

# VACATION RENTAL APPLICATION

Full Name of Each Adult Guest:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_

Address of Primary Guest: \_\_\_\_\_

Phone 1: \_\_\_\_\_ - Phone 2: \_\_\_\_\_

Drivers License # -- State: \_\_\_\_\_

DOB : \_\_\_\_\_

Address on License: \_\_\_\_\_

**Credit Card Number:** \_\_\_\_\_

EXP Date:      Card ID#

**Credit Card Billing Address:** \_\_\_\_\_

Name as it shows on Credit Card: \_\_\_\_\_

Social Security # of primary applicant: \_\_\_\_\_

In emergency, contact:

Employer & Phone: \_\_\_\_\_

The undersigned do hereby, each and severally, agree and pledge to fulfill all the financial obligations herein specified, both for rent and any and all other reasons and purposes Agreement Acceptance: Your signature on this agreement, or payment, or taking possession of the property after the receipt of agreement, is evidence of your acceptance of this agreement. This agreement may not be re-assigned by tenant and the tenant may not sublet premises. Tenant acknowledges and understands that he/she is subject to "Expedited Eviction" if tenant (1) Holds over possession after his or her tenancy has expired, (2) Commits a material breach of this Rental Agreement. (3) Fails to pay rent as required by the agreement, and/or (4) Obtains possession of the property by fraud or misrepresentation.

## VACATION RENTAL AGREEMENT

State of \_\_\_\_\_ Date: \_\_\_\_\_, 20\_\_\_\_  
County of \_\_\_\_\_

This VACATION RENTAL AGREEMENT, entered into between Landlord and Tenants as listed above and undersigned below.

For good and valuable consideration, it is agreed between the undersigned parties as follows:

1. Landlord hereby leases and lets to Tenant the premises described as follows: ***The Lake House at Retriever Pointe located at 1261 Old Andersonville Road, Hartwell, GA 30643.***

2. This lease shall be for a term of approximately \_\_\_\_days. With an arrival date and time of 4:00 PM on \_\_\_\_\_ and a departure date and time of not later than 10:00 AM on \_\_\_\_\_.

It is agreed that late departure shall be charged a "late departure fee" of \$100 for the first hour and \$50 for each additional hour (or fraction thereof) thereafter.

3. Tenant shall pay Landlord the Rental Fee of \$225 per day during said term, in advance, as required by Landlord or a weekly rate agreed upon by the Landlord and tenant.

In addition, Tenant shall pay, in advance, a Security Deposit of \$250 to be returned to Tenant upon termination of this Lease and the payment of all rents due and performance of all other obligations. If Tenant obligations for unpaid rent, late fees, damages, or other obligations hereunder exceed amount of security deposit, Tenant agrees to pay the same immediately upon notification. If Tenant leaves any balance unpaid after notification by mail or phone, Tenant grants permission for Landlord to obtain a copy of Tenants credit report and further grants Landlord permission to charge unpaid balances to Tenants credit card. In addition, Tenant agrees that any remaining unpaid balances shall be properly displayed on credit report of Tenant as unpaid collection items until paid in full.

4. Tenant is responsible for a one time cleaning fee of \$100 due prior to prior to the first day's rental.

5. Tenant shall at its own expense provide the following utilities or services: coffee, food, soap, shampoo, toilet tissue, trash bags, paper towels, and any personal items. Landlord shall at its expense provide the following utilities or services: linens, towels, kitchen items, utilities, and cookware.

6. Tenant further agrees that:

a) Upon the expiration of this Agreement it shall return possession of the leased premises in its present condition, reasonable wear and tear excepted. Tenant shall commit no damage to the leased premises. Tenant further agrees to pay for any damages or breakage caused by Tenant or its guests, and further agrees that Tenant shall immediately notify Landlord of any such damage or breakage, regardless of cause or source, by telephone at 678-372-9107.

b) Tenant shall not assign nor sublet said premises nor allow another person to occupy the leased premises without Landlord's prior written consent, Tenant further agrees to abide by 'HOUSE RULES' as provided by Landlord and attached hereto.

- c) Tenant shall not make any material or structural alterations to the leased premises without Landlord's prior written consent. Tenant agrees to NOT allow parking of any vehicle on any grassed or planted area, and to restrict all parking to designated parking areas. (Front of House).
- d) Tenant shall comply with all building, zoning and health codes and other applicable local laws and ordinances for the use of said premises. Any illegal activity of any sort shall result in notification of local police, termination of this agreement and shall further result in removal of tenant from premises without further notification.
- e) Tenant shall not conduct on premises any activity deemed hazardous, or a nuisance, or requiring an increase in fire insurance premiums. It is agreed that frying of any kind is prohibited at the premises.
- f) Tenant shall not allow pets of any kind on the premises under any circumstances at any time, unless specifically agreed to in writing by all parties. In the event pets of any kind are discovered on the premises, Tenant agrees to pay, as additional rent, the sum of \$500 for additional cleaning and odor control and flea and pest control, and also agrees to remove pets immediately upon notification.
- g) In the event of any breach of this agreement for the payment of rent or any other allowed charge, or any other breach of this Lease, Landlord shall have full rights to immediately terminate this lease in accordance with state Law and re-enter and re-claim possession of the leased premises, in addition to such other remedies available to Landlord arising from said breach.

7. This lease shall be binding upon and insure to the benefit of the parties, their successors, assigns and personal representatives. It shall be construed under the laws of the state where the subject property is located. All parties whose signature appears below shall be liable, each and severally, for any monies due hereunder, Tenant acknowledges receipt of a completed copy of this agreement.

8. This Lease shall be subordinate to all present or future mortgages and/or security deeds against the property.

9. Tenant represents that it has read all terms and conditions of this Agreement and agrees to them. Tenant further represents that it has reviewed all information in above Application and that said information is true and correct, and that submission of inaccurate information on this Application shall be sufficient cause for Landlord to terminate this Agreement, if Landlord chooses to do so.

10. Tenant agrees, within first hour of occupancy, to inspect premises and report any defects or problems to Landlord. In the event no such defects or problems are reported. Tenant accepts premises as being in good condition and accepts responsibility for returning premises at end of lease in same condition. Tenant also agrees, within first hour of occupancy, to locate and test smoke detectors for every level of the premises. Failed smoke detectors must be reported to Landlord immediately at number below.

Signed and AGREED TO this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Adult Tenant 1: \_\_\_\_\_

Adult Tenant 2: \_\_\_\_\_

Signature of Landlord: \_\_\_\_\_

Landlord Telephone: 678-372-9107

## HOUSE RULES:

PLEASE READ THE HOUSE RULES WHICH ARE ON PAGES 4 and 5 BELOW.

1. **PET POLICY:** No pets of any kind shall be allowed on the premises at any time under any circumstances. Any Tenant or guest introducing pets onto the property will be evicted immediately with no refund of security deposit. Any damages caused by pets beyond the security deposit will be charged to the tenant.
2. Due to Insurance regulations, **NO FRYING** is allowed in the dwelling at any time.
3. **PARKING:** No vehicle parking allowed in any areas except for the front of the house.
5. **SMOKING** of any kind is **PROHIBITED** inside the dwelling. If evidence of smoking is found inside the premises, a charge of \$500 will be added to your rental obligation and will be charged immediately to your credit card, and tenant specifically grants agreement to this provision by acceptance of this agreement. In addition, you will be evicted immediately, and you will be fully responsible for payment of the entire rental period you originally reserved. Occupancy constitutes acceptance of this agreement.
6. **CANCELLATION:** Landlord shall supply occupancy of the specified rental home or equivalent for the specified time period and tenant guarantees payment for this specified period. Should tenant have to cancel for any reason, Landlord must be able to re-rent property for the specified dates of occupancy for any monies to be refundable. If able to re-rent at same rental rate, monies will be refunded less a \$100 cancellation fee. If unable to re-rent or if able to re-rent at a lesser rate, all monies paid will be non-refundable by Landlord (except Security Deposit, if paid). All cancellation requests should be done in writing as soon as possible and either faxed or emailed to Landlord. Should Landlord be unable to provide occupancy of specified rental home or equivalent for any reason, Landlord shall not refund rental payment for period specified. In no event shall Landlord be responsible for more than the amount of rental originally agreed to among the parties.
7. **CHECK IN / CHECK OUT:** Check In time is 4:00 p.m. or later at the premises. Landlord cannot let you into homes that are not ready. Tenant shall not be on the property prior to check-in. Check out is strictly 10:00 am of the date of departure. No occupancy of the property, including driveways or outside showers will be allowed after check out.
8. **FAMILY GROUPS:** Through contract with Owner, Landlord is authorized to rent only to family groups. Groups renting under false pretenses will be evicted immediately without refund. We are unable to rent to anyone under age 25 unless accompanied by an adult. Groups of students do not qualify as family groups, and, if allowed, must apply individually and not as a group. Occupancy is limited to the persons stated as occupants on Agreement.  
Over-occupancy is considered a **SERIOUS VIOLATION** of this lease. The hosting of parties on the premises is not permitted at any time. RVs are not permitted on the grounds of the home at any time.
9. **ACCOMMODATIONS & FURNISHINGS:** All rental properties managed by Landlord are privately owned and furnished by each owner according to their taste. Kitchens come stocked with adequate cookware and dinnerware. Beds have sheets, bedspreads, blankets and pillows. You will need to bring all paper products, soaps, staples, personal items and don't forget to bring your favorite coffee and also to bring a supply of tissue and paper towels. All Lake Items and groceries are available nearby at local stores.
10. **REPAIRS & SERVICE CALLS:** Please notify Landlord immediately if damages are noticed or a repair is needed. All efforts will be made to expedite needed repairs, but no refunds will be made for mechanical failures of air conditioning, appliances, electronics, and interruption/loss of utilities or cable TV.

Authorized service personnel have the right to enter the property as required to accomplish needed repairs and or to make inspections, even if the service call was made prior to your arrival. There is a \$100.00 fee for providing entry to guests that lock themselves out of the vacation home during their stay. Guests agree that they will NOT call contractors for repairs directly, but instead will call landlord with any requests. Tenants and guests agree that any service or repair calls made by tenant or guest without specific written authorization from landlord shall be paid for by the tenant or guest requesting those repairs or services.

11. DEPARTURE DUTIES: Tenant must leave property in as clean condition as found including: all dishes washed and put away, all food removed from refrigerator and refrigerator wiped clean, all garbage and trash packed in closed garbage bags and removed to the specified garbage container, and all sheets used stripped from beds prior to departure at check-out. Failure to abide by this provision may result in reasonable clean-up fees charged to tenant. Sheets and towels should be removed from beds and placed in a pile in the washer/dryer area.

12. CLEANING: The guest has paid for a one time cleaning fee to occur after departure. The housekeepers will clean the entire home except for dishes. If dirty dishes are left or found, we will AUTOMATICALLY charge a minimum of \$50.00 on the credit card provided at the time the reservation was made. If you would like additional maid service while you are here or after your departure, contact the Landlord at least 24 hours in advance.

13. SUPPLIES: Each home is provided with approximately 2 days worth of provisions, including 2 sets of towels per person per maximum occupancy limit, toilet paper, paper towels, liquid cascade, dish soap, hand soap, trash bags, and bed linens. We normally do not provide replacement *items* for these supplies.

14. INDEMNIFICATION AND HOLD HARMLESS; RIGHT OF ENTRY; ASSIGNMENT: Tenant agrees to indemnify and hold harmless Landlord and the owner from and against any liability for personal injury or property damage sustained by any person (including Tenant's guests) as a result of any cause, unless caused by gross negligence or willful act of Landlord or the owner, or failure of Landlord or owner to comply with applicable law, agrees that Landlord, the owner or their respective representatives may enter the Premises during reasonable hours to inspect the Premises, to make such repairs, alterations or improvement thereto as Landlord or owner may deem appropriate, or to show the Premises to prospective purchasers or *tenants*. Tenant shall not assign this Agreement or sublet the Premises in whole or part without written permission of Landlord. PLEASE NOTE: Our lake properties that provide a dock to tenants for lake access are not to be used in unsafe ways. DIVING OR JUMPING FROM BOAT DOCKS IS PROHIBITED AT ANY TIME AND FOR ANY REASON.

15. CLEANING RESPONSIBILITIES: The cleaning fee is intended for a onetime cleaning upon your departure. It is your responsibility to maintain the home in a neat and clean condition throughout your stay. Some cleaning supplies are left in the home for your use, however if they run out, it is your responsibility to replace them. Laundry supplies are provided for your convenience. It is also your responsibility to wash all dishes and put them away prior to departure. Please observe garbage pick-up days, usually late SUNDAY night. The house is equipped with an ample supply of linens, dinnerware, tableware, glassware, cookware, and cooking utensils. We ask that you DO NOT USE household towels and linens for any use outside the premises. PLEASE bring your own towels for this use. Beginning supplies of toilet paper, dish soap, hand soap, and garbage bags are supplied to get you started, however, they will not be re-supplied during your stay.

16. Tenant agrees that Landlord and/or Owner is not responsible for any acts of theft, vandalism, larceny, or other acts of taking which might occur during stay at premises.

17. Any questions regarding the use or disposition of the property must be directed to the Property Manager at phone number listed beside signature line above. In addition, any questions regarding the house rules or the lease agreement must be directed immediately to the Property Manager or his designated agent.

END OF HOUSE RULES