

Sent: From: Cook Loft, 722 S. Gay Street Suite 200, Knoxville, Tn. 37901

To:

Subject:

JBCH Properties, LLC. CONFIRMATION

ADDRESS & PHONE: The address and phone number of your unit are on the front of this confirmation.

CHECK IN: Check in time is any time after 3:00 P.M. Upon arrival, pick up your keys and register at our office at 722 S. Gay Street, Suite 200, Knoxville, Tn. 37901.

CHECK OUT: Check out time is any time before 10:00 A.M. Tenant shall be liable for any damages as a result of late check out. Only with prior arrangements made with the rental agent may these times be changed.

PAYMENT: Payment must be made in U. S. funds. Payment may be made in cash, check, traveler's checks, money order, or Visa and Master Card. In the case of late bookings, personal checks will only be accepted if payment is made 14 days prior to arrival. All bookings must be secured with a credit card. If a credit card is unavailable, the reservation cannot be taken. Payments are to be made according to the payment schedule on your reservation confirmation. Tenant's credit card will be charged the total due if payment is not received 60 days prior to check in date.

OCCUPANTS: Only those designated in this agreement as Tenant shall occupy the unit unless written consent of Owner or Owners agent is obtained. Tenant agrees to abide by all occupancy rules of association or other governing agency. Maximum occupancy is 2 people per bedroom per night.

REGISTRATION & SECURITY DEPOSITS: All guests must register upon check in. No party may remain in occupancy without a security deposit on the unit. Security deposits are taken on Visa, Master Card, American Express or Discover Card. Security deposits may be charged for long distance telephone calls, property damage, excessive utility use, excessive cleaning, excessive garbage, equipment rental, guest services, and any administrative fees. Damages caused by Tenant will be charged to the credit card deposit, but this does not limit the amounts to be charged. Tenant agrees not to refuse legitimate charges made against the security deposit. Security deposits may be held 30 – 45 days after termination of your stay.

ACCOMMODATIONS: Due to circumstances beyond our control, if your designated unit is not available for any reason, we will use our best efforts to locate a comparable substitute unit. In the event a substitute unit is not available, Tenant agrees to hold Owner, Broker, its agents and representatives harmless for any damages, costs, or inconvenience suffered, and Tenant shall receive a full refund of any and all amounts paid.

CANCELLATION TERMS: Tenant may cancel this agreement and pay a \$150.00 cancellation fee by providing written notice by certified mail at least 60 days prior to check in date. If Tenant cancels this agreement less than 60 days prior to check in date, Tenant shall be obligated to pay all RENT payments specified in this agreement and all monies received may be retained. Owner may cancel this agreement at least 60 days prior to check in date, and all advance funds will be refunded to tenants. JBCH Properties, LLC shall not be responsible for any costs Tenant may incur for travel or other arrangements in the event of cancellation by Owner or Tenant.

PETS: Pets are NOT permitted and constitute a serious violation. A charge of \$250 will be assessed to the Tenant if a violation occurs. If an exception is made, Tenant agrees to execute a pet addendum, and a non-refundable pet fee and/or a pet Deposit. Non-refundable pet fees are subject to sales and tourism tax.

SMOKING: Smoking is NOT permitted at any time in the rental unit. A charge of \$250 will be assessed to the Tenant if a violation occurs.

RIGHT OF ENTRY: If the unit is currently listed for sale, upon 24 hours notice, Owner or Owner's representative(s) have the right to enter the unit for the purpose of showing the unit to perspective purchasers or tenants, to make repairs, or to inspect the unit. Owner, Broker, and/or its representatives have immediate right of entry in cases of emergency, or to protect or preserve the premises. Tenant shall not alter premises without prior written consent from Owner or Owner's representative.

PHONE/CABLE: Tenant is responsible for all long distance phone and any additional Cable services if Cable is provided. Phones shall be used for local calls only. Any long distance calls must be made by calling card, collect, or credit cards. Do not accept any collect calls or allow any calls to be charged to the phone.

MISCELLANEOUS CHARGES: Tenant shall be assessed Locksmith charges and Association charges, if any, for each key, pass, pool tag, opener, lost or not returned upon check out date. Such costs will be charged to the Security Deposit. Tenant agrees to pay actual costs immediately to provide access to the unit in the event of a lock out.

CLEANING CHARGES: Tenant agrees to pay any additional cleaning charges incurred. Tenant shall clean all dishes and remove all food from the premises upon check out. One towel per guest and bed linens are the only acceptable laundry items allowed to be left in the unit. All garbage must be bagged and ready for disposal. Tenant shall not be responsible for making up beds at check out. Tenant gives authorization to charge cleaning charges to the Security Deposit. If Broker determines, in its sole discretion, that excessive dirt, furniture stains, carpet stains or other damage is present, additional charges will be assessed and charged to the Security Deposit.

MAINTENANCE: Owner shall be responsible for maintaining the unit unless damage is caused by Tenant's misuse or neglect. Tenant agrees that no rent reduction or abatement will be given unless unit is deemed to be completely uninhabitable. Tenant may not make any changes to the unit and must put furniture back to its original placement if moved. Broker will order repairs in a timely manner once notification is given by the Tenant, but Broker has no control over the scheduling availability of vendors. Broker shall not be liable for any losses or damages, including incidental or consequential damages, including those caused by Owners failure to perform repairs and maintain the unit. Any damages or defective conditions found upon arrival should be reported immediately to the rental office within one hour of occupancy or if arrival is after 5:00 P.M. before 11:00 A.M. the following morning. Otherwise, repair costs for any pre-existing damages may be charged to the Security Deposit.

ASSIGNMENT: Tenant shall not assign this agreement or sublet the premises or any part thereof. Any unauthorized transfer of interest by the Tenant shall be a material breach of this agreement.

INDEMNIFICATION: Tenant agrees to indemnify and hold harmless Owner and Broker and their agents from claims, suits, or damages of any kind, from or related to any acts or omissions of Tenant or Tenant's guests. Tenant agrees to indemnify and hold Broker and its agents harmless from damages and losses unless

due to Broker's gross negligence. Tenant agrees to look solely to the Owner in the event of a legal dispute regarding this agreement or the premises.

RISK OF LOSS: Personal property of Tenant and Tenants invitees shall be in the unit at the sole risk of Tenant. Broker and Owner shall not be liable for any damage caused to said personal property arising from fire, accident, acts of God, criminal acts, acts of negligence or bursting or leaking water pipes.

ATTORNEYS FEES: Should it become necessary for Owner or Broker to employ an attorney to enforce the terms and conditions of this agreement, Tenant shall be responsible for all costs and Attorneys fees including but not limited to an in house attorney of broker whether or not suit is filed.

HAZARDS: It is unknown if there are hazards that affect the premises. Broker does not have the technical expertise to advise you of their significance or to ascertain whether or not they are present. Hazardous substances in the home can included cleaning chemicals, paint, lawn, and garden chemicals and a variety of indoor air pollutants that can accumulate in improperly ventilated buildings. Hazardous substances outside the home include those found in contaminated land, water, landfills, and other disposal sites, and industrial air and water emissions. Some of the more common hazards are asbestos, ground water contamination, lead base paint, urea formaldehyde, foam insulation (UFFI) mold, mildew, and radon gas. Any property built prior to 1978 may contain a lead based paint hazard. Tenant is not permitted to have access to any rooms, storage areas, or closets that are designated to be exclusively for the use of the Owner.

_____ Tenant
_____ Date