



PROPERTY RENTAL AGREEMENT

This Agreement for the occupancy and use of Healing Hearts Respite House (the "Property Rental Agreement") is entered this _____ day of _____, 20____ by and between _____ ("Tenant") whose address is _____ and Healing Hearts Respite Foundation whose address is 753 Dune Point Road, Corolla, NC 27927

Whereas, Tenant has applied for use of Healing Hearts Respite House, located at 753 Dune Point Rd, Corolla, NC 27927, (the "Premises") and Healing Hearts Respite Foundation has approved such application; and

Whereas, Tenant desires to occupy the Premises from the _____ day of _____, 20____ until the _____ day of _____, 20____ (the "Occupancy"); and

Whereas, Tenant and Healing Hearts Respite House desire to provide for certain terms and conditions that shall apply to Tenant's Occupancy;

Therefore, premises considered, and for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, Healing Hearts Respite House and Tenant, intending to be contractually bound, hereby agree to the following terms and conditions:

1. As part of the application process, Tenant has delivered a deposit of **\$100.00 (the "Deposit")** to Healing Hearts Respite Foundation. The Deposit will be held by Healing Hearts Respite Foundation and may be used at any time to repair damages caused by the Tenant to the Premises. The Deposit or balance thereof will be refunded to the Tenant when this Property Rental Agreement expires and after inspection of the Premises but not later than thirty days after this Property Rental Agreement expires. The Deposit may also be utilized for the payment of amounts due and owing by the Tenant for the cost of repairing damage to the Premises and/or replacing lost keys. This provision is purely for the benefit of Healing Hearts Respite Foundation and does not relieve the Tenant in any way from the obligation of any other payment or liabilities in terms thereof.
2. Tenant has read and agreed to comply with Healing Hearts Respite House Rules (the "Rules") which Tenant completed and executed as part of the application process and which are incorporated herein by reference. Notwithstanding the generality of the Rules, and without limitation, Tenant specifically agrees that he will comply with the guest and car limitations contained in the Rules. Tenant also recognizes and agrees that in the sole discretion of Healing Hearts Respite Foundation, any violation of the Rules may result in the forfeiture of the Deposit and/or the remainder of the Tenant's stay at Healing Hearts Respite House.

3. The Tenant undertakes to maintain the Premises and to return in a clean and neat condition at the expiration of this Property Rental Agreement. The Tenant will be liable to promptly attend to any repair that may be necessary and in general to attend to the upkeep and maintenance of the Premises, and to reimburse Healing Hearts Respite Foundation for the cost of replacing or repairing any breakages or damages caused by Tenant.
4. Tenant shall not keep any pets or animals in or on the Premises without Healing Hearts Respite Foundation's prior written consent and the Tenant shall be responsible for any damage to the premises caused by such pet or animal. Trained service dogs are permitted if required to assist with the patient. Please notify Healing Hearts Respite Foundation if a trained service dog will be assisting the patient. Please read information regarding trained service dogs.
5. Tenant shall allow a representative of Healing Hearts Respite Foundation the right of entry to the premises of Healing Hearts Respite House for any purpose whatsoever including, but not limited to, ensuring Tenant's compliance with the Rules.
6. All legal and collection costs incurred by Healing Hearts Respite Foundation in respect of any legal steps taken by Healing Hearts Respite Foundation against the Tenant to enforce any of the Tenant's obligations in terms of this Property Rental Agreement shall be paid for by the Tenant to the extent permissible by law.
7. Should the Tenant fail to make payment of any of the aforementioned, Healing Hearts Respite Foundation shall have the right without prejudice to its other rights in law or under this Property Rental Agreement to effect payment and to recover the amounts so expended by Healing Hearts Respite Foundation from the Tenant.
8. Tenant and any other person associated with the Tenant including but not limited to relatives, friends, visitors or employees agree to be bound to the terms and conditions of the document titled "Liability Release Authorization Disclosure" (the "Liability Release") which Tenant completed and executed as part of the application process, the contents of which are incorporated herein by reference. The terms of this Property Rental Agreement are in addition to and are not intended to super cede or otherwise conflict with the terms of the Liability Release, regardless of any statement of exclusivity that may be contained in the Liability Release.

Tenant and Healing Hearts Respite Foundation agree that the terms hereof are contractual and not a mere recital. By signing below, the Tenant acknowledges that Tenant has read, understands and consents to the terms set forth herein.

Tenant Signature: _____

Date: _____

Healing Hearts Respite Foundation Representative:

Signature

Title: _____

Date: _____