

**RENTAL CONTRACT**

<p><b>Lessor:</b> Robert &amp; Tamara Pendley Address: 4199 Long Branch Drive Marietta, GA 30066-2468 770 321-3446</p> <p>Bob_Pendley@MATRIXResources.com</p>	<p><b>Date:</b> _____</p> <p><b>Lessee:</b> _____</p> <p><b>Address:</b> _____ _____</p> <p><b>Phone #:</b> _____</p> <p><b>Mobile #:</b> _____</p> <p><b>Fax #:</b> _____</p> <p><b>E-mail:</b> _____</p> <p><b>Drivers License # &amp; State</b> _____</p> <p><b>Auto Tag # &amp; State</b> _____</p>
<p><b>Vacation House:</b> <b>SailAway Lake House</b> 179 Narrows Drive Lake Arrowhead Waleska, GA 30183 Lake House - 404 474-2524</p>	<p><b>Arrival Date:</b> _____</p> <p><b>Departure Date:</b> _____</p> <p><b>Rate</b> <b>Total</b> Includes \$300 Hold/Damage Deposit</p>

Maximum Occupancy: 11

**No "Parties" Allowed**

Check in time: 4:00 p.m.

Check out time: 11:00 a.m.

- 1) **DEPOSIT:** A \$300 deposit is required to hold reservation, which is non-refundable within 30 days prior to lease start date (45 days for holidays).
- 2) **SUBLETTING:** This agreement shall not be assigned nor any part of the premises sublet without the written consent of the owners or their agents.
- 3) **DAMAGES:** Lessee is liable for all replacements and repairs needed to attain the same condition as when occupancy commenced, less normal wear and tear. Lessee agrees to pay for any loss, breakage or damage which is caused by this lessee or anyone in this lessee's group, to the entire satisfaction of the owners. The deposit of \$300 to hold the reservation

will also be used as a damage deposit upon arrival date. The damage deposit is fully refundable within ten (10) days after departure date provided that real and personal property are in the same condition as when occupancy commenced, and all terms of this agreement were met, less normal wear and tear. Upon arrival, it is the responsibility of the tenant to notify the Lessor of any existing damages.

- 4) **CAPACITY:** Lessee agrees not to overcrowd the facilities by having more persons in the house than the maximum occupancy listed above. Violation of this provision subjects lessee to significant penalties, stated herein, which are necessary to protect the Lessor.
- 5) **CHECKOUT:** Lessee agrees to vacate the premises by 11:00 a.m. Departure after the scheduled checkout time will be subject to a \$50 per hour late checkout fee. Late checkout can be arranged without a fee if conditions permit. Arrangements must be made in advance.
- 6) **CLEANING:** Final day cleaning service is an additional charge of \$125 (cleaning bathrooms, dusting, vacuuming, mopping floors). Lessee is responsible for daily up-keep of the accommodation. Place dirty dishes in dishwasher and start (and empty if time permits). Wipe any spills in fridge/ovens and on the counter tops. There is a gas grill for your cooking pleasure....if you choose to use it, please clean it afterwards. If grill is not cleaned, you will be subjected to a \$15 cleaning fee. Take out the trash and garbage to outside trash cans by the parking deck. Lock ALL doors to the house upon final exit.
- 7) **CHECK-IN:** Lessee understands check-in time begins at 4:00 p.m. For earlier check-in, please make early arrangements with the Lessor.
- 8) **LIABILITY:** The owners of this property are not responsible for any theft or injury to the lessee or their guests.
- 9) **APPLIANCES:** Appliances including TV's, radios, ceiling fans and air conditioning/heating units, hot tub are not guaranteed. Refunds cannot be given for failure or breakdown. However, all repairs will be made as quickly as possible.
- 10) **ACCOMODATIONS:** Three king size beds, one bunk bed (full on bottom/twin on top), queen sleeper sofa. One set of linens per bed is provided. Extra linens are in the hall closet if needed.
- 11) **UTILITIES/TELEPHONE:** Water, heat, electricity, local and long distance phones are provided. No calls out of the country are allowed. No directory assistance calls are allowed.
- 12) **RESTRICTIONS: NO PETS ALLOWED, NO SMOKING, NO USE OF HOT TUB BETWEEN 10:00pm and 10:00am.** We reserve the right to terminate any rental without refund if pets are found on the premises. No smoking is allowed inside the house. If you smoke on the deck, please use an ashtray. Do not ash cigarettes over the railing as it may cause a fire.
- 13) **FIREPLACE:** Fires using pre-formed logs such as a duraflame log is permitted burning one log at a time for safety reasons. Please leave the flu open in the fireplace. Please make sure the fires are small and contained, you will be responsible of any burns caused by sparks. Any violation of these terms will result in immediate termination of this lease without a refund or pro-rating of rent. Property damages exceeding the damage deposit will be extra.
- 14) **WATERCRAFT:** Lake Arrowhead management does not allow guests to bring boats onto the property. The boats on the premises are privately owned. Any entering upon or use thereof is strictly prohibited and considered trespassing and in violation of the lease.
- 15) **RV's:** No recreational vehicle may be connected to the house for water or power supply.
- 16) **LESSEE** agrees that any tenant who is found using drugs or allows others to use drugs on the premises will be immediately denied continued occupancy at these premises.
- 17) **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.
- 18) **LESSEE** agrees that during the term of this lease and such further time as he/she occupies the premises, he/she will keep the leased premises clean and free of trash, garbage and other

fixtures are in the same condition as at the beginning of, or may have put in during the term of this lease. Reasonable wear and tear only accepted.

- 19) LESSEE agrees to indemnify and hold Lessor harmless from all liability, loss or damage arising from any nuisance or harm made or suffered on the leased premises by the Lessee, tenants, or guests or from any careless, neglect, or improper conduct of any persons entering, occupying or visiting the leased premises, and that all laws from the state of Georgia apply in any litigation.
- 20) LESSEE agrees that he/she shall not paint or make alterations to the property, including changing existing locks or adding new one's, adding additional air conditioners or heaters or rearranging furniture without the Lessor's written consent.
- 21) Upon not less than 24 hours notice, LESSEE shall make available to LESSOR or his agent for the premises of entering to make necessary or convenient repairs and to show the premises to prospective tenants. In an emergency, LESSOR or his agent may enter the premises at any time without securing prior permission from LESSEE.
- 22) If LESSEE abandons or vacates the premises, LESSOR may at his option terminate this lease, enter the premises and remove all property.
- 23) In the event that any action shall be commenced by either party arising out of, or concerning this lease or any right or obligation derived there from, the prevailing party shall be entitled to receive attorney's fees as fixed by the Court in addition to all relief at law as set by the state of Georgia.
- 24) LESSEE assumes full responsibility for fulfilling the terms of the lease for the period stated and assures the LESSOR full recourse for the payment of any amount outstanding from the total amount due in accord with the terms as stated above including any outstanding or unpaid charges that are the responsibility of the LESSEE.
- 25) LESSEE will read, abide by, and make themselves familiar with all information provided by LESSOR in the "Information Sheet(s)" located on kitchen counter top.
- 26) VIOLATING CONTRACT: Property owner (Lessor) reserves the right to not refund deposits, refuse rentals or discontinue occupancy if, in the agents opinion, lessee or their guests are detrimental to property or in violation of this contract
- 27) WATERFRONT/DOCK: Use of this area is done at your own risk. Be aware that it is deep water. Children and non-swimmers must be supervised at all times. Shoes are recommended on the deck, outdoor stairs and dock since they are wood and may cause splinters in bare feet.
- 28) CANCELLATION POLICY: The full rental amount is due 45 days prior to arrival. If cancellation occurs 30 or more days in advance (45 days for holidays) your money will be returned, less a \$35 administrative fee. Should you cancel within 30 days (45 days for holidays) of occupancy start date, LESSOR retains all funds received, other than the \$300 deposit, as liquidated damages, unless the confirmed rental is re-rented at the same rate for the same time period. Lake homes are difficult to re-rent on short notice, thus the stringent cancellation policy.
- 29) HOT TUB: Due to the close proximity of our neighbors, **use of the hot-tub is restricted between 10:00pm and 10:00am**. The maximum temperature for the hot tub is 104 degrees. All children will be supervised at all times. There will be no glass brought into the hot tub. Lessee agrees to enter the hot tub at their own risk.
- 30) METHODS OF PAYMENT: We accept cash, personal checks, cashiers checks, money orders, travelers' checks and most credit cards (3% additional fee for charge cards). We do not accept two-party checks. Total payment is due 45 days prior to arrival date.
- 31) Property reserved sight unseen is represented by property owner as realistically as possible with regard to space, physical condition and comparisons, and it is agreed that it is the obligation of the lessee to abide by the terms of this contract.
- 32) Lessee understands that the PADDLE BOAT and CANOE is to be used at lessee's own risk, and the owners will not be held liable for any harm that may occur to renters.

33) Lessee is not permitted on neighboring property (i.e., neighbor's parking spaces, neighbor's docks, stairs, decks, etc.). If parking for more than 2 cars is needed, there is a marina located approximately 10 houses down the street from the leased property for additional parking.

I, HAVING READ THE TERMS, DO UNDERSTAND AND ACCEPT THIS CONTRACT.

\_\_\_\_\_  
Lessor/Property Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Date

**Please initial first 3 pages, sign contract, then return to:  
Robert Pendley, 4199 Long Branch Dr., Marietta, GA  
30066-2468**

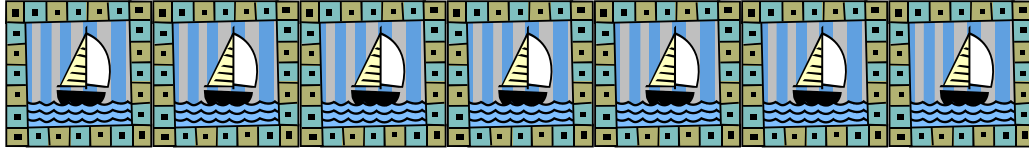
Please make the check payable to: Robert Pendley.

See attached for (1) suggestions on items to bring and (2) check out list.

**Thank You ... and enjoy your stay!!**

**Itemized List of Charges Against Security Deposit:**

<b>Description</b>	<b>Charge</b>
<b>People smoking inside the house (smoking is permitted outdoors only)</b>	<b>\$300</b>
<b>Gas grill not brushed and cleaned</b>	<b>\$25</b>
<b>Refrigerator / Freezer not wiped out</b>	<b>\$10</b>
<b>Carpet burns</b>	<b>\$300</b>
<b>Pontoon boat damage / battery tampering</b>	<b>\$100 minimum</b>
<b>Hot Tub and/or hot tub cover trashed or abused</b>	<b>\$30 minimum</b>
<b>Kitchen pots, dishes, utensils, etc. not cleaned</b>	<b>\$40</b>
<p><b>Only remove the items you brought to the lake house. If any lake house items are missing, additional charges will be applied. Here is a listing of some of the charges for items missing:</b></p> <p style="padding-left: 40px;"><b>Gas grill propane tank</b></p> <p style="padding-left: 40px;"><b>Bath Towels</b></p> <p style="padding-left: 40px;"><b>Hand Towels</b></p> <p style="padding-left: 40px;"><b>Wash clothes</b></p>	<p><b>\$60</b></p> <p><b>\$10</b></p> <p><b>5</b></p> <p><b>3</b></p>
<b>Trespassing onto neighbor's property (renter's are not permitted to use the neighbor's drive way, dock, deck, stairs, yard, etc.)</b>	<b>\$100 fine, plus any damage caused on neighbor's property</b>



**SailAway Lake House**  
**179 Narrows Dr.**  
**Waleska, GA 30183**

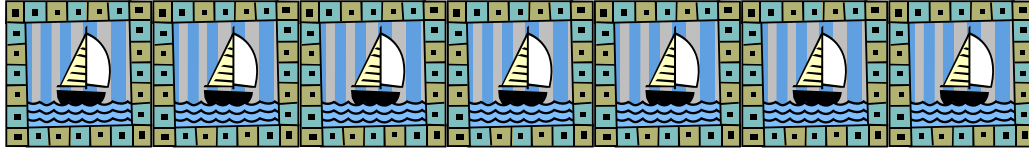
Thank you for choosing SailAway Lake House for your vacation stay. Listed are a few suggested items you may want to bring to make your stay as pleasurable and comfortable as possible.

**Items you may want to bring:**

- ❖ Soap, shampoo, conditioner, and hair dryer
- ❖ Napkins, Paper Towels, Paper Plates, Aluminum Foil, Plastic Wrap, Baggies, and Trash Bags
- ❖ Food and all staples
- ❖ Fishing Poles, old rags, bucket, tackle box (night crawlers and other bait can be purchased at “Tommy’s Market” on the left after turning left onto Little Refuge Rd. See directions)
- ❖ Big beach towels, sunscreen, sunglasses, hat, floatation devices for swimming
- ❖ Starter logs if fireplace is to be used
- ❖ CDs, Videos, DVDs, Games, and Cards
- ❖ Flashlight
- ❖ Cooler(s)
- ❖ Insect Repellant
- ❖ Golf clubs, tennis racket, and bikes

**Items we supply:**

- ❖ Wash rags, bath towels, sheets, blanket, and pillows
- ❖ Laundry detergent, dryer sheets, and dish detergent
- ❖ Iron and ironing board
- ❖ Extra fold out card table and 4 chairs (stored under the bunk bed)
- ❖ Paddle Boat (use at own risk)
- ❖ Small boom box (CD player, AM/FM radio)
- ❖ DVD/VCR combo on 2 TVs
- ❖ Coffee maker and filters
- ❖ Salt/Pepper
- ❖ Gas grill w/ back up fuel tank
- ❖ Six person hot tub
- ❖ Foosball table
- ❖ Trash cans at parking deck
- ❖ Plates, glasses, most utensils, blender
- ❖ Washer and dryer
- ❖ Refrigerator with ice maker
- ❖ 3 king beds, 1 bunk bed (lower bunk is a full size bed), queen size fold out sofa (downstairs)
- ❖ 4 bedrooms and 3 full baths



**SailAway Lake House  
179 Narrows Dr.  
Waleska, GA 30183**

## **CHECK OUT LIST**

Please do the following before you leave:

- ❖ Leave thermostat at 80° in Summer OR 55° in Winter
- ❖ Turn off ice maker by switching bar up
- ❖ Put all trash into the trash cans on parking deck
- ❖ Lock sliding glass doors (2), all windows, and all doors
- ❖ Turn of the stove/oven
- ❖ Turn off gas grill
- ❖ Make sure no fire is present in the fireplace (please DO NOT pour water into the fireplace)
- ❖ Turn off all lights
- ❖ Put all dirty dishes in dishwasher and run dishwasher as you leave
- ❖ Take all items out of fridge
- ❖ Put all dirty linens in washer and run washer as you leave.

Thank you for choosing the SailAway Lake House.  
We hope you enjoyed your stay and come back soon!

## Activities within Lake Arrowhead:

- **Golf**
  - *18 hole award winning champion golf course. (5 holes along the lake, others in the foothills of the Smokey Mountains)*
  - *Golf fees are \$40 on weekdays, and \$50 on weekends (includes golf cart)*
- **Horse back riding**
- **Swimming Pool**
- **Tennis Courts**
- **Hiking**

## Day trips from Lake Arrowhead:

- [White Water](#)
- [Six Flags over Georgia](#)
- [Georgia Aquarium](#)
- [Stone Mountain Park](#)
- **Professional Sports** ([Braves](#) (baseball), [Falcons](#) (football), [Thrashers](#) (hockey), and [Hawks](#) (basketball))
- [Zoo Atlanta](#)
- [Tennessee Aquarium](#)
- [CNN Center](#)
- [World of Coke Museum](#)
- [Dahlonega Gold Mine](#)
- [Hang Gliding](#)

## Directions to the SailAway Lake House.

179 Narrows Drive  
 Waleska, Georgia 30183  
 404 474-2524 (Lake House number)



### MAPQuest Directions

	<b>Start</b> I-575 N / GA-5 N via the ramp on the LEFT toward CANTON.	15.2 miles
	Turn LEFT onto Riverstone Parkway W exit- EXIT 20- toward CANTON.	0.7 miles
	Turn Right onto Reinhardt College Parkway (good time to stop at Publix)	1.3 miles
	Turn RIGHT at dead-end onto GA-140	7.9 miles
	Turn LEFT onto LITTLE REFUGE RD. (Lake Arrowhead Sign)	1.3 miles
	Turn RIGHT onto LAKESIDE DR (Gate access required). (Bob Pendley's Cell phone number is 404 273-3604)	0.1 miles
	Turn RIGHT onto CHICKASAW DR which is Lake Arrowhead Drive.	1.9 miles
	Turn LEFT onto Lakewood DR.	0.2 miles
	Straight into "The Narrows"	0.3 miles
	End at 179 Narrows Drive	

## Verbal Directions

### Interstate 575 North

Turn left on exit 20 which is Riverstone Parkway

Right onto Reinhardt College Parkway just after Panda Express (Publix is just before Panda Express on the right if you want to stock up)

At the end of Reinhardt College Parkway you will take a right onto Highway 140

You'll be on this road for a while. Stay on 140 west through the light. (GA 5 splits off to the right).

Welcome to Waleska. Go straight through the 4-way Stop sign

Almost 1.9 miles later (from the 4-way stop) turn left, on Little Refuge Rd.- Lake Arrowhead.

1 and ½ miles on the **right** is the **Attended Gate** to Obtain Guest Pass (you can request a map of the community at the gate).

**0.2 miles** to the 1<sup>st</sup> stop sign – turn **right** on Chickasaw Drive  
Chickasaw Drive is Lake Arrowhead Drive.

**1.9 miles** later, turn left onto Lakewood Drive (Street sign is hard to see. Other signs are on the right of the road. If you pass the mailboxes and overlook you have gone one road to far.)

Stay to right 0.2 miles into THE NARROWs development

Once in the Narrows, keep to the left when the road forks

179 Narrows Dr. is on the left after the marina (there's a wooden fence on the parking pad)

# PICTURES!!



**Living Room**



**1 of the Bed Rooms (3 kings)**



**Bunk Beds**

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