

David's NC Mountain Rentals
www.davidscabins.com
Residential Rental Contract

INCONSIDERATION of the rent described below and the mutual promises made to each other, **David Phelps** (Landlord), rents to (Tenant) does hereby rent from Landlord the Premises more particularly described below in accordance with the following terms and conditions:

- 1. The Premises:** Located in the City of Clyde, Country of the United States, State of North Carolina, being known as and more particularly described as: **264 Moon Beam Lane**.
Other description:
House 3936 sq. ft.; Porch, 2144 sq.ft.; Bedrooms 15x15 with King Beds, LR, DR, Kitchen, Central Heat with Fireplace, TV, 4 ½ Bathrooms, Log Home,

2. Tenant Security Deposit

Tenant shall deposit with the Landlord the sum of **\$200.00** as security deposit ("Tenant Security Deposit").

3. Deposit:

The deposit (prepaid rent) will go toward your rent with a balance being due **four weeks** prior to arrival. Your deposit is refundable should the reservation be cancelled at least 60 days prior to arrival date. This is not to be confused with your security deposit. The deposit shall be 1 day (prepaid rent) of **\$275**

With total of your Deposit, Security Deposit and equaling \$475.00

4. Security Deposits:

All reservations require a security deposit, which will be refunded within 45 days of check-out after conditions of the unit and its contents have been verified. Security Deposits may be used to repair damages, replace missing contents or to reimburse owner or agent for expenses resulting from agreement violations, such as phone calls, internet charges, check fee, trash left in unit, dirty dishes left, or unacceptable condition of unit on departure.

PLEASE REPORT ANY PROBLEMS OR DAMAGES IN YOUR UNIT THE DAY OF CHECK-IN. IF NOT REPORTED, WE MUST ASSUME THESE OCCURRED DURING YOUR OCCUPANCY. If any problems or damages contact: **ASHLEY** at **1-904-655-3388**. If no answer, please call leave a message.

5. Cancellation Policy:

Your deposit (prepaid rent and security deposit) is *refundable should the reservation be cancelled at least 60 days prior to arrival date*. Should you cancel during the 60 days prior to arrival, you would forfeit the prepaid rent and applicable tax.

6. Cleaning Fee:

There is a one time cleaning charge of **\$175.00**. This provides an ample supply of towels, linens and cleaning upon departure. **NOTE:** Should housekeeping find the house in an unacceptable condition, photos will be taken and additional charges will be your Security Deposit. and/or other.

7. Rates:

We always offer specials throughout the year so please check our prices and availability on our website www.davidscabins.com for seasonal rates and specials.

There are additional charges for cleaning, as stated above plus **5% Haywood Local County Occupancy Tax, 4.5% State Tax, 2.5% State County Tax**. Total Charges for weekly rates with taxes applied are **\$1719.00**

Note: All taxes collected for weekly rates are collected for daily stays with prorated amounts accordingly.

8. Return Check Fees:

There is a **\$25.00** per check fee for all returned checks. We will either add this fee to your charges, or charge your Security Deposit should your check be returned after your departure.

9. Alterations:

The Tenant shall not paint or decorate the premises or make any alterations, additions, or improvements in or to the Premises.

10. Permit Occupants:

The Tenant shall not allow or permit the Premises to be occupied or used as a residence by any person other than the Tenant and the following named persons:

11. Pets:

Tenant shall not keep or harbor in or about the Premises any animal or pets of any kind including, but not limited to, dogs, cats, birds and marine animals.

12. Trash:

Trash drop off is 8 miles from premises. **ALL TRASH MUST BE REMOVED FROM YOUR UNIT UPON DEPARTURE. Curb-side pick up is not provided.**

13. Weather Statements:

During your winter visits, stay tuned to TV/Radio/Weather stations for storm warnings or watched. Depending on the severity of the storms and your location. It is your responsibility to take necessary precautions. We will assist, if possible, and/or give you names of wrecker services in the area. A 4-wheel drive vehicle is always good to have from mid-December to mid-March.

14. Phone:

The land line phones in the cabins are for incoming calls and outgoing local calls only.

The phone number for cabin #28 is **828-627-8477**

15. Tenants Obligations:

- a.** Use the premises for residential use only and in a manner so as not to disturb others on the mountain.
- b.** Do not use the Premises for any unlawful or immoral purposes or occupy them in such a way as to constitute a nuisance.
- c.** Keep the Premises, including but not limited to all plumbing fixtures, facilities and appliances in a clean and safe condition.
- d.** Cause no unsafe or unsanitary condition in the common areas and remainder of the Premises used by tenants.
- e.** Comply with any and all obligations imposed upon tenants by applicable building and housing codes.
- f.** Dispose of all ashes, rubbish, garbage and other waste in clean and safe manner and comply with all applicable ordinances concerning waste and other refuse.
- g.** Use in a proper and reasonable manner all electrical, plumbing, sanitary, heating,

ventilating, air conditioning and other facilities and appliances, if any, furnished as part of the Premises.

h. Do not deliberately or negligently destroy, deface, damage, or remove any part of the Premises (including all facilities, appliances and fixtures) or permit any person, known or unknown, to do so.

i. Be responsible for and liable to the Landlord for all damages to, defacement of, or removal of property from the Premises whatever the cause, except such damage, defacement or removal caused by ordinary wear and tear, acts of the Landlord, his agent, or of third parties not invitees of Tenants and natural causes.

j. Conduct himself and require all other persons on the Premises with his consent to conduct themselves in a reasonable manner so as not to disturb neighbors around the area.

k. Not abandon or vacate the Premises during the Initial Term or any renewals or extensions thereof. Tenant shall be deemed to have abandoned or vacated the Premises if Tenant removes substantially all of his possessions from the Premises.

16. Smoking:

There is no smoking inside the Premises, outside is permitted only.

17. Rental Application:

In the event the Tenant has submitted a Rental Application in connection with the lease, Tenant acknowledges that the Landlord has relied upon the Applications as a inducement for entering into Lease and Tenant warrants to Landlord that the facts stated in the Applications are true to the best of Tenant's knowledge. If any facts stated in the Rental Application prove to be untrue, the Landlord shall have the right to terminate the tenancy and to collect from Tenant any damages resulting there from:

18: Assignment

The Tenant shall not assign the lease or sublet the Premises in whole or part.

19. Exceptions, Counterparts:

When Tenant signs this lease he/she acknowledges he/she has read and agrees to the provisions of this lease. The lease is executed in **4** counterparts with an executed counterpart being retained by each party hereto.

20. Entire Agreement:

This Agreement contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed in writing. All charges, additions, or deletions hereto must be in writing as signed by all parties.

21. Check In and Check Out Times

Check-In 3:00PM

Check-Out 10:00AM

Cabin #28 Rental Charges:

	Weekly 7 nights	*Seasonal Rate	5 nights	4 nights	3 nights	2 nights	1 night
rental fee	\$1200.00	\$900.00	\$1375.00	\$1100.00	\$825.00	\$550.00	\$275.00
Tax(12%)	144.00	108.00	165.00	132.00	99.00	66.00	33.00
cleaning fee	175.00	175.00	175.00	175.00	175.00	175.00	175.00
refundable security deposit	200.00	200.00	200.00	200.00	200.00	200.00	200.00
TOTAL	\$1719.00	\$1383.00	\$1915.00	\$1607.00	\$1299.00	\$991.00	\$683.00

*seasonal rate only applies to **weekly** booking for months listed on www.davidscabins.com

\$475 of total to due to be mailed with contract to confirm booking

Remaining balance due 30 prior to check in.

\$200 security deposit refunded within 45 days of stay.

Booking Date (fill in dates):

Check in: _____ 3:00 pm
 Check out: _____ 10:00 am

Forms of Payment:

We require that all forms of payment be by **check only**.

Driver's License # _____ EXP Date _____

Phone Number _____

Date of Birth _____ of person issuing the check.

Please mail your check payable to:

David Phelps – Rental Account
 P.O. Box 550745
 Jacksonville, FL 32255

Please Sign and Mail in this sheet only with your \$475 deposit or a check for the full amount of your stay.

I, _____ have read the contract
 and agree to the above terms and conditions.

Tenant:

Name: _____
 Address: _____
 City _____ State _____
 ZIP _____ PHONE _____
 Date: _____

Landlord:

Name: _____
 Date: _____

Once we receive the signed portion, the landlord will sign and mail a copy to you.