

VACATION RENTAL AGREEMENT

Reservation # _____

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.

**Agent: Mountain Vacations (dba Fox Cabins)
PO Box 1322, Whittier, NC 28789**

Tenant: _____

Agent, as agent of the owner, rents to Tenant, and Tenant rents from Agent, the vacation property (Cabin) below on the terms contained in this Agreement.

1. **Cabin Name:** _____
Address: _____

2. **Term:**
The term of this agreement shall be for a total of _____
The term of the lease BEGINS on _____ @ _____ local time.
The term of the lease ENDS on _____ @ _____ local time.

3. **Rent:** Tenant agrees to pay rent for the Property for the entire term of this Agreement in the amount of _____ in accord with the Financial Terms set forth paragraph 4. Such payment is for the number of occupants and permitted pets listed on the attached Appendix A

4. Financial Terms:	Amount
Base Rent	_____
Pet Rent	_____
Extra Person Rent	_____
Total Rent	_____
*Taxes	_____
**Security Deposit	\$ (credit card hold)
TOTAL	_____

* Tax rates are calculated as of the time of this Agreement. Tenant shall be responsible for payment of all applicable taxes according to the rates in effect at the time of occupancy.

** A Damage Deposit hold of \$200 (\$400 if bringing a pet) will be secured against your credit card at the start of your stay. This is not a charge and will not show on your credit card statement. Per North Carolina statutes, deposits may be applied to actual damages, theft, or unpaid charges caused by the Tenant, their family or guests. It may also be applied to any action or failure to perform as outlined on Appendix B (Rules Sheet). Upon arrival, please report any problems or damages or we must assume these occurred during your stay. Deposit may also be used for lost keys/locksmith charges, telephone charges, movie charges, check fees, unauthorized pets on premises, smoking, trash removal, excessive cleaning fees, for expenses resulting from agreement violations or for too many guests. Charges could exceed the deposit amount and may result on a larger charge to your credit card.

5. **Disbursement of Rent and Third Party Fees.** Tenant authorizes Agent or owner to disburse up to fifty percent (50%) of the rent set forth in paragraph 3 to the owner (or as the owner directs) prior to Tenant's occupancy of the Property, and the balance of the rent upon the commencement of the tenancy, a material breach of this Agreement by Tenant, or as otherwise permitted under the Vacation Rental Act. Tenant also authorizes Agent or owner to disburse prior to Tenant's occupancy of the Property any fees owed to third parties to pay for any goods, services, or benefits procured by Agent or owner for the benefit of Tenant, including but not limited to any fees set forth herein payable to Agent for reservation, transfer or cancellation of Tenant's tenancy. Tenant agrees to pay a processing fee in the amount of \$40.00 for any check of Tenant that is returned for any reason.
6. **Security Deposits.** Any security deposit provided for in paragraph 4 may be applied to actual damages caused by Tenant as permitted under the Tenant Security Deposit Act. In addition, Agent or owner may deduct from the security deposit the amount of any unpaid long distance or per call telephone charge and cable television charges that are not specifically described in this Agreement (including any addendum to this Agreement) as being included with the Property. Agent or owner shall apply, account for, or refund Tenant's security deposit within 45 days following the end of the tenancy.
7. **Trust Account.** Any advance payment made by Tenant shall be deposited in a trust account with United Community Bank, Bryson City, NC 28713. Tenant agrees that any advance payment may be deposited in an interest-bearing account and that any interest thereon shall accrue for the benefit of, and shall be paid to, the owner (or as owner directs) as it accrues and as often as is permitted by the terms of the deposit.
8. **Tenant Duties.** Tenant agrees to comply with all obligations imposed on Tenant by the North Carolina Vacation Rental Act with respect to maintenance of the Property, including but not limited to keeping the Property as clean and safe as the conditions of the Property permit and causing no unsafe or unsanitary conditions in the common areas and remainder of the Property that Tenant uses; and notifying Agent or owner in writing of the need of replacement of or repairs to any smoke detector, and replacing the batteries as needed during the tenancy. Tenant agrees not to use the Property for any activity or purpose that violates any criminal law or government regulation. Tenant's breach of any duty contained in this paragraph shall be considered material, and shall result in the termination of Tenant's tenancy.
9. **Agent's/Owner's Duties.** Agent or owner agrees to provide the Property in a fit and habitable condition. If at the time Tenant is to begin occupancy of the Property, Agent or Owner cannot provide the Property in a fit and habitable condition or substitute a reasonably comparable property in such condition; Agent or Owner shall refund to Tenant all payments made by Tenant. Agent or Owner shall conduct all activities in regard to this Agreement without regard to the race, color, religion, sex, national origin, handicap or familial status of any tenant
10. **Cancellation.** In the event of a cancellation by Tenant and if the Property is re-rented on the terms set forth in this Agreement, Tenant shall receive a refund of all payments made by Tenant, less an administrative fee of \$ 75.00. If the Property is not re-rented on the terms set forth in this Agreement, Tenant will not be entitled to a refund of any rent payment made under this Agreement. Whether or not the Property is re-rented, Tenant, rather than Agent or Owner shall be responsible for seeking reimbursement of any fees paid by Tenant to Agent or Owner for goods, services, or benefits procured by Agent or Owner from third parties for the benefit of Tenant that may have been paid out prior to Tenant's cancellation.
11. **Transfer of Property.**
 - A. If the owner voluntarily transfers the Property, Tenant has the right to enforce this Agreement against the new owner of the Property if Tenant's occupancy under this Agreement is to end 180 days or less after the new owner's interest in the Property 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 new owner agrees in writing to honor this Agreement. If the new owner does not honor this Agreement, Tenant is entitled to a refund of all advance rent paid by Tenant (and other fees owed to third parties not already lawfully disbursed.) Within 10 days after transfer of the Property, the new owner or the new owner's agent is required to (1) notify Tenant in writing of the transfer of the Property, the new owner's name and address, and the date the new owner's interest was recorded; and (2) 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, assignment, death, appointment of a receiver or otherwise, the owner, or owner's agent is required to transfer all advance rent paid by Tenant (and other fees owed to third parties not already lawfully disbursed) to the new owner within 30 days, and notify Tenant by mail of such transfer and of the new owner'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 new owner in the Property, and the new owner has not agreed to honor this Agreement, all advance rent paid by Tenant (and other fees owed to third parties not already lawfully disbursed) must be transferred to Tenant within 30 days.
 - C. If the owner's interest in the Property is involuntarily transferred prior to Tenant's occupancy of the Property, the owner is required to refund to Tenant all advance rent paid by Tenant (and other fees owed to third parties not already lawfully disbursed) within 60 days after the transfer.

12. **Mandatory Evacuation.** If State or local authorities order a mandatory evacuation of an area that includes the Property, 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 Property because of the order. However, Tenant will not be entitled to a refund if, prior to taking possession of the Property, Tenant refused insurance offered by Agent or Owner that would have compensated Tenant for losses or damages resulting from loss of use of the Property due to a mandatory evacuation order or Tenant purchased such insurance from Agent or owner.
13. **Expedited Eviction.** If the term of this Agreement is 30 days or less, the expedited eviction procedures set forth in the North Carolina Vacation Rental Act will apply. Tenant may be evicted under such procedures if Tenant: (1) holds over in possession of the Property after the term of this Agreement has expired; (2) commits a material breach of any provision of this Agreement (including any Addendum to this Agreement) that according to its terms would result in the termination of Tenant's tenancy; (3) fails to pay rent as required by this Agreement; or (4) has obtained possession of the Property by fraud or misrepresentation.
14. **Indemnification and Hold Harmless; Right of Entry; Assignment.** Tenant agrees to hold harmless Agent and Owner 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 the Agent or the Owner or the failure of the Agent of the Owner to comply with the North Carolina Vacation Rental Act. Tenant agrees that Agent or Owner or their respective representatives may enter the Property during reasonable hours to inspect the Property, to make such repairs, alterations, or improvements as Agent or Owner may deem appropriate, or to show the Property to prospective purchaser or tenants. Tenant shall not assign this Agreement or sublet the Property in whole or part without written permission of Agent or Owner.
15. **Pets.** Unless otherwise specifically permitted in this Agreement and charged in paragraph 4 above, no pets shall be allowed on the Property. Tenant's breach of this provision shall be considered material and shall result in the termination of Tenant's tenancy. Refer to Appendix B.
16. **Other.** No Loud noise, loud music, firearms, fireworks, house parties nor obnoxious, dangerous, or unlawful behavior will be tolerated.
17. **Addenda.** Tenant agrees to provide all of the information as requested on the Tenant Data Sheet (Appendix A). Tenant agrees that Tenant has received and read Rules Sheet (Appendix B). Appendix A & B shall constitute an integral part of this Agreement.

By signing below, the Tenant agrees that he/she understands all the terms and conditions as set forth in this Agreement, and agrees to abide by them.

Electronic Signature (typed name) is valid.

TENANT:

Date: _____

Date: _____

AGENT:

Alan R Miller

Date: _____

Reservation # _____

TENANT DATA SHEET (APPENDIX A)

Reservation # _____

(Please Print)

Tenant Name(s) _____

Address _____

E-Mail Address _____

Home Phone _____ -- _____ --

Work Phone _____ -- _____ --

Cell Phone _____ -- _____ --

Vehicle (Yr/Make/Model) _____

PETS: We will be bringing a pet (yes) _____, We will NOT be bringing a pet (no) _____
(Required Yes or No above)

Pet Type _____ Name _____ Size (lbs) _____
(If additional rent paid)

Please List **ALL Occupants, including yourselves** (Additional Rent if over cabin standard capacity)

	<u>Name</u>	<u>Age</u>
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____

RULES SHEET (APPENDIX B)

- CHECK-IN TIME IS AFTER 3 P.M.** local Eastern Time and **CHECK OUT IS BEFORE 10 A.M.** local Eastern Time. **NO Early Check-ins. NO Late check-outs.** Many times our housekeepers need to prepare the cabin for the next guest who will be arriving later the same day that you are leaving.
- Cabins are **NON SMOKING**. Please restrict smoking to outside and clean up cigarette butts and materials from the grounds. Burn marks on the outside furniture, decks and railings will cause loss of your deposit.
- PETS** are permitted only with prior approval and **only in specific cabins**. Additional pet rental and additional Damage Deposit on your credit card will apply. Any pets residing on the property that have not been pre-approved shall result in the termination of Tenant's tenancy, loss of security deposit in full and may be subject to additional fees. Evidence of any pet being in the hot tub will be cause for loss of security deposit in full and may be subject to additional fees. Pet owners are responsible for cleaning up of any/all pet refuse. Pets are not allowed on furniture at any time. Any evidence of pets on furniture will be subject to additional fees. All pets must be up to date on rabies vaccinations and all other vaccinations and must be free from fleas. All pets are to be treated with Advantage or similar topical flea and tick repellent three days prior to arrival. The cabin owners assume no responsibility for illness or injury that may incur to pets or humans while on the premises.
- No rentals to **STUDENTS OR SINGLES UNDER 25** unless accompanied by an adult guardian or parent.

5. **OWNER'S STORAGE** areas for personal items are reserved for the use of the Owner. Occupant understands that certain locked areas of the rental unit are private and not for use by the Occupant.
6. **TRASH:** When departing, all trash must be removed from the cabin. See Trash Page in the Cabin Manual for location of the trash site on our property. All trash should be bagged and there should be no open liquids left in the trash.
7. **ADDITIONAL CLEANING CHARGES** against your deposit will be assessed for abnormal or disrespectful occupancy conditions. Examples include, but are not limited to, the following:
 - Unsupervised pets or kids (pet waste, glitter, glue, wax, BB's, silly string, paintball damage, etc)
 - Rearranging furniture where more than 1 person is needed to restore
 - Unusually foul or excessive garbage left in or around cabin (oyster shells, fish guts, strewn litter, vomit, soiled diapers, food in hot tub, cigarette butts, etc)
 - Pets on furniture (and other violations of our pet policy) or evidence of cigarette smoke inside
8. A **PHONE** is provided for local and US long distance calls and receiving messages. Cell phone service may or may not be available **depending on your provider.**
9. The **SATELLITE TV** provides local stations as well as many cable networks. Unauthorized use of pay-per-view stations will result in deductions from your deposit.
10. **We provide:** Dishes, kitchen utensils, cookware, bed linens, blankets, pillows, towels.
11. **You provide:** We recommend that you bring or purchase consumable supplies (paper products, trash bags, soap, detergent and toiletries). There will be a "starter amount" of these when you arrive, but it is not meant to last your stay. If there is a wood burning fireplace, fire pit or charcoal grill at your cabin, you will need to supply the fuel.
12. Place all dirty **DISHES** and soap in Dish Washer and Start prior to leaving.
13. **TOWELS** that are used are to be removed from the **racks and** put in the bathtub
14. **LINENS:** Please do not make up or strip the beds on departure.
15. **LOCK Cabin front door when leaving. (Press LOCK on keypad on front door.)** If you have been given access to the lock box, be sure to return the key to the lock box
16. **Cancellation Policy:** Due to the nature of our business, and the fact that people generally book our cabins well in advance, we require a minimum of 30 days notice in order to give a full refund of your deposit, less a \$75.00 cancellation fee. If you must cancel your reservation with less than 30 days notice of your arrival date, and we are able to re-rent your cabin in full, we will be happy to refund your deposit, less the \$75.00 service charge. In the event of an early departure, bad weather or poor road conditions, we cannot provide a refund.
17. **ITEMS LEFT BEHIND** can be shipped back to you, if you agree to pay the shipping charge (UPS or USPS) plus a \$10 service charge.