

## **VACATION TENANT LEASE**

1. **PROPERTY LEASE:** The OWNER leases to the TENANT AND the TENANT ACCEPTS from the OWNERS residential real property described on the statement or Page 1 herein, it is referred to as "the property," upon the terms and conditions set forth herein.
2. **TERM: RENT:** The lease will begin on the date hereof and will end on the expiration date shown on Page 1. During the term of this lease, the TENANT will pay to HIGHLANDS RESORT RENTALS ESCROW the rental amount as stated on Page 1 of the Lease, on the payment dates shown on Page 1.
3. **CLEANING FEE:** A cleaning fee will be charged for a regular cleaning upon departure. This amount is shown on Page 1 of this lease. This fee is shown under the tile "Other Charges", a non refundable sub account of the security deposit and is in addition to rent, taxes, and actual refundable security deposit. This amount will cover only those items set forth in the attached "Rules and Regulations for Tenants" in the paragraph entitled "Cleaning Charges". Any excessive cleaning that is needed will result in further cleaning charges that will be deducted from the Security Deposit.
4. **SECURITY DEPOSIT:** A security deposit will be collected. **This amount will be maintained in our escrow account and will be held for up to forty-five (45) days after the termination of the lease (as of 1/1/00)** in the event any charges for damages, long distance phone charges, firewood use or excessive cleaning charges (including trash removal for homes that do not retain garbage collection service). At that time, any remaining portion of the Security Deposit shall be returned to the TENANT. **Please, no tobacco smoking inside any of the houses and be careful to extinguish all butts completely outside the house.**
5. **ALL RENTAL MONIES** paid to **HIGHLANDS RESORT RENTALS** are held in our rental escrow account at Bank of America, P.O. Box 829, Highlands, NC 28741, with no interest earned to our benefit or to yours.
6. **CHECK-IN:** Possession is given to the TENANT between the hours of 3:00 p.m. and 5:00 p.m. on the commencement date of this lease, and check out is NO LATER than 10:00 a.m. on the final date of this lease. A check-in package containing detailed directions to the property, statement and key will be available at check-in. Any after-hours check-in must be cleared by prior arrangement with your agent. **No after hours check-in with a balance due!**
7. **MAIL DELIVERY:** All mail should be delivered in your name in care of General Delivery, Highlands, NC 28741. You will need to check with the Post Office daily and pick up your mail there. There is no delivery service to the rental homes.
8. **USE: TENANT** shall use the property as a single-family residence and shall make no improper, unlawful or offensive use thereof. TENANT agrees to quit and surrender the property at the end of the lease period, leaving same in as good a state and condition as was at the commencement of this lease, reasonable wear and tear, damage by natural forces or other calamity excepted. **NO PETS allowed on the premises unless authorized in this lease.**
9. **PROPERTY FOR SALE:** In some cases the lease properties may be for sale or sold prior to the term of the lease. If so, then the **TENANT** agrees to allow the property to be shown to prospective buyers during normal business hours by either **OWNER** or his agent. Efforts will be taken to notify **TENANT** before showing property with a preceding telephone call. If property is sold, then the **TENANT** may be placed in another similar rental property suitable to the **TENANT**. This agreement does not, however, serve as any guarantee that one will be

available. In the even tone is not available or one suitable to the TENANT cannot be located, then all deposit money paid by TENANT shall be refunded.

10. **REPAIRS AND MAINTENANCE:** TENANT shall maintain the property in a similar condition as at commencement of occupancy. OWNER shall not have the responsibility for damage to or loss of any personal property of the TENANT'S located on the premises. OWNER shall be responsible for exterior and yard maintenance and for the prompt repair of any appliance, electric or plumbing problems that may be necessary, unless such repair is due to an act of negligence of the TENANT.
11. **ALTERATIONS:** TENANT shall make no additions or alterations in to the property without written consent of OWNER. TENANT shall pay the cost of any additions or alterations made by TENANT and shall indemnify and hold OWNER harmless from and against any and all liens upon the property arising because of any work done thereon by or for TENANT.
12. **UTILITIES:** Unless otherwise stated herein, OWNER shall pay all charges for utilities except long distance phone charges. TENANT is requested to use his/her telephone credit card or reverse the charges. TENANT shall pay for the cost of firewood if desired or used. Neither the OWNER nor the agent shall be responsible for the failure, temporary or other, of the supply of any utilities or appliances. Repairs will be made as soon as possible. No refunds will be given.
13. **LIABILITY:** TENANT agrees to release and indemnify the OWNER and his agent from and against liability for injury to the person of the TENANT or to the members of his household or guests, resulting from any cause whatsoever except only such personal injury caused by negligence on the part of the OWNER.
14. **CANCELLATIONS:** This lease may be cancelled by TENANT prior to April 15<sup>th</sup> of the year stated in lease with a refund of deposit less a fifteen percent (15%) cancellation fee. If TENANT cancels lease after April 15<sup>th</sup> of the year stated in lease, deposit will be forfeited by TENANT unless property is re-rented for the full original lease period. Once full payment has been made, there will be no refund unless property is re-rented for the full original lease period.
15. **REMEDIES FOR DEFAULT:** If TENANT fails to pay any rent when due, or if TENANT otherwise materially defaults in the performance of TENANT'S obligations, OWNER may (a) resume possession of the property and recover immediately from TENANT the unpaid rental less a fair rental value of the property for the remainder of the lease period, or reduced to present worth, or (b) resume possession of the property and recover from the amount(s) of rent due, less any moneys received by OWNER from re-leasing or renting. In either event, OWNER shall also be entitled to recover from TENANT any special damages suffered by OWNER as a result of TENANT'S default. These remedies are not in limitation of any other remedies allowed by law.
16. **DEFAULT NOTICE:** Neither party shall hold the other in default without giving the other party at least five days in advance, written notice of intention to do so, during which time the party shall have an opportunity to cure the default. The notice shall specify the nature of the default and curative action demanded. No waiver of default shall be valid unless in writing.
17. **INSPECTION:** OWNER and TENANT give OWNER'S agent the unequivocal right to determine the condition of the premises after TENANT has vacated said property. Agent will also have the unequivocal right to determine whether moneys shall be deducted from the Security Deposit for damage or loss or whether the Security Deposit shall be refunded in full to TENANT. OWNER shall have the right to make the inspections himself provided he does so within twenty (20) days from the termination of this lease, or prior to the next TENANT occupying the premises, whichever occurs first.

18. **OWNER** must notify agent by the date **TENANT** is due to lease should he wish to do his own inspection of the property. If **OWNER** does not choose to do so, he will abide strictly by the decision of the agent.
19. **TENANT** will be given a set of regulations as part of this Lease. Those regulations are included below.

### **REGULATIONS FOR TENANTS**

Our properties are privately owned homes and villas and reflect the taste of the owner; therefore we cannot make changes to equipment or furnishings. Should you have a particular need, please call us prior to your arrival.

All accommodations are furnished with television, linens, towels, telephone, dishes, cookware, coffeepot, etc. unless otherwise noted.

**SUBSTITUTIONS:** If a rental property is out of order or we encounter another type of problem, we reserve the right to substitute comparable accommodations. If comparable accommodations are not available, **TENANT** will have the option of selecting from available properties at the published rental rate or receiving a complete refund of the moneys paid.

**LATE CHECK-INS:** will be allowed if your account is paid in full prior to arrival. However, you must contact our office to make arrangements to pick up your check-in package and key. If you arrive with a balance due and the time is after office hours, we will not be available to give you a key. Any arrangements that you make elsewhere for that night's stay our office will not be responsible. Nevertheless, you are still responsible for the balance due and we will not refund your money for that night's stay you missed.

**NO HOUSE PARTIES ALLOWED:** Accommodations are limited to the number shown in your lease. If you have an overnight house party or overcrowd a house you will be asked to vacate with **NO REFUND**.

**PETS: No pets allowed unless specified in your lease.** A substantial fee will be charged if violated.

**TELEPHONE CALLS:** Local calls are fine. **ALL LONG DISTANCE CALLS** must be placed collect or on credit cards. A surcharge may be placed on direct calls.

**CHECKOUT:** checkout is **NO LATER** than 10:00 a.m. on the date of departure in order for the house to be cleaned for check-in at 3:00 p.m. that afternoon. If you have not departed before 10:00 a.m. on the date of departure, you may be charged for an extra night. All doors and windows must be locked and keys must be returned in our office to avoid a \$30.00 charge deducted from your security deposit. A mail slot provided for early key drop off.

**FIREWOOD USE:** Firewood is not provided for your rental home. You may order wood through our office prior to arrival. Also, firewood can be purchased at local grocery stores and nurseries. If owner's firewood is used there will be additional fees charged.

**LAVATORY USE:** Please, do not flush any feminine products or handi-wipes down the toilet. Only dispose of toilet paper and human waste.

### **UPON DEPARTURE**

All dishes must be cleaned. If a dishwasher is provided, place dirty dishes in the machine and run. You do not need to unload. If no dishwasher is provided, all dishes must be hand washed and left to dry. If there is no garbage collection service provided for the homeowner by the city,

you must take your garbage to the Highlands recycling center, on Buck Creek Rd, ½ mile from Cashiers Rd (Hwy 64 E) (just past Chestnut Hill Retirement Community). (If you leave your garbage at the home, and the bears have vandalized it there will be a fee for garbage cleanup in addition to the fee for garbage removal.) A notice is posted on the refrigerator or on your check-in envelope regarding collection times and placement.

Please empty the refrigerator, freezer and pantry of all your food. Condiments may be left. If you use an excess of towels or sheets, please wash them during your stay. Please, put all dirty towels in the bathroom. We reserve the right to deduct additional charges from your security deposit to cover additional cleaning charges. That rarely is necessary because our mountain guests are **THE MOST CONSIDERATE GROUP.**

Unless otherwise instructed, if you have any problems with any of the mechanical items in the home, please contact our office at 526-5839. We cannot be responsible for mechanical or utility failures. Every attempt will be made to have them restored or repaired immediately upon your notifying our office. No refunds or adjustments will be made for such failures. Office hours are 9:00 – 5:00 Monday – Saturday. The office is closed on Sunday.

**TRASH COLLECTION: Take the garbage to the location listed below. There will be a deduction from your security deposit if you leave garbage in the outdoor cans.**

(Dumpsters are located on the Buck Creek Road off of Hwy 64 toward Cashiers or on Rich Gap Road off of Hwy 28 toward Walhalla, SC.)

In witness hereof, the said parties hereto have signed:

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<b>OWNER OR AGENT</b>	<b>DATE</b>	<b>TENANT</b>	<b>DATE</b>
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