

**Guntersville Getaway**

**A Rental Agreement must be completed and signed in order for reservations to be confirmed.**

256-582-3013

**Guntersville Getaway Rental Agreement**

Mail and make checks out to: Lyndall Hamlett

232 Hill Avenue

Guntersville, AL 35976

The following agreement between the Leaser (owner or agent) and Lessee (guest) shall become effective as follows:

Arrival Date: \_\_\_\_\_ Departure Date: \_\_\_\_\_

Rate subject to change

Occupants - # Adults: \_\_\_\_\_ # Children: \_\_\_\_\_

Guest – Name: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

Cell: \_\_\_\_\_

Email \_\_\_\_\_

The Guest agrees to abide by the following provisions or rental agreement may be cancelled at the option of the Owner/Agent:

**1) Guest will not keep or permit pets or other animals on the property, unless a prior agreement was reached** by the owner and a pet fee is paid. This provision gives the owner/agent authority to order the resident to vacate the property and immediate cancellation of this rental agreement with no refunds.

**2) Check in 4:00 PM - Check out: 11:00 AM – Guest agrees not to exceed occupancy as outlined above. Early or late check in or out fee of \$25 may be assessed if available.**

3) The Lessee hereby agrees that any action concerning this agreement or these premises shall and will be commenced in exclusively in the courts of Marshall County, Alabama and the Lessee hereby submits to the jurisdiction of such courts. In the event that any action shall be commenced by either party arising out of, or concerning this agreement or any right or obligation derived therefrom, the prevailing party shall be entitled to receive reasonable attorney's fees as fixed by the Court in addition to all relief at law or equity.

4) **SECURITY DEPOSIT:** A security deposit of \$300 is required to hold reservation and is payable by credit card, personal check, or cash. Guest is responsible for general cleaning and upkeep of furnishings, and keeping house, grounds, and boathouse free from trash and clutter. Any necessary repairs or breakages shall be reported immediately. The resident is responsible for exercising reasonable care to prevent damage to property. Security deposit will be used to pay for undue damage or loss to premises to cover expense to clean, and/or replace furnishings or structures, utensils and/or linens. Lessee shall be responsible for all damage/breakage while renting the premises even if this sum exceeds the said deposit amount and will pay same promptly. This deposit will be refunded, less damage charges if applicable, by check to guest, after premises have been vacated and inspected by owner/agent usually within 14 days.

5) The security deposit and rental fees are payable to the owner/agent, Lyndall Hamlett, owner. Guest must forfeit reservation or vacate property immediately in the event of insufficient funds or any unresolved payment problems. **If lesee or guests uses smokeless tobacco or smokes in the house, cigarette filters are found in the house or yard or cigarette oder is in the house, the entire security deposit will be withheld.**

**6) CANCELLATION POLICY: All Cancellations are subject to a \$50 rebooking fee.**

**Forfeit Security Deposit:** For cancellations within 30 days of arrival, guest will forfeit full security deposit, unless property can be rebooked. **Full rental fees due:** For cancellations within 72 hours of arrival, guest will pay FULL RENTAL FEES less security deposit. Guest understands that last minute cancellations generally render property vacant that would otherwise have been leased.

7) GUEST EXPRESSLY RELIEVES OWNER/AGENT FROM, AND ASSUMES ALL RISK OF AND LIABILITY FOR, THEFT, DAMAGES OR INJURY OF ANY CHARACTER WHATSOEVER TO ANY PERSON OR PROPERTY SUSTAINED UPON SAID RENTED PREMISES.

8 )RESTRICTIONS: a) that No Smoking is allowed in the home, **if you choose to smoke, smoke outdoors only**; b) That they have the use of the pier and house only, **not the Boathouse**; and that the owner may use the Boathouse during the Lessee's stay in the house; c) That the MAXIMUM NUMBER OF OCCUPANTS of the house is **NINE (9)** persons and that the Lessee will not allow no more than 9 people to stay over night in the home. No more than 15 people shall be on the property. d) If the maximum amount of people is exceeded and the septic tank overflows, then the lessee is responsible for all repair costs. e) The lessee shall conduct themselves in a lawful manner. f) LESSEE and/or their guests shall not disturb, annoy, endanger, or inconvenience neighbors, nor use the premises for any immoral or unlawful purposes, nor violate any law or ordinance, nor commit waste or nuisance on or about the premises.

9) LESSEE warrants and agrees that he/she and all his invitees or others who use the house during the said rental period will observe all conditions and terms of this lease and will maintain the premises in good order and a neat and tidy appearance.

Owner Signature \_\_\_\_\_ Lessee Signature \_\_\_\_\_