



Rental Agreement and Instructions

Rental Cabin Rules: 373 Yonah Mountain Rd Cleveland, GA

1. **SMOKING**- is allowed **outside only**. Please pick up all butts and use ashtray.
2. **VISITORS** - People other than those in the guest party set forth in your reservation may not stay overnight in the property. Any other persons in the property and their actions are the sole responsibility of the registered guest.
3. The cabin is privately owned; the owner is not responsible for any accidents, injuries, or illness that occurs while on the premises or its facilities. The Homeowners are not responsible for the loss of personal belongings or valuables of the guest. By accepting this reservation, it is agreed that all guests are expressly assuming the risk of any harm arising from their use of the premises or others whom they invite to use the premises.
4. **PETS (DOG ONLY)** - Cats are **NOT** allowed. We are highly allergic! **One, 40 lbs. max. dog** is allowed. Please keep your dog off the furniture and beds. Our Pet fee is \$50 for your entire stay. We provide a crate/kennel for you to use when you are leaving the cabin. **NEVER leave your pet loose in our home while you are out!** All pets (dog) are to be crated when you leave the cabin. **IMPORTANT: IF YOU HAVE A DOG AND IT IS NOT LISTED ON THE LEASE THE UNAUTHORIZED OCCUPANCY OF PETS WHERE WILL RESULT IN IMMEDIATE EVICTION AND LOSS OF ALL RENTS AND SECURITY DEPOSITS!**
5. **FURNISHINGS** - Keep the property and all furnishings in good order. Do not rearrange or abuse furniture or other fixtures. Furnishings are subject to change without notice. Under no circumstances are furniture, bedding, mattress pads, utensils or any other property supplied with the rental property to be taken out or transferred from one property to another (will result in a charge against Guest(s) security deposit). Moving of furniture is prohibited; any evidence of such will result in a charge against Guest(s) security deposit. Loss of these items, as well as damage to the property or furnishings in excess of normal wear will be charged to Guest(s), the renter. Certain areas in each rental property are locked for the OWNERS personal storage and are not included in this rental.
6. **APPLIANCES** - Only use appliances for their intended use.
7. **FIREPLACE** - The fireplace should not be used from May - October. **No other open flames allowed in the cabin.** (candles, lighters, incense)
8. **FIREWOOD** – Firewood for the EXTERIOR firepit is not provided for you but may be purchased locally at every grocer or roadside stand. **DO NOT LEAVE CABIN WITH A FIRE GOING IN THE FIREPIT.**



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9. **ALCOHOLIC BEVERAGES** - No drinking of alcoholic beverages by persons under the legal age of twenty-one (21) is allowed. Should a Guest(s) or guest of Guest(s) be arrested for underage drinking at the rental unit property or should Owner(s) observe a Guest(s) or guest of Guest(s) under the age of 21 drinking alcoholic beverages, this rental agreement may be terminated and the Guests evicted at the option of the Owner(s). Illegal drug use is strictly prohibited. Kegs are not permitted on the property.
10. **HOT TUB USE** - No children under the age of 18 without adult supervision! When using the hot tub, remember there is a certain health risk associated with this facility. Temperature should not be set over 100° for children. Use at your own risk. **DO NOT STAND or SIT ON THE HOT TUB COVER!** Hot tub covers are for insulation purposes and are not designed to support a person or persons. They will break and you will be charged for the replacement. Remember when not using the hot tub, leave the cover on so the hot tub will stay warm.
11. **EXTRA HOT TUB CLEANING** - Hot Tubs have been cleaned prior to your arrival. There will be a \$75.00 charge if guest(s) require an additional cleaning of the Hot Tub after Guest(s) stay.
12. **LINEN** - A basic supply of linen is provided in each property. Bed linen and bath towels are not changed during your stay.
13. **WEATHER** - If there is inclement weather, no refunds will be given for storms unless roads are declared impassable by state and local authorities. We do not refund due to other lesser road conditions. Mountain roads can be curvy and steep. Gravel drives are well maintained; however, note that mountain roads can be very hazardous so take the utmost care while driving.
14. **CLEANING REQUIREMENTS** – Guest(s) are required to leave the property in the same general condition it was upon arrival. Dishes should be cleaned and put away but beds do not need to be made. Agent(s) will dust, vacuum, sanitize, and clean all towels and linens upon your departure. If additional cleaning is required, appropriate charges will be deducted from your security deposit. Guest(s) is responsible for any damage, abuse, excessive cleanup requirements, or loss caused by any member of Guest(s) party to the property or its contents during your occupancy. Inspectors walk through each property after checkout to ensure the property is left in good order. Owners(s) will make that final determination of the necessity of any charges.
15. **RIGHT OF ENTRY** - Guest(s) agree that the Owner(s) and their Agent(s) reserves the right to enter the rental property anytime to investigate disturbances, check occupancy, check for damage, to make such repairs, alterations or improvements thereto.



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16. **REPAIRS ~ SERVICE CALLS~ REFUNDS** - Owner(s) cannot guarantee against mechanical failure of heating, air conditioning, Hot Tubs, TVs, Satellite Receivers, VCRs, DVDs or other appliances. Please report any inoperative equipment to us immediately. Owner(s) will make every reasonable effort to have repairs done quickly and efficiently. Should a repairperson make a call to a unit and find that the equipment is in working order and the problem was due to the Guest(s) oversight or neglect, the charge for service will be the Guest(s) responsibility. No refunds or rent reductions will be made due to failure of appliances or equipment. All maintenance requests must be reported to the owner(s) between 9 AM and 4 PM (Owner(s) Emergency Repairs re: HEAT, AIR OR LIGHTS, CALL US 24/7, ALL OTHER REPAIRS SUCH AS HOT TUB, FIREPLACES REPORT TO US DURING NORMAL BUSINESS HOURS. PLEASE do not put off notifying us immediately as it could hinder us getting the repair done quickly! Guest(s) understands and agrees that Owner(s) and Technicians may enter the rental property at any time for the purpose of making needed repairs. Please keep in mind that the property has been reserved and held for you and that others may have been turned away. Refunds or rate adjustments are not made for any inconvenience due to construction, road repair, etc. Please DO NOT ask for refunds. ~ No refunds for early departures (less days than reserved) ~ No refunds will be given for delayed arrival ~ No refunds for reducing the number of nights reserved with less than 14 days notice ~ No refunds or reschedules due to inclement weather.
17. **ACTS OF GOD** - Neither Owner nor Agent(s) shall be liable for events beyond their control which may interfere with Guest(s) occupancy, including but not limited to Acts of God, acts of governmental agencies, fire, strikes, war, terrorism, inclement weather and construction noise from nearby sites. NO REBATE OR REFUND will be offered in these circumstances.
18. **HOUSE PARTIES** - ARE NOT ALLOWED! Rental Guest understands that Owner(s) will accept families, married couples, and responsible adults over the age of 24 ONLY. Guest(s) agree that more than the number of people stated on the lease shall not occupy the premises. If the unit is occupied by more than the number of people stated, it will result in loss of total rent, security deposit and/or additional charge to credit card. Occupancy in use of premises shall not be such as to disturb or offend neighbors. The use of firearms or fireworks is strictly prohibited. Guest(s) certify that they have read carefully the limitations placed on the number of persons permitted to occupy the premises, and agree to abide by such limitations: if not, Guest(s) will be asked to vacate the property which will result in loss of total rental and security deposits with no refund.
19. **VIDEO CAMERA DISCLOSURE** – For security, the area between the front of the condo and the street is recorded on camera. There is one camera near the front steps viewing towards the street. There are no other cameras inside the property. Your privacy is a legal right and we respect that.
20. **EXPEDITED EVICTION** - A material breach of this Agreement by Guest(s), which, in the sole determination of the Owner(s), results in damage to the Premises, personal injury to Guest(s) or



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others, a breach of the peace, a nuisance to others, or a violation of criminal law or local code, shall be grounds for termination of Guest(s) tenancy. Violation of any of the rules contained herein will result in IMMEDIATE EVICTION and forfeiture of rent and security deposit. If the tenancy created hereunder is for 30 days or less, the expedited eviction procedures set forth in the Vacation Rental Act will apply. Guest(s) may be evicted under such procedures if Guest(s): (i) hold over in possession after Guest(s) tenancy has expired; (ii) commit a material breach of any provision of this Agreement that according to its terms would result in the termination of Guest(s) tenancy; (iii) fail to pay rent as required by this Agreement, or (iv) have obtained possession of the Premises by fraud or misrepresentation. Any reservation made under false pretenses will result in forfeiture of advance payments and the party will not be permitted to check-in.

21. **INDEMNIFICATION AND HOLD HARMLESS** – Guest(s) agree to indemnify and save harmless the Owner(s) and Agent(s) for any liabilities, theft, damage, cost or expense whatsoever arising from or related to any claim or litigation which may arise out of or in connection with Guest(s) use and occupancy of the rental property including but not limited to any claim or liability for personal injury or damage or theft of property which is made, incurred or sustained by Guest(s). The terms “Agent(s)” and “Owner(s)” as used in this Agreement shall include their heirs, successors in interest, assigns, employees, agents, and representatives where the context requires or permits. The terms “Guest(s),” “You,” and “Your” as used in this Agreement shall include Guest(s) heirs, successors, assigns, guests, invitees, representatives and other persons on the rental property during Guest(s) occupancy (without regard to whether such persons have authority under this Agreement to be upon the rental property), where the context requires or permits.
22. **DISPUTES** - This Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia, and shall be treated as though it were executed in the County of Fannin, State of Georgia. Any action relating to this Agreement shall be instituted and prosecuted only in the Fannin County Superior Court, Georgia. Guest(s) specifically consent to such jurisdiction and to extraterritorial service of process.
23. **VIOLATING AGREEMENT** - If Guest(s) violates any of the conditions of this Agreement; Owner(s) or Agent(s) may terminate this Agreement and enter Premises. Upon notice of termination of this Agreement, Guest(s) shall vacate the Premises immediately and forfeit all rents and security deposits.
24. **PHONE CALLS** - Guests agree to make all long distance calls with a calling card. If Guest(s) charges long distance phone calls to Owner's phone, Guest(s) will be liable for said charges Plus an administration fee of \$5.



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25. **SATELLITE/CABLE TELEVISION** - Owner(s) does not guarantee any programs, events or reception, Guest(s) liable for ordering any pay per view, programming charge plus an additional \$5.00 charge per program or event will be deducted from your security deposit.
26. **CHECK OUT PROCEDURES** - The following items must be complied with before check out or Guest(s) shall forfeit his/her security deposit:
- Dishes, Pots, Pans, Silverware, and Utensils must be washed & dried using the dishwasher. The stove/oven shall be left in a clean condition.
 - Refrigerator should be left clean and free of food.
 - Windows and doors must be left closed and locked and all lights turned off.
 - All trash **must** be placed inside of bags and then loaded inside of the large can provided next to the cabin. Trash pickup service runs on Tuesdays so close your bags up tight.
 - All litter, cigarette butts and pet waste must be picked up from the yard, front and back, and placed in your trash and removed from the property.
 - Property should be left neat and in order (same condition it was when Guest(s) arrived).
 - Do not leave a fire in fire pit! allow your check out time as to not leave a smoldering fire
27. **HUCKLEBERRY CABIN RESERVES THE RIGHT TO REFUSE SERVICE TO ANYONE** - All rental properties are leased without regard to race, color, religion, sex, national origin or handicap. Due to liability issues, we are unable to provide prospective renters with keys to preview properties.
28. **CREDIT CARD** - I am providing my credit card number as a guarantee. I agree to pay all rent and/or any outstanding long distance phone charges, accept all terms of the lease agreement and accept all liability for any damage beyond normal wear and tear during the term of my lease with this Cabin If I fail to do so I understand that these costs will be charged to my credit card and all credit card sales are final! Person making a booking must use their credit card or their spouses credit card, we do not accept any other persons credit card that is NOT on the Lease.
29. **Compliance with Laws** – Occupant(s) are obligated here in to abide by all of the requirements of the Fannin county ordinances, state of Georgia, and Federal laws and that such a violation of any of these rules may result in the immediate termination of the rental agreement and eviction from the premises, as well as potential liability for payments of fines levied.



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PLEASE READ, SIGN, COPY, ADD YOUR PHOTO ID AND RETURN THIS PAGE OF THE CONTRACT WITHIN 7 DAYS OR YOUR RESERVATION WILL BE CANCELLED!

FAX (706) 750-0333 or EMAIL to reservations@HuckleberryCabinRental.com PLEASE INCLUDE ALL ADDITIONAL GUESTS INFORMATION AND SIGN BELOW AFTER READING THIS AGREEMENT.

By signing this, I have read and fully agree to all the above policies.

(Print Name)

(Print Name)

(Cardholder Signature)

(Additional Guest Signature)



(Red Apple Cabin Representative)

PRINT NAMES OF ALL ADDITIONAL PERSONS OCCUPYING THIS PROPERTY:

ATTACH PHOTO OF CARDHOLDER'S GOVERNMENT ISSUED PHOTO ID BELOW

Include photocopy of
Primary Identification
HERE

Include photocopy of
Primary Identification
HERE



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Emergency or Service Contact:

911 or Sheriff's office 706-865-5177

Owners direct numbers:

Mindy Forbes 941-538-2443 or Lee Forbes 941-725-4258

Check in time: 3:00 pm

Check out time: 10:00 am

Keys: Our Cabin is a smart house! We use remote management software to control access to the home. A push button combination for the door will be supplied to you prior to your arrival for use during your stay. **Your assigned combination will not work prior to check-in time and expires after checkout time. Please make travel arrangements to arrive and leave within your stay window.**

Wi-Fi: select Huckleberry as the SSID to join in your Wi-Fi settings. No security password necessary!



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Directions: 373 Yonah Mountain Rd Cleveland, GA

➤ From Atlanta, GA: Approximately 85 miles NE 1 1/2 hrs.

- I-85 North • Go north to Gainesville Exit 113, which is Hwy 985/365. Go 42 miles continuing on Hwy 365 to Hwy 384. Turn left, go 16 miles to GA Hwy 75, turn right and go three miles into Helen.
- GA 400 North • Take 400 North until it ends. Continue ahead on GA Hwy 115. Go 5 miles to the traffic light. Turn right onto Hwy 115. Go 13 miles to Cleveland. At traffic light, turn left onto US 129 North. Go to the next traffic light and turn right on Hwy 75 North. 9 miles to Helen.

➤ From Greenville, SC: Approximately 120 miles. 2 hrs.

- I-85 South • Go south to Lavonia, GA. Exit 173 (Hwy 17, Helen, Toccoa). Travel west toward Toccoa and Clarkesville following Hwy 17 signs to Helen.

➤ From Chattanooga, TN: Approximately 132 miles 3 hrs.

- I-75 South • Go south on I-75 to Dalton, GA. Take Hwy 76 to Ellijay. From Ellijay continue south on Hwy 52 to Dahlonega. At Dahlonega, continue on 52/115 to Cleveland, GA. At first traffic light in Cleveland, turn left onto US 129 North. Go to the next traffic light and turn right on Hwy 75 North. 9 miles to Helen.

➤ From Knoxville, TN: Approximately 166 miles – 4 hrs.

- I-75 South • I-75 South to Cleveland, TN. Go east on Hwy 64 to junction of US 129 South. Take 129 for about 30 miles to junction of 75 Alternate. Continue on 75 Alternate for 9 miles to junction of 75 and then south one mile into Helen.

➤ From Birmingham, AL Approximately 3 1/2 hrs.

- I-20 East • Take I-20 East to Atlanta, then I-285 By-Pass north toward Chattanooga. Take GA 400 North to the end. Continue ahead on GA Hwy 115. Go 5 miles to the traffic light. Turn right onto Hwy 115. Go 13 miles to Cleveland. At traffic light, turn left onto US 129 North. Go to the next traffic light and turn right on Hwy 75 North. 9 miles to Helen.

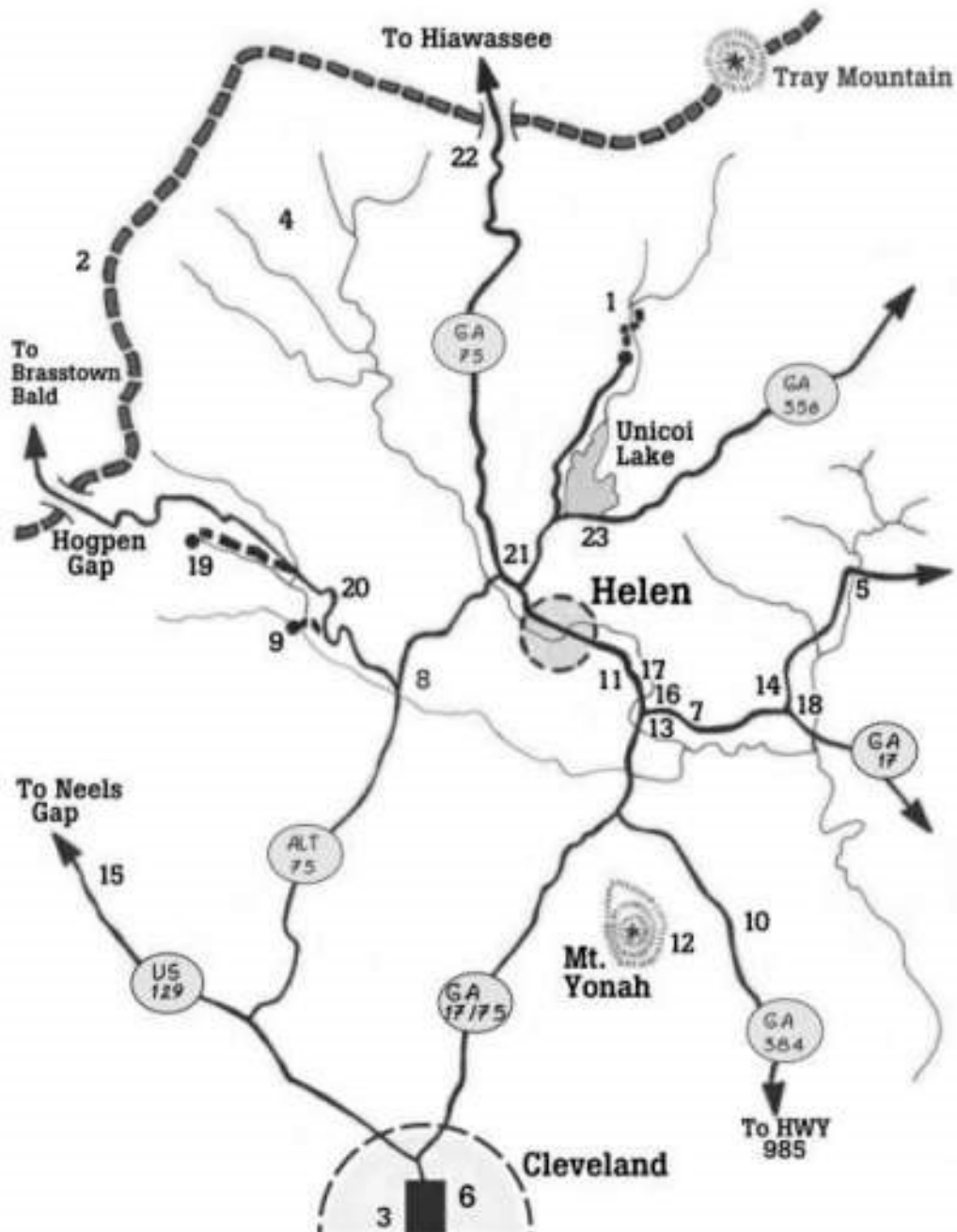
➤ From Florida

- I-75 to I-85 north
- See above from Atlanta.



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Below is a Map of the General area where you will find many mountain activities and daytrips to explore while staying a Das Tulip!





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Upon Arrival

1. The air will be preset and runs on a timed schedule. Feel free to adjust the current temperature; the system will shut off automatically if windows and doors are left open.
2. If you are planning to use the hot tub on the deck, turn hot tub temperature up at the beginning of your stay by carefully following the directions below.
3. **No open flames in the cabin!** Candles, lighters, incense all are a no for inside a log cabin.

Important Hot Tub Usage:

1. Carefully undo the strap holding down cover.
2. Carefully open cover. Lift the left side of cover and lay it **over** the metal bar and across the right side of the cover. Gently lift remaining cover by gripping the metal bar and raise up the folded cover to stand perpendicular on the right side of the hot tub. When finished, reverse procedure and secure straps.
3. **DO NOT ADD SOAPS, OILS OR BUBBLE BATHS TO THE HOT TUB, if the tub has to be drained and cleaned, you will be charged \$75.**
4. Upon arrival and departure, the temperature should be set at 90°. Simply push the "TEMP" button repeatedly to raise the temperature to 99°. The jets should automatically turn onto low. Let them run. One hour before use, raise the temperature to your desired setting.
5. When you're ready to use the tub, carefully open the cover over as instructed above. Utilize steps to carefully climb into the tub. Place temperature between 100° – 103°. **Temp does not go temperature above 105°.** Be careful to get good footing while in the tub. If it's nighttime, turn on light by pushing "light" button on the tub. Enjoy!
6. After each use please turn the temperature down to 99° and down to 90° Upon departure. **It is important to manually turn the jet speed onto low to keep pump from overheating.** Always re-cover tub as instructed above until future use to maintain temperature.
7. Important note: If staying more than 3 (three) nights, place one bromine tablet into the floating dispenser every 7 (seven) days. bromine tablets are located in the basket just inside, on the basement level by the towels.



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Thermostat Usage Guide



Our cabin uses the new Ecobee3 thermostat to control the air and heat pump on a schedule. It is very simple to adjust the temperature for your comfort if you wish to deviate from its set schedule for your stay. Simply hold your finger on the temperature slider on the right side of the screen and the set temperature will display. Drag your finger up or down to set your desired temperature and release. The main display will return showing the current temperature reading at the screen's center and the new target temperature to the right. Upon the nighttime schedule change at 10pm, your custom setting will be updated back on schedule. Should you need it warmer or cooler please make an adjustment again which will carry through to the morning.

Link to watch on YouTube to see it in action:

<https://goo.gl/ZzecWR>



Common Questions

- **Why does it prompt me for a password?**

If you are trying to make adjustments and are prompted for an override password, take note that the system locks from selecting extreme settings to protect the equipment. Please make your temperature selections within normal reason of comfort and give the system time to reach your desired setting.

- **The Air shut off on its own. Why?**

The thermostat integrates with our complete smart home system. If you leave the doors open for more than **20 minutes** the system shuts off the A/C. To reset after shutoff, close all the doors and then select a temperature on the thermostat to activate the system.

- **What is the white thingy upstairs on the dresser?**

You found the occupancy and temperature sensor! It works to actively cool or heat the upstairs rooms more when it senses occupants.

If you still need assistance,

we can remotely operate the system for you or make changes. You can contact us directly at:

Mindy Forbes – (941) 538-2443

Lee Forbes – (941) 725-4258



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Departure Instructions

1. **Hot Tub (if Used):** Turn temperature down to 90° and turn jet speed onto low. Carefully cover tub and snap the yellow safety strap.
2. **ALL Appliances:** Make sure all small appliances are turned off. (coffee pot, TV's, toaster, iron, Etc...)
3. **Lights and Thermostat:** Please make sure all lights are turned off. Remember to close all blinds and/or windows. Lock all exterior doors. Thermostat will adjust automatically.
4. **Food:** All food must be removed from the cabin at check out. Health code prohibits us from sharing opened supplies between stays.
5. **Trash Service:** Please place all trash inside of garbage bags and place bags within the exterior garbage can next to the cabin for collection after your stay. The trash service runs every Tuesday so make sure to close your bags well to help us keep the critters out of the cans and odors down to a minimum.
6. **Don't burn your trash!** Do not place anything other than wood you have brought to the cabin into the fire pit. You are in a national forest area. Keep it pristine.
7. **Linens:** Please place all soiled bed linens on top of the beds that were used and all soiled towels and wash rags in the tub in the bathroom.
8. **Pet Police:** Pick up after your dog outside. Put the poo in with your garbage please.
9. **Dishes:** Run the dishwasher to ensure all the dishes that were used are clean and ready to put away.
10. **Fireplace (if used):** Please make sure it is OFF for your departure.
11. **Outside Gas cooking Grill:** Propane tank should be shut OFF, grill brushed clean from your cooking and cover replaced once cooled. Please replace the cover on the grill only after the grill has cooled so it does not melt.