



Rental Agreement and Instructions

Rental Condo Rules:

1. **SMOKING**- is allowed **outside only**. Please pick up all butts and use ashtray.
2. **VISITORS** - People other than those in the guest party set forth in your reservation may not stay overnight in the property. Any other persons in the property and their actions are the sole responsibility of the registered guest.
3. The condo unit is privately owned; the owner is not responsible for any accidents, injuries, or illness that occurs while on the premises or its facilities. The Homeowners are not responsible for the loss of personal belongings or valuables of the guest. By accepting this reservation, it is agreed that all guests are expressly assuming the risk of any harm arising from their use of the premises or others whom they invite to use the premises.
4. **PETS are NOT allowed**. We are highly allergic! **IMPORTANT: IF YOU HAVE A PET AND IT IS NOT APPROVED ON THE RESERVATION, THE UNAUTHORIZED OCCUPANCY OF PETS WILL RESULT IN IMMEDIATE EVICTION AND LOSS OF ALL RENTS AND SECURITY DEPOSITS!**
5. **FURNISHINGS** - Keep the property and all furnishings in good order. Do not rearrange or abuse furniture or other fixtures. Furnishings are subject to change without notice. Under no circumstances are furniture, bedding, mattress pads, utensils or any other property supplied with the rental property to be taken out or transferred from one property to another (will result in a charge against Guest(s) security deposit). Moving of furniture is prohibited; any evidence of such will result in a charge against Guest(s) security deposit. Loss of these items, as well as damage to the property or furnishings in excess of normal wear will be charged to Guest(s), the renter. Certain areas in each rental property are locked for the OWNERS personal storage and are not included in this rental.
6. **APPLIANCES** - Only use appliances for their intended use.
7. **FIREPLACE** - The fireplace should not be used from the end of April - October. **No other open flames are allowed in the condo.** (candles, lighters, incense)
8. **LINEN** - A basic supply of linen is provided in each property. Bed linen and bath towels are not changed during your stay.
9. **VIDEO CAMERA DISCLOSURE** – For security, the area between the front of the condo and the street is on camera. There is one camera near the front steps viewing towards the street. There are no other cameras inside the property.



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10. **ALCOHOLIC BEVERAGES** - No drinking of alcoholic beverages by persons under the legal age of twenty-one (21) is allowed. Should a Guest(s) or guest of Guest(s) be arrested for underage drinking at the rental unit property or should Owner(s) observe a Guest(s) or guest of Guest(s) under the age of 21 drinking alcoholic beverages, this rental agreement may be terminated and the Guests evicted at the option of the Owner(s). Illegal drug use is strictly prohibited. Kegs are not permitted on the property.
11. **CLEANING REQUIREMENTS** – Guest(s) are required to leave the property in the same general condition it was upon arrival. Dishes should be cleaned and put away but beds do not need to be made. Agent(s) will dust, vacuum, sanitize, and clean all towels and linens upon your departure. If additional cleaning is required, appropriate charges will be deducted from your security deposit. Guest(s) is responsible for any damage, abuse, excessive cleanup requirements, or loss caused by any member of Guest(s) party to the property or its contents during your occupancy. Inspectors walk through each property after checkout to ensure the property is left in good order. Owners(s) will make that final determination of the necessity of any charges.
12. **REPAIRS ~ SERVICE CALLS~ REFUNDS** - Owner(s) cannot guarantee against mechanical failure of heating, air conditioning, Hot Tubs, TVs, Satellite Receivers, VCRs, DVDs or other appliances. Please report any inoperative equipment to us immediately. Owner(s) will make every reasonable effort to have repairs done quickly and efficiently. Should a repairperson make a call to a unit and find that the equipment is in working order and the problem was due to the Guest(s) oversight or neglect, the charge for service will be the Guest(s) responsibility. No refunds or rent reductions will be made due to failure of appliances or equipment. All maintenance requests must be reported to the owner(s) between 9 AM and 4 PM (Owner(s) Emergency Repairs re: HEAT, AIR OR LIGHTS, CALL US 24/7, ALL OTHER REPAIRS SUCH AS HOT TUB, FIREPLACES REPORT TO US DURING NORMAL BUSINESS HOURS. PLEASE do not put off notifying us immediately as it could hinder us getting the repair done quickly! Guest(s) understands and agrees that Owner(s) and Technicians may enter the rental property at any time for the purpose of making needed repairs. Please keep in mind that the property has been reserved and held for you and that others may have been turned away. Refunds or rate adjustments are not made for any inconvenience due to construction, road repair, etc. Please DO NOT ask for refunds. ~ No refunds for early departures (less days than reserved) ~ No refunds will be given for delayed arrival ~ No refunds for reducing the number of nights reserved with less than 14 days notice ~ No refunds or reschedules due to inclement weather.
13. **SATELLITE/CABLE TELEVISION** - Owner(s) does not guarantee any programs, events or reception, Guest(s) liable for ordering any pay per view, programming charge plus an additional \$5.00 charge per program or event will be deducted from your security deposit.



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14. **WEATHER** - If there is inclement weather, no refunds will be given for storms unless roads are declared impassable by state and local authorities. We do not refund due to other lesser road conditions. Mountain roads can be curvy and steep. Gravel drives are well maintained; however, note that mountain roads can be very hazardous so take the utmost care while driving.
15. **ACTS OF GOD** - Neither Owner nor Agent(s) shall be liable for events beyond their control which may interfere with Guest(s) occupancy, including but not limited to Acts of God, acts of governmental agencies, fire, strikes, war, terrorism, inclement weather and construction noise from nearby sites. NO REBATE OR REFUND will be offered in these circumstances.
16. **RIGHT OF ENTRY** - Guest(s) agree that the Owner(s) and their Agent(s) reserves the right to enter the rental property anytime to investigate disturbances, check occupancy, check for damage, to make such repairs, alterations or improvements thereto.
17. **HOUSE PARTIES** - ARE NOT ALLOWED! Rental Guest understands that Owner(s) will accept families, married couples, and responsible adults over the age of 24 ONLY. Guest(s) agree that more than the number of people stated on the lease shall not occupy the premises. If the unit is occupied by more than the number of people stated, it will result in loss of total rent, security deposit and/or additional charge to credit card. Occupancy in use of premises shall not be such as to disturb or offend neighbors. The use of firearms or fireworks is strictly prohibited. Guest(s) certify that they have read carefully the limitations placed on the number of persons permitted to occupy the premises, and agree to abide by such limitations: if not, Guest(s) will be asked to vacate the property which will result in loss of total rental and security deposits with no refund.
18. **EXPEDITED EVICTION** - A material breach of this Agreement by Guest(s), which, in the sole determination of the Owner(s), results in damage to the Premises, personal injury to Guest(s) or others, a breach of the peace, a nuisance to others, or a violation of criminal law or local code, shall be grounds for termination of Guest(s) tenancy. Violation of any of the rules contained herein will result in IMMEDIATE EVICTION and forfeiture of rent and security deposit. If the tenancy created hereunder is for 30 days or less, the expedited eviction procedures set forth in the Vacation Rental Act will apply. Guest(s) may be evicted under such procedures if Guest(s): (i) hold over in possession after Guest(s) tenancy has expired; (ii) commit a material breach of any provision of this Agreement that according to its terms would result in the termination of Guest(s) tenancy; (iii) fail to pay rent as required by this Agreement, or (iv) have obtained possession of the Premises by fraud or misrepresentation. Any reservation made under false pretenses will result in forfeiture of advance payments and the party will not be permitted to check-in.



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19. **INDEMNIFICATION AND HOLD HARMLESS** – Guest(s) agree to indemnify and save harmless the Owner(s) and Agent(s) for any liabilities, theft, damage, cost or expense whatsoever arising from or related to any claim or litigation which may arise out of or in connection with Guest(s) use and occupancy of the rental property including but not limited to any claim or liability for personal injury or damage or theft of property which is made, incurred or sustained by Guest(s). The terms “Agent(s)” and “Owner(s)” as used in this Agreement shall include their heirs, successors in interest, assigns, employees, agents, and representatives where the context requires or permits. The terms “Guest(s),” “You,” and “Your” as used in this Agreement shall include Guest(s) heirs, successors, assigns, guests, invitees, representatives and other persons on the rental property during Guest(s) occupancy (without regard to whether such persons have authority under this Agreement to be upon the rental property), where the context requires or permits.
20. **DISPUTES** - This Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia, and shall be treated as though it were executed in the County of White, State of Georgia. Any action relating to this Agreement shall be instituted and prosecuted only in the White County Superior Court, Georgia. Guest(s) specifically consent to such jurisdiction and to extraterritorial service of process.
21. **VIOLATING AGREEMENT** - If Guest(s) violates any of the conditions of this Agreement; Owner(s) or Agent(s) may terminate this Agreement and enter Premises. Upon notice of termination of this Agreement, Guest(s) shall vacate the Premises immediately and forfeit all rents and security deposits.
22. **PHONE CALLS** - Guests agree to make all long distance calls with a calling card. If Guest(s) charges long distance phone calls to Owner's phone, Guest(s) will be liable for said charges Plus an administration fee of \$5.
23. **CREDIT CARD** - I am providing my credit card number as a guarantee. I agree to pay all rent and/or any outstanding long distance phone charges, accept all terms of the lease agreement and accept all liability for any damage beyond normal wear and tear during the term of my lease with this Condo If I fail to do so I understand that these costs will be charged to my credit card and all credit card sales are final! Person making a booking must use their credit card or their spouses credit card, we do not accept any other persons credit card that is NOT on the Lease.
24. **DAS TULIP RESERVES THE RIGHT TO REFUSE SERVICE TO ANYONE** - All rental properties are leased without regard to race, color, religion, sex, national origin or handicap. Due to liability issues, we are unable to provide prospective renters with keys to preview properties.



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25. **CHECK OUT PROCEDURES** - The following items must be complied with before check out or Guest(s) shall forfeit his/her security deposit:

- a. **ALL Appliances:** Make sure all small appliances are turned off. (coffee pot, TV's, toaster, iron, Etc....)
- b. **Lights and Thermostat:** Please make sure all lights are turned off. Remember to close all blinds and/or windows. Lock all exterior doors. The thermostat will adjust automatically upon your departure.
- c. **Dishes:** Run the dishwasher to ensure all the dishes that were used are clean and ready to put away. The stove/oven shall be left in a clean condition.
- d. **Food:** All food must be removed from the condo at check out. Health code prohibits us from sharing opened supplies between stays. Refrigerator should be left clean and free of food.
- e. **Trash Service:** Please place all trash inside of garbage bags and place bags within the exterior dumpster next to the condo for collection after your stay. The trash service runs every Tuesday so make sure to close your bags well to help us keep the critters out of the cans and odors down to a minimum.
- f. **Linens:** Please place all soiled bed linens on top of the beds that were used and all soiled towels and wash rags in the tub in the bathroom.
- g. **Fireplace (if used):** Please make sure it is switched to OFF for your departure. Leave switched to OFF from April – October.
- h. **Gas cooking Grill:** Propane tank should be shut off, grill brushed clean from your cooking and cover replaced once cooled.
- i. Windows and doors must be left closed and locked and all lights turned off.
- j. All litter, cigarette butts must be picked up from the porches, front and back, and placed in your trash and removed from the property.
- k. Property should be left neat and in order (same condition it was when Guest(s) arrived).



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**PLEASE READ, SIGN, COPY, ADD YOUR PHOTO ID AND RETURN THIS PAGE OF THE CONTRACT WITHIN 3 DAYS OR YOUR RESERVATION WILL BE CANCELLED!
FAX 941-727-2741 or EMAIL to reservations@DasTulip.com PLEASE INCLUDE ALL ADDITIONAL GUESTS INFORMATION AND SIGN BELOW AFTER READING THIS AGREEMENT.**

By signing this, I have read and fully agree to all the above policies.

(Print Name)

(Print Name)

(Cardholder Signature)

(Das Tulip Representative)

(Additional Guest Signature)

(Date of your planned arrival)

PRINT NAMES OF ALL ADDITIONAL PERSONS OCCUPYING THIS PROPERTY:

ATTACH PHOTO OF CARDHOLDER'S GOVERNMENT ISSUED PHOTO ID BELOW

Include photocopy of
Primary Identification
HERE

Include photocopy of
Primary Identification
HERE



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Emergency or Service Contact:

911 or Sheriff's office 706-865-5177

Owners direct numbers:

Mindy Forbes 941-538-2443 or Lee Forbes 941-725-4258

Check in time: 3:00 pm

Check out time: 10:00 am

Keys: Our Condo is a smart house! We use remote management software to control access to the home. A push button combination for the door will be supplied to you prior to your arrival for use during your stay. **Your assigned combination will not work prior to check-in time and expires after checkout time. Please make travel arrangements to arrive and leave within your stay window.**

Wi-Fi: select DasTulip as the SSID to join in your Wi-Fi settings. No security password necessary!

Important Fireplace Usage

TO TURN ON APPLIANCE (see Fig. to right)

- Simply turn the timer knob on the wall to the right of the fireplace clockwise
- Flame will catch within 20 seconds

TO TURN OFF APPLIANCE

Turn the knob on the wall counter clockwise to the off position



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Directions: 26 Midway Street #104 Helen, GA 30454

➤ **From Atlanta, GA: Approximately 85 miles NE 1 1/2 hrs.**

- I-85 North • Go north to Gainesville Exit 113, which is Hwy 985/365. Go 42 miles continuing on Hwy 365 to Hwy 384. Turn left, go 16 miles to GA Hwy 75, turn right and go three miles into Helen.
- GA 400 North • Take 400 North until it ends. Continue ahead on GA Hwy 115. Go 5 miles to the traffic light. Turn right onto Hwy 115. Go 13 miles to Cleveland. At traffic light, turn left onto US 129 North. Go to the next traffic light and turn right on Hwy 75 North. 9 miles to Helen.

➤ **From Greenville, SC: Approximately 120 miles. 2 hrs.**

- I-85 South • Go south to Lavonia, GA. Exit 173 (Hwy 17, Helen, Toccoa). Travel west toward Toccoa and Clarkesville following Hwy 17 signs to Helen.

➤ **From Chattanooga, TN: Approximately 132 miles 3 hrs.**

- I-75 South • Go south on I-75 to Dalton, GA. Take Hwy 76 to Ellijay. From Ellijay continue south on Hwy 52 to Dahlonega. At Dahlonega, continue on 52/115 to Cleveland, GA. At first traffic light in Cleveland, turn left onto US 129 North. Go to the next traffic light and turn right on Hwy 75 North. 9 miles to Helen.

➤ **From Knoxville, TN: Approximately 166 miles – 4 hrs.**

- I-75 South • I-75 South to Cleveland, TN. Go east on Hwy 64 to junction of US 129 South. Take 129 for about 30 miles to junction of 75 Alternate. Continue on 75 Alternate for 9 miles to junction of 75 and then south one mile into Helen.

➤ **From Birmingham, AL Approximately 3 1/2 hrs.**

- I-20 East • Take I-20 East to Atlanta, then I-285 By-Pass north toward Chattanooga. Take GA 400 North to the end. Continue ahead on GA Hwy 115. Go 5 miles to the traffic light. Turn right onto Hwy 115. Go 13 miles to Cleveland. At traffic light, turn left onto US 129 North. Go to the next traffic light and turn right on Hwy 75 North. 9 miles to Helen.

➤ **From Florida**

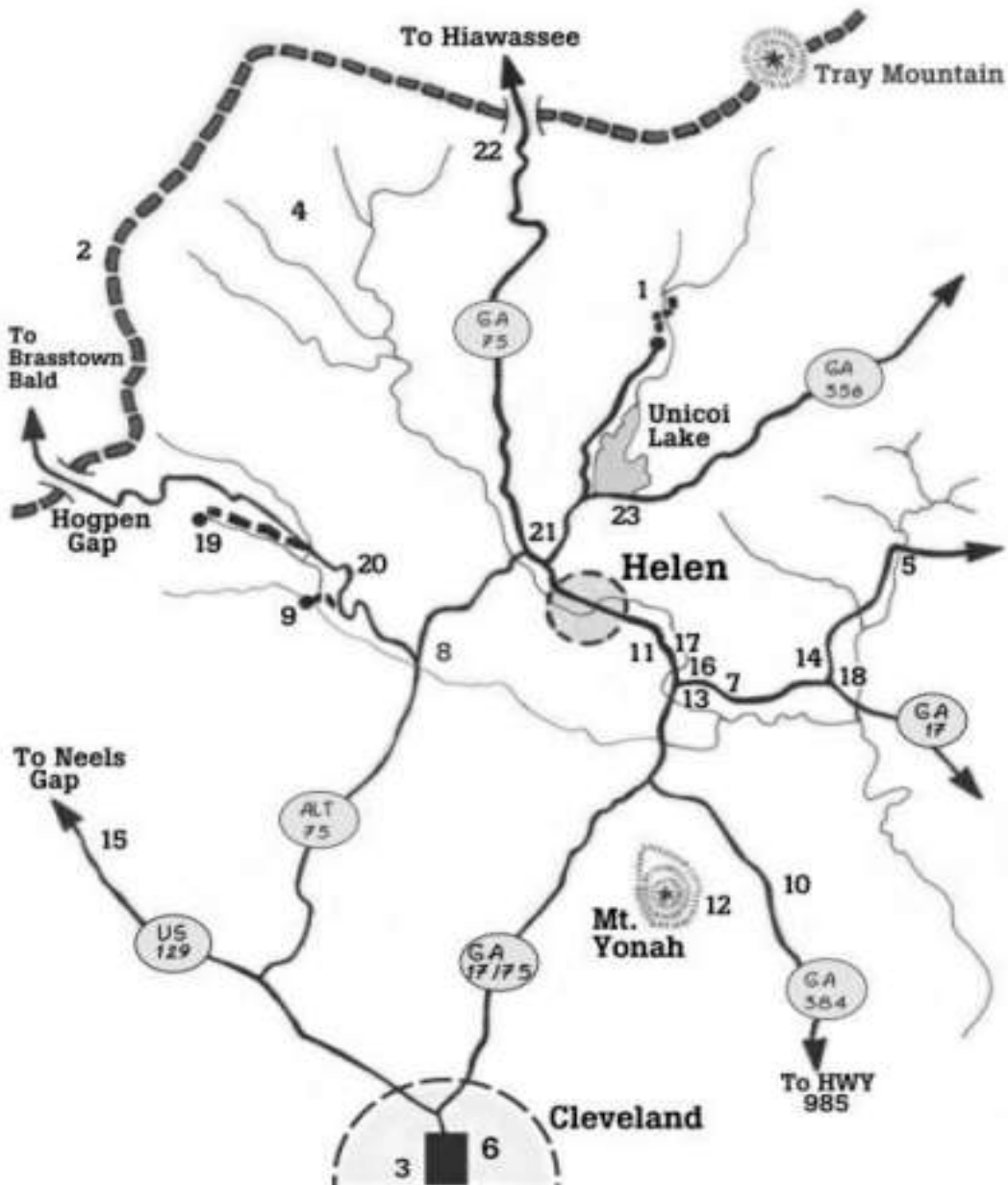
- I-75 to I-85 north
- See above from Atlanta.

Link to view Google MAP to Das Tulip:
<https://goo.gl/maps/LXW7dnwiZ792>



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Below is a Map of the General area where you will find many mountain activities and daytrips to explore while staying a Das Tulip!





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Thermostat Usage Guide



Our cabin uses the new Ecobee4 thermostat to control the air and heat pump on a schedule. It is very simple to adjust the temperature for your comfort is you wish to deviate from its set schedule for your stay. Simply hold your finger on the temperature slider on the right side of the screen and the set temperature will display. Drag your finger up or down to set your desired temperature and release. The main display will return showing the current temperature reading at the screens center and the new target temperature to the right. Upon the nighttime schedule change at 10pm, your custom setting will be updated back on schedule. Should you need it warmer or cooler please make an adjustment again which will carry through to the morning.

Link to watch on YouTube to see it in action:

<https://goo.gl/ZzecWR>

Common Questions

- **Why does it prompt me for a password?**

If you are trying to make adjustments and are prompted for an override password, take note that the system locks from selecting extreme settings to protect the equipment. Please make your temperature selections within normal reason of comfort and give the system time to reach your desired setting.

- **The Air shut off on its own. Why?**

The thermostat integrates with our complete smart home system. If you leave the doors open for more than **20 minutes** the system shuts off the A/C. To reset after shutoff, close all the doors and then select a temperature on the thermostat to activate the system.

If you still need assistance,

we can remotely operate the system for you or make changes. You can contact us directly at:

Mindy Forbes – (941) 538-2443

Lee Forbes – (941) 725-4258



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Upon Arrival

1. The air will be preset and runs on a timed schedule. Feel free to adjust the current temperature; the system will shut off automatically if windows and doors are left open.
2. **No open flames in the condo!** Candles, lighters, incense all are a **no** for inside the condo.

Departure Instructions

1. **ALL Appliances:** Make sure all small appliances are turned off. (coffee pot, TV's, toaster, iron, Etc....)
2. **Lights and Thermostat:** Please make sure all lights are turned off. Remember to close all blinds and/or windows. Lock all exterior doors. The thermostat will adjust automatically upon your departure.
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6. **Linens:** Please place all soiled bed linens on top of the beds that were used and all soiled towels and wash rags in the tub in the bathroom.
7. **Fireplace (if used):** Please make sure it is switched to OFF for your departure. Leave switched to OFF from April – October.
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