

## VACATION RENTAL AGREEMENT

PURSUANT TO NC STATUTE YOU ARE NOTIFIED OF THE FOLLOWING:  
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 THIS AGREEMENT, IS EVIDENCE OF YOUR ACCEPTANCE OF THE AGREEMENT AND YOUR INTENT TO USE THIS PROPERTY FOR A VACATION RENTAL.

Tenant will be held responsible for all occupants complying with rental policies, procedures and rules. The tenant must be physically present during the entire reservation period and no subletting is permitted without written authorization by owner or owner's agent.

Owner and/or Owner's agent rents to tenant, the vacation property described in the website (hereinafter referred to as the "premises" or "cabin") and as particularly described by name in the emailed reservation confirmation.

**Term:** Begins: after 4:00pm on the reservation date. Ends: at 11:00am on the check out date.

**Rent:** Tenant agrees to pay rent in the amount as follows for rental of the following premises subject to pre paid reservation:

Waterfall Cabin:	\$99 night M- Th / \$119 Fr-Sa /\$599 week
Lazy Lodge:	\$139 night M- Th / \$150 Fr-Sa /\$850 week
River Cottage:	\$119 night M- Th / \$135 Fr-Sa /\$699 week

Plus Tax \* (6.75% sales and 5% occupancy)

Refundable Security/ Damage Deposit: \$150

\*tax rates are calculated at the time of this agreement. If the rates change, Tenant is responsible for rates in effect at time of possession.

**Disbursement of Rent:** Tenant authorizes owner or his agent to disburse up to fifty percent of the rent set forth in paragraph 3 above to owner or as the owner directs prior to tenant's occupancy of the premises, and the balance of the rent upon the commencement of the tenancy, a material breach of this agreement by the tenant, or as otherwise permitted under the Vacation Rental Act. Tenant authorizes owner or owners's agent to disburse prior to tenant's occupancy of the premises any fees owed to third parties for goods, services or benefits procured by owner's agent for the benefit of the tenant, including but not limited to, any fees set forth herein payable to agent for reservation, transfer or cancellation of tenancy.

**Security Deposit.** A \$150 security deposit is required in advance of the rental. The security deposit may be applied to any actual damages caused by Tenant under the Tenant Security Deposit Act. Owner or owner's agent shall account for or refund the deposit within 45 days of the end of the tenancy. Tenant agrees that tenant will pay any damages which exceed the amount of the security deposit as actual damages.

**Trust Account:** Any advance payment made by tenant shall be deposited in a trust account with Carolina First Bank located in Lake Lure, NC. Tenant agrees that any advance payment may be deposited into an interest bearing trust account and that any interest thereon shall accrue for the benefit of, and shall be paid to the owner (or as the owner directs) as it accrues and as often as is permitted by the terms of the account.

Rules and Regulations: Tenant agrees that tenant has received and read the rules and regulations, and understand that they are an integral part of this agreement.

### **Vacation Rental Rule and Regulations**

#### **Check In:**

Check in time is between 4:00 pm and 6:00 pm- no keys will be released until after 4:00 pm. It is the tenant's responsibility to request and obtain after hours check -in.

Possession of the cabin will not take place until the entire amount of rent, fees, taxes and security deposit has been paid.

One set of keys will be provided at check- in. Keys must be returned at check- out. If they are not returned, Tenant will be charged \$100 which will be deducted from the security deposit.

#### **Furnishings / amenities provided and items you must bring**

Cabins are furnished and equipped with dishes, kitchen utensils, pots and pans, coffee maker, microwave, range, refrigerator, TV, VCR and AC. No replacement or repair is guaranteed and no refunds will be given in event of malfunction, electric or water outage.

Linens are provided. However, there will be no daily linen or maid service.

10 bath towels, 10 wash cloths and 4 hand towels are provided. If you feel you need more, you must bring your own.

All beds have pillows, blankets and sheets. Extra blankets are provided.

Products such as soap, toilet paper, paper towels and dish detergent are the responsibility of the tenant. A starter supply of toilet paper and soap will be provided

There is no telephone.

The cabin has well water and you may wish to bring bottled water.

There is picnic table and a charcoal grill available for your use at the Lazy Lodge and Waterfall Cabin. The grill cannot be used on the deck and must be used at least 20 feet from the cabin due avoid fire. Grill must be cleaned and ashes properly disposed of by tenant.

#### **Accommodation Rules and Duties of the Tenant**

Maximum Occupants is as described on the website for each cabin- including children.

**Absolutely NO PETS PERMITTED. Detection of a pet will result in an expedited eviction and a \$150 extermination and cleaning fee as actual damages to be deducted from the security deposit.**

No house parties, excessive alcohol use or loud noise. Quiet hours are between 11 pm and 9 am. Any complaints filed with the police will result in expedited eviction.

**NO SMOKING IS PERMITTED IN THE CABIN. If evidence of smoking is detected in the rental unit, a \$150 cleaning fee as actual damages will be deducted from the security deposit.** If you smoke, you must smoke outside and dispose of your butts properly.

Tenant is to maintain the property in a safe, clean, sanitary condition.

Dispose of all ashes, rubbish, garbage as directed in the unit.

**Trash is to be kept bagged, tied and then placed in the trash cans with the lid shut by the garage. Under no circumstances should loose bags be left outside. Garbage attracts unwanted wild animals, such as bears and racoons.**

Do not render inoperable any smoke detectors- they are for your safety.

Any fires should be kept in control and not too large so as to avoid catching the premises on fire.

**Fire should be monitored at all times and put all fire ambers completely out when you leave the premises or go to bed.** The fire place ( in the lazy lodge only) should be cleaned of all ashes and swept prior to departure. Do not throw any hot burning logs in the woods or lawn.

Tenant is responsible for any damage to the premises, equipment or furnishings.

**Tenant will be responsible for any missing or broken items which are not present after tenant's departure. The value of such items will come out of tenant's security deposit.**

Tenant must **notify owner or owner's agent in writing** of any items in need of repair or replacement. If you notice an appliance is not working properly, a plumbing problem, an electrical problem, a smoke alarm problem, or other item on the premises or any thing that could cause harm to anyone's health or safety or if something just needs fixed or improved, please notify the owner or owner's agent immediately.

Pursuant to NC statute, the tenant shall:

- (1) keep that part of the property which he or she occupies in a clean, safe condition and cause no unsafe or unsanitary conditions in the common areas and remainder of the property that he or she uses.
- (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 as 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 landlord 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 property inside 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 landlord or his or her agent, defective products supplied or repairs authorized by the landlord, acts of third parties not invitees of the tenant, or natural forces.

(7) Notify the landlord of the need for replacement or repairs to the smoke detector. The landlord 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 not be considered negligence on the part of the tenant or landlord.

### **Locked areas and the Garage**

The Garage and any locked areas are reserved for storage and are the private property of Owner. These areas are not included in the rental premises.

### **Weather**

We cannot guarantee the weather conditions. There will be no refund due to inclement weather unless otherwise provided herein in the "mandatory evacuation/ state road closure" provision of this agreement.

### **Inspection of premises**

Tenant agrees that owner or owner's agents may enter the premises for during reasonable hours to inspect, repair, improve the premises or to show the premises to prospective purchasers or tenants.

### **Landlord's obligations and responsibilities**

Comply with all current applicable building and housing codes.

Make all repairs and do whatever is reasonable/ necessary to put and keep the premises in a habitable condition.

Keep all the common areas of the property in a safe condition.

Maintain in good and safe working order and reasonably and promptly repair all electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances supplied by him or her upon written notification from the tenant that repairs are needed.

Provide operable smoke detectors. Landlord shall replace or repair the smoke detectors if the landlord is notified by the Tenant in writing that replacement/repairs are needed. Landlord shall annually place new batteries as needed during the tenancy.

### **Check Out**

Check out is at 11:00 a.m.

The premises should be left as you found it- in clean condition. Tenant is required to wash dishes and put them away. Refrigerator should be emptied and clean. Stove and oven should be clean. The counters should be wiped off. The floors and porch should be swept.

The AC and heat should be turned off. The lights must be turned off. Trash must be bagged and tied and left in the cans by the garage ( with the lid shut tight). All windows and doors must be closed and locked. All fire ashes should be cleaned up. Bed linens should be placed on beds and dirty towels should be gathered and placed in the tub. Keys must be returned to the owner's agent.

There will be no refunds for early departure or unused time.

### **Cancellation by tenant**

Cancellation request must be in writing. Tenant will not obtain a refund if the cancellation notice is received less than 14 days prior to commencement of the tenancy period. This means that you will not receive any refund of any rent or fees paid, if you cancel 14 days or less prior to the commencement of the rental. You will be returned the security deposit. For example, If you rent the cabin for the week, you will be charged the full week's rental as if you had stayed. If the cancellation notice is received more than 14 days before the rental, a 50% cancellation fee will be applied. If the cancellation notice is received more than 45 days prior to the commencement of the rental period, a \$50 cancellation fee will be charged to the tenant.

### **Transfer of the property by owner**

If the property is voluntarily transferred by landlord, a tenant has the right to enforce the vacation rental agreement against the grantee of the property if the vacation rental is to end 180 days or less after the date of the grantee's interest in the property is recorded; if the vacation rental is to end more than 180 days after the recordation of the grantee's interest in the property, the tenant has no right to enforce the terms of the agreement unless the grantee agrees in writing to honor the agreement. If the grantee does not honor the agreement, the tenant is entitled to a full refund of any payments made. Within 10 days after the transfer of property, grantee or grantee's agent shall : a) notify each tenant in writing of the property transfer, the grantee's name and address, and the date the grantee's interest was recorded. B) advise each tenant whether he or she has the right to occupy the property subject to the terms of the vacation rental agreement and the provisions of this section. C) advise each tenant of whether he or she has a right to receive a refund of any payments made by him or her.

Upon termination of the landlord's interest in the property, whether by sale, assignment or death, appointment of a receiver or otherwise, the landlord, landlord's agent , or real estate agent is required to transfer all advance rent paid by tenant ( and other fees owed by third parties not already lawfully disbursed) to the landlord's successor in interest within thirty days and notify the tenant by mail of such transfer and of the recordation of the landlord's successor in interest in the property, and the successor in interest has not agreed to honor the vacation rental , all advance rent paid by the tenant must be transferred to the tenant within 30 days.

If the landlord's interest in the property is involuntarily transferred to another prior to the tenant's occupancy of the property, the landlord shall refund to the tenant any payment made by the tenant within 60 days after the transfer.

### **Cancellation by owner**

The owner or owner's agent has the right to cancel this agreement at any time prior to the tenant taking possession of the property. In such event, all payment made by the tenant will be refunded, and neither the owner or the owner's agent will be liable for any damages, including but not limited to consequential and incidental damages incurred as a result of the cancellation.

### **Expedited Eviction**

If the tenancy herein is created is for 30 days or less, the expedited eviction procedures set forth in the Vacation Rental Act will apply. Tenant may be evicted under such procedures if Tenant:

1. Holds over in possession after Tenancy has expired.
2. Commits a material breach of the any provision of the agreement (including any addendum hereto) that according to its terms would result in the termination of the tenant's tenancy.
3. Fails to pay rent as required by the agreement.
4. Has obtained possession of the premises by fraud or misrepresentation.

### **Mandatory Evacuation, State Road closure**

If state and local authorities order a mandatory evacuation of an area that includes the premises, Tenant shall comply with the order. Upon compliance, Tenant will be entitled to a refund of the prorated rent for each night that tenant is unable to occupy the premises because of the order. In addition, if tenant is unable to begin tenancy due to road closure by state and local authorities, a prorated refund for each night that tenant is unable to occupy the premises will be issued. If state roads are open and tenant chooses not to begin occupancy, no refunds will be given. There is no guarantee that private roads will be passable and no refunds will be given for lack of snow removal.

### **Assignment**

This agreement is not assignable except by the written consent of the parties.

### **Legally Binding/ Attorney fees/ Indemnification and Hold harmless**

Tenant agrees to abide by this agreement and understands that it is legally binding. All parties agree that in event of a dispute that the agreement will be interpreted in accordance with NC law. Tenant shall be responsible for attorney fees and costs of owner and/or owner's agent incurred and arising out of any breach of this agreement by Tenant or Tenant's invitees. Tenant agrees to indemnify and hold harmless the owner, owner's agents, owner's employee's, owner's managers, and owner's agent's employees from and against any and all liability for any claim for personal injury, property damage, intangible damages, advertising injury, discrimination, or any other cause of action in tort, contract or equity arising out the acts or omissions of tenant or tenant's guests.

By making a reservation and payment, Tenant acknowledges tenant has read and understood the terms of this agreement and the website.

