



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. We know that you are going to have a wonderful time in Bryson City and thoroughly enjoy the vacation rental you have chosen.

On the following pages you will find several 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 email with your invoice. If you have questions about this Vacation Rental Agreement, we would love to answer them for you.

*Our toll-free number is: **877-488-8500**.*

*Local number is: **828-488-7500***

CAROLINA MOUNTAIN VACATIONS, LLC.

VACATION RENTAL AGREEMENT

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 PROPERTY 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 ALSO REFERED TO AS "CMV".

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

Properties require a 2-5-night minimum stay depending on the cabin. Longer minimum stays may be required during holiday periods and the months of June, July and October.

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.

A. TO SECURE (Book) YOUR RESERVATION: A deposit must be successfully made on a major credit or debit card (Master Card, Visa, Discover or American Express) in minimum of the amount determined on booking portal, but not ever less than the amount of one night's rent as listed for property being booked. No dates for a property can be secured without a deposit. Upon the successful charge to your card, you will receive a Reservation Confirmation email with invoice and this VRA, either in full or hyperlinked for download. If you have questions about anything contained with in this VRA please call our office during posted hours at 828-488-7500.

B. Full payment of balance must be made before guest is permitted access to property: Due date of final payment is determined by booking method and listed on invoice. To make final payment on or before due date, guests are required to:

- Online, login to CMV's Guest Access Portal** (login info provided in Reservation Confirmation email sent at booking) Payment must be on a major credit or debit card (Master Card, Visa, Discover or American Express).
- Call CMV's office** at 828-488-7500 during business hours to make payment over phone. Please make sure to have your reservation number available. This can be found on confirmation email and most correspondence from CMV.
- Come into Office**, on or before scheduled due date listed on reservation; Guest may stop in our office, located at 40 Greenlee St. Bryson City, NC 28713. Make payment in full of remaining balance on reservation. Payment may be on a major credit or debit card (Master Card, Visa, Discover or American Express).
- 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.**
- Failure to make full payment by due date:** CMV will; **2 Days** prior to final payment due date, send an email detailing any remaining balance and date full payment is due.
 - If final payment is still unpaid 29 days before scheduled arrival date, CMV will charge the remaining balance listed on invoice to credit card on file. With a successful charge to card on file guest will receive a final payment receipt by email. An email including directions, lock box codes and general check-in procedures will be sent 1 day before scheduled arrival date.
 - If charge to card on file is unsuccessful; CMV will for 2 days attempt to contact Guest by phone number and email listed on reservation, to arrange for an alternate form of payment.
 - If a balance is still due after emailed notice and 2 days of attempted communication with guest and at a date no later than 26 days before schedule arrival date; reservation will be CANCELED for nonpayment and subject to cancellation policies as described in this document; including but not limited to forfeiture of all monies paid and release of dates for rebooking.

3. OTHER CHARGES AND FEES:

- a. A fee of \$100 will be charged for all returned checks.
- b. CMV receives a commission from services provided by our office.
- c. Departure Cleaning Fee, the amount of this fee will be set on a cabin by cabin basis, plus applicable taxes.
- d. All reservations incur 3% processing fee.
- e. A non-refundable Pet Fee if a Pet is included on Reservation, only available at specific properties.
- f. All reservations incur NC Sales Tax and County Occupancy Tax 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. LIMITED DAMAGE WAIVER, (if purchased): NOT AVAILABLE FOR PURCHASE ON ALL BOOKING SITES.

We understand that accidents do happen after all, we are all human. Though as unintentional as accidents are, there is a cost to rectify their results. We believe the Limited Damage Waiver is the most practical method for both our Guest and Property Owners alike to provide for those expenses.

- a. The Limited Damage Waiver (LDW) is a one-time non-refundable fee waiving your financial responsibility for up to \$1,000 of accidental, unintentional damage by you, members of your party or invitees occurring during your occupancy of a leased property. The amount of the fee is specific to each property. Please treat your vacation rental with respect and remember that our owners are sharing their home with you.
- b. Upon arrival tenant must inspect the property and notify CMV of any visible damages or conditions requiring repair or maintenance. Unreported damages are assumed to have occurred during your occupancy. If an accident does occur during your stay, to take advantage of the LDW Tenant must notify Carolina Mountain Vacations (CMV) of accidental damage before departure. Tenant may call CMV's office to report an accident during their occupancy, but a written (email is acceptable) explanation must be received within 24 hours of departure for damages to be considered for unintentional classification. Tenant's written notification must include their name as listed on the reservation, name of leased property the accident occurred at, dates of stay and a brief description of damage.
- c. Damages must be reported to office staff before departure to be considered for accidental classification. All properties are thoroughly inspected and inventoried after tenant departure to determine missing items or any damages that may have resulted from tenant occupancy. If unreported damages are found, they will not be considered accidental and will be deemed intentional or of willful negligence and tenant will be held liable for full repair or replacement expense. 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. Accidental damage repair or replacement expenses exceeding \$1,000 remain the responsibility of Guest (Tenant). Missing or theft of items from property is not damage and tenant remains liable. Damage from pets is not included in this waiver and Tenant assume full responsibility as detailed in the Pet Agreement. Unregistered pets or pets at a non-pet friendly leased property constitutes a breach in the Vacation Rental Agreement voiding the LDW. Malicious, intentional or damage from willful negligence is not included in the LDW and tenant remains liable. Guests will be notified in writing and Guests agrees that charges related to intentional damage caused by willful negligence or cost of replacement of missing items can be processed on Guest's credit card on file, provided CMV does not receive payment from Guests within 10 days of notification. Any and all actions by tenant that void the VRA, as described in this document, also void the Limited Damage Waiver.

5. Security Deposit: (As an option to the LDW) NOT REQUIRED ON ALL BOOKING SITES.

Guest may provide a security deposit of \$600.00. This amount is due with final payment and must be made by credit or debit card. Security Deposits shall be deposited within 3 banking days of receipt into an escrow account with United Community Bank, 145 Slope Street, Bryson City, NC 28713. Security deposits will be refunded once the property has been fully inspected upon guest's departure and cleared of all damages. North Carolina Law allows 30 days from departure date for damages to be assessed and billed to Guest's account. If any damages have occurred or items have been found missing, the cost of replacements or repairs will be deducted from the Security Deposit. If damages exceed the Security Deposit amount, tenant will be responsible for the entire amount and the remaining cost will be charged to the tenant's card on file. Guests agree that these charges can be processed on Guest's credit card on file provided CMV does not receive payment from Guests within 10 days of notification. Carolina Mountain Vacations will refund security deposit (minus before mentioned expenses if necessary) within 45 days of tenant departure in accordance with NC law. Guests further agree to reimburse Carolina Mountain Vacations for collection costs if necessary and reasonable attorney fees.

6. Property Damage & liability: *This property is someone's second home that they are sharing with you. Please treat it with the same respect you would show your mother's home.* Tenant, or tenant invitees shall not cause any damage to be committed on any portion of the Premises, and at the expiration or earlier termination of this Lease, by lapse of time or otherwise. Tenant shall leave Premises in as good condition as existed at the Start Date of this Lease, ordinary wear and tear excepted. Tenant is financially responsible for cost to replace or repair damages deemed to have resulted from tenant's occupancy of property. When damages are in the extent to render property uninhabitable or otherwise un-rentable CMV may seek additional financial and or legal retribution from tenant. Upon arrival tenant must inspect property and notify CMV of any visible damages or conditions requiring repair or maintenance. Unreported damages are assumed to have occurred during your occupancy. All properties are thoroughly inspected and inventoried after tenant departure to determine missing items or any damages that may have resulted from tenant occupancy. Guest will be notified if damages are found. North Carolina Law allows 30 days from departure date for damages to be assessed and billed to Guest's account.

7. 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.*

CMV agrees to honor any additional cancellation policies established by third party booking platforms used to list properties we manage.

- 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. If Tenant elected to purchase travel insurance, the travel insurance company should be contacted with the claim by tenant. We will make every effort to re-rent the same Cabin for your original dates. If we re-rent the same Cabin for the original total number of reservation nights, all monies (less a 75\$ cancellation fee plus processing fee paid at booking and any Travel Insurance Premiums purchased) will be returned within 30 days after rebooking. If we re-rent the Cabin for less than the original total number of reservation nights, we will refund the monies equal to the rate of re-rented dates (less a 75\$ cancellation fee plus processing fee paid at booking and any Travel Insurance Premiums purchased) within 30 days after re-booking. If after diligent effort, we are unable to re-rent the same Cabin, all monies paid will be forfeited, including any travel insurance and processing fee.
- b) No-Shows are considered a last-minute cancellation and tenant forfeits the full rental payment including the processing fee, travel insurance if purchased and terminates lease agreement. If you are unable to arrive on your scheduled check-in date, please contact Carolina Mountain Vacations to inform of your delay and prevent the cancellation and rebooking of your dates.
- c) If cancellations are made more than 31 days before scheduled arrival, your initial payment will be refunded less a 75\$ cancellation fee plus processing fee paid at booking and any Travel Insurance Premiums purchased, within 30 days of the cancellation date.
- d) Guest may request to transfer reservation to a different cabin, or change the dates booked (subjected to availability), 31 days or more prior to arrival date. Reservations **CAN NOT** be transferred to another cabin or dates within 31 days of arrival. To request the transfer or any change to a reservation, Guest must contact Carolina Mountain Vacations by phone or email. Guest will be responsible for difference in rental rates of new cabin or dates.
- e) Please remember that you are entering into a rental agreement with CMV for a privately owned Cabin. If you are disappointed or unsatisfied with the cabin due to different discernments concerning 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, contact CMV prior to arrival to address these concerns. CMV will attempt to answer and address all medical concerns. If the Property is not fit and habitable, CMV will substitute a reasonably comparable property. If a property cannot be substituted, CMV will refund to the guest all payments made by guest less any Travel Insurance Premiums purchased. CMV will conduct all activities regarding 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.

f) CMV is not responsible for the weather or other acts of God and there will be no refunds for these occurrences. Travel Insurance has been offered with the reservation. Travel Insurance reimburses for pre-paid, non-refundable expenses due to certain unforeseeable circumstances that may jeopardize a vacation and incur unplanned expenses. Carolina Mountain Vacations strongly recommends the purchase of this valuable protection. Please refer specific questions to Travel Insurance provider.

g) **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.

8. OCCUPANCY: *Please respect maximum occupancy rules.*

Most mountain cabins and homes run on private septic and well systems. Overtaxing these systems can cause serious damages.

- 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 all Guests and Guest Invitees. Guests must always obey occupancy limit. Violations of maximum occupancy can cause property damage (for example, well and septic overuse) as well as violate local laws and regulations. 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 dates, immediate eviction of Guests and an additional charge of \$250 representing liquidated damages
- b) Absolutely **NO** pyrotechnics, discharging of firearms, unsupervised outdoor fires, any and all off-road vehicles, audible disturbances or littering will be permitted on rental premises.

9. 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, 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) **Wi-Fi** internet service is NOT guaranteed. This cabin is located in a remote area where securing reliable internet connectivity poses quite a challenge, which is why we unfortunately are not able to offer technical support should an issue or outage arise. Since there is no charge for this service, we cannot give refunds of any kind for the free WiFi internet service should issues or interruptions happen. Cellular service may be possible dependent on carrier and phone combinations. If needed, we can assist you in finding other areas that provide Wi-Fi internet.

- d) **Hot tubs.** Our hot tubs are cleaned and maintained by techs before and after each tenant occupancy or every 5 days. This means a tech will be required to inspect the hot tub during stays of 7 days or longer. 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. Showering before and after using the hot tub is recommended. 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, ponds, or other landscape features, 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 some prescription Medications or drugs. Guests of special attention, including but not limited to pregnant women, elderly and disabled persons should exercise 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.
- e) 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. Do NOT sit or stand on hot tub covers, they are not designed to handle weight. *This type of damage is not accidental or covered by LDW.* Guest will be responsible for cover replacement if Damage to cover is discovered. Amount starting at \$450. Failure to re-secure cover with supplied equipment after use, resulting in loss of cover down the mountain side, will incur a \$100 retrieval fee and replacement fee if damaged. Do NOT allow the water level to become too low. If water level falls too low Guest will be responsible for repairs, including but not limited to pump replacement. An additional Hot Tub Service charge may be applied for introduction of foreign substances (i.e. soap, oils, bath bubbles or beer), broken glass or discarded items left in Hot Tub, including swimwear. If any issues arise during stay, immediately contact CMV so we can send a technician to inspect or service unit.
- f) 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.
- g) Cell phone service is not guaranteed at our rental cabins.

PLEASE CONSERVE WATER!

10. WELL, WATER AND PRESSURE: Most 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. Absolutely no car washing. Please report any leaks or running toilets immediately so they can be repaired.

11. SMOKING is PROHIBITED inside the rental cabins. All cabins are **NON-SMOKING**. If this regulation is violated and smoking is detected in the cabin, a \$500 penalty will be charged to the credit card on file for specialty cleaning services to remove odor from all soft surfaces within property. Tenant is also liable for repairs expense and any and all lost revenue to property if next tenant must be transferred to a different property while cleaning and repairs are completed. 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.***

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

12. 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) or pet (at Pet friendly Properties) as result of any cause. Guest must immediately report any accidents or injury to CMV.

13. 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.

14. 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

15. 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.

16. PETS: *We love our furry friends!* It is Important to review the *Pet Policies below.*

A property is only deemed pet-friendly when prior approval has been arranged and non-refundable pet fee has been paid. Should prior approval not have been obtained or if the requisite pet fee remains outstanding, the cabin will adhere to our Non-Pet Friendly policies, and corresponding penalties may be enforced!

Policy for 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. CMV only accepts well-behaved, housebroken dogs into our cabins designated as pet friendly. 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.

- To bring a pet to a cabin listed as pet friendly, Guest must make arrangement to include pet(s) on reservation by indicating number of pets and pay a onetime non-refundable pet fee at time of booking or guest may contact office to include a pet on a reservation. Arrangement to bring pet must be made before date of scheduled arrival on reservation to activate pet friendly status of property.
- If prior approval has not been authorized or pet fee has not been paid, the Not Pet Friendly Policy will apply to the property. If an unauthorized pet is found to be, reported to be or there is evidence of a pet having been at property, penalties will be enforced as described in the Not Pet Friendly policy.
- Each property has a maximum number of pets permitted which is determined by the property owner but is never more than 2 pets. Having more than the authorized maximum number of pets at a cabin voids the Pet Friendly agreement and Not Pet friendly policy is enforced.
- Any damages to the cabin or cabin property or another person by or because of a pet will be the sole responsibility of the registered Guest. Guests are held financially responsible for all physical damage 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. The limited damage waiver (if purchased) does not include damage from pets.
- Guest assumes responsibility for pets’ safety both in the interior and around the exterior of property. Guest assumes responsibility for pets safety around Fireplaces or fire pits both interior and exterior. CMV is not responsible for harm caused to any pet.
- 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.

General rules for pets when visiting.

- In the interest of protecting 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.
- Dogs should not be left unattended in cabins (*they are on vacation to*). 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.
- Pets are not permitted on furniture or Bedding.
- Pets are not permitted in hot tubs.

Policies for NOT Pet-Friendly Cabins

Pets NOT Permitted: Pets are permitted only in specifically labeled "Pet Friendly" cabins and only with prior approval. There are consequences for bringing an unauthorized pet onto any CMV managed rental property. If a pet is found to be, reported to be or there is evidence of a pet having been at a not pet friendly property the penalty will include:

- **\$2000 minimum fee:** CMV will make an initial charge to card on file of \$2000, To attempt to cover all the expenses listed below that are required to return leased property to the same condition that existed before tenants' occupancy.
Tenant remains liable for expenses that total in excess of initial fee.
- **Tenant Eviction:** This Lease Agreement is deemed in breach and tenant forfeits all rental payments made. Pet and Tenant will be promptly evicted from property.
- **Specialized Cleaning Fee:** Due to the presence of a pet at a non-pet friendly property, Specialized cleaning, air purifying and laundry services are required to return property back to a "Pet Free" rental property (i.e. soiled furniture and/or flooring, hair or dander on furnishings or bedding).
- **Pest control service Fee:** Tenant will be billed for extra pest control services to mitigate the possibility or existence of a flea infestation to the interior of property.
- **Physical Damages Liability:** Tenant is financially responsible for all physical damages to the property and contents within (For example : chewing furniture, scratching floors, doors or walls, fluid or soil presence and staining of rugs or carpeting, etc.) presumed caused by the presence of a pet. The credit card on file will be charged or tenant will be billed the amount of the repair and or replacement expense necessary to return leased property to the same condition that existed before tenants' occupancy.
- **Lost Revenue Liability:** Tenant is liable for any and all lost revenue of property owner and CMV while restoration procedures are completed. To facilitate access to property by cleaning crew, Pest control and other service or repair companies, the property will be closed, and booked guests will be moved to other properties (subject to availability) or canceled and future bookings blocked during restoration procedures. This closure is equivalent to shutting down a business's ability to conduct operations and CMV is authorized to seek monetary restitution for both CMV and Property owner for revenue lost during closure.
- **Legal Fees Liability:** Tenant is responsible for all legal fees incurred by CMV to obtain full monetary restitution of all expenses incurred, both listed here within and unlisted.

Note: Travel insurance does not cover damages to a property by a tenant, tenant's pet or invitees. Damages by a pet are NOT covered by the LDW (Limited Damage Waiver).

17. DIRECTIONS AND KEY INFORMATION: *GPS does not always work in the mountains. It is strongly recommended that you use the directions that we email to you.*

- a. CMV will provide address, detailed directions, and key information to access property, only if reservation balance is paid in full. If reservation is split between parties (cotenants), no info can be provided to either tenant until both tenants have paid in full. CMV will only provide this info to tenant(s) listed on lease by means of email address(es) listed on lease or in person at our office. For the safety and privacy of guest staying at the property before you, we will not send directions and access info at an earlier date than one day before scheduled arrival even if balance is paid in full. Internet mapping devices and navigation systems are NOT recommended for use in the Western NC Mountains. Please call our office immediately if you are having trouble finding the property or our office. CMV cannot be held responsible if you are unable to locate our office and no rent reduction or refund will be made.
- b. On every rental cabin CMV manages a vehicle icon is displayed to indicate the type of vehicle suggested to reach the cabin. This scale is only intended to indicate the minimum vehicle type suggested to successfully navigate the North Carolina Smoky Mountain access road to the vacation cabin. 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. Carolina Mountain Vacations makes a proactive effort to verify that the roads to our vacation cabins are navigable by the general public. Our cleaning and maintenance staff drive these roads in their personal vehicles almost daily and report any major road issues, such as washouts, fallen trees or rocks. Guest acknowledges that access to rented property will require driving on gravel mountain roads that may in places be steep and has been given recommendation on the minimum type of vehicle needed to safely drive the road. CMV will not give refund or be held liable if guest does not adhere to recommended vehicle type and is not able to or elects not to drive up road to cabin. Please note that CMV does not own or have jurisdiction over local county and development roads. Carolina Mountain Vacations does not assume responsibility for or warrant the actual road conditions experienced on any specific road at any date. Nor can we accept responsibility for road conditions caused by seasonal or temporary weather conditions. If you encounter a road issue during your stay, please report it to our office immediately.

So, we can contact the appropriate people to rectify the issue as fast as possible for you and future guest. Please Drive Carefully and don't forget to Buckle-up! We want you to come back!

18. 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 found items are reported by staff, CMV will attempt to contact guest listed on reservation to notify of items location. If items are able to be returned, a \$20 retrieval fee, plus shipping cost, will be charged to the Guest. CMV will not hold found items longer than 30 days. Guest accepts that no claim may be made against CMV for financial liability of found or lost items.

19. 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 as emailed to you.*

All our cabins are professionally cleaned and inspected before guest arrive and after guest 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.

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

Detailed information regarding check-in and checkout procedures will be emailed the day before your scheduled arrival. Check-in is to occur at property leased as described in instructions emailed prior to arrival. Guest acknowledges that authorization to occupy property is only granted during dates and times listed on reservation. Attempting to or occupying property before or after the date and time indicated on reservation is a breach of this Lease Agreement and constitutes an illegal Trespass.

a. Standard CHECK-IN IS AFTER 4 P.M.

Check-in must be completed within 24 hours of scheduled date and time by tenant listed on lease by method listed below. If tenant fails to complete Check-in, Tenant will be classified as a No-Show and the reservation will be processed as set forth in cancellation procedures section of this document, including cancellation fees charged, termination of lease, forfeiture of remaining dates and monies paid, as well as release of property for re booking.

Guest is required to complete check-in by:

a Check in at Property: To check-in; balance of reservation must be paid in full a minimum of 30 days before scheduled arrival date. Guest must not have any outstanding balance due or disputes on record with CMV. Detailed check-in instructions, full property address, directions and checkout info will be emailed 1 day before scheduled arrival to email address on file. On date of scheduled arrival guest may travel directly to property but may not arrive before check-in time listed on reservation. Our Staff need time to properly prepare a cabin for your stay and cannot start until the previous guest has checked out at 11am. Arriving early unscheduled to a cabin will impede or prevent proper cleaning and servicing of the property for your stay. Upon arrival tenant must inspect the property and notify CMV of any visible damages or conditions requiring repair or maintenance. Then confirm Check-in by calling the office to let us know you made it safely and accessed the property.

b After-Hours Check-in (after 9pm) If you are going to be late please let us know that you are on your way and will not make it by your scheduled check-in time. If you have already received directions and key access info, you may travel directly to property. Then confirm Check-in by calling the office and leaving a voice mail to let us know you made it safely, accessed the property and report any issues discovered on your inspection.

b. Standard CHECK-OUT IS BY 11 A.M. Guest may check out by phone and are not required to stop by or drop off anything at our office. Call our office as you leave and provide the cabin name you are checking out of. If the cabin is not vacated by Time indicated on reservation, 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 OPTION: 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 48 hours in advance with requests for an early arrival or late departure. Consideration is given based upon the property's "availability status" immediately prior to or following your reservation. Early Check-in or Late Checkout time is not confirmed as approved unless listed on reservation. Make sure to check your reservation before arriving.

21. 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 procedures would take place in Swain County, NC.*

- a.** CMV reserves the right to amend this VRA as required to address property specific amenities or property owner statutes. Any addendum to the VRA will be provide to guest for review by email or print prior to occupancy or upon guest request.
- b.** 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.
- c.** 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.
- d.** 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 writing and signed by all parties.
- e.** 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.

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: Thursday, April 18, 2024