

Hawkesdene Mountain Retreat, LLC hereby rents to tenant(s), and tenant(s) hereby rent(s) from Hawkesdene Mountain Retreat, LLC, the Vacation Property known as Hawkesdene, located at 381 Phillips Creek Road, Andrews, NC 28901, on the terms and conditions contained in this agreement hereunder, which include but are not limited to such terms outlined in the North Carolina vacation Rental Act. Additionally, some provisions in this contract touch and concern Hawkesdene Mountain Retreat, Inc. Such provisions include anything related to estate dining and/or event planning services. Your signature on this agreement, or payment of money or taking possession of the property or accepting any service provided by Hawkesdene Mountain Retreat, LLC or Hawkesdene Mountain Retreat, Inc. (collectively known as and termed herein Hawkesdene) is evident of your acceptance of this agreement and your intent to use this property for vacation rental:

Payment – The estate wedding fee is required to secure current rates and reserve your preferred dates. 50% of the estimated estate rental costs are due no later than one hundred eighty (180) days prior to your event. 100% of the estimated estate dining costs are due no later than fifteen (15) days prior to your event, and 100% of the estate rental costs are due no later than seven (7) days prior to check in.

∞ **TERM:** Tenancy begins: \_\_\_\_\_ Tenancy ends: \_\_\_\_\_ Total of \_\_\_\_\_ nights

∞ **RENT:** Tenant agrees to pay rent for all or part of Hawkesdene in the amount of \$ \_\_\_\_\_ in accordance with the financial terms listed:

∞ **FINANCIAL TERMS:**

Description:	Amount:
Estate Wedding Fee	_____
Estate Rental (Includes taxes):	_____
Estate Dining (estimated & including taxes & service charge):	_____
Other Fees (if applicable):	_____
<b>ESTIMATED TOTAL:</b>	_____

The final guest count is required at Hawkesdene no later than 15 days prior to arrival. Any costs currently based on guest count including estate dining and associated fees are TBD (to be determined). The tenants are not liable for the total rental cost estimate leading up to the final guest count totals; they are only liable for the fixed rental costs plus additional costs associated with the final guest count.

∞ **SECURITY DEPOSIT:** A security deposit is required for 3rd party vendors who are going to install equipment at Hawkesdene, including but not limited to a tent, lighting, draping, staging and furniture. This does not apply to vendors who provide a product or service; only installations. Those 3rd party vendors are required to break down and remove all items from Hawkesdene by 4pm on check out day or additional fees will apply. Hawkesdene reserves the right to charge tenant a security deposit which may be applied to missing items or actual damages cause by tenant as permitted under the Tenant Security Deposit Act. Hawkesdene shall apply, account for, or refund Tenant's security within 10 days following the end of tenancy.

I accept the proposed terms on this page of the agreement. Tenant initials \_\_\_\_\_

☞ **HAWKESDENE DUTIES** Hawkesdene Mountain Retreat, LLC agrees to provide Hawkesdene in a fit and habitable condition. If at any time tenant is to begin occupancy of Hawkesdene, and the owners cannot provide Hawkesdene in a fit or habitable condition or substitute a reasonable comparable property in such conditions, owners shall refund tenant all payments made by tenant. Owner shall conduct all activities in regard to this agreement without respect to race, color, religion, sex, national origin, handicap or familial status of any tenant.

☞ **TENANT DUTIES** Tenant agrees to comply with all obligations imposed by the vacation rental act on tenant with respect to maintenance of Hawkesdene, including but not limited to keeping Hawkesdene as clean and safe as the condition of Hawkesdene permit and causing no unsafe or unsanitary conditions in the common areas and remainder of Hawkesdene that tenant uses; and notifying the owners of Hawkesdene of the need of replacement of or repairs to a smoke detector, and replacing the batteries as needed during tenancy. Tenant agrees not to use Hawkesdene for any activity or purpose that violates any Criminal Law or Government Regulation. Tenant's breach of any duty contained in the paragraph shall be considered material, and shall result in termination of tenant's tenancy.

☞ **CANCELLATION** In the event of cancellation by tenant, Hawkesdene has the right to retain all payments made to date to recover the loss incurred by Hawkesdene due to the cancellation.

☞ **MANDATORY EVACUATION** If state or local authorities order a mandatory evacuation of an area that includes Hawkesdene, tenant shall comply with the order. Upon compliance, tenant will be entitled to a refund of the prorated rent for each night that tenant is unable to occupy Hawkesdene because of the order.

☞ **EXPEDITED EVICTION** If the tenancy created hereunder is for 30-days or less, the expedited eviction procedures set forth in the vacation rental act will apply. Tenant may be evicted under such provisions if the tenant (i) holds over in possession after tenant's vacancy has expired; (ii) commits a material breach of any provision of this agreement (including any addendum hereto) that according to its terms would result in the termination of tenant's tenancy; (iii) fails to pay rent as required by this agreement; or (iv) has obtained possession of the premises by fraud or misrepresentation.

☞ **ASSUMPTION OF RISK, RELEASE AND INDEMNIFY AND HOLD HARMLESS AGREEMENT** The undersigned for themselves, their heirs, executors, administrators, successors, and assigns, hereby agree to fully indemnify and hold harmless Hawkesdene Mountain Retreat, LLC and Hawkesdene Mountain Retreat, Inc., North Carolina Corporations, their members, manager, employees, agents and representatives, including but not limited to Rob Scheiwiller and Phil Rampy from any and all claims, demands, complaints, actions, causes of actions, damages, costs, expenses, attorney's fees and/or liability of whatsoever kind or nature arising out of, related to, or in any way connected with the undersigned's or the undersigned's pet(s) and the undersigned's guest's or the undersigned's guests' pets presence on the lands known as Hawkesdene, being fifty-four (54) acres more or less, located at 381 Phillips Creek Road in Andrews Township, Cherokee County, North Carolina, and/or the undersigned's use of said Main House, Cottages, and outdoor facilities, including but not limited to the fire pit, llama & alpaca barn and stables, open air pavilion and/or any wooded areas on the property. Additionally, this agreement to indemnify and Hold Hawkesdene Mountain Retreat, LLC and Hawkesdene Mountain Retreat, Inc. harmless includes but is not limited to any and all claims arising from: (1) alcoholic beverages brought onto the property by the undersigned and/or the undersigned's' guests, including said alcoholic beverages served by any of Hawkesdene's members, manager, employees, agents, and representatives, including but not limited to Rob Scheiwiller and Phil Rampy, (2) the unlikely event of food poisoning, food spoilage and (3) any and all claims arising from food allergies that are related to catering and estate dining provided by Hawkesdene Mountain Retreat, Inc. (4) the unlikely event of harm caused by any animal on the property, weather the animal be wild, domestic or agricultural, and (5) harm due to weather conditions.

Tenant \_\_\_\_\_ (Sign) Tenant \_\_\_\_\_ (Sign)

I accept the proposed terms on this page of the agreement. Tenant initials \_\_\_\_\_

∞ **DAMAGES** Any damages above normal wear and tear caused by the tenet or guests of tenant will be deducted from your security deposit or charged to your pre-approved credit card.

∞ **PET REGULATIONS** Small to medium sized dogs are welcome in the cottages only. No other pets are allowed on the premises and unless otherwise specifically permitted in this agreement (including any addendum hereto), dogs shall not be allowed in the main house. Tenant's breach of this provision shall be considered material, and shall result in termination of tenant's tenancy.

∞ **PET FEE** For estate rental, the pet fee is waived. In return, any damage caused by pets on the property will be deducted from your security deposit or charged to your pre-approved credit card.

∞ **OTHER TERMS AND CONDITIONS**

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Tenant(s): \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

By signing below I accept the terms of this agreement between myself/ourselves and Hawkesdene Mountain Retreat, LLC and Hawkesdene Mountain Retreat, Inc., collectively known as Hawkesdene.

Tenant (SIGN): \_\_\_\_\_ Date: \_\_\_\_\_

Tenant (PRINT): \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Representative of Hawkesdene Mountain Retreat, LLC (SIGN)

By: \_\_\_\_\_

Authorized Representative of Hawkesdene Mountain Retreat, LLC (PRINT)