

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.

Real Estate Agency **Distinctive Mountain Lodging** ("Agent")
 Address: P. O. Box 563, Lake Lure, NC 28746
 Telephone: 828-625-9500 Fax: 828-625-9543 Email: lodgingd@bellsouth.net

Tenant: _____
 Address: _____
 Telephone: _____ E-mail: _____

Agent, as agent of the owner, hereby rents to Tenant, and Tenant hereby rents from Agent, the vacation property described below (referred to hereafter as the "Premises") on the terms contained in this Agreement.

1. **Premises.** City of _____ County of _____
 Name of Premises: _____ Street Address: _____
 Confirmation #: _____ Other Description: _____
2. **Term.** BEGINS: _____ ENDS: _____ (insert dates *and* times).
3. **Rent.** Tenant agrees to pay rent for the Premises in the amount of \$ _____ in accordance with paragraph 4 below.

4. **Financial Terms.**

<u>Description:</u>	<u>Amount:</u>	<u>Due:</u>	<u>Description:</u>	<u>Amount:</u>	<u>Due:</u>
Advance Rent	\$		Security Deposit	\$	
Rent Balance	\$		Other Fees:	\$ _____	_____
Adv Res. Fee	\$		_____	\$ _____	_____
Property Protection	\$				
Advance Tax*	\$		_____	\$ _____	_____
Tax Balance*	\$ _____		_____	\$ _____	_____
TOTAL:	\$		Total:	\$	

**If trip interruption insurance is not desired, initial here _____.* NOTE: Tenant's decision with respect to the purchase of trip interruption insurance will affect Tenant's rights in the event of a mandatory evacuation. See paragraph 12 below.

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

5. **Disbursement of Rent and Third Party Fees.** Tenant authorizes Agent to disburse up to fifty percent (50%) of the rent set forth in paragraph 3 above to the 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 Tenant, or as otherwise permitted under the Vacation Rental Act. **Tenant agrees to pay a \$25.00 processing fee for any check of Tenant that may be returned by the financial institution due to insufficient funds or because Tenant did not have an account at the financial institution.** Tenant also authorizes Agent to disburse prior to Tenant's occupancy of the Premises any fees owed to third parties to pay for any goods, services, or benefits procured by Agent 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.

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6. **Security Deposit.** Any security deposit provided for in paragraph 4 above may be applied to actual damages caused by Tenant as permitted under the Tenant Security Deposit Act. In addition, Agent may deduct from the security deposit the amount of any unpaid long distance or per call telephone charges and cable television charges that are not specifically described in this Agreement (including any addendum hereto) as being included with the Premises. Agent 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 TD Bank located at Arcade Building, Memorial Highway, Lake Lure, NC. ***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.***
8. **Tenant Duties.** Tenant agrees to comply with all obligations imposed by the 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 Agent in writing of the need of replacement of or repairs to a smoke detector, and replacing the batteries as needed during the tenancy. Tenant agrees not to use the Premises for any activity or purpose that violates any criminal law or governmental 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 Duties.** Agent agrees to provide the Premises in a fit and habitable condition. If at the time Tenant is to begin occupancy of the Premises, Agent cannot provide the Premises in a fit and habitable condition or substitute a reasonably comparable property in such condition, Agent shall refund to Tenant all payments made by Tenant. **Agent 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.**
10. **Cancellation.** In the event of a cancellation by Tenant, Tenant shall receive a refund of all payments made by Tenant, less an administrative fee of \$ 50.00 if the Premises are re-rented on the terms set forth herein. If the Premises are not re-rented on the terms set forth herein, Tenant will not be entitled to a refund of any rent payment made hereunder. Whether or not the Premises are re-rented, Tenant, rather than Agent, shall be responsible for seeking reimbursement of any fees paid by Tenant to Agent for goods, services, or benefits procured by Agent from third parties for the benefit of Tenant that may have been paid out prior to Tenant's cancellation.
11. **Transfer of Premises.**
 - (1) If the owner 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 rent paid by Tenant (and other fees owed to third parties not already lawfully disbursed). Within 20 days after transfer of the Premises, the grantee or the grantee's agent 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 Agent 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.
 - (2) Upon termination of the owner's interest in the Premises, whether by sale, assignment, death, appointment of a receiver or otherwise, the owner, owner's agent, or real estate agent is required to transfer all advance rent paid by Tenant (and other fees owed to third parties not already lawfully disbursed) to the owner'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 owner'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 other fees owed to third parties not already lawfully disbursed) must be transferred to Tenant within 30 days.

- (3) If the owner's interest in the Premises is involuntarily transferred prior to Tenant's occupancy of the Premises, 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 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 Agent 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 from Agent.
13. **Expedited Eviction.** If the tenancy created hereunder is for 30 days or less, the expedited expedition procedures set forth in the Vacation Rental Act will apply. Tenant may be evicted under such procedures if Tenant (i) holds over in possession after Tenant'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 Tenant's tenancy; (iii) fails to pay rent as required by this Agreement; or (iv) has obtained possession of the Premises by fraud or misrepresentation.
14. **Indemnification and Hold Harmless; Right of Entry; Assignment.** Tenant agrees to indemnify and hold harmless Agent and the 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 Agent or the owner, or the failure of Agent or the owner to comply with the Vacation Rental Act. Tenant agrees that Agent, the owner or their respective representatives may enter the Premises during reasonable hours to inspect the Premises, to make such repairs, alterations or improvements thereto as Agent or owner may deem appropriate, or to show the Premises to prospective purchasers or tenants. Tenant shall not assign the Agreement or sublet the Premises in whole or in part without written permission of Agent.
15. **Pets.** Unless otherwise specifically permitted in this Agreement (including any addendum hereto), no pets shall be allowed on the Premises. Tenant's breach of this provision shall be considered material, and shall result in the termination of Tenant's tenancy.
16. **Other Terms and Conditions.** Tenant agrees not to exceed maximum overnight occupancy of 8, including children.
17. **Addenda.** Any addenda to this Agreement are described in the following space and attached hereto: [Distinctive Mountain Lodging Addenda to Vacation Rental Agreement](#). Tenant agrees that Tenant has received and read any such addenda, and that they shall constitute an integral part of this Agreement.

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VACATION RENTAL CONTRACT ADDENDUM

This attached Addendum to Distinctive Mountain Lodging ("Agent") Vacation Rental Agreement constitutes an integral part of the Agreement. To the extent that this Addendum is inconsistent with the preceding Agreement, provisions in this Addendum take precedence and control over language and provision of the Agreement. Except as herein modified, the language and provisions of the Rental Agreement shall be binding as written.

Tenant Duties. Tenants must be paid in full 31 days prior to arrival. Tenants are responsible for the cost of their entire confirmed stay. No refunds or credits will be given for early departures, inclement weather, road conditions, power outages, acts of God, criminal activities, economic downturns, political changes, or any other activity, event or condition beyond Agent's control. There will be no refunds, allowances, or rescheduling resulting from these conditions, except in the case of a mandatory evacuation. Tenant's signature on this Rental Agreement, or payment of money, or taking possession of the property after receipt of this Agreement, is evidence of Tenant's acceptance of this Agreement.

Tenant Restrictions. Tenants must be at least 25 years of age. Absolutely no house parties, fraternities, sororities, or school groups. Our homes are rented to family groups and mature persons only. Any reservation obtained under false pretense will be subject to forfeiture of all monies paid, and Tenant will not be permitted to check in. Most homes have locked owner's closets, and these spaces are not included in the rental.

No Smoking: If evidence of smoking inside one of our vacation rental homes is found, tenant will be responsible for a \$150 charge for clean-up and smoke eradication.

If problems during your stay: Call 1-828-625-9500. This number is monitored 24/7 when tenants are in our vacation rental homes.

Check-in/Check-out and Keys: Check-in is after 4:00 p.m. One set of keys to vacation homes is kept in a lock box at the home and Tenants are provided with the access code at check-in. Check-out is by 10 a.m. sharp and Tenant must return key to lockbox upon departure and call rental office to let us know they have departed. If keys are not returned to lockbox on the day of check out, Tenant will be charged \$50 for missing keys. **Late check-outs will be charged the applicable daily rate unless prior arrangements are made.**

Property Protection: In lieu of a refundable Security Deposit we have included in each reservation Property Protection Coverage. **Click here** for additional information. All damages must be reported to Distinctive Mountain Lodging within 24 hours of occurrence or before check-out date.

Trip Cancellation and Travel Insurance: We are pleased to offer our tenants Trip Cancellation and Travel Insurance. **Click here** for additional information.

Ping Pong and Pool Tables: Select homes have ping pong and/or pool tables. Please use care when using these tables in the rental home.

Hot Tubs and/or Jacuzzis: Do not use foaming agents (such as bubble bath, etc.) of any kind. They may cause severe damages to the mechanical parts of the tub and you will be responsible for a cleaning fee of \$50.00 for the removal of the foaming agents. For Jacuzzis or whirlpools, please do not turn on the timer switch for the jets until the tub is filled above the jets, for this will air-lock your jets or burn out the monitor, either of which result in you being responsible for the damage. Hot tub covers are not to be walked on (even by small children), sat upon, or used as sleds. The cost to repair or replace these covers starts at around \$400.00. Misuse or abuse of hot tubs and Jacuzzis is **not** covered by the Property Protection Coverage.

Water and Septic: Most of the homes in our remote location are on wells and septic systems. Septic systems are very effective; however, they will clog if improper material is flushed at anytime. **Feminine products/baby diaper wipes/etc. MUST be disposed of in trash containers rather than by flushing.** Private wells occasionally have a harmless yet distinct odor.

What You Need to Bring: An initial start-up supply of trash can liners, toilet tissue and paper towels is provided. You must bring soap products, additional paper products and trash bags, toiletries, food, and other necessities. You must bring your own beach towels if needed as we do not permit towels or linens to be taken from the home for outdoor activities. There are several small convenience stores in our area and there is an Ingles Grocery store located within an easy distance on Highway 9.

Gas/Charcoal Grills: Gas and charcoal grills have been very difficult to maintain due to abuse and failure to clean by previous guests. We will make every effort to ensure the grill is clean and the tank is adequately full prior to your arrival. We ask that you help us by cleaning the grill after your use. If the tank should run out of gas during your stay, please call us and we will replace it with a full tank.

Insects: You may occasionally encounter small amounts of ladybugs, flies, bees, wasps, etc. A licensed pest control company professionally treats each of our homes on a regular basis, however this is a wooded, mountainous area and occasionally pests make their way inside. No refunds or discounts will be given in these instances.

Pets: Pets are not allowed in any of our vacation rental properties. If we find evidence that a pet has been on the property during your stay, you will be responsible for any additional cleaning, spraying for fleas, and actual damages caused by the pet. In addition, Tenant will be responsible for a \$300.00 pet fee in addition to the charges for actual damages. This is not covered by the Property Protection Coverage.

Cancellations/Transfers: In the event of a cancellation, Tenant will receive a refund of the advance rent deposit, less the reservation fee and a cancellation fee of \$50, if notice of the cancellation is received at least 60 days prior to the arrival date. For later cancellations, the deposit (less the \$50 cancellation fee and the reservation fee) will be refunded **ONLY** if the home is re-rented for the same dates. If the home is not re-rented, **NO REFUND WILL BE GIVEN.** We highly recommend the purchase trip cancellation insurance and an option to purchase two types of trip cancellation insurance will be offered when you book on our website. Requests for a transfer to another rental home must be made more than 60 days prior to arrival and tenant agrees to pay a \$50 transfer fee. A transfer made less than 60 days prior to arrival is treated as a cancellation.

Items Left Behind: Agent and Owners are not responsible or liable for any loss of Tenant's personal property. Please ensure that you have removed all personal items prior to departure. There is a \$20.00 service charge in addition to shipping charges to return personal items.

Liability: In addition to the provisions in Paragraph 14 of the Vacation Rental Agreement, Tenant understands and agrees that hiking, swimming, wading, fishing and canoeing are hazardous activities and Tenant and his/her guests openly assume the risks associated with such hazardous activities. Tenant(s) and their guests expressly agree to indemnify, defend, and hold harmless Agent, its officers and employees, Owners, and their successors and assigns for any claim arising out of or incident to their participation in any hazardous activities, unless claim is caused by the sole negligence or willful misconduct of Agent, its officers and employees, or Owners. Tenant(s) and their guests also further understand that it is a N.C. Wildlife & Fisheries requirement that each inhabitant in a watercraft must have a life vest in the watercraft, and that children under 13 must be wearing a life vest at all times. Tenant(s) and their guests expressly agree to not swim farther than 50 feet from the shore of any body of water unless accompanied by an observer in a boat. Tenant(s) and their guests understand that a N.C. fishing license and trout stamp is required.

Small Outdoor Fires: When an area burning ban is in effect, bonfires are prohibited even in outdoor fire pits. Contact 828-625-9500 for information on any burning bans before lighting an outdoor fire. Outdoor fires are only permitted in outdoor fire pits that are approved by the Fire Chief. If your rental home does not have a fire pit, then outdoor fires are prohibited.

Trash Disposal. All household waste & trash must be placed in outside cans with lids securely fastened.

Parking. Only park vehicles in designated areas on the vacation rental property. Do not park in the roadway or on neighbor's property. There is additional public parking at the Arcade Building, which is across the street from the Lake Lure Marina and Beach.

Personal Conduct: Unreasonably loud noise is prohibited throughout the Town. Please observe quiet hours after 10 p.m. Behavior deemed disorderly and causing a disturbance to the public is prohibited. These regulations will be strictly enforced.