

VACATION RENTAL AGREEMENT

Capell's Homestead Cabin

319 Brookside Camp Rd.

Hendersonville, NC 28792

828-774-8135 828-691-4691

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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 THE TENANCY OF EXPEDITED EVICTION OF TENANTS. YOUR SIGNATURE ON THIS AGREEMENT, OR PAYMENT OF MONEY, OR TAKING POSSESSION OF THE PROPERTY AFTER RECEIPT OF THIS AGREEMENT, IS EVIDENCE OF YOUR ACCEPTANCE OF THE AGREEMENT AND YOUR INTENT TO USE THE PROPERTY FOR A VACATION RENTAL.

In consideration of the rent received and the mutual promises contained herein, Capell's Homestead Cabin does hereby lease and rent to the Guest(s) above named the rental property, hereinafter referred to as the Cabin, located at 319 Brookside Camp Rd Hendersonville, NC 28792 under the following terms and conditions:

- Vacation Rental Act:** Guest hereby certifies that he or she has received and read information related to the NC Vacation Rental Act. A copy of the NC Vacation Rental Act is available on the Owner website at www.hvillecabinrental.com. Guest further agrees to abide by all of the rules and regulations contained herein related to the rental of the Cabin described above.
- This agreement must be agreed to by email, mail or in person at the time of the reservation, and signed by the guest at the time of check-in as set forth in the NC Vacation Rental Act 42.**
- Property Description:** The Cabin is privately owned and reflects the individual owner's tastes. It is the responsibility of the Guest to ensure that this property meets his/her requirements for space accommodations, physical condition and amenities. It is specifically noted that the Cabin is NOT handicapped accessible.
- Payment:** The term payment includes nightly rental fee, cleaning fee, State & local Tax of 11.5% and any other special needs/requests the Guest may have. 50% of the rental fee and taxes are due at the time of the reservation. The balance is due in full within 14 days of arrival. Holidays (Christmas, New Year, Thanksgiving, Independence Day, Labor Day) balances are due in advance, 30 days prior to arrival. No further notice will be given. Any reservations made within the 14 day arrival period will be due and payable in whole at the time of the reservation. In lieu of a Security Deposit the Owner reserves the right to charge guest's credit card for any damages to the Cabin. All payments made by the guest will be deposited in a non-interest bearing Trust Account maintained by Asheville Savings Bank, Asheville, North Carolina in accordance with the North Carolina law. Payments shall be made by the Guest with a Major credit card (Master Card/Visa) through PayPal or to the Trust Account set out above. Certified Checks, Money Orders will also be acceptable payment if received 14 days in advance of arrival.
- Cancellations:** All cancellations will incur a \$25 processing fee. Cancellations made 30 days in

advance of Arrival date will receive a 100% refund, minus the \$25 fee. Two week's notice prior to arrival will receive a 50% refund. Under two weeks there is NO refund.

6. **Maximum Occupancy:** In no event shall the Cabin be occupied by more than 6 persons. More people may be allowed at the sole discretion of the Owner and with prior permission at an additional fee. Only family groups and their guests are to occupy the rental property as permitted by the Owner. No fraternities, school, civic or other non-family groups are allowed unless Owner grants prior approval in writing.
7. **Entry:** Guest hereby acknowledges and grants specific permission to Owner to enter premises at any time for inspection purposes should Owner reasonably believe that Guest is causing or has caused any damages to the Cabin. Guest further agrees to grant Owner access to the Rental Property for purposes of maintenance & repair.
8. **Check in:** Arrival shall be after 3:00 PM on the designated arrival date. Check out on departure date is 11:00 AM. Please return all keys to the designated area. Should Guest need additional provisions please contact the owner personally.
9. **Guest Obligations:** Guest agrees to comply with all obligations imposed by the Vacation Rental Act for Guests. &42A-32
10. **Damages:** All damages will be the responsibility of the Guest and include but are not limited to liability for damages due to the following: (a) intentional, willful, reckless or malicious acts of Guest or others on the premises during the tenancy, (b) theft from the premises of either the Owner's property or property belonging to Guest, (c) gross negligence of Guest or intentional misuse of the furnishings, appliances, equipment or other amenities provided with the Cabin, (d) damages caused while under the influence of alcohol or drugs, (e) damages to real property resulting from operation of any motorized vehicles of Guests. This liability shall extend to all members of the Guest's party.
11. **Trip Insurance:** It shall be sole responsibility of the Guest to acquire all travel and trip insurance as they deem necessary.
12. **Pets:** Pets are not permitted on the property without express written permission of the Owner.

Any undeclared pets are grounds for an immediate expedited eviction and forfeiture of all monies.

If after vacating premises, it is discovered by the Owner that an undeclared pet has been present, an additional charge for cleaning of \$200 will be added to the Guest's Credit Card.
13. **Noise:** The Owner requests that the Guests of the Cabin respect the neighbors by keeping noise to a minimum.
14. **Cleaning:** The Cabin is cleaned before you arrive and again after you depart. There is no daily maid service. Please report any cleaning concerns to the Owner immediately upon arrival if something has been missed. Please keep in mind this is an authentic log cabin; With that comes issues that may be beyond the control of the Owner.. It is requested upon departure that all linens used during your stay be placed in the closest bathtub, and garbage place into receptacles outside. Please return all furnishings, cooking utensils and recreational equipment to its original place.
15. **Hot Tub:** Tenant is responsible for proper care of the Hot Tub. Hot Tub instructions are posted inside

the Cabin. The hot tub must be covered when not in use to retain heat. Do not sit on the hot tub cover or use it for storage. Damage to the cover or the Hot Tub due to the misuse will result in additional charges. Please do NOT set the thermostat higher than 104 degrees. Due to the high temperatures, hot tubs are not suitable for small children, the elderly, or pregnant women. Children should not be left unattended. Time in the hot tub should be limited to 15 minute increments. It is imperative that everyone (adults and children) shower before entering the Hot Tub to remove body oil. Tenant does hereby covenant and agree to defend, indemnify and hold harmless the owners of the subject property from and against all liability, loss, damages, claims actions (including cost and attorney fees) for bodily injury, paralysis or death and/or property damage, to the extent permissible by law, arising out of or in connection with the use of the Hot Tub.

16. **Items included in cabin:** The Cabin is equipped with linens, towels, cooking & eating utensils. A washer and dryer, and a dishwasher. Should there be any issues with appliances, heating/air systems and/or the hot tub, the Owner will make every effort to have the repairs done in a timely manner during reasonable hours.
17. **Smoking:** Smoking of any kind is NOT allowed inside the Cabin. This includes cigarettes, pipes of any kind and cigars. Smoking is only allowed outside and trash must be disposed of in a safe and proper manner and not on the driveway or lawn. The owner reserves the right to increase the cleaning fee if evidence is found and automatically apply said increase to the Guests' credit card.
18. **Grills:** A charcoal grill may be provided. A designated area away from the cabin is constructed. The grill must stay in this area and under no circumstance be moved closer to the cabin or on the porch. The Owner will dispose of charcoal remains after it has cooled.
19. **Mandatory Evacuation:** If State or local authorities order mandatory evacuations of an area that includes the Cabin, Guests must comply with that order, Guests shall not be entitled to any refunds from the Owner, but Owner will cooperate with any travel insurance claim to be filed.
20. **Transfer of Property:** In the event the Owner transfers this property 180 or more days prior to the anticipated date of occupancy by Guests, the guest will be notified by USPS or email as to the moving of funds to the Owners Trust account as identified in NCGS 42A.
21. **Indemnity:** All Guests agree to release, indemnify and hold harmless the Owner from and against all liability for injury to the person of the Guest, to any member of his/her party or any Guest, resulting from any cause whatsoever. The indemnification specifically includes the premises and hot tub. Guest further indemnities and holds harmless Owner from and against any liability for personal injury or property damage sustained by person or guest of guest as a result of any cause, unless caused by the negligent or willful act of the owner to comply with the Vacation Rental Act. In the event the Owner is unable to make available the Rental property for any reason Guest hereby agrees that Owners' sole liability as a result of this unavailability is to provide a full refund of all moneys paid under this agreement and Guest expressly acknowledges that in no event shall Owner be held liable for any special or consequential damages which result from this unavailability.

BY BOOKING THROUGH VRBO, I ACKNOWLEDGE THAT I HAVE READ THE ABOVE AND AGREE TO THE CONDITIONS OF THIS CONTRACT AND UNDERSTAND THAT THIS IS A LEGAL AND BINDING CONTRACT.