

Beech's Vacation Cabins Rental Agreement - Rules and Regulations

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 evictions of tenant. 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.

This Vacation Rental Agreement ("Agreement") entered this day by and between Beech's Vacation Cabins (sometimes referred to as BVC) and the undersigned "Tenant", whether one or more.

Reservation Confirmation : Beech's Cozy Cottage / Beech Mountain, NC

Guest name: _____ ("tenant")

Address: _____

Home Phone: _____

Cell Phone: _____

Work Phone: _____

Fax: _____

Email: _____

Number in party: Adults _____ Children _____

Term Begins: _____ after 3 p.m. Ends: _____ at 10 a.m.

Rent: Tenant agrees to pay rent for the premises in the amount of \$ _____ in accordance to the financial terms below:

Financial Terms:

<u>Description:</u>	<u>Amount:</u>	<u>Due:</u>
Advance Rent	\$ _____	_____
Rent Balance	\$ _____	_____
Cleaning Fee	\$ _____	_____
Security Deposit	\$ _____	_____
*NC Sales Tax (6.75%)	\$ _____	_____
*Beech Mountain Occupancy Tax (6%)	\$ _____	_____
Other Fees	\$ _____	_____
Total	\$ _____	_____

* 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 the time of occupancy.

DAMAGE/SECURITY DEPOSIT - A damage/security deposit of \$300 is required. This must be received at the latest, 14 days prior to arrival. Dates are set forth in the Reservation Confirmation. The deposit is fully refundable within (30) days of departure, provided the cabin, it's contents and surrounding land are left in a condition that meets the Rental Agreement and the following provisions are met:

- > No damage is done to the cabin or its contents, beyond normal wear & tear or the land surrounding the cabin.
- > No charges are incurred due to contraband, pets, or collection of rents or services rendered during the stay. (i.e. long distance phone charges, Pay Per View on cable, high-speed usage)
- > All debris, rubbish, and discards are placed in refuse containers outside & soiled dishes are placed in the dishwasher and cleaned. One load of laundry is washed & being dried. Please don't leave wet laundry in washer or dryer.
- > All keys are left in the lockbox & cabin is left locked, including all windows , doors, & hot tub latched.
- > All charges accrued during the stay are paid prior to departure.
- > No linens are lost or damaged.
- > No early check-in or late check-out.
- > The renter is not evicted by the owner (or representative of the owner) or the local law enforcement.

Guest initials _____

We understand accidents happen, we will be much more understanding hearing it from you than from the cleaning staff. HONESTY IS ALWAYS THE BEST POLICY with us.

1. CHECK-IN TIME IS AFTER 3 p.m. EST AND CHECK-OUT TIME IS 10 a.m. EST. NO EARLY CHECK-INS. Dates are set forth in Reservation Confirmation. This agreement does not create a tenancy or residence. You must depart at the appropriate time. **No refund can be made because of weather or other conditions that BVC cannot control or for early departures.**
2. This is a **NON-SMOKING** vacation rental.
3. PETS are **NOT** permitted in vacation rental under any conditions.
4. **There are absolutely no campfires permitted on premises. Tenant WILL LOSE full security deposit and face immediate eviction.**
5. We will not rent to vacationing students or singles under 25 years of age unless accompanied by an adult guardian or parent. By signing this contract, you are affirming that you are **at least 25 years of age** and will be responsible for the condition in which the property is left.
6. PAYMENT- In addition to this signed Rental Agreement, an advance payment equal to 50% of the rental rate is required within 24 hours of making the reservation (unless the contract is to be returned via mail, in which case 7 days will be allowed). You will receive a confirmation of booking once we receive what is due thus far as stated on your Reservation Confirmation, otherwise the reservation will be cancelled after the 24 hour period (or 7 days if by mail). The balance of the total as stated on the Reservation Confirmations is due fourteen (14) days prior to your arrival. *However, if tenancy is to begin within thirty (30) days, this agreement shall not be effective unless returned with payment in full (rent, tax and all other applicable fees) within 24 hours of making the reservation or 5 days via mail.
7. CANCELLATIONS- A reservation may be cancelled 30 days before scheduled arrival. A refund may be provided within 30 days if accommodation can be re-rented. Otherwise, it will be non-refundable. A \$25 administrative charge will be applied to all cancellations.
8. MONTHLY RESERVATION CANCELLATIONS-Monthly renters must cancel sixty (60) days prior to check-in. Monthly renters who make a change that results in a shortened stay must cancel at least thirty (30) days prior to check-in.
9. MINIMUM OCCUPANCY-This cottage requires a two (2) night minimum stay. Longer **minimum stays** may be required during holiday periods. If a rental is taken for less than two (2) days, the guest will be charged a two-night rate.
10. INCLUSIVE FEES-Rates include a one time linen-towel setup. While linens and bath towels are included in the cottage, daily cleaning service is not included in the rental rate.
11. RATE CHANGES-Rates are subject to change without notice.
12. FALSIFIED RESERVATIONS-Any reservation obtained under false pretense will be subject to forfeiture of advanced payment, deposit and/or rental money, and the party will not be permitted to check in.
13. HOT TUB-No children under the age of 12 permitted in the hot tub at any time. When using the hot tub, remember there is a certain health risk associated with this facility. Use at your own risk. Our housekeepers sanitize and replenish chemicals prior to your arrival. DO NOT use or add any products to the hot tub. (i.e. lotions, oils, bubble bath, etc.) Hot tub covers are for insulation purposes and are not designed to support a person or persons. DO NOT STAND OR SIT ON THE HOT TUB COVER, they will break and you may be charged for replacement. Remember, when not using the hot tub, leave the cover on so hot tub will stay warm. If the hot tubs are left unlatched and lids left open in the winter season, hot tub may freeze, or winds may blow the tops off of the tubs; the tenant will be charged for damages or replacements (amount determined based on damages). Please do not use the bathroom towels for hot tub use. There are beach towels available for your use in the storage cabinet at the back door.

Guest initials _____

14. STORM POLICY/ROAD CONDITIONS- Mountain roads can be curvy & steep. Gravel drives are maintained; however, **snow chains or a 4x4 are a must during snow months.** We are not responsible for snow-covered roads or transportation to and from the rental property. WE DO NOT GUARANTEE ANY WEATHER, ROAD, OR SKI CONDITIONS AND THERE IS NO REFUND AS A RESULT OF EITHER. Transportation is the sole responsibility of the Tenant.
15. GROUPS- Due to the size of this home, groups are not allowed. It will sleep 2-4 comfortably. Any group renting under false pretense will be evicted without refund. Overcrowding of the cabin is strictly prohibited.
16. The hosting of parties, which would increase occupancy in the cabin, on decks, stairs or anywhere on the property is not permitted. RVs are not permitted on the grounds of the cabin at any time. Subletting is also NOT permitted.
17. **Tenant is responsible for paper products, extra garbage bags and extra detergents.** (We do keep it on the premises for personal use, you are more than welcome to use it, but please replace what you use in excess)
18. KEYS- Tenant will receive two (2) sets of keys in lockbox upon arrival. Tenant will be assessed a \$10.00 replacement charge for lost or an unreturned key to lockbox upon departure.
19. All TELEPHONE calls must be collect or credit card calls- Renter is responsible for any and all toll calls charged directly to the phone during renters occupancy as well as a \$25 service charge. PAY PER VIEW charges are to be billed to tenant's credit card directly through Charter Communications.
20. PERSONAL ITEMS- Items left by Tenant on the property after check out are not the responsibility of BVC. However, if items are discovered they will be returned to Tenant if Tenant notifies BVC of missing items within 10 days of check out. Tenant shall pay all S&H charges prior to shipping, may be deducted from security deposit if preferred.
21. CHECK OUT REGULATIONS- Tenant is responsible for washing dishes and returning to cabinet; emptying refrigerator of Tenant's contents; collection of all garbage from throughout the house and placing in bin at top of drive with lid in place; moving furniture back to original location in the respective room. In the winter the heat is to be set at 58 degrees and windows and doors are to be shut and locked upon departure. **There will be a charge of \$25 per hour for anything beyond normal cleaning.**
22. WRITTEN EXCEPTION- Any exceptions to the above-mentioned policies must be approved in writing in advance.
23. INDEMNIFICATION and HOLD HARMLESS; RIGHT of ENTRY; ASSIGNMENT-Tenant agrees to indemnify and hold harmless BVC and the owner from and against all liability for personal injury or property damage sustained by any person (including Tenant's guests) as a result of any cause, unless caused by negligent or willful act of BVC or owner, or failure of BVC or owner to comply with the NCVRA. Tenant agrees that BVC, 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 BVC or owner may deem appropriate. Also note, Tenant is on mountainous terrain, BVC and the owner are not held liable for injury due to rugged environment. This cabin is privately owned and is their personal home; the owners are not responsible for any accidents, injuries, or illnesses that occur while on these premises. By accepting this reservation, it is agreed that all guests are expressly assuming the risk of any harm arising from their use of the premises or others who they invite to use the premises.
24. Tenant agrees not to engage in any criminal activity or violate any criminal law or governmental regulations while on _____ the premises of BVC.

By signing below, I agree to all terms & conditions of this agreement.

Signature _____ Date _____

(Print) _____

Please understand this is a personal home & common courtesy is truly appreciated. We hope you enjoy your stay with us. Any questions or concerns, please feel free to call.

* If you wish to use a credit card for this rental, please provide the following information:

Name as it appears on credit card: _____

Credit card billing address: _____

City _____ State _____ ZipCode _____

Type of credit card: MC/VISA/AMEX

Credit card number _____

Expiration date: _____

Three digit code on the back of MC/VISA(usually in signature area): _____

Four digit code on the front of AMEX(above the last 4 digits of acct#): _____

I hereby give permission to charge my credit card for the amount stated:

\$ _____

Signature: _____

*** Copy of Driver's License* (credit card holder)**