

MISTY LAUREL CHALET

RENTAL AGREEMENT

This rental agreement is made on this ____ day of ____ 201__ between Misty Laurel Chalet (Patrick and Jonita Greany, Owners) and

RENTER(s): _____

Address: _____

City / State / Zip: _____

Phone / Home: _____ Cell: _____

Email: _____

Number of Guests: Adults: _____ Children: _____



WELCOME! We are delighted that you have selected our home for your stay overlooking beautiful Lake Nantahala. In the interest of assuring a pleasant stay, we have found that it is important to clarify what you can expect of us and what we expect of you.

1. As owners, we agree to rent to you, as Renter(s), the premises located at #180 Hemlock Lane, Topton, NC 28781 arriving _____ and departing _____. Check-in is after 4:00 p.m. and checkout time is 10:00 a.m. to allow the necessary time for the housekeeper to prepare our home for the next guests. Early arrival and/or late checkout must be approved by Owner in advance.
2. *Confirmation Deposit:* A security deposit of \$250 is due with the return of this signed agreement. Additionally, we must receive payment in full for your stay at least 30 days in advance of occupancy. The security deposit will be held by us until after you have checked out and the home has been inspected. The cost to repair any damage to the premises will be deducted from the security deposit with an explanation for the deduction. The security deposit, less any deductions, will be mailed to you within two weeks of checkout. If you cause damages in excess of the amount of security deposit, you agree to pay for such damages upon receipt of damage notification. There will be a \$30 charge for any returned checks.

The following table summarizes the charges:

TERM OF RENTAL PERIOD	RATE per night/week	NO. NIGHTS	AMOUNT DUE
4:00 PM / /201__ to 10:00 AM / /201__	\$		\$
NC & Macon Co. Sales & Use Taxes	11%		\$
Cleaning fee	\$100	-----	\$100
Security Deposit	\$250		
TOTAL AMOUNT DUE prior to occupancy			\$

3. *Security deposit policy:* The amount of security deposit refund will reflect the care taken of our home. It is your responsibility to leave the home in a neat and undamaged condition. We have left a short list of instructions and care guidelines for you to follow. The housekeeper will sanitize surfaces, wash and change linens, unload dishwasher, dust, sweep, vacuum and complete an inventory. The security deposit normally is entirely refunded, but on occasion, we need to impose additional charges. Common causes of additional charges may include: missing or broken items, excessive cleaning needed, including cleaning the BBQ, and excessive wear and tear of the home.

4. *Cancellation policy:* If you notify us of cancellation at least 30 days prior to your scheduled arrival date, the \$250 security deposit and the full amount of your rental fee will be refunded. If you cancel with less than 30 days' notice, we will refund the entire security deposit, but will reduce the refund of the rent according to the following schedule:

- Cancellation less than 30 days but more than 20 days: 90% refund of rental fee & taxes.
- Cancellation less than 20 days but more than 10 days: 75% refund
- Cancellation less than 10 days: 50% refund

There will be no refund for inclement weather, except in case of road inaccessibility or mandatory evacuations. Should either of these occur, the pro-rata share of the rental charge will be refunded.

5. The premises will be used for residential purposes only. You agree to peacefully and quietly occupy the premises and to not interfere with the rights of any neighbors. You will permit no activities on the premises contrary to any law, ordinance, or any fire department or insurance company provision.

6. You will not sublease or assign the use of the premises to another party without our written consent.

7. We will provide sheets, blankets, comforters, pillows, towels, hand towels and washcloths for guests. If your party includes more than 10 people, you may wish to bring extra towels. Please bring your own towels to be used at the lake and on the river, etc. and please do not use towels provided in the house for these purposes. Limited quantities of paper towels, hand soap, laundry and dishwashing detergent are provided for initial use.

8. You agree to report immediately to the owners any mechanical, electrical, plumbing or other problems with the premises, including any sustained damage so we may quickly address the issue.

9 It is expressly understood and agreed that we will not be liable for any damages or injury to you, your family or your guests. You, your family and your guests bear all risks of any injury and/or damage and/or loss of personal property incurred during their stay, including any eventuality resulting from use of the canoe provided.

10. *Pets:* Small pets may be allowed with advance permission of Owners. Please specify below:

Type and size of pet(s):

Number of pets:

11: *Smoking:* **No smoking inside the house, please.**

RENTER(s): _____ Date _____

OWNER: _____ Date _____



LEGAL NOTICE

THIS IS A VACATION RENTAL AGREEMENT UNDER THE NORTH CAROLINA VACATION RENTAL ACT. THE RIGHTS AND OBLIGATIONS OF THE PARTIES TO THIS AGREEMENT ARE DEFINED BY LAW AND INCLUDE UNIQUE PROVISIONS PERMITTING THE DISBURSEMENT OF RENT PRIOR TO TENANCY AND EXPEDITED EVICTION OF TENANTS. YOUR SIGNATURE ON THIS AGREEMENT OR PAYMENT OF MONEY OR TAKING POSSESSION OF THE PROPERTY AFTER RECEIPT OF THE AGREEMENT, IS EVIDENCE OF YOUR ACCEPTANCE OF THE AGREEMENT AND YOUR INTENT TO USE THIS PROPERTY FOR A VACATION RENTAL.

IN THE UNLIKELY EVENT THAT LEGAL ACTION SHOULD ARISE FROM THIS RENTAL AGREEMENT, IT IS AGREED THAT THE VENUE FOR SETTLEMENT OF THE ISSUE WILL BE LEON COUNTY, FLORIDA.

TERMS OF OCCUPANCY

- 1, Tenant agrees that property will not be used or occupied by more than the maximum allowable number of occupants set forth in this agreement. Beds are provided for a maximum of 10 persons.
2. No campfires are permitted except in the portable fire pit provided (kept under front porch). Please use fire pit on gravel driveway well away from the house. Please clean and replace fire pit under the porch thereafter.
3. BBQ: Please turn off BBQ gas valve (red valve near deck) when you leave. Please take a moment to use wire brush (provided in drawer below grill) to remove any food residue from grill surface.
4. Pets allowed only with advance permission of Owners.
5. Smoking is not allowed in the house. If anyone smokes outside the house, all smoking-related debris must be disposed of prior to checkout.
6. Wi-Fi Internet service is provided (by Verizon DSL). Satellite TV is provided by DirecTV. Unlimited long distance phone service throughout the U.S. is provided at no additional cost. Cell phone service is very limited and depends upon your service provider. The Owner cannot be held responsible for failure of any of these services due to circumstances beyond his control, such as heavy cloud cover.
7. This home is located in a residential, rural area. Please be considerate of nearby homes and keep noise to a minimum after 10:00 PM.
8. No fireworks are allowed on the property.
9. Owner will provide a checklist of instructions for use of fireplaces, appliances, etc., on the premises.
10. Please deposit trash as it accumulates in large outside trash receptacle, located in outside storage unit at corner of retaining wall. We would appreciate your taking trash to one of the nearby recycle centers as you accumulate it and upon your departure. Large (55 gallon) trash can liners are provided for this purpose. See information provided at the cabin for location of recycle centers.
11. Two keys will be provided in a lockbox at the property. Do not give lockbox code to anyone other than guests accompanying you.
12. Please leave one key in the lockbox at all times to prevent lock-outs. If you lock yourself out, please call **850-383-3970, 850-528-6803, or 850-510-4846** and an alternate key location will be identified.
13. Owners will do their best to keep all equipment in good repair. If you discover anything that is not in good working order, please notify owner immediately at one of the above phone numbers and Owners will correct the problem ASAP.

Please mail completed rental agreement to: **Patrick Greany, 2770 Pine Ridge Rd., Tallahassee, FL 32308**