

Spectacular View
3509 Bay Pine Road
Jacksons Gap, AL 35010
(336) 345-3504

Vacation Rental Agreement
Please Sign and Return With Initial Rental Deposit Payment

Tenant's Name: _____

Tenant's Address: _____

Tenant's Home Phone: _____ Cell Phone: _____

Driver's License #: _____

Email Address: _____

Reservation Dates: Arrival: _____ Depart: _____

Main House: _____ Guest House: _____ Both: _____

Total Number in Party: Adults: _____ Children: _____

Number of Non Immediate Family Guests: _____ Children: _____

1. **AGREEMENT.** Owner and Tenant agree as follows: Above Tenant is an adult of at least 30 years of age and will be an occupant of the property during the entire reservation period. Other occupants will only be immediate family, except as noted above. Use of the premises will be denied to person not falling within the foregoing categories, and as result all parties would be required to vacate the property immediately without refund to Tenant. No keys will be issued to anyone who is not an adult of least 30 years of age. Maximum occupancy is: Main house 8 people, Guest house 6 people and/or approved by owner.
2. **PETS.** No Pets allowed.
3. **SMOKING.** No Smoking allowed inside.

4. **SECURITY DEPOSIT.** The security deposit is \$500. The security deposit is due WITHIN 14 DAYS of your Arrival Date. FAILURE TO RECEIVE SAID MONIES WITHIN THE 14 DAY PERIOD MAY RESULT IN CANCELLATION OF TENANTS RESERVATION AND FORFEITURE OF INITIAL RENTAL DEPOSIT. Your security deposit is fully refundable within 7 days of Tenant's departure date provided the real and personal property are in the same condition as when occupancy commenced and all terms of this Agreement are met. Tenant is liable for all replacements and repairs that are outside what is considered normal wear and tear. Deposit may be applied by Owner to satisfy repairs caused by Tenant or to replace stolen items and such act shall not prevent Owner from claiming damages in excess of said deposit. Furthermore, Tenant agrees to forgo his/her entire security deposit in the event paragraphs 2, 3, or 19 are violated whatsoever.

5. **RATES AND PAYMENTS.** Rates are as follows:

Rental Fees are as follows:

\$ _____	Total Rental Fee
\$ _____	Cleaning Fee
\$ _____	Service Fee
\$ _____	SUB-TOTAL
\$ _____	Refundable Damage Deposit
\$ _____	TOTAL PAYMENT
\$ _____	Total Fees
\$ _____	Payment 1
\$ _____	Payment 2

6. **CANCELLATION.** Should you wish to cancel this reservation a notice of cancellation MUST BE IN WRITING AND RECEIVED AT THE BELOW REFERENCED MAILING ADDRESS NO LATER THAN 30 DAYS PRIOR TO YOUR ARRIVAL DATE. In such event Owner will refund the sums you have paid, less a \$500.00 cancellation fee. If your notice of cancellation RECEIVED LESS THAN 30 DAYS PRIOR TO YOUR ARRIVAL DATE, you will forfeit all sums paid, excluding any security deposit monies.

7. **CHECK IN.** Check in time is 4:00 PM. EARLY CHECK IN TIMES ARE ALLOWED ONLY WHEN THE PROPERTY IS CLEANED AND READY FOR OCCUPANCY AND PRIOR APPROVAL IS RECEIVED. KEYS WILL NOT be issued with a balance due, to anyone under the age of 30, or without a signed rental agreement in the Owner's possession.
8. **CHECK OUT.** Check out time is 10:00 AM. THERE IS AN EXTRA CHARGE FOR LATE CHECK OUT AND PRIOR APPROVAL IS REQUIRED. Upon departure please lock all doors and leave keys on the kitchen table. A \$50.00 an hour fee will be charged for each hour, or portion thereof, past the required check out time. A \$200.00 re-key lock fee will be deducted from the Tenant's security deposit in the event keys are not returned to Owner upon departure.
9. **HOLD OVER.** Tenant shall deliver possession of property in good order and repair to Owner upon the departure date on or prior to the checkout provision of the Agreement.
10. **PREMISES NOT AVAILABLE.** In the event the premises is unavailable for occupancy by reason of a casualty loss, major repairs required, no certificate of occupancy, an unauthorized hold-over by a former tenant, or transfer of ownership. Owner shall attempt to find other rental property for Tenant subject to Tenant's approval. In the event Owner is unsuccessful in the foregoing, then Owner shall immediately return all amounts paid by Tenant hereunder, and Tenant shall have no further recourse against Owner.
11. **DEPARTURE CLEANING.** The property will be inspected, sanitized, and cleaned after your departure. YOU ARE REQUIRED to leave property in the same general condition which you received it by ensuing the dishwasher is loaded and run, all food removed from refrigerator and the refrigerator wiped clean, all trash is removed and placed in the outside garbage collection container, used towels placed in the laundry room, bed linens and pillow cases stripped and placed top of beds and the home is generally picked up and ready to be vacuumed, dusted and sanitized. Patio must be picked up and put back in order. Grill should be cleaned just as you would like it Air conditioning should be turned up to 76 degrees during the summer months and during the heating months the heat should be turned down to 50 degrees. If additional cleaning is required, appropriate charges will be deducted from the Tenant's security deposit at the rate of \$25.00 per hour.
12. **TELEPHONES AND INTERNET.** The property does not contain telephone but does have internet services.
13. **WHAT WE SUPPLY.** The property is equipped and set up as a fully furnished property which will include bedspreads, linens, blankets, pillows, bath towels, as well as a fully equipped kitchen, TV's VCR/DVD, CD player, propane BBQ grill, outdoor furniture, and limited supply of paper products.

14. **WHAT YOU SHOULD BRING.** Plan on packing your personal toiletry items. Owner provides only a limited supply of toilet paper, paper towels, and other dispensable items to get you started on your first day. Tenant should plan on making a trip to the grocery store to replenish these as needed.
15. **LOCKED CLOSETS.** Contain Owner's personal property. Please respect these locked closets, cabinets or rooms. They are NOT INCLUDED as part of your rental.
16. **PERSONAL ITEMS.** Items left by Tenant upon departure are not the Owner's responsibility. Please double check for personal items prior to your departure. If Owner is asked to locate and return personal items left behind by Tenant or Tenant's guests, Tenant shall pay all shipping, handling and postage (minimum of \$25.00) for all returned items prior to shipping.
17. **CONDITION OF PROPERTY.** The Owner has made every effort to provide accurate information about the rental property. The Internet site provides pricing, descriptions and recent pictures of the property. The Owner will make every attempt to honestly answer any further questions you might have prior to your arrival. PLEASE REMEMBER THAT YOU ARE MAKING AN AGREEMENT WITH AN INDIVIDUAL PROPERTY OWNER, therefore you cannot be moved to another property if you are not satisfied with your choice upon arrival. Upon arrival, please notify the Owner immediately if you do not find the property clean or in need of repairs. If the Owner has not heard from Tenant within one hour of check-in, Owner will assume Tenant is satisfied with the property.
18. **TENANT'S LIABILITY.** Tenant agrees to accept liability for any damages caused to the property (other than normal wear and tear) by Tenant or Tenant's guests, including but not limited to landscaping, real and personal property, misuse of appliances and/or equipment for furnishings furnished. If damages are in excess of the security deposit being held, Tenant agrees to reimburse Owner for the actual cost incurred to repair or replace such damaged items.
19. **SLEEPING CAPACITY AND DISTURBANCES.** Tenants and Tenant's guests will be required to vacate the premises and forfeit the rental fee and security deposit for any of the following:
 - A. Occupants not as stated in this agreement.
 - B. Using the premises for any illegal acts.
 - C. The possession, serving or consumption of alcoholic beverages by or to persons less than 21 years of age.
 - D. Causing any damage to the premises rented or to any neighboring properties.
 - E. Any other acts which interferes with neighbors, right to quiet enjoyment of their property.
 - F. Any disturbances between the hours of 10:00 PM and 8:00 AM.

- G. Excessive boat or personal watercraft wakes within neighboring sloughs.
- H. Boating at excessive speeds within 100 feet of neighboring piers of lake structures.
- I. Smoking inside of home or any pets on the premises.

Note: This is not an event center and should be used only as a personal home.

- 20. **HOLDS HARMLESS.** Owner does not assume any liability for loss, damage, theft or injury whatsoever to any persons or their personal property. Neither does Owner accept liability for any inconvenience arising from any temporary defects or stoppage in supply of water, gas, electricity, satellite television or plumbing. Owners will not accept liability for any loss or damage caused by weather conditions, natural disasters, acts of God, or other reasons beyond Owners control. Accordingly the Tenant and Tenant's guest covenants and agrees the Owner is not responsible for any said damages, thefts or injuries.
- 21. **DECKING AND PIERS.** Tenant hereby acknowledges that the property they have reserved included decking and piers and that such can be slippery, and that injury is likely to occur to anyone who is not careful. With full knowledge of the above facts and warnings, the Tenant and the guests thereof accept and assume all risks involved in or related to the use of all decks and piers.
- 22. **RIP RAP SEAWALL.** Tenant hereby acknowledges that a large section of the property's seawall is formed with Rip Rap, a foundation of large rocks piled together to prevent erosion, which is not designed for walking, climbing or sitting. The Tenant is fully aware the "rip rap" is jagged, unstable, dangerous, slippery, and injury is likely to occur to anyone who attempts to walk, climb, or sit thereon. With full knowledge of the above facts and warnings, the Tenant and the guests thereof accept and assume all risks involved in or related to walking, climbing, or sitting on rip rap.
- 23. **ADDITIONAL TERMS AND CONDITIONS.** The Tenant, for himself, herself, hi/hers, assignors, executors, and administrators, fully releases and discharges the Owner from any and all claims, demands, and cause of actions by reason of any injury of whatsoever nature which has or have occurred, or may occur to the Tenant, or any of his/her guests as a result of, or in connection with the occupancy of the premises and agrees to hold Owner free of any claim or suit arising therefrom. In any action concerning the rights, duties, or liabilities or the parties to this Agreement, their principals, agents, successors, or assignees the prevailing party shall be entitled to recover reasonable attorney fees and costs.
- 24. **OWNER'S RIGHT OF ENTRY.** Tenant hereby acknowledges and agrees Owner may enter premises with or without Tenant's permission for whatever reason during the Tenants stay.

25. **REPAIRS AND SERVICE CALLS.** Please notify Owner immediately if damages are noticed or a repair is in order. All efforts will be made to expedite needed repairs, but no refunds will be made for mechanical failures to air conditioning, appliances, electronics, or interruption/loss of utilities including satellite TV. Authorized repair personnel have the legal right to enter the property as required to accomplish needed repairs, even if the service call was made prior to your arrival.

26. **PAYMENT.** Tenant may make payments to Owner in the form of money order, certified bank check, personal check, Visa or MasterCard. Credit Card payments will be an additional charge of 3%. If Tenant elects to pay by personal check and for whatever reason Tenant's check is returned for insufficient funds there will be a \$50.00 return check charge. Keys will not be issued until all Tenant checks have cleared Owner's bank. **Checks should be made payable to Larry Glessner.**

27. **MAILING ADDRESS.** The signed Agreement along with all current and future monies due or written cancellation notices, should be mailed to the following address:

**Larry Glessner
171 Fulp Road
Kernersville, NC 27284
Primary: (336) 345-3504 Alt.: (336) 340-7301**

28. **NON-ASSIGNABLE.** The Tenant acknowledges that this Agreement may not be assigned or transferred by Tenant, in whole or in part, without the prior written consent of the Owner. Furthermore, Tenant may not sublet the property in whole or in part without written permission to Owner.

29. **SEVERABILITY.** Should any provision of this Agreement be held by a court of competent jurisdiction to be unenforceable, illegal or invalid, either in whole or in part, for any reason, the remaining provisions of this Agreement shall not be affected by such holding and shall continue in full force in accordance with their terms.

30. **WAIVER.** Failure of either party to insist, in one or more instances, on performance by the other in strict accordance with the terms and conditions of this Agreement shall not be deemed a waiver or relinquishment of any right granted in this Agreement or the future performance of any such term or condition or of any other term or condition of this Agreement, unless such waiver is contained in a writing signed by the party making the waiver.

31. **AMENDMENTS AND MODIFICATIONS.** This Agreement may be amended or modified only in writing and signed by the parties hereto.

32. **GOVERNING LAW.** The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Alabama, without giving effect to the conflicts of laws principles thereof.

PLEASE REMEMBER THAT YOU ARE RENTING A PRIVATE HOME. PLEASE TREAT IT WITH THE SAME RESPECT YOU WOULD LIKE SHOWN TO YOUR OWN HOME.

I have read the foregoing Agreement and agree with the terms and provisions thereof in their entirety.

Tenant's Signature: _____ **Date:** _____

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Check – Out Checklist:

- ☐ Check-out time is 10 a.m. **I have a lot of renters checking in and out on the same day, so please respect the time.**
- ☐ In warm weather, leave A/C thermostat at 76 degrees and in winter leave at 50 degrees
- ☐ Turn off all lights and appliances (includes coffee maker)
- ☐ Be sure to wash all dishes – Load and run dishwasher – wipe countertop
- ☐ Leave the kitchen and outside chair and patio clean.
- ☐ Take kitchen garbage out to the outdoor trash can by the road. Garbage can will have CAM painted on it. Garbage Cans are to be on the other side of road from my mailbox.
- ☐ Put all cushions and any floats back in storage room
- ☐ Please pile used towels on the floor in the bathrooms
- ☐ Please take just the sheets and pillow cases off the beds and pile them on the bedroom floors, so our cleaner can quickly find all linens that need to be washed.
- ☐ Close and lock all windows and doors
- ☐ Leave both keys behind for the next guests.
- ☐ Before leaving make sure you have All of your belongings including plug in chargers.
- ☐ Remove any opened food from the fridge. You may leave unopened food if you like.
- ☐ Both Grills should be left clean and in good order for the next renter. Make sure all charcoal has been removed from grill and disposed of. \$25 Cleaning Fee if not left in good cleaning order.

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CHECK-IN 4:00pm

CHECK-OUT 10:00am

Please remember this is my home. Take care of it as it was yours.
I hope you have a great stay.

Access to Wi-Fi:
MySpectrumWiFia8-2G (or 5G)
Password: betterrobin379

Here are a few good numbers:

Fishing Guide Service – Alex City – David Hare Great Striper Guide - (256) 401-3089

Restaurants on the Lake:

Chucks Pizza and Subs – (256) 825-6871
Sinclairs Kowaliga – (334) 857-2889
Harbour Dock – (334) 857-3635

Alex City Restaurants:

JR's Sports Bar & Grille-(256) 234-9850
ShoNuff BBQ – (256) 234-7675
Ruby Tuesday – (256) 234-4047
Huddle House – (256) 215-7267

Dadeville Restaurants:

La Posoda Mexican Grill – (256) 825-2677
Poplar Dawgs – (256) 825-9288
Niffer's – (256) 825-5950
Oskar's Café – (256) 825-4827

Boat Rentals on Lake Martin:

Bay Pine located next door – (256) 825-0999
Anchor Bay Boat Rentals – (334) 857-2654 – Anchorboatrentals.com
Harbor Pointe Marina – (256) 825-0600 – HarborPointe.net
Lakeside Marina, LLC – (256)825-9286 – LakesideMarinaLLC.com
Sonny Fomby & Sons Boat Rentals – (256)896-4267
Russell Marine – (256) 234-0750 – Russellmarine.net
Also check with Windcreek State Park

In the event of a rain storm, lower the umbrella and move all cushions under porch so they will not get wet.

For any problems or issues, please contact Larry at (336) 345-3504.