

LEASE AGREEMENT

This indenture made _(see online booking date)

Witnesseth that:

PROPERTY OWNER

2870 Peachtree Rd. #303

Atlanta, GA 30305

Herein named LANDLORD

The Premises: _(see online reservation)

Hereby Leases to:_(see online reservation name)

Herein named TENANT

Arrival (check-in): _(see online reservation date), 4pm (check-in)

Departure (check-out): _(see online departure date)_ 11am (check-out)

Rental Amount: _\$(see online rental amount)_

Security Deposit: _\$(see online security deposit amount)_

Cleaning Fee: _\$(see online cleaning fee amount)

The parties agree to the following:

1. The LANDLORD, hereby notifies the TENANT, that _(to be named at check-in)_ is the caretaker, and is responsible for the care and maintenance of the Premises and should be notified immediately of any damage to the Premises and can be reached by telephone number Mobile _(to be conveyed to TENANT at check-in).

2. That the LANDLORD shall prepare the Premises for occupancy, and the TENANT shall maintain same in good order for the full term of this Lease, and vacate the Premises peaceably and quietly, leaving it in the condition in which occupancy was taken, the Premises to be left clean and ready for the next tenant to occupy. The TENANT is further responsible for all damages or breakage and /or loss to the Premises except normal wear and tear. TENANT will check-in via key lock box or other mean designated by LANDLORD. HOLDING OVER: In the event TENANT fails to vacate the Premises on the date and by the time of Check-Out, TENANT shall pay the greater of \$2,500 per day, or double the Rental Amount per day per the LEASE. This shall not limit TENANT'S liability to LANDLORD for additional damages for failure to timely vacate.

3. The TENANT agrees to pay a security/utility/damage deposit to be held by the LANDLORD. This deposit is not to be considered prepaid rent, nor shall damages or claims (if any) be limited to the amount of this deposit. This deposit will be used also to pay for long distance telephone calls, cable TV extra charges by TENANT, extra cleaning if required, and any and all damage or modifications to the Premises caused by TENANT.

All of the following are strictly prohibited on or near the Premises and constitute a violation of the terms and conditions of this Lease and will result in an immediate eviction and total loss of the Security Deposit:

- a. eating or drinking anything (other than water) in any room of the home other than the kitchen, breakfast room, dining room or outside porches/patios
 - b. allowing any animal onto or into the Premises – unless a pre-approved Dog by LANDLORD in writing, pet fee and pet deposit paid to LANDLORD in full
 - c. smoking of any substance, or the use of any candle or open flame
 - d. permitting the presence or consumption of any illegal substance
 - e. cooking anything containing curry or any other substance that causes lasting odors in the home
 - f. cooking on the cook top without using the overhead vent system
 - g. permitting more people inside the home than booked on the reservation
 - h. allowing anyone to sleep in the home that is not identified prior to arrival
 - i. leaving wet towels on the carpet, rugs or furniture
 - j. re-arranging or moving furniture
 - k. leaving any window or door open while (i) it's raining outside, and/or (ii) air conditioning or heat is turned on
 - l. failing to provide LANDLORD 48-hours prior to arrival (check-in) a copy of a valid driver's license of adult responsible for rental
 - m. placing anything HOT on the kitchen counter tops or other furnishings
 - n. using any carpet or upholstery cleaner on any fabrics or rugs
4. That the TENANT agrees to allow LANDLORD or LANDLORD'S agent, upon 24 hour notice to show the Premises should the property be listed for sale. Upon receipt of said notice to show, TENANT shall allow LANDLORD'S housekeepers to clean the PREMISES 4-hours prior to the showing, and TENANT agrees to vacate the Premises for 1-hour for LANDLORD to show the PREMISES. TENANT agrees to allow LANDLORD or LANDLORD'S agent to inspect the Premises; to make repairs and improvements to the Premises, and to protect the Premises if it appears that said Premises have been abandoned by the TENANT.
5. That the TENANT shall not sublet the leased Premises, nor any part thereof
6. That all personal property of the TENANT brought onto the Premises shall be at the sole risk of the TENANT.
7. LANDLORD will not be responsible for any damages to any personal property on the Premises. Should a substantial portion of the Premises be damaged by fire or other casualty, LANDLORD may elect to terminate this Lease. When such fire, casualty or other taking renders the Premises or any part thereof unfit for use and occupancy, a just and proportionate abatement of rent shall be made. In any event that any part of the Premises becomes unfit for use and occupancy, TENANT'S sole remedy shall be a refund of the rental amount paid to Landlord for the period of time during the Lease period in which the Premises is unfit. Further, LANDLORD may, at LANDLORD'S sole discretion, terminate this entire LEASE for any reasonable cause, including, but not limited to, a sale or prospective sale of the Premises or any need to repair the Premises or a portion thereof. In the event of such LANDLORD termination, TENANT'S sole remedy shall be a refund of the rental amount paid to Landlord.

8. Once any portion of the Rental Amount is paid, said portion shall not be refundable, except for LANDLORD'S termination pursuant to #7 above. TENANT, at TENANT'S sole discretion, may choose to purchase trip insurance. LANDLORD makes no warranties as to whether or not trip insurance is available.

9. LANDLORD or LANDLORD'S caretaker shall inspect the premises promptly after the rental period and refund the balance of the deposit within 30-days if everything is in order, and all outstanding bills have been paid.

"AS IS" "WHERE IS"

TENANT, in consideration for the use of the Premises, the receipt of which is hereby acknowledged, voluntarily and knowingly, upon booking this reservation, electronically agreed to this Release and Indemnification Agreement ("Agreement") with the express intention of effecting a complete and total release and indemnification of LANDLORD (including its Managers, Members, subsidiaries, affiliates, relatives, agents, servants, employees, and assigns), as "LANDLORD" as well as effecting other covenants and warranties as follows:

1. Warranties and Acknowledgment: TENANT, as inducement to LANDLORD to enter into the Agreement, expressly makes the following warranties and acknowledgments and states that:

a. The Premises is not new and neither LANDLORD nor LANDLORD'S agent warrant any deficiencies, malfunctions or mechanical components of the appliances, heating and air, water heater, structures, improvements or land, including but not limited to plumbing, electrical, sewage disposal system, water supply drainage or moisture conditions, foundations, roof or damage by pest or other organisms.

b. TENANT agrees to indemnify, defend and hold harmless the LANDLORD and Agent for any liabilities, theft, damage, injuries, cost or expense whatsoever arising from or related to any claim or litigation that may arise of or in connection with TENANT'S use and occupancy of the Premises.

c. If TENANT is executing this release on behalf of any minor children, that TENANT is the parent or guardian of the minor(s), with full authority to supervise the child(ren) and bind them to this Agreement.

d. Assumption of all risks. TENANT fully understands and acknowledges that there exists certain inherent dangers and risks of damage or serious bodily injury, including death, associated with the Premises, including, but not limited to, cars, water, water sports, boats and marinas. The occupancy by TENANT and use will be exercised with due care by TENANT. TENANT hereby releases from all liability the LANDLORD for any loss, or damages resulting there from, on account of injury to participants, person or property, even injury resulting in death.

2. Covenants. TENANT as further inducement into this Agreement, expressly agrees and covenants that TENANT, and if applicable, TENANT'S child(ren) shall be their only person/people allowed to occupy the Premises and that TENANT and, if applicable, TENANT'S children shall occupy the Premises, with due care, and only for its intended proper use and purpose.

3. Release, Indemnification, and Waiver. TENANT, as further inducement to LANDLORD to enter into the Agreement, expressly agrees that:

a. TENANT, with the intention of binding himself or herself, legal representatives, heirs, assigns, as well as any minor children, hereby indemnifies and defends LANDLORD from all claims or demands of injury, loss, or damage of any kind, whether in contract or tort, lay or equity, fixed or unfixed, matured or unmatured, liquidated or unliquidated, arising out of this Agreement. TENANT hereby expressly, knowingly and voluntarily agrees that this release shall be applicable and binding if TENANT or, if applicable, TENANT'S child(ren) suffers injury, loss, or damage resulting from LANDLORD'S NEGLIGENCE or FAULT.

TENANT further agrees that TENANT is barred, on his or her own behalf and on behalf of those claiming through or under TENANT, from bringing any claim or demand against LANDLORD for any injury, loss, or damage referenced in this paragraph or any other;

b. TENANT further expressly agrees to defend LANDLORD against and assume and bear full responsibility for all injury, loss, or damage arising out of TENANT'S and, if applicable, TENANT'S child(ren)'s occupancy of the Premises. TENANT hereby expressly, knowingly, and voluntarily agrees to indemnify, defend and hold LANDLORD harmless for any and all liability for such injury, loss, or damage REGARDLESS of whether the injury, loss, or damage results from LANDLORD'S NEGLIGENCE OR FAULT; unless LANDLORD has committed gross and willful negligence.

d. TENANT further expressly agrees that this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Massachusetts and that if any portion of this Agreement is held invalid, that the remaining portions shall, notwithstanding, continue in full legal force and effect. The venue for any action arising out of this Agreement shall only be in North Carolina; and

e. TENANT further expressly agrees and acknowledges that TENANT has carefully read this Agreement, knows of its contents and understands it.