

Res #: 12158

**CABIN RENTALS OF GEORGIA, LLC**  
1690 Appalachian Highway Blue Ridge, GA 30513  
Phone: 800-609-5170, 706-632-2246 Fax: 678-854-8352

Hello Mr.,

Thank you for choosing Cabin Rentals of Georgia! Please complete and sign all pages and return to us in order to confirm your reservation. Please note that no reservation is confirmed until BOTH a signed copy of the rental agreement and payment have been received and reviewed. Please feel free to contact us by phone or email if you have any questions or if we can be of further assistance.

**Exhibit 1a.**

Property Name:	Riverview Lodge	Occupancy:	Adults: 2 Children: 0 Pets:0
Guest:	Mr. Knight	Arrival:	06/08/2018
Address:	1690 Appalachian Hwy.	Departure:	06/10/2018
City:	Blue Ridge	Phone:	(706) 632-2246
State:	GA	Alt Phone:	
Zip Code:	30513	Email:	taylor@cabin-rentals-of-georgia.com
Country:	US	Alt Email:	

Occupant agrees to the fee schedule and total reservation charge.

**Exhibit 1b.**

<b>FEE SCHEDULE AND PAYMENTS</b>	
Rental Fee:	\$928.00
Taxes and Fees:	\$475.67
Total Reservation Cost:	\$1,403.67
Credit Card Being Used:	
Balance Due:	\$1,403.67

PLEASE NOTE - THE NAME OF THE GUEST SIGNING THIS AGREEMENT MUST MATCH THE NAME ON THE CREDIT CARD BEING USED TO PAY FOR THIS RESERVATION - WE CANNOT ACCEPT THIRD PARTY PAYMENTS

June 08, 2018 Occupant acknowledges receipt of reservation details and fee schedule and payments.  
CROG

**CABIN TEMPORARY OCCUPANCY AGREEMENT**  
**CABIN RENTALS OF GEORGIA, LLC**

CROG Office: 706-632-2246  
CROG Maintenance: 706-669-4848  
CROG Manager, Gary Knight: 678-549-3680 (non-medical emergencies only)  
**Medical Emergencies: 911**

This Cabin Rental Temporary Occupancy Agreement ("Agreement") represents an enforceable and binding contract, the sufficiency of consideration therefore being hereby acknowledged by all parties hereto, by and between the persons identified as Guest(s) in this Agreement (hereinafter collectively "Guest"), and Cabin Rentals of Georgia, LLC (hereinafter "CROG") for the temporary occupancy of lodging (hereinafter the "Cabin") for accommodations and recreational purposes.

For purposes of this Agreement, "Guest" is defined as the individual executing this Agreement and any other occupants identified in this Agreement and authorized by CROG. Any persons not identified on this Agreement as Guests shall be considered to be trespassers subject to immediate removal by civil or criminal authorities. However, any person who is located at any Cabin with Guest's knowledge, with or without authorization, expressly agrees to the releases and limitations of liability contained within this Agreement and Guest is solely responsible for ensuring any and all persons located at the Cabin are fully aware of the provisions of this Agreement.

The Cabin is privately owned by third parties. For purposes of this Agreement, and at the sole discretion of CROG, said third party owners are considered to be third-party beneficiaries of this Agreement. For purposes of this Agreement, CROG acts as an agent for the third party owner of the Cabin.

This Agreement is for temporary accommodations/lodging for recreational purposes and is not for use as a dwelling place as defined by Chapter 7 of Title 44 of the Official Code of Georgia. By executing this Agreement, Guest acknowledges that any protections, notices, rights or remedies contained within said Title and Chapter shall not apply to this Agreement or to Guest and Guest shall not be considered a "tenant" renting a "dwelling."

## **SECTION 1: RESERVATIONS**

### **1.1 Credit Card Charges, Fees & Accidental Damage Waiver**

Upon booking the cabin, 50% of the reservation total will be charged against the Guest's credit card. The remaining 50% of the reservation total will be charged within 14 days of the arrival date.

In addition, the Guest will pay an accidental damage waiver of \$49.95. The accidental damage waiver will cover up to \$500.00 in accidental damages, provided these damages are reported prior to checkout and are not the result of any illegal or prohibited use of the rental property. (Please note that the accidental damage waiver is not insurance.)

**Security Deposit:** A security deposit may or may not be required depending upon

management's discretion. If required, it will be \$500 to \$1000 and will be refunded after stay as long as there are no policy violations or damages.

**\*\*Any policy violations and/or excessive damage that cannot reasonably be explained as accidental will result in a minimum \$500 fee. Any charges for policy violations, administrative fees, attorneys' fees, and damages not covered by the accidental damage waiver or other amounts as set forth in this Agreement shall be charged against the Guest's credit card.\*\***

By executing this Agreement, Guest is hereby authorizing CROG to charge the applicable fees to the credit card provided by Guest to CROG.

Guest acknowledges the credit card information provided shall serve as a guarantee to pay for all rental fees, including any damage or policy violations that may occur, excluding approved accidental damages covered through the damage waiver. Further, Guest states that Guest shall not instruct any credit card company that the charges set forth in this Agreement are "unauthorized" or otherwise not valid charges. Guest acknowledges that any such instruction shall constitute intentional misconduct and constitute the intent to avoid payment after knowingly obtaining accommodations constituting "theft of services" as defined by Georgia law, including, but not limited to, O.C.G.A. § 16-8-5 or other applicable law.

## 1.2 Taxes & Fees

By law, CROG must collect a 7% Georgia state tax and a 5% Fannin County tax on cabin rental fees set forth in this Agreement. All taxes shall be added to the rates charged for all Cabins.

## 1.3 Confirmation

Upon booking, a reservation confirmation will be faxed or emailed to the Guest. Guest is responsible for confirming the following:

- Cabin Selected Riverview Lodge
- Dates 06/08/2018 - 06/10/2018
- Total # of Guests; adults 2 and / or children 0
- Cabin Rental Fees \$1,403.67

CROG must be informed in writing of any mistakes, changes, or omissions within 48 hours of confirmation or the information shall be considered correct. Any changes to said information after 48 hours of confirmation shall be in the sole discretion of CROG.

## 1.4 Last-Minute Reservations

Reservations made within 48 hours or less of the arrival date are subject to additional

verification prior to confirming the booking.

### 1.5 Cancellation Policy

Upon booking, the cabin is protected for the dates selected and may not be rented by any other party. Should the Guest wish to cancel the reservation, CROG must receive notice in writing via fax or e-mail to [info@cabin-rentals-of-georgia.com](mailto:info@cabin-rentals-of-georgia.com).

A full refund is NOT guaranteed. Because the cabin was not available for booking by other parties, part or all of the rental costs may be lost. The refund rates shall be as follows and Guest hereby expressly accepts the following terms.

#### Cancellation Notice Holiday Reservations All Other Reservations

60+ days before rental date 50% Refund minus processing fee of total reservation cost 50%  
Refund minus processing fee of total reservation cost  
30 - 59 days 25% " 25% "  
14 - 29 days No Refund No Refund  
8 - 13 days No Refund No Refund  
7 days or less No Refund No Refund

In the sole discretion of CROG, CROG may be required to cancel a reservation for maintenance, emergency, owner's request for personal access, weather, heating and air repair or other reason. In the event of a cancellation by CROG, CROG will refund the entire amount of funds tendered by Guest to reserve a Cabin. Although not required, CROG will make reasonable effort to inform Guest 14 days before the rental dates if CROG is going to exercise its discretionary right to cancel said reservation.

### 1.6 Rate Changes

The guest acknowledges that CROG reserves the right to offer discounted rates on all properties based on ever-changing market conditions and availability. If the rental rate of the property that the guest has chosen to reserve is discounted after the guest confirms the reservation, the guest will not be entitled to any type of discount of the original rental rate agreed on as per page one of this agreement.

### 1.7 Shortened Stays

If the Guest or any cabin occupants check into the cabin and do not stay for all reserved dates, full rental fees apply. There are no refunds for shortened stays.

### 1.8 Reservation Changes

If, after confirmation of booking, the Guest wishes to change the Cabin or the dates of occupancy, all changes shall be within the sole discretion of CROG. If CROG declines to accept any requested changes by Guest, any refunds shall be distributed as set forth in Paragraph 1.4 above. If CROG agrees to change the Cabin or the dates of occupancy, this Agreement shall remain in full force and effect except that rates and fees may change and will be identified in a new confirmation that shall be provided to Guest by CROG.

#### 1.9 Acts of God or situations beyond our control

CROG is not responsible for events beyond its control which may interfere with the Guest's reserved dates and corresponding ability to occupy the cabin.

These include, but are not limited to:

- (1) Acts of God;
- (2) Adverse Weather Conditions;
- (3) Road Closures or water outages;
- (4) Fire;
- (5) Actions of Government Agencies, strikes or war;
- (6) Acts by third party owners breaching an Agreement allowing access by CROG to the Cabin.
- (7) Equipment failure such as HVAC units or any other equipment at the home, cabin or property.

Guest assumes the risk that these events may occur. Refunds will not be offered in these circumstances.

June 08, 2018 Occupant acknowledges understanding of Section 1: Reservations.  
*CROG*

## **SECTION 2: OCCUPANCY**

### 2.1 Total Number of Guests

Occupancy is limited to Registered Guests ONLY! All guests are to be registered guests. Absolutely no unregistered visitors are allowed and all visitors must be registered on the guest sheet left at the cabin and the office notified by email that is verified. For purposes of this Agreement, cabin occupancy is the total of disclosed and approved individuals.

The rates established for each cabin are for a maximum of four (4) occupants only. For

each additional occupant, there is a \$25 per person charge per night. ALL visitors, if approved, are subject to the \$25/person/night charge. Additional occupant charges are listed on the CROG website in the "Policy" section.

*CROG*

If there is an unexpected change in the number of people during your stay, the Guest must notify the CROG office by phone (706-632-2246) or verified email and list the additional occupants on the guest sheet located inside the cabin. Notification must occur before any additional occupant arrives at the Cabin or said person shall be considered unauthorized and a trespasser. Guest must identify the total number of occupants on the last page of this Agreement.

**\*\*Cleaning fees are also based on the total number of occupants and are charged upon booking the cabin and added on if occupancy changes.\*\***

Occupancy by more than the total number of disclosed individuals, or by an individual that is not identified by Guest as set forth in this Agreement, is a policy violation. In the event of such a violation, CROG reserves in its sole discretion the right to impose a monetary fee of at least \$500 and/or require immediate vacating of the Cabin by the Guest.

Maximum cabin occupancy is listed on the CROG website, "Property Detail" section. The maximum occupancy for this cabin is 11. Occupancy (including children, infants, and visitors) is not to exceed the maximum occupancy as listed on the CROG website. If more than the maximum number is found to be occupying the leased property, it will be considered a policy violation and a minimum \$500 fee will be charged against the Guest's credit card.

*CROG*

**POLICY VIOLATION:** If such policy violation occurs, Guest agrees and acknowledges that said Guest shall pay a minimum \$500 fee. Further, Guest expressly authorizes CROG to charge the credit card provided by Guest for the additional occupants and cleaning fees set forth in this Agreement.

Further, Guest is hereby expressly informed that O.C.G.A. § 16-8-5 prohibits a person from knowingly obtaining accommodations for free when said accommodations are available only for compensation. Having more occupants than those listed and identified as required in this Agreement shall constitute "theft of services" and CROG shall reserve the right to seek remedies provided to a victim of the crime of theft of services, including but not limited to, prosecution of said theft.

## 2.2 Check-In / Check-Out Times

Check-In Time: between 3:30 p.m and 5:30 p.m. If you must check in after 5:30 p.m., do

so at your own risk as our office closes at 5:30 p.m.

Early check-in may be available with prior CROG approval. A \$50 / hour charge for up to 2 hours will apply.

Check-Out Time: 10:00 a.m.

There is a limited time to clean the cabin between guests. As a result, late check-out may only be available with prior CROG approval. A \$50 / hour charge for up to 2 hours will apply.

Guests who remain in the cabin beyond the 10:00 a.m. check-out without prior CROG approval will be subject to a \$100 / hour charge.

Check-Out Procedures: Prior to vacating the cabin, Guest agrees to follow the check-out procedures located inside the cabin, including but not limited to: (1) close and lock all windows and doors, (2) extinguish all fires, (3) turn off all lights, and (4) arm the security system if there is one.

### 2.3 Moving Furniture

Moving the indoor or outdoor furniture to another location is strictly prohibited and is a policy violation.

**POLICY VIOLATION:** If such violation occurs, Guest will be charged a \$500 fee.

### 2.4 Special Events

Weddings of any size, receptions, house parties, and similar events are subject to a special event fee, and must receive prior CROG approval.

Using the cabin for special events without CROG's prior approval is a policy violation.

**POLICY VIOLATION:** If such violation occurs, Guest will be charged a \$500 fee.

Further, cabin occupancy will be immediately terminated and all rental fees will be forfeited.

## 2.5 Pets

Depending on size and training, pets may be permitted for responsible owners. All pets are subject to CROG's prior written approval. If approved, there is a \$250 to \$500 refundable pet deposit per pet, and an extra cleaning / fumigating fee will be charged, as well as a \$50 per pet per night charge.

*CROG*

Occupying the cabin with a pet without CROG's prior approval is a policy violation.

**POLICY VIOLATION:** If such policy violation occurs, Guest will be charged a \$500 fee, charged the extra cleaning / fumigating fee, charged the pet fees and be charged for any additional damages caused by the pet. These charges will never be less than \$1000.00 per unauthorized pet.

## 2.6 Campers or Motor Homes

Campers or motor homes are not allowed to be hooked up to the cabin at any time. This constitutes a policy violation.

**POLICY VIOLATION:** If such violation occurs, Guest will be charged a \$500 fee. Further, CROG may terminate the cabin occupancy and all rental fees will be forfeited.

June 08, 2018 Occupant acknowledges understanding of Section 2: Occupancy.

*CROG*

## **SECTION 3: SECURITY**

### 3.1 Security Cameras

The Cabin Riverview Lodge is located in a remote area where first responders may take extended time to respond to a crime or other emergency. For the benefit of all parties, security cameras may be located on the Cabin exterior which record activity occurring within the field of view.



Guest understands the areas under surveillance constitute public areas and there is no reasonable expectation of privacy. Tampering with, covering, or otherwise disabling the surveillance cameras is a policy violation.

*CROG*

**POLICY VIOLATION:** If such policy violation occurs, Guest will be charged a \$500 fee. Further, CROG may terminate the cabin occupancy and all rental fees will be forfeited.

### 3.2 Security Alarm System

Certain cabins are equipped with a 24-hour security alarm system. For protection of the Guest, the cabin, and its contents, the security alarm system should be armed each time the Guest leaves the cabin.

June 08, 2018 Occupant acknowledges understanding of Section 3: Security.

*CROG*

## **SECTION 4: SAFETY**

### 4.1 Smoking

There is a strict NO SMOKING policy. Smoking is not allowed inside the Cabin or on the outside decks and porches. Smoking in these areas is a policy violation. Any smoking must be conducted outdoors at least ten (10) feet from the Cabin or any structure.

**POLICY VIOLATION:** If such policy violation occurs, Guest will be charged a \$500 fee.

### 4.2 Firearms / Fireworks

The use of firearms including but not limited to BB or pellet guns, fireworks, firecrackers, or explosives of any kind are strictly prohibited inside or outside the cabin. This constitutes a policy violation.

**POLICY VIOLATION:** If such policy violation occurs, Guest agrees and acknowledges that said Guest will be charged a \$500 fee. Further, Cabin occupancy will be immediately terminated. Guest agrees to immediately vacate said Cabin and all fees will be forfeited.

#### 4.3 Hot Tubs

Hot tubs can present a health risk. The health risk intensifies as the temperature of the water increases and/or if used more than 15 minutes at a time. Hot tubs may also present a health risk for women who are pregnant, or think they may be pregnant, for small children, or any person with a heart condition or other medical condition.

The temperature in a hot tub can cause injury to a fetus, may collapse heart valves in small children, cause a heart attack or stroke to anyone with a heart condition, or cause other injury up to and including death. In consideration for providing Guest with the opportunity to utilize the hot tub, Guest agrees to waive, release, hold harmless, covenant not to sue, and forever discharge CROG, and its members individually, and its officers, employees and agents from any and all present and future claims resulting from ordinary negligence, demands, rights, causes of action, judgments costs and expenses, or other liability of whatsoever kind or nature related to or resulting from Guest use of the hot tub, including but not limited to any and all, known and unknown, foreseen and unforeseen, bodily and personal injuries, including death, damage to property, and any related consequences whether or not occurring at the Cabin.

Hot tubs are cleaned prior to each Guest arrival. If the Guest desires an additional cleaning during occupancy, CROG will provide an additional cleaning for a \$65 fee.

#### 4.4 Child Safety

The cabin is designed for adult use and has NOT been designed for child safety. Guest must exercise extreme caution and completely monitor minors, especially around hot tubs, electrical outlets, deck railings, and loft railings.

#### 4.5 Outdoor Safety

All recreational activity on or off the Cabin property shall be done at the Guest's own risk. This shall include, but is not limited to:

- (1) Hiking on the property;
- (2) Using stairs down to the railway tracks;
- (3) Using hiking paths across to the Toccoa River;
- (4) Using boat docks on lakes or rivers; and

- (5) Boating, canoeing, kayaking, tubing, swimming, or fishing on lakes or rivers;
- (6) Approaching or viewing wildlife;
- (7) Any other recreational activity.

#### 4.6 Wildlife

During all seasons, but especially during the Spring and Summer, black bears tend to forage for food in trash cans. Guests need to remain aware that, even if a bear or other wild animal does not appear aggressive, a bear or other wild animal should be considered dangerous and should never be approached, fed or teased.

To minimize the risk of injury, food should not be left outside and garbage bags should be secured in closed and locked garbage containers (bears have figured out how to open unsecured garbage containers).

Because the cabin is located in the mountains, Guest can anticipate encounters with wildlife such as deer, raccoons, snakes, bugs of various types, wasps, yellow jackets, and hornets. Guest should prepare for these encounters, never approach wildlife and always exercise extreme caution. In the event Guest, or any occupant, is allergic to bee, wasp or hornet stings, Guest should remember to look into trees and along the roof of the Cabin to insure no nests or other concentration of said insects are located nearby. If such a nest is located, do not attempt to remove the nest. Please contact CROG to request an authorized CROG representative remove or neutralize the nest.

June 08, 2018 Occupant acknowledges understanding of Section 4: Safety.  
*CROG*

### **SECTION 5: PROPERTY MAINTENANCE & DAMAGE**

#### 5.1 Cabin Condition

Guest should inspect the Cabin within the first hour of arrival. If damaged furniture, scratches on the floor, or other damage is discovered, please contact the CROG office (706-632-2246) and forward an email to [info@cabin-rentals-of-georgia.com](mailto:info@cabin-rentals-of-georgia.com) that describes the discovered damage. In the event that CROG does not receive a written description via email or otherwise within one hour of check-in, Guest will be expressly acknowledging that no such damage existed.

Guest agrees to leave the cabin in substantially the same condition as it was upon check-in. Guest is responsible for any damage, loss of cabin contents, abuse, and conduct requiring excessive cleaning.

Following check-out, CROG will perform a Cabin walk-through to insure the Cabin was left in the substantially same condition. CROG will notify the Guest of any discovered damage or loss within 30 days of check-out or as set forth in this Agreement. Guest agrees to be solely responsible and pay for all damage or loss caused by Guest or any occupant, not including any qualified damages covered by the accidental damage waiver.

The Guest's credit card will be charged for any such amounts and Guest hereby expressly authorizes said charges. If the damage or loss exceeds the credit card limit, CROG will notify the Guest and provide ten (10) business days for Guest to tender an alternate source of payment.

## 5.2 High-Heeled Shoes & Boots

High-heeled shoes and boots scuff and dent the cabin's soft wood floors. In order to prevent this type of costly damage, wearing high-heeled shoes or boots in non-carpeted areas inside the cabin is prohibited.

## 5.3 Septic System

In order to maintain a proper functioning septic system, please do not flush feminine hygiene products, baby wipes, paper towels, or any kind of trash down the toilets. This is strictly prohibited and constitutes a policy violation. Guest will be charged a \$500 fee.

## 5.4 Maintenance

Cabin equipment should be in working order. Prior to reporting an issue, Guest should evaluate the situation carefully. CROG cabins are located all over the Fannin County area and it takes time to respond. If maintenance is called out to the Cabin and the equipment issue is found to be frivolous, the service call in the amount of \$65.00 will be charged to the Guest's credit card.

Guests may report repair issues to the CROG maintenance office (706-669-4848) and every reasonable effort will be made to promptly repair defective equipment.

Refunds will not be made for inoperative air conditioners, hot tubs, appliances, mechanical failures, internet outages, utility delays etc. Guest agrees that CROG or other service providers may enter the Cabin at reasonable times for the purpose of making needed repairs.

CROG cannot predict or control construction, road repair, or other maintenance taking

place in areas surrounding the cabin. Refunds or rate adjustments will not be made should such circumstances arise.

June 08, 2018 Occupant acknowledges understanding of Section 5: Property Maintenance & Damage.  
*CROG*

## **SECTION 6: AMENITIES**

### **6.1 Amenities Listed On Website**

The guest acknowledges that it is their responsibility to thoroughly read the list of amenities and property description provided by CROG for the property they have chosen to rent. They acknowledge that CROG has posted a detailed property description and complete list of amenities on their website. Assumptions made on their part and/or failure to read the property description and/or list of amenities will not result in a refund under any circumstances.

### **6.2 Fireplaces / Firewood**

Guest assumes full responsibility for any and all damage caused to any fireplace by firewood not obtained from CROG. Guest should avoid utilizing evergreen wood or other wood that may cause excessive smoke and residue in the Cabin's chimney.

Guest may place a firewood order either prior to arrival or during the stay by contacting the CROG office. Wood burning & gas fireplaces inside cabins are seasonal and are non-operational from May 15th - September 25th.

### **6.2 Home Furnishings & Equipment**

The Cabin is furnished and equipped by the third party owners. As such, the furnishings and equipment may change from time to time without notice and are not within the sole control of CROG.

### **6.3 Televisions**

Cabins have different television subscription packages. CROG does not guarantee certain programs or televised events will be available. Guests may call the CROG office and inquire about providing a one-time program / event.

Guest is financially responsible for ordering pay-per-view programs plus an additional \$25 charge per program. Such expenses will be charged against the Guest's credit card.

Guest shall not change the TV, DVD, or sound system connections. No games or other electronic equipment should be connected to the systems. If it is necessary for a service repairman to reconnect the equipment, the expense will be charged against the Guest's credit card.

June 08, 2018 Occupant acknowledges understanding of Section 6: Amenities.  
*CROG*

## **SECTION 7: LOST & FOUND**

### **7.1 Items Left Behind**

CROG is not responsible for personal items left at the Cabin either during the dates of occupancy or after check-out. Guest must take all necessary precautions to secure all valuables and property. CROG assumes no liability at any time for any property belonging to Guest and Guest expressly hereby accepts sole responsibility for the security any property belonging to Guest or other occupants of the Cabin. Any personal items found after check-out may be returned by cleaning or maintenance staff to the CROG office for pick-up, however, CROG simply provides this service as a convenience to Guest. CROG does not guarantee or warrant said items will be found and returned. If any items are returned, items can be shipped to the Guest at the Guest's expense.

June 08, 2018 Occupant acknowledges understanding of Section 7: Lost & Found.  
*CROG*

## **SECTION 8: WAIVER, RELEASE & INDEMNIFICATION**

### **8.1 Waiver & Release**

The undersigned (for myself, my heirs, minor children, executors, administrators, and assigns) hereby agrees, for the sole consideration of the enrichment, opportunity and experience I expect to derive from utilizing the Cabin and surrounding real property and for the consideration of CROG allowing my participation in said recreational activity to waive, release, hold harmless, covenant not to sue, and forever discharge CROG, and its

members individually, and its officers, employees and agents from any and all present and future claims resulting from ordinary negligence, demands, rights, causes of action, judgments costs and expenses, or other liability of whatsoever kind or nature related to or resulting from my participation in or growing out of or in any way connected with my temporary occupancy of the Cabin and/or recreational activities either arising before, during and / or subsequent to said temporary occupancy, including but not limited to any and all, known and unknown, foreseen and unforeseen, bodily and personal injuries, including death, damage to property, and any related consequences whether or not occurring at the Cabin.

Because of the nature of the recreational activity at the Cabin, and the surrounding recreational opportunities, there is an inherent risk of injury. This results in a practical limitation being placed on CROG in its effort to prevent injuries to Guest, whether actively participating in recreational activity, observing wildlife, or taking advantage of or traveling to the various recreational activities located in, at and around the Cabin.

In consideration of the previously stated factors, the undersigned Guest acknowledges the existence of inherent risks in connection with these activities, assumes such risks, and agrees to accept the responsibility of any injuries sustained by him/her in the course of his/her presence upon or use of the Cabin, the surrounding real property or otherwise in any way related to CROG. More specifically, the participant acknowledges and accepts risks in one or more of the following general areas:

1. The proximity of bears and other wildlife, including hornets and wasps;
2. Possible injuries, death or medical disorders arising out of the participant's physical involvement at the Cabin and during recreational activity, utilizing the hot tub or during associated recreational activity;
3. Accidents or injuries that occur at the Cabin.
4. Participating in recreational activity that includes water and/or natural terrain for hiking and related recreational activity.

The Guest further acknowledges the existence of and the need for certain rules and procedures concerning the use of the Cabin that may be issued by CROG and he/she agrees to abide by those rules. The undersigned Guest also warrants and guarantees that he/she shall abide by all laws and regulations of the United States and the State of Georgia at all time while he/she is engaging in any recreational activity at or near the Cabin.

The undersigned participant understands that the acceptance of this form by CROG shall not constitute a waiver, in whole or in part, of immunity to liability established by O.C.G.A. § 51-3-20 et seq. and O.C.G.A. § 27-3-1 et seq. Further, the undersigned participant understands that this document, for purposes of said statutes, provides limited and revocable written permission to utilize real property surrounding the Cabin for "recreational purposes" and includes fishing in authorized areas, thus limiting any liability of CROG. I understand that this document shall be effective during the entire period I am engaging in any recreational activity or traveling to or present at the Cabin.

## 8.2 INDEMNIFICATION (COVENANT NOT TO SUE):

With the except of claims arising from only the sole and/or gross negligence of CROG, I agree to hold harmless, defend, and indemnify CROG / cabin owner(s) and its members individually, and its officers, agents and employees from any and all claims, costs, attorneys' fees, damages, verdicts, defense costs or suits of any nature whatsoever that are in any way related to my occupancy of the Cabin or any of my activity that is in any way related to CROG or the Cabin. This includes, but is not limited to, any claims arising from my alleged actions that caused injury or property damage to others or any claims that arise from or are in any way related to any person who is present at the Cabin or surrounding real property with my express or implied permission. The undersigned (for myself, my heirs, executors, administrators, and assigns) hereby acknowledge that I am solely responsible for any hospital or other costs arising out of any bodily injury or property damage sustained while at the Cabin or surrounding real property or recreational activities related in any way to CROG or the Cabin and affirm that I have both accident and medical insurance coverage and / or that I accept complete responsibility for any and all medical expenses that I may incur through participation in said recreational activities or being present at the Cabin.

June 08, 2018 Occupant acknowledges understanding of Section 8: Waiver, Release & Indemnification.  
*CROG*

## SECTION 9: ARBITRATION & ATTORNEY FEES

### 9.1 Arbitration

CROG and Guest hereby expressly waive their right to a jury trial for any and all civil disputes, claims or causes of action that relate in any way to this Agreement or arise from this Agreement. Any such dispute, claim or cause of action arising out of this Agreement shall be submitted to and subject to binding arbitration, governed by the rules set forth by the American Arbitration Association and as set forth by O.C.G.A. § 9-9-1 et seq. The location of any arbitration shall only be Fannin County, Georgia.

If a party has submitted a timely demand for arbitration, the arbitration must take place within one year from the date of the arbitration demand. Each party shall be limited:

- (1) One set of Form Interrogatories (25 questions);
- (2) One set of Special Interrogatories (25 questions);
- (3) One Demand to Produce Documents (25 demands);
- (4) One designated expert (if necessary); and



(5) Three total depositions (8 hours max each), including the expert.

If CROG and Guest cannot agree on an arbitrator, the arbitrator will be selected by the American Arbitration Association. CROG and Guest will split the arbitrator's fees. The arbitrator shall render an award and identify the prevailing party.

## 9.2 Attorney Fees

In addition to the award, the identified prevailing party shall be entitled to a reimbursement of all attorney fees and costs. The arbitrator's award as to the ultimate issue and as to the prevailing party's attorneys' fees shall have a binding effect upon all parties and said award may be enforced by any Court of competent jurisdiction.

In the event that CROG is required to engage the services of an attorney to collect any amounts due under this Agreement before filing any Arbitration, CROG shall be entitled to recover reasonable attorneys fees that may be charged against the Guest's credit card in an amount of 15% of the first \$500 due, and 10% of any amounts due in excess of \$500.

June 08, 2018 Occupant acknowledges understanding of Section 9: Arbitration & Attorney Fees.  
*CROG*

## SECTION 10: INTEGRATION

### 10.1 Integration

This Agreement represents the full contract between CROG and Guest Mr. Knight. There are no other agreements and no other representations have been made. Everything important to this Agreement has been reduced to a writing here.

### 10.2 Severability/Non-Waiver

Should any provision of this Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby, and said illegal or invalid part, term or provision, shall be deemed not a part of this Agreement. No failure of CROG to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of CROG's right to demand exact compliance with the terms hereof. This includes, but is not limited to, the

sole discretion to resolve a policy violation with Guest.

### 10.3 Binding Effect

This Agreement shall bind, inure to the benefit of, and be enforceable by CROG and the Guest, their respective heirs, devisees, and personal representatives. No assignment of rights, duties, or obligations under this Agreement may be transferred without CROG's written consent.

### 10.4 Policy Violations

To the extent Guest violates any provisions of this Agreement, in addition to a breach of this Agreement, said violation shall be considered to be a policy violation which may, in the sole discretion of CROG, result in Guest will be charged a \$500 fee. Further, Cabin occupancy may be immediately terminated and Guest agrees to immediately vacate said Cabin will all fees being forfeited.

Further, Guest is hereby expressly informed that O.C.G.A. § 16-8-5 prohibits a person from knowingly obtaining accommodations for free when said accommodations are available only for compensation. CROG establishes the fees and rates applicable to a Cabin based on number of occupants and whether there are any pets. Having more occupants than those listed and identified as required in this Agreement, having pets that are not identified as required by this Agreement, failing to pay for damages caused by Guest or any other action to benefit from the Cabin accommodations without paying the required fees set forth by this Agreement shall constitute "theft of services" and will be considered an intentional attempt to avoid payment after obtaining the accommodations and CROG shall reserve the right to seek remedies provided to a victim of the crime of theft of services, including but not limited to, prosecution of said theft. Also, if violations of this Agreement cause further damages to the Cabin, said damages shall be considered to have been caused during the commission of "theft of services."

### 10.5 Statute of Limitations

Any claim or dispute arising out of this Agreement, Guest's occupancy of the Cabin or in any way related to this Agreement shall be subject to a six (6) month statute of limitations. The statute shall begin to run upon the last day Guest occupied the Cabin and any and all claims, causes of action, disputes or other actions that arise from or relate in any way to the Cabin, the CROG, the Guest or this Agreement shall expire six months for the last day said Guest occupied said Cabin. To be considered to have timely presented a claim against the other party, a party must have submitted a timely demand for Arbitration within the six month period by serving the other party via certified mail, statutory overnight delivery or by personal service. In the event any litigation is filed, the same statute of limitation applies and expires at the end of six (6) month period following the last day Guest occupied the Cabin.

### 10.6 Intellectual Property

This Agreement and its form are the intellectual property of CROG and the reproduction

or use of the form or any contents of this Agreement is strictly prohibited without the express written consent of CROG.

#### 10.7 Forum

CROG does not waive the absolute requirement for Arbitration and this Paragraph is only to address the circumstance when one or more persons do not comply with the requirement to arbitrate. However, the parties agree that any civil lawsuit or action that is brought by any person that in any way relates to CROG, this Agreement, the Cabin or related in any way to Guest's participation in any activity related to this Agreement, shall be brought only in the Superior Court or Magistrate Court in Fannin County, Georgia and that only the laws of the State of Georgia shall apply to this Agreement. This is an absolute restriction on venue being only proper in Fannin County, Georgia and the parties expressly waive any right to bring any action related to this Agreement in any other venue and hereby expressly submit to the jurisdiction of the Superior Court of Fannin County, Georgia.

#### 10.8 Limitation of Liability

The parties agree that in no circumstance shall CROG have any liability to Guest or any person located at the Cabin for any damage or injury to property or person on account of any error, omission, breach of agreement/contract, prosecution or negligence that exceeds the sum of all fees paid to CROG by Guest or \$2,000, whichever is greater. This constitutes an express agreement to limit liability of CROG to a sum certain as set forth herein.

#### 10.9 Notice

In order for notice to be valid under this Agreement to CROG, the notice shall be in writing and addressed to Cabin Rentals of Georgia, LLC, 1690 Appalachian Hwy, Blue Ridge, Georgia 30513. Guest shall be responsible for providing CROG a valid mailing address or Guest shall be considered to have waived all notice under this Agreement.

June 08, 2018 Occupant acknowledges understanding of Section 10: Integration.

**CROG**

### **SECTION 11: SIGNATURE/ACKNOWLEDGEMENT**

Having read this entire document, I knowingly acknowledge my understanding of all provisions of this Agreement, these risks discussed and/or set forth herein and accept full responsibility for my own exposure to such risks or that of my minor child or ward. I know the nature of the Cabin occupancy/recreational activity and the demands of this activity relative to my physical condition and skill level and the potential impact of the types of injuries that may occur. I also understand that I am advised to consult with my physician

before engaging in any vigorous physical activities. I hereby assert that my participation in this activity is voluntary and that I knowingly assume all of the inherent risk of the activity. I hereby certify that I am at least 25 years of age, or my parent or guardian has signed below, that I am suffering under no legal disabilities, and that I, or my parent and/or guardian, have read this Agreement carefully, understand it, and agree to be bound by its terms. I have had the opportunity to have any attorney review this document on my behalf and any and all questions that I have concerning this document have been answered or resolved satisfactorily. I further understand that this document is valid for the entire duration of time that I am at the Cabin, any surrounding real property or engaging in any activity that is in any way related to CROG.

I agree to inform all other cabin occupants of the Agreement terms and take personal responsibility for their conduct and compliance with this Agreement.

All Guests and/or occupants must be identified by name and age below:

Adults

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CROG

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Children(If applicable)

The parties have executed this Agreement dated: 06/08/2018

Guest Signature:

CROG

Drivers License Number:123456

State Issued & Expiration Date: GA 06/18