

# ASHE HIGH COUNTRY VACATIONS

---

## Vacation Rental Agreement

THIS IS A VACATION RENTAL AGREEMENT UNDER THE NORTH CAROLINA VACATION RENTAL ACT (VRA). 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 (G.S. 42-A).

1. Ashe High Country Vacations, LLC (hereinafter “We”, “Us” or “Agent”) and the Renting Party (hereinafter “You,” “Your” or “Tenant”) agree to the following policies, terms, and conditions. In order to complete your reservation, you must verify your acceptance in writing. This can be done by checking the appropriate box if booking online, or by signing and returning the appropriate paper documents in a timely manner.
2. Responsible Party: All fees, charges, and applicable taxes related to the rental of the property are the responsibility of the Renting Party. We accept VISA, MasterCard, Discover, and Cashier’s Checks.
3. Pricing and Rates: All rates and pricing are subject to a non-refundable \$40 reservation fee. Prices and rates listed on our website are subject to change without notice, but your reservations will be confirmed at the rates and prices in effect at the time you make your reservation. We reserve the right to correct clerical errors, omissions, and oversights. If such correction increases the cost of your booking, we will give you the right to accept the revised reservation or to cancel it with no penalty. “Charges” displayed on the website quick quote include the \$40 reservation fee and the \$45 accidental rental damage insurance. For more information on ARDI item #9. If you prefer to post a \$250 security deposit the \$45 fee will be removed at time of payment and all charges will be confirmed in the reservation confirmation document.
4. Payment: The rental monies and fees required under this agreement are set forth in the Reservation Confirmation Document attached hereto. For reservations made more than 30 days prior to check in, if paying by credit card, the first payment will be collected at time the reservation is requested and confirmed. First payment is 50% of total due. If paying by cashier’s check, the first payment is due within 10 days of reservation confirmation; if payment is not received within 10 days then reservation will be cancelled without notice. The remainder balance is due thirty (30) days prior to check-in. If the reservation is made within 30 days of check-in, the full amount is due upon reservation confirmation.
5. Trust Account: Any advance payment made by Tenant shall be deposited in a trust account with LifeStore Financial Group located at 21 East Ashe St., West Jefferson, NC 28694. Tenant agrees that any advance payment may be deposited in **an interest-bearing trust account** and that any interest accrued thereon shall accrue for the benefit of, and shall be paid to, the agent as it accrues and as often as permitted by the terms of the account.
6. Reservation Confirmation: By accepting this vacation rental lease agreement, tenant also accepts payment terms as stated in the Reservation Confirmation Document.
7. All Seasons Travel Plan: Offered through Travel Guard this insurance covers your trip investment if you must cancel or interrupt your trip for unforeseen circumstances such as sickness, injury, inclement weather, layoffs, mandatory evacuations and other covered reasons. **We receive a portion of the cost of this program.** To learn more about Travel

Guard's All Seasons Travel Plan or to get a detailed list of covered reasons please call Travel Guard 1-877-249-5367 and reference product #008573. Payment is due with your advance payment. You can purchase Travel Insurance anytime up until your reservation is paid in full. Once insurance premium is paid it is non-refundable.

8. Security Deposit: A \$250 security deposit provided for in the Reservation Confirmation Document 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. Payable with the balance of your rent 30 days prior to check in.

9. Accidental Rental Damage Insurance Plan (ARDI): In lieu of a \$250 security deposit you may opt to purchase ARDI. ARDI is an insurance plan that provides coverage for accidental damages to your vacation rental property during your stay. **We receive a portion of the cost of this program.** You can purchase ARDI for a flat non-refundable rate of \$45 up to the time of check in. Payable with the balance of your rent 30 days prior to check in. For more information or questions regarding this insurance call Travel Guard 1-877-249-5376 and reference ARDI #007689.

10. Disbursement of Rent to Third Parties: Tenant authorizes Agent to disburse up to fifty percent (50%) of the rent set forth to the owner (or as owner directs) prior to Tenant's occupancy of the Premises, and the balance of the rent upon commencement of the tenancy, a material breach of this Agreement by the Tenant, or otherwise permitted under the Vacation Rental Act. 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.

11. Taxes: All rates and pricing are subject 7.75% North Carolina Sales Tax and local Occupancy Taxes which vary by property location (3% to 6%).

12. Check-In / Check-Out: Tenants who have paid in full and signed their rental agreement may check-in to their cabin after 4PM on the designated date of the confirmed reservation. In the event extensive cleaning is required from the previous tenant, we must have until 6 PM to complete it. Check-out time is 11 AM on the scheduled date of departure. If you decide to check-in earlier than or check-out later than your reservation time without prior management approval, your reservation will be charged \$70. Failure to check-out on time may also result in an extra day's charge.

13. Early Check-In / Check-out Requests – You may check-in at 2 PM if available for an additional fee of \$35. If available, you may check-out as late as 1 PM for an additional fee of \$35. Neither fee is refundable if you change your mind. Neither early check-in nor late check-out can be guaranteed due to potential repair work or other unforeseen circumstances. You must call our office for this additional feature, not available online.

14. Property Descriptions: Properties offered for vacation rental through Ashe High Country Vacations are individually owned and reflect the tastes of each owner. Every effort has been made to assure accurate descriptions. However, Ashe High Country Vacations shall not be held responsible for changes made by owners or printing errors. We will not be able to make substitutions or refunds upon check-in.

15. Occupancy Rules: Maximum occupancy is stated in each property overview. Occupancy limits are determined by local health laws and should never be exceeded. Occupancy violations are a material breach of your lease agreement and may be grounds for an expedited eviction proceeding through the Vacation Rental Act of North Carolina.

16. Family-Only Policy: Ashe High Country Vacations maintains a Family-Only Policy, in that we do not accept reservations from sororities, fraternities, Spring-break parties, or any similar groups unless approved at time of

reservation. You must be at least 24 years of age to reserve a rental property and sign this lease, and must also be resident at the property during the entire term of this lease. You must provide us with the number of people & vehicles in your party. No house parties are permitted. Violation of occupancy rules are grounds for immediate eviction with no refund, and fees will be charged to your credit card to cover damages. ID must be provided if requested. Properties are patrolled.

17. 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.

18. 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 repair 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 regulations. Tenant's breach of any duty contained in this paragraph shall be considered material, and shall result in the termination of Tenant's tenancy.

19. Cancellation: All cancellations MUST be received in writing. If you cancel or change your reservation, a fee of \$50 and the reservation processing fee will be charged to your account. If you cancel your reservation, no refunds can be made until the property has been re-rented on a comparable basis and confirmed. If the property is not re-rented, your entire advance rent payment will be forfeited. Further, no refunds of any kind other than the aforementioned re-rental refund can be made without authorization from the property owner. No transfer can be made once the reservation has been confirmed. Whether or not the premises are re-rented, you (rather than we) shall be responsible for seeking reimbursement of any fees paid by you to us for goods, services, or benefits procured by us from third parties on your behalf that may have been procured prior to your cancellation. Travel insurance is non-refundable. If you purchased travel insurance you may be due a refund from the travel insurance company.

20. Transfer of Premises:

(a.) 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 their parties not already lawfully disbursed). Within 20 days after the 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.

(b.) 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 with 30

days, and notify Tenant by mail of such transfer and 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 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.

(c.) 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.

21. **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.

22. **Expedited Eviction:** If the tenancy created hereunder is for 30 days or less, the expedited eviction 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) commit 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.

23. **Furnishings:** Each AHCV rental property comes equipped with the basic items needed for your comfort, including such items as kitchen appliances, dishes, flatware, glassware, towels, bed linens, blankets, pillows, furniture and lawn or patio furniture. In most cases, the following items will not be included: fishing equipment, canoes, and other boating equipment; paper products and toiletries; cooling fans; and porta-cribs, bassinets, playpens, and other childcare equipment. .

24. **Housekeeping Services:** More detailed cleaning requirements are included in your check out instructions. Briefly, you are expected to leave your rental property in as good or better condition than which you found it. Failure to clean property as specified will result in a cleaning charge. In the kitchen, all eating, drinking, and cooking utensils and equipment are to be cleaned and returned to their proper locations in cabinets and drawers. Any linens/towels that come with the house should be washed, dried, and folded, and returned to their proper storage locations. If you would like the added convenience of having Housekeeping Service during your visit at a reasonable fee, please arrange this when you reserve your accommodations.

25. **Vehicles & Parking:** The parking capacity at most of our vacation rental properties is usually the same as the number of bedrooms. For example, a 3-bedroom home generally has parking for 3 cars. Very few properties have room for more than 3 cars even if they are larger than 3 bedrooms. You may park only in designated gravel or paved parking areas. You are never allowed to drive or park on the grass.

26. **Locked Closets & Locked Rooms:** Many of our rental homes contain locked rooms or closets that are for use ONLY by the property owners or by management. Do not try to enter these rooms. If you do get into these rooms, there will be a \$25 penalty fee against your reservation, and you will also be charged for any supplies or other items that are used or missing.

27. **Telephone Service:** Telephone service is provided at most of our rental properties for local calls only. If you incur long-distance charges during your stay, you will be billed \$15.00 in addition to the cost of the long distance phone call(s).

If you need to make a long distance call during your stay please purchase a pre-paid calling card, use your credit card or call collect.

28. Pets: Vacation properties designated as pet-friendly will allow only dogs, no exceptions, and the limit is two domestic house-broken dogs (no puppies). Absolutely no cats or other domestic or wild animals are allowed. The non-refundable fee for pets is \$50. (45-lb. limit). Be sure to inform us about your plan to bring pets when you make your reservations. The Pet Policy and Agreement must be signed and returned before check in instructions can be sent. Pets found in a non-pet home are grounds for eviction with no refund. Pets are absolutely never allowed in hot tubs, bathtubs, or showers.

29. No Smoking: We do not allow any smoking inside our vacation rental properties. Smoking is permitted only on outside porches, patios, and decks, and we ask that tenants dispose of cigarette and cigar ashes and butts in a clean and safe way. If we determine that smoking did in fact take place inside one of our properties, we will charge an additional \$200 fee against your damage security deposit or credit card to pay for smoke removal and any resulting damages.

30. Trash: Each Tenant is expected to use the property as if it were his/her own, leave it undamaged, clean and with all trash removed from property. Directions are posted in your rental property to the local county-run convenience center dumpsters that are open Monday to Saturday from 7 AM to 7 PM. If you are leaving on Sunday or a holiday, you may leave no more than two bags of trash in the kitchen area. Each bag over the two-bag limit will be charged an additional \$5 against your security deposit or credit card.

31. Grills & Grilling: If your rental property includes a gas or charcoal grill, you may use it in an area away from the home. Grilling is permitted only on properties that provide a grill, and you can only use the grill provided (i.e., do not bring your own grill). For charcoal grills, you must provide your own charcoal. All properties with a propane grill will have a supply of two propane tanks. If you empty a tank during your visit, please inform our staff when you check-out so it can be refilled for the next tenant. Please be sure you clean the grill and dump the cool ashes in metal container or in a trash bag to carry away with you before you leave so the next tenant finds it ready for use. Be sure to clean the grill before you leave, or you will incur a \$25 charge.

32. Fireplaces: The housekeeping staff will remove ashes from fireplaces after your departure. Please do not build a fire the morning you are departing. Make sure all fires are extinguished before you leave the property or go to bed at night and that the damper is closed. In the case of gas-log fireplaces, leave the pilot light ON at all times.

33. Hot Tubs and Covers: Most of our rental properties include hot tubs, and these will be inspected both before and after your tenancy. If the hot tub at your rental property does not meet your standards, please call us when you check-in; unless we hear otherwise, we will assume the hot tub is acceptable to you. We expect you use it carefully and safely. If we determine that inappropriate items such as soap, bath products, food, alcohol, etc. either are or were in the hot tub and/or if the hot tub must be drained and sanitized due to negligence on your part, then you will incur an extra cleaning fee of \$150. If the hot tub malfunctions because you adjusted the controls incorrectly and caused the malfunction, you will be charged a minimum of \$50 for a service call. Any hot tub cover that is damaged will incur a minimum additional charge of \$500. Please ensure that covers are kept on the hot tubs when they are not in use. Further, it is important that hot tubs not to be used by children under age 16, pregnant women, and people with heart conditions or skin sensitivities.

34. Wildlife and Insects: This is the rural countryside, and critters are an integral part of the country. On occasion, you might be visited by various representatives of the wild animal community. We like to think of them as "goodwill ambassadors." We do not make refunds if they decide to call on you during your stay.

35. Construction: New construction is a growing part of the NC Mountains, please be understanding of construction areas. Refunds or substitutions will not be permitted.

36. Refunds: Neither the property owner nor Ashe High Country Vacations will be responsible for any damages to your belongings due to malfunctioning appliances or equipment on the rental premises. If you find any items broken or in a state of disrepair, please report those to us immediately so we can have them repaired as soon as possible. Refunds of any rental fees are not possible as a result of mechanical failure of dishwashers, refrigerators, air conditioners, clothes washers or dryers, televisions, VCR or DVD players, hot tubs or similar appliances. Refunds are not possible for disruption of utilities such as electric power, water service, or cable television or computer services. You will be charged for any unnecessary maintenance calls you arrange for on your own without our prior permission.

37. 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 this Agreement or sublet the Premises in whole or part without the permission of Agent.

38. House Key – Lockout Service: Five days before your arrival, we will email you with directions to the rental property and the entry code(s) you need for the lock box containing the house key(s). All keys must be returned to their original locations. If all keys are not locked back into the lock-box at departure or if you accidentally take the house key(s) home with you, a \$25 charge will be imposed. During your stay at your rental house, if you accidentally lock yourself out of the house before 10 PM you will be charged \$25 fee for an AHVC staff member to come and unlock the door for you, (after 10 PM, the fee is \$50). These fees are payable in cash at the time service is rendered. You will be responsible for damages resulting from any attempts to force entry into a rental property.

39. When preparing to leave at the end of your stay, be sure to close and lock all windows and doors before leaving. If windows and/or doors are found open and/or unsecure, you will be charged \$50.

40. You may move furniture to suit your needs, as long as you do so in a considerate and safe manner, without damaging the walls, floors, floor coverings or the furniture itself. However, you must return furniture to its original position or your reservation will be charged \$50.

41. If you do not remove all food that you brought with you from the refrigerator and cabinets, you will be charged \$50.

42. Lost and Found: Please be careful of your personal possessions. If you report a lost item, we will make every effort to find it and return it to you (at your expense), but we cannot take responsibility if it is not found. After 30 days, unclaimed found items will be donated to a local charity.

43. Tenants, Family, Guests and Agents agree to act in accordance with this agreement and all future reasonable rules and regulations.

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

## **SIGNATURES**

Tenant: \_\_\_\_\_ Date: \_\_\_\_\_