

The Red Cottage In Black Mountain Rental Agreement

THIS IS A VACATION RENTAL AGREEMENT UNDER THE NORTH CAROLINA VACATION RENTAL ACT BETWEEN OWNER AND GUEST. THE RIGHTS AND OBLIGATIONS OF THE PARTIES TO THIS AGREEMENT ARE DEFINED BY LAW. THEY INCLUDE UNIQUE PROVISIONS PERMITTING THE DISBURSEMENT OF RENT PRIOR TO TENANCY AND EXPEDITED EVICTION OF GUESTS. 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.

Please visit: [North Carolina General Assembly/Enacted Legislation/Statutes](#) for details on your rights and responsibilities as a vacation renter.

PAYMENTS: All payments made by the tenant shall be deposited through the Vacation Rental Company or in an account with HomeTrust Bank (NC) located at 10 Woodfin Street., Asheville, NC 28801. In accordance with North Carolina law, disclosure is hereby given that the account is interest-bearing, with interest being to the benefit of The Red Cottage in Black Mountain (Owners). Up to one-half of the gross rent payments may be distributed to the owners monthly. Your credit card will be charged for the rental amount and NC Sales Tax when applicable.

OTHER CHARGES AND FEES:

- Smoking is strictly PROHIBITED inside The Red Cottage in Black Mountain. If this regulation is violated and smoking has been detected in the rental property, an additional \$200 cleaning fee will be charged to the credit card on file.
- Due to the limitations of the vacation rental websites, initial rate quotes will occasionally be amended by hosts to reflect security deposits, pet fees, cleaning services for long-term reservations and promotional rates.

- Pets are NOT permitted in or on the rental property of The Red Cottage in Black Mountain without prior notice. This policy also applies to friends and family who may visit and bring their pets with them. Guests agree to pay a non-refundable pet fee, regardless of size or breed. \$80/pet up to 14 days; \$160/pet for 15 to 90 days; \$240/pet >90 days. Our Pet Policy must be reviewed before check-in for any pets to be allowed in or on the property. If this regulation is violated and pets have been detected, the pet fee will be added to your bill, and your refundable security deposit will be compromised.
- Cleaning Service: \$80 up to 2 weeks; \$160 for 15-90 days; \$240 for >90 days. Reservations incur 4.75% NC state, 2.25% county and 6% occupancy taxes. Long-term reservations exceeding 90 days are **not** required to pay local taxes.
- Please note that we own and personally manage The Red Cottage. We do **not** charge a service fee to our guests. However, an additional processing fee may be charged if guests book online with a vacation rental company. In no way is The Red Cottage responsible for this extra cost. We ask each Guest to review their reservation invoice carefully. Guests are encouraged to contact the vacation rental company for concerns or complaints.

CANCELLATIONS, CHANGES, AND FORFEITS:

- Owners do not charge a service fee when Guests book through their website, www.theredcottage.net and pay with a personal checking account or cashier's check. However, Guests are responsible for paying any charges, ~3%, that their credit card or digital payment service might impose on us.
- If the Guest pays the entire payment balance on time, they can receive the following, *minus any service fees that credit card companies or digital payment companies charge*:
 - 100% refund of the total cost if canceled at least 30 days before check-in.
 - 50% refund of the total cost if canceled made between 14 and 30 days of arrival. All cancellations made after 14 days are non-refundable.

- If The Guest must cancel your reservation within 1-13 days of arrival, please notify us as soon as possible. We will make every effort to re-book the property for your original dates. The total rental payments will be forfeited if we cannot re-book the property. If we can re-book the property, we will gladly compensate your cancellation for up to 50% of re-booked dates to be applied to a future reservation. Offer expires (1) year after your cancellation date.
- Suppose a Guest is disappointed or unsatisfied with the property due to differences in taste according to décor, accommodations, location, etc., and declines to stay at the rental property. In that case, this will be considered a cancellation, and no rent reduction or refund will be issued. Suppose the Owner is unable to deliver said property to Guest under this lease agreement before occupancy because of fire, eminent domain, delay in repairs or any other reason whatsoever; Guest hereby agrees that Owner's sole liability as a result of these conditions is a full refund of all consideration previously tendered by Guest or for alternate accommodations.
- Under the terms of this lease, Guest expressly acknowledges that in no event shall the Owner be held liable for any consequential or secondary damages, including but not limited to any expenses incurred as a result of moving for any damage, destruction or loss. The Owner is not responsible for the weather or other natural disasters, and there will be no refunds for these occurrences. The Owner is also not responsible for unexpected health issues, death, mandatory evacuations, jury duty, etc.
- If you feel that you might be at risk of canceling outside of our cancellation policy, we highly recommend purchasing travel insurance, especially for long-term bookings. It is inexpensive and covers severe weather, medical emergencies, etc. Here are a few sites that offer vacation rental insurance.

travelguard.com; insuremytrip.com; vacationrentalinsurance.com;

OCCUPANCY: Maximum Occupancy is 6-persons. Our nightly rates are based on groups of up to 4 guests, with exceptions for children under 18 months old. An additional charge of \$20 per guest, per night will be applied for reservations of more than 4-guests.

- Notify the Owner in advance to request exceptions to the Maximum Occupancy policy. Maximum Occupancy violations will result in booking forfeiture, added charges, or immediate eviction of guests. We ask guests to obey the occupancy limit at all times, including children and all pets that are brought on the property.
- Absolutely no parties, youth groups, fraternities, sororities, weddings, receptions, or meetings allowed. If such a group attempts to occupy The Red Cottage in Black Mountain, all monies will be forfeited and guests will be asked to vacate the property immediately.

INDEMNITY: The Guest agrees to release and indemnify the Owner from and against all liability should anyone be injured upon the premises during the term of the lease, resulting from any cause whatsoever, except in the case of personal injury caused by the negligent act of the Owner, his Agent or the Agent's employees. Guest agrees to hold The Red Cottage in Black Mountain and its Owners harmless for any accident or injury whatsoever that may occur on the rental property during occupancy.

MECHANICAL FAILURES/REPAIRS/APPLIANCES: Refunds will not be issued for mechanical failures of non-essential or luxury items, including, but not limited to Television, Satellite/Cable/WiFi Services, wood-burning stove, Air Conditioning, or any other appliance that fails to operate correctly during your stay. No refunds will be issued for minor disruption of any utilities, including, but not limited to, power outages, etc. These failures are beyond our control, and no refund or rent reduction will be given. Please report inoperative equipment to the Owner, and we will make every effort to have repairs done as quickly as possible during reasonable hours. Locked areas for which the Owner has not provided a key, such as an Owner's personal storage areas, are exempt from this lease agreement and are off-limits to the Guest. Forced entry into these areas is cause for immediate termination,

and possible legal action and the Guest will be charged for damage and the missing items.

DIRECTIONS AND KEY INFORMATION: The Red Cottage in Black Mountain provides detailed directions and key information to access the property within 3-days of check-in date. It is the responsibility of the Guest to ensure receipt of directions before arrival.

PERSONAL ITEMS: The Red Cottage in Black Mountain is NOT responsible for Guests' personal belongings that are lost, stolen, or left behind. If found, items will be returned at the Guest's request and expense.

CLEANING: Our property is professionally cleaned and disinfected before and after you leave. When you check-in please let us know immediately if any aspect of The Red Cottage is unacceptable to you.

All trash and recyclables should be placed in their proper bins. The pick-up schedule is posted in the Guest Notebook. Leave all bed and bath linens used during your stay in the bathrooms upon departure. Guests are responsible for emptying the refrigerator, disposing of all perishable food items, disposing of all trash/recyclables in appropriate bins placed outside and storing all clean and dried dishes/utensils. By signing this agreement, the tenant agrees to pay a fee of up to \$100 if check-out procedures are not followed and extraordinary cleaning is deemed necessary.

ABSOLUTELY NO firearms, pyrotechnics or unlawful activities will be permitted on the rental premises. As conscientious hosts, we do our best not to be intrusive. We allow our guests total freedom to utilize The Red Cottage as they wish. We will not enter the home without attempting to notify guests in advance nor will we interrupt your stay unless there is an emergency or a violation of the rental agreement. The authorities will be notified to investigate if we suspect illegal activities in or around the property.

CHECK-IN AND CHECK-OUT:

- CHECK-IN IS AFTER 4 PM.
- CHECK-OUT IS BY 11 AM.

EARLY AND LATE CHECK-IN AND CHECK-OUT: Requests for early check-in or late check-out will be considered case-by-case. If you are interested in either, don't hesitate to contact us before your arrival/departure request. Consideration is given based on the property booking status immediately before or after your initial reservation dates.

TRANSFER OF PROPERTY: Should the present Owner transfer title to the real property subject to this lease, the Owner must disclose information regarding existing leases to the Grantee. For rentals that end more than one hundred eighty (180) days after such recording of the interest to the Owner's successor, the successor in interest will not be bound for any rents which end more than one hundred eight (180) days after such recording unless they agree to be bound in writing. If such successor in interest disagrees to be bound in writing, you will be notified in writing and will receive a refund of any payments made by you.

- You agree to accept the above terms/conditions by confirming your reservation.

Thank you for considering The Red Cottage in Black Mountain. As your vacation rental hosts, our goal is to exceed your expectations and to remain listed as one of the area's top affordable vacation rental homes. Please do not hesitate to call or email us if you have any questions or concerns. We are happy to help in any way to make your stay with us the best experience possible.

Happy travels!

John & Monica, Owners/Hosts