

High Rock View Cabin 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 the 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.

1. RENTAL FEES: We require full payment at time reservation is made plus a \$25.00 dollar reservation fee. A Cherokee County Occupancy Tax of 3% and NC State Tax of 7% are added to all Rental Fees.
2. We trust that our guests are responsible and we do not require a security deposit. For verification of your identity, we will ask you during the registration process to provide your credit card number with name and billing address. Guests are financially responsible for all damages and any additional cleaning fees if necessary. Should housekeeping find the house in an unacceptable condition, photos will be taken and we will charge your credit card or bill you for damage repairs, replacement of missing contents, expenses resulting from agreement violations, such as phone calls, internet charges, movie charges, check fee, trash left in the cabin, dirty dishes left unwashed, or unacceptable conditions of unit on departure. Inventory will be taken. Your card will credited the cost of the item missing plus a \$50 service fee.
3. RETURNED CHECK FEE: There is a \$30 returned check fee for all returned checks.
4. CANCELLATION POLICY AND REFUNDS: We know plans can go astray. However we rely primarily on advance reservations, and cancellations cannot readily be filled. So to be fair to all concerned, our policy is as follows: The reservation fee is not refundable. Any Rental Fees paid are refundable, if the reservation is cancelled at least 45 days prior to the arrival date, if you cancel during the 45 days prior to your arrival, you will forfeit all rental fees collected. If the canceled reservation is rebooked, we will refund your forfeited Rental Fee after the end of that rental. No shows will be charged in full.
5. CHECK-IN & CHECK-OUT TIMES: Check in time begins at 3:00pm EST. While we make every effort to have your cabin ready, there may be a delay during peak season and your patience is appreciated. Check out time is by 11:00am EST. An additional night stay will be charged for late check outs.
6. MAP & DOOR CODE: We will e-mail you the door code and a map to the cabin prior to arrival.
7. PHONE: The phone number to your unit is listed below and on the map provided before check-in. All cabins have long distance blocks and will require a long distance calling card. You will be able to make local calls and dial 911 if necessary.
8. MEDICAL AND FIRE EMERGENCIES: Call 911 for all medical or fire emergencies, in case of fire or house damage also contact housekeeping service after contacting 911. The closest hospital is Murphy Medical at Peachtree on Hwy 64 west near Murphy, NC.
9. SMOKE DETECTORS: Upon arrival please verify the proper functioning of the smoke detectors and notify housekeeping of the need for replacements of or repairs to a smoke detector.
10. EMERGENCY CONTACT INFORMATION: The housekeeping service is available for emergencies 7 days per week via the telephone number posted in the cabin.
11. MAINTENANCE: Maintenance and cleaning services are performed by the housekeeping service (HS). They can be reached via the phone number posted in the cabin. Please report any problems or damages in your unit the day of check-in to HS, 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 (light bulb burns out in a non-reachable place, leaky faucet, toilet runs, oven burner not working, ECT.) Please notify HS during regular business hours. It may be necessary for them to enter the unit during reasonable hours to perform minor repairs and maintain the hot tub. Tenants are not required to be on premises.
12. UPON DEPARTURE: Please ensure that: the thermostat is set to 60 degrees when on the heat setting and 85 degrees on the cool setting. Be sure that all windows are in their locked position and doors are securely pulled tight and locked. Additionally, turn off all lights to conserve energy.

13. **TENANT RESPONSIBILITIES:** Each cabin comes fully furnished, including dishes, silverware, cookware, and linens (towels, bath mats, sheets, dish towels). You provide all paper products (paper towels, toilet paper, and napkins), trash bags, soaps. You are required to wash all dishes, remove any/all items from the refrigerator, and remove your trash. Please treat each unit as if it were your own. Do not rearrange the furniture. The owner and housekeeping are not responsible for any items left in a cabin by a tenant, if housekeeping is requested by tenant to pick up and return any item left in a cabin, items will be returned (if they can be found) by UPS or US Postal Service for a service charge of \$30.00.

14. **RENTAL POLICIES:** We cater to families and strive to provide an upscale family mountain vacation rental experience. The following rental policies are there to establish and to ensure a quality vacation for all guests. Please do not request any exception to these policies:

15. Minimum age required to rent the house is 21 years and the person who books the house rental must stay at the house for the entire rental period. Sub-leasing or parents renting for their children under the age of 21 is NOT allowed.

16. **NO SUB-LEASING:** It is against policy for you to sub-let your unit. Example: Should you reserve a unit for a month, it is expected that you will be there. Not you for several days, then your neighbor, relative, employees, etc. for several days or weeks to make up the month.

17. **NO STUDENT GROUPS OR HOUSE PARTIES OF ANY KIND:** No house parties allowed, no family reunions, no weddings / receptions, no 'spring break' parties. If guests are found to be having a party in the cabin, everyone will be asked to vacate the premises. No refunds will be given.

18. **MAXIMUM OCCUPANCY:** 4 Adults maximum. Please adhere to the maximum occupancy advertised for the unit. No mobile sleeping units including tents are permitted at the cabin for additional housing.

19. **NO PETS ALLOWED:** Sorry... we love pets too, but many guests are allergic to them, therefore absolutely no pets. Tenants bringing pets will be required to leave without refund and will have to pay an additional \$150 cleaning fee.

20. **SMOKING** inside the cabin is not permitted. If you smoke outside, please extinguish all cigarettes and dispose of them properly to prevent a fire hazard and keep the grounds clean.

21. **TRASH** must be deposited in the outdoor trash container. Please do not leave trash bags on decks as it attracts wildlife and insects.

22. **NO CAMPFIRES:** Remember, you are on private property and fire is a threat to the area. Should you start a fire and it gets out of control you will be held personally and financially responsible.

23. Rental will be forfeited with the loss of all remaining rent and deposit fees if the above house policies are not followed.

24. **AMENITIES** are not guaranteed. There are **NO REFUNDS** for the malfunction of any equipment including but not limited to air conditioning, TV, hot tub, appliances, power outages, and telephone service. Every effort has been made to ensure all equipment is in working order. Please report any inoperative equipment to housekeeping. Owner, agent, housekeeping, and / or subcontractors may enter premises during reasonable hours to perform maintenance. We also feel that our web-site provides you with ample information regarding the features, and conditions of the cabin, therefore, we will not refund any portion of your rental fee upon arrival, but we will try to accommodate any reasonable request.

25. No refunds due to early departure. This includes departures due to inclement weather. All guests are financially responsible for the entire booking once the reservation has been made.

26. No refunds due to weather, road conditions, change of plans, or early departures. During your winter visits, stay tuned to TV/Radio/Weather stations for storm warnings or watches. Depending on the severity of the storms and your location, it is your responsibility to take necessary precautions. We are not responsible for damages incurred due to weather or cost to evacuate your family or vehicles. If housekeeping service is required to assist you in evacuation due to snow you will be charged for their services.

27. **DRIVING CONDITIONS:** Mountain roads can be tough at anytime of the year. We do not guarantee any road surface conditions. Most roads in our area are well maintained, but they are curvy and steep. This cabin has gravel roads, while these

roads are routinely maintained; they may be bumpy at times. In the late fall, winter, early spring it is not uncommon to occasionally have hazardous road conditions. Winter road conditions and maintenance are not guaranteed. No refunds due to road conditions. You are responsible for your transportation. We cannot provide any transportation for guests nor are we responsible for any towing charges you may incur during your stay.

28. **HOT TUBS:** Hot tubs will be inspected after each rental. If any item such as food, alcohol, soaps, or bath products, ect are found in the hot tub, you will be charged an excessive cleaning fee of \$150. Damage to any cover will result in a \$350 charge. Covers should remain on the hot tub at all times when not in use. Children under the age of 16, pregnant women, and persons with heart conditions or skin sensitivities should not use the hot tubs.

29. **EVICTION:** According to Section 42A-23 of the North Carolina Vacation Rental Act, a tenant staying for 30 days or less, may be evicted "In an expedited eviction proceeding if the tenant does any of the following: (1) Holds over possession after his or her tenancy has expired; (2) Has committed a material breach of the terms of the vacation rental agreement that, according to the terms of the agreement, results in the termination of his or her tenancy.

30. **CUSTOMER COMMENTS:** We hope you enjoy your stay in the beautiful Smoky Mountains. In our efforts to improve our service, we welcome any comments you may have about your stay.

31. **GENERAL STATEMENT:** All information contained herein is considered to be accurate and truthful. The Homeowner and housekeeping assume no responsibility and shall have no liability whatsoever for errors, including without limitations, typographical errors and or omissions. Rates, furnishings, and amenities are subject to change without notice. In the event a home is unavailable for rental due to fire, water damage, acts of nature, ect we will do everything possible to find you equal accommodations. If we are unable to do this all deposits will be refunded. The renter fully understands that: the homeowner and housekeeping is not responsible or liable to renter for loss or theft any of the renter's personal property, accidents, injury, or damage of any nature from any cause to renter (including guest, licenses, or invitees) or acts of God, weather, road travel or skiing conditions or other recreational activities, or items removed or changed in the home. Guests hereby agree to INDEMNIFY and hold the homeowner and housekeeping harmless from any and all claims including those of third parties, arising out of or in anyway related to guests use of premises or the items of personal property provided therein. Guest assume the risk of injury or other losses relating to any recreational activities and will hold the home owner and its agents harmless with respect there to.

32. **Limitations of Remedies, Damages, and Indemnity:** If agent/owner is forced to resort to employment of legal counsel, litigation, or professional collection services in the collection of any amounts due agent/owner under this agreement, tenant shall be responsible for all costs of litigation and collection including, but not limited to, reasonable attorney fees if agent/owner prevails in said legal action.

33. Every effort is made to ensure all information in Owner's advertising is accurate and complete. However, owner cannot be held responsible for typographical errors, omissions, price changes, and other changes made by owners with in the unit.

34. Notwithstanding any other assurance to the contrary, this lease is not binding or effective until signed by tenant and agent/owner, and advanced Rent payment (reservation fee and sales tax) is received by agent/owner.

35. Tenant is responsible for abiding by all rules, regulations, and instructions in the Lease Agreement and or posted in the unit. Any exceptions to the above-mentioned rules, regulations, and instructions must be approved in writing in advance by the owner.

36. If at the time tenant is to begin occupancy of the property, agent or owner cannot provide the premises in a fit and habitable condition, or occupancy is unavailable for some unavoidable reason, agent or owner will make efforts to substitute a reasonably comparable property for occupancy. In the event that agent or owner is unable to do so, tenants exclusive remedy shall be a refund to tenant of all payments made. Tenant expressly acknowledges that in no event shall agent or owner be held liable for any consequential or secondary damages, including but not limited to, any expense incurred as a result of travel, costs of re-renting, ect. Tenant must submit any complaint regarding accommodations to owner, in writing, prior to checkout for consideration by owner. The tenant agrees to release, indemnify, and hold harmless the owner from and against any and all liability for injury to the person or tenant or any member of his household resulting from any cause whatsoever, except only such a personal injury caused by the negligence or intentional act of the owner. This indemnification includes any and all costs and expense that may accrue to owner, or agent including reasonable attorney's fees.

37. In the event the property subject to this agreement is voluntarily transferred by owner, agent will advise tenant of transfer of property in accordance with Sec. 42A-19 of the NC Vacation Rental Act.

38. Agent, the property owner, or their representative has the right to enter the premises during tenancy to inspect, make repairs, or show property for sale. We do business in accordance with the Federal Fair Housing Law (The Fair Housing Amendments Act of 1988)

Renter: Name: _____

Address: _____

Phone: _____

E-mail: _____

Total Number in the party: _____

Check-in date _____ Check-out date: _____

Renter Signature: _____ **Date:** _____