

VACATION RENTAL AGREEMENT

This Vacation Agreement ("Agreement") is a legal agreement between Tammy Gallagher ("Owner") and you, the Tenant ("Tenant") regarding the use of the Property located at 122 Lakeledge Circle, Beech Mountain, North Carolina, 28604, along with its' contents ("Home").

This Agreement is entered into as of the date when the Tenant places their reservation online and the reservation is screened and accepted by the Owner. The Owner will notify the Tenant by email when their reservation is accepted. Owner reserves the right to refuse service to anyone.

Tenant Information

Name: _____
Street: _____
City, St, Zip: _____
Cell Phone: _____
Email: _____

Guest Names

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____

Terms I(we), the Tenant agrees to the following:

- 1. RESERVATIONS: In order to book and hold your reservation, we must receive the Deposit, 50% of the Lease Amount for the entire stay, and signed Agreement. No Agreements will be accepted without the applicable Deposit and 50% of the lease amount.

The balance of the Lease Amount and Cleaning and Linen Service Fee is due two weeks prior to the first day of your term. Failure to pay the balance of the Lease Amount and Cleaning and Linen Service Fee within two weeks of your stay shall result in the termination of this Agreement with all moneys paid, less any Deposit paid, will be retained as liquidated damages.

All Monies due are to be made via PayPal to tam.gallagher@icloud.com.

- 2. LEASE TERM:
 - a. Check in Date - _____
 - b. Check out Date - _____

- 3. MONIES DUE:
 - \$ _____ Deposit
 - _____ 50% Lease Amount

	Balance Due Lease Amount
90.00	<u>Cleaning and Linen Service</u>
	Total Monies Due

Deposit: The Deposit is due with a request for a Reservation through a Lease Agreement. Refund of any deposit money due will be issued within 5 days of the last day of occupancy, unless the Owner notifies the Tenant of damage or other reasons in which the Deposit can be retained by the Owner, consistent with the terms of this Agreement

- \$300 for leases of less than 7 days
- \$500 for leases of 7-30 days
- \$1,000 for leases greater than 30 days

Lease Amount: _____

Cleaning & Linen Service: The home is provided with pillows, linens, blankets, towels, kitchen towels, comforters, hand towels & wash cloths including extras located in closets and cabinets. A cleaning service to clean the house and linens on your departure is included as part of the Total Monies Due.

It is standard for beds (except the futon) to be made for Tenant's arrival as part of the linen and cleaning service. The home is provided with a starter set of toilet paper & paper towels. Owners do not guarantee that these extra items will always be available, and Tenant may need to replenish their own paper goods, toiletries, & laundry detergent, etc.

4. CANCELTION 30 DAYS or LESS before check-in, will forfeit the total rental. The total rental includes all charges on the paid-in-full invoice. Tenant may mitigate this loss by purchasing Travel Insurance or Cancel for Any Reason insurance offered from a third-party provider.
5. CANCELTION 31 DAYS or MORE before check-in, Tenant will receive a refund of the amounts paid less any service fees by third party booking companies like Airbnb or VRBO, travel insurance, or any other non-refundable fee imposed by a party outside of this Agreement.
6. EARLY DEPARTURE - There are NO REFUNDS for EARLY DEPARTURE.
7. WEATHER RELATED CANCELTATIONS - There are NO REFUNDS for snow storms, or other weather conditions, even if airports, roads, etc., are closed (Tenant may obtain Travel Insurance, or Cancel for Any Reason insurance offered by third party providers. Tenant ASSUMES THE RISK).
8. CONDITION OF PROPERTY: Owners have, to the best of their ability, given an accurate description of the property and its condition. Tenant understands that it is considered as reserved "sight unseen". Our cleaning staff will have cleaned it before your occupancy. All electrical, plumbing and appliances should be in working order and any item not working upon arrival must be reported immediately upon check-in. Time is of the Essence. The

failures of operation of certain extra amenities, such as TVs, cable, games, or the Internet and WiFi service are not a basis for any refund. Owner will make every effort to have these items repaired but does not guarantee that they will be repaired during Tenant's occupancy. When you arrive, if you find that the house has not been cleaned to normal standards please notify the Owner immediately. We will do our best to have tradesmen attend to the problems but may not be able to fix everything over holidays and weekends. Under no circumstances will any of the rental money be refunded or returned because of the condition of the house. The Tenant agrees to hold the Owner harmless from any liability for the condition of the house.

9. **CLEANING & REPAIRS:** All homes have a cleaning fee included in the total fees in addition to the lease amount. Please note that cleaning does not include dishes & cooking utensils. If additional cleaning is required after you leave, it will be charged to your credit card. Tenant agrees to keep home, furniture and furnishings in good order. Removing, adding or changing furniture without Owner's written approval shall be deemed a material breach of this Agreement, and is strictly prohibited. Tenant is responsible for cost of replacement of any damage to furniture or premises and replacement of missing items. Under no circumstances can any furnishing or linen be taken outside of the home.
10. **ENTRY OF PREMISES:** With Tenant's permission, which is hereby given, Owner or Owner's representative may enter the premises during reasonable daylight hours without securing prior permission from Tenant but shall give Tenant notice of such entry immediately prior if possible and immediately thereafter. For inventory and maintenance purposes a property management associate of the Owner may need to enter the premises. The same permission procedure applies as above. In any emergency, Owner or Owner's servicing agents may enter the premises at any time without permission of Tenant for the purposes of making repairs to alleviate such emergency. If Tenant abandons or vacates premises, Owner may, at his option, terminate this Agreement, re-enter the premises and remove all Tenant's property.
11. **DAMAGE TO PROPERTY -** Tenant will be completely responsible for any and all damage to the home or property caused by Tenant, whether accidental or due to Tenant negligence.
12. **USE OF LINENS –** Tenant is provided with towels, washcloths, bed linens and other linens. Tenant is responsible for removing bed linens from beds and pillows and placing them in the laundry basket located in the laundry closet, along with all used towels, and wash clothes. Any unused beds shall be left as found. Unused towels shall be left where they were found.
13. **ASSUMPTION OF RISK:** Mountain properties have inherent dangers with large drop off areas, rocks, topography variations, etc., which create additional dangers. The Owner assume no responsibility for accident or injury. Tenant will hold the Owner harmless from any and all bodily injury and/or property damage incurred on or near the property arising out of Tenant' negligent acts or omissions. See disclaimer below.
14. **CHILD PROOFING:** Tenant understands that no special efforts have been made to "childproof" this house and accept the risk or harm to any children we allow on the property and at the Home. These risks are not limited to, but include access to the deck, parking area,

adjacent street, cleaning supplies in the house and plants on the property, patio and on the street, that might be poisonous if ingested.

15. **FURNITURE:** All furniture must be returned to its original location on Tenant's departure and remain in its original condition or an additional charge will be made.
16. **MISSING ITEMS** - Tenant will be charged for any missing items reasonably attributable to Tenant and not returned after notification. The cleaning service performs an inventory/survey of the property after Tenant depart and notifies the Owner of any missing items. Owner will notify Tenant in the event that items were inadvertently taken and provide Tenant the opportunity to return the missing items. An inventory list can be provided upon request.
17. **PERSONAL PROPERTY:** Tenant understands that any personal property of and used by Tenant is not insured by Owner and Owner shall not be responsible for any lost, stolen or missing property of the Tenant or property of Tenant left after check out.
18. **KEYS** - Lost keys will incur replacement costs of \$25.
19. **NO PARTIES** - This is not a party house. The Tenant must be 25 years of age to book this Home. Any special occasions such as weddings, receptions, family reunions or increase of occupants (Guests not registered on registration form) must be disclosed at the time the reservation is made and is subject to Owner's advanced approval and additional fees. Prom parties, fraternity or sorority parties and graduation parties are not allowed at any time. Adults cannot rent property on behalf of underage Tenant, no exception.
20. **NON-SMOKING** - This is a **NON-SMOKING** vacation rental. Evidence of smoking, such as the smell of cigarette or cigar smoke inside the home by the cleaning crew is sufficient basis to charge the Tenant for smoke cleanup and removal from carpeting, AC ducts & filters and furniture. This type of cleanup is expensive, and Tenant is Liable for the deep cleaning Costs incurred.
21. **NO PETS ALLOWED.** If you bring a pet(s), this Agreement will be forfeited, terminated and deposits and all rents and fees will be retained, and a deep cleaning fee will apply.
22. **MAXIMUM OCCUPANCY** - is 6 adults or seven provided that at least one of the guests are under 1 years of age. Beds are only provided for 6. **PARKING** – Parking is limited to no more than 3 vehicles. There are two parking spots in front of the Home at the street, and on street parking is available.
23. **SUBLETTING:** Tenant is not authorized to let or sublet all or any part of the premises nor assign the lease or any interest in it without the prior written consent of the Owner.
24. **HOME GUIDELINES:** Tenant agrees to abide by the Home Guidelines which can be found at <http://www.beechrental.com/leasing-information/> as well as in the Welcome Book located in the Home.
25. **CHECK-IN & CHECKOUT** - Check-in is at 4:00 PM and checkout is 11:00 AM. A late checkout is subject to extra rental charges at the rate of \$100/hour after a grace period of 30

minutes. Tenant may arrange for extra nights in advance to avoid any late checkout fees. Extra nights are charged at the daily rate and may be granted if available. If Tenant is not present when cleaning crews arrive and have left their possessions in the house, cleaning crews will collect their possessions and remove them from the premises in order to prepare the unit for incoming guests and Tenant will be charged \$150 for this service. PLEASE checkout promptly, the cleaning crews have a very short time window to prepare the home for new Tenant.

26. CHECK-OUT PROCEDURES – Tenant is responsible to complete the check-out procedures noted <http://www.beechrental.com/leasing-information/> and in the Welcome Book located in the Home.
 - a. Dirty Dishes – are to be washed prior to departure. Load them into the dishwasher and run the dishwasher prior to leaving. Don't leave dishes, flatware, pots and pans, etc. in the sink.
 - b. Food – All food other than unopened non-perishables are to be removed from the refrigerator, cabinets, pantry and completely removed from the home.
 - c. Trash - is to be in a sealed plastic bag prior to placing it in the trash cans located at the street and secured to the trash bin to ensure that the trash is secured from animals. No food debris is allowed in the outdoor trash bins.
 - d. Electricity – Turn off all lights and ceiling fans. Reset thermostats to 55 degrees F.
 - e. Security – Lock all doors, sliders and windows.
 - f. Linens - Used linens are to be left in the laundry basket as noted above.
27. HOLDING OVER: Because of the nature of Owner's business (short term winter and summer recreational rentals) Tenant understands, and is hereby put on notice that any unauthorized "holding over" of the property past the stated rental period could severely jeopardize Owners business and cause loss of rental income from other previously booked Tenants, temporary and/or permanent loss of business, goodwill and reputation and, among other things, could force Owner to breach an agreement with similar short term summer and winter recreational Tenant(s) who may have reservations during Tenant's unauthorized "holding over" period. In the event, Owner may be legally liable in damages to said other Tenants. Tenant should be aware that unauthorized "holding over" has been construed as a factor in establishing "malicious continuing occupation" of rental property, which may entitle Owner to treble damages in any unlawful detained action. Tenant also recognizes the unauthorized "holding over" could be grounds in court as a cause of action for intentionally interfering with Owner's prospective business advantage. In addition, we will charge \$100.00 an hour past 10:30 a.m. on day of check out.
28. RELATIONSHIP OF PARTIES: It is specifically agreed and understood that the relationship between the parties herein shall be deemed to be of proprietor and lodger or Tenant as

opposed to a relationship of Owner/tenant. Tenant specifically waives and make inapplicable to this lodging the provisions of North Carolina Owner/tenant Law.

29. OWNER DISCLOSURE: Owner discloses that she is a North Carolina licensed real estate broker. However, she is acting in the capacity of owner, not real estate broker on this transaction. Additionally, although pets are not allowed, this is not a pet free property and those allergic to dogs should not reserve this Home.
30. REMEDIES: In the event of a default to the Agreement, particularly, but not limited to Tenant's unauthorized "holding over" or those acts mentioned above in this Agreement, and in addition to all other rights and remedies Owner may have at law, Owner shall have the option, upon written notice or as the Law may hereinafter provide, Owner may immediately re-enter and remove all persons and property from premises. In such an instance, the Agreement will be terminated, and Owner shall be entitled to otherwise recover all damages allowable under the Law. The Tenant, as part of the considerations of this special rental, in recognition that this property is booked in advance by other Tenants throughout the year, hereby waives all claims for damages that might be caused by Owner; re-entry and taking possession of premises or removing or storing property as herein provided, and will hold Owner harmless from loss, costs and damages occasioned thereof, and no such re-entry shall be considered or construed to be a forcible entry as defined in the North Carolina Code of Civil Procedure or other similar statutory provisions. Further, if for any reason Owner is unable to deliver possession of the premises to Tenant at the commencement of the term specified in the Agreement, Owner shall refund amounts paid by Tenant, but shall not be liable for any other damages caused thereby.
31. ATTORNEYS FEE/DEFAULT: If any legal action or proceeding (including default, non-payments, etc.) arising out of or related to this Agreement is brought by either party to this Agreement, the prevailing party shall be entitled to receive from the other party, in addition to all other relief that may be granted, the reasonable attorney's fees, costs and expenses incurred in the action or proceeding by the prevailing party.
31. INDEMNIFICATION: Tenant agrees to indemnify and hold harmless Owner for any liability arising before termination of this Agreement for personal injuries or property damage caused by the negligent, willful or intentional conduct of Tenant(s). This indemnification Agreement does not waive Owner's duty of care to prevent personal injury or property damage when that duty is imposed by law.
32. PRIOR AGREEMENTS: No prior agreement or understanding not contained in writing herein shall be effective. Furthermore, Owner, other than what is specifically written and set forth herein, makes no other or further representation regarding the nature, character and quality of the premises to be rented, and no representation shall be deemed to exist or be material unless and until it is reduced to writing and signed by the parties. This Agreement may be modified in writing only and must be signed by the parties in interest at the time of the modification. It constitutes the entire Agreement of the parties. If any provision in this contract held by any court to be invalid, void or unenforceable, the remaining provisions shall never the less continue in full force.

33. FORUM SELECTION, JURISDICTION, LAW AND VENUE– The parties agree to the exclusive jurisdiction and venue of the District Court of the State of North Carolina for Mecklenburg County and/or Municipal court for the city of Charlotte for the resolution of all disputes arising under this Agreement. The sole and exclusive venue (i.e. place where lawsuit may be filed) for any legal proceedings shall be in the County of Mecklenburg county, North Carolina. Tenant expressly waives any other right or privilege with respect to the election of venue or court (i.e. state or federal) and location of the venue of action. GOVERNING LAW – It is expressly agreed that this Agreement shall be governed and construed by the laws of the State of North Carolina only, irrespective of the state of residency of Tenant.

Disclaimer: Tenant understands that the Owner is not responsible for any personal injury caused by slipping on wet pavement or surfaces, and that Tenant is responsible for exercising care when surfaces are wet or slippery due to weather or use of hoses to wash down areas, and further, that the Owner is not responsible for any personal injury or loss or damage to tenant’s property caused directly or indirectly from foul, inclement weather conditions, Acts of God or nature, failure of heat, accidents related to fire, heaters, stoves, Tenant’ failure to take adequate precautions around wet areas, or any unforeseeable circumstances. Under no circumstances will Tenant or their guests hold the Owners of the Home responsible for any damages or claims of any kind resulting from their stay, except for intentional acts of harm. This Agreement and disclaimer applies to Tenant and all guests in the Tenant’s party. I, the Tenant, have read, understand, agree to, and will abide by this Agreement and all conditions stated herein.

Tenant Name: _____

Signature: _____

Date: _____