

VACATION RENTAL AGREEMENT **WOODLAND MOUNTAIN RETREAT LLC**

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.

This Vacation Rental Agreement, including the House Rules and Check-In / Check-Out procedures, together represent the contract (the "Agreement") as the legally binding agreement made and entered into as of the Reservation Date by and between the booking guest (the "Guest" or "Tenant") and the property owner (the "Owner" or "Landlord") including the Owner's rental agent, Woodland Mountain Retreat LLC (the "Rental Agent" or "Agent"), and the booking service which may include the Rental Agent and/or other online booking service (the "Booking Service") pursuant to which the Guest has agreed to rent one or more of the residence(s) described below (the "Property"), for the duration of the Rental Term for the Total Rental Amount including Fees and Taxes. Specifically, the "Property" refers to any property owned and/or managed by the Rental Agent including, but not limited to 'Treehouse Cabin', 'Treehouse Suite' and/or 'Brookside Cottage'.

ACCEPTANCE OF AGREEMENT, RULES & RESPONSIBILITIES – GUEST CONFIRMS ACCEPTANCE OF ALL TERMS OF THIS AGREEMENT INCLUDING HOUSE RULES AND CHECK-IN / CHECK-OUT PROCEDURES. LIKEWISE BOOKING GUEST CONFIRMS THEY HAVE FULLY ADVISED ALL MEMBERS OF THEIR PARTY WHO CONFIRM THEY ALSO AGREE TO ALL SAID TERMS OF THE AGREEMENT, AND THE BOOKING GUEST ACCEPTS COMPLETE RESPONSIBILITY AND SOLE LIABILITY FOR ANY VIOLATIONS, DAMAGES, LIABILITIES, INJURIES, OR DEATH EXPERIENCED BY GUEST AND/OR MEMBERS OF THE BOOKING GUEST PARTY.

GUEST UNDERSTANDS AND AGREES TO ABIDE BY ALL CHECK-IN / CHECK-OUT RESPONSIBILITIES, HOUSE RULES, EVIDENCED HERE, AND RECOGNIZES OTHER DETAILS SPECIFIC TO EACH PROPERTY WILL BE PROVIDED PRIOR TO THE TRAVEL DATE. GUEST ALSO ACCEPTS ANY PERIODIC CHANGES OR UPDATES TO THIS AGREEMENT AND/OR SAID RULES & RESPONSIBILITIES SHALL BE BINDING PROVIDED THEY DO NOT CONFLICT WITH THIS AGREEMENT.

CHECK-IN / CHECK-OUT

Check-In Time: 4:00 pm / Check-Out Time: 11:00 am
(a detailed Check-In / Check-Out Instruction Sheet is sent about a week or so prior to travel date)

HOUSE RULES

NO LOUD ACTIVITIES

Respect our neighbors! This is a quiet residential neighborhood.
(our neighbors do not want loud activities of any kind)

NO CLIMBING

Keep off fences, walls, roadside hills and do not climb trees!

PARKING

- 1) Never block road access for our neighbors and/or service trucks.
- 2) No trailers or vehicles larger than a normal size car or minivan allowed.

FIREPIT (or chimnea fireplace)

- 1) ADULTS ONLY. No one under 18 years old is allowed to have a fire without adult supervision.
- 2) SMALL FIRES ONLY IN FIREPIT OR CHIMNEA UNIT! No other fires allowed anywhere else on the property.
- 3) USE THE ASH BUCKET ONLY! Never, ever dump ashes on the ground! (Treehouse Cabin only)
- 4) NEVER TAKE WOOD FROM THE PROPERTY! Use only purchased firewood bundles!

DOGS (cats not allowed due to allergies)

- 1) **ALL DOGS MUST BE PREAPPROVED**, (limit 2 dogs, unless preapproved)
- 2) **NOT ALLOWED ON FURNITURE & NEVER LEFT ALONE INDOORS** (unless crate trained)
- 3) **ALWAYS ON LEASH OUTDOORS** (never run loose outdoors, our neighbors don't like it)
- 4) **MUST CLEAN UP ALL PET WASTE** (dispose in trash, not down toilets)

HOT TUB – (Treehouse Cabin / Suite only)

ADULTS ONLY – No one under 18 allowed without adult supervision

OCCUPANCY LIMIT

- 1) **BOOKING GUEST MUST BE 30 YEARS OLD** (unless preapproved)
- 2) **TREEHOUSE CABIN - NO MORE THAN 8 PEOPLE ALLOWED** (unless preapproved)
- 3) **TREEHOUSE SUITE - NO MORE THAN 4 PEOPLE ALLOWED** (unless preapproved)
- 4) **BROOKSIDE COTTAGE – NO MORE THAN 4 PEOPLE ALLOWED** (unless preapproved)

NO SMOKING INDOORS

- 1) All smoking materials must be disposed of in provided containers.
- 2) No smoking materials should be left on the property grounds.

TRASH REMOVAL

All trash must be removed by you. No trash allowed in roadside containers.

Mauney Cove Convenience Center – Dump hours Mon thru Sat., 7 – 5pm

Easy, free drive through facility only a few miles away

PAYMENT:

Payment at time of booking the reservation indicates Guest acceptance of the terms of this Rental Agreement of the Property. All deposits and payments towards the rental amount, including housekeeping, pet, taxes, booking fees and security deposits are provided and collected by the Booking Service at the time of booking confirmation and distributed by the Booking Service in accordance with payment policies of the Booking Service.

CANCELLATION POLICY:

This shall be the default prevailing Cancellation Policy provided it does not conflict with the Cancellation Policy of the Booking Service the Guest used to make the reservation. If that Booking Service has a different Cancellation Policy, that policy shall become the prevailing policy unless the Guest and Rental Agent agree in writing via text, email or website message system to override the Booking Service policy.

RESERVATIONS – 16 Nights or less

- > 100% refund for cancellations more than 60 days before check-in date.
- > 50% refund for cancellations more than 30 days before check-in date.
- > No refund for cancellations 30 days or less before check in date.

RESERVATIONS – more than 16 Nights

- > 100% refund for cancellations more than 90 days before check-in date.
- > 50% refund for cancellations more than 60 days before check-in date.
- > No refund for cancellations 60 days or less before check in date.

CONDITION AND USE OF PROPERTY

The Property is provided in “as is” condition. Rental Agent shall use its best efforts to ensure the operation of all amenities in the Property, such as internet access, TV access, hot tubs, grills, fireplaces as applicable. Rental Agent shall not be held responsible for such items failure to work, but will make every effort to correct any issues as reported as quickly as possible. Guest acknowledges that use of amenities may be potentially dangerous particularly with regard to children and such use is at the Guest's own risk.

Guest shall use the Property for residential purposes only and in a careful manner to prevent any damage or loss to the Property and keep the Property in clean and sanitary condition at all times. Guest and members of Guest party

shall comply with all House Rules, refrain from loud noise and shall not disturb, annoy, endanger, or inconvenience neighbors, nor shall Guest use the Property for any immoral, offensive or unlawful purposes, nor violate any law, association rules or ordinance, nor commit waste or nuisance on or about the Property.

DEFAULT

If Guest should fail to comply with the conditions and obligations of this Agreement, Guest shall immediately surrender the Property on demand by the Rental Agent, remove all Guest's property and belongings and leave the Property in good order and free of damage. No refund of any portion of the Total Rental Fee shall be made and if legal action is necessary, the prevailing party shall be entitled to reimbursement from the other party for all costs.

Expedited Evictions - Any Tenant who leases residential property subject to a vacation rental agreement for 30 days or less may be evicted and removed from the property in an expedited eviction proceeding brought by the Landlord, their Agent, or real estate broker as agent for the Landlord, if the Tenant does one 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.
- (3) Fails to pay rent as required by the agreement.
- (4) Has obtained possession of the property by fraud or misrepresentation

ENTRY AND INSPECTION

Rental Agent reserves the right to enter the Property at reasonable times and with reasonable advance notice for the purposes of making repairs, property maintenance, inspecting the Property or showing the Property to prospective purchasers, renters or other authorized persons. If Rental Agent has a reasonable belief that there is imminent danger to any person or property, Rental Agent may enter the Property without advance notice.

UNAVAILABILITY OF PROPERTY

In the event the Property is not available for use during the Rental Term due to reasons, events or circumstances beyond the control of Rental Agent, Rental Agent will apply due diligence and good faith efforts to locate a replacement property that equals or exceeds the Property with respect to occupancy capacity, location and value that meets the reasonable satisfaction of the Guest. If such replacement property cannot be found and made available, Rental Agent shall immediately return all payments made by the Guest, whereupon this Agreement shall be terminated and Guest and Rental Agent shall have no further obligations or liabilities in any manner pertaining to this Agreement.

Transfer Of Property - Upon termination of the landlord's interest in the residential property subject to a vacation rental agreement, whether by sale, assignment, death, appointment of receiver or otherwise, the landlord or the landlord's agent, or the real estate broker, shall, within 30 days, transfer all advance rent paid by the tenant, and the portion of any fees remaining after any lawful deductions made under G.S. 42A-16, to the landlord's successor in interest and thereafter notify the tenant by mail of such transfer and of the transferee's name and address. If a real estate broker is holding advanced rents paid by the tenant pursuant to a vacation rental agreement at the time of the termination of the landlord's interest, the real estate broker may deduct from the advanced rents transferred to the landlord's successor in interest any management fee earned by the real estate broker prior to the transfer. The written agency agreement between the landlord and the real estate broker shall govern when the fee has been earned. If the real estate broker deducts an earned management fee from the advanced rents, the landlord shall be responsible to the landlord's successor in interest for the amount deducted. For vacation rentals that end more than 180 days after the recording of the interest of the landlord's successor in interest, unless the landlord's successor in interest has agreed in writing to honor the vacation rental agreement, the landlord or the landlord's agent, or the real estate broker, shall, within 30 days, transfer all advance rent paid by the tenant, and the portion of any fees remaining after any lawful deductions made to the tenant. Compliance with this subsection shall relieve the landlord or real estate broker of further liability with respect to any payment of rent or fees. Funds held as a security deposit shall be disbursed in accordance with the refund policy of the booking service.

RISK OF LOSS AND INDEMNIFICATION

GUEST, AND ALL MEMBERS OF GUEST PARTY, AGREE THAT ALL PERSONAL PROPERTY, FURNISHINGS, PERSONAL AFFECTS AND OTHER ITEMS BROUGHT INTO THE PROPERTY BY GUEST OR THEIR PERMITTED GUESTS AND VISITORS SHALL BE AT THE SOLE RISK OF GUEST WITH REGARD TO ANY THEFT, DAMAGE, DESTRUCTION OR OTHER LOSS AND RENTAL AGENT SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY REASON WHATSOEVER.

GUEST, AND ALL MEMBERS OF GUEST PARTY, HEREBY COVENANTS AND AGREES TO INDEMNIFY AND HOLD HARMLESS RENTAL AGENT AND THEIR AGENTS, OWNERS, SUCCESSORS, EMPLOYEES AND CONTRACTORS FROM AND AGAINST ANY COSTS, DAMAGES, LIABILITIES, CLAIMS, LEGAL FEES AND OTHER ACTIONS FOR ANY DAMAGES, COSTS, ATTORNEYS FEES INCURRED BY GUEST, PERMITTED GUESTS, VISITORS OR AGENTS, REPRESENTATIVES OR SUCCESSORS OF GUEST DUE TO ANY CLAIMS RELATING TO DESTRUCTION OF PROPERTY OR INJURY TO PERSONS OR LOSS OF LIFE SUSTAINED BY GUEST OR FAMILY AND VISITORS OF GUEST IN OR ABOUT THE PROPERTY AND GUEST EXPRESSLY AGREES TO SAVE AND HOLD RENTAL AGENT HARMLESS IN ALL SUCH CASES.

GUEST, AND ALL MEMBERS OF GUEST PARTY, HEREBY WAIVES AND RELEASES ANY CLAIMS AGAINST RENTAL AGENT, THE PROPERTY OWNER AND THEIR SUCCESSORS, ASSIGNS, EMPLOYEES OR REPRESENTATIVES, OFFICIALLY OR OTHERWISE, FOR ANY INJURIES OR DEATH THAT MAY BE SUSTAINED BY GUEST ON OR NEAR OR ADJACENT TO THE PROPERTY, INCLUDING ANY COMMON FACILITIES, ACTIVITIES OR AMENITIES. GUEST AGREES TO USE ANY SUCH FACILITIES OR AMENITIES ENTIRELY AT THE GUEST'S OWN INITIATIVE, RISK AND RESPONSIBILITY.

GENERAL PROVISIONS

Mandatory Evacuations - If State or local authorities, acting pursuant to Article 1A of Chapter 166A of the General Statutes, order a mandatory evacuation of an area that includes the residential property subject to a vacation rental, the tenant under the vacation rental agreement, whether in possession of the property or not, shall comply with the evacuation order. Upon compliance, the tenant shall be entitled to a refund from the landlord of the rent, taxes, and any other payments made by the tenant pursuant to the vacation rental agreement as a condition of the tenant's right to occupy the property prorated for each night that the tenant is unable to occupy the property because of the mandatory evacuation order. The tenant shall not be entitled to a refund if: (i) prior to the tenant taking possession of the property, the tenant refused insurance offered by the landlord or real estate broker that would have compensated the tenant for losses or damages resulting from loss of use of the property due to a mandatory evacuation order; or (ii) the tenant purchased insurance offered by the landlord or real estate broker. The insurance offered shall be provided by an insurance company duly authorized by the North Carolina Department of Insurance, and the cost of the insurance shall not exceed eight percent (8%) of the total amount charged for the vacation rental to the tenant less the amount paid by the tenant for a security deposit.

This Agreement contains the entire agreement between the parties with regard to the rental of the Property, and any changes, amendments or modifications hereof shall be void unless the same are in writing and signed by both the Guest and the Rental Agent. The words "Rental Agent" and "Guest" shall include their respective property owners, heirs, successors, representatives. The waiver or failure to enforce any breach or provision of this Agreement shall not be considered a waiver of that or any other provision in any subsequent breach thereof. If any provision herein is held invalid, the remainder of the Agreement shall not be affected. Any notice required to be given under this Agreement shall be in writing and sent to the contact information included herein.

RENTAL AGENT CONTACT

Woodland Mountain Retreat LLC
Gary Walker
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