

North Carolina

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, 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.

Name of Landlord (owner): Brian Fuchs, PPI, LLC.

Name of Tenant:

Tenant's city/state/zip:

Tenant's phone number:

Tenant's e-mail:

Address of leased property: 27 Lakewood Ave, Black Mountain, NC 28711

Confirmation number:

Beginning date of lease term: _____ ending date of lease term: _____

Tenant agrees to pay rent for the Premises in the amount of \$_____ in accordance with the following terms:

Rent on Property	\$
Pet Fees	\$
Handling Processing Fee	\$50.00
Departure Cleaning Fee	\$75.00
State/County tax (6.75%)	\$
Security Deposit to reserve	\$

- 1) **Agency:** As agent of the Owner, we hereby rent to You and You hereby rent from Agent, the Premises in accordance with the terms and conditions contained in this Agreement, including, but not limited to, the time period during which You are entitled to use the Premises, check-in and check-out times, and payment of the rental amount and other fees. In the event that any term of this Agreement varies from any term set forth in the Agent's rental brochure or web site (including, but not limited to, the rental amount), the

term specified in this Agreement shall govern absent written confirmation of a change. The information set forth above is incorporated into this Agreement by reference.

- 2) **CHECK-IN/CHECK-OUT:** You agree that check-in time is no earlier than 4:00 PM and check-out time is no later than 10:00 AM. Agent will use commercially reasonable efforts to have the Premises ready for your occupancy at check-in time, but Agent cannot guarantee the exact time of occupancy. This agreement does not create a tenancy or residence. You must depart at the appropriate time. Upon check-out, please leave home in the same condition as when you arrived, including but not limited to, cleaning of grills, if used. A member of our Departure Inspection Staff will remove all ashes from fireplaces. You must be out of the home by 10:00 AM. Failure to comply with these requests may result in deductions from your security deposit. After all windows and doors are secured and Tenant's party has vacated the premises keys must be turned in. For homes with lockboxes, keys must be reinserted into the lockbox, then contact the office to inform the time of your departure.
- 3) **PAYMENTS:** A complete security deposit is required in the form of a money order or bank check to confirm a reservation. The complete rental payment or one month's rent is due sixty (60) days prior to the Arrival Date, or this agreement is subject to cancellation with complete loss of entire security deposit. In such event, Agent will attempt to re-rent the property for the Term. Your right to receive a refund of the Initial Payment Due will be governed by Paragraph 12 of this Agreement.
- 4) **PAYMENT METHOD:** We DO accept personal checks 30 days prior to arrival. If it is within 30 days make arrangements to pay with money order, traveler's check, wire transfer or certified check.
- 5) **FAMILY GROUPS WELCOME:** All rental homes are for family groups only. No sororities, fraternities, or other unmarried groups will be allowed. Should a group misrepresent themselves, they will be required to vacate the premises immediately, without refund. Non-family groups may be allowed if Owner grants prior approval. In no event shall Guest assign or sublet the Rental Property in whole or in part. Violations of these rules are grounds for expedited eviction with no refund of any kind. Guest hereby acknowledges and grants specific permission to Agent to enter premises at any time for inspection purposes should Agent reasonably believe that Guest is causing or has caused any damage to the Rental Property. Guest further agrees to grant Agent access to Rental Property for purposes of maintenance and repair. If the property is listed "For Sale", Guest agrees to grant Agent access by scheduled appointment upon 24 hour notification.
- 6) **RENTAL CAPACITY:** Each home description states the maximum number of people the house sleeps, including children. This reflects the septic capacity of the property and beds in the home, and should never be exceeded. If your group exceeds the maximum occupancy as stated, this is treated as a material breach of your lease agreement and grounds for an expedited eviction proceeding through the Vacation Rental Act of North

Carolina. Additional guests visiting for a limited period of time such as Wedding groups or Family Reunions must be approved in advance.

- 7) **RATES:** Rates and amenities on this website are subject to change without notice. Rates quoted are for up to the maximum number the house sleeps. Rates vary according to the season and holiday, thereby assuring vacationers the best rate possible.
- 8) **MINIMUM STAYS:** A two-night minimum is required for most homes. Holidays and Peak Seasons may require three nights. Some homes are only rented by the week during peak seasons.
- 9) **HANDLING/PROCESSING FEES:** All bookings require a minimal handling fee of \$50.00 per adult over 18 years of age. The fee is non-refundable and must be paid with the application that is filled out completely.

10) CANCELLATION AND REFUNDS:

For bookings less than \$1,000

All cancellations must be received two weeks prior to check-in to receive a full refund. Within the two weeks only 50% will be refunded. Cancellations must be received by 5:00 PM of the day of arrival in writing. Cancellations will not be accepted via a voice mail and require a cancellation number for it to be valid.

For bookings greater than \$1,000

All cancellations must be in writing and are subject to a \$100 administrative fee. Cancellation made 60 days prior to arrival will incur no penalty beyond the administrative fee. Cancellations made within 60 days will forfeit complete security deposit and prepaid rent. Cancellations will not be accepted via a voice mail and require a cancellation number for it to be valid.

If, the property is re-rented for the full period of the cancelled reservation and confirmed with full payment, a refund to guest will be issued, less the administrative fee. If property is not re-rented for the full time period of the cancelled reservation monies paid will be prorated. There will be no refund for early departures or no-shows.

11. **REFUNDS:** Simply stated, once you have entered into a contract to rent a property, you are binding yourself to that property for that time. There should be no expectation of compensation or relocation because you are dissatisfied with the property or something in the property isn't working to your satisfaction. Unlike a hotel, we cannot relocate you without specific authorization from the homeowner. As previously stated, we will make every effort to correct any malfunctions or problems encountered, but no refunds should be expected. Every effort is made to ensure all information in Agent's advertising is accurate and complete. However, Agent cannot be held responsible for typographical errors, omissions, price changes, and other changes made by owners within the unit.
12. **SECURITY DEPOSIT:** A full security deposit is required, and will be determined based on the length of stay and any special circumstances. **By signing this agreement you**

are agreeing to accept charges against this security deposit as well as above this amount if necessary. Charges will be made if:

- a. Damages to this unit or its contents are beyond normal wear and tear.
- b. Charges are incurred due to contraband, pets, or rent collection or services rendered during the stay.
- c. All debris, rubbish and discards are not placed in dumpster and dirty dishes are not placed in the dishwasher and cleaned.
- d. All keys are not left on at the Property Manager's drop box or returned to the combination box on the villa.
- e. Linens are lost or damaged.
- f. Early check ins or late check outs are required.
- g. The renter is evicted by the owner or owner's representative, the local law enforcement, or the security company employed by this complex.
- h. Any unpaid long distance or per call telephone charges and cable television charges that are not specifically described in Agreement (including and addendum hereto) as being included with the Premises.
- i. Complete loss of security deposit for any cancellations within 60 days or less from occupancy.
- j. Agent shall apply, account for or refund Tenant's security deposit within 45 days following the end of the tenancy.

13. **Disbursement of Rent and Third Party Fees.** Tenant authorizes Agent to disburse up to fifty percent (50%) of the rent set forth above to Owner (or as the owner directs) prior to Tenant's occupancy of the Premises, and the balance of the rent upon the commencement of the tenancy, a material breach of this Agreement by Tenant, or as otherwise permitted under the Vacation Rental Act. Tenant agrees to pay a \$25.00 processing fee for any check of Tenant that may be returned by the financial institution, due to insufficient funds or because Tenant did not have an account at the financial institution. Tenant also authorizes Agent to disburse prior to Tenant's occupancy of the Premises any fees owed to third parties for goods, services, or benefits procured by Agent for the benefit of Tenant, including but not limited to any fees set forth herein payable to Agent for reservation, transfer or cancellation of Tenant's tenancy.

14. **Trust Account.** Any advance payment made by Tenant shall be deposited in an Account or escrow account for security deposits with Carolina First Bank located in Asheville, NC. Tenant agrees that any advance payment may be deposited in an interest-bearing trust account and that any interest thereon shall accrue for the benefit of, and shall be paid to, the owner (or as the Owner directs) as it accrues and as often as is permitted by the terms of the account.
15. **Disputes:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of North Carolina, and shall be treated as though it were executed in the County of Buncombe, State of North Carolina. Any action relating to this Agreement shall be instituted and prosecuted only in the Buncombe County, North Carolina. You specifically consent to such jurisdiction and to extraterritorial service of process.
16. **Expedited Eviction.** A material breach of this Agreement by You, which, in the sole determination of the Agent, results in damage to the Premises, personal injury to You or others, a breach of the peace, a nuisance to others, or a violation of criminal law or local code, shall be grounds for termination of Your tenancy. If the tenancy created hereunder is for 30 days or less, the expedited eviction procedures set forth in the Vacation Rental Act will apply. You may be evicted under such procedures if You: (i) hold over in possession after Your tenancy has expired; (ii) commit a material breach of any provision of this Agreement that according to its terms would result in the termination of Your tenancy; (iii) fail to pay rent as required by this Agreement, or (iv) have obtained possession of the Premises by fraud or misrepresentation.
17. **Other Addenda.** Any addenda to this Agreement are described in the following and attached Rules and Regulations. Tenant agrees that Tenant has received and read the Rules and Regulations. Tenant agrees that Tenant has received and read the Rules and Regulations, and that they shall constitute an integral part of this Agreement.

Vacation Rental Agreement

Rules and Regulations

Check-In

1. The Agent's check-in office is located at 27 Lakewood Ave. Black Mountain, NC 28711
2. Check-in time is between 4 p.m. and 8 p.m. - no keys will be released until after 4 p.m.
3. Possession of the unit will not take place until entire rental amount has been paid, including security deposit.
4. It is the tenant's responsibility to request an after hours check-in.
5. Two sets of keys will be provided at check-in. Keys not returned at check-out will result in a service charge of \$35/set being deducted from tenant's security deposit.
6. Complete directions to rental unit will be provided at check-in.

Furnishings

1. All homes are equipped for basic needs including cooking and light housekeeping. All kitchens are equipped with a microwave, range, refrigerator, and dishwasher unless otherwise specified in contract or brochure.
2. All linens and towels are provided with our rental units at no additional charge. You will find your unit clean and all beds made upon your arrival. Maid service is NOT provided during your stay.
3. Toilet paper, paper towels, dishwasher detergent and dishwashing liquid are supplied in quantities sufficient for a week stay. Additional products are the responsibility of the tenant.
4. All units are equipped with a color TV. No replacement or repair guaranteed and no refunds will be given for TV malfunctions.
5. Agent will make reasonable effort to provide any special amenities (such as hot tubs, high speed wireless internet, satellite TV, etc.) in good working order and repair them during the tenancy upon notice from tenant, but given the difficulty of repairs to such amenities, tenant understands that Agent can make no guarantees that any such amenities will be working during the entire tenancy, and that the tenant will not be entitled to any refund if they are not.

Accommodation Rules

1. Tenant agrees that property will not be used or occupied by more than the maximum allowable number of occupants set forth in agreement - this includes Tenant, Tenant's family (including all children) and Tenant's guests. Overloading the property will result in expedited eviction.
2. No campers, mobile homes or tents. NO CAMPFIRES.
3. No pets are allowed in any rental units unless written permission is given by Agent. Detection of a pet will result in an expedited eviction and a \$200 extermination fee will be deducted from Tenant's security deposit.
4. Smoking is NOT allowed in any rental property or on the premise without written notification. If smoking is detected upon inspection of unit after tenancy a \$200 fee will be deducted from Tenant's Security Deposit to pay for ionization/air purification of the unit. If cigarettes or cigars are found around the unit a fee of \$25/hour will be deducted from Tenant's Security Deposit to pay for removal of such debris.
5. House parties are strictly prohibited. Any complaints filed with the police department against tenant will result in expedited eviction.
6. After hour's lockout calls to locksmith and expenses occurred is tenant's responsibility.
7. Grilling is only permitted in units that provide grills. Propane refills are tenant's responsibility. Grill must be cleaned and ashes disposed of properly to avoid an additional cleaning fee of \$25
8. No use of property for any reason or purpose that violates any criminal law or governmental regulation.
9. Commercial uses of property are prohibited
10. Tenant is responsible for complying with building's rules and regulations, if any.
11. HOT TUBS: If a hot tub is provided at the Rental Property, it will be prepared and tested for proper and safe chemical levels prior to or on the day of occupancy. If any of the following conditions exist at any time during your occupancy, call the nearest Agent's office immediately and discontinue use until the tub safe for use: a) Water clarity is milky or bottom of tub/pool is not visible; b) Foam forms on surface when using jets; c) Misuse of tub/pool by spilling foreign substances (a Service Call Charge applies in this instance). Under no circumstances are pets allowed in the hot tub. Due to the possibility of accident or injury, Agent prohibits children from using hot tubs. Also, the chemicals used to keep hot tubs sanitary may cause fading in some swimsuits and some individuals may experience mild skin rashes. Hot tubs MUST be covered after each use. Allowing trash into the hot tub may damage the pumps

and/or filters resulting in an expensive repairs and the Tenant will be liable for damages.

12. A limited amount of firewood will be available for the fireplaces and stoves. Additional wood may be purchased.

Maintenance of Unit by Tenant

Tenant is to maintain the property in accordance with Section 42A-32 of the Vacation Rental Act, including, but not limited to, the following:

1. Keep that part of the property which tenant occupies and uses as safe and clean as the conditions of the property permit and cause no unsafe or unsanitary conditions in the common areas and remainder of the property that tenant uses.
2. Dispose of all ashes, rubbish, garbage, and other waste as directed in the unit. Under no circumstances is trash to be left on porches, decks, or any other exterior location.
3. Keep all plumbing fixtures in property or used by tenant as clean as their condition permits.
4. Not deliberately or negligently destroy, deface, damage or remove any part of the property or render inoperable a smoke detector provided by the landlord or knowingly permit any person to do so.
5. Comply with all obligations imposed upon tenant by current applicable building and housing codes.
6. Be responsible for all damage, defacement, or removal of any property that is in tenant's exclusive control unless the damage, defacement or removal was due to ordinary wear and tear, acts of the landlord or his agent, defective products supplied or repairs authorized by the landlord, acts of third parties not invitees of the tenant, or natural forces.
7. Notify the Landlord in writing of the need or replacement of or repairs to a smoke detector, and replace the batteries as needed during tenancy.

Landlord duty to provide fit premises

If, at the time the Tenant is to begin occupancy of the property, the Landlord or agent cannot provide the property in a fit and habitable condition or substitute a reasonable comparable property in such condition, the landlord and agent shall refund to the tenant all payments made by the Tenant

Section 42A-31 of the VRA requires the landlord to:

1. Comply with all current applicable building and housing codes.

2. Make all repairs and do whatever is reasonably necessary to put and keep the property in a fit and habitable condition.
3. Keep all common areas of the property in safe condition.
4. Maintain in good working order and reasonably and promptly repair all electrical, plumbing, sanitary, heating, ventilating, and other facilities and major appliances supplied by him upon written notification from the Tenant that repairs are needed.
5. Provide operable smoke detectors, replace or repair the smoke detectors if the Landlord is notified by Tenant in writing that replacement or repair is needed, and annually place new batteries in a battery-operated smoke detector.
6. Agent shall conduct all brokerage activities in regard to this Agreement with respect to the race, color, religion, sex, national origin, handicap or familial status of any tenant.

Check-out

1. Check-out is 10 a.m. A late checkout fee of \$50/hour will be deducted from Tenant's security deposit.
2. Tenant is responsible for the following upon check-out: dishes should be washed and put away in proper cupboards; refrigerator should be emptied and contents disposed of properly; heat set on 50 degrees (winter only); all trash bagged and tied and placed according to instructions; all windows and doors closed and locked.
3. Keys should be returned to the rental office or placed in the key drop if prior to office opening.

Transfers by tenant

1. Tenant deposits can only be applied to unit in original reservation.
2. Dates of occupancy must be changed 30 days in advance of original lease, subject to availability. New dates must be within one year of the original reservation.
3. Transfer request must be written.
4. If transfer request is granted, original lease will become effective for new dates.

Cancellation by tenant

1. Cancellation request must be written.
2. If property is re-rented for the same period, Tenant receives advance rent payment back, less an administrative fee of \$50.
3. If property is not re-rented for the same period, tenant will not be entitled to reimbursement for any advance rent payment.

4. Tenant will be entitled to reimbursement of any fees paid to the Agent for goods, services, or benefits procured by the Agent from third parties for the benefit of the Tenant that have not been paid out prior to cancellation. It is the Tenant's responsibility to seek reimbursement directly from third party for any fees that have already been paid out.

Transfer of the property by owner

1. If the property is voluntarily transferred by Landlord, a Tenant has the right to enforce the vacation rental agreement against the grantee of the property if the vacation rental is to end 180 days or less after the date of the grantee's interest in the property is recorded; if the vacation rental is to end more than 180 days after recordation of the grantee's interest in the property, the tenant has no right to enforce the terms of the agreement unless the grantee agrees in writing to honor the agreement. If the grantee does not honor the agreement, the tenant is entitled to a full refund of any payments her or she has made.
2. Within 10 days after transfer of property, grantee or grantee's agent shall:
 - Notify each Tenant in writing of the property transfer, the grantee's name and address, and the date the grantee's interest was recorded.
 - Advise each Tenant whether he or she has the right to occupy the property subject to the terms of the vacation rental agreement and the provisions of this section.
 - Advise each Tenant of whether he or she has the right to receive a refund of any payments made by him or her.
3. Upon termination of the Landlord's interest in the property, whether by sale, assignment, death, appointment of a receiver or otherwise, the landlord, landlord's agent, or real estate agent is required to transfer all advance rent paid by the Tenant (and other fees owed to third parties not already lawfully disbursed) to the landlord's successor-in-interest within thirty days, and notify the tenant by mail of such transfer and of the recordation of the Landlord's successor-in-interest in the property, and the successor-in-interest has not agreed to honor the vacation rental, all advance rent paid by the Tenant must be transferred to the tenant within thirty days.
4. If the Landlord's interest in the property is involuntarily transferred to another prior to the Tenant's occupancy of the property, the landlord shall refund to the Tenant any payment made by the Tenant within sixty days after the transfer.

Cancellation by Owner

Agent on behalf of owner of property, reserves the right to cancel agreement at any time prior to Tenant taking possession of the property. In such event, all payments made by PPI, LLC

Tenant to Agent will be refunded, and neither the management firm nor owner will be liable for any damages of any sort incurred by tenant as a result of such cancellation. If tenant desires to be placed in alternative premises, CCMC, Inc. will make a good faith effort to relocate tenant, but if the premises are more expensive, tenant agrees to pay difference.

Expedited Eviction

IF the tenancy created herein is for 30 days or less, the expedited eviction procedures set forth in the Vacation Rental Act will apply. Tenant may be evicted under such procedures if Tenant:

1. Holds over in possession after Tenant's tenancy has expired.
2. Commits a material breach of any provision of the Agreement (including any addendum hereto) that according to its terms would result in the termination of Tenant's tenancy.
3. Fails to pay rent as required by this Agreement.
4. Has obtained possession of the Premises by fraud or misrepresentation.

Mandatory Evacuation, State Road Closure

If state and local authorities order a mandatory evacuation of an area that includes the Premises, 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 Premises because of the order. In addition, if Tenant is unable to begin tenancy due to road closure by state or local authorities, a prorated refund for each night that Tenant is unable to occupy the premises will be issued. If state road are open and Tenant chooses not to begin occupancy, no refunds will be given. Agent will make its best effort to have private roads leading to Premises cleared of snow, however, no guarantee will be made that all roads will be considered passable and no refunds will be given based on snow removal, or lack thereof.

Indemnification and Hold Harmless; Right of Entry; Assignment

Tenant agrees to indemnify and hold harmless Agent and the 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 agent or the Owner, or failure of Agent or Owner to comply with the Vacation Rental Act. Tenant agrees that Agent, the Owner or their respective representatives may enter the Premises during reasonable hours to inspect the Premises, to make such repairs, improvements or alterations thereto as Agent or Owner may deem appropriate, or to show the Premises to prospective purchasers or tenants. Tenant shall not assign this Agreement or sublet the Premises in whole or part without written permission of Agent.

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For all purposes hereunder facsimile or electronic signatures shall be deemed to be originals and such signatures shall be given the same effect as would an original signature. **THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.**

TENANT:

_____ (SEAL) Date: _____

_____ (SEAL) Date: _____

OWNER:

_____ (SEAL) Date: _____