

Hawkesdene

Vacation Rental Agreement – Reunions & Retreats

THIS IS A VACATION RENTAL AGREEMENT UNDER THE NORTH CAROLINA VACATION RENTAL ACT. THE RIGHTS AND OBLIGATIONS OF THE PARTIES TO THIS AGREEMENT ARE DEFINED BY LAW AND INCLUDE UNIQUE PROVISIONS PERMITTING THE DISBURSEMENT OF RENT PRIOR TO TENANCY AND EXPEDITED EVICTION OF TENANTS. YOUR SIGNATURE ON THIS AGREEMENT, OR PAYMENT OF MONEY OR TAKING POSSESSION OF THE PROPERTY AFTER RECEIPT OF THE AGREEMENT, IS EVIDENCE OF YOUR ACCEPTANCE OF THE AGREEMENT AND YOUR INTENT TO USE THIS PROPERTY FOR A VACATION RENTAL.

THIS VACATION RENTAL AGREEMENT made and entered into by and between Hawkesdene Mountain Retreat, LLC, a North Carolina limited liability company, and _____, hereinafter termed "tenant."

DEMISE OF PREMISES. Hawkesdene Mountain Retreat, LLC, a North Carolina limited liability company, hereby leases and rents to tenant, and tenant hereby leases and rents 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 hereinafter set forth.

Estate dining services and/or event planning services referred to in this Vacation Rental Agreement are provided by Hawkesdene Mountain Retreat, Inc., a North Carolina corporation.

Hawkesdene Mountain Retreat, LLC, and Hawkesdene Mountain Retreat, Inc., are collectively hereinafter termed "Hawkesdene."

☞ **TERM** Tenancy begins: _____ Tenancy ends: _____ Total of _____ nights
Additional nights estate rental exceeding the required 2-night minimum stay may be removed up to 180 days prior to arrival.
Additional nights estate rental may be added on at any time.

☞ **RENT** Tenant agrees to pay rent for all or that part of the Hawkesdene property which is leased and rented in the amount of \$ _____ (this amount is an estimate which shall be adjusted based upon the final number of nights as hereinafter set forth) in accordance with the financial terms listed):

☞ **FINANCIAL TERMS**

Description:	Amount:
Estate Rental (estimate only includes taxes):	_____
Estate Dining (estimate only including taxes & service charge):	_____
Other Fees (if applicable):	_____

☞ **ESTIMATED TOTAL** _____

The final guest count is required no later than 15 days prior to arrival. Upon receipt of the final guest count, the costs based on the final guest count including estate dining and associated fees shall be determined. Upon the final determination of number of nights of estate rental, the cost of estate rental shall be determined. The tenant is liable for rent in the total amount calculated based upon the final guest count and final determination of estate rental rather than the estimated total amount calculated at the time of the execution of this vacation rental agreement.

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

☞ **PAYMENT** A \$1,000 non-refundable estate rental deposit is required to confirm your reservation and secure your preferred dates and current rates. A 50% non-refundable estate rental deposit is required one (1) year prior to your arrival with the balance required fifteen (15) days prior to your arrival. You are welcome to submit a \$1,000 refundable good faith deposit prior to confirming to hold your preferred dates pending your decision and the good faith deposit will apply to the estate rental deposit if you should decide to confirm.

☞ **SECURITY DEPOSIT** A security deposit is required for third party vendors who install equipment at Hawkesdene, including but not limited to tents, lighting, draping, staging and furniture. Third party vendors are required to break down and remove all items from Hawkesdene by 4 pm on check out day or additional fees will apply. No security deposit is required for third party vendors who only provide a product or service.

Hawkesdene reserves the right to charge tenant a security deposit which may be applied to missing items or actual damages caused by tenant or guests of tenant as permitted under the North Carolina Tenant Security Deposit Act. Hawkesdene shall apply, account for, or refund tenant's security deposit within ten (10) days following the end of the tenancy.

☞ **MAXIMUM OCCUPANCY** The maximum occupancy of the Hawkesdene property by tenant and guests who are staying onsite is 122 guests. The maximum occupancy of the Hawkesdene property by tenant and guests for an event or wedding reception is 125 guests.

☞ **HAWKESDENE DUTIES** Hawkesdene Mountain Retreat, LLC agrees to provide the Hawkesdene property in a fit and habitable condition.

If at the time tenant is to begin occupancy of the Hawkesdene property Hawkesdene cannot provide the Hawkesdene property in a fit or habitable condition or substitute a reasonable comparable property in such conditions, Hawkesdene shall refund tenant all payments made by tenant.

Hawkesdene shall conduct all activities in regard to this vacation rental 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 North Carolina Vacation Rental Act on tenant with respect to maintenance of the Hawkesdene property including, but not limited to, keeping the Hawkesdene property as clean and safe as the condition of the Hawkesdene property permits and causing no unsafe or unsanitary conditions in the common areas and remainder of the Hawkesdene property that tenant uses; and notifying 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 the Hawkesdene property 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 of the reservation by tenant, Hawkesdene shall have the right to retain all payments made. If Hawkesdene thereafter is able to rent the premises for equal or greater value during the same dates which were cancelled, then Hawkesdene, in its discretion, may refund to tenant some or all of the payments made.

☞ **MANDATORY EVACUATION** If State or local authorities order a mandatory evacuation of an area that includes the Hawkesdene property, 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 the Hawkesdene property 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 North Carolina Vacation Rental Act will apply. Tenant may be evicted under such provisions if the tenant (i) holds over in possession after tenant's tenancy 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.

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

∞ **ASSUMPTION OF RISK, RELEASE AND INDEMNIFY AND HOLD HARMLESS AGREEMENT** Tenant hereby assumes all risk including, but not limited to, all risk of damages, injury, and/or death involved in, arising out of, or in any way connected with the tenant's presence on the Hawkesdene property, 54 acres, more or less, 381 Phillips Creek Road, Andrews, Valletown Township, Cherokee County, North Carolina 28901.

Tenant for himself/herself, his/her heirs, executors, administrators and assigns hereby now and forever fully and finally releases, acquits and discharges Hawkesdene Mountain Retreat, LLC, a North Carolina limited liability company, its members, managers, employees, agents and representatives, and Hawkesdene Mountain Retreat, Inc., North Carolina corporation, its directors, officers, employees, agents and representatives, from any and all claims, demands, complaints, actions, causes of action, damages, liability, costs, expenses, and/or attorney's fees of whatsoever kind and nature arising out of, related to, or in any way connected with the presence of the tenants and/or the pet(s) of the tenant on the Hawkesdene property, 54 acres, more or less, 381 Phillips Creek Road, Andrews, Valletown Township, Cherokee County, North Carolina 28901.

Tenant for himself/herself, his/her heirs, executors, administrators, successors, and assigns, hereby agrees to fully indemnify and hold harmless Hawkesdene Mountain Retreat, LLC, a North Carolina limited liability company, its members, managers, employees, agents and representatives, and Hawkesdene Mountain Retreat, Inc., North Carolina corporation, its directors, officers, employees, agents and representatives, 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 presence of tenant, pet(s) of tenant, guests of tenant, and pet(s) of guests of tenant on the Hawkesdene property, 54 acres, more or less, 381 Phillips Creek Road, Andrews, Valletown Township, Cherokee County, North Carolina 28901, and/or the use of the Main House, Cottages, and outdoor facilities, including but not limited to the open air pavilion, pergola garden, llama & alpaca stable, covered bridge, Hawkes Nest pavilion, fire pit, pastures, lawns, gardens, and any wooded areas on the property. This agreement to indemnify and hold harmless Hawkesdene Mountain Retreat, LLC and Hawkesdene Mountain Retreat, Inc. includes but is not limited to any and all claims arising from: (1) alcoholic beverages brought onto the property by tenant, tenant's agents, and/or tenant's guests, including alcoholic beverages served by any of Hawkesdene's members, managers, directors, officers, employees, agents, and representatives, (2) the unlikely event of food poisoning and food spoilage (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, whether the animal is wild, domestic, or agricultural, and (5) harm due to weather conditions.

Tenant _____ (Sign) Tenant _____ (Sign)

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

∞ **PET REGULATIONS** Small to medium size dogs are welcome in the Cottages only. No other pets are allowed on the premises. Unless otherwise specifically permitted in this vacation rental 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. However, any damage caused by pets on the premises will be deducted from the security deposit or charged to tenant's pre-approved credit card.

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

☞ **OTHER TERMS AND CONDITIONS**

Tenant(s): _____

Email: _____

Address: _____

Phone: _____

By signing below, I/we accept the terms of this vacation rental agreement between myself/ourselves and Hawkesdene Mountain Retreat, LLC.

Tenant (SIGN): _____ Date: _____

Tenant (PRINT): _____

Hawkesdene Mountain Retreat, LLC (SIGN)

By: _____ Date: _____

Authorized Representative of Hawkesdene Mountain Retreat, LLC (SIGN)

By: _____

Authorized Representative of Hawkesdene Mountain Retreat, LLC (PRINT)