

## VACATION RENTAL AGREEMENT

THIS IS A VACATION RENTAL AGREEMENT UNDER THE NORTH CAROLINA VACATION RENTAL ACT. THE RIGHTS AND OBLIGATIONS OF THE PARTIES TO THIS AGREEMENT ARE DEFINED BY LAW AND INCLUDE UNIQUE PROVISIONS PERMITTING THE DISBURSEMENT OF RENT PRIOR TO TENANCY AND EXPEDITED EVICTION OF TENANTS. YOUR SIGNATURE ON THIS AGREEMENT, PAYMENT OF MONEY OR TAKING POSSESSION OF THE PROPERTY AFTER RECEIPT OF THIS AGREEMENT, IS EVIDENCE OF YOUR ACCEPTANCE OF THIS AGREEMENT AND YOUR INTENT TO USE THIS PROPERTY FOR A VACATION RENTAL.

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 may be unable to relocate guests based upon occupancy.

### 1. NIGHTLY MINIMUMS:

Units require a 2-night minimum stay. Longer minimum stays may be required during holiday periods and certain seasons.

### 2. PAYMENTS:

All payments made by the guest shall be deposited in an escrow account with Asheville Savings Bank located at 105 North Main St., Mars Hill, NC 28754.

### IF YOUR RESERVATION IS:

- a. SECURED MORE THAN 30 DAYS IN ADVANCE: Reservations require a deposit of 50% of the total rental amount plus trip insurance premium, if elected. Confirmation of the reservation will be sent by email to the address specified. Within 48 hours of securing a reservation, sign and return by email or fax a copy of the Vacation Rental Agreement. Reservations will be cancelled if a signed Vacation Rental Agreement is not received within 48 hours of securing a reservation. The final balance is due no later than 30 days prior to your arrival. If you prefer to pay final balance with check/money order, payments should be made payable to Wolf Ridge Investment Properties, LLC. PLEASE NOTE YOUR UNIT NUMBER ON THE CHECK/MONEY ORDER. Mail payments to 578 Valley View Circle, Mars Hill, NC 28754. If payment is not received 30 days prior to your arrival, your reservation will be cancelled and your deposit will be forfeit.
- b. SECURED LESS THAN 30 DAYS IN ADVANCE: If a reservation is secured less than 30 days prior to arrival, the total rental amount will be due at that time by credit or debit card. Within 48 hours of securing a reservation, sign and return by email or fax a copy of the Vacation Rental Agreement. Reservations will be cancelled if a signed Vacation Rental Agreement is not received within 48 hours of securing a reservation.

### 3. OTHER CHARGES AND FEES:

- a. Smoking inside the units is PROHIBITED. All units are NON-SMOKING. If this regulation is violated and smoking has been detected in the rental unit, a \$150 penalty will be charged to the credit card on file. By signing this agreement, Wolf Ridge Investment Properties, LLC. is authorized to charge this fee to your credit card on file.
- b. A fee of \$50 will be charged for all returned checks.
- c. Wolf Ridge Investment Properties, LLC receives a commission from services provided by our office, including, but not limited to, Traveler's Insurance.

d. All reservations incur NC Sales Tax and Madison County Occupancy Tax, currently 6.75% and 5%, respectively, in addition to the rental amounts and fees. Please note that these are subject to change as authorized by the appropriate governing body. Wolf Ridge Investment Properties, LLC will adjust your reservation to reflect the current tax rates which are in effect at the time of your stay. Wolf Ridge Investment Properties, LLC will charge your credit card on file for any tax increase. Likewise, Wolf Ridge Investment Properties, LLC will credit your account for any tax decrease.

#### **4. SECURITY DEPOSIT:**

a. Accidental Rental Damage Insurance (ARDI): We are pleased to provide ARDI for \$45 (non-refundable). Electing ARDI will ensure that you will not be held liable for accidental loss or damage to the rental property up to \$1,500. ARDI covers specific conditions to the property and its contents, excluding normal wear and tear. Intentional acts, gross negligence, willful, and wanton conduct (including theft) are not covered under ARDI. By signing this agreement, Wolf Ridge Investment Properties, LLC is authorized to charge the credit card on file for any damages that fall in the above categories. Please refer specific questions to Travel Guard, 1-866-221-8080.

b. A Security Deposit is required for full, medium and deluxe units in the amount of \$300. To place your Security Deposit by check/money order, please make the check/money order out to Wolf Ridge Investment Properties, LLC and mail to 578 Valley View Circle, Mars Hill, NC 28754. The Security Deposit must be received no later than 30 days prior to your arrival. A Security Deposit may be placed by credit or debit card as well by calling our office at 800-817-4111, option 3.

c. The Security Deposit will be refunded in full within 15 days of Check-Out date. In the event of damages, the cost of repairs/replacement will be deducted from the Security Deposit and the balance refunded. Should the amount of the damages exceed the amount of the Security Deposit, the remainder will be billed to the credit card account on file with the rental office.

#### **5. DAMAGES:**

a. Immediately upon arrival, guests agree to notify Wolf Ridge Investment Properties, LLC. 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 Wolf Ridge Investment Properties, LLC for collection costs, if necessary, and reasonable attorney fees.

b. After guest's departure, the property is inspected and inventoried for damages and missing items. North Carolina law allows 30 days from departure date for damages to be assessed and billed or accounted to guests. Guests agree that if they do not report all losses or damages to Ski The Ridges, LLC no later than the departure date, all claims under the ARDI, if elected, are excluded, and will therefore be the responsibility of guests.

#### **6. CANCELLATIONS, TRANSFERS, AND FORFEITS:**

a. All cancellations made within 30 days of arrival are non-refundable. In the event you must cancel your reservation within 30 days of arrival, please notify us as soon as possible. If you had elected to purchase Trip Insurance, please contact the travel insurance company with your claim. We will make every effort to re-rent the property for your original dates. If we re-rent your property, all monies (less a \$75 cancellation fee and trip insurance, if applicable) will be returned within 30 days after re-booking. If, after diligent effort, we are unable to re-rent the property, the full rental payment will be forfeited, including trip insurance as applicable.

- b. If cancellations are made outside of the 30 days of arrival, your deposit will be refunded minus the \$75 cancellation fee and trip insurance premium, if applicable, within 30 days of cancellation date.
- c. If the balance is not received 30 days prior to your arrival, we will treat the reservation as a cancellation. Your deposit will be forfeited unless we are able to re-rent the property for your original dates.
- d. Your reservation may be switched to a different unit at no charge if you notify us 30 days or more prior to your arrival. Reservations CANNOT be transferred to another rental unit within 30 days of arrival.
- e. If a guest is disappointed or unsatisfied with a property due to differences in taste according to decor, accommodations, location, construction, mountain road conditions, etc., and declines to stay at the rental property, this will be considered a cancellation and no rent reduction or refund will be issued.
- f. Wolf Ridge Investment Properties, LLC is not responsible for the weather or other acts of God and there will be no refunds for these occurrences. Purchasing Trip Insurance protects you from losses you may incur due to unforeseen circumstances, such as unexpected health issues, death, severe inclement weather, and jury duty. Trip Insurance may be added up to 30 days prior to arrival. We recommend that you purchase this insurance. Trip Insurance is non-refundable regardless of cancellation. Please refer specific questions to Travel Guard at 1-866-221-8080.
- g. Transfer of Property: In the event the owner transfers rental property, Wolf Ridge Investment Properties, LLC will make every attempt to maintain the reservation in the current unit or move your reservation to a comparable available unit. If circumstances prevent this, a full refund will be paid to the guest. Wolf Ridge Investment Properties, LLC will promptly notify guest if rental unit is transferred and provide a detailed information sheet regarding your rights under this agreement. If guest transfers to another unit, advance rental deposit will transfer to new unit.

## **7. OCCUPANCY:**

- 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.
- b. Absolutely no parties, loud music or raucous behavior allowed.
- c. At least one adult, age 21 or over, must occupy each unit during the rental period.
- d. Absolutely no firearms, pyrotechnics, unsupervised outdoor fires, off road dirt bikes, audible disturbances, or littering will be permitted on the rental premises.

## **8. MECHANICAL FAILURES/REPAIRS/APPLIANCES:**

- a. Wolf Ridge Investment Properties, LLC is not responsible, nor will refunds be issued, for mechanical failures of non-essential or luxury items, including, but not limited to, Hot Tubs, Television, Satellite/Cable Service, Dishwasher, Washer/Dryer, Fireplaces, Air Conditioning, Jacuzzis, Pool, or any other appliance that fails to operate properly during your stay. No refunds will be issued for minor disruption of any utilities including, but not limited to, power outages, water outages, etc. These failures are beyond our control and no refund or rent reduction will be given. Please report inoperative equipment to Wolf Ridge Investment Properties, LLC and we will make every effort to have repairs made as quickly as possible during reasonable hours. Speed of service cannot be guaranteed.
- b. Some of our units include Hot Tubs and may have access to Pools. Guests should be aware of some risks that can be associated with Hot Tub and Pool 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. Guest assumes all responsibilities for these risks and consequences.

Absolutely, no pets or children are allowed in the Hot Tubs, and absolutely no pets allowed in Pools. Guests of special attention including, but not limited to, pregnant women, elderly, and disabled persons should use heavy caution while using the Hot Tubs and Pools. Wolf Ridge Investment Properties, LLC cannot be held responsible for Hot Tub and Pool injuries or discomforts.

c. Most of our rental units do provide telephones for local calls only. Guests will need to bring a calling card to place long distance phone calls. Cell phone service is not guaranteed at our rental properties.

d. Construction or road noise near the property is beyond our control. If you experience construction noise during your stay, no refunds or relocation will be made.

#### **9. WELL WATER AND PRESSURE:**

Our rental units 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. Please help us conserve water by using as little water as possible. Spread showers/baths out between morning and night, if possible. Please report any leaks or running toilets immediately so they can be repaired.

#### **10. ACCIDENTS:**

Guest agrees to hold Wolf Ridge Investment Properties, LLC harmless for any accident or injury whatsoever that may occur on the rental property during occupancy. Guest must immediately report any accidents or injuries to Wolf Ridge Investment Properties, LLC.

#### **11. PETS:**

a. Absolutely NO PETS on the rental premises or inside the rental property, unless specified, documented, and approved by Wolf Ridge Investment Properties, LLC. Penalties are a \$100 charge, immediate removal of pet, and/or eviction of guests. All rental payments will be forfeited.

b. Guests are held financially responsible for all physical damages to property (i.e. chewing, scratching, flea infestation, etc.), inflicted on the property 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, or fleas) the guest will be held financially responsible and the credit card on file will be charged for the amount of the repair/recovery.

c. All pets are required to be leashed when outside and no pet shall be tied outside the property unless supervised by a responsible adult.

d. Guest agrees to hold Wolf Ridge Investment Properties, LLC harmless for any pet injury or accident whatsoever that may occur on the rental property during occupancy.

#### **12. DIRECTIONS AND KEY INFORMATION:**

a. Wolf Ridge Investment Properties, LLC will provide detailed directions and key information to access vacation rentals reserved through our company. Internet mapping devices and navigation systems are NOT recommended within the Western NC Mountains. Information regarding check in procedures, including directions and property's key instructions, is sent via email 10 days prior to arrival. It is the responsibility of the guest to ensure receipt of directions 10 days prior to arrival.

b. Please be aware that the units being rented are accessed by traveling a fairly steep and curvy road. While the road is maintained during the winter months, there is absolutely no guarantee that the property will be accessible by vehicles without four-wheel drive and/or chains.

#### **13. PERSONAL ITEMS:**

Wolf Ridge Investment Properties, LLC is NOT responsible for guests' personal belongings that are lost, stolen, or left behind. A \$25 retrieval fee will be charged, and if found, the items will be returned at the guests' expense.

**14. CLEANING:**

- a, All of our properties are professionally cleaned before you arrive and after you leave. Please report within 90 minutes of arrival anything we may have missed.
- b. Leave all beds used during stay unmade upon departure. Any linens/towels found missing from your stay, will result in a charge to your credit card for reasonable replacement costs. For multiple week stays, light weekly housekeeping can be arranged during your stay at an extra cost.
- c. Guests are responsible for cleaning and storing all dishes, utensils, and placing all trash in the appropriate outside container. By signing this agreement, the tenant agrees to pay a secondary cleaning fee of \$75 if check-out procedures are not followed as posted in rental property and extraordinary cleaning is deemed necessary.

**15. CHECK-IN AND CHECK-OUT PROCEDURES:**

- a. CHECK-IN IS AFTER 4PM. CHECK-OUT IS BY 11AM. If the property is not vacated by 11AM, Wolf Ridge Investment Properties, LLC is authorized to enter the property and remove guests' belongings from the property at guest's expense. Additionally, a late check-out fee of \$60 plus tax will be assessed and charged to the credit card on file.
- b. EARLY AND LATE CHECK-IN AND CHECK-OUT: Requests for early check-in or late check-out will be considered on a case-by-case basis. If you are interested in either, please contact our office no less than 48 hours in advance of your arrival/departure with your request. Consideration is given based upon the properties "status" immediately prior to, or following, your reservation. The cost for either option is \$60 plus tax, and is non-negotiable. In addition, please note that entering a property earlier than the stated 4:00pm check-in time will result in the \$60 early check-in charge being assessed and charged to the credit card on file.

**16. LOST KEY:**

If you lose the key or are locked out of your property, you may borrow a key by coming to our office during office hours. Office hours vary depending upon time of year and will be stated in your check in documentation. A \$50 fee will be charged to your card for all lost keys or if our staff meets you at the property.

**17. ALL UNITS OFFER AN INITIAL SUPPLY OF THE FOLLOWING AMENITIES** including, but not limited to: linens and towels, hand and body soaps, toilet paper, garbage bags, coffee makers (with coffee and filters). Deluxe, Large and Medium units provide fully equipped kitchens and some cooking utensils, paper towels, etc. All units include coffee makers and microwave ovens. Locked pantries and closets are reserved for the use of the property owner and are not included in this rental. Rearranging furniture or removing any items from the rental property is prohibited.

Thank you for staying with us at Wolf Ridge. By signing this agreement you accept the above terms and conditions. We hope you enjoy your vacation and please do not hesitate to contact us with any questions.

I, the undersigned, have read and agree to the terms and conditions of the Wolf Ridge Investment Properties, LLC Rental Agreement.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Age: \_\_\_\_\_