

THIS IS A VACATION RENTAL AGREEMENT UNDER THE NORTH CAROLINA VACATION RENTAL ACT (NCGS 42A). THE RIGHT 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. TENANT'S SIGNATURE ON THIS AGREEMENT OR PAYMENT OF MONEY OR TAKING POSSESSION OF THE PROPERTY AFTER RECEIPT OF THE AGREEMENT IS EVIDENCE OF HIS OR HER ACCEPTANCE OF THE AGREEMENT AND INTENT TO USE THIS PROPERTY FOR A VACATION RENTAL.

OWNERS. Kenneth H. and Jean H. Johnson, 14 Myrtle Lane, Statesboro, GA 30458

RENTED PROPERTY. Single family dwelling located at 120 Dodd Road, Barnardsville, NC 28709

TERM AND CHARGES. Arrive on _____, and depart on _____.

Rental charge	\$.00
Pet charge	NA
Cleaning fee	130.00
NC sales tax ((Rent+Pet+Clean) x 6.75%)	
Refundable damage deposit	<u>200.00</u>
Total	\$

OWNERS EXTEND THIS OFFER to _____ pursuant to the following contact:

X	Email from _____ time stamped _____
	Telephone call between _____ and _____ dated _____

This agreement must be signed by tenant and returned to owners within 7 days of the contact date shown above and must be accompanied by or preceded by payment as specified below, or the reservation will be cancelled. This agreement is furnished electronically as a Portable Document File (.pdf) attached to either the Owners' reply to the above referenced email or to a new email from Owner to Tenant. Tenant is requested to please print a copy, complete and sign it, and return it to Owners.

TENANT. Please print clearly the following missing information:

Name: _____

Primary Residence:

Street address _____

City _____ State _____ Zip _____

Telephone (____) ____-____ Email _____

Number in party: Adults __ Children __ Pets (number, size, and type) _____

1. IN CONSIDERATION of value paid and received and the mutual promises herein, the Owners of the subject property do hereby lease and rent to Tenant that certain property described above and under the following terms and conditions.
2. CANCELLATION. All cancellations must be made in writing. If Tenant cancels his or her reservation of the leased property 60 days or more in advance of check-in, then all consideration previously tendered will be refunded to Tenant net of PayPal charge, if any. If Tenant cancels less than 60 days prior to check-in, Owner will attempt in good faith to secure another booking for the property. If the property is re-rented, then rent, taxes and/or security deposit consideration previously tendered by Tenant will be refunded to Tenant *pro rata*, based on the period for which the property was re-rented versus the total period of this agreement, less a \$50 service charge and PayPal charge, if any.
3. PAYMENT OF CHARGES. Reservations made more than 45 days in advance must be secured by payment of at least half of the total at the time the booking is made, with the remainder due not less than 45 days prior to check-in. Reservations made less than 45 days in advance must be secured by payment of the total amount at the time the booking is made. Payments made 21 days or more prior to check-in may be made by personal check or by using the PayPal icon at <http://www.brooksideivyknob.com>. Payments made less than 21 days prior to check-in must be made via the PayPal icon at <http://www.brooksideivyknob.com>. (Note: It is not necessary that you have a PayPal account in order to use a major credit card through PayPal. You simply enter the credit card information via a secure connection, just like any other on-line purchase.) All payments must be made in U.S. funds.
4. DISPOSITION OF FUNDS. All advance payments are deposited in a separate interest-bearing account in the Asheville, NC, branch of BB&T bank, an FDIC insured institution. All interest accrues to the benefit of Owners. Payments are not disbursed or transferred to Owners' operating account until the day of check-in.
5. HOUSE RULES
 - A. LEASE NOT ASSIGNABLE. The Tenant shall not assign this agreement or sublet the property in whole or part.
 - B. CHECK-IN. Tenant will be given check-in location and telephone number after all charges are paid. Check-in time is after 4:00 p.m. on the beginning date of your reservation. In order to allow sufficient time to prepare the property for your use, we ask that you do not request early occupancy. Please call in advance to arrange a specific check-in time.
 - C. CHECK-OUTS. Check-out must be complete and the premises vacated by 10:00 a.m. on check-out day to allow time to prepare for the next scheduled tenants. Lessee is responsible for washing dishes or loading and starting the dishwasher, taking out the trash, emptying the refrigerator, securing all doors and windows, and leaving the unit in a reasonable state of cleanliness. Failure to comply will result in a deduction from your security deposit. Please ensure you've packed all your belongings before checking out, as we cannot be responsible for items left on the premises. If you would like to donate non-perishable food items to our local food bank you may leave them on the table with a note expressing your intentions.
 - D. WE DO NOT RENT to minors. Tenant represents himself or herself to be an adult 21 years or older. Violation of the above is grounds for immediate eviction without refund of rent paid. NO EXCEPTIONS.
 - E. NONDISCRIMINATION. Owners rent without respect to the race, color, religion, gender, national origin, handicap or familial status of any tenant.

- F. **PETS.** Pets are allowed by prior arrangement only and must be declared at check-in. **UNAUTHORIZED AND/OR UNDECLARED PETS FOUND ON PREMISES IS GROUNDS FOR IMMEDIATE EVICTION.** Please clean up the surrounding property before check-out and take extra care to clean behind your pet, otherwise a check-out cleaning charge will be deducted from your security deposit. A \$100.00 flea extermination fee will be deducted from the security deposit if it proves necessary.
- G. **SMOKING.** Smoking is not permitted inside the home and is grounds for immediate eviction. Please exercise great care if smoking outdoors. The home is in a wilderness area where fires are easy to start and hard to put out.
- H. **ACCOMMODATIONS.** The home is equipped for normal housekeeping and includes dishes, pots and pans, utensils, a non-electric drip coffee pot, blender, gas stove and oven, and microwave oven as basic kitchen equipment. It also has a dishwasher, washer/dryer, satellite TV, VCR, DVD, phone, gas grill, deck furniture, and firewood. All beds have mattress pads, bedspreads, blankets, and pillows. Towels, linens, and small supply of paper products are furnished. Tenant will need to bring additional paper products and all condiments and food with you. The home has at least one smoke detector on each level in compliance with applicable fire codes. We check operation on a routine basis. However, in the interest of prudent caution, Tenant should check the smoke detector upon arrival and to advise the manager immediately if the smoke detector is not working properly. No guarantees are given for TV, VCR, or DVD equipment and no rebates will be given for malfunctions of equipment or satellite reception, telephone, or internet access. Tenants are not permitted to move furniture or burn candles. 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 his tenancy. Please respect owners locked closets. These are not included in your rental of the property.
- I. **MAINTENANCE.** Every effort is made to keep the home and its equipment in good working order. Please notify the manager of any difficulty you incur during your stay so repairs can be made. There will be no rebates given for inoperable appliances or faulty equipment, unfavorable weather, early departure, interruption of utilities, construction in the area, or maintenance problems. Owner or Owner's agent has the right to enter premises during tenancy to inspect and make repairs, with reasonable notice to Tenant. We strive to make repairs within 24 hours. Occasionally circumstances require a longer repair time. Please be patient.
- J. **DAMAGES.** Tenant is requested to report any breakage or damages to us upon occurrence. Tenant agrees to be responsible for any damages done by himself, his family, guests, or pets. Tenant authorizes Owner to charge his or her security deposit for such damages.
- K. Two keys will be furnished on check-in. Tenant will not duplicate keys to the home. There will be a \$100 re-keying charge for lost or unreturned keys.
- L. **TELEPHONE.** Local calls and calls to toll-free numbers may be made without limit. Direct long distance calling is blocked, but long distance calls can be made using a credit card.
- M. **OUTDOOR FIRES.** All outdoor fires, including charcoal grills, are absolutely prohibited; they are just too dangerous in this environment.
- N. **GAS GRILL.** You are welcome to use the gas grill that is provided. As an added safety precaution, please be sure to turn off the gas at the tank when you are finished. Also, please clean the grill before you leave so the next guest finds it ready for use.

6. PERMITTED OCCUPANTS. Tenant must take possession and maintain possession of subject property for the full leased period. The Tenant shall not permit the property to be occupied or used as a residence by more than ten (10) persons, including children. This includes Tenant, his or her family (including all children) and guests. Overcrowding of property or misrepresenting number in party is grounds for immediate eviction without refund. Absolutely no house parties, beer kegs, ATVs or RVs, tent camping, or illegal activities allowed on premises. Violation of this will result in the termination of lease and immediate eviction without refund. Misrepresentation, failure to pay in full, obtaining subject property under false pretenses, fraud or material breach of this agreement shall result in an expedited eviction in accordance with the vacation rental act (NCGS 42A).
7. 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.
8. LIMITATIONS OF REMEDIES, DAMAGES AND INDEMNITY. In the event the owner is unable to deliver said property to Tenant under this lease agreement because of fire, damages, eminent domain or Act of Nature, or if the property is unavailable or otherwise unfit or uninhabitable, or for any other reason whatsoever, Tenant hereby agrees that Owners' sole liability as a result of any of these conditions is the full refund of all consideration previously tendered by Tenant pursuant to the terms of this lease, and Tenant expressly acknowledges that in no event shall Owners be held liable for any consequential or secondary damages, including but not limited to any expenses incurred as a result of moving, for any damage, destruction or loss. Tenant also agrees that in the case of a double booking or occupancy by Owner, Tenant will be entitled only to a full refund of all consideration previously tendered by Tenant. Tenant agrees to release and indemnify the Owners and his Agent from and against liability for injury to the person of the Tenant or to any member of his household resulting from any cause whatsoever, except only such a personal injury caused by the negligent or intentional acts of the Owner or his Agent. Tenant shall not be entitled to any refund due to unfavorable weather, maintenance problems, area construction, early departure, or disruption of utility services (including telephone and satellite) after occupancy. Tenant agrees to be responsible for any repairs necessary due to negligence by any member of Tenant's party. Owners reserves the right to enter and inspect premises with a reasonable notice to Tenant. 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.
9. EMERGENCY EVACUATION. Tenant must vacate if a mandatory evacuation is declared by the State of North Carolina. Owner will reimburse Tenant's rental payment for days covered by the evacuation order.
10. This agreement shall be governed by and interpreted in accordance with the laws of the State of North Carolina.
11. This agreement shall be treated as though it were executed in the County of Buncombe, State of North Carolina, and were to have been performed in the County of Buncombe, State of North Carolina. Any action relating to this agreement shall only be instituted and prosecuted in courts in North Carolina. Customer/Tenant specifically consent to such jurisdiction and to extraterritorial service of process.

TENANT SIGNATURE

Name _____ Date _____