



The Bear Den Chatuge, LLC
287 Licklog Court
Hayesville, NC 28904
Chris & Kristin Boyer
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770-722-9045

VACATION RENTAL SHORT TERM LEASE AGREEMENT

This Vacation Rental Short Term Lease Agreement (this "Agreement") is made by and between Chris & Kristin Boyer ("Owner") and _____ ("Guest") as of the date last written on the signature page of this Agreement. Owner and Guest may be referred to individually as "Party" and collectively as "Parties." For good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree as follows:

1. Property. The property is described as a house with four (4) bedrooms and three (3) bathrooms, deep waterfront lot with Boat Dock located at 287 Licklog Court, Hayesville, NC 28904 (the "Property"). The Property is owned by Owner. The Property is fully furnished by Owner and equipped for light housekeeping. The following amenities are included in the Property:

- Dishwasher
- Refrigerator
- Microwave
- Washer and Dryer
- Wifi Internet provided by HughesNet
- Fireplace
- Ice Machine
- Weber Grill
- Ceiling fans in all bedrooms

A starter supply of household cleaning and hygiene products may be available in the Property for use. Guest is responsible for purchasing any additional supplies and all food and beverages. Basic supplies can be found in the kitchen and guests are welcome to use what is available.

2. Rental Party. All persons in the rental party will be bound by the terms of this Agreement. The total number of adults and children of any age in the Rental Party will not exceed 13 unless prior approval has been given in writing from the Owner.

3. Maximum Occupancy. The maximum number of persons allowed to stay in the Property is limited to thirteen (13), unless the Owner gives its prior written consent. A charge of \$200.00 per person per night will be assessed for each person who stays in the Property in addition to the Rental Party. Guest will be charged without notice for additional persons staying in the Property and not disclosed to Owner.

4. Visitors. A visitor is an occupant of the Property who is not staying overnight. The total number of persons permitted in the Property at any given time, including visitors, is thirteen (13). Any visitor staying overnight is subject to additional charges. No visitor will be allowed to use the common facilities, including any dock, lake access or boat ramp, when Guest is not on the Property.

5. Boat Launch. There is a boat launch available to homeowners of Licklog Court. This Launch is located at the intersection of Licklog Court and Licklog Crest. You may load your boat, jet ski's etc. at this launch but do not leave your vehicle on site. You must park your trailer, truck etc. at 287 Licklog Court in the driveway only.

6. Functions: parties and large gatherings of any kind are strictly prohibited at the vacation rental and any small gathering must comply with other rules set regarding Noise, the Neighborhood and visitor numbers.

7. Lockbox, Rental Period & Check-In.

The term of this lease will be from _____ (“Arrival Date”) to _____ (“Departure Date”). The Property will be ready for Guest’s occupancy beginning at 4:00 p.m. on the Arrival Date and the Property must be vacated by 10:00 a.m. on the Departure Date, unless otherwise agreed by Owner. If Guest or any member of the Rental Party remains on the Property beyond the Departure Date, Guest will be responsible to pay the rental rate prescribed in Section 8 below for the period of time between Departure Date and the actual date Guest and all members of the Rental Property vacate the Property. The Property requires a three (3) night minimum stay.

Property Entrance is via Smart Lock on the Front Door. The code will be sent to you within 48 hours of your arrival and after this agreement has been signed.

Check Out Checklist: Each item needs to be completed prior to departure:

Checkout Time: 10:00 am

Before you leave, I just ask a couple of favors to help me prepare for the next guests.

✓ **BEDROOMS / BATHROOMS:**

- Please leave used beds unmade
- Place all used towels on floor of the laundry room;
- Check that there are no missing or damaged linens or towels;
- Leave bathrooms clean: Wipe countertops. Remove any debris from drains.
- Double-check all drawers and closets for personal items.

✓ **GARBAGE:**

- All garbage from bedrooms, kitchen etc. has been placed in the appropriate WOODEN Bin outside at the end of the driveway. NO LOOSE TRASH. All trash must be secured in trash bags prior to being placed in the wooden bin;;

✓ **KITCHEN:**

- All soiled cooking and eating utensils have been placed in the dish washer and the dishwasher turned on;
- Leave the kitchen clean: Wipe countertops.
- Grill is cleaned and shut off and Stove has been turned off;
- Remove and discard any opened food from the fridge and cupboards.

✓ **GENERAL:**

- Furniture has not been moved from its original position. If you have moved anything, please put it back;
- Kayaks, Life Vests & Paddles must be returned to the covered area underneath the screened in porch.
- Floats and dock chairs have been brought back to the area of the home underneath the porch
- Confirm ALL ceiling fan remotes, TV remotes and the fireplace remote have not been removed from their secured spot in respective rooms. Lost remotes will incur a damage charge;
- Turn off all the lights and appliances;
- Close and lock all the doors.
- Remember to sign the guest book. ☺
- Please turn the heat to 62° F in winter and please turn the A/C to 78° F in summer.

8. Keys & Access Codes. Owner will provide Guest with access codes for the Smart Lock on the front door within 48 hours of your scheduled stay. Any attempt to access a locked area is just cause for immediate termination of this Agreement, forfeiture of all rent paid, and Guest will be liable for any missing items or damage.

9. Rental Rules, Limitations & Restrictions. Guest agrees to abide by the following restrictions by Owner (the "Rules"):

1. SEPTIC TANK:

- We are on a SEPTIC TANK and only toilet tissue is permitted in the toilets. All feminine hygiene products need to be disposed of in the trash receptacle provided in each restroom.
- SEPTIC TANKS also do NOT ALLOW Food products to be washed down the kitchen sink. Please rinse off food particles into trash receptacle in the kitchen prior to rinsing and loading dishwasher.

2. PARKING: There is plenty of driveway parking available for FOUR vehicles. Please DO NOT park on the street.

3. SMOKING: Smoking is not permitted inside the Property or on the deck, porch or patio. Smoking is permitted in the driveway or down by the waterfront. Please dispose of cigarette butts responsibly.

4. PETS: Pets are not permitted on the Property

5. HOUSEKEEPING: If something is not up to your satisfaction, please let me know within 24 hours of check-in.

6. QUIET HOURS: Quiet hours are from 11:00 PM to 8:00AM

7. OUTDOOR FURNITURE: Please keep the porch and deck furniture and the 14 Adirondack chairs in their original locations. If the furniture is not in its original location, you may be charged against your security deposit.

8. TRASH:

- Trash pickup is every Wednesday morning. It is your responsibility to make sure your trash is out on Tuesday evening and placed in the WOODEN receptacle provided at the end of the driveway. NO LOOSE Trash. EVERYTHING MUST BE BAGGED. Any excess garbage will incur sanitation disposal fees.

- Recycling: Recycling is not offered through our trash service. If this is important to you, please take your recycling to The Clay County Transfer Station (10 minute drive) 1160 Hinton Center Road, Hayesville, NC 28904

9. **INTERNET:** Internet is to used for lawful and legal purposes only.

10. **GRILL:** Grill is NOT to be moved from original location. It is a fire hazard if it is close to the Vinyl Siding. Please make sure you turn off the gas tank after you are done cooking. When you are renting the property and using the grill, you are agreeing to the rules stated and will take full responsibility for any injuries or damages that may occur.

11. **DOCK AND WATERFRONT:**

- Guests assume responsibility and liability in and around the dock, waters edge and while swimming or boating.
- **Kayaks:** We are thrilled to offer 2 beautiful kayaks for your use. We also have included 2 life vests and four paddles. At the conclusion of your visit, please return the Kayaks to the covered area underneath the screened in porch. Use of these Kayaks is at your own risk. Please be careful and enjoy!
- **There is no lifeguard on duty.** You are swimming at your own risk.
- **Life jackets are NOT provided with your rental.** You assume responsibility for life jackets for everyone in your rental party.
- Lake Levels rise and fall depending upon the rain fall and the time of year.
DO NOT DIVE off the swim platform.
- Drinking while boating, swimming and being around water is very dangerous and is strongly discouraged.
- Young children must be supervised at all times while around the dock, the lake and in the water.
- No roughhousing around dock. No swimming during storms. Do NOT hang out on the metal dock during storms or when it is lightening.
- No glass products on dock.
- Keep gates to backyard closed and secured at all times.
- The Pontoon boat is a private boat and is not to have the cover removed, used or moved AT ALL.

12. **LINENS & TOWELS:**

- White towels are for INDOOR USE only and are NOT to be used for swimming, boating or sunbathing. If there is excess makeup that can not be

removed from the white towels, a service charge for replacement towels can be charged.

- Linens and White Bath Towels – Due to COVID sanitation requirements, one set of linens per bed and one set of towels per person will be made available. If they are soiled during your stay and need refreshing, there is a washer / dryer on the terrace level.

If any person in the Rental Party fails to follow any of the Rules, the Rental Party may be asked to vacate the Property and Guest will forfeit all rent paid.

10. Payment. Guest agrees to pay the rent and fees described in your invoice (the "Total Amount Due"). Payment in full of the following fees will be due 30 days before the Arrival Date.

Acceptable payment methods are:

Credit card
Debit card
Cash
Check

11. Security Deposit. Owner reserves the right, at its discretion, to charge a security deposit at the time of reservation in the amount of \$500.00. This deposit will be refunded after Guest's departure and an inspection of the Property by Owner, less any deductions for damage to the Property or furnishings, excessive mess requiring additional cleaning or other costs incurred outside the normal course due to Guest's stay.

12. Cancellation. If Guest cancels the reservation less than seven (7) days before the Arrival Date, the Total Amount Due will be forfeited.

13. Cleaning. A cleaning fee of \$350.00 will be charged to the Guest. Daily housekeeping services are not included in the rental rate. Throughout the rental period, Guest will be responsible for keeping the Property clean and in good condition. Any unsafe or dangerous condition must be reported to Owner immediately. Guest acknowledges that on the Arrival Date, the Property is in good condition, except for any defect Guest may report to Owner by the end of the first day following the Arrival Date. The Property should be left in the same condition as it was found by Guest on the Arrival Date. Guest promises to leave the Property in good repair.

14. Furnishings. The following furnishings will be provided with the Property:

- BEDS: 2 King Size Beds, 3 queen size beds, 2 twin beds, 1 full size futon
- Seating indoors and outdoors, couches, Adirondack chairs, kitchen table, bar stools, limited lake toys, grill, dock, dressers, mirrors, tables, chairs,

Furnishings are subject to change without notice. Furniture, bedding, kitchen equipment, utensils, and any other personal property supplied with the Property must not be removed from the Property. Loss of any items within the Property or damage to the Property or furnishings in excess of normal wear and tear will be charged to Guest. The Property will be inspected by Owner after Guest's departure. All contents of the Property are the property of Owner. If an item should break, Guest must notify Owner immediately. Guest is not permitted to alter the wiring of any television, computer, or gaming equipment.

15. Parking. Parking is limited to five (4) spaces. Guest may only park in designated parking area (Driveway Only). Do not park on the road or in the neighbor's grass across the street. Any illegally parked cars may be subject to towing and/or fines. If you have a trailer for a boat or jet ski's, please use the driveway for parking.

16. Mechanical Failures. Owner attempts to properly maintain the Property. While all electrical and mechanical equipment within the Property are in good working order, Owner cannot guarantee against mechanical failure of electrical service, stopped plumbing, water supply, heating, air conditioning, audio visual equipment, internet access, cable service, or appliances. Guest agrees to report any inoperative equipment or other maintenance problem to Owner immediately. Owner will make every reasonable effort to have repairs done quickly and efficiently. Guest will allow Owner or a person permitted by Owner access to the Property for purposes of repair and inspection. Owner is not responsible for any inconvenience that may occur and no refunds or rent reductions will be made due to failure of such items.

17. Acts of God. If there is a storm or severe weather and a mandatory evacuation order is issued by state or local authorities, Guest shall be entitled to a prorated refund for each night Guest is unable to occupy the Property. Owner will not be liable or deemed in default under this Agreement for any failure to perform or delay in performing any of its obligations due to or arising out of any act not within its control, including, without limitation, acts of God.

18. Limitation on Liability. Owner is not responsible for any accidents, injuries or illness that occur to any member of the Rental Party or Guest's visitors while in the Property or on the Property. Owner is not responsible for loss of personal belongings or valuables belonging to any member of the Rental Party or any of Guest's visitors. Guest agrees to assume the risk of any harm arising from use of the Property. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE, SHALL OWNER BE LIABLE TO GUEST OR ANY OTHER PERSON FOR ANY DAMAGES OF ANY NATURE WHATSOEVER INCLUDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR GUEST'S RENTAL OF THE PROPERTY OR

USE OF THE PROPERTY. IN NO EVENT WILL OWNER BE LIABLE FOR ANY DAMAGES IN CONNECTION WITH THIS AGREEMENT, EVEN IF OWNER SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE.

19. Indemnification. Guest acknowledges that the use of the Property by the Rental Party and Guest's visitors is entirely at their own risk. Guest will indemnify and hold harmless Owner from any and all expenses, costs, damages, suits, actions, or liabilities whatsoever arising from or related to any and all loss of or damage to personal property, injury or death resulting from the use or occupancy of the Property or the failure of any member of Rental Party or Guest's visitors to observe the Rules and restrictions set forth in Paragraph 7.

20. Violation of Agreement. If Guest or any member of the Rental Party violates any of the terms of this Agreement, including but not limited to maximum occupancy, visitors and rental rules and restrictions, Owner may evict Guest and the Rental Party from the Property and Guest will forfeit all rent and security deposit paid.

21. Governing Law. This Agreement and all transactions contemplated by this Agreement will be governed by, and constructed and enforced in accordance with the laws of the State of North Carolina (not including its conflicts of laws provisions). Any dispute arising from this Agreement shall be resolved through mediation.

22. Amendments. This Agreement may be amended or modified only by a written agreement signed by both Owner and Guest.

23. No Waiver. Neither Owner nor Guest shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing.

24. Severability. If any provision of this Agreement is held to be invalid or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement.

25. Notices. Any notice or communication under this Agreement must be in writing and sent via one of the following options:

- electronic email transmission

24. Successors and Assigns. This Agreement will inure to the benefit of and be binding upon Owner, its successors and assigns, and upon Guest and its permitted successors and assigns.

25. Entire Agreement. This Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter of this Agreement

and supersedes all other negotiations, understandings and representations (if any) made by and between the Parties.

SIGNATURES

Kristin Boyer

Owner Signature & Date

Kristin Boyer

Guest Signature & Date

Chris Boyer

Owner Name & Date

Chris Boyer

Guest Signature & Date

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Owner's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

- i) ____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
