

# RENTAL AGREEMENT

## WHITEPATH LODGE AND RESORT LLC

**PROPERTY:** Whitepath Lodge and Resort, 987 Shenandoa Drive, Ellijay, GA 30540

**OWNERS:** Eddie and Marta Guillen (706) 635-2000 Email: marta@whitepathlodgeandresort.com

**CONTACT INFO.:** Mailing Address: 987 Shenandoa Dr., Ellijay, GA 30540

**SUITES:** MAIN LODGE AND TOWNHOME SUITES MAXIMUM 6 GUESTS – 2 BEDROOM/2 FULL BATH'S

NO SMOKING AND NO PETS (exceptions must be approved in writing)

A Pet Deposit of \$250 per pet will be AUTHORIZED ONLY on your Credit Card as a Pet Deposit in addition to the Suite Security Deposit

Payment Method: MONEY ORDER PREFERRED! PERSONAL CHECK (FUNDS MUST CLEAR PRIOR TO CHECK IN) VISA, MASTERCARD, AMERICAN EXPRESS OR DISCOVER, AND ZELLE.

**CREDIT CARD – Complete the following: 3% CREDIT CARD SURCHARGE**

Full Name on Card→			
Number on Card→			
Expiration Date (mm/yy)→		CVV#	
Credit Card Billing Address→			
Card Issuing Bank→		Bank Phone Number→	
Driver's License Number→		Issuing State→	

**Tenant Information**

Name(s)→			
Address: →	Street Address:		
City:	State:	Zip Code:	
Telephone Number:	Email Address:		
Total Occupancy(circle) 1 2 3 4 5 6			
Check In Date:	Check Out Date:		

Please note: Check- In after 3pm Check – Out is NOON (12pm)

**\*\*\*\*A PHOTOCOPY of DRIVERS LICENSE MUST BE PROVIDED WITH THIS AGREEMENT! \*\*\*\***

**\*\*\*\*We DO NOT PROVIDE beach towels for those that are planning outdoor Water activities such as: Tubing, Rafting and Swimming. PLEASE bring your own Towels for outdoor use, TOWELS FROM SUITES CANNOT BE USED IN POOL AREA! CHARGES AGAINST DEPOSIT WILL BE MADE IF TOWELS ARE REMOVED FROM SUITES\*\*\*\***

**THANK YOU FOR YOUR COOPERATION and ENJOY YOUR STAY!**

- 50% Deposit Due (Confirms the Reservation) \$ \_\_\_\_\_
- Balance of Rent Due at least 30 days prior to Check-in: \$ \_\_\_\_\_
- 8% Gilmer County, GA – Lodging Tax \$ \_\_\_\_\_
- 7% Georgia State Sales Tax \$ \_\_\_\_\_
- \$5.00 Nightly Lodging Tax/Georgia DOR \$ \_\_\_\_\_

• **Security Deposit (1/2 of rental amount – MAX \$500.00) \$ \_\_\_\_\_**  
**(This amount is not Charged to your Credit Card unless damages have occurred)**

**Additional Pet Deposit of \$250 per Pet**

• TOTAL of above (Excluding Security and Pet Deposit) \$ \_\_\_\_\_

DATE: \_\_\_\_\_ TENANT/GUEST  
 SIGNATURE: \_\_\_\_\_  
 Printed name of  
 Tenant/Guest: \_\_\_\_\_

1. I (we) the undersigned tenant(s), renting the Suites located at 987 Shenandoa Drive, Ellijay, GA 30540 for personal use, agree to the following:
2. DEPOSIT: I(we) am/are responsible for full payment for the entire rental period and are at least 21 years of age. A 50% deposit of total rent due with the signed return of this agreement and a copy of my (our) driver’s license is/are needed to make a reservation. The Balance of rent is due no less than 30 days prior to rental start date. In the event of Last-Minute reservations, FULL PAYMENT is due within 48 hours. Certain exceptions may apply on a case-by-case basis. Payment must be made by cash, money order, or accepted credit card(s).
3. Reservation(s) is/are NOT CONFIRMED until signed Rental Agreement has been received and the DEPOSIT CLEARED.
4. Failure to make payments when due will result in the cancellation of this agreement.
5. CANCELATIONS:
  - If I (we) cancel the reservation more than 60 days before check-in, the deposit will be refunded.
  - If I (we) cancel the reservation less than 60 days before check-in, the deposit will be forfeited.
  - If I (we) cancel the reservation less than 30 days before check-in, all rent monies will be forfeited. Owners, at their Sole Discretion, may issue a CREDIT on a future booking to show good faith in understanding certain circumstances in the event of such cancellation.
6. If I (we) do not personally inspect the premises prior to signing of this agreement, I (we) agree to accept the rental property upon arrival, provided it meets the BASIC description and condition as listed on the rental website(s). In addition, I (we) agree that we will not be entitled to a refund or rent money, nor relocation to another property, and will have no claim or recourse against the Owners. The owner agrees that the property is in good, safe, clean and habitable condition upon arrival.
7. I (we), our guests and visitors agree there will be NO SMOKING and NO PETS during our stay, without written permission from the owner prior to our confirmed reservation and also agree there will be NO Loud noise or parties that would disturb neighbors. **I (we) agree that children must be supervised and not be left alone when using the pool or fireplace. They are solely intended to be controlled by an adult.**

That all listed previously will respect and maintain the premises in good order and appearance AND conduct themselves in a manner inoffensive to the neighbors.

8. I (we) our guests and visitors, also agree that any nonprescription drug use on the property, or any disturbance, annoyance, endanger, or inconvenience to the community and/or neighbors; or use the premises for any immoral or unlawful purposes, violate any law or ordinance or commit waste or nuisance on or about the premises or community will immediately terminate our occupancy and rental agreement without refunds.
9. Owner or owner's agent may enter subject premises immediately in the event of an emergency in order to perform necessary repairs and /or maintenance; and with 24 hours' notice, for normal maintenance or to show a prospective renter when premises are rented for more than 2 nights.
10. Occupancy is not to exceed 6 occupants when renting a suite. If more than the maximum number allowed is found to be staying overnight, I (we) agree that we are in default of this agreement and the owner can terminate this agreement due to false information and the security deposit will be forfeited.
11. A. Security Deposit: I (we) understand that I (we) are responsible for all damage breakage and/or loss to the premises. Normal wear and tear, obvious breakdown repairs and unavoidable circumstances are excluded. I (we) agree that all pipes, wiring, glass, plumbing, windows, household contents, etc., other equipment and fixtures will be in the same condition as the beginning of our stay. To ensure this, I (we) agree to have owner hold a security deposit (check or credit card number, but not charged or cashed) in the amount of ½ of total rent, not to exceed \$500. However, monthly rentals or longer will require a larger security deposit to be determined and agreed upon on a case-by-case basis.  
B. Cleaning Fee: A cleaning charge of \$150.00 will be collected upon final payment (no less than 30 days prior to start date).
12. The property is to be left in the same good, safe and habitable condition as was upon arrival. Any visible damage or existing notable conditions found must be reported to the owner immediately upon arrival. I (we) understand the premises will be inspected within 24 hours upon my arrival and departure.
13. I (we) agree to indemnify and save the owner and/or property manager harmless from all liability, loss or damage arising from nuisance, misuse or harm caused or suffered-injured on the premises by me (we), guests or invitees. Also from any carelessness, neglect, or improper conduct of any person entering, occupying, or visiting the premises.
14. The owner shall provide utilities, Smart TV ONLY, furniture, appliances, utensils, fixtures, linens and towels. There are no landline telephones in the Suite's, it is suggested that all tenants/guests use their cellular phones for any and all telephone calls. Our 911 Emergency address is: 987 Shenandoa Drive, Ellijay, GA 30540.
15. Trash: Prior to vacating, I (we) agree to remove and dispose of all trash and place inside dumpster downstairs located in the rear parking lot. A \$25.00 penalty will be assessed in the event the cleaning service has to dispose of any trash or recyclables left behind.
16. This agreement may not be assigned, or the premises sublet. It is to be used solely by the tenant and tenant's immediate party.

By signing this agreement, I (we) agree to the terms and conditions stated above, and to enjoy ourselves, relax and make wonderful memories!

DATE: \_\_\_\_\_

TENANT/GUEST SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

**We look forward to your visit. We know you will enjoy your stay.**

**If there are any special requests-needs, PLEASE let us know and we will make every attempt to accommodate.  
Our goal is to have you COMEBACK again and again!!**

**Eddie and Marta Guillen**

**(706)635-2000**

**marta@whitepathlodgeandresort.com**