



Incorporated 1927

Town of Lake Lure

P. O. Box 255 • Lake Lure, NC 28746-0255 • 828/625-9983 • FAX 828/625-8371

Minutes of the Regular meeting of the Board of Adjustment

**Tuesday, October 23, 2012
1:00 p.m.**

Chairman Webber called the meeting to order at 1:00 p.m.

ROLL CALL

Present: Stephen Webber, Chairman
Michael Gray, Seated Alternate
Lance Johnson, Seated Alternate
John Kilby
Patricia Maringer
Bob Cameron, Council Liaison

Also Present: Mike Egan, Community Development Attorney
Sheila Spicer, Zoning Administrator, Recording Secretary

Absent: Betty Johnson
Vicki Smith
Melvin Owensby, Alternate

APPROVAL OF THE AGENDA

Chairman Webber asked that a new item 4. Public Comment be added to the agenda as a permanent addition to allow audience members to speak on non-agenda items. He asked that all other agenda items be renumbered accordingly.

Mr. Gray made a motion to approve the agenda as amended. Ms. Maringer seconded the motion and all were in favor.

APPROVAL OF THE MINUTES

Chairman Webber pointed out that the minutes for the September 25, 2012 meeting regarding the training discussion references an attachment that was not included in the Board's packet. Ms. Spicer stated the attachment is the PowerPoint presentation she reviewed with the Board at that meeting. She asked if the Board wanted to postpone approving the minutes until the next meeting so they could review them with the

attachment. The Board agreed that it would not be necessary since they were familiar with the presentation and assured that it would be attached exactly as it was presented.

Mr. Johnson made a motion seconded by Ms. Maringer to approve the minutes of the September 25, 2012 meeting with the PowerPoint presentation as an attachment. The motion passed unanimously.

HEARINGS

(A) VROP-2012015, a vacation rental operating permit request from Charlotte Riddle to operate a residential vacation rental at 253 Sunset Cove Road, Lake Lure, North Carolina (Tax PIN 223818)

Ms. Spicer and Clement Riddle, property owner, were sworn in.

There were no conflicts of interest reported. Chairman Webber reported he spoke to Ron Morgan, Fire Chief, prior to the hearing regarding Mr. Morgan's recommendations during the development review committee meeting for the request. Mr. Riddle did not challenge any of the Board members seated.

Ms. Spicer presented an overview of the case. She stated Mr. and Ms. Riddle are requesting a vacation rental operating permit to operate a one-bedroom residential vacation rental in the R-1 Residential zoning district. She pointed out the property has an individual septic system, and water is provided by a private well. Ms. Spicer stated the application includes a parking plan, standard rental agreement, and verification that the property has been registered with the Rutherford County Tourism Development Authority; all of these items were included in the Board's meeting packet. She mentioned the Development Review Committee had reviewed the case on September 20, 2012, and the minutes to that meeting were also included in the Board's packet.

Chairman Webber stated Mr. Morgan confirmed during their conversation prior to the hearing that his recommendation regarding carbon monoxide detectors is only a recommendation and not a legal requirement.

Mr. Johnson questioned why the Rutherford County Tax property card for the property included in the Board's packet indicates the structure has no bedrooms. Ms. Spicer testified that she spoke to a representative from the Rutherford County Tax Office about that prior to the hearing. She stated the representative told her a previous owner had reported to the tax office there were no bedrooms in the home but, since the property taxes are not affected by the number of bedrooms, he would revise the property card to reflect the current owner's assertion that there is in fact one bedroom. Mr. Riddle confirmed there is one bedroom in the loft area of the structure.

Chairman Webber asked Mr. Riddle if the application presented is complete and correct. Mr. Riddle answered in the affirmative. Ms. Maringer pointed out that the application indicates Mr. Riddle is the 24/7 contact person but has a 45 minute drive to reach the

property. She recommended he make arrangements with someone closer to the property to respond to any issues that may arise while the property is rented. Mr. Riddle assured that he has local contractors he can call upon to handle any problems that may arise and renters can call 911 in the event of emergencies. Ms. Maringer asked if renters will have access to the lower level of the home. Mr. Riddle responded that the downstairs area is for the owner's use only and will be locked anytime the property is rented. Mr. Gray recommended the canvas canopy on the structure be raised to prevent injuries and suggested that Mr. Riddle attempt to deal with the gophers tunneling in the lakefront portion of the yard. Mr. Johnson asked if the loft bedroom has proper emergency egress. Mr. Riddle testified there are stairs leading to the loft inside the dwelling and a standard sized, double-hung window in the bedroom leading to the outside. Chairman Webber asked if there are any smoke detectors in the home; Mr. Riddle responded there is one smoke detector and assured he would keep it in good working condition and keep a maintenance log as recommended during the development review committee meeting.

There was no further testimony, so Chairman Webber closed the hearing.

During deliberations, the Board discussed at length whether or not to impose a condition that smoke detectors be installed in all levels of the home.

With regard to application number VROP-2012015 for a vacation rental operating permit to operate a residential vacation rental in the R-1 Residential zoning district, Mr. Johnson moved the Board to find that the application is complete and that the proposed use, if operated according to the application and any conditions attached hereto, meets the following standards: (1) it will not materially endanger the public health or safety; (2) it will not substantially injure the value of adjoining or abutting property; (3) it will meet all standards and requirements specified in the regulations of the Town; (4) it will be in harmony with the neighborhood character and in general conformity with applicable elements of the Comprehensive Plan; and (5) satisfactory provision and arrangement has been made for those matters specified in §92.046(D) of the Zoning Regulations of the Town of Lake Lure.

Accordingly, he further moved the Board to grant the requested vacation rental operating permit in accordance with and only to the extent represented in the application and plans. Mr. Gray seconded the motion.

Ms. Maringer moved to impose a condition that a smoke detector be installed in the lower level of the home and additional fire suppression in the form of a fire extinguisher be required in the main level. Mr. Gray seconded the motion. Mr. Gray, Mr. Johnson, and Ms. Maringer voted in favor of the condition; Chairman Webber and Mr. Kilby were opposed. After a brief recess, Chairman Webber ruled that the motion for the condition failed due to the lack of a super-majority vote.

Chairman Webber, Mr. Gray, Mr. Johnson, and Mr. Kilby voted in favor of the original motion to grant the request. Ms. Maringer was opposed.

Chairman Webber stated the application has been granted and mentioned to Mr. Riddle that the Board advises he install an additional smoke detector in the lower level of the home.

NEW BUSINESS

(A) Training Discussion

Mr. Kilby distributed documents he uses as an owner and operator of a residential vacation rental (RVR) and discussed the merits of each document. (See attached) Discussion regarding the documents and responsibilities of a RVR owner and operator ensued.

Chairman Webber reported that, for next month's training, Mr. Egan will discuss the legal aspects of RVRs.

OLD BUSINESS

None

ADJOURNMENT

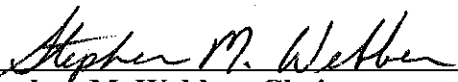
Mr. Gray made a motion seconded by Mr. Johnson to adjourn the meeting. All were in favor.

The meeting was adjourned at 2:03 p.m. The next regular meeting is scheduled for Tuesday, November 27, 2012 at 1:00 p.m.

ATTEST:



Sheila Spicer, Recording Secretary



Stephen M. Webber, Chairman

PLEASE SIGN AND RETURN

Rental Agreement
Stoneridge at Lake Lure, NC

This is a vacation rental agreement under the North Carolina Vacation Rental Act. The rights and obligations of the parties to this agreement are defined by law and include unique provisions permitting the disbursement of rent prior to tenancy and expedited eviction of tenants. Your signature on this agreement or payment of money or taking possession of the property after receipt of the agreement is evidence of your acceptance of the agreement and your intent to use this property for a vacation rental.

Return signed agreement and payment to:

John Kilby
164 Neighborly Dr.
Lake Lure, NC 28746

Arrive: _____ after 4pm
Depart: _____ before 10am

Please Print:

Guest Name: _____

Address _____

City _____ State _____ Zip _____

Phone _____ Cell _____

Email _____ Total number of guests _____

In consideration of the monies received and the mutual promises contained herein, the owner does hereby lease and rent to Tenant that certain property described herein under the following terms and conditions

1 Leases are made without respect to race, color, creed, religion, sex, national origin, handicap or familial status of any tenant.

2 **Reservations:** Once a reservation is taken by the owner, tenant must forward a signed agreement and make payments at times specified. Unless the agreement and all required payments are received by owner when due the reservation may be cancelled without further notice and subject to the terms of paragraph 8.

3 **Payment Policies:** All payments are due no less than twenty one (21) days prior to check-in. Weekly and daily rental rates quoted on owner's web site are for cash payments made in person or by mail. Payment can be made by money order, cashier's check, certified check, company check and personal check subject to the following conditions: No personal checks or company checks will be accepted at check-in and a \$25 service fee will be charged for all returned checks.

4 **Reservation Fee:** A fee of \$500 is charged on all tenancies and will convert

to your damage deposit upon receipt of full payment.

5 **Taxes:** A 6.75% North Carolina sales tax and a 5% Rutherford county occupancy tax are required on all rentals. **Taxes are subject to change.**

6 **Security Deposit:** Most tenancies require a security deposit. North Carolina law allows such security deposit to be up to twice the amount of the weekly rental rate. The deposit may be used by the owner for actual property damage, long distance phone calls, cable TV charges or other expenses caused by tenant and allowed by NCGS 42- 51. This deposit will be accounted for and refunded (less all deductions) within 30 days of your departure.

7 **Deposits:** All payments made by tenant will be deposited in a non-interest bearing escrow checking account. An amount not to exceed 50% of the total rental rate may be disbursed to the owner for expenses prior to occupancy. Fees owed to third parties to pay for goods, services or benefits procured for the benefit of the tenant, as well as the account will not be disbursed until: a) commencement of the tenancy; b) a material breach by the tenant may result in the \$500 reservation fee being disbursed prior to occupancy. All other funds remain in the checking account until a) legally disbursed, b) refunded to the tenant c) the termination the owner's interest in the property.

8 **Cancellations:** If a reservation is cancelled within 21 days of the reservation date and not re-rented for the cancelled period, all advance payments, except the security deposit will be forfeited. If the property is re-rented for the contract amount all money prepaid will be refunded except a \$100 cancellation fee. 'All cancellations or transfer requests by tenant must be in writing. If the property is re-rented for less than the contract amount, the refund will be further reduced by the difference between the contract amount and the amount actually received. A transfer from the property to another will be considered a cancellation and subject to the guidelines outlined above. Transfers made from one week to another available week in this property are allowed without forfeiture subject to owner approval.

9 **Transfer of Property:** (a) If the owner voluntarily transfers the property, tenant has the right to enforce the agreement against the grantee of the property if tenant's occupancy under this agreement is to end 180 days or less after grantee/s interest in the property is recorded. If the tenant's occupancy is to end more than 180 days after such recordation, tenant has no right to enforce the terms of this agreement unless the grantee agrees in writing to honor this agreement. If the grantee does not honor this agreement, tenant is entitled to a refund of all advance rent paid by tenant. Within 20 days after transfer of the property the grantee or grantee's new agent/owner is required to: (I) notify tenant in writing of the transfer of the property, the grantee's name and address and the date the grantee's interest was recorded; and (II) advise tenant whether tenant has the right to occupy the property subject to the terms of this agreement or receive a refund of any payments made by tenant. (b) Upon termination of the owner's interest in the property, whether by sale, agreement, death, appointment of a receiver, or otherwise, the owner or owner's agent is required to transfer all advance rent paid

by tenant to the owner's successor-in-interest within 30 days, and notify tenant by mail of such transfer and of the transferee's name and address. However, if tenant's occupancy under this agreement is to end more than 180 days after recordation of the interest of the owner's successor-in interest in the property, and the successor-in-interest has not agreed to honor this agreement all advance rent paid by tenant must be transferred to tenant within 30 days.

10 Other: Non-availability of property: In the event that the owner is unable to deliver the property to tenant at check-in because of fire, eminent domain, act of nature, double booking, delay in construction or any other reason whatsoever except as specified in paragraph 9 above, tenant's sole remedy as a result of any of these conditions is the full refund of all funds previously received from tenant. Tenant expressly acknowledges that in no event shall owner be responsible for any expenses incurred as a result of moving tenant.

11 Evacuations: There will be no refunds due to inclement weather, including hurricanes. If state or local authorities order a mandatory evacuation of an area that includes the residential property subject to this vacation rental, the tenant shall comply with the evacuation order. Upon compliance, any trip insurance that tenant may have retained on their own, shall be the sole compensation to the tenant for losses resulting from evacuation. The tenant will not be otherwise entitled to a refund.

12 Other Refunds: There will be NO REFUNDS unless at the time the tenant is to begin occupancy the property is unfit and uninhabitable. The malfunction of equipment will not automatically render the property unfit and uninhabitable. No amenities are guaranteed. Every effort will be made to ensure that all equipment is in working order. Please report any inoperative equipment to the owner promptly. Owner or owner's representative may enter property during reasonable hours to perform maintenance.

13 Equipment and furnishings: All properties are equipped with normal housekeeping items but tenant must furnish paper products, food and beverages and any other personal supplies. Owner has the right to change furnishings after developing the VRBO or other website brochure.

14 Check-in: Tenants must check-in after 4:00 pm. If you are unable to arrive between 4:00pm and 5:00pm please call for special instructions.

15 Check-out: On the day of departure the property must be vacated by 10:00 am. The keys and any other items given must be returned to the owner or owner's representative. The property should be left clean (please refer to the Welcome Letter). Failure to follow check-out procedure may result in a reduction of your security deposit refund.

16 Pets: Pets are not allowed in the house or on the property. Tenant understands that if it is determined a pet was brought to the property the security deposit will be forfeited and additional damage charges may apply.

17 Smoking: Smoking is not allowed inside the house. Tenant understands that if it is determined that smoking occurred within the house the security deposit will be forfeited.

18 Maximum occupancy: Tenant should not permit the property to be

occupied beyond the maximum occupancy of 12. North Carolina environmental health regulations indicate that generally, the maximum occupancy for a residential dwelling is two people per bedroom. Violation of this prohibition will result in eviction and forfeiture of all monies paid. No RVs or campers may be parked on the property for the purpose of extra sleeping capacity.

19 **No Groups:** Our house is not rented to groups. No sororities, fraternities, students, graduation groups, wedding groups, chaperoned groups or unchaperoned groups are allowed. If a group misrepresents itself to be a qualified tenant and reserves the property, this will have been a material breach of this lease. Owner reserves the right to refuse occupancy or have the property vacated without refunding any funds previously paid. Tenant is invited to consult with owner prior to signing this agreement to assure that it is a qualified tenant.

20 **Lake, Dock and Water Craft:** The tenant understands and agrees that the use of the lake for recreational purposes along with the dock and both power and non-powered boats pose certain dangers and risks of liability due to injury, property damage and drowning. See item number 25.

21 **Mountain Side Residence:** The tenant understands and agrees that the subject vacation home is situated on the side of a mountain with significant grade and elevation changes which pose certain inherent risks and hazards of slipping, falling, tripping etc. and due to said grade changes the property is not fully accessible to physically impaired individuals. The tenant assumes all responsibility for the safety and welfare for himself and all his guests due to the physical nature of the site. See item number 25.

22. **Other owner and tenant duties:** Pursuant to the NC Vacation Rental Act, owner shall: 1. Comply with all current applicable building and housing codes. 2. Make all repairs and do whatever is reasonably necessary to put and keep the property in a fit and habitable condition. 3. Keep all common areas of the property in safe condition. 4. Maintain in good and save working order and reasonably and promptly repair all electrical, plumbing, sanitary, heating, ventilation and other facilities and major appliances supplied by him or her upon written notification from the tenant that the repairs are needed. 5. Provide operable smoke detectors. The owner shall replace or repair the smoke detectors if the owner is notified by the tenant in writing that replacement of repair is needed. The owner shall annually place new batteries in a battery operated smoke detector, and the tenant shall replace the batteries as needed during the tenancy. Failure of the tenant to replace the batteries as needed shall be considered negligence on the part of the tenant. These duties shall not be waived; however, the owner and tenant may make additional covenants not inconsistent here within the vacation rental agreement. The tenant shall: 1. Keep that part of the property he or she occupies and uses as clean and safe as the conditions of the property permit and cause no unsafe or unsanitary conditions in the common areas and remainder of the property. 2. Dispose of all ashes, rubbish, garbage and other waste in a clean and safe manner. 3. Keep all plumbing fixtures in the property or used by the tenant clean as their condition permits. 4. Not deliberately or negligently destroy, deface, damage or remove any part of the property or render

inoperable the smoke detector provided by the owner or knowingly permit any person to do so. 5. Comply with all obligations imposed upon the tenant by current applicable building and housing codes. 6. Be responsible for all damage, defacement or removal of any of the property that is in his or her exclusive control unless the damage, defacement or removal was due to ordinary wear and tear, acts of the owner, defective products, acts of third parties not invitees of the tenant or natural forces. 7. Notify the owner of the need for replacement of repair to a smoke detector. Tenant agrees not to use property for any activity or purpose that violates any criminal law or governmental regulation. Tenant's breach of any duty contained in the paragraph shall be considered material and shall result in the termination of tenant's tenancy.

23. Acceptance of Policies: TENNANT ALSO AGREES TO COMPLY WITH THE POLICIES OF OWNER CONTAINED ON THE OWNER'S "WELCOME LETTER" AND THE TOWN OF LAKE LURE "VACATION RENTAL CONTRACT ADDENDUM" WHICH HAS BEEN READ BY TENANT AND IS INCORPORATED HEREIN BY REFERENCE TO THE EXTENT NOT INCONSISTENT WITH THE OTHER PROVISIONS OF THIS AGREEMENT.

24. Expedited Evictions: Any tenant who leases residential property subject to a vacation rental agreement for 30 days or less may be evicted and removed from the property in an expedited eviction proceeding if the tenant does one of the following: 1) Holds over possession after his or her tenancy has expired. 2) Has committed a material breach of the terms of the vacation rental agreement that, according to the terms of the agreement, results in the termination of his or her tenancy. 3) Fails to pay rent as required by the agreement. 4) Has obtained possession of the property by fraud or misrepresentation. 5) By his or his guest's actions, causes complaints by adjacent neighbors or neighbors in close proximity in the residential neighborhood in which the home exists or by town police, including but not limited to, trespassing, excessive noise or late evening noise, parking on Neighborly Drive or neighbor's property, lake or boating violations, improper containment of trash or garbage, use of fireworks, etc. Please remember, this home is in a single family residential neighborhood and our neighbors must be treated with respect and consideration.

25. Indemnification and Hold Harmless: Right of Entry; Assignment: Tenant agrees to indemnify and hold owner harmless to the extent allowed by law from and against any liability for personal injury or property damage sustained by any person (including tenant's guests). This provision is not intended to insulate owner from the obligation to comply with the duties imposed by the NC Vacation Rental Act and set forth in Page 4 of paragraph 22 above. Tenant agrees that the owner or their respective representatives may enter the property during reasonable hours to inspect the property, to make such repairs, alterations or improvements thereto as owner may deem appropriate or necessary pursuant to the NC Vacation Rental Act. Owner may make arrangements with other independent contractors for those purposes. Tenant shall not assign this agreement or sublet the property in whole or in part without owner's written permission.

26. **Applicable Law:** This agreement shall be governed by and construed in accordance with the laws of the State of North Carolina and in the event of a dispute any legal action may be maintained only in the county where the subject real property is located.

27. **Entire Agreement:** This agreement is the entire agreement among the parties with respect to the subject matter hereof and no representations or covenants whether oral or written have been made regarding the subject matter hereof except as provided herein.

28. **Severability:** Every provision of this agreement is intended to be severable and if any term or provision hereof shall be declared illegal, invalid or in conflict with North Carolina Law or the purposes of this agreement for any reason whatsoever or if the enforcement of any provision shall be waived, the validity of the remainder of this agreement shall not be affected thereby.

_____ Tenant Signature By signing this rental agreement I certify that I am over 25 years of age.	_____ Date	_____ Owner
------------------------------------------------------------------------------------------------------------	---------------	----------------

_____ Printed Name	<u>John E. Kilby, Owner</u> Printed Name
-----------------------	---------------------------------------------

Please list all occupants along with ages of those under 25.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

VACATION RENTAL CONTRACT ADDENDUM

Welcome to Lake Lure! We hope you have a wonderful experience here and will return to visit again in the future. Since you are staying in a vacation *home*, it is very likely that your neighbors will not be on vacation but will be living in their homes. Please be mindful of this and be sure to follow the golden rule as you make yourself feel at home in our mountain-lake community.

As a valued guest of our community, we want to bring some issues to your attention. First, be aware that the North Carolina Vacation Rental Act provides you with certain rights and protections. It's a good idea to familiarize yourself with its provisions. It's also a good practice to ensure that your landlord has sufficient commercial liability insurance to protect all parties during your use of the property.

Second, we would like to make you aware of a few local regulations designed to promote a safe and enjoyable experience for all.

VACATION RENTAL STANDARDS

- **Maximum Occupancy Limits** - The maximum overnight occupancy limit for this home is _____ persons.
- **Designated Parking Area** - Vehicles must be parked only in designated areas on the vacation rental property. Parking in the roadway blocking the flow of traffic and parking on neighbor's property without permission are prohibited. Contact your rental's property manager for offsite, overflow parking options.
- **Hotline Availability** - A rental support hotline has been established for use by guests and neighbors. The number for this property is _____. By law, this hotline must remain available for use 24 hours per day, 7 days a week.
- **Trash Disposal**. All household waste & trash must be placed in receptacles considered to be animal proof (e.g., durable with secured lids).

FIRE PROTECTION FOR YOUR SAFETY

- **Fire Extinguisher and Evacuation Plan** - This home is equipped with working fire extinguishers and a posted evacuation plan. Removing any of these from their designated location is prohibited. Avoid storing items so as to block hallways, doorways, steps, entrances and exits.
- **Small Outdoor Fires** - When an area burning ban is in effect, bonfires are prohibited. Contact your rental home's property manager for information on any burning bans. Outdoor fires are only permitted in a place and manner approved by the Fire Chief.

LAKE ACTIVITIES

- **Swimming** - Do not swim farther than 50 feet from shore unless accompanied by an observer in a boat.
- **Fishing** - A North Carolina fishing license is required and all state fishing regulations apply.
- **Boating** - If a boat is provided with this rental home, please ask for and review the pamphlet entitled "*Lake Regulations & Map*". If you wish to utilize your own boat on the lake, a permit is required and can be obtained at Town Hall or at the town marina.

PERSONAL CONDUCT

- **Trespassing** - Venturing onto a neighboring dock or pier, boat house or property without the owner's permission is prohibited.
- **Noise** - Unreasonably loud noise is prohibited throughout the Town. Please observe quiet hours after 10p.m. and be aware that sound carries very far over a still lake.
- **Unruly Behavior** - Behavior deemed disorderly and causing a disturbance to the public is prohibited. These regulations will be strictly enforced.

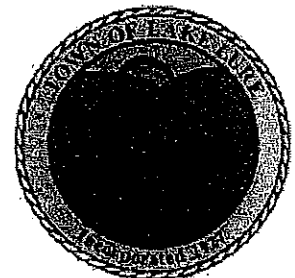
I / we acknowledge having read this contract addendum.

Signature of Renter

Date

Signature of Renter

Date



STONE RIDGE CHECK IN ITEMS TO COVER

GOLF CART: Golf cart can only be driven by an adult twenty one years old and older. Charger is under the deck beside the trash containers. I would suggest charging it each night. Please try to keep the cart out of the rain. Be extremely careful going down the hill to the lake.

PHONE NUMBERS/WIFI COMPUTER KEY: Phone contact numbers are listed on a tablet on the kitchen counter beside the sliding glass door going out onto the deck. On this tablet are telephone numbers that you might need. Also on this pad is the WIFI computer code for access to the internet. This number is also on the modem label on the table beside the front window. It is the number listed in brackets.

BBQ GRILL: The gas supply line is attached to the main propane gas tank behind the house. The shutoff valve is next to the floor to the left of the grill. When the handle is in the horizontal position the gas is off. The gas is on when the handle is in the vertical position, aligned with the pipe it is attached to.

ENTRANCE DOOR FROM DECK/DOOR LOCK: Because of the convenience, the door from the deck at the parking area is almost always used. The door knob and lock has a safety feature that you must know about. To lock the door, from either the outside or inside, you must lift up and hold the door handle while locking with the key from the outside or the lever on the inside.

GARBAGE CANS: Garbage pickup is done by the town on Monday morning. We would appreciate you pulling your can up to the edge of the parking deck, next to the rail, by 9:30 on Monday morning.

RECYCLE: We ask you to please help us in our recycling efforts. We recycle all glass/all colors, aluminum cans and number 1 and 2 plastic containers. The number can be found on the bottom of the plastic containers. Please rinse each item before putting them in the blue plastic bags. When placing the recycles in the blue containers they must be dumped out of the bags and put directly in the containers. If they are left in the bags and placed in the containers, the town will not pick them up. These items are picked up on Wednesday by the town. Please place your blue recycle containers (not the blue bags), at the edge of your parking deck next to the rail by 9:00 am.

PARKING OF YOUR CARS: Our rentals are regulated by the Town of Lake Lure by permit. Parking can be an issue. Cars are not allowed to be parked in the street. Your vehicles must be parked on the concrete parking pad and not in the street.

OUT SIDE LIGHTS/FLOOD LIGHTS: We ask you to please be considerate of the neighbors and make sure the outside flood and porch lights are turned off at night. This would include the boathouse lights as well.

CHECK IN ITEMS CONTINUED

HEAT AND AIR SYSTEMS: The house has three separate zoned units for heat and air. Each level has its separate thermostat to control the air on that level. Please help us conserve as much electricity as possible by setting the controls at a reasonable level. Please leave the ceiling fans in the high ceiling areas on at all times. Also please use the Plantation Blinds to limit the setting sun from coming into the house and adding to the heat issue.

OUTSIDE FIRES: Because of the nature of our neighborhood and for safety reasons we do not allow any outside fires to be burned.

OUTSIDE FLOWER POTS: If you would not mind we would appreciate you taking the time to put a little water on the outside flower pots both at the house and down at the lake level during your visit.

ENTERTAINMENT ITEMS: Board games and a DVD collection are located on the lower level in the den.

Invoice

Stoneridge at Lake Lure
145 Neighborly Drive
Lake Lure, NC 28746
VRBO # 284003

October 23, 2012

John Smith
227-352-1225

john.smith@aol.com

Checks should be made payable to John Kilby and mailed to 164 Neighborly Drive,
Lake Lure, NC 28746

Arrival: July 10, 2010

(check in time is 4:00pm)

Departure: July 17, 2010

(check out time is 10:00 am)

Number of people in party: _____ Adults and _____ Children

Rent

Pontoon rental

Subtotal

State & County sales tax (6.75%)

Rutherford County tourism tax (5%)

Total

Due 21 days prior to arrival

Plus Security / Damage Deposit \$500.00 (due now)

The deposit is refundable after departure according to the terms of the Rental Agreement.

The rent is due prior to June 19, 2010.

Thank you for selecting our house for your vacation. Kathy and I are looking forward to meeting you!

John Kilby
828-625-8186 Home
828-287-6828 Cell

Welcome to Lake Lure and Stone Ridge

The owners of Stone Ridge would like to welcome you to Lake Lure. We hope that your family and friends will enjoy your time spent here as much as we do living here each day.

Please take a minute to read over the following information and let us know if you have any questions. Please sign at the end of the form and return with your rental agreement.

Check in time is 4 PM.

PLEASE.....NO SMOKING & NO PETS!

Play it safe!

In case of an emergency dial 911. The address for this house for emergency personnel is: 145 Neighborly Drive, Lake Lure. The telephone number at the house is 828-625-9830.

Your safety is most important to us. Please remember that our house is located on a ridge. Please use extreme caution while going up and down the concrete path to the lake and boat house. NO DIVING! The water depth varies around our dock and there can be obstructions. You will note that other boaters sometimes come close to the boat house so you should swim no more than 50 feet from shore. Children under 13 are required by law to wear a lifejacket when they are in a boat. There are no exceptions to this rule. The Lake Lure Town Police and the North Carolina Wildlife officers will issue a citation which carries a fine of \$178 for this infraction.

Make sure you receive a copy of the Lake Lure Regulations pamphlet.

During your stay:

1. Please bag all trash and place it in the outside container with the lid closed. Raccoons love to raid the trashcans at night and can make quite a mess. The town picks up garbage on Monday mornings. If you would not mind we would appreciate you pulling the trash can up to the edge of the road by 10:30 am for pickup. This will help to not over fill the cans during the remainder of your stay. We will pick up trash on Saturday after your departure. If you need an additional trash pick up during the week please call John at 828-625-8186.
2. We are required to recycle certain items. All glass containers, plastic bottles, aluminum cans and steel cans must be rinsed completely and then placed in the trash can beside the sink with the blue bag. When this is full please dump the contents of the blue plastic bag into the blue recycle container on the shelf beside the outside garbage cans. Please do not leave the items in the plastic bag in the recycle container. Do not save any cardboard boxes or any paper items at all. These go in the regular garbage containers.
3. We have a number of plants that will not survive a week without water. Please water the flower boxes at the boat house and other plants as necessary.
4. Turn off the gas grill after use. Shut off valve is on the left side of the grill on the floor. The gas for the grill comes from the central tank behind the house.
5. If you have small children, please be aware that our home is not completely "child proof".

6. Please be considerate of our neighbors and observe reasonable quiet time. Your neighbors while you are renting our house are our neighbors and friends year round. Please do not leave outside lights on all night as this can be very intrusive. This especially applies to the outside flood lights. One switch controls all of them. The switch is on the wall at the top of the steps leading to the down stairs room.
7. The Club Car service cart is electric. Please make sure you plug the cart into the battery charger at night when not in use to keep the batteries fully charged.
8. Use caution when going up and down the pathway to the lake. The cart is not allowed to be driven on the street. Only licensed drivers may operate the service cart. Due to safety concerns children are not permitted to operate the cart. Violations of these guidelines will result in the loss of use of the service cart.
9. Our parking area can easily accommodate up to 4 cars without blocking anyone. All parked cars must have all four wheels on the concrete parking pad.
10. Fire extinguishers are located in the kitchen and in the boat.
11. The life ring at the boat house should only be used in case of an emergency.
12. The brown towels in the basket on the lower level are for use at the lake. Please do not take the towels from the bathrooms to use at the lake.
13. You are welcome to use any of the floats; life jackets etc. but please secure them when you are finished so they won't blow away.
14. Please always make sure the patio umbrella on the deck outside the family room is lowered when not in use. A sudden thunder storm with strong winds could destroy the umbrella.
15. A first aid kit is located in the kitchen pantry and there is also one on the pontoon boat.
16. Please use extreme caution while using the spiral staircase in the Great Room.
17. We would appreciate you helping us control our utility costs. Please do not have the windows and doors open to the outside when the heat or air conditioning is in use. During the hot summer months please close the Plantation Blinds in the afternoon when the sun is going down to keep some of the heat out of the great room.

Departure

Check out time is at 10AM. Please make sure you fill up the boat with gas on Friday evening before the marina closes. You will not be able to do this on Saturday morning as the marina does not open until 10:00 am. Check with the marina to find out what time they will close on Friday evening.

We do not like to charge a cleaning fee. Therefore we ask you and your guests to:

- 1 Place the master bedroom linens in the garden tub in the master suite bathroom. Place any used towels in the bath tub as well. Please do not remove any blankets from the beds. Please place one load of linens in the stack washer located in the master bedroom suite walk through closet.
- 2 Place all linens and used towels from the loft bedrooms in the bath tub in the master suite bathroom. Please do not remove any blankets from the beds.
- 3 Place one load of linens from the downstairs bedrooms in the washer in the laundry room and turn it on. Place all other used linens and towels from the downstairs in the floor of the laundry room. Please do not remove any blankets from the beds.

- 4 Place dirty dishes in the dishwasher and turn it on.
- 5 We ask you to enjoy our home while you are here and please leave it as tidy as you found it upon your arrival. Should you have a need, you will find a vacuum cleaner located in the loft closet and one in the laundry room.
- 6 You will find staple items in the pantry. Feel free to use whatever items you need but please replace them as necessary.
- 7 If you notice anything that will need our attention after you leave such as burned out light bulbs or any items needing repair, please either call us or leave us a note on the kitchen counter. If anything ever needs immediate attention, please call John's cell at 828-287-6828, Kathy's cell at 828-287-6828 or the Kilbys' house phone number which is 828-625-8186.

Thank you for choosing our lake house for your vacation. We know that you had many houses to choose from and are honored that you have selected Stone Ridge. If there is anything we can do to make our house more enjoyable for you please let us know. We live at the bottom of the driveway next to your parking area. If there is something that you need we will do our best to accommodate you. There is a guest book on the small side table in the great room on the main level. We hope you will sign it and leave your comments. You can also post comments on the VRBO website. If you enjoyed our house please tell others.

If you have any problems or complaints while you are here please let us know as soon as possible and we will do whatever we can to make it right.

Thanks again for choosing our lake house! We hope to see you again soon!

John and Kathy Kilby

Print Name _____

Signature _____

Date _____

Lake Lure NC Activities, Dining and Attractions Websites

Hickory Nut C of C	www.hickorynut.org
Town of Lake Lure	www.townoflakelure.com
Chimney Rock Village	www.rutherfordtourism.com/aboutus/chimney_rock.php
Chimney Rock Park	www.chimneyrockpark.com
Restaurants	www.thepointofview.com www.lakeluresmokehouse.com www.riverwatchdeli.com www.TheEsmeralda.com www.medinasvillagebistro.com www.lastradaatlakelure.com
Snow Tubing	www.moonshinemountain.com
Golf	www.rumblingbald.com
Rafting	www.greenriveradventures.com www.huckfinnrafting.com
Fishing Guides	www.lewisnoclark.com www.granddaddyflyfishing.com
Horseback Riding	www.riversideridingstables.com www.cedarcreekstables.com
Rock Climbing	www.boulderline.com www.foxmountainguides.com
Zip Line	www.canopyridgefarm.com www.boulderline.com
Water Skiing	www.LakeLureAdventureCenter.com
Gem Mine	www.chimneyrockgemmine.com www.broadrivergems.com
Biltmore House	www.biltmore.com
Asheville, NC	www.asheville.com
Hendersonville, NC	www.hendersonville.com
Rutherfordton, NC	www.kidsenses.com

STANDARD BOAT RENTAL AGREEMENT

John Kilby • Timothy Carswell • John Skudlarick
d/b/a Stone Ridge at Lake Lure

145 Neighborly Dr.
 Lake Lure, NC 28746
 (828) 287-6828

BETWEEN

LESSOR

AND LESSEE

Address

DATE

Name

City

State

Zip

Home Phone

Bus. Phone

Return Time

AM
PM

Promised Return Date

Actual Return Date

Promised Return Time

AM
PM

Actual Return Time

AM
PM

Auto Lic. No.

State

Driver's Lic. No.

State

Social Security No.

MAXIMUM NUMBER
 OF PERSONS
 ALLOWED IN BOAT

Craft (Make/Type)

Size

Serial Number

Motor (Make/Type)

HP

Serial Number

No. Life Jackets

CHARGES

PER

☐ DAY

☐ HALF DAY

HOURS @

TAX

TOTAL RENTAL

OVERTIME CHARGES

MISC. CHARGES (LIST)

TAX (If Applicable)

GRAND TOTAL

LESS CASH DEPOSIT

REFUND DUE LESSEE

AMOUNT DUE LESSOR

ADDITIONAL EQUIPMENT REQUESTED

☐ ANCHOR LINE

☐ GAS TANK(S)

☐

☐ CUSHIONS

☐ LIFE JACKETS

☐

☐ DOCK LINES

☐ OARS

☐

☐ FIRE EXTINGUISHERS

☐ ROD(S) & REEL(S)

☐

☐ FLARE KIT

☐

☐

Special Terms and/or Conditions (If Any)

READ BOTH SIDES OF THIS AGREEMENT BEFORE SIGNING THIS AGREEMENT

In consideration of the agreement herein, LESSOR does lease to the undersigned (hereafter referred to as the LESSEE) the craft and equipment described herein. LESSEE agrees said craft will not be occupied by a greater number of persons than is shown in this agreement. In the event the craft is not returned at time specified herein, said LESSEE agrees to pay for OVERTIME AT THE RATE POSTED IN THE OFFICE, WHICH LESSEE REPRESENTS TO HAVE READ AND UNDERSTOOD.

THE LESSEE CERTIFIES THAT HE/SHE HAS EXAMINED THE CRAFT AND EQUIPMENT AND FINDS IT ACCEPTABLE AND SUITABLE FOR THE PURPOSE FOR WHICH IT IS LEASED. THAT HE/SHE WILL OPERATE THE CRAFT IN ACCORDANCE WITH ALL SAFETY RULES AND REGULATIONS AS POSTED IN THIS OFFICE OR ON THE CRAFT, AND FURTHER CERTIFIES THAT HE/SHE HAS READ AND UNDERSTANDS SAID RULES AND REGULATIONS.

LESSEE AGREES TO REPORT ANY ACCIDENT, MALFUNCTION OR BREAKDOWN OF RENTAL CRAFT TO LESSOR IMMEDIATELY IN ACCORDANCE WITH PARAGRAPH SIX (6) ON THE REVERSE SIDE.

This is to certify that I (We), the LESSEE(S) am/are experienced and capable in all aspects of the handling and operation of a craft such as the one rented above.

I (WE) HAVE READ BOTH FRONT AND BACK OF THE AGREEMENT AND FULLY UNDERSTAND THE TERMS AND CONDITIONS AS SET FORTH ON BOTH SIDES; THAT I (WE) ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT.

PRINCIPAL LESSEE

LESSOR Stone Ridge at Lake Lure

X

Date

(I am of Legal Age)

By:

X

Date

(I am of Legal Age)

RECEIPT OF PAYMENT FOR RESERVATION

RECEIVED OF \$ to be applied on the rental of the craft and equipment described herein for period stated above. This deposit will be credited in full on the rental costs involved and/or reimbursement of articles damaged, broken or missing.

Date: By LESSOR

**EARLY RETURNS WILL
 NOT RESULT IN A REFUND.**

NORTH CAROLINA RENTAL AGREEMENT:
WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY

I. DISCLAIMER—CAUTION!! READ BEFORE SIGNING

A. This Rental Agreement: Waiver and Release of Liability, Assumption of Risk, and Indemnity ("Rental Agreement") is applicable to all renters, operators, passengers, supervisors, and users of equipment provided by John Kilby, Tim Carswell, John Skudlarick DBA Stone Ridge at Lake Lure. *(For purposes of this Rental Agreement, the term "Rental Company" includes all employees, agents, representatives, servants, assigns, successors, insurers and subsidiaries of John Kilby, Tim Carswell, John Skudlarick DBA Stone Ridge at Lake Lure. The undersigned agrees that he/she is also signing this Rental Agreement on behalf of any minor children for whom he/she is the parent, guardian, or otherwise responsible for care, custody or control. Renter agrees that he/she will disclose to Rental Company all potential operators, passengers, and users of said rental equipment. Renter further agrees that in the event that he/she fails to notify Rental Company of all potential operators, passengers, or users of said equipment, he/she will be personally liable for any damages to the undisclosed individuals, even if such damages arise out of the negligence or fault (excluding conduct worse than negligence such as gross negligence) of Rental Company.

B. You read, understand and agree to comply with North Carolina General Statutes 75A-16.2 (and, if this Rental Agreement concerns a personal watercraft, you have also reviewed 75A-13.3) and warrant that you and the undersigned persons are at least of the age and have the boating safety education required by law to operate the rented vessel.

C. You must possess at all times and, upon request of Rental Company and/or a law enforcement officer present a copy of this Agreement, proof of age and compliance with North Carolina General Statutes 75A-16.2 (and, if this Rental Agreement concerns a personal watercraft, compliance with 75A-13.3). You must always comply with all state and federal laws during this rental.

D. Rental Company has provided the undersigned with basic safety instruction (including, but not limited to, directions on how to safely operate the vessel rented and a review of the safety provisions of North Carolina General Statutes 75A-16.2 and 75A-13.3) prior to allowing any of the undersigned(s) to operate and/or board the leased vessel.

II. EXPRESS ASSUMPTION OF RISK—CAUTION!! READ BEFORE SIGNING

I acknowledge that the operation or use of a watercraft has inherent risks that may lead to bodily injury or death. I further understand that I am not bound or required to participate in any of the activities presented to me, but I have willingly and voluntarily decided to participate. I realize that I am free to refuse to participate in any or all activities including those I feel uncomfortable with or which I feel cannot be completed safely by me. I knowingly and voluntarily assume all risk of injury, illness, damage or loss, both known and unknown, associated with the rental, operation, or use of the watercraft or associated rental equipment, even if arising from the negligence, act or omission (excluding conduct worse than negligence such as gross negligence) of Rental Company, and assume full responsibility for my participation.

III. RELEASE / COVENANT NOT TO SUE—CAUTION!! READ BEFORE SIGNING

I hereby release and hold harmless Rental Company from all liability, claims, demands or causes of action for any injury, disability, death, or loss or damage to person or property sustained by me and/or any minor children for whom I am a parent, legal guardian, or otherwise responsible, whether caused by the negligence of Rental Company or otherwise. This includes any injury, disability, death, or loss or damage to person or property sustained as a result of a hidden, latent or obvious defect on the watercraft or any of the equipment used, or any failure to properly instruct, supervise or train. As part of the consideration for using the chartered equipment, I promise not to sue or make a claim against Rental Company for any damage or loss suffered as a result of my participation in the rental activities. It is the intent of this Rental Agreement to fully and completely release Rental Company from all claims, including claims for negligence (excluding claims for conduct worse than negligence such as gross negligence).

IV. INDEMNITY / LIABILITY TO THIRD PARTIES—CAUTION!! READ BEFORE SIGNING

I agree that I will defend, indemnify and hold harmless Rental Company for all personal injuries, property damages, or any other damages to any and all third parties, including, but not limited to, operators and passengers of other watercraft and minor children under the undersigned's custody, care, and control, as a result of any and all activities

related to the rental, operation, or use of equipment provided by Rental Company, even if such damages arise out of the negligence or fault of Rental Company.

INITIALS: (1) _____ (2) _____ (3) _____ (4) _____ (5) _____
(6) _____ (7) _____ (8) _____ (9) _____ (10) _____

****Initials certify that I have read and agree to all of the above terms, conditions and release of liability.**

V. GENERAL TERMS AND CONDITIONS

I certify that I have received adequate and proper safety and operational instruction for the equipment and watercraft from rented from Rental Company and I am capable in all aspects of the handling and operation of such equipment and watercraft and following all safety instructions. I agree not to use, nor permit the use of the equipment for (a) any unlawful purpose; (b) in a careless, reckless, or negligent manner; (c) while under the influence of alcohol and/or drugs; or (d) in violation of the safety instructions I received from Rental Company.

This Rental Agreement sets forth the entire agreement and understanding between the parties, and all previous discussions, understandings, representations, negotiations, and agreements with respect to the matters included in this Rental Agreement are merged herein. Additionally, the consideration recited herein is the full, complete and entire consideration for this Rental Agreement, and there is no further consideration to be paid by any party to any other party other than as recited herein.

If any provision or part of a provision of this Rental Agreement shall be determined to be void or unenforceable by a court of competent jurisdiction, the remainder of the Rental Agreement shall remain valid and enforceable by any party.

The parties agree that any litigation arising out of this agreement shall occur, if at all, in the United States District Court for the Eastern District of North Carolina; however, Rental Company (and only Rental Company) reserves the right to select any forum where the vessel or a vessel related to this rental agreement or any action arising out of it may be located. The parties agree that the general maritime and admiralty laws of the United States shall govern any dispute arising out of this agreement; to the extent the general maritime and admiralty laws of the United States are silent as to any particular issue arising out of this agreement, then the laws of the State of North Carolina shall apply to any such issue. In the event Rental Company prevails in any litigation or claim relating to the enforcement of the provisions contained herein, I agree to pay and indemnify Rental Company for its litigation expenses, including reasonable legal fees and court costs.

I expressly warrant and represent that before executing this Rental Agreement I have fully informed myself of the terms, conditions and effect of this Rental Agreement, and that I have relied solely on my own judgment in executing this document.

I have read the terms of this Rental Agreement, including the provisions regarding Assumption of Risk, Release and Covenant Not to Sue, and Indemnity, and I understand that I am giving up substantial rights in consideration for my use of Rental Company's watercraft and equipment. I enter into this Rental Agreement freely and voluntarily without any inducement. **CAUTION!!! READ ENTIRE TWO PAGES OF DOCUMENT BEFORE SIGNING. THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS AND RELEASES ALL LIABILITY AGAINST RENTAL COMPANY**

Signature below indicates that you have read this entire document and agree to its terms and conditions.

<u>Print Names:</u>	<u>Age</u>	<u>Signature or Guardian's Signature</u>	<u>Date</u>	<u>Evidence of Boating Safety Education</u>
---------------------	------------	------------------------------------------	-------------	---------------------------------------------

Renter:

1. _____	_____	(SEAL) _____	_____	_____
----------	-------	--------------	-------	-------

Operators/Passengers:

2. _____	_____	(SEAL) _____	_____	_____
----------	-------	--------------	-------	-------

3. _____	_____	(SEAL) _____	_____	_____
----------	-------	--------------	-------	-------

Direct and Accompanying Supervisor at least 18 years of age:

4. _____	_____	(SEAL) _____	_____	_____
----------	-------	--------------	-------	-------

KILBY, CARSWELL AND SKUDLARICK
DBA STONE RIDGE AT LAKE LURE
BOAT POLICY
RULES AND REGULATIONS

The permit for the boat included with this rental is a COMMERCIAL PERMIT. As such, the operation of this boat must be handled in strict accordance with the Town of Lake Lure Boating Regulations, a copy of which is attached.

PLEASE NOTE THAT:
RENTAL BOATS MAY NOT TOW SKIERS, TUBES OR WATER TOYS

Rental begins the day of your arrival. The owner will have the keys and will review the lake regulations and the safe operation of the boat as part of your check in procedure. The person designated as the driver and responsible party must be present to complete a short course and a review of all regulations.

Rental ends at check out. An appointment will be set during the check in for a check out time. The responsible person designated must be present for this final departure checkout. The boat is to be returned clean and with a full tank of gas.

The security deposit you have provided for the rental of Stone Ridge at Lake Lure will also be used to ensure performance of the Standard Boat Rental Agreement. A letter explaining any charges or deductions from you security deposit will be mailed to you within thirty days of your departure.

Gas—The boat will be full of gas upon your arrival. The lessee is responsible for leaving the boat with a full tank of gas at departure.

Equipment—All equipment on the boat must remain with the boat at all times. Life jackets or Personal Floation Devices, (PFD'S) for the maximum persons allowed are provided. ALL CHILDREN LESS THAN 13 YEARS OLD MUST WEAR AGE/SIZE APPROPRIATE U.S. COAST GUARD APPROVED PERSONAL FLOATATION DEVICES (LIFE JACKETS).

Repairs—Please do not attempt any repairs to the watercraft. If any part fails to function properly or a repair is needed please report the problem to John Kilby at 828-287-6828.

NO REFUNDS OR REBATES WILL BE GIVEN FOR INCLEMENT WEATER OR EARLY
RETURNS

**TOWN OF LAKE LURE REGULATIONS AS PERTAINS TO THE OPERATION OF
BOATS WITH VACATION RENTAL HOMES IS AS FOLLOWS AND IS STRICTLY
ENFORCED BY THE TOWN OF LAKE LURE**

- A. No water vessel shall be operated shoreward of markers designating restricted areas
- B. No water vessel shall be tied to any town owned public dock for longer than two and one half hours.
- C. No water vessel shall be operated at a speed greater than "NO WAKE" speed within 75 feet of the shoreline of Lake Lure.
- D. No water vessel shall operate at a speed greater than "NO WAKE" on areas of Lake Lure not regulated by (C) above when such areas are properly marked with a lawfully placed buoy or marker.
- E. No water vessel shall be tied to any lawfully placed buoy on the lake or shoreline of Lake Lure.
- F. All water vessels must be operated at "NO WAKE" speed from 7 p.m. to 7 a.m. during the months of October through April and 9 p.m. to 7 a.m. during the months of May through September.
- G. No person may operate a recreational vessel under way with any child under the 13 years old aboard unless each such child is wearing an appropriate personal flotation device (PDF) approved by the U.S. Coast Guard.
- H. It shall be unlawful for any person to operate a water vessel on Lake Lure in a reckless or negligent manner so as to endanger the life, limb or property of any person upon or near the lake.
- I. No person shall operate a water vessel while under the influence of an impairing substance or after having consumed sufficient alcohol that said person has an alcohol concentration of 0.08 or more.
- J. No person shall engage in motorized water vessel racing on Lake Lure.
- K. No person shall place, throw, deposit or discharge or cause to be placed, thrown, deposited or discharged on the waters of Lake Lure and litter, raw sewage, bottles, cans, papers or other liquid or solid materials which render the waters unsightly, noxious or otherwise unwholesome so as to be detrimental to the public health or welfare or to the enjoyment and safety of the water for recreational purposes.

BY MY SIGNATURE BELOW I AM ACKNOWLEDGING THAT I HAVE RECEIVED, READ AND I DO UNDERSTAND THESE INSTRUCTIONS AND GUIDELINES FOR BOAT OPERATION ON LAKE LURE. I FURTHER ACKNOWLEDGE THAT I HAVE BEEN ADEQUATELY INFORMED OF BOATING AND LOCAL LAKE HAZARDS FOR LAKE LURE.

Signature of Primary Driver and responsible person _____

Date of signature for this form _____

KILBY-CARSWELL-SKUDLARICK dba STONE RIDGE AT LAKE LURE

Guest Name _____

Reservation Dates _____

RENTAL BOAT CHECK LIST SEE FUELING INSTRUCTIONS	Date Condition OUT	Date Condition IN
General		
Navigation lights		
Radio (if any)		
Registration		
Hull Condition		
General Cleanliness of Boat		
Condition of Prop		
Engine Check		
Fuel Level - \$100.00 plus gas if returned different than received.		
Oil level. OUT BOARD MOTOR OIL MUST BE MIXED WITH THE OIL. SEE WARNING BELOW		
Emergency Gear		
Fire Extinguishers		
Throw Cushion		
Personal flotation devices		
Anchor and line		
Paddle(s)		
Horns or whistles		
Other		
ATTENTION: THE BOAT MOTOR IS A 2-STROKE MOTOR. OUTBOARD MOTOR OIL MUST BE MIXED WITH THE GAS IN THE TANK. FAILURE TO DO THIS WILL RESULT IN SEVERE DAMAGE TO THE ENGINE AND YOU WILL BE HELD RESPONSIBLE FOR THE COST OF REPAIRS. ONE PINT OF OIL SHOULD BE ADDED PER EACH SIX GALLONS OF GAS PUT INTO THE TANK.		

Initials of Responsible Person _____

Signature _____