

PLEASE SIGN AND RETURN IMMEDIATELY
Reservation Rental Agreement
"HEIDI'S HEAVEN"
188 Silverleaf Circle
Maggie Valley, NC 28751

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.

| | |
|---|-------------------------------|
| Guest Name: _____ | Reservation # _____ |
| | Check-In Day _____ |
| Address: _____ | Check-Out Day _____ |
| | Rental rate _____ |
| City: _____ State _____ Zip _____ | Reserv. fee _____ |
| | Misc. fee _____ |
| Phones: () _____ () _____ | Other charges _____ |
| | Pet fee _____ |
| E-Mail: _____ | Cleaning fee _____ |
| | Taxes (NC/county) _____ |
| Return signed agreement and payment within 7 days of reservation to: | Sales tax _____ |
| | Security Deposit _____ |
| | Total rent fees & taxes _____ |
| Al Cholewsky | DEPOSIT (½ rental |
| 661 Beauregard Street | amount + reserv. fee) _____ |
| Charleston, SC 29412 | Less payments to date _____ |
| Off/fax (843)762-1982 | BALANCE (due 2 weeks |
| | prior to arrival date _____ |

In consideration of the monies received and the mutual promises contained herein, the Owner does hereby lease and rent to tenant the certain property described above, under the following terms and conditions.

1. **Reservations:** Unless the agreement and all required payments are received when due the reservation may be canceled without further notice and subject to the terms of Paragraph #6.
2. **Payment Policies:** All payments are due no less than two (2) weeks prior to the arrival date. Forms of acceptable payment are Traveler's Cheques, money orders, Mastercard, VISA, and American Express. Prepaid Rent must be placed on a credit card at the time of making your reservation. The Refundable Security

Deposits may not be placed on credit cards. Should you pay your balance by check (including the Refundable Security Deposit), it must be received by us at least two (2) weeks prior to your arrival. If you pay your balance by credit card, the balance is due two (2) weeks prior to your arrival. **NO PAYMENTS CAN BE ACCEPTED UPON ARRIVAL FOR RENT.**

3. **Reservation Fee:** There is a \$50.00 non-refundable fee per reservation, along with the applicable tax.

4. **Taxes:** A 7% North Carolina Sales Tax and a 3% Haywood County Occupancy Tax are required on all rentals. **TAXES ARE SUBJECT TO CHANGE.**

5. **Security Deposit:** All reservations require a Security Deposit of \$200.00, which will be refunded within 45 days of check-out, after the condition of the home and its contents have been inspected and verified. You are required to mail a check or money order for the Security Deposit so that we receive it two (2) weeks prior to arrival. The Security Deposit may be used to repair damages, replace missing items, or to reimburse for expenses resulting from agreement violations, such as check fees or unacceptable condition of the home upon departure. Security Deposits may not be charged to a credit card. Security Deposits refunds will be payable to the name on the reservation. **NO EXCEPTIONS.** If the reservation is made less than two (2) weeks prior to arrival or if the security deposit requirement is waived, your signature hereon authorizes a charge of up to Two Hundred and no/100 (\$200.00) Dollars to your credit card for repairs, missing items or unacceptable condition of the home upon departure. An itemized accounting will be provided of any charges made to the card.

6. **Cancellations:** If your reservation is canceled 60 days or more prior to arrival date, we will refund your credit card the pre-paid rent minus the non-refundable reservation fee plus tax. If it is canceled inside the 60 days prior to arrival, you will forfeit the pre-paid rent unless the home is re-rented for the same amount of time. You may change the date of a reservation one time without penalty. After that, you incur a second reservation fee. Your security deposit will be refunded by check in any case. Please see Paragraph 3 for further explanation of this non-refundable fee.

7. **Equipment/furnishings:** Furnishings include dishes, silverware, bedspreads, pillows, quilts and blankets, bath mats, kitchen linens and cookware. **TENANTS MUST PROVIDE THEIR OWN BED AND BATH LINENS AND ALL PAPER PRODUCTS AND CLEANING SUPPLIES.**

8. **Check-in:** Check-in time is after 3:00 pm on the date of check-in; early check-in is not allowed because the house must be cleaned and prepared after the prior guests leave.

9. **Check-out:** check out is before 11:00 am on the date of departure to allow the housekeeper time to clean the home. **NO EXCEPTIONS.** Your keys must be left on the kitchen counter by the telephone to insure a full refund of your damage deposit. Guests not checked out on time will be charged one-day's rent plus NC taxes. If the home is available, you may call to extend your stay. Sorry, there is no refund on early check-outs.

10. **Pets:** Pets and service animals are allowed for an additional \$50.00 per animal non-refundable cleaning fee. Animal owners and lessees are financially responsible for damages caused by their animal. All animals should be less than 25 pounds. Any damages will be deducted from the Security Deposit.

11. **Other Owner and Tenant Duties:** Owner shall: 1. Comply with all current applicable building and housing codes. 2. Make all repairs and do whatever is reasonably necessary to put and keep the property in a fit and habitable condition. 3. Maintain in good and safe working order and reasonably and promptly repair all electrical, plumbing, sanitary, heating, ventilation, and other facilities and major appliances supplied by the owner upon notification from the Tenant that the repairs are needed. 4. Provide operable smoke detectors. The owners shall replace or repair the smoke detectors if the owners are notified by the tenant that replacement or repair is needed. The owners shall annually place new batteries in a battery operated smoke detector, and the tenant shall replace the batteries as needed during the tenancy. Failure of the tenant to replace the batteries as needed shall not be considered negligence on the part of the tenant or the owner. These duties shall not be waived; however, the owner and tenant may make additional covenants not inconsistent herewithin the vacation rental agreement. The Tenant shall: 1. Keep that part of the property he or she occupies and uses as clean and safe as the conditions of the property permit and cause no unsafe or unsanitary conditions on the property. 2. Dispose of all ashes, rubbish, garbage, and other waste in a clean and safe manner. 3. Keep all plumbing fixtures in the property or used by the tenant as clean as their condition permits. 4. Not deliberately or negligently destroy, deface, damage, or remove any part of the property or render inoperable the smoke detector(s) provided by the owners, or knowingly permit any person to do so. 5. Comply with all obligations imposed upon the tenant by current applicable building and housing codes. 6. Be responsible for all damage, defacement, or removal of any of the property inside the property that is in his or her exclusive control unless the damage,

defacement, or removal was due to ordinary wear and tear, acts of the owner or his or her agent, defective products, acts of third parties not invitees of the tenant, or natural forces. 7. Notify the owners of the need for replacement or repair to the smoke detector. Tenant agrees not to use the property for any activity or purpose that violates criminal law or governmental regulation.

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

12. Acceptance of policies: TENANT ALSO AGREES TO COMPLY WITH THE OWNERS POLICIES CONTAINED IN THE POLICIES AND INFORMATION MATERIAL PROVIDED IN PRINTED FORM AND ON OWNERS' WEB SITE WHICH HAVE BEEN READ BY TENANT AND ARE INCORPORATED HEREIN BY REFERENCE TO THE EXTENT NOT INCONSISTENT WITH THE OTHER PROVISIONS OF THIS AGREEMENT.

13. 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 if the tenant does one of the following:

(1) Holds over possession after his/her tenancy has expired;
(2) commits a material breach of terms of the vacation rental agreement that, according to the terms of the agreement, results in the termination of his/her tenancy; (3) Fails to pay rent as required by the agreement; (4) Obtains possession of the property by fraud or misrepresentation.

14. Indemnification and Hold Harmless; Right of Entry;

Assignment: Tenant agrees to indemnify and hold the owners harmless to the extent allowed by law from and against any liability for personal injury or property damage sustained by any person (including tenants guests). This provision is not intended to insulate owners from the obligation to comply with the duties imposed by the Vacation Rental Act and set forth in paragraph 11 above. Tenant agrees that the owner or their respective representatives may enter the property during reasonable hours to inspect the property, to make such repairs, alterations, or improvements thereto as owners may deem appropriate or necessary pursuant to the Vacation Rental Act. Tenant shall not assign this agreement or sublet the property in whole or part without written permission of the owners.

15. Applicable Law: This agreement shall be governed by and construed in accordance with the laws of the State of North Carolina and, in the event of a dispute, any legal action may be maintained only in Haywood County, where the house is located.

16. Entire Agreement: This agreement, with any referenced

incorporated documents, is the entire agreement among the parties with respect to the subject matter hereof, and no representations or covenants, whether oral or written, have been made regarding the subject matter hereof except as provided herein.

17. **Severability:** Every provision of the agreement is intended to be severable, and if any term or provision hereof shall be declared illegal, invalid, or in conflict with North Carolina law or the purposes of this agreement for any reason whatsoever, or if the enforcement of any provision shall be waived, the validity of the remainder of this agreement shall not be affected thereby.

Tenant signature

Owner signature

Date:

Date: