

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.

**Please make sure that you inspect the cabin photos, description and amenities on the web site, as there is no refund upon arrival.
See also 5) and 26) below.**

1. RENTAL FEES & PREPAID RENT DEPOSITS:

Checkout cleaning is included in the Rental Fee. A Graham County Occupancy Tax of 3% and NC Sales Tax of 6.75% (subject to change) is added to all Rental Fees. This is voided for stays of 91 consecutive days.

The renter agrees that he will not claim any charge-backs or credits from his credit card company for any fees charged to his credit card, including but not limited to booking, deposit, rental, additional cleaning or damage fees.

2. We trust that our guests are responsible, and we do not demand a security deposit. **Guests are financially responsible for all damages and for additional cleaning fees if necessary.** Should housekeeping find the house in an unacceptable condition, we will bill you for damage repairs, replacement of missing contents, expenses resulting from agreement violations, trash left in unit, dirty dishes left unwashed, furniture moving, or unacceptable condition of unit on departure. A \$100 cleaning fee applies to all guests.

3. ALL MONIES ARE BE PLACED IN AN FDIC INSURED INTEREST BEARING ACCOUNT. ALL INTEREST SHALL ACCRUE TO THE CREDIT OF THE AGENT. Your monies are transferred to the owners operating account on check-in day.

4. **RETURNED CHECK FEE:** We do not accept checks.

5. **CANCELLATION POLICY AND REFUNDS:** We know that plans can go astray. However, we rely primarily on reservations and cancellations cannot readily be filled. So, to be fair to all concerned, our policy is as follow: Cancellations 60 days or further out receive a 100% refund. Cancellations between 30 and 60 days from your stay will receive a 50% refund. No refund will be issued for cancellations within 30 days of your stay. All cancellations are handled through VRBO.

6. **CHECK-IN AND CHECK-OUT TIMES AND KEYS:** Check in time begins at 4:00 p.m. EST. While we make every effort to have your cabin ready, there may be a delay during peak season and your patience is appreciated. If possible, it is strongly encouraged to arrive during the day. Check out time is by 11:00 a.m. EST. An additional night stay will be charged for late check outs.

Lock Box Instructions:

1. Dial in the combination (The combination for your trip will be given to you upon payment).
2. Push the lever to the left DOWN. The lock box should open. If it does not open, check the combination and try again. If it still doesn't open, try gently pulling the compartment open with your fingers. If this fails or you open the compartment and there is no key, log into the internet Password: Dogwoodtrace1 and send me an email or call me using any VOIP service. I use WhatsApp or Facebook Messenger regularly (profile: Michael Dane Acord).
3. Take the key and unlock the door.
4. **RETURN** the key to the box and close. Return the box to the door, and then scramble the numbers.
5. Keys are in the duck on the secretary by the phone.

If you have any trouble, please call (910) 644-5771. The closest cellular service is Stecoah Gap on NC 143.

7. **Directions:** The Physical Address is 665 Tuskegee Circle Robbinsville, NC 28771. Map to this address. If your map service does not take you directly to the house, map to one of the following locations and follow the directions to the house.

From Robbinsville, NC (Ingles Grocery Store): Turn Right on NC-143/Sweetwater Rd toward Fontana; Travel 8.8 miles; Turn left at Fontana Rd/NC-28 {Dead End}; Travel 2.5 miles; Turn left onto Tuskegee Circle {immediately after Tuskegee store on Left}; Travel 0.7 miles; Turn left into driveway BEFORE large silver metal mailbox on left marked "ACORD;" drive up around to the left uphill between the barn and the house; enter the house from the rear of the property on CENTER level. Lockbox is to the left.

From Bryson City, NC Spring Street Exit (Exit 67): Turn right to merge onto Great Smokey Mountains Expy/US-74 W Continue to follow US-74 W; Travel 8.3 miles; Turn right at NC-28; Travel 13.9 miles; Turn left onto Tuskegee Circle {immediately after Tuskegee store on Left}; Travel 0.7 miles; Turn left into driveway BEFORE large silver metal mailbox on left marked "ACORD;" drive up around to the left uphill between the barn and the house; enter the house from the rear of the property on CENTER level. Lockbox is to the left.

From Fontana, NC Gas Station: Head southeast on Fontana Rd/NC-28 Robbinsville, NC; Travel 9.2 miles; Turn right onto Tuskegee Circle {immediately before Tuskegee store on Left}; Travel 0.7 miles; Turn left into driveway BEFORE large silver metal mailbox on left marked "ACORD;" drive up around to the left uphill between the barn and the house; enter the house from the rear of the property on CENTER level.

8. **PHONE:** The phone number to the cabin is 828-479-3303. We have unlimited long distance for your convenience. You will be able to make a local call and dial 911 if necessary.

9. **MEDICAL AND FIRE EMERGENCIES:** Call 911 for all medical or fire emergencies. The closest hospital is in Bryson City. Swain County Hospital 45 Plateau St. Bryson City, NC 28713 telephone #: 828-488-2155.

10. **Smoke Detectors:** Upon arrival please verify the proper functioning of the smoke detectors and notify housekeeping of the need for replacement of or repairs to a smoke detector.

11. **EMERGENCY CONTACT INFORMATION:** The housekeeping service is available for emergencies 7 days per week via the telephone number (910) 644-5771 or email Dogwoodtrace1@aol.com.

12. **MAINTENANCE:** Maintenance and cleaning services are performed by the housekeeping service (HS). They can be reached via the phone number (910) 644-5771. **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, etc.), please call HS. It may be necessary for them to enter the unit during reasonable hours to perform minor repairs. Tenants are not required to be on premises.

13. **ACCOMMODATIONS:** Tenant is responsible for keeping the unit clean and safe during the entire tenancy. In addition, tenant is responsible for any and all damage to the property during the entire tenancy. Due to health department regulations, occupancy on homes served by septic systems is limited to two persons per bedroom, unless otherwise stated. We've listed the bedding arrangements in each unit only to accommodate flexible sleeping arrangements, not to represent occupancy. Please contact our office if you have any questions regarding maximum occupancy allowed in the home you are renting. Our office number is (910) 644-5771. In addition, parking at each property is also limited. Please do not over occupy. Please respect owners locked closets and buildings on site. These are not included in your rental of the property. This property is designated "NO SMOKING". Please respect this request to avoid compromising

your vacation. All cottages are equipped for normal housekeeping. The cabin comes fully furnished, including dishes, silverware, cookware and linens (towels, bathmats, dish towels). The unit includes an electric coffee pot, blender, toaster, stove, microwave, and refrigerator as basic kitchen equipment. There is a washer and dryer for guests use. There is one TV with DVD / VCR and satellite hookup. We recommend that you bring any movies that you may want to watch. There are phones, grill, deck furniture, swing, and fire pit. We ask that you provide your own firewood for the fireplace and the fire pit. All beds will have mattresses w/covers, linens, and some limited pillows. You will need to provide all paper products (paper towels, toilet paper, and napkins), trash bags, soaps (hand & body soaps, dish, and laundry soap). Do not rearrange the bedding or furniture. **There is no maid service during your stay.** For your protection, each rental home is provided with at least (1) smoke detector. Our inspectors check operation on a routine basis; however, it is the renter's responsibility to check the smoke detector upon arrival and to advise housekeeping service immediately if the smoke detector is not working properly. 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 by UPS or US Postal Service for a service charge of \$30.00. The cabin is deep within the Smoky Mountains. Occasionally, a bug gets into the house. If this happens, simply dispose of the bug in accordance with your desires. This is all part of the experience. If there are a lot of bugs, call (910) 644-5771 and I will get an exterminator to come out.

Immediate Area around Cabin. The cabin sits on approximately 4.3 acres. Some of the areas around the cabin are private property. Please respect the rights of others by not venturing too far into unknown areas. Safe areas include, the roads, the creek crossing at the entrance to the community, and numerous public trails and forests near the cabin. Also, respect quiet hours (10PM – 9AM). Keep noise to a minimum. No outdoor parties.

14. CHECK OUT PROCEDURES: On departure guest(s) are required to leave the property in the same general condition (fair usage aside) it was when guest(s) arrived. If additional cleaning is required, you will be billed.

The following items must be complied with before checking out:

- (1) Dishes, Pots, Pans, Silverware, and Utensils are washed.
- (2) Stove, oven and kitchen appliances are clean.
- (3) Refrigerator is clean and free of food.
- (4) Grill is clean.
- (5) Windows and doors are closed and locked. All lights are turned off to conserve energy. Keys left on the kitchen table.
- (6) All trash is bagged taken to county dumpster located on Hwy 28 towards Stecoah.
- (7) Property is left neat and in order.

15. Rental Policies: We cater to families and strive provide a nice family mountain vacation rental experience. The following Rental Policies are there established to ensure a quality vacation for all guests. Please do not request any exceptions to these policies:

16. Minimum age required to rent 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.

17. 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 staying there, not you for several days, then your neighbor, relative, employees, etc. for several days or weeks to make up the month.

18. NO STUDENT GROUPS OR HOUSE PARTIES OF ANY KIND: No house parties allowed. No large family reunions, no weddings / receptions, no "spring breakers". If guests are found to be having a party in any of our units, everyone will be asked to vacate the premises. No refunds will be given.

19. MAXIMUM OCCUPANCY: Please adhere to the maximum occupancy advertised for the unit.

20. MOBILE SLEEPING UNITS: No mobile sleeping units including tents are permitted at the units for additional housing.

21. **PETS:** Pets are allowed; however, the occupant is responsible for picking up after their pet and any damage to the unit caused by the pet. Please keep control of all pets as this is the country and many permanent residents do not leash their pets. Most dogs in the area are friendly and pose little risk but maintain safe distance until familiarity is established.
22. **Smoking inside the cabin is not permitted.** Smoking outdoors is allowed, but please extinguish all cigarettes and dispose of them properly to prevent a fire hazard and to keep the grounds clean.
23. **TRASH:** The occupant must remove trash to the county dumpsters prior to checkout. Please do not leave trash bags on decks as it attracts animals (raccoons and bears).
24. **CAMPFIRES:** Remember, you are on private property and fire is a threat to the area. Campfires are only allowed in the Fire Pit. Please use appropriate precautions when burning fires. For more information Google – Smokey the Bear.
25. **Rental will be forfeited with the loss of all remaining rent and charged for damages if the above house policies are not followed.**
26. **Amenities are NOT guaranteed.** There are **NO REFUNDS for the malfunction of any equipment** including but not limited to air conditioning, TV (make sure the TV is on the correct input.), satellite service, 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. **Please make sure that you inspect the cabin photos, description and amenities on the web site regarding the features, and condition of the cabin, as there is no refund of any portion of your rental fee upon arrival.**
27. **No refunds due to early departure.** This includes departures due to inclement weather. All guests are financially responsible for the entire booking once your reservation has been made.
28. **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. **The power can go off during storms and / or the internet and telephone may not work. If this happens, depending on the severity of the storm, you can be without power for hours to days. There is a flashlight in the kitchen drawer for your safety. Please plan appropriately.**
29. **DRIVING CONDITIONS** - Mountain roads can be tough at any time 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. While these roads are routinely maintained, they may be bumpy at times. In the late fall, winter, and 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.
30. **STAIRS:** This cabin is an A frame with many stairs. Occupants need to use caution with all stairs in this unit. Owners will not be held liable for any injury resulting from accidents. Parents with young children or elderly persons need to exercise additional caution in this unit around the stairs.
31. **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.
32. **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 in our online

guestbook. If you are dissatisfied with any of the services, please email DogwoodTrace1@aol.com so that we can continue to improve our services for future guests.

33. 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, etc. we will do everything possible to find you equal accommodations. If we are not able 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 of any of the renter's personal property, accidents, injury or damage of any nature from any cause to renter (including guests, 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. **Guest(s) hereby agree(s) to INDEMNIFY and hold the homeowner and housekeeping harmless from any and all claims including those of third parties, arising out of or in any way related to Guest(s) use of premises or the items of personal property provided therein. Guest (s) assumes the risk of injury or other losses relating to any recreational activities and will hold home owner and its agents harmless with respect there to.**

35. 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's fees if Agent/Owner prevails in said legal action.

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

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

38. 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 all efforts to substitute a reasonably comparable property for occupancy. In the event that Agent or Owner is unable to do so, tenant's 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 expenses incurred as a result of travel, costs of re-renting, etc. Tenant must submit any complaint regarding accommodation to Agent or Owner, in writing, prior to checkout for consideration by Owner. The Tenant agrees to release, indemnify, and hold harmless the Owner and Agent from and against any and all liability for injury to the person or the tenant or to any member of his household resulting from any cause whatsoever. This indemnification includes any and all costs and expenses which may accrue to Owner, or agent including reasonable attorney's fees.

39. 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.

40. Agent, the property owner, or their representatives have the right to enter premises during tenancy to inspect, make repairs, or show property for sale or to a prospective tenant.

41. **CONSTRUCTION:** New homes and facilities are always being built in this growing area. Should you find yourself near construction, enjoy watching the activity and exercise patience and understanding. No refunds or moves will be made due to nearby construction.

We Do Business in Accordance with the Federal Fair Housing Law (The Fair Housing Amendments Act of 1988)