



SHORT TERM RENTAL AGREEMENT CONTRACT



6250 Old Dawsonville Road Gainesville, GA 30506

arkonlakelanier.com

NAME: _____ EMAIL: _____

PHONE NUMBERS: _____

MAILING ADDRESS: _____

TYPE OF EVENT: _____ CHECK-IN DATE: ____ / ____ / ____ CHECKOUT DATE: ____ / ____ / ____

OF ADULTS AGE 21 AND OVER: _____ # OF CHILDREN UNDER 21: _____

MAX NUMBER OF PERSONS: _____ MAX NUMBER OF VEHICLES: _____

WE ARE NOT ZONED FOR PUBLIC EVENTS. MAX 4 VEHICLES IN DRIVEWAY. NOISE ORDINANCES APPLY. QUIET PERIOD IS FROM 10 PM TO 7 AM. SPEAKERS, MICROPHONES, AMPLIFICATION SYSTEMS, BOOM BOXES ARE NOT ALLOWED.

SPECIAL PERMISSION must be requested and granted to have early check-in or late checkout.

I AGREE TO ABIDE BY THE FOLLOWING RULES:

- 1) CHECK-IN TIME IS AFTER 4 P.M. EST AND CHECK OUT IS 10 A.M. EST.
- 2) **NOISE:** Renters are responsible for following all noise ordinances, keeping music and loud noises to a minimum and being respectful to neighbors as we are in a residential neighborhood with neighbors next door. Loud noises and profanity within earshot of the neighbors will be met with loss of deposit and possible expulsion from the property. Please do not bring or use any outside sound systems, microphones, boom boxes, speakers, amplification equipment or audio devices. Guests shall not disturb or offend any neighbors, discharge firearms, create loud or obnoxious noises, or use fireworks of any kind in accordance with State of Georgia and Hall County laws.

- 3) **PARKING** - Even though we have plenty of parking available, there are parking restrictions. Please park three vehicles in the three garages first and then, after unloading your vehicles, do most of your parking in the lower parking lot near the volleyball court (follow parking diagram in house manual) and park your vehicles diagonally to maximize the space. If you have more than twenty vehicles, you may need to park some vehicles in the circle lot behind the small cabin. No parking in the upper parking lot where the white truck is, though you can park your boat trailers there. You will need to drive through the upper lot to park some vehicles behind the small cabin.
- 4) **NO DRIVING OR PARKING ON GRASS.** No parking or driving on grass at any time. There is plenty of parking on gravel lot below the house near volleyball court. If you need to deliver anything to dock, to the backyard or to the Corps Property below the pool, it needs to be walked down. You are responsible that this is communicated to any caterers or tent/party delivery companies. You are responsible for their actions.
- 5) **DAMAGES:** I agree to pay for any damages that may occur to the premises or contents during my rental period, and understand I am still responsible if the refundable deposit does not cover all damages. I agree to pay an **extra** cleaning fee for any extraordinary messes left such as spills/stains on carpet/upholstery, cooking overflows, bathroom carelessness, etc. that may incur extra cleaning fees from the housekeepers to correct.
- 6) **ALCOHOLIC BEVERAGE/DRUGS:** Renters agree to abide by state law prohibiting the consumption of alcohol on the property by minors and will not bring any illegal drugs onto the property.
- 7) **LINENS:** All lines are cared for as if your own and not lost or damaged. Linens, pillows and bath towels are provided. Beach towels are NOT provided. Bath towels are not permitted to be used at the pool or lake. Missing or damaged bath towels will be charged to the renters.
- 8) **PAYMENT:** A deposit of 50% of total rent due is required to hold the property for your reserved dates. The balance is due 45 days before your arrival date. By law in the state of GA, a 7% tax must be attached to your rental fee, as well as a 5% Hall County tax. Please use personal check made payable and mailed to the name and address below or text a copy of your check to 404-285-3266 (no additional cost) or you can use credit card for additional fee.
- 9) No daily maid service is provided. If you'd like to hire daily maid service, or would like to hire some local help for your stay, we can make some recommendations or set up for you.
- 10) **CANCELLATION POLICY:** We have a no cancellation policy. Once your money arrives and is deposited, it is non-refundable. If you find you must cancel, we will open the dates up and try to re-rent. If we are able to fill your dates, we will refund 90% of the money paid on a pro-rated basis, ie if only rented at 80% of prior rental rate. If you have further concerns, I would encourage you to buy travelers insurance, which could refund your money paid in case of emergencies.

- 11) Indemnification and Hold Harmless** – The Renters and Renters' Guests shall hereby indemnify and hold harmless the Owner against any and all claims of personal injury or property damage or loss arising from use of the premises regardless of the nature of the accident, injury or loss. Renters expressly recognize that any insurance for property damage or loss which the Owner may maintain on the property does not cover the personal property of Renters, and that Renters should purchase their own insurance for Renters and Guests if such coverage is desired. There are inherent risks associated with swimming, hot tubs, pools, lakes, boats, etc. You are taking all risks associated with your stay with us.
- 12)** Owner shall provide bath towels, linens, cups, knives, forks, spoons, dishes, and other items as commonly used by the Owner's family. Toilet paper, paper towels, soap, dish detergent, laundry soap, shampoos, trash bags, and other consumables are to be purchased/brought by the Renter. No reimbursement will be made for unused consumables left at the premises. If consumables exist at the premises when the Renter arrives, the Renter is free to use them.
- 13)** We occasionally experience outages and issues that are beyond our control, including appliance or HVAC breakdowns, leaky roof, or other maintenance issues. We report and repair outages as each occurs with as much timeliness as possible. No refunds or compensation will be given for any outages and/or maintenance and structural issues that have to be dealt with.
- 14)** There shall be **no refunds** of rents due to shortened stays or ruined expectations because of weather conditions or lake levels.
- 15) POOL/LAKE/HOT TUB:** It is the renter's responsibility to learn about safety precautions, warning signs of water conditions, and safety procedures concerning swimming in or being around the pool or lake. Renter agrees to have a responsible adult supervising minors while they swim in the pool or lake. Renter is hereby notified that the pool and lake can be dangerous and renter accepts fully the risks involved. Children under the age of 18 are not allowed to use the hot tub without constant adult supervision and should not use the pool or lake without the same. Temperature of the hot tub should never be elevated above 103 degrees. There is no lifeguard on duty at any time. You are responsible for the safety of yourself, your children (if any) and all guests in your party. No diving at any time. No running in and around the pool areas.
- 16)** The property has **fire alarms** installed and they are believed to function properly at the time of rental. Renter will notify owner without delay if a fire alarm "chirps" or has a low battery condition.
- 17)** Renter shall see to their own security while in the property by locking doors, windows, garage doors, etc. when it's prudent to do so.
- 18) Cable TV and wireless internet** is provided and service level has been chosen by the Owner. No refund of rents shall be given for outages, content, lack of content, or personal preferences with regard to cable TV service or wireless internet. There are currently 16 TVs on the property.

- 19)** The owner shall have the right to inspect the premises without prior notice at any time to enforce the terms of this agreement. Should the Renters violate any of the terms of this agreement, the rental period shall be terminated immediately and without refund. The Renters waive all rights to process if they fail to vacate the premises upon termination of the rental period. The Renters shall vacate the premises at the expiration time and date of this agreement.
- 20)** The Renters shall maintain the premises in a good, clean, and ready to rent condition, and use the premises only in a careful, quiet and lawful manner. The renters shall leave the premises in a ready to rent condition at the expiration of the rental agreement, defined by the Owner as being immediately habitable by the next renters (Housekeeping will come in to deep clean and launder). Renters shall pay for maintenance and repairs should the premises be left in a lesser condition. The renters agree that the Owner shall deduct costs of said services from the security deposit prior to refund if renters cause damage to the premises or its furnishings.
- 21) NO SMOKING** at any time in the house, cabins, garage, covered decks, screened porch or pool house. If you must smoke, please bring your own ash tray and do so outside away from the house and do not leave any evidence that smoking has occurred. If we have to remove evidence of smoking on the property, your deposit will be forfeited.
- 22) PETS ARE NOT PERMITTED** without permission, signing the special pet addendum and adding an additional pet deposit and fee. If you bring pets that haven't been approved, you will lose your deposit and be liable for additional damages.
- 23)** All property between the pool/pool house/volleyball court and the lake is property of the Army Corps of Engineers. We are not responsible for that land nor do we own the land. Temporary use of the land is permitted (ie. tents) as long as they are removed promptly.
- 24)** Any renters gathering more than 16 unrelated people at one time may be required to hire off-duty firemen at a rate of \$25/hour and parking attendants if needed. Complaints by neighbors of noise or other issues may require the same.
- 25) OWNERS CLOSETS:** The locked closets contain the property of the Owner and are NOT to be opened.
- 26) FURNITURE & EQUIPMENT:** Moving of furniture and re-arranging of pre-wired home electronic equipment is prohibited without special permission from owner. All furniture and equipment needs to be in its original location and in working condition.
- 27)** Fraternity or sorority parties, after prom parties, etc are not allowed. This is not the place for large groups of minors to gather and lodge. Renter agrees that they have not misrepresented the group that is coming in any way.

CHECK OUT LIST:

- 1) Wash and put away all dishes.
- 2) Empty refrigerator and wipe out shelves. Clean out grill if you used it.
**Any extra food or supplies that you want to leave may be left in fridge or on kitchen counter and will be donated to those in need.*
- 3) Take out all garbage. Please bag garbage and put in trash cans in garage. If you have lots of extra garbage, please take to the Sardis Road Compactor 3166 Brackett Drive Gainesville, GA 30506 so the next guests don't start their vacation with a lot of your trash. There is a white Dodge trash truck available for your use. Keys are under the mat. If Friday, can put trash by side of the road in cans.
- 4) Close and lock all windows and doors.
- 5) Leave any beds that have been used unmade.
- 6) Please get some loads of towels started in the washing machine. (There is not enough time to get them all done before next renters arrive).
- 7) Make sure all pool & yard toys are put away and dock back in order you found it with kayaks securely tied up and life jackets securely fastened to dock. Make sure all furniture is put back exactly like you found it.
- 8) All thermostats turned to 76 degrees in the summer and 66 in the winter and all lights off.
- 9) Go onto www.vrbo.com/459652 and write a raving review of your time here. Also please send an email to Jeff@arkonlakelanier.com with your suggestions for additions or improvements and to report any broken items.
- 10) Drive safely and come back again.

CHECK OUT TIME IS 10 AM. CLEANERS WILL BE ARRIVING PROMPTLY.

PAYMENTS:

RENTAL RATE:

Cost:.....	\$	<input type="text"/>
Cleaning fee:.....	\$	<input type="text"/>
State of GA Taxes: (7%).....	\$	<input type="text"/>
Hall County Hotel and Excise Tax (5%).....	\$	<input type="text"/>
Refundable deposit	\$	<input type="text"/>
Total Rent Due	\$	<input type="text"/>

PLEASE MAKE CHECK OUT TO: ARK ON LAKE LANIER, LLC

Please sign and return this form with 50% of your total to secure your rental.

You may mail a check to the address below. The easiest way is to text a copy of your check (no additional cost) to **404-285-3266**. We also can accept credit cards. Visa/MC, please add 3%. AmEx, please add 4%.

Please include below any other persons who may need to be contacted before or during your time at the lake house or who will be the responsible party during your rental period.

FULL NAME: _____

ADDRESS: _____

EMAIL: _____

PHONE: _____

BY SIGNING BELOW, I agree to all rules, terms and conditions of this agreement and have not changed this rental agreement in any way. I also agree to abide by all rules and conditions in the House Manual and agree that I am responsible that all my guests abide by the same.

Please have all adults that will need to be responsible for The Ark to sign below.

_____ Renters/Date: ____/____/____

Mail check to:

Ark on Lake Lanier, LLC
 P.O. Box 6 Gainesville, GA 30503
 404-285-3266 cell
 jeff@arkonlakelanier.com