

Rental Agreement for Watauga River Getaway

The property will be ready for occupancy at **3:00 PM ET** on the beginning date of the lease and must be vacated by **10:00 AM ET** on the ending date of the lease. Early check-in is possible if no check-out on day of your arrival, you may call me regarding.

We provide wireless internet Free to our guests, bring your own laptop. There is no phone service, should you decide you want phone service during your stay an activation fee of \$30 will apply. Guests are provided with emergency phone services on the refrigerator and hold Fred & Lisa Frost harmless of any occurrences due to no phone service.

SECURITY/DAMAGE DEPOSIT:

A security deposit in the amount of **\$300** is payable at the time of booking and will reserve your dates, this will go towards your total amount due. Thirty days (30) prior to your check in your balance will be due. (If you are booking is less than 30 days prior to your check-in the total amount is due). At the time of your check-in a \$300 security "hold" will be placed on your card (not transacted). After check out provided the terms of the agreement are met your funds automatically releases back to your account.

For race bookings a **\$500** deposit is required.

- a) No damage is done to the house or its contents.
 - b) No items are missing upon the inventory check, including towels and DVDs.
 - c) Garbage is placed in outside trash containers and all trash is bagged.
 - d) Dishes are washed and returned to cabinets and cupboards.
 - f) There was no smoking or evidence of smoking inside the rental and cigarette butts are placed disposed of in buckets on deck, not on the ground.
 - g) House is left in neat condition, including the yard area.
 - h) No early check-in or late check-out *unless approved in advance by owner*
- Any damage noticed upon arrival must be reported immediately. If something is not operating correctly, please let us know so we can make necessary repairs.

CANCELLATION POLICY:

If guest cancels reservation and provides at least 30 days notice, the security deposit and any lodging payments shall be returned in full. (If credit cards are used a small transaction fee of \$20 will be applied for refunds).

If guest cancels reservation with LESS than 30 days notice, the security deposit is forfeited. Lodging payments are NON-REFUNDABLE within 30 days to arrival date for any reason, including inclement weather. We strongly recommend guests purchase travel insurance if concerned about the risk of having to cancel the reservation. Guests have two options if they must cancel their stay:

- 1) Rebook within 180 days of original reservation. There is no loss of security deposit or lodging payment.
- 2) If rebooking is not possible, owner of property will actively attempt to re-rent the dates. If any or all of the dates can be rebooked, owner will refund the original guest's lodging payment to the extent of the dates able to be rented.

PAYMENT SCHEDULE:

The lodging payment is due 30 days before you arrive. Payment may be made by personal check, Visa, Mastercard, Discover or Paypal.

PET STAYS:

We offer pet friendly rentals, but all pet stays must be approved by the owner and appropriate fees paid in advance. If any evidence of a pet(s) is found in your rental or on the premises, you will be asked to vacate immediately and forfeit the entire security/damage deposit if not pre-approved for a pet stay. All pets must be on flea & tick prevention, well behaved, under their owners control and not interfere with neighbors. Aggressive pets are not allowed. Owners assume all liability regarding their pet stay with us.

COMMUNITY RULES:

Guests agree to abide by community rules and not to cause nuisance to any neighbors by their actions, noise, pets or other. House parties are prohibited.

INCLUSIVE FEES:

Rates include a one-time linen setup and cleaning service at the time of departure. Guests will need to provide their own paper items and cleaning supplies, although initial set up of trash liners and basic toiletries is provided.

NON-SMOKING RENTALS:

Smoking is NOT permitted inside, however guests may smoke outside on decks and are asked to use provided containers for cigarette butts. If physical evidence or odor of cigarette smoke is discovered after your rental, you will be billed for any costs associated with odor removal.

CHECK-IN:

Check in is no earlier than 3 p.m. unless special arrangements have been made with owner. Our housekeepers only have a 4 hour window to clean and set up for the your rental. Please respect their work time and do not arrive early.

CHECK-OUT:

Check-out time is no later than 10 a.m. If the housekeeper calls to notify us that they cannot gain access to the rental, you will be billed \$100 for a late checkout.

ACCOMMODATIONS AND MAXIMUM NUMBER OF GUESTS:

(12 guests max) 1 King bedroom, 1 Queen Bedroom, 1 Sofa sleeper (living room), 4 twin beds (downstairs), 1 futon (downstairs), 1 twin blow-up mattress (located in game room closet). If our manager discovers more guest's have stayed than the original booking an extra person per night fee will apply from your deposit.

GUEST assures the **LESSOR** that the tenants will observe all **conditions and terms** of this lease as to maintaining the premises in good order and appearance and will conduct themselves in a manner inoffensive to neighbors.

GUEST agrees that any tenant who is found using drugs or allows others to use drugs on the premises will be immediately denied continued occupancy.

GUEST agrees that during the term of this lease and such further time as he/she occupies the premises, he/she will keep the leased premises clean and free of trash, garbage, and other waste; and all pipes, wires, glass, plumbing and other equipment and fixtures in the same condition as at the beginning of rental.

GUEST agrees to indemnify and save **LESSOR** harmless from all liability, loss or damage arising from any nuisance or harm made or suffered on the leased premises by the **GUEST**, tenants, or guests or from any carelessness, neglect, or improper conduct of any persons entering, occupying or visiting the leased premises.

Upon not less than 24 hours notice, **GUEST** shall make available to **LESSOR** or his agent for the premises of entering to make necessary repairs.

In an emergency, **LESSOR** or his agent may enter the premises at any time without securing prior permission from **GUEST**. Lessor will make every attempt to contact the guests prior to any emergency entry.

WARNING! The swiftness of the river currents due to daily scheduled dam releases can change with little or no notice depending on flood events, unexpected unit outages and other conditions.

Get information on current releases by calling toll free:

1-800-238-2264 (press 4 then press 42 – Wilbur Dam).

Enter the river at your own risk. Water releases can cause rapid rise in the river and strong currents.

Do not allow children in river during these releases!

No more than 10 people should be on fishing dock at one time. Do not throw trash on grounds or in river. Extra fines will apply.

FIREPLACE SAFETY: Only burn one (1) **clean-burning “Dura-Flame”** log at a time in the fireplace. If using the out-door firepit please go to the side of the house opposite of log home. Never burn outdoor fire during fall or dry times of year. Stay clear of tree branches. Never leave a fire alone without extinguishing completely with water, stir and pour water again until completely out. Guests must dump their own fire-pit debris over bank beside steps located on right of fishing dock or in field beside house.

Thank you for your cooperation.

DAY OF YOUR DEPARTURE:

Please load dishwasher & start. Empty all trash receptacles and place in trash bags (tied) into large trash containers (Please roll trash bins out to roadside beside mail box). Take all dirty towels to garage and start load in washing machine.

The Policies and Procedures above are meant to protect guests and owners alike. The owners, as well as guests, are required to conform to all Policies and

Procedures. (updated 04/22/09)

I CERTIFY THAT I AM AT LEAST 23 YEARS OF AGE AND AGREE TO THE TERMS OF THIS RENTAL AGREEMENT.

SIGNED _____

DATE _____

Date of River House check in: _____, 200__

Date of River House check out: _____, 200__

- **PLEASE ENCLOSE SECURITY DEPOSIT
and a Copy of the Responsible party's Drivers License
(All personal documents are shredded after check out)**

You may MAIL, SCAN or FAX TO:

(Our Fax & Email are https "safe" to send your personal information).

Lisa or Fred Frost

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