

## **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.

If you consent to the terms of this Agreement, we require the first payment when making the reservation. First Payment is a \$200-\$300 fully refundable damage deposit( depending on which cabin). Second payment is the balance which is due 30 days prior to the check-in date. If your check-in date is 30 days or less from the date you are making the reservation, full payment is required. We accept VISA, MasterCard, Discover, check, or money orders. Customers without access to fax or email may have an Agreement sent via US Mail, however, your first payment is still required immediately. This Agreement must be returned signed and all pages initialed via email, fax, or US mail; however, payment of the rental is confirmation that you accept the terms and conditions of the Agreement in the absence of a Tenant signed rental agreement.

Your check or money order and this signed agreement must be received before the Premises will be secured for your reservation. If the second is not received by the due date (30-45 days prior to arrival) then we will regretfully have to cancel your reservation and there will be no refund issued. If you anticipate not paying the balances due by the due dates please call us to make arrangements for payment. There is a \$50 per check fee for all returned checks.

Security Deposit. Any security deposit provided for in item 7 above may be applied to actual damages caused by Tenant as permitted under the Tenant Security Deposit Act. In addition, Landlord may deduct from the security deposit \$15 for any lost security gate access cards if applicable. Landlord may deduct unpaid housekeeping fee of \$75 - \$15 (depending on cabin and number of guests). Landlord shall apply, account for, or refund Tenant's security deposit within 7 days following the end of the tenancy.

Cancellation. We understand due to unforeseen circumstances plans may have to change. However, we rely on advance reservations and cancellations. So to be fair to all concerned, our cancellation policy is as follows: If the reservation is cancelled a minimum of 31 days prior to arrival date any rental fees including the security deposit paid less a \$100 processing fee will be refunded. If you cancel during the 30 days prior to your arrival you will forfeit all rental fees excluding the security deposit collected unless the premises is re-reserved for part or all of your rental period in which case we will refund part or all of the forfeited rental fees based on the re-reserved rental period less a \$100 processing fee.

Check-in Procedures: Check-in is 3:30 PM and check-out is 10:30 AM. Any early check ins not pre authorized will be charged a \$25 per hour fee. Any late check outs not pre authorized will be charged a \$25 per half hour fee. For cabins located within Riverbend: A small security building is located at the entrance of the resort and is manned during daytime hours 8am-6pm. A Riverbend sign is also at the entrance. Check in with the gate -keeper on site. An access card is required to activate the automatic security gate at the resort entrance. We keep an access card on the wall near the cabin's front entrance door. Return the access card to the holder by the cabin's front entrance door upon checking out with the failure to do so resulting in a \$15 fee to replace the missing card. You will receive the address to the cabin and code to get in the cabin, one weeks prior to checking-in. For cabins not in Riverbend there is no access card.

Trust Account. Any advance payment made by Tenant shall be deposited in a trust account with Capital One located at Houma, LA 70360. 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 Landlord (or as the Landlord directs) as it accrues and as often as is permitted by the terms of the account.

Tenant Duties. Tenant agrees to comply with all obligations imposed by the North Carolina Vacation Rental Act on Tenant 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 Tenant uses; and notifying Landlord in writing of the need of replacement of or repairs to a smoke or carbon monoxide detector. Tenant agrees not to use the Premises for any activity or purpose that violates any criminal law or governmental regulation. Tenant is responsible for all damage, defacement, or removal of any property inside the cabin or outside within the boundaries of the property on which the cabin is located unless the damage, defacement, or removal was due to ordinary wear and tear, acts of the landlord or his agent, defective products supplied or repairs authorized by the Landlord, acts of third parties not invitees of the Tenant, or natural forces. Tenant's breach of any duty contained in this paragraph shall be considered material, and may result in the termination of Tenant's tenancy.

Landlord Duties. Landlord agrees to provide the Premises in a fit and habitable condition. If at the time Tenant is to begin occupancy of the Premises, Landlord cannot provide the Premises in a fit and habitable condition or substitute a reasonably comparable property in such condition, Landlord shall refund to Tenant all payments made by Tenant. Landlord shall conduct all brokerage activities in regard to this Agreement without respect to the race, color, religion, sex, national origin, handicap or familial status of any tenant.

#### Transfer of Premises.

If the Landlord voluntarily transfers the Premises, Tenant has the right to enforce this Agreement against the grantee of the Premises if Tenant's occupancy under this Agreement is to end 180 days or less after the grantee's interest in the Premises is recorded. If 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 amounts paid by Tenant. Within 20 days after transfer of the Premises, the grantee or the grantee's Landlord is required to: (i) notify Tenant in writing of the transfer of the Premises, 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 Premises subject to the terms of this Agreement or receive a refund of any payments made by Tenant. However, if the grantee engages Landlord to continue managing the Premises after the transfer, the grantee shall have no obligation under (i) or (ii) above if this Agreement must be honored under the Vacation Rental Act or if the grantee agrees in writing to honor this Agreement.

Upon termination of the Landlord's interest in the Premises, whether by sale, assignment, death, appointment of a receiver or otherwise, the Landlord, Landlord's Landlord, or real estate Landlord is required to transfer all advance rent paid by Tenant and the portion of any fees remaining after any lawful deductions made under G.S. 42A-16 to the Landlord'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 Landlord's successor-in-interest in the Premises, and the successor-in-interest has not agreed to honor this Agreement, all advance rent paid by Tenant and the portion of any fees remaining after any lawful deductions made under G.S. 42A-16 must be transferred to Tenant within 30 days. Funds held as a security deposit shall be disbursed in accordance with G.S. 42A-18.

If the Landlord's interest in the Premises is involuntarily transferred prior to Tenant's occupancy of the Premises, the Landlord is required to refund to Tenant all advance rent paid by Tenant within 60 days after the transfer.

**Mandatory Evacuation.** If State or 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. However, Tenant will not be entitled to a refund if, prior to taking possession of the Premises: (i) Tenant refused insurance offered by [www.InsureMyTrip.com](http://www.InsureMyTrip.com) that would have compensated Tenant for losses or damages resulting from loss of use of the Premises due to a mandatory evacuation order, or (ii) Tenant purchased such insurance. We will make every effort to honor lost days at a different time.

**Indemnification and Hold Harmless; Right of Entry; Assignment.** Tenant agrees to indemnify and hold harmless Landlord from and against any liability for personal injury or property damage sustained by any person (including Tenant's guests) as a result of any cause, unless caused by the negligent or willful act of Landlord, or the failure of Landlord to comply with the Vacation Rental Act. Tenant agrees that Landlord or their respective representatives may enter the Premises during reasonable hours to inspect the Premises, to make such repairs, alterations or improvements thereto as Landlord may deem appropriate, or to show the Premises to prospective purchasers or tenants. Tenant shall not assign this Agreement or sublet the Premises in whole or part without written permission of Landlord.

**Pets.** Dogs are the only pets allowed. Unfortunately, due to potential allergies related to cats they are not allowed. Pet blankets are available for pets to lie on when on furniture. Do not allow pets on furniture without the provided blanket. No pets allowed on beds or counters. We do not charge a pet fee. Tenant assumes all responsibility for any pet damages to cabin property during rental period. In an effort to prevent additional charges being assessed due to a flea infestation caused by your pet, we require that your pet be treated for fleas prior to your visit with us. Please place pets in a kennel when left unsupervised in the cabin. When outside please keep your pet on a leash at all times and dispose of bagged waste in the outside trash cans. Pets must be on a leash when off premises per Rutherford County Animal Control. Pets may not be left on the deck or tied outside while you are gone. If your pet causes damage to the property, you agree to pay for repairs or replacement of property. Pets are not allowed at beach area, even if on a leash, due to sanitary reasons. Dogs are allowed at the river.

**Repairs and Maintenance.** Please report any problems or damages in the cabin the day of check-in to the Landlord. If not reported, we must assume the damage or loss occurred during your occupancy and we will have to charge you. When maintenance needs arise during your stay please contact the Landlord immediately. It may be necessary for repairmen to enter the cabin during reasonable hours to perform repairs. The landlord shall make every effort to have the repairs done quickly and efficiently. There will be no refunds for the malfunction of any equipment including but not limited to air conditioning, TV, and appliances or inability to use appliances because of power outages. Should a repairman make a service call and find that the equipment is in working order and the problem is due to Tenant oversight or neglect, the charge for the service call shall be the responsibility of Tenant.

**Minimum Age Requirement.** Minimum age required to rent a cabin is 25 years and the person who books the cabin must stay at the cabin for the entire rental period. Sub-letting or parents renting for their children under the age of 25 is NOT allowed. **NO STUDENT GROUPS OR HOUSE PARTIES OF ANY KIND.** We offer a family oriented, peaceful resort, catering to those that want an enjoyable vacation experience. ID will be required at gate check in.

**Maximum Occupancy.** The number of occupants shall not exceed the specified number for each cabin. Tenants may be subject to cancellation/penalties if numbers exceed confirmed occupants listed. Over-occupancy is considered a **SERIOUS BREACH** of the rental agreement. RV's or campers are not permitted.

Smoking and Smoke Detectors. There is NO SMOKING allowed in our cabin. If we find evidence of smoking you will forfeit your entire security deposit. Please do not throw our butts on the ground. There are smoke detectors in each cabin. There are also fire extinguishers under the sink in the kitchen in case of an emergency.

Wildlife. The cabin is located in the mountains of North Carolina. As such, you are likely to encounter wildlife (deer, bears, snakes, raccoons, and bugs of various types, including wasps, hornets, bees, chiggers, ladybugs, bugs with wings, etc.). Mountain Haven Properties LLC will not accept any responsibility for any injury caused by said wildlife.

Fully Furnished Cabin. The kitchen is fully furnished including stove/oven, refrigerator, dishwasher, dinnerware, silverware, basic cookware and utensils, coffee maker, toaster, microwave. All bedrooms beds with mattress pads, bed sheets, bedspreads, and pillows. The bathrooms have bath towels, washcloths, hand towels, hair dryer and toilet paper. The utility area has a washer, dryer, iron and beach towels. We provide a LIMITED SUPPLY of toilet paper, paper towels, dish detergent, dishwasher detergent, hand soap, and trash bags. Personal items such as clothes detergent, shampoo, body wash, etc. are not supplied so please bring your own. We have an outside charcoal grill. You must supply your own charcoal and lighter fluid.

Telephone. This cabin does not have a land line; however, most cell phone service carriers receive great reception on the mountain.

Fireplace- if applicable- Fireplace use is only permitted during October 1st to April 30th. Firewood is not provided. Never leave cabin with wood in fireplace burning. Do not let fireplace burn wood while sleeping. If you are not proficient at starting a fire, you may want to use a small Duraflame type log to start the fire. ABSOLUTELY NO LIQUID ACCELERANT IS ALLOWED! No more than three pieces of normal size timber in fireplace at one time to prevent excessive flames. Make sure dampers at top of fireplace opening are open before lighting fire and fireplace doors are open when burning. Before departing, make certain the fire is completely out. And absolutely NO CANDLES shall be burned in the cabin.

**THEFT OR LOSS OF PROPERTY:** You are solely responsible for all personal items brought to the property. Please secure valuables while you are gone by placing them out of view, closing window blinds, locking all entry doors, etc. Our property insurance will not cover items brought into the cabin by outside parties. When you are away from the cabin, check that all doors are locked and curtains or window blinds are closed. We recommend that electronics and valuables are not left out in view.

No Fireworks or ATV's or similar type vehicles.

Other Terms and Conditions.

If you rearrange furniture, please place back to the original place. Consumption of alcoholic beverages in cabin is limited to persons of legal age. Illegal drug use is strictly prohibited.

Tenant is solely responsible for items purportedly lost on cabin premises. If requested by the Tenant to return any item left in the cabin, items will be returned by UPS or US Postal Service for a service charge of shipping cost plus \$15.00 handling fee.

When departing at the end of the rental period, Tenant is responsible for taking garbage to dumpsters on Rainbow Circle.

In the case of a need for a repair Tenant will promptly call and text Landlord of repair need. Landlord will, within a reasonable time repair all electrical, plumbing, sanitary, heating, air conditioning, and other facilities and major

appliances supplied upon notification by Tenant. On an individual case basis Landlord will determine what refund, if any, will apply in relation to any repair issue.

The cabin is equipped with a lock box. Instructions will be sent to you along with the code before your arrival. g. Place gate access card, if applicable on hook near front entrance door prior to leaving.

TENANT AGREES TO ALL TERMS AND CONDITIONS AND WILL PAY ANY DAMAGES OR FEES WITHIN 10 BUSINESS DAYS OF NOTIFICATION. THE LANDLORD MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION.

**TENANT:**

**LANDLORD:**

\_\_\_\_\_  
*Name of Tenant (Print)*

Elizabeth Fister,  
\_\_\_\_\_  
*Name Landlord*

\_\_\_\_\_  
*Signature of Tenant*

\_\_\_\_\_  
*Signature of Landlord*

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE