

Hawkesdene

Vacation Rental Agreement – Reunions & Retreats

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 catering 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:

☞ **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 paragraph three below:

☞ **FINANCIAL TERMS:**

Description:	Amount:
Estate Venue Fee	_____
Estate Rental (Includes taxes):	_____
Estate Dining (estimated & including taxes & service charge):	_____
Other Fees (if applicable):	_____
ESTIMATED TOTAL:	_____

(Final Total TBD based on final Event Summary)

☞ **SECURITY DEPOSIT:** Any security deposit provided for in paragraph 3 above 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.

☞ **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, 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

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


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, tenant shall receive a refund of all payments made by tenant if cancellation is made on the terms set forth herein. Deposits for Entire Estate rental are non-refundable.
- ☞ **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 thirty three (33) 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 barn and stables, open air pavilion and/or any wooded areas on the property. Additionally, this agreement to indemnify and Hold 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 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)

- ☞ **DAMAGES:** The cost to repair any damages to Hawkesdene or Hawkesdene property above normal wear and tear caused by the tenant 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

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

 **PET FEE:** For entire 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:**

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)