

VACATION RENTAL AGREEMENT

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.

Guest acknowledges receipt of the terms stated below.

GUEST OBLIGATIONS - Guest agrees to comply with all obligations imposed by the Vacation Rental Act on Guest with respect to maintenance of the Premises, including but not limited to keeping the Premises as clean and safe as the conditions of the Premises permit and causing no unsafe or unsanitary conditions in the common areas and remainder of the Premises that Guest uses; and notifying Owner in writing of the need of replacement of or repairs to a smoke detector, and replacing the batteries as needed during the tenancy. Guest agrees not to use the Premises for any activity or purpose that violates any criminal law or governmental regulation and may use the Premises for residential purposes only. Guest's breach of any duty contained in this paragraph shall be considered material, and shall result in the termination of Guest's tenancy.

CHECK-IN TIME IS 4 P.M. - The information regarding entrance to Property and specific location of Property will be provided upon receipt and clearance of all monies due as well as this signed Agreement. Owner will use all reasonable efforts to have Property ready for guest at check-in time (and in most cases even earlier), but Owner cannot guarantee the exact time of occupancy. Please call in advance to verify that Property is ready for your arrival.

CHECK-OUT TIME IS PRIOR TO 11:00 A.M unless a different time is authorized in advance by the Owner. Please be prompt as to allow adequate time to prepare Property for the next arriving guest.

MAXIMUM OCCUPANCY - In no event shall the Rental Property be occupied by more persons than the capacity of subject property. More people may be allowed at the sole discretion of the owner and with prior permission only. No fraternities, school, civic or other non-family groups are allowed unless Owner grants prior approval.

RESERVATION REQUIREMENTS - A Security/Damage Deposit in the amount of \$500.00 must be received within (5) five business days to hold your Reservation. The total Rental Fees in advance of the arrival date and this completed and signed Agreement confirms your reservation. Property has a strict policy regarding occupancy. Occupancy is limited to *REGISTERED GUESTS ONLY*. Absolutely no overnight visitors are allowed. In the event this occurs your security deposit and all rental monies will be forfeited and you will be asked to vacate the premises.

Please note - this is a true Security/Damage Deposit and will not be credited toward your stay. The \$500.00 Security Deposit will be refunded in full within (2) two weeks after your departure provided there are no damages, theft or additional cleaning beyond the normal is required to prepare Property for the next guests. Property has been set up for adults; however, we do

accept well behaved, well mannered and well supervised children. (Please note that Children do count as a Guest). In Lieu of a Security Deposit on other rentals Owner reserves the right to charge guest's credit card for any damages to the property. All payments made by the guest will be deposited in an account maintained by Bank of America. Tenant agrees that any advance payment may be deposited in 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.

The full rental amount must be paid in full thirty (30) days prior to your arrival. Any out of country checks must be received at least (60) sixty days prior to the arrival date.

Last minute rental of Property will be considered, if available. Owner will supply instructions pertaining to this situation and the handling of any funds. All other items in this Agreement will apply.

DISBURSEMENT OF RENT - Guest authorizes Owner to disburse up to fifty percent (50%) of the rent set forth above to the Owner (or as the owner directs) prior to Guest's occupancy of the Premises, and the balance of the rent upon the commencement of the tenancy, a material breach of this Agreement by Guest, or as otherwise permitted under the Vacation Rental Act. Guest also authorizes Owner to disburse prior to Guest's occupancy of the Premises any fees owed to third parties to pay for any goods, services, or benefits procured by Owner for the benefit of Guest, including but not limited to any fees set forth herein payable to Owner for reservation, transfer or cancellation of Guest's tenancy.

CANCELLATION FEES - All cancellations must be provided in writing via E-mail or Certified Mail. Cancellations that are made more than 30 days prior to the arrival date will get a full refund.

NO SHOW POLICY - The total amount of the reservation will be forfeited including the Security Deposit.

RETURNED CHECKS - A \$50.00 service charge will be incurred for any returned checks.

SATELLITE TELEVISION – Property is equipped with cable television; however, Property does not guarantee any specific channels, programs or events. Property is not responsible for any technical failure or difficulties that may arise from this service. Property does not provide "PAY-PER-VIEW" programs. No refunds will be given for this service, and if somehow Guest(s) are able to engage in "PAY-PER-VIEW" programs any charges will be deducted from the security deposit or Guest(s) will be charged later if a credit card is used.

WIRELESS INTERNET – Property is equipped with Wireless Internet; Property is not responsible for any technical failure, viruses, spy ware or any other difficulties and/or damages to you or any computer equipment that may arise from this service.

PETS - Pets are not allowed unless a specific exception is made. If an exception is made by the Owner, then Guest will be charged a \$150 non-refundable pet fee and only dogs will be allowed. No cats, birds, snakes, potbelly pigs, hamsters, ferrets, or other animals allowed at any time. All pets must be on leashes at all times. Pet owners are responsible for cleaning up any/ all pet refuse. Pets are not allowed on furniture at any time. Any evidence of pets on furniture may incur extra cleaning fees. All pets must be up to date on rabies vaccinations and all other vaccinations. Heartworm preventative is highly recommended. All pets are to be treated with Advantage or similar topical flea and tick repellent three (3) days prior to arrival. Fleas and ticks are very rampant in this area and can cause harmful or fatal illness to humans and pets. All

items above are the sole responsibility of the pet owner. The homeowners assume no responsibility for illness or injury that may incur to pets while on the premises. "Vicious or Dangerous Dogs" trained for dog fighting or with any tendency or disposition to attack any dog or other domestic animals or humans without provocation, are not permitted at any time.

SMOKING - Smoking is not permitted inside of Property. If smoking outside, cigarettes must be disposed of in a safe and proper manner, not on the lawn, driveway or backyard. Failure to respect this rule could result in the loss of your Security Deposit.

CLEANING - The property is professionally cleaned before you arrive and again after your departure. Guest is charged a \$70 non - refundable cleaning fee. THERE IS NO DAILY MAID SERVICE. The property has its own washer/dryer and dishwasher. Please report any cleaning concerns to the office immediately if something has been missed.

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 Guest(s) occupancy. The Owner conducts a walk-through after your departure and the property is checked to insure it is left in good order and that there are no policy violations or theft.

CANDLES NOT ALLOWED - For safety reasons, no flame candles shall be allowed in or around the Property.

KEYS - If keys are lost, Guests shall pay for the cost of rekeying the Property from the security deposit.

REPAIRS/SERVICE CALLS, ETC. - Owners cannot guarantee against mechanical failure of heating, air conditioning, TV's, Cable, DVD's, telephone/wireless or any other problem with appliances or equipment. Please report any inoperative equipment to us and we will make every reasonable effort to have repairs done quickly and efficiently. Please contact us if you have any issues whatsoever. Should a repair-person make a call to Property and find that the equipment is in working order and the problem was due to the Guest(s) oversight or neglect, the charge for the service will be the responsibility of the Guest(s). No refunds or rent reductions will be made due to failure of appliances or equipment.

ACTS OF GOD - The Owners shall not 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, inclement weather, noise, etc. No rebate or refund will be offered in these circumstances.

HOUSE PARTIES - NOT ALLOWED - No Exceptions. Occupancy in use of premises shall not be such as to disturb or offend neighbors. The use of firearms or fireworks is strictly prohibited. Absolutely no illegal drugs, illegal activities, or under-age drinking of alcohol. 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.

CHECK-OUT PROCEDURES - The following items must be complied with before check-out or Guest(s) shall forfeit his/her Security Deposit:

- (a) Dishes, Pots, Pans, Silverware and all utensils must be washed; dried and put away (DO NOT LEAVE IN DISHWASHER) and the stove/oven shall be left in a clean condition.
- (b) Refrigerator should be left clean and free of any food that might spoil.

- (c) Windows and doors (including Screen Doors) must be closed and locked. Close all blinds and drapes. In summer months turn the air conditioning to 79 degrees and in the cooler months turn heat to 70 degrees.
- (d) All trash, garbage, debris, etc. must be picked up, bagged and placed in outside trash dumpster.
- (e) Property must be left in neat, reasonably clean condition (same condition it was in when Guest(s) arrived).
- (f) All keys must be returned to Owner or to the combination box onsite.

RIGHT OF ENTRY - Guest(s) agree that the Owner reserves the right to enter the rental property anytime to investigate disturbances, check occupancy, check for damages, to make such repairs, alterations or improvements thereto as Owner may deem appropriate.

EXPEDITED EVICTION – 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 may be evicted under such procedures if Guest: (i) holds over in possession after Guest's tenancy has expired; (ii) commits a material breach of any provision of this Agreement (including any addendum hereto) that according to its terms would result in the termination of Guest's tenancy; (iii) fails to pay rent as required by this Agreement; or (iv) has obtained possession of the Premises by fraud or misrepresentation.

INDEMNIFICATION AND HOLD HARMLESS - Guest(s) agree to indemnify and hold harmless the Owner for any liabilities, theft, damages, 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 "Owner" 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.

DISPUTES - This Agreement shall be governed by and interpreted in accordance with the laws of the State of North Carolina, and shall be treated as though it were executed in the County of Buncombe, State of North Carolina. Any action relating to this Agreement shall be instituted and prosecuted only in the State of North Carolina.

Property and its OWNER RESERVES THE RIGHT TO REFUSE SERVICE TO ANYONE - **Our rental property is leased without regard to race, color, religion, sex, national origin or handicap.** Due to liability issues, we are unable to provide prospective renters with a key to preview property.

VIOLATING AGREEMENT - If Guest(s) violates any of the conditions of this Agreement, Owner may terminate this Agreement and enter Premises. Upon notice of termination of this Agreement, Guest(s) shall vacate the Premises immediately and forfeit all rental monies and security deposits.

Please read and keep a copy of this document for your records. Rental Payment acknowledges receipt of the terms of this Rental Agreement.