



## **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.*

**GENERAL DISCLAIMER – Great Smokys Cabin Rentals is a vacation rental property management company for individual property owners. Neither Great Smokys Cabin Rentals nor 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.**

**Agent:** Great Smokys Cabin Rentals, PO Box 2731, Bryson City, NC 28713

**Tenant/Guest: (will be listed on the agreement we send you)**  
Agent, as agent of the owner, rents to Tenant, and Tenant rents from Agent, the vacation property (Cabin) below on the terms contained in this Agreement.

**1. Cabin Name: (will be listed on the agreement we send you)**

**Address: (will be listed on the agreement we send you)**

**2. Term:** Arrival: \_\_\_\_\_ Departure: \_\_\_\_\_

Booking #:

**(will be listed on the agreement we send you)**

**3. Rent: (will be listed on the agreement we send you)**

## Financial Terms:

\* Tax rates are calculated as of the time of this Agreement. Tenant shall be responsible for payment of all applicable taxes according to the rates in effect at the time of occupancy.

- **DIRECTIONS:** About two weeks before your stay we will email you the directions and lockbox code provided we have received payment in full and the fully executed rental contract. 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.
- **FAILURE TO RETURN YOUR CONTRACT** in a timely manner could result in the cancellation of your booking without a refund.
- **AGE POLICY** – We maintain a family atmosphere to assure maximum enjoyment for all our guests. We RENT ONLY to married couples, families and responsible adults 25 and OLDER.
- **REFUND/CANCELLATION POLICY.** A minimum of 30 days' notice is required in order for Tenant to be eligible for a refund; cancellations within 30 days from the arrival are only eligible for a refund if the reserved dates are re-rented. In the event of a cancellation by Tenant and if the Property is re-rented on the terms set forth in this Agreement, Tenant shall receive a refund of all payments made by Tenant, less an administrative fee of \$75.00. If the Property is not re-rented on the terms set forth in this Agreement, Tenant will not be entitled to a refund of any rent payment made under this Agreement.

In the event of an early departure, bad weather or poor road conditions, Great Smokys Cabin Rentals cannot provide a refund. Changes to the dates or cabin which Tenant has reserved may incur a \$75.00 Change Fee and is subject to approval.

Whether or not the Property is re-rented, Tenant, rather than Agent or Owner shall be responsible for seeking reimbursement of any fees paid by Tenant to Agent or Owner for goods, services, or benefits procured by Agent or Owner from third parties for the benefit of Tenant that may have been paid out prior to Tenant's cancellation.

\*\* My initials certify that I have read, understand, and accept the terms and conditions in this contract. I certify that I am at least 25 years old and that I will be held responsible for the care of the property rented under my name. I accept full responsibility for any damage or extra cleaning charge assessed during or those discovered after my departure from the rental. I authorize

these charges to be debited from my credit card or subtracted from my security deposit.

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**By signing this contract the Tenant agrees that he/she understands all the terms and conditions as set forth in this Agreement including the Appendices below, and agrees to abide by them. My signature certifies the information to be true and accurate.**

Electronic Signature (typed name) is valid.

TENANT:

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): - >

(If additional rent paid)

Pet Type:

Pet Name:

Pet Size (lbs)

### **Great Smoky Cabin Rentals House Rules**

Failure to comply with any and all rules will result in a fee or possible  
eviction of premises.

1. **NO SMOKING** –ALL our Properties are **non-smoking indoors**. You may smoke on the porches but we require that you clean up all cigarette debris. A SEVERE FINE will be charged for non-compliance.

2. **NO LOUD NOISE** - (Defined as: Any noise that can be heard by other neighbors.) Quiet Time for Cabins is 10pm.

3. **NO TENTS**; NO DISCHARGING OF FIREARMS.
4. **NO HOUSE PARTIES** OR OBNOXIOUS, DANGEROUS, OR UNLAWFUL BEHAVIOR WILL BE TOLERATED. PERMISSION FROM GSCR MUST BE RECEIVED PRIOR TO RESERVATION FOR ANY CELEBRATIONS SUCH AS WEDDING OR REUNIONS.
5. **NO ATVs** may be used on cabin premises or in the vicinity there of.
6. **RIGHT TO ENTER** – GSCR has the right to enter premises for purposes of maintenance or if Tenants are violating any House Rules.
7. **INTERNET** – In cabins with internet, access is intended for light use such as surfing the internet, responding to email and Facebook. The internet access is LIMITED in the mountains and STREAMING video/games and remote desktop access are PROHIBITED. Additional CHARGES will apply for excessive use. **This will be indicated as appropriate for the cabin.**
8. **CHECK IN/CHECK OUT TIMES** are strictly enforced. Additional charges will be assessed for non-compliance. **Check in Time is 3p. Check out time is 10a.**
6. **PETS** – Pets are only allowed in PET FRIENDLY CABINS. A PET RENT charge is required per pet, per stay. Unattended pets MUST BE CRATED. Pets are not allowed on furniture, including beds. Proper cleanup of pet waste is expected. VIOLATIONS are strictly enforced and a charge will be assessed.
  - Unless otherwise specifically permitted in this Agreement and charged on Invoice, no pets shall be allowed on the Property. Additional non-refundable Pet Rent is required per pet per reservation. Tenant's breach of this provision (i.e. unauthorized pets) shall be considered material, and shall result in the termination of Tenant's tenancy and be subject to a \$500 charge, and may be subject to additional fees.
  - Pets shall never be left unattended at a cabin unless crated.
  - Pets are not allowed on furniture (including beds and sofas) at any time. Any evidence of pets on furniture will be subject to additional cleaning fees.
  - All pets must be up to date on rabies vaccinations and all other vaccinations and must be free from fleas. All pets are to be treated with Advantage or similar topical flea and tick repellent three days prior to arrival.
  - Tenants are responsible for the cleaning up of any/all pet refuse in the interior of the cabin as well as the exterior and the yard.

- Evidence of any pet being in the hot tub will be cause for a charge of \$500.00, and may be subject to additional fees.
- I agree that my responsibilities herein apply to pets whether owned by me, my family, or the guests staying with me at the cabin. "Visiting" pets (strays or those brought by visitors just stopping by and not staying overnight) are not allowed in the cabins. I understand and agree to these terms as evidenced by my signature above.
- Great Smokys Cabin Rentals and the cabin owners assume no responsibility for illness or injury that may incur to pets or humans while on the premises. Be advised that the surrounding area does not have "leash laws" – neighboring dogs may roam freely. When outside, guest's pets must be attended and leashed. Pet occupancy is at your own risk and at the risk of your pet.

9. **CHECK OUT PROCEDURES** are expected to be followed. Procedures are located on the refrigerator signs at cabins. Failure to comply may result in an additional charge.

10. **INTENTIONAL DAMAGE** – Tenant will be charged for any damages found on premises upon departure. Including, but not limited to, trash and other disrespectful conditions.

11. **TENANT** must notify GSCR of any problems at the cabin while staying on premises or the Tenant waives the right for any monies refunded.

12. **MOVING OF FURNITURE** is prohibited. A violation charge will be assessed if there is evidence of moving.

13. **COMMERCIAL FILMING** on property is prohibited.

14. **GSCR** reserves the right to substitute a property in case of maintenance issues that cause the property to be uninhabitable.

15. **WE PROVIDE:** Dishes, kitchen utensils, cookware, bed linens, towels (based on occupancy) and blankets, pillows.

16. **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 wood burning fireplace, fire pit or charcoal grill at your cabin, you will need to supply the fuel. WWe recommend that you bring insect repellent. We also recommend that you bring beach towels if engaging in water activities such as white-water

rafting.

#### 17. **HOT TUB.**

- Use of the hot tub is at your own risk. Abide by all posted hot tub rules.
- Before your arrival the hot tub will be serviced and pre-set by our maintenance personnel and at an appropriate temperature with balanced chemicals. Feel free to turn on jets or make minor temperature changes for your comfort.
- THE HOT TUB COVER SHOULD BE REPLACED WHEN NOT IN USE TO MAINTAIN TEMPERATURE AND PREVENT ENVIRONMENTAL IMPURITIES (i.e. dirt, pollen, leaves, etc.).
- Should you feel during your stay that the hot tub needs to be serviced, please call our office and we can discuss scheduling maintenance personnel for a service call; additional fees may apply.
- For your safety, the hot tub should never be adjusted over 104° F – setting the temperature above 104° F may cause the hot tub to shut off for safety reasons.
- Please note the corrosive nature of hot tub chemicals even when properly balanced. The heat of the hot tub and the chemicals may accelerate color loss to swimsuits. Jewelry should be removed before entering the hot tub to prevent corrosive damage.

### **GREAT SMOKYS CABIN RENTALS TERMS AND CONDITIONS**

\*\*Security Deposit(s) and the Limited Damage Waiver:  
UPON ARRIVAL, PLEASE REPORT ANY PROBLEMS OR DAMAGES OR WE MUST ASSUME THEY OCCURRED DURING YOUR STAY.

#### **1. LIMITED DAMAGE WAIVER AND SECURITY DEPOSITS REQUIRED:**

- A **Limited Damage Waiver** in the amount of \$40 will be charged to all reservations upon booking. It is a non-refundable fee waiving your responsibility for up to \$1,000.00 of accidental, un-intentional damage occurring during your occupancy. Damage that is not deemed un-intentional or accidental, or damage incurred by pets or unsupervised children will not be covered under the damage waiver.

- The **Basic Refundable Security Deposit** may be used in lieu of the LDW. The security deposit is \$600 and would be charged upon booking through e-Check.

- **Large Party Security Deposit** – a refundable fee of \$400.00 will be charged through e-Check for regular reservations of 8 or more guests.

- Per **North Carolina statutes**, deposits may be applied to actual damages, theft, or unpaid charges caused by the Tenant, their family, and their guests. Deposit may also be used for additional assessments for lost keys, rental agreement violations, excessive cleaning and trash removal. See also Paragraph 5.

- **Abnormal reservation** circumstances are subject to the Broker-In-Charge's approval and may incur an additional security deposit assessment such as an exception for the number of tenants, or unusual sleeping arrangements (i.e. sleeping bags and air mattresses).

**\*\*\* Trip Interruption Insurance:** Trip Interruption Insurance is offered by Great Smokys Cabin Rentals through CSA Travel Protections Travel Insurance Plan for 6.95% of the rental rate. The travel insurance is available for purchase until the rental has been paid in full. If Travel Insurance is not purchased it may effect Tenant's Rights in the event of a mandatory evacuation. See Paragraph 12 for further information.

2. In the event that Great Smokys Cabin Rentals takes action to collect any obligations under the terms of this agreement, it shall be entitled to recover all costs of collection incurred including reasonable attorney's fees.

3. **RIGHT TO REFUSE SERVICE.** Acting in the best interest of all parties involved, the Agent reserves the right to actively refuse the service of a rental reservation and/or cancel reservations wherein the aforementioned duties cannot reasonably be fulfilled.

4. **REPEAT GUESTS.** We offer a Repeat Guest Discount to our guests. To receive the discount the reservation must be made over the telephone and the discount must be requested at the time of booking. The discount cannot be combined with other discounts. For the Repeat Guest Discount, the reservation must be made under the same customer name as the prior reservation. We are not able to apply the discount after the reservation has been made.

5. **ROAD ACCESS POLICY.** All of our vacation cabin rentals are privately owned and located throughout the Smoky Mountains in Western North Carolina. The roads leading to our cabins each follow the topography of the mountain on which they are located. 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. We rely heavily on local and national weather channels and news to identify conditions caused by

seasonal or temporary weather conditions. 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.

## 6. **SERVICE CALLS AND ADDITIONAL CLEANING CHARGES.**

A. Additional cleaning charges may be assessed towards your reservation for service calls and/or abnormal or disrespectful occupancy conditions.

- As the occupying tenant, this is your home away from home. Just as you may be responsible at home for maintenance service calls, you may be responsible for service calls for your occupancy. **For normal wear and tear, you will not be held responsible – feel free to contact us.**

A service call charge may be assessed towards your reservation should a technician be required for a situation or situations that were caused by your occupancy during your stay or upon your departure.

Examples include, but are not limited to:

- **Plumbing issues** not existent at the beginning of the occupancy, such as foreign objects in toilets
- Service calls for being locked out or having **lost keys**
- Alterations to the **internet modem** or local area network
- **Gas logs** being rearranged requiring a service call and/or additional cleaning
- Changes made to the setup of the **satellite TV** or entertainment system
- **Hot tub service calls** for improper use (i.e. hot tub cover not correctly applied causing tub to cool, foreign substances such as pollen or cosmetics dirtying water beyond standard use, etc.)
- **Excessive hot tub cleaning upon departure** required from foreign objects and substances such as grass, food, pet hair, cosmetics, etc.

B. Additional cleaning charges against your reservation will be assessed for abnormal or disrespectful occupancy conditions. Examples include, but are not limited to, the following:

- Unsupervised pets or kids (pet waste, glitter, glue, wax, BB's, silly string, paintball damage, etc.)
- - Rearranging furniture where more than 1 person is needed to restore
- Unusually foul or excessive garbage left in or around cabin (oyster shells, fish guts, strewn litter, vomit, soiled diapers, food in hot tub, cigarette butts, etc.)
- Pets on furniture, Pet Refuse, and other violations of our pet policy

- Evidence of cigarette smoke inside

7. **“AS IS” CONDITION:** The property is provided in an “as is” condition. While we do our best to ensure all amenities are in working order for reservations and facilitate repairs as needed, some amenities may not be available for your use during your stay or may malfunction or otherwise become unavailable during your stay and do not constitute a refund. These amenities include, but are not limited to, the following:

- Third party utilities such as Internet service, satellite TV, telephone service
- The hot tub,
- The television and its accompanying equipment
- Fireplaces

8. **INCLEMENT WEATHER & 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.

## **VACATION RENTAL AGREEMENT UNDER THE NORTH CAROLINA VACATION RENTAL ACT**

1. **Disbursement of Rent and Third Party Fees.** Tenant authorizes Agent to disburse up to fifty percent 50% of the rent to the 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 the Agreement by Tenant, or as otherwise permitted under the Vacation Rental Act. Tenant agrees to pay a \$25 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 to pay for any 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.
2. **Trust Account.** Any advance payment made by Tenant shall be deposited in a trust account with United community Bank located in Bryson City, NC 28713.
3. **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.
4. **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.

5. **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.

6. **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.

7. **Indemnification and Hold Harmless; Right of Entry;**

**Assignment.** 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. .

8. **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.

**REAL ESTATE AGENCY:**

GREAT SMOKYS CABIN RENTALS, LLC

Initials:

Signed Date: