



4 Seasons Vacation Rentals & Sales, LLC.
Mail Received At: PO Box 211, Jefferson, NC 28640
Physical Location: 370 S. Main Street, Jefferson, NC 28640
Phone: 336-246-2700 Fax: 336-246-2701

Vacation Rental Lease Agreement

THIS IS A VACATION RENTAL AGREEMENT UNDER TITLE 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) VRA DOES NOT APPLY TO RENTALS FOR BUSINESS OR EMPLOYMENT PURPOSES.

4 Seasons Vacation Rentals & Sales is the "Agent" and is authorized to place all payments in an interest bearing account with interest received, payable to the Agent.

1. **RESERVATION PAYMENT** Advance rent payment of 1/2 of the base rent, processing fee, and Travel Insurance (if desired) and any other fees related to services are due upon making a reservation. The remaining balance is due thirty (30) days prior to check-in. We accept personal check, money order, cashier's check, debit, Visa/MasterCard/Discover. Personal checks will not be accepted within 30 days of your arrival date. There will be a \$25.00 charge for returned checks. If the reservation is made within 30 days of check-in, the full amount is due upon reservation. Agent is authorized to place all rent payments in Agent's Rental Trust Account at First Citizen's Bank & Trust in West Jefferson, NC, with any interest accrued payable to Agent.

2. **RESERVATION CONFIRMATION** By accepting this Vacation Rental Lease Agreement, Tenant also accepts payment terms as stated in the Reservation Confirmation Page.

3. **SECURITY DEPOSIT/ ACCIDENTAL DAMAGE PROTECTION/ RESERVATION PROCESSING FEE** There is a minimum security deposit of \$300.00 for most properties unless otherwise advertised. Upon satisfactory inspection, your security deposit will be refunded within forty-five (45) days of your departure by check. Deductions may be made for actual damages caused by Tenant as permitted under the Tenant Security Deposit Act. Other deductions include unpaid long distance, Cable /satellite TV charges, linen laundering, extra cleaning, etc. In lieu of a security deposit, Accidental damage protection (DD Waiver) can be purchased for \$45 to cover damages and accidents, subject to exclusions and limitations that occur to the premises during your rental period up to \$500. Any damage or accident that is not covered under the policy will be the responsibility of the leaseholder. Additional house cleaning/linen fees are not covered and are sole responsibility of tenant. Accidental damage protection does not cover intentional damage, theft, acts of God, defective parts, long distance and pay per view charges, gross negligence, moving furnishings back, linen laundering costs, extra cleaning, pet damage, loss of use, normal wear and tear or any cause not reported by the end of the guest's stay. Any damage or accident that is not covered under the policy will be the responsibility of the leaseholder. The security deposit or DD Waiver is payable with the balance of your rent 30 days prior to your check-in. A non-refundable reservation processing fee will be added to each reservation.

4. **VACATION/TRAVEL INSURANCE** Insurance offered through Travel Guard covering financial losses you may incur because of unforeseen circumstances, illness, and injuries and it even includes coverage for mandatory evacuations. The cost of this insurance is due with your advance rent payment. A brochure outlining benefits, exclusions and limitations will be emailed with a copy of your Vacation Rental Agreement. If you elect NOT to purchase this coverage, you may delete the charge by initialing at indication on your Reservation Confirmation Page. Travel Insurance cannot be added once signed Vacation Rental Agreement and advance payment has been received. Once insurance premium is paid, it is nonrefundable. For questions regarding this plan call Travel Guard at 1-888-409-7749 referencing product # 008573 P1.

5. **DISBURSEMENT OF RENT AND THIRD PARTY FEES** Tenant authorizes Agent to disburse up to 50% of the rent set forth in section 1 above to the Owner or as Owner directs prior to Tenants occupancy of the premises, and the balance of the rent upon the commencement of the tenancy, a material breach of this Agreement by Tenant, or as 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.

6. **CHECK-IN/CHECK-OUT** Once you have paid in full and signed the Vacation Rental Agreement and Confirmation, you will receive your directions to the rental property and keybox code via email. If no email address is on file you will receive it by mail. Tenants may check-in to their cabin after 4:00pm on the designated date of the confirmed reservation. In the event extensive cleaning is required, we must have until 6:00 pm to complete. After hours assistance is only available until 10:00 pm nightly, call our office at 336-246-2700 for that number. If your reservation is not paid in full you MUST check-in to our office before 5:00 pm Monday-Friday or by 1:00pm on Saturday. Check-out time is 11:00am on the scheduled date of departure. Failure to checkout on time may result in an extra day's charge. All keys must be locked back into the keybox at the rental property. Failure to do so will result in a \$25.00 charge. EARLY CHECK-IN or LATE CHECK-OUT IS NOT GUARANTEED but may be available for a fee of \$25. Early Check-In and Late Check-Out fees will not be refunded should you change your mind for any reason.

7. **FAMILY GROUPS ONLY** -It is the policy of Agent to rent only to family groups. You must be at least 24 years of age to reserve a rental property and sign the lease and must also be a resident at the property during the entire term of the lease. We lease properties without regard to race, color, religion, sex, national origin, handicap or familial status of any tenant. A family group is defined as parents, grandparents, children and extended family members vacationing in one home. A nonfamily group is defined as unmarried young adults, high school students, college students or any other group-type situation. No parties, chaperoned, unchaperoned, fraternities, school or civic groups allowed. ABSOLUTELY NO HOUSE PARTIES ALLOWED. ID's must be furnished if requested. Violation of the above may be grounds for expedited eviction with no refund except for the refund of such security deposits as may be required under the provisions of the Residential Tenant Security Deposit Act. The security deposit paid by the Tenant may be applied to actual damages caused by the Tenant and any other purposes permitted under the provisions of Article 6, Chapter 42 of the North Carolina General Statutes entitled "Residential Tenant Security Deposit Act." NC Gen. Stat. 14-100 makes it a crime to obtain any rental unit under false pretenses.

8. PROPERTY/ OCCUPANCY/ DESCRIPTION Our occupancy limits are determined by local health laws on homes served by septic tanks and must be adhered to. Campers and motor homes cannot be parked on the property. In the description of each property, the maximum number of people the property will accommodate is stated. Any violation of the maximum occupancy may be grounds for immediate eviction. The occupancy numbers stated in this brochure and on this agreement are based upon the number of beds that the owner has placed in the dwelling and may or may not be consistent with the occupancy levels established by the original building permit or other governmental regulations. Agent has not verified the state occupancy with the building permit or other governmental regulations. If you have questions or concerns related to occupancy, please contact our office. Every rental unit is privately owned and reflects each owner's personal tastes. Property reserved sight unseen is represented by Agent as realistically as possible with regards to space, physical conditions and amenities. We will be UNABLE TO MAKE SUBSTITUTIONS OR REFUNDS UPON ARRIVAL. We are at a high elevation mountain area, thus to reach the rental property you may be driving on narrow winding gravel roads. In the winter months snow and ice are common. It is recommended to drive 4-wheel drive vehicles and bring chains. NO REFUNDS WILL BE GIVEN DUE TO ROAD CONDITIONS. We do not provide shuttle services.
9. PARKING Please be advised the parking capacity at the majority of our properties is 2-3 cars. Very few properties have the capacity for more than 3 cars. Park only in designated gravel or paved parking areas. NO DRIVING OR PARKING ON GRASS.
10. LOCKED CLOSETS Most of our property owners maintain a locked area in their cabin/townhome for their own personal use. These locked areas are not intended for tenants' use.
11. CANCELLATION POLICY Our cancellation policy requires that a fee of \$50.00 and the reservation processing fee be charged for any cancelled or changed reservation. If the reservation is cancelled, no refunds can be made until the property has been re-rented and confirmed. If the property is not re-rented, Tenant's entire advance rent payment must be forfeited; in addition, no refunds of any kind other than the aforementioned cancellation refund can be made. No transfer can be made once the reservation has been confirmed. All cancellations MUST be received in writing. Travel Insurance is non-refundable. If you purchased travel insurance you may be due a refund from the travel insurance company.
12. FURNISHINGS & CLEANING Every property is equipped with basic housekeeping items such as pillows, blankets, bed linens, towels, furniture, kitchen appliances, pots, pans, dishes, glasses, and silverware, lawn or deck furniture. The condition of the property varies according to the age and care by the individual owner. 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. Specific cleaning requirements are as follows: all kitchen cooking, eating and drinking utensils / equipment are to be cleaned and stored in its proper place. I.E. leave it as you found it. For your convenience, beds are made with clean sheets (except futons & upper bunks). Failure to clean property as specified will result in a cleaning charge.
13. HOUSEKEEPING SERVICE For your convenience, beds are made (except futons & upper bunks) Guest are expected to launder and fold all linens used by guest or pay a linen fee.
14. TELEPHONES Some properties offer free unlimited long distance however, most of our rental properties do provide telephones for local calls only requiring a calling card or credit card for long distance calls. Some properties do not have phones at all.
15. PETS Absolutely no pets permitted on any premises unless otherwise stated in the individual property description. Pets shall be limited to 2 domestic, house-broken adult dogs (no puppies). No cats permitted. For those properties that allow pets, a \$50.00 non-refundable pet fee will be charged per pet or more for a stay greater than 7 days. Pet owners will be liable for any damage and ALL pets must be declared upon reservation. Violation of this regulation is grounds for expedited eviction without refund. Absolutely no pets in bathtubs, showers or hot tubs.
16. GRILLING Please clean the grill and dump the cool ashes in metal container. If a gas grill requires propane, it is available at many locations including Wal-Mart and Lowes Hardware and will be the responsibility of the tenant to refill.
17. REFUNDS The Property Owner and Agent will not be responsible for damages to a Tenant's belongings due to malfunctioning equipment or appliances. Please report any items of disrepair to our office immediately and we will have them repaired as soon as possible. There will be NO REFUND for mechanical failure on air conditioners, dishwashers, refrigerators, washers, dryers, televisions, DVD's and hot tubs. No refunds will be made for disruption of utilities including power, water and/or cable. Tenants shall be charged for any unnecessary maintenance calls requested by Tenant. There will be a charge of \$25.00 if Agent is required to unlock a rental property in the event a Tenant loses a key or locks it inside the property. Tenant will be responsible for damages resulting from any attempts to force entry into a rental property.
18. CONSTRUCTION New construction is a part of the NC Mountains. If your rental property is near new construction, please be understanding. NO REFUNDS OR MOVES WILL BE MADE.
19. HOT TUBS Some of our homes feature hot tubs. Hot Tubs are available year round unless otherwise noted in the individual property description. Property Owners do not allow rentals of soft spas/hot tubs by tenants due to electrical and/or structural damage. Special risks may be involved in using hot tubs and Tenant assumes ALL responsibility for himself and his guests for the consequences of those risks. The chemicals used to keep hot tubs sanitary may cause fading in some swimsuits and some individuals may experience mild skin rashes. Tenant agrees to waive any claim whatsoever against Owner and/or Agent for accidents or claims arising from use of said equipment. The Tenant also understands and agrees that he is responsible and liable for damages that occur to said equipment through his or his Tenants misuse and/or negligence. Unsanitary condition(s) resulting from Tenant's use requiring additional service such as water replacement, shock treatment, etc. is at the Tenant's expense. Tenants should contact Agent regarding ANY questions or concerns about hot tub and not attempt to make changes to water level or chemical level. Absolutely no pets in hot tubs. Absolutely no children under 12 years old in hot tubs. Tenants are responsible to keep hot tub cover secured on the hot tub at all times not in use. Tenant should follow all hot tub instructions posted.
20. TAXES All rental prices are subject to a North Carolina State Tax and County and State and City Lodging Tax.
21. ERRORS Descriptions and rates listed in brochures and via the internet are subject to change without notice. Omissions, additions, errors and Owner changes in property bedding, furnishings, equipment, etc., can occur, thus Tenant agrees to hold Agent and Owner harmless for such.
22. TRANSFER OF PROPERTY If this Vacation Rental Agreement is to end not later than 180 days after the voluntary transfer of the property by Landlord to a Grantee, the Grantee takes title to the property subject to the terms of the Vacation Rental Agreement. If the Vacation Rental is to end more than 180 days after the recording of the Grantee's interest, the Tenant shall have no right to enforce the terms of this agreement unless the Grantee agrees in writing to honor such term. In such event, Tenant shall be entitled to a refund of any payments made. Prior to entering a sales contract, Agent/Owner shall disclose to the purchaser, the time periods that the property is subject to a Vacation Rental Agreement, and within 10 days after transfer of a vacation rental property, shall disclose to the Grantee, the Tenant's name, address and copy of the Vacation Rental Agreement. Upon transfer of the property to the Grantee, the Grantee has until 20 days after transfer of the property to notify the Tenant of the transfer, the Grantee's name and address and the date the Grantee's interest was recorded; Grantee shall advise the Tenant whether the Tenant has the right to occupy the property subject to the terms of the Vacation Rental Agreement and the provisions of the Vacation Rental Act; and advise Tenant whether Tenant has the right to receive a refund of any payments made. Within 30 days from the termination of the Landlord's interest in the property subject to the Rental Agreement, all advanced rent paid by the Tenant shall be transferred to the Landlord's successor in

interest and the Tenant shall be notified by mail of such transfer including the name and address of the transferee. In the event that the Vacation Rental Agreement shall end more than 180 days after the recording of the interest of the Landlord's successor in interest, unless the Landlord's successor in interest has agreed in writing to honor the Vacation Rental Agreement, Landlord shall, within 30 days transfer all advanced rent paid by the Tenant, and the portion of any fees remaining after any lawful deductions, to the Tenant. Funds held as security deposit shall be disbursed as provided in N.C.G.S. 42A-18. In the event of an involuntary transfer of Landlord's interest, Landlord shall refund to Tenant, within 60 days after such transfer, any payments made by the Tenant.

23. AGENCY DISCLOSURE By North Carolina law, Agent hereby notify you that Agent- 4 Seasons Vacation Rentals & Sales, is employed by and represents the Property Owner. Agent will make every effort to assist you in the selection of your rental property. Agent receives commission on some services offered to Tenants.

24. LIMITATIONS OF REMEDIES, DAMAGES AND INDEMNITY In the event the Owner is unable to deliver said property to Tenant under this agreement because of fire, eminent domain, or if the property is unavailable because of delay in construction or because of lack of water or sewer, Tenant hereby agrees that the Owner's sole liability, as a result of any of these conditions, is the refund of consideration previously tendered by Tenant pursuant to the terms of this agreement for the period of time the property is unavailable, and Tenant expressly acknowledges that in no event shall Owner or Agent be held liable for any consequential or secondary damages, including, but not limited to, any expense 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 to a full refund or all consideration previously tendered by the Tenant. If Agent is able to relocate Tenant, Tenant agrees to pay any difference in rental amount. The Tenant agrees to release and indemnify the Owner and Agent from and against liability for injury 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 Agent. Tenant shall not be entitled to any refund due to unfavorable weather or disruption of utility services (including cable).

25. TENANT DUTIES Tenant agrees to comply with all obligations imposed by the Vacation Rental Act on the 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 repairs 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 regulation. Tenant's breach of any duty contained in the paragraph shall be considered material, and shall result in the termination of Tenant's tenancy.

26. DISPUTES This Agreement shall be governed by and interpreted in accordance with the laws of the State of North Carolina, and shall be treated as though it were executed in the County of Ashe, State of North Carolina. Any action relating to this Agreement shall be first handled by mediation. Then, instituted and prosecuted only in the Ashe County Superior Court, North Carolina. Tenant specifically consents to such jurisdiction and to extraterritorial service of process.

The Tenant, his/her family, guests and agents shall comply with and abide by all the Agent's existing and reasonable future rules and regulations, governing the use and occupancy of the premises and any common areas used in connection with them. Any breach of said rules and regulations may be grounds for immediate eviction with no refund of rents. Tenant is subject to the expedited eviction proceedings set forth in N.C.G.S. 42A-23 et seq. A copy of the rules and regulations is contained herein and the tenant acknowledges that he/she has read them by signing this agreement. THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

TENANT _____ (SEAL)

DATE _____

AGENT Sherrie Bare, 4 Seasons Vacation Rentals & Sales, LLC.