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- About two weeks before your stay we will email you the directions and lockbox code provided you have acknowledged the terms and conditions. Included in the directions email will be the code to the lock box/door code for the cabin. You do not have to come to our office, but may check in directly at the cabin at 3 PM or later.
  - In the event of an early departure, bad weather or poor road conditions, we cannot provide a refund.
  - Internet: select cabins have limited internet access. Due to location, type of service available, and bandwidth limits imposed by the provider and/or the technology, heavy usage such as video streaming is prohibited. Violators will be assessed additional charges. See Appendix A, Section 7.
  - Cancellation Policy: Air BNB Terms
  - General Disclaimer: Great Smokys Cabin Rentals is a vacation rental property management company for individual property owners. Neither Great Smokys Cabin Rentals or the owners of said cabins shall be held liable for loss or theft of personal property, accidents, injury or damage to renter or guests from any cause or by acts of nature or God.

\*\* My initials certify that I have read, understand, and accept the terms and conditions.

\_\_\_\_\_  
Initials

## **VACATION RENTAL AGREEMENT**

THIS IS A VACATION RENTAL AGREEMENT BASED ON THE NORTH CAROLINA VACATION RENTAL ACT. 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.

By signing this contract the Tenant agrees that he/she understands all the terms and conditions as set forth in this Agreement including the POLICIES AND DISCLOSURES below, and agrees to abide by them.

My signature certifies the information to be true and accurate. Electronic Signature (typed name) is valid.

- MAIN CREDIT CARD HOLDER: -- >

• SIGNED DATE: ----- >

• DATE OF BIRTH: ----- >

### TENANT DATA SHEET

• Home Phone: - >

• Work Phone: - >

• Cell Phone: --- >

Please List ALL Occupants, including yourselves (Additional Rent if over cabin standard capacity)

#### Name and Age

1. --- >

2. --- >

3. --- >

4. --- >

5. --- >

6. --- >

7. --- >

8. --- >

9. --- >

10. -- >

11. -- >

12. -- >

• Vehicle 1 (Yr/Make/Model/Color): - >

• Vehicle 2 (Yr/Make/Model/Color): - >

• Vehicle 3 (Yr/Make/Model/Color): - >

• Vehicle 4 (Yr/Make/Model/Color): - >

• Trailer(s) / Boat(s): - >

• Pet Type: ----- >

• Pet Name: ----- >

• Pet Size (lbs) - >

(If additional rent paid)

### HOUSE RULES

• NO SMOKING

- NO EVENTS OR PARTIES WITHOUT PRIOR APPROVAL
- NO DISCHARGING OF FIRE ARMS

#### **REQUIRED FEES:**

- **Cleaning Fee:** The Cleaning Fee includes the \$40 Limited Damage Waiver\* and processing fee in addition to the basic cleaning fee.

- **\*Limited Damage Waiver:** We require a non-refundable \$40 Limited Damage Waiver to cover accidental, unintentional damage for up to \$1,000.00.

- **Tax -** We charge NC State Sales Tax of 6.75% and County Occupancy Tax of 4% for a total of 10.75% Tax

#### **OPTIONAL FEES:**

- **Pet Rent:** For Pet Friendly cabins, pet rent is required of \$60 per pet per stay. Unattended pets must be crated. Pets are not allowed on furniture including the beds. Please clean up after your pets. Violations are strictly enforced.

- **CSA Travel Insurance:** We offer travel insurance through CSA Travel protection. The cost is 6.95% of the total of the reservation. It covers cancellations for reasons like illness/injury, military leave revocation, and school year extension. It also provides roadside assistance, concierge services, and additional features. Please ask us for more information.

#### **POLICIES :**

1. **No loud noise,** tents, loud music, discharging of firearms, fireworks, house parties nor obnoxious, dangerous, or unlawful behavior will be tolerated. No ATV usage on cabin premises or in the vicinity thereof. • **Internet:** The internet access is intended for light use such as surfing the internet, responding to email and Facebook. Internet access is limited in the mountains and streaming video/games and remote desktop access are prohibited. For excessive use additional charges will apply.

2. **Age Policy -** We maintain a family atmosphere to assure maximum enjoyment for all of our guests. We rent only to married couples, families, and responsible adults 25 and older.

3. **Check In & Out -** Check in Time is 3 PM and Check Out Time is 10 AM or earlier. This is strictly enforced and additional charges may apply for noncompliance.

4. **Smoking -** All of our properties are non-smoking indoors. You may smoke on the porches but we ask that you clean up all cigarette debris.

5. **Hot tub -** Abide by all posted hot tub rules. Keep cover on and strapped down when not in use.

**6. Road Access.** No mountain road, whether state, county or privately owned, is totally flat and or level. Great Smokys Cabin Rentals makes a proactive effort to verify that the roads to our vacation cabins are navigable by the general public. While GSCR will make every effort to ascertain the road conditions from its cleaning and maintenance crew prior to the renter's visit, conditions are constantly changing and the renter needs to make his/her own determination and assumes all risk of travel on the roads. Great Smokys Cabin Rentals nor the owners of any cabins represented by Great Smokys Cabin Rentals will assume responsibility for the actual road conditions experienced on any specific road at any date.

**7. Owner's Storage** areas for personal items are reserved for the use of the Owner. Occupant understands that certain locked areas of the rental unit are private and not for use by the Occupant.

**8. Internet.** If this cabin has internet access, please note that it is limited in the mountains: speeds are typically slower than other areas and sufficient for light use only. Internet access is available in select properties for light surfing – for example, checking emails, browsing the internet for things to do in the area, participating in social networking, and online shipping. Mountain internet access is not suitable for heavy usage such as downloading large files, remote desktop connections, and streaming video through services such as Netflix, or Amazon Video. Heavy usage is prohibited. Should you engage in heavy usage, additional charges may be assessed towards your stay.

**9. We Provide** - Basic Linens and Towels for the cabin.

**10. You Provide** - We recommend that you bring or purchase consumable supplies (paper products, trash bags, soap, detergent and toiletries). There will be a "starter amount" of these when you arrive, but it is not meant to last your stay.

If there is a charcoal grill, wood-burning fireplace or fire pit, you will need to supply the fuel.

We recommend that you bring insect repellent. We also recommend that you bring beach towels if engaging in water activities such as white-water rafting.

**11. Trash-** There is no garbage service in the mountains. GSCR will take any trash left at the cabin upon your departure. Should you need to utilize the County Trash center with excessive trash or recycling - Please see cabin manual for closest County Trash Center/dump. Trash left outside the cabin, not in closed trash containers, may attract wild animals and they may spread it throughout the yard.

**12.** The NC Department of Transportation now provides current road conditions in real time for your cell phone. To access this, type [m.ncdot.gov](http://m.ncdot.gov) into the

browser for your smart phone.

13. Plan to arrive before dark as our mountain roads do not have street lights and road conditions tend to deteriorate at night.

14. We suggest purchasing your groceries before you arrive at your cabin.

15. **Brief Check Out Procedures** (see cabin manual for details):

a. Do not leave any dirty dishes after your stay. You may load the dishwasher and start it, if the cabin has one; or wash the dishes by hand. Clean all BBQ tools.

b. Do not leave any perishable food items in the cabin

c. Please do not remake beds that have been slept in. Please place all wet towels/linens in the bathtub/shower

d. Reset the thermostat when you leave; in the sum set at 76 and winter leave at 60.

e. Turn off all lights/fans

f. Please lock the cabin – doors and windows- and return the lockbox key to the lock box; and any additional keys to their place hanging by the door.

16. **Cancellations** -If you must cancel a reservation, notify Great Smokys Cabin Rentals as soon as possible. Any refunds are based on Airbnb terms.

17. In the event of an early departure, bad weather or poor road conditions, we cannot provide a refund

18. **Inclement weather and cabin access** - Per our Agent Duties, should we deem a road not fit to access with the vehicle(s) you have indicated on the rental agreement, we reserve the right to move you to a comparable cabin. If inclement weather is forecasted for the area of our rental cabins, we reserve the right to proactively cancel reservations on cabins that, at our discretion, may have their road condition reduced to limited or no access by snow or ice. This is strictly a road safety issue – our first and foremost concern is for your safety and the safety of our staff.

At the time of the cancellation, we will contact the guest listed on the reservation by phone and email. We will make every attempt to move you to a safer cabin for the same dates as the original reservation. Or, we will allow you to reschedule your reservation at the same cabin within the next 180 days. Our cancellation policy of NO REFUNDS is in force for any cancellations within 30 days of the reservation.

In the event that you so choose to keep your reservation after we have advised you **NOT TO COME**, you are responsible for your own safety. We will not be held liable and will not refund or reschedule your stay. You may also not be allowed to enter the cabin should you be able to get to it – if you access the cabin after we have cancelled your reservation without our permission, you will be trespassing.

We recommend you come prepared with a **proper vehicle** for driving on mountain roads and snow and ice. Minivans do not do well on winter mountain roads.

Please understand that we cannot be responsible for the conditions of the roads or driveways nor will we reimburse for towing or scraping of roads.

19. **Tenant Duties** - Tenant agrees to comply with all obligations imposed on Tenant by the North Carolina Vacation Rental Act with respect to maintenance of the Property, including but not limited to keeping the Property as clean and safe as the conditions of the Property permit and causing no unsafe or unsanitary conditions in the common areas and remainder of the Property that Tenant uses; and notifying Agent or owner in writing of the need of replacement of or repairs to any smoke detector, and replacing the batteries as needed during the tenancy. Tenant agrees not to use the Property for any activity or purpose that violates any criminal law or government regulation. Tenant's breach of any duty contained in this paragraph shall be considered material, and shall result in the termination of Tenant's tenancy.

20. **Agent's/Owner's Duties.** Agent or owner agrees to provide the Property in a fit and habitable condition. If at the time Tenant is to begin occupancy of the Property, Agent or Owner cannot provide the Property in a fit and habitable condition or substitute a reasonably comparable property in such condition; Agent or Owner shall refund to Tenant all payments made by Tenant. Agent or Owner shall conduct all activities in regard to this Agreement without regard to the race, color, religion, sex, national origin, handicap or familial status of any tenant.

21. **Mandatory Evacuation.** If State or local authorities order a mandatory evacuation of an area that includes the Property, Tenant shall comply with the order. Upon compliance, Tenant will be entitled to a refund of the prorated rent for each night that Tenant is unable to occupy the Property because of the order. However, Tenant will not be entitled to a refund if, prior to taking possession of the Property, Tenant refused insurance offered by Agent or Owner that would have compensated Tenant for losses or damages resulting from loss of use of the Property due to a mandatory evacuation order or Tenant purchased such insurance from Agent or owner.

22. **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. Tenant may be evicted under such procedures if Tenant: (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 this Agreement) that according to its terms would result in the termination of Tenant's tenancy; (3) fails to pay rent as required by this Agreement; or (4) has obtained possession of the Property by fraud or misrepresentation.

23. **Indemnification and Hold Harmless.** Tenant agrees to hold harmless Agent and Owner from and against any liability for personal injury or property damage sustained by any person (including Tenant's guests) as a result of any cause, unless caused by the negligent or willful act of the Agent or the Owner or the failure of the Agent or the Owner to comply with the North Carolina Vacation Rental Act. Tenant agrees that Agent or Owner or their

respective representatives may enter the Property during reasonable hours to inspect the Property, to make such repairs, alterations, or improvements as Agent or Owner may deem appropriate, or to show the Property to prospective purchaser or tenants. Tenant shall not assign this Agreement or sublet the Property in whole or part without written permission of Agent or Owner.

**24. Transfer of Property.** If the owner voluntarily transfers the Property, Tenant has the right to enforce this Agreement against the new owner of the Property if Tenant's occupancy under this Agreement is to end 180 days or less after the new owner's interest in the Property is recorded.

Within 10 days after transfer of the Property, the new owner or the new owner's agent is required to (1) notify Tenant in writing of the transfer of the Property, the new owner's name and address, and the date the new owner's interest was recorded; and (2) advise Tenant whether Tenant has the right to occupy the Property subject to the terms of this Agreement or receive a refund of any payments made by Tenant. Owner's Agent is required to transfer all advance rent paid by Tenant (and other fees owed to third parties not already lawfully disbursed) to the new owner within 30 days.

If Tenant's occupancy is to end more than 180 days after such recordation, Tenant has no right to enforce the terms of this Agreement unless the new owner agrees in writing to honor the agreement. If the new owner does not honor this Agreement, Tenant is entitled to a refund of all advance rent paid by Tenant (and other fees owed to third parties not already lawfully disbursed.)

If the owner's interest in the Property is involuntarily transferred prior to Tenant's occupancy of the Property, the owner is required to refund to Tenant all advance rent paid by Tenant (and other fees owed to third parties not already lawfully disbursed) within 60 days after the transfer.

#### **DISCLOSURES**

- All monies received by Great Smokys Cabin Rentals are deposited in a trust account with United Community Bank, located at 145 Slope Street, Bryson City, NC 28713.
- Article 4 of the North Carolina Vacation Rental Act authorizes the rental agent, by law, to evict a tenant under certain circumstances. Please refer to the lease, which will be provided and is hereby incorporated by reference.
- If at the time tenant is to begin occupancy of the Property, and GSCR cannot provide the Property in a fit and habitable condition (no water or electricity) Great Smokys Cabin Rentals reserves the right to substitute comparable accommodations.
- Right to Refuse Service: Acting in the best interest of all parties involved, Great Smokys Cabin Rentals reserves the right to actively refuse the service of a rental reservation and/or cancel reservations wherein the Guest Duties or Agent / Owner Duties cannot reasonably be fulfilled. If you book online and your reservation does not meet the Tenant Duty requirements (including the Age Policy) we will actively refuse service and cancel your reservation.
- Any refunds are based on Airbnb terms Tenant Duty requirements (including the

Age Policy and we will actively refuse service

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