**SHORT-TERM RENTAL AGREEMENT**

**I. The Parties**

This Short-Term Rental Agreement ("Agreement") made on January 1 2020 is between the following:

Up to Eight (8) individual(s) known as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ with a mailing address of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("Tenant(s)")

**AND**

A business entity known as Gipfelhaus, LLC with a mailing address of 447 3rd Ave North, Suite 409, Saint Petersburg, Florida, 33701 ("Landlord").

Landlord and Tenant(s) ("Parties") agree to the following terms and conditions:

**II. The Property**

The Tenant(s) agrees to rent the residential dwelling described as a(n) single-family home with a mailing address of 714 Banks Mountain Drive, Hendersonville, North Carolina, 28792 ("Property"). The Property consists of 3 bedroom(s) and has 2.5 bathroom(s).

**III. Furnishings**

The Property shall be furnished by the Landlord. Landlord shall provide the following furnishings as part of this Agreement:

Bedroom Set(s) - Including but not limited to beds, pillows, sheets, nightstands, and lighting fixtures.

Dining Room Set(s) - Including but not limited to tables, chairs, and other items that complete a dining room set.

Kitchenware - Including but not limited to pots, pans, utensils, cleaning supplies, and other everyday items that complete a kitchen set.

Living Room Set(s) - Including but not limited to couches, chairs, sofas, televisions, and other common living room items.

Other - Art work, games, etc.

**IV. Parking**

The Landlord shall provide parking as part of this Agreement in the form of 2 parking space(s). There shall be no fee for the parking space(s).

**V. Period and Guests**

The total amount of individuals allowed to stay at the Property for any period will be limited to 8 people. In addition, the Tenant(s) are allowed to have a total number of 12 Guests on the Property.

**VI. Start and End Dates**

The term of this Agreement shall begin \_\_\_\_\_\_\_\_\_\_\_\_ and end on \_\_\_\_\_\_\_\_\_\_\_\_ ("Rental Period").

The Tenant(s) shall be allowed to check-in at 04:00 PM and check-out at 10:30 AM.

**VII. Rent**

The rent due by the Tenant(s) to the Landlord shall be in the amount of $\_\_\_\_\_\_\_\_\_\_ for the entire Rental Period.

**VIII. Security Deposit**

The Tenant(s) shall be obligated to pay a non-refundable Booking Deposit of $500.00. If a Security Deposit in the amount of $500.00 is required for longer term rentals, upon termination of this Agreement, Landlord shall return the Security Deposit within a reasonable amount of time or in accordance with State law, whichever is longest.

**IX. Pets**

Tenant(s) shall be allowed to have dogs, with no weight limit. In addition, there shall be a set number of \_\_\_ pet\_ on the Property. Pets shall be allowed on the Property for a fee of $10.00 per day which is non-refundable.

**X. Fees, Taxes, and Deposit**

The Tenant(s) shall be responsible for the following fee(s):

Booking Fee - $500.00 non-refundable

Smoking Inside - $1,000.00

**XI. Termination**

Landlord has the right to inspect the premises with prior notice in accordance with applicable State laws. Should the Tenant(s) violate any of the terms of this agreement, the rental period shall be terminated immediately in accordance with State law. Tenant(s) waive all rights to process if they fail to vacate the premises upon termination of the rental period. Tenant(s) shall vacate the premises at the expiration time and date of this agreement.

**XII. Utilities**

The Landlord shall be responsible for providing the following utilities: Electricity, Internet, Trash Collection, Water and Sewer, and all other utilities to be paid by the Tenant(s).

**XIII. Maintenance and Repairs**

The Tenant(s) shall maintain the premises in a good, clean, and ready to rent condition, and use the premises only in a careful and lawful manner. Tenant(s) shall leave the premises in a ready to rent condition at the expiration of the rental agreement, defined by the Landlord as being immediately habitable by the next tenants. Landlord shall pay for maintenance and repairs should the premises be left in a lesser condition.

Tenant(s) agree that the Landlord shall deduct from the Security Deposit prior to refund if tenants cause damage to the premises or its furnishings.

**XIV. Trash**

Landlord does not have any trash removal requirements for the Tenant(s).

**XV. Subletting**

Tenant(s) shall not be allowed to sublet the Property. If Landlord does allow the Tenant(s) the right to sublet, an amendment must be signed by both Landlord and Tenant(s) and shall be attached to this Agreement.

**XVI. Quiet Enjoyment**

The Tenants shall behave in a civilized manner and shall be good neighbors respecting the rights of the surrounding property owners. The Tenants shall not create noise or disturbances likely to disturb or annoy the surrounding property owners. Creating a disturbance of the above nature shall be grounds for immediate termination of this agreement and Tenants shall then immediately vacate the premises.

There is no set Quiet Time on the Property although the Tenant(s) shall be obligated to respect the quiet enjoyment other Tenant(s) and/or neighbors during the term of this Agreement

**XVII. Smoking**

Any and all forms of smoking shall not be permitted inside the Property. All smoking activities MUST occur outside on stone porches.

**XVIII. Landlord’s Liability**

The Tenants and Tenants' Guests shall hereby indemnify and hold harmless the Landlord against any and all claims of personal injury or property damage or loss arising from use of the premises regardless of the nature of the accident, injury or loss. Tenant(s) expressly recognize that any insurance for property damage or loss which the Landlord may maintain on the property does not cover the personal property of Tenant(s), and that Tenant(s) should purchase their own insurance for Tenant(s) and Guest(s) if such coverage is desired.

**XIX. Attorney’s Fees**

Tenants agree to pay all reasonable costs, attorney's fees and expenses that shall be made or incurred by Landlord enforcing this agreement.

**XX. Use of Property**

Tenant(s) expressly acknowledge and agree that this Agreement is for transient occupancy of the Property, and that Tenant(s) do not intend to make the property a residence or household.

**XXI. Shortened Stays and Conditions**

There shall be no refunds of rents due to shortened stays or ruined expectations because of weather conditions.

**XXII. Showings**

If the property should go on the MARKET FOR SALE, it may be shown to qualified buyers during the stay of the Tenant(s). Every effort will be made to schedule the showing at a convenient time and not interrupt the day-to-day activities of the Tenant(s). Tenant(s) shall allow reasonable viewings of the Property during standard hours.

**XXIII. Firearms**

Only legally owned and permitted firearms shall be allowed on the premises in accordance with State and local laws.

**XXIV. Fireworks**

The Parties agree that Fireworks and other hazardous materials may not be used in or around the Property.

**XXV. Illegal Use**

Tenant(s) shall use the property for legal purposes only and other use, such as but not limited to, illegal drug use, abuse of any person, harboring fugitives, etc. shall cause termination of this Agreement with no refund of rents or deposits.

**XXVI. Fire Alarms**

If the Property has fire alarms the Tenant(s) must notify the Landlord without delay if a fire alarm “chirps” or has a low battery condition.

**XXVII. Keys**

There shall be a total number of 1 key code given to the Tenant(s) at the time of possession. If Tenant(s) should lose any of the keys, there shall not be a penalty of fee applied. Sharing of said codes is not permitted.

**XXVIII. Possessions**

Valuable items left behind by Tenant(s) will be held with every reasonable effort made to contact in order for a safe return. If items are not claimed for longer than 6 months they shall become the property of the Landlord. Landlord shall not be held liable for the condition of said items left by the Tenant(s).

**XXIX. Notice**

In the event written notice is required the Parties shall be recognized by the mailing addresses set forth in Section I of this Agreement.

**XXX. Landlord's Contact**

In the event the Landlord needs to be contacted immediately, the Tenant(s) shall use the following:

E-Mail: info@thegipfelhaus.com

Telephone: (727) 423-5736

**XXXI. Governing Law**

This agreement is governed under the laws in the State where the Property is located.

**XXXIII. Lead-Based Disclosure**

It is acknowledged by the Parties that the Property was not constructed prior to 1978. Therefore, the Lead-Based Paint Disclosure Form is not required per federal law.

**XXXIV. Disclosures**

It is acknowledged by the Parties that the Property may have been constructed prior to 1978 requiring the Buyer and Seller to initial and sign the attached Lead-Based Paint Disclosure Form.

**XXXV. Severability**

In the event any provision or part of this Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, will be inoperative.

**XXXVI. Entire Agreement**

This Agreement together with any attached addendums or disclosures shall supersede any and all other prior understandings and agreements, either oral or in writing, between the parties with respect to the subject matter hereof and shall constitute the sole and only agreements between the parties with respect to the said Property. All prior negotiations and agreements between the parties with respect to the Property hereof are merged into this Agreement. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or by anyone acting on behalf of any party, which are not embodied in this Agreement and that any agreement, statement or promise that is not contained in this Agreement shall not be valid or binding or of any force or effect.

**SIGNATURE AREA**

**Tenant's Signature** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Tenant's Signature** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Tenant's Signature** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Tenant's Signature** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Tenant's Signature** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Tenant's Signature** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Tenant's Signature** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Tenant's Signature** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Landlord's Signature** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Michael Laky acting as Member on behalf of Gipfelhaus, LLC. Michael Laky declares with their above-signature that they hold the legal power and authority to act in the presence of Gipfelhaus, LLC.