

Terms of Service

Effective Date: March 11, 2020

Updated Date: September 9, 2022

ALL GUESTS MAKING BOOKINGS ARE REQUIRED TO ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT. THIS IS A LEGAL DOCUMENT AND MAY AFFECT YOUR LEGAL RIGHTS AND REMEDIES. PLEASE READ IT CAREFULLY. BY ACCESSING AND CONTINUING TO USE THE SITE, YOU AGREE TO EACH AND EVERY ONE OF THESE TERMS AND CONDITIONS. PLEASE DO NOT USE THE SITE IF YOU DO NOT AGREE TO EACH AND EVERY ONE OF THESE TERMS AND CONDITIONS.

Thank you for choosing WindRiver for your stay. Please read the following terms of service (“**Terms**”, “**Agreement**”) carefully, as these Terms govern your relationship with us, any Reservation you may book with us, our cancellation policies, fees associated with any violation of our rules, and other terms governing your stay at one of our Accommodations.

WindRiver Properties LLC d/b/a Ayres Vacation Rentals (hereafter “**WRP**”, “**WindRiver**”, “**we**”, “**us**”, “**our**”), a Tennessee limited liability company, provides limited licensed access to certain accommodations including vacation rentals, long-term rentals, medium-term rentals, and short-term rentals, as well as associated value-added services provided by WRP, whether directly or indirectly, in connection therewith (collectively, “**Services**”). WRP’s Services may be booked through WRP’s websites, <https://www.windriverliving.com/>, <https://windriver.guestybookings.com/>, and <https://nortoncreekrentals.guestybookings.com/>, <https://www.treehouse-grove.com>, <https://treehousegrove.guestybookings.com>, <https://nortoncreekresort.com>, stayatthetimber.com, www.ayresvacationrentals.com, including directories, subdirectories, subdomains, mobile or app versions, linked pages, application programming interfaces, and any other websites and access points through which WRP makes its Services available (collectively the “**Website**” or “**Site**”). WRP’s Services may also be made available, in whole or in part, over the phone or in the above-referenced accommodations themselves. Reference to the Services includes the use of the Site. If you do not agree to these Terms, you agree that you have no right to use the Site or Services and agree to immediately cease all use of the same.

By using this Website, by confirming a booking at one of our properties, by checking the “I agree” box on the checkout webpage for any WRP listing, or by clicking the “Book Now” button on the checkout page for any WRP listing, you accept and agree to these terms and conditions. If you disagree with these Terms or any part hereof, you must immediately cease and desist use of the Website. If you do not agree with these Terms or any part hereof, do not confirm a reservation with us, do not check the “I agree” box on the checkout page for any WRP listing, and do not click the “Book Now” button on the checkout page for any WRP listing.

This website uses cookies. By using this website and agreeing to these Terms, you consent to our use of cookies in accordance with the terms of WRP’s [Privacy Policy](#).

By using any of the Services, you agree to comply with, and be legally bound by, these Terms. These Terms govern your access to and use of the Services (as further defined below) and constitute a binding legal agreement between you and WRP. Any access to, or use of, the Services by anyone under the age of eighteen (18) is expressly prohibited.

Please read these Terms and WRP’s Privacy Policy carefully. WRP’s Privacy Policy may be found at <https://windriver.guestybookings.com/privacy-policy>. WRP’s Privacy Policy is incorporated by reference, in its entirety, into these Terms.

1. Definitions.

- a. “**Accommodation**” means any listing, accommodation, or property – which may include vacation rentals, long-term rentals, medium-term rentals, or short-term rentals – that may be booked in connection with the Services.

- b. **“Booking”** means limited, non-exclusive, licensed access subject to your agreement to these Terms to an Accommodation provided by WRP or access to Services provided by WRP.
- c. **“Content”** means any content – including text, graphics, images, music, software, audio, video, information, source code, or other materials – provided by any User, WRP, or licensed third parties, that is available through the Services.
- d. **“Guest”** means a User who requests a booking at, books, or stays at an Accommodation.
- e. **“House Rules”** or **“WRP’s rules”** mean rules or policies that apply to each Listing and are Listing-specific but may contain overarching property specific terms.
- f. **“Listing”** means an Accommodation made available for limited licensed access or rental by WRP in connection with the Services or any webpage controlled, in whole or in part, by WRP advertising same.
- g. **“Reservation”** or **“Accommodation Period”** means the temporal period for which you have licensed access to, or requested access to, an Accommodation provided by WRP or to Services provided by WRP, in connection with your Booking.
- h. **“Service Animal”** means an animal, **as defined by the ADA and Tennessee Code § 39-14-216**, that is often a dog, that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or mental disability. These animals are sometimes referred to as “seeing eye” dogs, helper animals, service animals, or support animals. Please note that notwithstanding the foregoing, emotional support, therapy, comfort, and companion animals are not considered service animals under the ADA.
Examples of tasks a service animal may perform include, but are not limited to:
 - i. Assisting individuals who are blind or have low vision with navigation and other tasks;
 - ii. Alerting individuals who are deaf or hard of hearing to the presence of people or sounds;
 - iii. Providing non-violent protection or rescue work;
 - iv. Pulling a wheelchair;
 - v. Assisting an individual during a seizure;
 - vi. Alerting individuals to the presence of allergens;
 - vii. Retrieving items such as medicine or the telephone;
 - viii. Providing physical support and assistance with balance and stability to individuals with mobility disabilities;
 - ix. Helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors.
- i. **“Services”** means use of the Website, or limited licensed access provided by WRP, whether directly or indirectly, to any Guest to a WindRiver Accommodation, as well as any associated value-added services provided by WRP in connection therewith, including, *inter alia*, cleaning, maintenance, or basic hospitality or toiletry provisioning.
- j. **“Tax”** means any sales tax, value added taxes (VAT), goods and services taxes (GST), personal or corporate income taxes, or any other municipal, state, or federal tax or withholding.
- k. **“Third Party Suppliers”** means any third-party vendors, contractors, or subcontractors who may provide services to you in connection with an Accommodation or Services.
- l. **“Trout Club”** means the Trout Club at Norton Creek which grants access to Norton Creek
- m. **“User”** means a person who uses WRP’s Services.
- n. **“User Content”** means all Content that a User posts, uploads, publishes, submits, or transmits to be made available through the Services.
- o. **“Website”** or **“Site”** means , <https://www.windriverliving.com/>, <https://windriver.guestybookings.com/>, and <https://nortoncreekrentals.guestybookings.com/>, <https://www.treehouse-grove.com>, <https://treehousegrove.guestybookings.com>, <https://nortoncreekresort.com>, stayatthetimber.com, www.ayresvacationrentals.com, including any directories, subdirectories, subdomains, mobile or app versions, linked pages, application programming interfaces, and any other websites and access points through which WRP makes its Services available.

- p. **“you”** means you, the Guest who has confirmed or is confirming a Reservation, or who is named on the Booking confirmation page on the Site when completing a Booking, as the case may be. Note that by entering into this Agreement, you agree that any reference made to “you” in these Terms encompasses liability for any additional guests and third parties – including, without limitation, any licensees, invitees, guests, family members, individuals, or animals – who, arising out of or in connection with your Reservation, enter or affect any Accommodation or affect any Reservation. You agree that you shall be solely and exclusively responsible for all conduct, acts, and omissions of any such additional guests and third parties as contemplated hereunder, that you shall bear sole and exclusive responsibility for any costs associated with any Losses created by such additional guests and third parties, and that you shall ensure that any such additional guests and third parties comply fully with all conditions, terms, and conditions imposed upon you under this Agreement.
2. **Booking Confirmation, License.** To complete a Booking for an Accommodation, the Guest named on the Booking (“you”) must agree to all terms contained in this Agreement. These Terms constitute a binding agreement between you and WRP. WRP is duly authorized to arrange for the occupancy of the Accommodation you seek to book and facilitates your occupancy of the Accommodation during the agreed period as set forth in the Booking. THIS AGREEMENT IS NOT A LEASE, NOR DOES IT IN ANY WAY CONFER ANY PROPERTY, LEGAL, OR BENEFICIAL RIGHTS, TITLE, OR INTEREST IN REAL ESTATE TO YOU. YOU ARE NOT A TENANT OF THE ACCOMMODATION. YOU HAVE NOT BEEN GRANTED EXCLUSIVE POSSESSION OF ANY ACCOMMODATION. By accepting the terms and conditions of this Agreement, you hereby acknowledge and agree that you are entering into a non-exclusive arrangement to occupy the Accommodation for the fixed term in your Booking, and that said license expires and terminates at the end of your Booking. This means that you have no right to stay in the Accommodation or to otherwise use or occupy all or any part of such Accommodation before or after the Accommodation Period set forth in your Booking, and you have no rights to renewal, extension or recurring use of the Accommodation without our prior, express, written consent. You cannot make any changes, alterations, or modifications to the Accommodation, nor can you move or remove any furnishings, fixtures, appliances, equipment or other items in, on, or around the Accommodation. You agree to abide by WRP’s rules as set forth in the Listing or these Terms and to abide by any restrictions placed on the Accommodation by WRP that may be set forth in the Booking or WRP’s rules, provided to you at or before check-in, which may include, without limitation, the maximum number of occupants allowed during your occupancy of the Accommodation, any areas of the Accommodation or items in, on, or around the Accommodation that have been designated “no access”, noise restrictions, or limitations on pets, events, smoking, or other activities at, on, around, or from the Accommodation. Your ability to occupy the Accommodation will be subject to immediate termination if you or any parties that occupy the Accommodation during the Accommodation Period violate any terms of this Agreement, WRP’s rules, the Guest Services Agreement, or any other agreement between you and another party in relation to the Accommodation, including any Third Party Suppliers.
3. **Booking Confirmation, Assent.** Any Booking you have initiated via the Site is not a confirmed unless and until you explicitly agree to these Terms, in their entirety. Your agreement to these Terms may be indicated and confirmed via a checkout page on the Site. When your booking has been paid for, in full, you will receive notice of your booking confirmation along with contact information, as well as property and Accommodation information.
4. **Cancellations.** WRP’s booking cancellation policies are Listing-specific. Additionally, all Bookings are subject to WRP’s rules.
- a. **Extenuating Circumstances Cancellations by WRP.** Except in extenuating circumstances beyond your reasonable control, as determined by WRP in good faith in its sole and exclusive discretion, WRP will endeavor not to cancel a Booking once a Booking confirmation has been sent. Should WRP need to cancel your Booking due to extenuating circumstances, WRP will contact you and may

try to arrange for an alternative accommodation for you during the Accommodation Period. If WRP is unable to assist in finding suitable alternative accommodations for the Accommodation Period in the event of a cancellation due to extenuating circumstances, WRP will credit or refund you consistent with these Terms. You agree that WRP and any Third Party Suppliers will have no responsibility or liability as a result of a cancellation of a Booking. For the avoidance of doubt, should you fail to adhere to WRP's rules or commit any anticipatory breach of this Agreement, including, without limitation, by indicating any intention not to adhere to WRP's rules, your Booking may be cancelled, and such cancellation will not be deemed due to extenuating circumstances.

- b. Cancellations by WRP.** In the event that WRP cancels your Booking for any reason, WRP will notify you as soon as is commercially reasonable under the circumstances, typically immediately upon cancellation. WRP may, at its sole and exclusive election, offer a substitute Accommodation comparable to the Accommodation originally booked. Should you accept such substitute, you agree that you will remain bound by these Terms as well as the applicable rules and policies for that substitute Accommodation. Should you decline the alternative Accommodation, or should WRP be unable or unwilling to offer an alternative, WRP may, subject to these Terms, credit or refund you up to the full amount of your Booking cost. WRP reserves the right to cancel any Booking for which you fail to complete the Guest Verification as described in Section 8 with the header "Guest Verification," below.
- c. Cancellations by You.** Should you elect to cancel your reservation, you agree that you will be bound by the applicable Listing-specific cancellation policy, which may result in partial or total forfeiture by you of certain fees. You agree that a condition precedent to booking an Accommodation is that you agree to all of these Terms (including in relation to the appointment of Third Party Suppliers) and further agree to be bound by all of WRP's rules and any Listing-specific rules as published on a Listing or furnished to you prior to commencement of your stay at an Accommodation. You agree that any failure by you to adhere to WRP's rules, any Listing-specific rules as published on a Listing or furnished to you prior to commencement of your stay at an Accommodation, or any anticipatory breach of this Agreement, without limitation, will be deemed a cancellation by you of your Reservation, as determined by WRP in good faith in its sole and exclusive discretion, and any applicable refunds will be determined by WRP on the basis that the reservation was cancelled by you. Nothing in this subsection should be construed as limiting any of WRP's rights, remedies, defenses, or ability to collect or pursue additional sums from you for violations of WRP's rules, damages to an Accommodation, or otherwise, arising out of or in connection with these Terms. All such rights, remedies, defenses, and abilities are hereby expressly reserved. In addition to any other situations as set forth elsewhere in this Agreement, you understand, acknowledge, and agree that your Reservation will be immediately terminated and deemed a cancellation by you should you:

 - i. Violate any rule or policy set forth in any Listing you have booked; or
 - ii. Violate any applicable law or ordinance;
 - iii. Host or attempt to host any unauthorized event, gathering, or party on the property, premises, or at any Accommodation.

You further understand, acknowledge, and agree that should you elect to cancel a Booking due to inclement weather, such cancellation will be deemed a cancellation by you for which no refund or credit will be due. You may, however, purchase insurance or other travel protection to insure against certain potential related costs or losses.

- d. Unavailability.** In the event that an Accommodation booked by you becomes unavailable for all or any part of the Accommodation Period due to extenuating circumstances and reasons beyond your reasonable control without any contributory fault on your part, and where WRP seeks to secure alternative accommodations for you, but you do not accept said accommodations, then you will be entitled to cancel your Booking without penalty. In such a case, you agree that WRP may issue a pro-rated refund in good faith, in its sole and exclusive discretion, based on the time of the cancellation and any time spent in an Accommodation by you, and that neither WRP nor

any Third Party Suppliers will be liable to you for any further amounts in respect of the cancellation of the Booking.

5. Fees.

- a. Prepayment.** Pursuant to this Agreement, you authorize WRP to collect and remit various fees and charges that will be due and owing by you in connection with your use of the Site, Services, or Accommodation, including, without limitation, the prepayment amount as set forth in the Booking, Accommodation fees, cleaning fees, taxes, extra people / additional guest fees, and all fees, charges, and taxes payable with respect to your booking of an Accommodation and use of Services provided by WRP or any Third Party Suppliers. By requesting to book an Accommodation, you authorize WRP to, and agree that WRP may, charge the debit or credit card you have supplied an amount equal to all prepayment fees required to be paid on confirmation of your Booking, as set forth on the checkout page for that Booking on the Site for the dates and Accommodation to which the Booking applies. If you book by phone or means other than the Site, you will be advised of such amounts and sent email confirmation of same. All prepayment amounts, as contemplated above, are required to be paid on confirmation of your Booking (such fees may amount to the entire amount of all fees due, including a security or damage deposit, amounts due to any Third Party Suppliers, and any taxes or other fees due arising out of or in connection with your Booking).
- b. Payment Terms.** Unless otherwise expressly stated in the Listing, payment terms for your reservation are as follows:

 - i. Grace Period.** Within twenty-four (24) hours of the sooner of your request to book an Accommodation or the confirmation of your Booking, you may cancel your Booking for a full refund, without penalty provided that such cancellation occurs no later than 24 hours prior to commencement of your Accommodation Period as specified on your Booking.
 - ii. Initial Prepayment.** As soon as your Reservation is confirmed, or within twenty-four (24) hours thereafter, WRP will charge and collect a prepayment amount of 50% of the Accommodation fee and of any other costs, fees, or Taxes specified on the Listing checkout or your Booking confirmation message.
 - iii. Initial Prepayment for Treehouses.** As soon as your Reservation is confirmed, or within twenty-four (24) hours thereafter, WRP will charge and collect a prepayment amount of 100% of the Accommodation fee and of any other costs, fees, or Taxes specified on the Listing checkout or your Booking confirmation message.
 - iv. Subsequent Payment.** WRP will charge and collect the remaining 50% of the Accommodation fee and of any other costs, fees, or Taxes specified on the Listing or your Booking confirmation within thirty (30) days from commencement of your Accommodation Period as specified on your Booking confirmation.
 - v. Non-Refundable.** The above-referenced Initial Payment, Subsequent Payment, and any other payments collected by WRP are non-refundable except as otherwise explicitly stated in these Terms.
 - vi. Travel Insurance.** You may purchase travel insurance in connection with your stay. Such insurance may insure against losses of any Deposit you may furnish to WRP.
- c. Accommodation Fees.** You agree to pay the Accommodation Fees as set forth in the Booking without deduction, counterclaim, or set off. You also agree to pay the cost of any damage, destruction, or loss (each individually a “Loss” and collectively “Losses”) to the Accommodation or its contents arising out of or in connection with your Booking and to pay any fees, costs, and expenses (including reasonable attorneys’ fees and disbursements) incurred by WRP or any of WRP’s Third Party Suppliers as a result of any attempt by you to enter the Accommodation prior to your Accommodation Period or due to your failure to vacate the Accommodation on a timely basis at the end of your Accommodation Period. In addition to the foregoing, you agree to pay, without limitation, the cost of any refunds, whether necessary, appropriate, or discretionary,

issued to any Guest arising out of or in connection with any Loss attributable to, or proximately caused by, you.

- d. **Scope of Fees at Checkout.** Unless otherwise explicitly noted, the Accommodation fees specified at checkout or in the Booking confirmation will include the fees due and payable with respect to the Accommodation only. Certain fees, including, *inter alia*, Taxes and a Cleaning Fee may also be specified at checkout and will be due and payable upon Booking confirmation. Additional services, activities, and amenities not explicitly stated as being included in the Accommodation fees are sold separately.
- e. **No Show.** Your prepayment will be collected and paid as set forth above under your Booking confirmation. If you fail to check-in to an Accommodation on the date of commencement of your Accommodation Period, then for the avoidance of doubt, you will be responsible for payment of the entirety of all Accommodation fees, taxes, any associated fees specified at checkout, including for additional services, for your Booking, and you authorize WRP to charge such sums to the credit or debit card that you supplied when making the Booking. Failure to check-in on the date of commencement of your Accommodation Period will be deemed a “no show,” and you agree that notwithstanding the foregoing, WRP may mark the dates of your Booking as available on the corresponding Listing or otherwise offer use of the Accommodation you booked to any other Guest.
- f. **Taxes.** In addition to the fees and charges for the Accommodation, WRP may also collect and remit to applicable governmental authorities any Taxes arising out of or in connection with your stay.
- g. **Phone Calls.** Certain Accommodations may include one or more telephone. Telephone use, including long-distance phone calls, in any Accommodation booked by you are billable to you for the full duration of your Accommodation Period and any time in which you overstay at any Accommodation or occupy any Accommodation prior to commencement of your Accommodation Period. You agree that any phone call costs and fees may be deducted from your Deposit, as described under section 7 of this Agreement.
- h. **Disclosures.** All mandatory and optional booking fees are disclosed in each Listing. If you fail to elect a desired option but seek to purchase that option thereafter, you agree that WRP is authorized to and may charge any payment method you have provided to WRP.
- i. **Guest Satisfaction & Refund Policy.** At Ayres Lodging Collective, we are committed to ensuring a comfortable and enjoyable experience for all our guests. While we strive to provide a seamless stay, we understand that unexpected concerns may arise. This policy outlines the steps for addressing on-site issues and the terms governing refunds.
 - i. **Non-Refundable Fees:** The following fees are non-refundable under any circumstances, including but not limited to: Administrative Fee, Concierge Fee, Credit Card Processing Fee, Generali Trip Insurance, Cancel for Any Reason (CFAR) Coverage
 - ii. **Reporting Issues:** Guests are required to report any issues encountered during their stay within six (6) hours of the incident. Notifications should be submitted via SMS or email to ensure proper documentation. Our team will respond promptly, aiming to have a staff member on-site within three (3) business hours during standard operating hours (9:00 AM to 5:00 PM EST), to assess and address the concern.
 - iii. **Resolution Process:** We request that guests allow us the opportunity to resolve any reported issues before considering a refund request. If we are not provided the opportunity to address and resolve an issue during your stay as outlined in our Guest Satisfaction & Refund Policy, no refund will be issued. It is the guest's responsibility to report concerns promptly and allow our team to implement a resolution. Failure to do so forfeits any eligibility for compensation or refund. If the issue cannot be resolved to the guest's satisfaction after reasonable efforts by our team, the following options will be provided:
 - 1. **Alternative Accommodation:** If a comparable property is available nearby, guests may be offered the option to transfer to the alternative accommodation at no additional cost.

2. **Refund Options:** If the guest chooses to vacate the property, a full refund for the remaining nights of the booking will be issued. If the guest opts to remain at the current property, a partial refund of up to fifty percent (50%) of the accommodation fare for the remaining nights may be offered.
 - iv. By confirming your booking, you acknowledge and agree to the terms outlined in this Guest Satisfaction & Refund Policy.
6. **Vacation Rental Damage Protection:** As a part of your stay, you may purchase a Vacation Rental Damage Protection plan designed to cover unintentional damages to the Accommodation interior that occur during your stay, provided that such damages are disclosed to WRP prior to check-out. If purchased, the policy will pay a maximum benefit of three-thousand dollars (\$3,000.00 USD). Any damages that exceed three-thousand dollars (\$3,000.00 USD) or are not covered under the plan will be charged to any credit card or debit card account you have provided to WRP. If, during your Accommodation Period, an insured person causes any damage to real or personal property of the Accommodation as a result of inadvertent acts or omissions, the Insurer will reimburse the Insured for the cost of repair or replacement of such property up to a maximum benefit of three-thousand dollars (\$3,000.00 USD) provided that all requirements of the specific claim are satisfactorily met. Certain terms and conditions apply. Full details of the Vacation Rental Damage coverage are contained in the Description of Coverage or Insurance Policy here www.csatravelprotection.com/certpolicy.do?product=G-20VRD. The Vacation Rental Damage can be purchased up to, and including at, check-in. By submitting payment for this plan, you authorize and request Customized Services Administrators, Inc. d/b/a Generali Global Assistance & Insurance Services to pay directly WRP any amount payable under the terms and conditions of the Vacation Rental Damage. Please contact WRP directly if you do not wish to participate in this assignment. Nothing in this Section should be construed as limiting and rights, remedies, or defenses available to WRP, all of which are hereby expressly reserved. To ensure that responsibility is properly attributed to any responsible party, should you discover any damage to an Accommodation or its contents, you understand, acknowledge, and agree that should you discover any damage upon check-in, you will notify WRP of same immediately.
7. **Guest Protect Travel Insurance (G-330CSA).** Vacation Rental Insurance has been made available with your reservation. Vacation Rental Insurance provides coverage for the loss of prepaid, non-refundable expenses due to certain unforeseeable circumstances that may jeopardize your vacation investment and force you to incur unplanned expenses. Trip Cancellation and Trip Interruption coverage is available for events such as a sickness or injury of yourself, family member or traveling companion; flight delays due to adverse weather; interruptions of road service; terrorist acts; and mandatory evacuations. The plan also includes other valuable coverages such as Medical and Dental, Baggage, and Emergency Assistance and Transportation in addition to useful services such as identity theft, concierge and 24/7/365 emergency assistance. We strongly recommend you purchase this valuable protection. Additional terms and conditions apply; please read your Description of Coverage/Policy carefully and contact Generali Global Assistance at 866-999-4018 with coverage questions.
8. **Payment Authorization.** You agree to authorize WRP to authorize or pre-authorize an amount, as specified to you in connection with your Reservation prior to commencement of your stay at an Accommodation, from a credit or debit card account supplied by you (which may be the same card/account or a different card/account you supplied at the time of Booking). You further agree that, as a condition precedent to commencing your stay at an Accommodation, WRP will be entitled to initiate an authorization, pre-authorization, hold, or one or more charges against this credit or debit card in the event of a late check-out, early arrival, overstaying, or to cover any Loss arising out of or in connection with your Reservation and/or to cover a deposit or hold as against any potential damage to an Accommodation or its contents or any Loss arising out of or in connection with your Reservation. You understand, acknowledge, and agree that the requirement of a deposit or hold for your Reservation by WRP is a material condition of this Agreement and a fundamental element of the basis of the bargain between WRP and you. Accordingly, in the event that your bank or card issuer places any temporal

restrictions on the length of authorization or pre-authorization hold, you agree to promptly provide any information to WRP necessary or appropriate for WRP to initiate a new hold, that may overlap with any prior hold, to ensure continuity of amounts available to WRP to charge in the event of any Loss arising out of or in connection with your Reservation. You agree that any failure by you to maintain an active credit or debit card account with an available balance sufficient to cover all fees and holds contemplated under these Terms in connection with your reservation, and any failure by you to furnish evidence of same to WRP along with all information necessary for WRP to process corresponding holds or charges as contemplated in this section, may result in the immediate termination of your Reservation at WRP's sole and exclusive discretion. In the event of any such termination, you agree that your reservation termination will be deemed a cancellation by you, as specified elsewhere in these Terms. Nothing in this subsection should be construed as limiting any of WRP's rights, remedies, defenses, or ability to collect or pursue additional sums from you for violations of WRP's rules, damages to an Accommodation, or otherwise, arising out of or in connection with these Terms. All such rights, remedies, defenses, and abilities are hereby expressly reserved.

- 9. Deposits, Liquidated Damages.** You understand, acknowledge, and agree that, for certain Services, Listings, or Accommodations, you may be required to provide a deposit, to pre-authorize a charge or charges by WRP, or to authorize a charge or hold on your credit or debit card account, and in any such case, you agree to authorize or permit WRP to initiate and effect same (for the purposes of this section, any such deposit, pre-authorization, charge, or hold, as contemplated under this section is a "**Deposit**"). Any Deposit amount will be noted in the Listing or otherwise relayed to you prior to commencement of your Accommodation Period. Failure to furnish a Deposit as requested may result in the immediate termination of your Reservation at the sole and exclusive discretion of WRP. You understand, acknowledge, and agree that your Deposit may be used to cover any fees, costs, expenses, or disbursements arising out of or in connection with your use of the Site or Services, including, *inter alia*, unpaid fees for license or use of any Accommodation or Service, any costs associated with any Loss attributable to you as determined in good faith by WRP, in its sole and exclusive discretion, and any applicable costs or fees associated with any violation of this Agreement. In addition to the foregoing, you understand, acknowledge, and agree that the following conduct may disturb neighbors or other Guests, cause reputational harm, diminish brand value, or result in potentially unfavorable but incalculable near-term, medium-term, or long-term community opinions or regulatory changes that could detrimentally effect WRP:
- a. Illegal conduct, including illegal drug possession, production, sale, purchase, or use;
 - b. Violations of any law or ordinance, including any noise ordinance violation;
 - c. Excessive noise, as deemed in good faith by WRP, or occurring between the hours of 10:00PM and 8:00AM EST.
 - d. Events, gatherings, or parties, regardless of duration, not expressly authorized in writing, in advance, by WRP;
 - e. Any public or private nuisance or disturbance likely to disturb or annoy any surrounding property owner; or
 - f. Creating a Booking, or commencing a stay at an Accommodation, under false pretenses or in connection with you having supplied any false or inaccurate information in connection with any such booking, including, *inter alia*, a false or inaccurate name, age, size of group, or payment information.

Should any of the foregoing conditions arise out of or in connection with your Reservation, you understand, acknowledge, and agree that you shall forfeit your entire deposit to WRP as liquidated damages, that your deposit represents a reasonable estimate of potential damages at the time you enter into this Agreement and not a penalty, and that actual damages for the above-referenced disturbance, reputational, brand-value, community opinion, and regulatory harms are indeterminable or difficult to measure. Notwithstanding the foregoing, nothing in this section should be construed as limiting in any way any of WRP's rights, remedies, or defenses in seeking recovery of any separate, determinable, or calculable actual damages.

- 10. Check-Out, Overstays.** The check-out time at the Accommodation is as stated in the Listing for your Accommodation Period. Unless WRP has provided prior, express, written consent for a later check-out as a part of your Booking or has expressly agreed in writing to an extension or a further period of occupancy that has been confirmed by a subsequent Booking confirmation, then you will be responsible for a full day's Accommodation fee for any overstaying past the check-out time on the day of your departure at a rate of 150% of the then-prevailing effective daily rate, in addition to any costs or fees arising from your overstay, including, without limitation, any Loss, any necessary, appropriate, or discretionary refund provided to any other Guest arising out of or in connection with your overstay, as well as reasonable attorneys' fees and disbursements. You agree that if you overstay by more than two (2) hours then WRP reserves the right to enter the Accommodation, whether directly or by an agent, and to remove your belongings, change the locks to the Accommodation, and take such further action as may be necessary or appropriate. You agree to pay for all costs arising out of or in connection with any such action and that WRP may charge any corresponding charges to any debit or credit card account that you have provided to WRP. In addition, you will be responsible for an additional fee equivalent to 150% of the effective daily rate of your stay for each day (or part thereof) that you overstay, as well as any other damages, fees, costs, or expenses (including reasonable attorneys' fees and disbursements) incurred by WRP or any of its Third Party Suppliers, including without limitation, as a result of loss of any subsequent booking or part thereof for the Accommodation or in connection with finding alternative accommodations for any subsequent Guest who had a booking for the Accommodation for all or any part of the time that you overstayed.
- 11. Accommodation Condition.** All Accommodations are provided in "as is" condition. WRP shall make commercially reasonable efforts to ensure the operation of amenities advertised in an Accommodation at the time of booking. You understand, acknowledge, and agree that WRP is not responsible for the failure of, or non-functioning of, any amenity, but will make commercially reasonable efforts to correct the failure or non-functioning of any such amenity following receipt of notice thereof. You agree that should you discover any amenity in an Accommodation to have failed or to be non-functioning, in whole or in part, to notify WRP immediately of same. You further agree that WRP shall in no way be liable to you should you fail to provide such notification to WRP, and that non-functioning amenities may be potentially dangerous or involve potential risks if improperly used. Any attempt by you to use a non-functioning amenity shall be at your own risk. WRP may, in its sole and exclusive discretion, elect to issue partial credits or refunds where the failure or non-functioning of one or more advertised amenities arises, and where such failure or non-functioning was not caused by, contributed to by, or not otherwise attributable to, you. In such case, please note that the amount of any such credits or refunds will never, in aggregate, exceed the amount paid by you for your associated Reservation. Please also note that all references to amenities in this section are exclusively for amenities within WRP's control. Repair and maintenance of shared amenities may be out of WRP's control, and you understand, acknowledge, and agree that WRP makes no warranty as to the condition, functioning, or operation of any such amenities. If you do not know whether a specific amenity referenced or pictured in a listing is a shared amenity, please contact WRP to ask before booking.
- 12. Safety and Guest Conduct.** You have primary responsibility for your own safety and for the safety of anyone that you allow in, on, or around the Accommodation during your stay. You agree that you must read and that you will read any fire, health, and safety rules and regulations that are provided or otherwise made available to you and that you will listen to any instructions or explanations that are provided. It is your responsibility to bring any concerns regarding the Accommodation to the attention of WRP and to ask any questions that you may have if you do not understand any of the guidance or instructions provided. You understand, acknowledge, and agree that any breach by you of this "Safety and Conduct" section, including its subsections, may result in the immediate termination of your Reservation. You agree that in such case, such termination will be deemed a cancellation by you as described elsewhere in this Agreement.

- a. **Health and Safety Risks.** If you become aware of anything during your stay that you believe is a health or safety risk, you agree that you will inform WRP immediately. You further agree that WRP and its Third Party suppliers will have access to the Accommodation at all times during your stay to address any such issues.
- b. **Rule Compliance.** You agree to comply with all of WRP's rules, all local laws and regulations, any building regulations, and any reasonable directions of WRP and its Third Party Suppliers. WRP's rules will be supplied to you on or before your check-in.
- c. **Unauthorized Guests.** You may not allow any person other than the person(s) named in the Booking to occupy the Accommodation at any time, except the total number of additional guests as may be specified in the Booking, without substitution. For the avoidance of doubt, this means that, for example, if you book an Accommodation for three people, no more than three different people may enter the Accommodation during your Reservation, and you may not have one person stay for part of your Accommodation Period followed by a different person substituting for that first person later in the Accommodation Period, unless both of those people are identified as different additional guests in your Booking prior to confirmation. This Agreement is personal to you and may not be transferred or assigned to any other person(s). You agree that you will not allow any person other than the person(s) named in the Booking to access or occupy the Accommodation, unless requested in writing and approved in writing by WRP.
 - i. **Overoccupancy Termination.** In the event that you have permitted any unauthorized person to enter or otherwise occupy any Accommodation, the premises, or the property, or have exceeded any guest limit as referenced-below, WRP reserves the right to immediately terminate your Reservation, with such termination to be deemed a cancellation by you.
- d. **Guest Limits.** Your Booking specifies the maximum permitted number of guests who are authorized to stay in the Accommodation during your Accommodation Period. If you allow more than the maximum number of people, regardless of age (infants included), to occupy or stay in the Accommodation, including via additional guest substitutions, you will be liable to pay a supplement of up to 100% of your effective daily rate for each unauthorized guest. For the avoidance of doubt, the maximum number of guests applies to all potential entrants, including, *inter alia*, overnight guests, day visitors, children, and infants.
- e. **Animal Policy** The Timber at Holly Branch does not allow pets or animals of any kind on the property. However, we comply with the Americans with Disabilities Act (ADA) and Tennessee state laws by accommodating trained service animals that assist individuals with disabilities.
 - i. **Definition of a Service Animal.** A service animal, as defined by the ADA and Tennessee Code § 39-14-216, is a dog (or, in some cases, a miniature horse) that has been individually trained to perform a specific task for an individual with a physical, sensory, psychiatric, intellectual, or other mental disability.
 - 1. Service animals are **NOT**:
 - a. Emotional support animals (ESAs)
 - b. Therapy animals
 - c. Comfort pets
 - d. Any untrained animal
 - 2. These **do not** qualify as service animals under the ADA or Tennessee law and are not permitted in the hotel.
 - ii. **Verification Process.** To ensure compliance with **Tennessee SB1393**, guests bringing a service animal must adhere to the following:
 - 1. Answer Two Questions Upon Check-In:
 - 2. Is the dog required because of a disability?
 - 3. What specific task is the dog trained to perform?
 - iii. **Provide Required Documentation:**

1. A statement from a licensed healthcare provider confirming:
 - a. The guest has a disability as defined by the **ADA**.
 - b. The service animal is necessary to assist with that disability.
 2. Proof of up-to-date rabies vaccination (per **Tennessee Code § 68-8-103**)
 3. A brief description of the task the service animal is trained to perform
- iv. Submission Deadline:**
1. Documentation must be submitted within 72 hours of booking confirmation.
 2. If a reservation is made within 72 hours of check-in, documentation must be submitted prior to check-in.
- v. Failure to provide valid documentation will result in denial-of-service animal accommodations and possible cancellation of the reservation without refund.**
- vi. Service Animal Conduct Requirements**
1. To maintain a luxury environment for all guests, service animals must follow these rules:
 - a. Leash Requirement:
 - i. Service animals must be leashed, harnessed, or always tethered in public and shared spaces.
 - b. Non-Disruptive Behavior:
 - i. Service animals must always remain under control.
 - ii. Excessive barking, aggression, or disruptive behavior is not allowed.
 - iii. If a service animal causes disruption, the guest will be asked to leave, and a \$100 fine will be applied.
 - c. No Unattended Animals:
 - i. Service animals may NOT be left alone in any room or hotel space.
 - ii. If a service animal is left unattended, a \$100 fine will be imposed.
 - d. Cleanliness & Waste Disposal:
 - i. Guests must properly dispose of animal waste. The hotel does not provide animal disposal stations.
 - ii. The hotel reserves the right to charge an additional cleaning fee if excessive pet hair, stains, or odors are left behind.
 - iii. Guests are responsible for providing their own pet supplies including, but not limited to, bowls, furniture covers, beds, leads, collars, and leashes.
- vii. Fraudulent Claims & Legal Consequences**
1. **Per Tennessee Code § 39-14-216 and Tennessee SB1393**, misrepresenting an animal as a service animal is a punishable offense. Anyone found to be fraudulently claiming a pet as a service animal will be subject to legal penalties and may be asked to vacate the property without a refund.
- viii. Hotel Rights & Exclusions**
1. The Timber at Holly Branch reserves the right to refuse accommodation if:
 - a. The service animal is not housebroken.

- b. The service animal is out of control and the handler does not take corrective action.
- c. The guest fails to provide the required documentation within the stated deadline.

2. If a reservation is canceled due to non-compliance with this policy, it will be considered a guest-initiated cancellation, and no refund will be provided.

- f. Basic Guest Expectations.** In addition to complying with the terms of this Agreement, WRP's rules, and any rules of WRP's respective Third Party Suppliers, you also agree that you will:
- i. Behave in a civilized manner and be good neighbors, respecting the rights of all surrounding property owners;
 - ii. Not create any noise or disturbance likely to disturb or annoy any surrounding property owner;
 - iii. Not cause, create, initiate, enable, perpetuate, or permit in any way a party of any sort not explicitly authorized in advance, in writing, by WRP;
 - iv. Keep the Accommodation clean, tidy, and orderly, and leave the Accommodation in the same or better condition as you found it;
 - v. Not keep or take any pets or animals into the Accommodation (unless otherwise agreed with WRP for an Accommodation specified as pet-friendly in the Confirmation of Booking. Please note that consistent with WRP's nondiscrimination policy, we welcome Guests with Service Animals to book consistent with ADA guidelines. We encourage transparent communication in advance, so we can be sure to provide the best Accommodation to suit your needs. Please note that if you bring an animal on the premises or into an Accommodation, you may be asked to remove the animal, even if it is a service animal, if:
 - 1. The animal is out of control and the animal's handler does not take effective action to control it; or
 - 2. The animal is not housebroken.

In either scenario, provided you have not otherwise violated these Terms, you may be given an opportunity to use the Accommodation without the animal if you so choose. Given their role in providing service, a Service Animal should never be left alone in an Accommodation. You understand, acknowledge, and agree that the presence of a Service Animal does not absolve you of any other obligation under this Agreement including obligations regarding noise, disturbances, and damage or losses. If you have a Service Animal, that Service Animal may be prohibited from entering a shared space where such entry would create a health or safety hazard to others on the premises (e.g. allergic reactions) or where the Service Animal's presence is prohibited by law. With respect to treehouse Accommodations, please note that, by law, non-native animals are not allowed in the Great Smoky Mountains National Park;
 - vi. Not do anything that will or might constitute a breach of any consents in relation to the Accommodation or that will or might be in breach (in whole or in part) of any insurance in effect with respect of the Accommodation from time to time;
 - vii. If the Accommodation is part of a building or complex with common areas, not obstruct or leave any objects or waste in any common areas;
 - viii. Not leave any object, waste, or obstruction outside of the Accommodation;
 - ix. Not do or permit to be done in, on or around the Accommodation anything which is or which may be or become a nuisance (whether actionable or not), damage, annoyance, inconvenience, or disturbance to WRP, or to tenants or occupiers of the building or any owner or occupier of any neighboring property, including, *inter alia*, playing loud music or musical instruments, smoking, dancing, entertaining at the Accommodation, or moving furniture;
 - x. Not conduct any illegal activity in, on, around, or from the Accommodation;

- xi.** Not conduct any business or commercial activity whatsoever in, on, around, or from the Accommodation. This includes film, video, digital, and photo shoots;
- xii.** Not make any change, modification, alteration, or addition whatsoever to the Accommodation or its contents;
- xiii.** Not use the Accommodation for any purpose other than for personal accommodation;
- xiv.** Not invade the privacy of any of WRP's neighbors, if any, or publish or reveal anything that might allow a third party to identify the address of the Accommodation or the identity any of the neighbors of the Accommodation, if any, or any personal information regarding such neighbors, if any, or the Accommodation (even if such information is already in the public domain);
- xv.** Acknowledge and obey WRP's rules and be mindful of potential risks including, without limitation, balconies, swimming pools, hot tubs, golf courses, trampolines, fitness equipment, and other recreational equipment;
- xvi.** Not to access any cupboard, drawers, or storage areas that are locked or otherwise barred from access. You may be subject to a charge for any attempt to open any such locked, secured, or restricted area;
- xvii.** Respect and follow all check-out procedures in connection with your Booking.

You agree that if you violate any of the above-referenced "Basic Guest Expectations," WRP may immediately terminate your Reservation, that you will immediately vacate the Accommodation upon such termination, and that such termination shall be deemed a cancellation by you, as described elsewhere under this Agreement.

- g. Indemnification.** You hereby agree to defend, indemnify, and hold harmless, to the fullest extent permissible by applicable law, WRP and its Third Party Suppliers, their respective parents, subsidiaries, and affiliates, and their respective directors, officers, employees, contractors, heirs, administrators, representatives, successors and assigns (collectively, the "**Indemnified Parties**") in respect of any and all costs, claims, damages, liabilities, and expenses whatsoever (including, without limitation, attorneys' fees and disbursements) suffered or incurred by any of the Indemnified Parties, arising out of or relating to a breach or alleged breach by you of this Agreement, including, without limitation, this section and its subsections. You further agree to defend, indemnify, and hold harmless, to the fullest extent permissible under the law, WRP, its parents, subsidiaries, and affiliates, and their respective directors, officers, employees, contractors, heirs, administrators, representatives, successors and assigns from and against any and all liability, claims, loss, property damage or expenses (including, without limitation, attorneys' fees and disbursements) arising by reason of any injury, damage, fine, penalty, loss of personal belonging, theft of property, death, or damages sustained by any person, or to the property of any person, including you, which is made, incurred, or sustained by you arising out of or in connection with your Booking or stay, and including where such injury death or damage is caused by your negligent, reckless, or intentional act or omission.
- h. Risk of Loss.** You agree that you shall bear the sole and exclusive risk to any personal property, furnishings, personal affects and other items brought into the Accommodation or surrounding property by you. Such risk shall include, *inter alia*, theft, damage, destruction, or other loss, and you agree that WRP shall be in no way responsible therefor.
- i. Property Damage.** A written or video inventory may have been taken prior to the commencement of your stay. You must notify WRP of any damage to the Accommodation, contents, fixtures, or fittings that occurs during your stay or that you discover upon arrival, even if you regard the damage as minimal or normal wear and tear or if you do not believe the damage is your fault. If you do not notify WRP of any such damage, you will be fully responsible for such damage on a full replacement cost basis. You have authorized WRP to charge any property damage for which you are responsible to the credit or debit card account supplied by you. Any charges for property damage will be charged to such credit or debit card account. You acknowledge that pursuant to the provisions of this Agreement relating to Credit Card Authorization above, WRP has obtained a pre-authorization for such charges as noted above.

- j. Liability and Claims.** Any claims made by you under this Agreement must be made initially through WRP. In accordance with WRP's rules and the Guest Services Agreement, WRP has the authority to negotiate and settle claims. You agree that WRP will not have any liability for any business, financial, or economic loss or for any consequential, incidental, special or indirect losses such as lost reputation, lost bargain, lost profit, loss of anticipated savings, or lost opportunity arising as out of or in connection this Agreement, the Accommodation, or the Booking (whether such loss arises as a result of negligence, breach of contract, tort, or otherwise by WRP or any agent or Third Party providing services on behalf of WRP). This Agreement, WRP's rules, and your agreement with any Third Party Supplier set forth your relationship with each of the foregoing and the limitations of liability relating thereto. Subject to any exceptions set forth in applicable law, WRP's liability for all losses (including, without limitation for property damage, personal injury and death and whether such claim arises out of breach of contract, tort, negligence or otherwise) will be limited to the cost of obtaining a replacement accommodation for the agreed Accommodation Period or the amount of the Accommodation Fees and charges payable by you, whichever is the higher amount. The Accommodation is a private residence and WRP is not responsible for any accidents, injuries, illness and deaths that occur on, in, around or from the Accommodation or for any loss of your personal belongings or valuables. You are responsible for obtaining any vacation, travel or rental insurance which you believe is appropriate with respect to your stay at the Accommodation.
- 13. Right of Entry.** You acknowledge, understand, and agree that WRP, whether directly or through an agent, may enter any property or Accommodation during your Accommodation Period at any reasonable time with reasonable advance notice, for the any reasonable purpose, including, *inter alia*, to conduct an inspection, for conducting, assisting with, or enabling maintenance, or to show an Accommodation to prospective or actual licensees, renters, or purchasers. You agree that if WRP has a reasonable belief that any imminent danger or harm may exist to any person, fixture, appliance, appurtenance, property, Accommodation, or any part thereof, that WRP may enter the property or Accommodation without advance notice. Notwithstanding the foregoing, in the event that your reservation is terminated, by you or by WRP, and you remain at an Accommodation, premises, or surrounding property thereafter, you agree that WRP, either directly, indirectly, or through law enforcement, may use any lawful means to remove you and your belonging from such Accommodation, premises, or surrounding property.
- 14. User Conduct, Compliance with Laws.** You understand and agree that you are solely responsible for compliance with any and all laws, rules, and governmental regulations that may apply to your use of the Services. In connection with your use of any Accommodation, Booking, Site, or Service, you may not and you agree that you will not:
- a.** Violate any local, state, provincial, national, or other law or regulation, or any order of a court, including, without limitation, zoning restrictions and Tax regulations;
 - b.** Use any manual or automated software, devices, scripts robots, other means or processes to access, "scrape," "crawl" or "spider" any web pages or other services contained in the Site, Application, Services or Content;
 - c.** Use the Services for any commercial or other purposes that are not expressly permitted by these Terms;
 - d.** Copy, store or otherwise access any information contained in the Services for purposes not expressly permitted by these Terms;
 - e.** Infringe the rights of any person or entity, including without limitation, their intellectual property, privacy, publicity or contractual rights;
 - f.** Offer any Accommodations that you do not yourself own as a rental property, residential property, or other property not otherwise expressly permitted under these Terms;
 - g.** Offer any Accommodation for sale, rental, lease, sublease, license, assignment, or sublicense in any manner not otherwise expressly permitted under these Terms;

- h. Assign or sublease the Accommodation or permit the use of any portion of the surrounding property or of the Accommodation by other persons except as expressly permitted by the Agreement.
- i. Recruit or otherwise solicit any third party or other User to join third party services or websites that are competitive to WRP, without WRP's prior written approval;
- j. Attempt to circumvent any fees charged or collected by WRP by soliciting third party service providers that you know or have reason to know are utilized by WRP in providing the Services;
- k. Post, upload, publish, submit, or transmit any User Content that: (i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any other person; or (vii) promotes illegal or harmful activities or substances;
- l. Use, display, mirror or frame the Services, or any individual element within the Services, WRP's name, any WRP trademark, logo, or other proprietary information, or the layout and design of any page or form contained on a page, without WRP's express written consent;
- m. Attempt to decipher, decompile, disassemble, or reverse engineer any of the Services or software used to provide the Services; or advocate, encourage, or assist any third party in doing any of the foregoing.
- n. Make or attempt to make any Booking under false pretenses or with false or inaccurate information, including, *inter alia*, name, age, size of group, payment information, or identity.

WRP reserves the right to investigate and prosecute violations of any of the above to the fullest extent of the law. WRP reserves the right, at any time and without prior notice, to remove or disable access to the Site, Services, or any content that WRP, in its sole discretion, considers to be objectionable for any reason, in violation of these Terms, or otherwise harmful to the Company, Site, or Services. You agree that if you violate any of the provisions of this Section or its subsections, your Booking will be subject to immediate termination by WRP, that any such termination will be deemed a cancellation by you as described elsewhere in this Agreement, that you and your belongings will be subject to immediate removal from the Accommodation, premises, and connected property.

15. Enforcement, Reasonable Attorneys' Fees. If you fail to comply with the conditions and obligations of this Agreement, you agree to immediately surrender and vacate any Accommodation and property on which the Accommodation lies, to remove all of your personal property and belongings, and to leave the Accommodation in good order, free of damage. If WRP needs to or elects to engage legal counsel to enforce any of the conditions of this Agreement or WRP's rules, to collect any amounts due, or to remove you or your belongings from the Accommodation, you shall be responsible for all attorneys' fees and disbursements incurred in connection with the foregoing. If any legal action becomes necessary between you and WRP, the prevailing party shall be entitled to recover reasonable attorney's fees and disbursements from the other party.

16. Limitation of Liability. You understand, acknowledge, and agree that WRP is a service provider and is not a real estate broker, agent, escrow company, insurer, remarketer, property manager, or concierge. WRP provides Services to Guests, either directly or via Third Party Suppliers, though WRP has no direct control over the conduct of parties that are not WRP employees. Accordingly, you agree that WRP is not responsible for any liability related to any Services or Accommodations arising out of or in connection with the conduct of any Guest or any third-party. By using the Services, you agree that any legal remedy or liability that you seek to obtain for acts or omissions of Users or third parties will be limited to claims against such particular Users or third parties, and you agree not to attempt to impose liability on, or seek any legal remedy from, WRP with respect to acts or omissions of any such User or third-party. You understand, acknowledge, and agree that, to the maximum extent permitted by law, any and all risk

arising out of or in connection with your access to, and use of, the Services, a Listing, or the use or Booking of any Accommodation, remains solely with you. Neither WRP nor any other party involved in creating, producing, or delivering the Site, Services, or any content connected thereto, will be liable for any incidental, consequential, special, or exemplary damages, including lost profits, loss of data, loss of goodwill, service interruption, computer damage, system failure, or the cost of substitute products or services, or for any damages for personal or bodily injury or emotional distress arising out of or in connection with any Accommodation, Booking, Listing, or Services, whether based on a theory of warranty, contract, tort (including negligence), product liability, or any other legal theory, and whether or not WRP has been informed of the possibility of such damage. In no event will WRP's aggregate liability arising out of or in connection with these Terms and your use of the Services exceed any amounts you have paid for bookings in connection with the Services in the twelve (12) month period prior to the event giving rise to any alleged liability, or one hundred dollars (\$100) if no such payments have been made. This paragraph 5 is a material term of this Agreement, and the limitations of damages set forth above are fundamental elements of the basis of the bargain between WRP and you.

- 17. User Content.** WRP makes no effort to review any User Content for any purpose, including, *inter alia*, for accuracy, legality, or non-infringement. WRP is not responsible for any User Content, and you agree that regarding any User Content you provide to WRP that you are solely and exclusively responsible for any liability arising therefrom and that that content may be used lawfully and without restriction by you and WRP. We may, in our sole discretion, permit you to post, upload, publish, submit, or transmit User Content. By making available any User Content on or through the Services, you hereby grant to WRP a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free license, with the right to sublicense, use, view, copy, adapt, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast, access and view such User Content on, through, or by means of the Services. WRP does not claim any ownership rights in any such User Content, and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit any such User Content. You represent and warrant that: (i) you either are the sole and exclusive owner of all User Content that you make available through the Services or you have all rights, licenses, consents and releases that are necessary to grant to WRP the rights in such User Content, as contemplated under these Terms; and (ii) neither the User Content nor your posting, uploading, publication, submission or transmittal of the User Content or WRP's use of the User Content (or any portion thereof) on, through or by means of the Services will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation. Notwithstanding the foregoing, should you furnish WRP with photos to be used in connection with any Listing or for any other purpose, you agree that WRP is permitted to edit such photos, and the edited result shall constitute a derivative work that you agree is the sole and exclusive property of WRP and for which you agree that you forfeit any copyright claims against WRP, whether past, present, or future, threatened, or actual.
- 18. Proprietary Rights.** The Services and all content on the Site are protected by copyright, trademark, and other laws of the United States and foreign countries. You acknowledge and agree that the Services, including all associated intellectual property rights, are the exclusive property of WRP and its certain designated licensors. You will not remove, misappropriate, alter, or obscure any copyright, trademark, service mark, trade secret, know how, show how, or other proprietary rights incorporated in or accompanying the Services. All trademarks, service marks, logos, trade names and any other proprietary designations of WRP used herein are trademarks or registered trademarks of WRP. Any other trademarks, service marks, logos, trade names and any other proprietary designations are the trademarks or registered trademarks of their respective parties.
- 19. Norton Creek Trout Club.** Applicable for rentals within the Estates at Norton Creek Homeowners Association Inc., also known as Norton Creek Resort, all guest who rent through Ayres Vacation Rentals or WRP shall have a Trout Club Membership during the duration of their stay. These Membership privileges

allow for the primary renter and guest to have access to Norton Creek for the duration of the stay. Memberships are valid from check-in time on the check-in date until check-out time on the check-out date. Memberships are governed by the Trout Club membership document which may be viewed on the website or by request. All fishing is required to obtain a fishing license and must follow the Trout Club Rules. The membership document may be updated from time to time but will be posted on the website.

- 20. WRP Content and User Content License.** Subject to your compliance with all terms and conditions of this Agreement, WRP grants you a limited, non-exclusive, non-transferable license, to (i) access and view any publicly visible content on the Site solely for your personal and noncommercial use and to (ii) access and view any User Content to which you are permitted access, solely for your personal and noncommercial purposes. You have no right to sublicense the license rights granted in this section. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by WRP or its licensors, except for the licenses and rights expressly granted in these Terms.
- 21. Account Registration.** To access certain Services or parts of the Site, you may be required to register to create an account with WRP or any number of its associates, partners, Third Party Suppliers, or affiliates via the Site in order to complete a Booking. You agree to provide accurate, current, and complete information and content during any such registration process and to update and maintain such information to keep it accurate, current, and complete. WRP reserves the right to suspend or terminate any account you created with WRP in our sole discretion. You are responsible for safeguarding of your personal information, including any password you may create in connection with the Services, and you agree that you will not disclose your password to any third party and that you will take sole responsibility for any activities or actions under any account you create in connection with the Services, whether or not you have authorized such activities or actions. You further agree to notify WRP immediately of any unauthorized use of any such account of which you become aware.
- 22. Feedback.** We welcome and encourage you to provide feedback, comments and suggestions for improvements to the Services ("**Feedback**"). You may submit Feedback by emailing us at pminfo@ayresvacationrentals.com.
- 23. Disclaimers.** IF YOU CHOOSE TO USE THE SITE OR SERVICES, YOU AGREE THAT YOU DO SO AT YOUR SOLE RISK. YOU ACKNOWLEDGE AND AGREE THAT WRP DOES NOT HAVE AN OBLIGATION TO CONDUCT BACKGROUND CHECKS ON ANY USER, INCLUDING, BUT NOT LIMITED TO, ANY OTHER GUESTS. THE SERVICES ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, WRP EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. WRP MAKES NO WARRANTY THAT THE SERVICES, INCLUDING, BUT NOT LIMITED TO, THE LISTINGS OR ANY ACCOMMODATIONS WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. WRP MAKES NO WARRANTY REGARDING THE QUALITY OF ANY LISTINGS, ACCOMMODATIONS, THE SERVICES OR THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY CONTENT OBTAINED THROUGH THE SITE OR SERVICES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM WRP OR THROUGH THE SERVICES, WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.
- 24. Notification of Copyright Infringement.** WRP respects the intellectual property rights of others and expects its users to do the same. WRP may, in appropriate circumstances and at its discretion, disable and/or terminate access of any User who repeatedly infringes or is repeatedly charged with, or accused of, infringing the copyrights or other intellectual property rights of others. In accordance with the Digital Millennium Copyright Act of 1998, the text of which may be found on the U.S. Copyright Office website at <http://www.copyright.gov/legislation/dmca.pdf>, WRP will respond expeditiously to claims of copyright infringement committed using the Services, that are reported to WRP's Designated Copyright Agent,

identified in the sample notice below. If you are a copyright owner, or are authorized to act on behalf of one, or authorized to act under any exclusive right under copyright, please report alleged copyright infringements taking place on or through the Site or Services by completing the following DMCA Notice of Alleged Infringement and delivering it to WRP's Designated Copyright Agent. Upon receipt of the Notice as described below, WRP will take whatever action, in its sole discretion, it deems appropriate, including removal of the challenged material from the Site or Services.

25. DMCA Notice of Alleged Infringement ("Notice"). You agree, in submitting a DMCA notice to WRP, to identify the copyrighted work that you claim has been infringed, or - if multiple copyrighted works are covered by this Notice - you will provide a comprehensive list of the copyrighted works that you claim have been infringed. Additionally, you agree that in your Notice, you will:

- a. Identify the material that you claim is infringing (or to be the subject of infringing activity) and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material, including at a minimum, if applicable, the URL of the link shown on the Site and Application where such material may be found.
- b. Provide your mailing address, telephone number, and, if available, email address.
- c. Include both of the following statements in the body of the Notice:
 - i. "I hereby state that I have a good faith belief that the disputed use of the copyrighted material is not authorized by the copyright owner, its agent, or the law (e.g., as a fair use)."
 - ii. "I hereby state that the information in this Notice is accurate and, under penalty of perjury, that I am the owner, or authorized to act on behalf of the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed."
- d. Provide your full legal name and your electronic or physical signature.
- e. Deliver this Notice, with all items completed, to WRP's Designated Copyright Agent as the following address:

WRP Copyright Agent
ATTN: Joseph Ayres
350 Lightshouse Pointe Drive
Lenoir City, Tennessee, 37772

26. General Provisions.

- a. **Capacity, Authority.** You agree that you have the full legal power, capacity, and authority to enter into this Agreement.
- b. **Withholding, Setoff.** You agree that under no circumstances will you be entitled to withhold, by way of set-off, deduction, or counterclaim, any amounts that you owe to WRP against any amounts that may be owed to you.
- c. **Assignment.** WRP will be entitled to assign or sub-contract its obligations under this Agreement. You may not assign or transfer these Terms, by operation of law or otherwise, without WRP's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null and of no effect. WRP may assign or transfer these Terms, at its sole discretion, without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.
- d. **Force Majeure.** WRP will not be liable to you or be deemed to be in breach of this Agreement by reason of any delay in performing, or any failure to perform, any of its obligations, if the delay or failure was due to any cause beyond its reasonable control, including, *inter alia*, severe weather, power or other utility cut-off, burglary, natural disaster, strikes, governmental action, terrorism, Acts of God, war, civil unrest, epidemic, pandemic, chemical or biological threat, viral or bacterial outbreak or threat, wildlife threat or harm, or other similar events of "force majeure".
- e. **Severability.** The parties agree that the terms of this Agreement are fair and reasonable in all the circumstances. If, however, any provision of these terms is held not to be valid by a court of competent jurisdiction but would be valid if part of the wording were deleted, then such

provision shall apply with such deletions as may be necessary to make it valid. If any of the provisions in these terms are held not to be valid by a court of competent jurisdiction, the remaining provisions of these terms shall remain in full force and effect.

f. Dispute Resolution.

i. Mediation. You understand, acknowledge, and agree that any controversies, disputes, or matters in question arising out of or in connection with this Agreement, any breach thereof, or construction or interpretation thereof, shall be decided by mediation or arbitration in accordance with this section. The party who seeks resolution of a controversy, claim, dispute or other matter in question shall notify the other party in writing of the existence and subject matter thereof, and shall designate in such notices the names of three prospective professional mediators, each of whom shall be a member of the Tennessee Academy of Mediators & Arbitrators and based in Knoxville, Tennessee. The recipient party shall select from such list one individual to act as a mediator in the dispute set forth by the notifying party. The parties agree to meet with said mediator in the City of Knoxville, Tennessee within two weeks after the recipient party has received notice of the dispute and agree to utilize their best efforts and all expediency to resolve the matters in dispute. The mediation shall not continue longer than one (1) hearing day without the written approval of both parties. Neither party shall be bound by any recommendation of the mediator; however, any agreement reached during mediation shall be final and conclusive.

ii. Arbitration Agreement. If any dispute is not resolved by such mediation, as contemplated above, within ninety (90) days from the date of notice as described above, such dispute shall be decided exclusively by mandatory arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. You and WRP mutually agree that any dispute, claim or controversy arising out of or relating to these Terms or the applicability, breach, termination, validity, enforcement or interpretation thereof, or to the use of the Site or Services (collectively, “**Disputes**”) will be settled by binding individual arbitration. If there is a dispute about whether this Arbitration Agreement can be enforced or applies to our Dispute, you and WRP agree that the arbitrator will decide that issue. Either party may apply to the American Arbitration Association for a determination of the dispute set forth in the notification thereof by the originating party. The parties agree that the arbitration shall take place in the City of Knoxville, Tennessee, and shall be exclusively governed by the laws of the State of Tennessee. Any award entered or decision made by the arbitrator(s) shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Each party shall bear its own expenses for mediation and/or arbitration. Notwithstanding the foregoing, you and WRP each agree that the following claims are exceptions to the Arbitration Agreement and will be brought in a judicial proceeding in a court of competent jurisdiction:

1. Any claim related to actual or threatened infringement, misappropriation or violation of a party’s copyrights, trademarks, trade secrets, patents, or other intellectual property rights; and
2. Any claim seeking emergency injunctive relief based on exigent circumstances (e.g., imminent danger or commission of a crime, hacking, cyber-attack).

g. Governing Law, Jurisdiction. This Agreement and the legal relations among the parties shall be exclusively governed by, and construed and enforced in accordance with, the laws of the State of Tennessee, without regard to its conflict of laws rules. The parties hereby irrevocably and unconditionally:

i. Agree that any action or proceeding, for which Arbitration is impermissible under applicable law, arising out of or in connection with this Agreement shall be brought only in the state or federal courts situated in Knoxville, Tennessee (the “**Tennessee Courts**”), and not in any other state or federal court in the United States of America or in any court in any other country;

- ii. Consent to submit to the exclusive jurisdiction of the Tennessee Courts for purposes of any action or proceeding arising out of or in connection with this Agreement;
 - iii. Waive any objection to the laying of venue of any such action or proceeding in the Tennessee Courts; and;
 - iv. Waive, and agree not to plead or to make, any claim that any such action or proceeding brought in the Tennessee Courts has been brought in an improper or inconvenient forum.
- h. **Class Action Waiver.** You and WRP acknowledge and agree that, to the fullest extent permitted by law, the parties are each waiving the right to participate as a plaintiff or class member in any purported class action lawsuit, class-wide arbitration, private attorney-general action, or any other representative proceeding as to all Disputes. Further, unless you and WRP both otherwise agree in writing, an arbitrator may not consolidate more than one party's claims and may not otherwise preside over any form of any class or representative proceeding. If the class action waiver or class-wide arbitration contemplated hereunder is held unenforceable with respect to any Dispute, then the entirety of the arbitration provision above will be deemed void with respect to such Dispute, and the Dispute must proceed in court. If the representative proceeding waiver in this section is held unenforceable with respect to any Dispute, that waiver may be severed from this Agreement, and you and WRP agree that any private attorney general claims and representative claims in the Dispute will be severed and stayed, pending the resolution of any arbitrable claims in the Dispute in individual arbitration. Furthermore, each party hereto irrevocably waives any right to assert and claims against the other party as a representative or member in any class action, representative action, or mass action, except where such waiver is prohibited by law or deemed by a court of competent jurisdiction to be against public policy. To the extent to which either party is permitted by law or a court of competent jurisdiction to proceed with a class, representative, or mass action against the other, the parties hereto agree that:
 - i. The prevailing party shall not be entitled to recover attorneys' fees or costs associated with pursuing the class, representative, or mass action (notwithstanding any other provision in this agreement); and
 - ii. The party who initiates or participates as a member of the class will not submit a claim or otherwise participate in any recovery secured through the class, representative, or mass action.
- i. **Waiver of Right to Trial by Jury.** Each party hereto irrevocably waives, to the fullest extent permissible under applicable law, and right it may have to a trial by jury in any legal proceeding, directly or indirectly, arising out of or in connection with this Agreement.
- j. **No Waiver.** If you breach the terms and conditions of this Agreement and WRP takes no action or fails to take action on a timely basis, the foregoing shall not be deemed a waiver by WRP of its rights under this Agreement and WRP will be entitled to take action and enforce its rights and remedies for such breach.
- k. **Third Party Beneficiaries.** WRP's Third Party Suppliers are third party beneficiaries of this Agreement and may rely upon this Agreement and enforce this Agreement to the extent necessary to enforce their respective rights and perform their respective obligations under WRP's rules and any agreements between you and such parties.
- l. **Conflicts.** Certain areas of the Site or Services may have different terms and conditions posted or may require you to agree with and accept additional terms and conditions. In the event of such a conflict between any such terms and these Terms, the former terms and conditions will take precedence with respect to your use of or access to those specific areas or Services.
- m. **Modification.** WRP reserves the right, in its sole discretion, to change, add to, amend, or otherwise modify the Services or these Terms at any time and without prior notice. Should WRP modify these Terms, we will post the modification on the Site or provide you with notice of the modification. Any such change will take effect upon posting on this page. By continuing to access or use the Site or Services after we have posted a modification or have provided you with notice of the modification, you are indicating that you agree to be bound by the modified Terms. If the

modified Terms are not acceptable to you, you agree that your only recourse is to immediately cease using the Services. Be sure to visit this page periodically to review the most current version of these Terms.

- n. **Notices.** You agree that any notices or other communications permitted or required to be given hereunder, including those regarding modifications to these Terms, or for purposes service of process, will be in writing and given by WRP either:
 - i. Via email (in each case to any address that you have provided to WRP);
 - ii. Via certified mail; or, as pertains to updates to these Terms;
 - iii. By posting to the Site or via the Services.

For notices made by e-mail, the date upon which such notice is sent will be deemed the date on which such notice is transmitted and received. Any notices or demands made to or of WRP shall be sent to:

WRP
ATTN: Joseph Ayres
350 Lighthouse Pointe Drive
Lenoir City, Tennessee, 37772

You agree that any notices or demands made to or of you will be sent to any contact information you have supplied to WRP or any other contact information WRP is able to find in public records that may reasonably identify you.

- o. **Fair Housing Compliance.** This Agreement is taken in full compliance with federal, state, and local Fair Housing Laws, without regard to race, color, religion, sex, country of origin, handicap, or familial status.
- p. **Binding Nature.** This Agreement becomes binding upon the earliest of receipt of your initial payment, submission by you of a request to book, or confirmation of a Booking. Sending payment, requesting to Book, or confirming a Booking constitutes your acceptance and agreement to these terms, conditions, limitations, and restrictions.
- q. **Integration.** This Agreement represents the entire agreement between you and WRP and supersedes any previous agreements, marketing information, representations or agreements of any kind or nature between the parties relating to the subject matter hereof and whether recorded in writing, or otherwise.

27. Acceptance

- a. The undersigned guest accepts and agrees to the terms and conditions herein.

(First Name) (Last Name)

(Guest) (Date)

If you have any questions about these Terms please [email us](#).