



Lake Nantahala Rental Agreement: Verbal commitment holds reservation for 3 days. Signed rental agreement and security deposit must be received to secure dates.

Booking from: Check in _____ and checkout _____.

Property Address: 229 Walnut Tree Lane

Property Phone: 828-321-4194

Office Phone: 706-897-0300

Alt Phone: 706-897-6270

e-mail: diehjenterprises@windstream.net

Contact Details:

Name: _____ # in Party: _____ (max 14)

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ e-mail: _____

(Initial) _____ Check in: 4:00 p.m.

(Initial) _____ Check out: 10:00 a.m.

Rental Rate: \$ _____

10% Sales/Occupancy Tax: \$ _____

Cleaning Fee (Tax Free) \$ 120.00

Refundable Damage Deposit: \$ 1000.00

Total Due: \$ _____

Deposit is due at time reservation is made to secure dates. Remaining balance is due in full 60 days prior to arrival. Damage deposit is fully refundable given there is no damage or missing items. Damage deposit will be returned 1 to 2 weeks after checkout.

Please send correspondences & make checks payable to: Diehl Enterprises
5010 US Hwy 76 West
Young Harris, GA 30582

\$1000 Deposit: personal check, money order, or cashiers check only

Remaining balance due 60 days prior to arrival: Personal Ck, Visa, MC, or Disc

Card #: _____

Please Note: Charge will show on statement as Diehl Enterprises, Inc.

Exp Date: _____

3 Digit Security Code: _____

3 digit code on the back of card in signature line after the last 4 digits of the CC#

Card Holder's Signature: _____

North Carolina-Lake Nantahala Rental Guidelines

Property: 229 Walnut Tree Lane
Property Phone: 828-321-4194
Rental Office: 706-897-0300

Please be sure to read over these terms and conditions and make sure everyone in your party is aware of these guidelines:

Check in: (4:00pm) Between May and September the home is usually rented back to back. Early check in can not be accommodated. Please note the check in time and make all the members of your party aware of this.

Access Codes and Directions: This home is equipped with a key pad system; directions and key pad code will be given to you upon receipt of the signed rental agreements and payment in full.

Cancellation Policy: 60 day cancellation policy. Should you cancel outside 60 days prior to arrival the damage deposit will be refunded less a one night cancellation charge. Should cancellation occur within the 60 days, the rental amount becomes nonrefundable, unless the property can be re-rented.

Payment: Deposit is due at time reservation is made to secure dates, then becomes a damage deposit after check in. Remaining balance is due 60 days prior to arrival. We accept all major credit cards, money orders, cashiers checks, and personal checks. Damage deposit is refundable given there is no damage to the house and no missing items. Refunds will be mailed about 1-2 weeks after checkout.

Inspection Upon Arrival: Please inspect the property upon your arrival. If you discover an item damaged or not working properly, please notify the management office via e-mail at diehlenterprises@windstream.net or by phone at 706-897-0300 immediately.

Cleaning Fee: Cleaning of the home under normal conditions should take about 3 ½ hours with all check out instructions followed. Failure to follow check out instructions or if additional cleaning time is required due to neglect or if home is left in unreasonable condition additional cleaning fees may be assessed.

Rental Capacity: Please note the maximum number of people this unit sleeps is 12-14, this number includes children. Additional guests above the number disclosed must be approved in writing prior to arrival. NO house parties, weddings, or wedding receptions. Failure to disclose the actual number of guests will result in forfeiture of some or all of the rental deposit.

Disturbance: This is our family home; the neighbors are friends of ours. Loud noise, disorderly conduct or additional occupants above the number disclosed will result in immediate eviction from the property with no refund. There will be no warning or exceptions to this rule.

Phone Calls: We have an unlimited phone plan for local and long distance calling. This does not include international calling. Should you need to make international calls, please use a calling card. You can purchase one at most convenient stores or Wal-Mart.

Borrowing Cabinet: Feel free to borrow anything available in the borrowing cabinet designated in the kitchen if you need.

Kayak & Canoes: Feel free to use the two kayaks and canoe. Please keep them tied securely to the dock when not in use. Please wear life jackets and put them back where you found them when you are done. *Use is at own risk.*

Boat: Under normal lake conditions the boat is available early May through mid October. Upon your arrival the gas and oil tanks are both full. Both tanks must be returned full or additional charges such as gas, oil, or trip charges may apply. *Use is at own risk.*

Fire Pit Area: No large fires. Be cautious of ash.

Smoking: No smoking in the house. If you smoke, please do so outside and do not throw the butts on the ground. Please place butts in garbage receptacles outside, not in the house trash cans.

Pets: This home is pet free. If a pet is found to have been in our house, the entire deposit will be forfeited.

Damage: Tenants have full financial responsibility for damages due to misuse, negligence, or missing items. We understand that accidents do happen. If there is damage to the property and you report it immediately you will only be charged for the repair. If the damage is not reported and is found by us or our housekeeping staff there will be additional charges for the inspection, verification of damage, and photography. All we ask is if there is an accident you call 706-897-0300 and report it immediately. We will have the item repaired or replaced as soon as reasonably possible. Our properties are usually rented back to back with no time to replace or repair items damaged or broken. We depend upon the honesty and courtesy of our guests to prevent disruption of current and future guests enjoyment of our property.

Pool Table: No drinks on table. Do not sit on table. Do not attempt to jump balls. New felt replacement cost \$400.00. Please be careful. Parents PLEASE watch your children.

Movie DVD Inventory: 50 DVD are provided for your use. Loss or destruction of these shall be the responsibility of the lessee. Inventory is taken after each tenant departs.

Electronics: Do not unplug any cables from the TV's and or DVD players. If cables are rearranged and TV/DVD is not working properly, a service call may be required in order to repair. Do not move the Game Cube to another TV in the house.

Furnishings: Do not remove any items from the house; furniture needs to be left as originally arranged. Damage due to moving furnishing such as scuff marks on walls, scraps on furniture, or scratches in floor will be the responsibility of tenant.

Garbage: Please put the lid and bungee cord provided on the garbage cans at night. Animals will knock it over if you don't. If you have more trash than will fit in the garbage cans, a trip to the landfill may be necessary. Directions to two nearby landfills are located in the rental book provided on the FAQ page.

Litigation: Should litigation arise as a result of this contract or use of this property, both parties, lessor, and lessee agree that Towns County, GA shall be the site of jurisdiction for any and all lawsuits.

Hold Harmless: Tenant agrees by signing this agreement to release lessor, Greg Diehl, Diehl Enterprises, Inc. and Nantahala Investment, LLC of all responsibility including but not limited to injury or death to the lessee or any member of their party also including guests. Lessee understands and accepts the responsibility for the safety and welfare of all occupants and guests while occupying property and agrees to hold lessor harmless.

Check out: (9:30am, no exceptions)

Please strip all beds of linens (this includes fitted sheet, flat sheet, and pillow cases, **NOT bedding or bed pads unless needed**) and place linens and all used towels in laundry room, wash any used dishes and place back in cabinets, be sure anything you used is placed back where you found it, set heat to 55 degrees or A/C to 80 degrees, turn off all interior and exterior lights, place any trash bags in garbage receptacles with lid and bungee cord, and lock all doors behind you.

Please respect our property and belongings and treat them like your own. We hope you enjoy your stay, please feel free to contact us should you need anything 706-897-0300.

I have read and agree to the above regulations.

Signature: _____ Date: _____

Note: Under normal lake conditions the boat is available for rent mid May – mid October.

Boat Rental Agreement

Diehl Enterprises, Inc.
5010 US Hwy 76 West
Young Harris, GA 30582

Pontoon Boat

Upon your arrival the gas and oil tanks are both full. Both tanks must be returned full or additional charges will apply. \$75.00 service call plus fuel and oil cost if tanks are not full upon inspection. During your stay you are responsible to remove any rain water from the boat by hand or with bilge pump.

Release of liability:

_____ (Initial) **NOTICE OF RISK:** I hereby acknowledge custody of the equipment described above, in good condition, and I agree to return said equipment to Diehl Enterprises, Inc., Greg Diehl, and Nantahala Investments, LLC in the same condition and with the same equipment as listed herein. In case of abuse, damage, theft or loss, I am responsible for the replacement value of the equipment, all legal and attorney fees associated with any suit arising from enforcement of this agreement.

_____ (Initial) **ASSUMPTION OF RISK:** I understand and am aware that boating, skiing, riding water toys are hazardous activities. I understand that the sport of boating, skiing, riding water toys and the use of the equipment involve a risk in injury to any and all parts of the body and possible death. I hereby agree to freely and expressly assume and accept any and all risk in the use of the equipment rented not only of myself, but of all guests and/or minor children in my custody.

_____ (Initial) **LIABILITY AGREEMENT:** I hereby release from any legal liability, Diehl Enterprises, Inc., Greg Diehl, and Nantahala Investments, LLC and its owners, agents, and employees from all claims, demands, actions, and from all liability for damage, loss, injury (of whatever kind, nature, or description) including death that may arise out of connection with use or operation of this watercraft, accepting the full responsibility for any and all such damages, injury or death to myself and others in my rental party and their guests which may result.

_____ (Initial) **Venue for litigation.** I hereby acknowledge and agree, any litigation that may arise out of use of the watercraft or the signing of this agreement shall be held in the jurisdictional courts of Towns County, Georgia. I further agree that if any part of this agreement is found to be unenforceable the remaining agreement shall remain enforceable.

_____ (Initial) Renter who signs to accept the terms of this rental agreement certifies that he or she is 26 years of age or over and capable in all aspects of the handling and operation of the vessel and will operate in accordance with all safety rules and regulations including but not limited to careless, reckless, or negligent operation of this boat. Renter agrees to not operate or allow operation by anyone under the influence of alcohol, drugs, or prescription medications. North Carolina law requires all operators to be at least 26 years of age or pass the North Carolina Boaters Safety course (may be completed online).

_____ (Initial) Renter acknowledges that the ability to provide the vessel is contingent upon and subject to the return of the unit by the previous renter or any other cause beyond control.

Security Deposit for Equipment Rental: I understand that the security deposit is a deposit against all cost of replacement, repairs, or cleaning that may be required as a result of physical damage to the equipment during the rental period or against any liability that I may incur to Diehl Enterprises, Inc., Greg Diehl, and Nantahala Investments, LLC pursuant to this agreement. Further, I am responsible for all damages and/or loss to the equipment or any of its contents during that period. The security deposit is not applied to the rental amount. The full amount in addition to the security deposit must be paid in full before the equipment and vessel is removed from the premises. The security deposit will be refunded given there is no damage to the vessel or equipment or missing items.

Renter should examine propeller prior to operation and contact owner immediately if propeller appears to be damaged. If renter does not contact owner, propeller is acknowledged to be in good condition. Any damage to propeller will result in replacement that will cost at a minimum of \$120.00. Should the propeller be damaged during term of rental, renter shall notify management immediately and cease use until propeller can be replaced. Operation of the boat and motor with a damaged prop will result in additional damage to the motor.

Renter acknowledges the oil tank located on the motor is full and should examine it prior to operation. In the event additional oil is required, only 2 stroke premium outboard motor oil should be added. **DO NOT MIX OIL IN GAS. 2 STROKE OUTBOARD MOTOR OIL IS TO BE ADDED IN THE RESEVOIR TANK LOCATED ON THE MOTOR. MIXING OIL IN THE GAS WILL RESULT IN DAMAGE TO THE ENGINE** \$75.00 service call plus fuel and oil cost if tanks are not full upon inspection.

Renter agrees that he or she has read and understands all of the above terms and conditions and agrees to indemnify Diehl Enterprises, Inc., Greg Diehl, and Nantahala Investments, LLC for all damages it sustains as a result of their violation by the renter. If you are not an experienced boater please do not rent this boat.

Signature

Date