

# CAROLINA MOUNTAIN VACATIONS



CABINS IN THE GREAT SMOKY MOUNTAINS

## *Welcome Guests!*

*If you have used vacation rentals, you will see all the usual points below. If this is your first time, don't worry, it is pretty easy! It just protects you and us and makes sure that we are all on the same page.*

*We are a professional vacation rental management company and the state of North Carolina requires us to have these agreements in place as a benefit to you, the guest. When you rent from a non-pro your rights are not protected. A handshake and a smile is an admirable way to do business...but we have found that clearly written agreements provide a wonderful peace of mind. Rest easy, you are protected with Carolina Mountain Vacations.*

EST. 2001

VACATIONS  
Bryson City, North Carolina

# ***CAROLINA MOUNTAIN VACATIONS, LLC.***

## ***VACATION RENTAL AGREEMENT***

We know that you are going to have a wonderful time in Bryson City and thoroughly enjoy the vacation rental you have chosen. Below you will find a number of best practices and important disclosures that will help you enjoy your vacation from beginning to end. A copy of this Vacation Rental Agreement with the Cabin's name will be included in the confirmation e-mail with the invoice.

*If you have questions about this Vacation Rental Agreement, we would love to answer them for you. Our toll free number for questions about this agreement is: 877-488-8500.*

**THIS IS A VACATION RENTAL AGREEMENT UNDER THE NORTH CAROLINA VACATION RENTAL ACT, WHICH CAN BE FOUND IN SECTION 42A OF THE NORTH CAROLINA GENERAL STATUTES AND MANY OF THE TERMS AND CONDITIONS OF THE AGREEMENT ARE GOVERNED BY THOSE STATUTES. THIS AGREEMENT BINDS YOU TO A SPECIFIC CABIN FOR A SPECIFIC TIME. IF A PROBLEM ARISES DURING YOUR STAY EVERY EFFORT WILL BE TAKEN, WITHIN REASON, TO RESOLVE THE ISSUE. HOWEVER, WE ARE UNABLE TO RELOCATE TENANTS WITHOUT PROPER AUTHORIZATION. PLEASE BE AWARE THAT, UNLIKE HOTELS, OUR RENTAL PROPERTIES ARE EACH INDIVIDUALLY OWNED AND HAVE NO CORRELATION TO EACH OTHER. 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 GUESTS. YOUR VERBAL AUTHORIZATION AT THE TIME OF RESERVATION, YOUR SIGNATURE ON THIS AGREEMENT, PAYMENT OF MONEY AND/OR TAKING POSSESSION OF THE CABIN AFTER RECEIPT OF THIS AGREEMENT IS EVIDENCE OF YOUR ACCEPTANCE OF THIS AGREEMENT. ALSO IT IS YOUR INTENT TO USE THIS PROPERTY AS A VACATION RENTAL. CAROLINA MOUNTAIN VACATIONS IS HEREBY KNOWN AS "CMV".**

**1. NIGHTLY MINIMUMS:** *Nightly minimums may be different for each Cabin.*

Properties require a 2-3 night minimum stay depending on the cabin. Longer minimum stays may be required during holiday periods and the months of June, July and October.

*This following section explains the different payment policies (a. or b.) depending on when you secure your reservation.*

**2. PAYMENTS:** All payments made by the Guest shall be deposited in an escrow account with United Community Bank, 145 Slope Street, Bryson City, NC 28713. Please initial, sign and return this document to CMV as follows:

**a. IF YOUR RESERVATION IS SECURED MORE THAN 15 DAYS PRIOR TO ARRIVAL:** A deposit of the first 2 nights will be required on a major credit or debit card (Master Card, Visa or Discover; **we do not accept American Express**). Balance is paid at check-in. Full payment is due at time of reservation if made 14 days or less prior to check-in (see below). Upon making your reservation, you will receive an email confirmation and a copy of our VRA. Please, read, initial and sign the VRA. You may return it by e-mail, Fax 1-828-488-7533 or when you check-in. If you prefer to pay the final balance with check or money order, checks must be received 30 days prior to check in. Payments should be made to Carolina Mountain Vacations. Mail payments to **P.O. Box 2505, Bryson City, NC 28713.**

**b. IF YOUR RESERVATION IS SECURED LESS THAN 14 DAYS PRIOR TO ARRIVAL:** Your reservation will be secured by phone with payment in full on a Master Card, Visa or Discover; **we do not accept American Express**. Upon making your reservation, you will receive an email confirmation and a copy of our VRA. Please, read, initial and sign the VRA. You may return it by e-mail, Fax 1-828-488-7533 or when you check-in.

**3. OTHER CHARGES AND FEES:** **a. SMOKING** inside the rental cabins is **PROHIBITED**. All cabins are **NON-SMOKING**. If this regulation is violated and smoking has been detected in the cabin, a \$500 penalty for cleaning services due to unauthorized smoking will be charged to the credit card on file. By signing this Agreement, Carolina Mountain Vacations is authorized to charge this fee to your credit card on file. ***Please do not smoke in vacation cabin.***

**b.** A fee of \$100 will be charged for all returned checks.

c. CMV receives a commission from services provided by our office.

d. All reservations incur 6.75-7% NC Sales Tax and County Occupancy Tax of 3%-5% in addition to the rental amounts and fees. Rates are subjected to applicable state sales and county occupancy taxes which are in effect during the time of your stay. Please note that these are subject to change as authorized by the appropriate governing body. Carolina Mountain Vacations will adjust your reservation to reflect current tax rates which are in effect at the time of your stay. Carolina Mountain Vacations will credit or debit your account for tax changes.

**4. SECURITY AUTHORIZATION HOLD:** A Security Authorization Hold is required on a major credit card. The Security Authorization Hold amount ranges from \$150-\$500. Your Security Authorization Hold must be made at the time check-in. Security Authorization Holds are released within 30 days of departure in accordance with NC law. Whether or not a Security Authorization Hold is required, a guest is responsible for any intentional damage due to willful negligence on leased Cabin. A guest agrees that charges can be processed on their credit card.

**5. DAMAGES:** *We understand that accidents happen and these terms are the best way to make sure everyone is treated fairly in the event that damages occur. We are here to help and will work with you to resolve any issues. Please treat your vacation rental with respect and remember that our owners are sharing their home with you.*

a. Immediately upon arrival to Cabin guests agree to notify Carolina Mountain Vacations of any noticeable damages or conditions requiring repair or maintenance. Guests agree to be responsible for any damages to the premises during their rental stay. This includes damages to the furnishings and household items that result from the action or inaction of guests or their invitees excluding normal wear and tear. Guests further agree to reimburse Carolina Mountain Vacations for collection costs if necessary and reasonable attorney fees.

b. After a Guest's departure, the cabin is inspected and inventoried for damages and missing items. Guest will be notified within 48 hours of check out if damages are found. North Carolina Law allows 30 days from departure date for damages to be assessed and billed to Guest's account. Guests agree that if they do not report all losses or damages to Carolina Mountain Vacations no later than the departure date, all claims under the Security Authorization Hold will therefore be the responsibility of the Guests.

c. Guests are responsible for any intentional damage due to willful negligence of the leased Cabin as well as any items missing from the leased Cabin after Guest's departure. Guests will be notified in writing and Guests agree that charges related to intentional damage caused by willful negligence or cost of replacement for missing items can be processed on Guest's credit card on file provided Carolina Mountain Vacations does not receive payment from Guests within 10 days of notification.

**6. CANCELLATIONS, TRANSFERS AND FORFEITS:** *Cancellations with short notice are unfair to both Carolina Mountain Vacations as well as the Cabin owner. If you must cancel be sure to do so at least 31 days in advance of your arrival date.*

a. All cancellations made within 31 days of arrival are non-refundable. In the event you must cancel your reservation within 31 days of arrival, please notify us as soon as possible. We will make every effort to re-rent the Cabin for your original dates. If we re-rent the Cabin for the total number of reservation nights, all monies (less a \$75 cancellation fee) will be returned within 30 days after re-booking. If we re-rent the Cabin for less than the total number of reservation nights, we will refund the monies for this portion of the rental rate (less a \$75 cancellation fee) within 30 days after re-booking. If after diligent effort, we are unable to re-rent the Cabin, the full rental payment will be forfeited.

b. If cancellations are made outside of the 31 day arrival, your deposit will be refunded minus a \$75 cancellation fee within 30 days of the cancellation date.

c. Your reservation may be switched to a different cabin if you notify us 31 days or more prior to your arrival. Reservations **CAN NOT** be transferred to another cabin within 31 days of arrival.

d. Please remember that you are making an agreement with CMV for an individually owned Cabin. If you are disappointed or unsatisfied with the cabin due to different tastes according to décor, accommodations, location, construction, mountain road conditions, etc. and decline to stay at the cabin, this will be considered a cancellation and no rent reduction or refund will be issued. If you have particular needs such as a disability or severe medical condition, CMV will attempt to answer and address all concerns. If the Cabin is not fit and habitable, CMV will substitute a reasonably comparable property. If a Cabin cannot be substituted, CMV will

refund to the guest all payments made by guest. CMV will conduct all activities in regard to this Agreement without regard to race, color, religion, sex, national origin, handicap or familial status of any guest. Guest agrees to hold harmless Carolina Mountain Vacations for any inaccuracies.

e. CMV is not responsible for the weather or other acts of God and there will be no refunds for these occurrences.

f. **Transfer of Cabin:** In the event the owner transfers the cabin 180 or more days prior to the anticipated date of occupancy by Guest, CMV will make every effort to maintain the reservation in the current cabin or move your reservation to a comparable available cabin. If circumstances prevent this, a full refund will be paid to the Guest. CMV will promptly notify Guest if cabin is transferred. If Guest transfers to another cabin, advance rental deposit will transfer to the new cabin.

**7. OCCUPANCY:** *Please respect maximum occupancy rules. Most mountain cabins and homes run on private septic and well systems. Overtaxing these systems can cause serious problems.*

a. Maximum occupancy refers to all persons over the age of one year old. Maximum occupancy violations will result in rent forfeiture and immediate eviction of Guests. Guests will obey occupancy limit at all times. Violations of maximum occupancy can cause property damage (for example, well and septic overuse) as well as violate local laws and regulations. Please obey our maximum occupancy limits at all times. Any maximum occupancy violation constitutes a breach of contract and Guest agrees that any such violation, in addition to any other remedies herein, will result in forfeiture of any remaining immediate eviction of Guests and an additional charge of \$250 representing liquidated damages.

b. Absolutely **NO** pyrotechnics, unsupervised outdoor fires, any and all off-road vehicles, audible disturbances or littering will be permitted on rental premises.

**8. CMV DUTIES/MECHANICAL FAILURES/REPAIRS/APPLIANCES:** *When renting a vacation cabin, you gain a wealth of amenities and features that you won't find at a hotel or resort. Unfortunately, even with rigorous maintenance, sometimes things stop working properly. This section covers how that affects your stay, things to be careful about when using and what CMV will do in case of maintenance issue occurs at your vacation cabin.*

a. CMV agrees to provide the cabin to the Guest in a fit and habitable condition. If at any time of occupancy CMV cannot provide the cabin in a fit and habitable condition or reasonably cure the same or substitute a reasonably comparable property in such condition, CMV shall refund to Guest payments made by Guest.

b. CMV is not responsible, nor will refunds be issued for mechanical failures of non-essential or luxury items. In the case where the cabin sustains a failure of a system or amenity (at the time of or during the stay) including, but not limited to water, sewer, septic, heating, electrical, mechanical, ventilating, structural systems, fireplaces, air conditioning, pool, hot tub, jetted tub, entertainment equipment, internet and Wi-Fi, satellite/cable service, or other facilities or major appliances, CMV shall promptly repair such system or amenity in a commercially reasonable manner and time upon notice from Guest that repairs are needed. Guest agrees to permit CMV or its service staff to have reasonable access to the cabin to inspect and make such a repair in a commercially reasonable manner and time. Neither cabin owner nor CMV shall be liable to Guest in damages and no refunds will be given for such temporary failure or minor disruptions of any utilities, provided CMV is causing the system or amenity to be repaired in a commercially reasonable manner and time after having notification from Guest that repairs are needed. Speed of service cannot be guaranteed due to the disbursement and remoteness of our cabin rentals.

c. **Hot tubs.** Many of our cabins include hot tubs. Guests should be aware of some risks that can be associated with hot tub use. Some of these risks can include discoloration of swimwear due to chemicals used to sanitize tubs, and minor skin rashes if sensitive to the chemicals. Absolutely no dogs or children are allowed in the hot tubs. CMV cannot be held responsible for hot tub and pool injuries or discomforts. Guest acknowledges waiver of liability, including but not limited to hot tub, whirlpool, sauna, outdoor/indoor pool, fire pits, elevator, herein after called special feature if so equipped. The Guest understands that there are potential risks that the special features may present; dangers to persons using the special features for too long, or to persons intoxicated or using any kind of drugs or medications. Guests of special attention, including but not limited to pregnant women, elderly and disabled persons should use heavy caution while using special features. The Guest agrees to explain the risks of using the special feature to any guests at the cabin and to be fully and solely responsible for any accidents that guests may incur. The Guest understands the risks discussed above and agrees to assume all responsibility for the consequences of those risks. Guest agrees to waive any claim whatsoever against CMV and cabin owner for accidents and claims arising from use of special feature. The Guest agrees to indemnify CMV for any claims arising from Tenant's guest use of the special feature. The Guest also understands and agrees that he/she is responsible and

liable and will pay CMV upon request for any damages that occur to the special feature and its support equipment through the misuse and/or negligence for example, but not limited to, damaging the hot tub cover and/or pool liner, or allowing the water level to become too low or causing water overflow outside the unit.

**d.** Most of our rental cabins do provide telephones for local calls only. Cell phone service is not guaranteed at our rental cabins.

**e.** In the event that rented premises become uninhabitable prior to rental period, or in the event of an error in reservation procedure or change in the ownership that precludes occupancy by Guest, CMV reserves the right to put into effect appropriate corrective action without loss to CMV. Liability to CMV/cabin owner is limited to rental monies paid by Guest. Notification of such corrective action will be provided to Guest at the earliest possible time.

***PLEASE CONSERVE WATER!***

**9. WELL, WATER AND PRESSURE:** Many of our properties are on individual or shared wells. Although the working condition of the equipment is maintained, water interruptions may be experienced particularly in times of drought or inclement weather. Please help us by conservative use of water. Spread showers/baths out between morning and night if possible. Please report any leaks or running toilets immediately so they can be repaired.

***Be careful; CMV cannot be held liable for your injuries.***

**10. ACCIDENTS/HOLD HARMLESS;** Guest agrees to hold CMV and Owner harmless from and against any liability for any accident, personal injury or damage sustained by any person (including "your" guests) as a result of any cause. Guest must immediately report any accidents or injury to CMV.

**11. REASONABLE ACCESS:** Guest agrees that CMV may enter the Property during reasonable hours to inspect the Property to make such repairs, alterations or improvement as appropriate.

**12. EXPEDITED EVICTION:** If the term of this Agreement is 30 days or less, the expedited eviction procedures set forth in the North Carolina Vacation Rental Act will apply. Guest may be evicted under such procedures if Guest: (1) holds over in possession of the Property after the term of this Agreement has expired; (2) commits a material breach of any provision of this Agreement (including any Addendum to the Agreement) that according to its terms would result in the termination of Guests tenancy; (3) fails to pay rent as required by this Agreement; or (4) has obtained possession of the Property by fraud or misrepresentation.

**13. MANDATORY EVACUATION:** If State or local authorities order a mandatory evacuation of an area that includes the Property, Guest shall comply with the order. Upon compliance, guest will be entitled to a refund of the prorated rent for each night that guest is unable to occupy the Property because of the order.

**14. PETS:** *We love our furry friends! If you are staying at a pet friendly rental cabin, please review the **Pet Policies below**. There are potential consequences for bringing unauthorized pet onto any CMV property.*

Guests will be required to sign the CMV Pet Policy.

**Policies for Carolina Mountain Vacations Pet-Friendly Cabins**

1. CMV only accepts well-behaved, housebroken dogs into our pet friendly cabins. Even though we love all pets, we regret that we are unable to allow any animals other than dogs in our rental cabins. Absolutely no cats are permitted in CMV rental cabins. For the purpose of this agreement, the term "pet" is always used in reference to a dog.
2. For pet friendly cabins, there is a \$45 non-refundable pet fee for the first pet, \$20 for the second pet and \$20 for the third pet. Any misrepresentation regarding the number of pets at the cabin will be charged accordingly.
3. Pets are only permitted with prior approval. Be sure to notify us if you are bringing a dog to one of our pet-friendly cabins. If prior approval has not been authorized and there is evidence of a pet having been at the property, the penalty may include a \$200 charge, immediate removal of the pet and eviction from the cabin with the forfeiture of all rental payments.

4. In the interest of protection your dog, a leash should always be used when your dog is outside. While North Carolina does not have a state leash law, please note that cities and counties may have stricter regulations. No dog shall be tied outside the Cabin unless supervised by a responsible adult

5. As a general rule, dogs should not be left unattended in cabins. In an unfamiliar environment dogs may act uncharacteristically and unpredictably. They may get nervous and bark, causing a disturbance to neighbors. Or they may harm the cabin by chewing, scratching or making messes that they would not typically make at home. Please remember to be respectful of nearby neighbors. Always use a crate in the rare event that a dog must be left alone.

6. If you need veterinary services during regular business hours, please call our office and we will recommend (based on our experience with our four-legged family members) a veterinary hospital close to where you are staying.

7. Legal Disclaimer: Any damages to the cabin or cabin property or another person because of a pet will be the sole responsibility of the registered Guest. Guests are held financially responsible for all physical damages to the Cabin (i.e. chewing, scratching, flea infestation, etc.) inflicted on the Cabin by the presence of a pet. If extra cleaning is deemed reasonable due to the presence of a pet (i.e. soiled furniture and/or flooring, hair on furnishings or bedding, fleas), the Guest will be held financially responsible and the credit card on file will be charged for the amount of the repair/recovery. CMV is not responsible for harm caused to any pet.

**15. DIRECTIONS AND KEY INFORMATION:** *GPS does not always work in the mountains. It is strongly recommended that you use the directions on the confirmation that we emailed you to get to our office for check-in.*

a. CMV will provide detailed directions and key information to access vacation cabins on the day you check into our office. Internet mapping devices and navigation systems are NOT recommended for use in the Western NC Mountains. Information regarding check in procedures and directions to our office are emailed with your confirmation. Please call our office immediately if you are having trouble finding us. CMV cannot be held responsible if you are unable to locate our office and no rent reduction or refund will be made.

b. Please be aware that some NC mountain roads may be steep and/or curvy. Access to some of our cabins may require driving on gravel roads or driveways and paved roads or driveways can be difficult in inclement weather. Please adhere to any recommendation or requirement for a four-wheel-drive vehicle when listed in a property description. It is highly recommended that Guests try to arrive during daylight hours for their first visit to our area to become familiar with the area and roads.

**16 PERSONAL ITEMS:** *Please be sure to take everything home with you that you brought to the cabin!*

CMV is not responsible for Guest's personal belongings that are lost, stolen or left behind. If the items are found and are able to be returned, a \$10 retrieval fee, plus shipping, will be charged to the Guest.

**17. CLEANING:** *Let us know immediately if you find any issues at your cabin. We will do our best to fix it. Please leave the property as you found it and follow the checkout procedures given to you at check-in.*

a. All of our cabins are professionally cleaned before you arrive and after you leave. Upon arrival, please notify CMV immediately if you do not find the cabin in a suitable manner. CMV will make every effort to satisfy the Guest's needs. However, no refunds will be made. If we have not heard from you within 90 minutes of arrival at the cabin, CMV will assume that you are satisfied with cleanliness of the cabin and no further action will be taken. If you are a late check-in, please report cleanliness issues by 10:00 a.m. on the following morning by calling 877-488-8500 or 828-488-7500.

**18. CHECK-IN AND CHECK-OUT PROCEDURES:** *Please respect our Check-in and Check-out policies. Cleaning an entire cabin is a time consuming process and our housekeeping staff keeps a very tight schedule to ensure that each cabin is ready prior to a guest's arrival.*

a. **CHECK-IN IS AFTER 4 P.M. - you must check in at our office: 40 Greenlee Street, Bryson City, NC 28713.**

b. **CHECK-OUT IS BY 11 A.M.** If the cabin is not vacated by 11 a.m., CMV is authorized to enter the cabin and remove the Guest's belongings from the cabin at Guest's expense.

**c. EARLY CHECK-IN AND LATE CHECK-OUT:** Requests for early check-in or late check-out will be considered on a case-by-case basis. Please contact our office no less than 24 hours in advance with requests for an early arrival or late departure. Consideration is given based upon the property's "status" immediately prior to or following your reservation.

**19. ADDITIONAL PROVISIONS AND DISCLOSURES:** *Additional legalese here includes a Severability Clause, and Entire Agreement Clause and a statement specifying that, should a lawsuit arise, the proceeds would take place in Swain County, NC.*

**a.** CMV makes every effort to provide accurate information about the cabin you reserve. Every effort has been made to assure that the information on the website and communicated by our staff is correct. However, it is not guaranteed. The website will contain the most up-to-date information. CMV cannot be held responsible for changes made by the Owners such as décor or bedding or unintentional misrepresentation and no refunds will be made for such. CMV shall not be held liable for unintentional errors, omissions or changes in the advertisement of bedrooms and occupancy. The information herein is believed to be accurate and timely, but no warranty as such is expressed or implied.

**b.** The provisions of the Agreement are severable and the unenforceability or invalidity of any provision of the Agreement shall not affect the remainder of the Agreement. The parties acknowledge that it is their intention that if any provision of this Agreement is determined by a court to be unenforceable or invalid as drafted, that provisions should be construed in a manner designed to effectuate the purpose of that provision to greatest extent possible under applicable law. The parties hereby consent to the scope of such provision being judicially modified accordingly in any proceeding brought to enforce that provision.

**c.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and cancels and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, relating to the subject matter hereof. This Agreement may not be amended except in a writing signed by all parties.

**d.** The parties hereby consent and agree that if a dispute arises about the terms of the Agreement and a lawsuit or any other legal proceeding is initiated, the State of North Carolina has jurisdiction and venue is proper in the County of Swain.

*The "plain English", italicized sections of our Vacation Rental Agreement is an overview of the Agreement and is not a substitute for your reading the entire Agreement. In no way does it waive or alter the terms of the Agreement and it is the Guest's responsibility to review the Agreement in its entirety.*

**Guest acknowledges having read this Agreement before signing it, understands the meaning and legal effect of the terms of this Agreement and believes that this Agreement is fair and reasonable. Guest acknowledges receipt of a copy of this Agreement.**

**CARDHOLDER AGREEMENT: I have read, understand and agree to the above terms and policies. I agree to pay the following charges according to my credit card agreement.**

**Thank you for choosing Carolina Mountain Vacations. Please do not hesitate to contact us at 877-488-8500 with any questions. We hope you enjoy your vacation!**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date