

Guntersville Getaway

Vacation Rental LLC — Rental Agreement

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

256-571-5080 | guntersvillegetaway@gmail.com

Mail and make checks out to: Lyndall Hamlett

232 Hill Avenue, Guntersville, AL 35976

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

Arrival Date

Departure Date

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:

- Pets.** Guest will not keep or permit pets or other animals on the property, unless a prior agreement was reached by the owner and the applicable pet fee has been paid. All approved pets must be housebroken, well-behaved indoors, and under the guest's control at all times when outdoors. Pet fee: **\$12 per night for one (1) pet; \$20 per night for two (2) or three (3) pets.** Maximum of three (3) pets permitted. Pets must not be left unattended in the home and guest is responsible for cleaning up after pets on the property.

Any damage caused by pets will be deducted from the security deposit; if damage exceeds the deposit, the guest is responsible for the full cost. This provision gives the owner/agent authority to order the guest to vacate the property and immediate cancellation of this rental agreement with no refunds.

2. **Check-in 4:30 PM — Check-out 10:30 AM.** Guest agrees not to exceed occupancy as outlined above.

- a. Maximum of 9 overnight guests; no more than 15 people on the property at any time.
- b. If the maximum number of occupants is exceeded and the septic tank overflows, the lessee is responsible for all repair costs.
- c. Late checkout will be charged one full night's stay.
- d. The lessee shall conduct themselves in a lawful manner.
- e. 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.

3. **Jurisdiction.** The Lessee hereby agrees that any action concerning this agreement or these premises shall be commenced exclusively in the courts of Marshall County, Alabama. The Lessee hereby submits to the jurisdiction of such courts. In the event that any action shall be commenced by either party, 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. 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, within 30 days after premises have been vacated and inspected by owner/agent.

5. **Payment.** The security deposit and rental fees are payable to the owner/agent, Lyndall Hamlett. Guest must forfeit reservation or vacate property immediately in the event of insufficient funds or any unresolved payment problems. **If lessee or guests uses**

smokeless tobacco or smokes in the house, cigarette filters are found in the house or yard, or cigarette odor 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 31 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. Travel insurance is recommended.
7. **Assumption of Risk.** 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. No smoking is allowed in the home. If you choose to smoke, smoke outdoors only.
 - b. Follow all posted rules and guidelines.
9. **Premises.** Lessee warrants and agrees that he/she and all 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. Guest may use the pier, third boat slip, and house. Owner may access the boathouse during the Lessee's stay.
10. **Maintenance.** Lessor may make necessary repairs or maintenance during the stay as needed.
11. **Authorization for Additional Charges.** Guest authorizes the payment method on file to be charged for damages exceeding the security deposit, per the terms of this agreement. Guest will be notified of any additional charges with an itemized invoice.
12. **Travel & Rental Insurance.** Guest is strongly encouraged to purchase travel or vacation rental insurance to protect against cancellation due to illness, weather, job loss, or other unforeseen circumstances. One policy covers all guests in your group. We recommend **Faye** (withfaye.com), which offers vacation rental damage protection up to \$3,000 as an add-on. Policies can also be compared at squaremouth.com.

Payment Information

After signing this agreement, you will receive a **secure payment link via text or email** to submit your deposit and rental fees. We accept credit cards, debit cards, and bank transfers (ACH).

To avoid credit card processing fees, you may also pay via **Cash App (\$Lyndall232)** or **Zelle** — contact us for Zelle details.

Acceptable payment methods also include personal check or cashier's check mailed to the address above.

Your reservation is not confirmed until the deposit has been paid and this lease agreement has been signed.

By signing below, you agree to the terms laid out in the lease agreement.

Owner Signature

Lessee Signature

Date

Date