

# Renter Agreement for Biltmore Basecamp

Arriving: {BARR} ({BCHECKINTIME} or later)  
Departing: {BDEP} ({BCHECKOUTTIME} or earlier)  
Staying: {BNNIGHTS} nights  
Party Size: {BGPARTY}

Property	Dates	Renter (or "Guest")
Name: {PDISPNAME}	Arrival Date: {BARR}	Name: {CFULL}
Capacity: {PMAXGUESTS}	Departure Date: {BDEP}	Phone: {CPHONE}
maximum guests	Booked	Email: {CEMAILPRIME}
Phone: 828-407-0003	Nights: {BNNIGHTS}	Address: {CADDRPRIMES}
Address: {PADDRS}	Check-In Time: {BCHECKIN}	
	Check-Out Time: {BCHECKOUT}	

{BCTAB}

This Renter Agreement ("Agreement") is made and effective {BCRE} ("Agreement Date") between {MYCOFULL} ("Owner and/or Manager") and {CFULL} ("Guest") regarding the property known as {PDISPNAME} ("Rental Property") which is located at:

{PADDRM}

This Agreement applies to the Guest's stay at Rental Property from {BARR} to {BDEP} but also applies to any other dates which may be included if the reservation is changed.

This Agreement applies to all members of the Guest's party no matter the age or affiliation. Guest acknowledges that Guest is responsible for sharing the renter agreement, and its requirements, with all members of the Guest's party and anyone else permitted onto the Rental Property by the Guest.

Here's all the legal jargon.

Seriously, though - if you're used to vacation rentals, you'll see all the usual points below. If this is your first time, don't worry, it's pretty easy! It just protects you and us and makes sure that we're all on the same page.

## VACATION RENTAL AGREEMENT

**We know that you're going to have a wonderful time in Asheville and thoroughly enjoy the vacation rental you have chosen. Below you'll find a number of best practices and important disclosures that will help you enjoy your vacation from beginning to end.**

**If you have any questions about this Vacation Rental Agreement, we would love to answer them for you! Please send us an email to [AshevilleNightly@gmail.com](mailto:AshevilleNightly@gmail.com).**

THIS VACATION RENTAL AGREEMENT IS A LEGALLY BINDING 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, AND/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 AS 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 ARE UNABLE TO RELOCATE TENANTS WITHOUT PROPER AUTHORIZATION. PLEASE BE AWARE THAT, UNLIKE HOTELS, OUR RENTAL PROPERTIES ARE EACH INDIVIDUALLY OWNED AND HAVE NO CORRELATION TO EACH OTHER.

### Legal Jargon

#### **1. NIGHTLY MINIMUMS:**

Most properties require a 3-night minimum stay. Longer minimum stays may be required during holiday periods and certain seasons.

## **2. PAYMENTS:**

Tenant is required to sign and return this document to Vacay Vibes, LLC. as follows:

### **a. IF YOUR RESERVATION IS SECURED MORE THAN 60 DAYS PRIOR TO ARRIVAL:**

(1) If the reservation is secured online, the Tenant's credit or debit card will be charged a deposit for 50% of the rental amount, damage insurance (if elected), and trip insurance premium (if elected). The tenant's execution of this vacation rental agreement constitutes that he or she agrees to the advance disbursement of payments, however, such advance disbursement shall not constitute a waiver or loss of any of the tenant's rights to reimbursement of such payments if the tenant is lawfully entitled to reimbursement. All disbursements, advanced or otherwise, will be held at First Citizens Bank, located at 601 New Leicester Highway, Asheville, NC 28806

(2) If the reservation is secured by phone, the Tenant will receive an email confirmation that provides booking information. Within 24 hours of securing the reservation, the Tenant is required to electronically or manually sign the Vacation Rental Agreement (VRA), and make payment for 50% of the rental amount, damage insurance (if elected), and trip insurance premium (if elected) plus applicable taxes. If Vacay Vibes, LLC. does not receive a signed VRA, copy of the tenant's ID that matches the credit card on file, and the answers to the initial booking questions within 24 hours of booking the reservation will be cancelled and the guest will be charged a \$300 administration fee plus 3% credit card processing fee.

(3) The final balance is due no later than 60 days prior to the reservation check-in date. Tenant is responsible for payment of the final balance, paid by credit/debit card. If Tenant prefers to pay the final balance by check/money order, payments should be made payable to Vacay Vibes, LLC, 90 days in advance.

(4) Once the reservation is paid in full, directions and property access code will be provided no earlier than 24 hours prior to the arrival date of the Tenant.

### **b. IF YOUR RESERVATION IS SECURED LESS THAN 60 DAYS PRIOR TO ARRIVAL:**

(1) If the reservation is secured online, the total rental amount will be charged to the Tenant's credit card. The tenant's execution of this vacation rental agreement constitutes that he or she agrees to the advance disbursement of payments, however, such advance disbursement shall not constitute a waiver or loss of any of the tenant's rights to reimbursement of such payments if the tenant is lawfully entitled to reimbursement. All disbursements, advanced or otherwise, will be held at First Citizens Bank, located at 601 New Leicester Highway, Asheville, NC 28806

(2) If the reservation is secured by phone, the Tenant will receive an email confirmation that provides booking information. Within 24 hours of securing the reservation, the Tenant is required electronically or manually sign the VRA. If Vacay Vibes, LLC. does not receive a signed VRA, a copy of the tenants ID that matches the credit card on file, and the answers to our initial booking questions within 24 hours of booking, the reservation will be cancelled with no refund and our standard rebooking policy will apply.

(3) Once the reservation is paid in full, directions and property access code will be provided 24 hours prior to the arrival date of the Tenant.

**c. All payments made by the Tenant are not refundable.**

### 3. OTHER CHANGES AND FEES:

- a. Smoking inside the rental home is PROHIBITED. All properties are NON-SMOKING, including the grounds. If this regulation is violated and smoking has been detected in the Property, a \$500.00 plus applicable taxes penalty per offence for cleaning services due to unauthorized smoking will be charged to the credit card on file. By signing this Agreement, Vacay Vibes, LLC. is authorized to charge this fee to the Tenant's credit card on file.
- b. Departure Cleaning Fee, ranging from \$150 to \$500, plus applicable taxes.
- c. A fee of \$100 plus applicable taxes will be charged for all returned checks.
- d. Vacay Vibes, LLC may receive a commission from services provided, including, but not limited to, Vacation Rental Insurance, and other packages.
- e. All reservations incur 6.75% - 7% NC Sales Tax and County Occupancy Tax of 3% - 6% in addition to the rental amounts and fees. Rates are subject to applicable state sales and county occupancy taxes, which are in effect during the tenancy. Rates are subject to change as authorized by the appropriate governing body. Vacay Vibes, LLC will credit or debit the rental amount to reflect tax rates which are in effect during the tenancy.
- f. Fees for additional services offered by Vacay Vibes, LLC. will be charged to the Tenant's credit card on file. Such additional services include without limitation a fee for returning personal property that has been left in the Property after Tenant departure.

#### 4. SECURITY DEPOSIT:

a. Vacation Rental Damage: Damage insurance is never allowed in lieu of a Security Deposit. Vacation rental damage insurance has been made available to you. Vacay Vibes, LLC Strongly recommends purchasing CSA Vacation Rental Damage (VRD) protection for \$50 to \$150 (depending on the property) plus applicable taxes or similar policies offered by VRBO and other sites when booking. The VRD fee is non-refundable. This VRD plan covers unintentional damages to the rental unit interior that occur during the Tenant's stay, provided they are disclosed to management prior to checkout. The policy will pay a maximum benefit of \$1,500 to \$5,000 (depending on the property) plus applicable taxes. Any damages that exceed the maximum benefit limit purchased or are not covered under the plan will be charged to the credit card on file. If an insured person accidentally or unintentionally damages the real or personal property assigned to the rental accommodation during the trip, the Insurer will reimburse the cost of repair or replacement of the property, up to the maximum benefit limit purchased. Certain terms and conditions apply. Check the full details of the VRD coverage with your provider. The VRD plan can be purchased up to, and including at, check-in. By submitting payment for this plan, Tenant authorizes and requests CSA Travel Protection and Insurance Services to pay directly to Vacay Vibes, LLC. any amount payable under the terms and conditions of the Vacation Rental Damage plan.

b. Payment of a refundable Security Deposit: **The Security Deposit amount ranges from \$1000-\$2500** (depending on the property). The Security Deposit amount due will be outlined on the Reservation Confirmation and must be paid via credit card. **The Security Deposit Hold** will be charged automatically to the card on file **at the time of booking or 20 days prior to arrival and the hold will be released 14 days after departure as long as no charges need to be assessed. If for any reason the security deposit is unable to be collected within 20 days of arrival, your reservation will be canceled with no refund, unless your dates are able to be rebooked.** Security Deposits shall be accounted for and refunded no later than 45 days after departure in accordance with NC law. Whether or not a Security Deposit is required, Tenant is responsible for any unintentional or intentional damage due to willful negligence on leased Property. Tenant will be notified in writing. Tenant agrees that charges can be processed on Tenant's credit card or Tenant agrees to send payment within 10 days of notification.

#### 5. DAMAGES:

a. Immediately upon arrival, Tenants agree to notify Vacay Vibes, LLC. of any noticeable damages or conditions requiring repair or maintenance. Tenants 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 Tenants or their invitees, excluding normal wear and tear. Tenants further agree to reimburse Vacay Vibes, LLC for collection costs, if necessary, and reasonable attorney fees.

b. After Tenant's departure, and within 45 days following the conclusion of the tenancy, the Property is inspected and inventoried for damages and missing items, at which time assessed damages will be billed to Tenant.

c. Tenant is responsible for any intentional damage due to willful negligence of the leased Property, as well as any items missing from the leased Property after Tenant's departure. Tenant will be notified in writing, and Tenant agrees that charges related to intentional damage caused by willful negligence, or cost of replacement for missing items, can be processed on Tenant's credit card on file provided that Vacay Vibes, LLC. does not receive payment from Tenant within 10 days of notification.

## 6. CANCELLATIONS, TRANSFERS, AND FORFEITS:

a. **All cancellations made after booking are non-refundable.** In the event Tenant must cancel the reservation, Tenant should notify Vacay Vibes, LLC. as soon as possible. If Tenant elected to purchase trip insurance, the travel insurance company should be contacted with the claim. Vacay Vibes, LLC will make every effort to re-rent the Property for the original reservation dates. If the Property is re-rented for the total number of reservation nights at the same or higher rate, all monies paid by Tenant (less a \$300 administration fee plus applicable taxes, credit card processing fees, and trip insurance premium) will be returned to the Tenant within 30 days after re-booking. Please note that third party booking fees are usually not refundable. If the Property is re-rented for less than the total number of reservation nights, or for the total number of reservation nights but for a reduced rate, Vacay Vibes, LLC. will refund the monies recouped through re-booking (less a \$300 administration fee plus applicable taxes and trip insurance premium) within 45 days after re-booking. Failure to accurately list the guests names and ages and provide an accurate guest could at the time of booking will entitle the landlord to cancel the reservation and place the dates up for rebooking. **If after diligent effort, Vacay Vibes, LLC is unable to re-rent the Property, the full (or partial, if applicable) rental payment will be forfeited, including the trip insurance and any third party fees.**

b. If the balance is not received 60 days prior to the reservation check-in date, Vacay Vibes, LLC will treat the reservation as a cancellation and all monies paid by tenant's will be forfeited.

c. Tenant is making an agreement with Vacay Vibes, LLC. for an individually owned property. If Tenant is not satisfied with the Property upon arrival, Tenant cannot be moved to another property. If Tenant is disappointed or unsatisfied with the Property due to differences in taste according to decor, accommodations, location, construction, mountain road conditions, etc., and declines to stay at the Property, this will be considered a cancellation and no rent reduction nor refund will be issued. If Tenant has particular needs, such as a disability or severe medical condition, Vacay Vibes, LLC. will attempt to answer and address all concerns. Tenant agrees to hold harmless Vacay Vibes, LLC. for any inaccuracies.

d. Vacay Vibes, LLC. is not responsible for the weather or other acts of nature, and there will be no refunds for these occurrences. Travel insurance has been made available with your reservation. Insurance provides coverage for the loss of prepaid, non-refundable expenses due to certain unforeseeable circumstances that may jeopardize your vacation investment and force you to incur unplanned expenses. Trip Cancellation and Trip Interruption coverage is available for events such as a sickness or injury of yourself, family member or traveling companion; flight delays due to adverse weather; interruptions of road service; terrorist acts; and mandatory evacuations. Trip Inconvenience coverage is available if the resort is forced to close its primary attractions during your trip due to lack of snow or severe weather. The plan also includes other valuable in-trip coverages such as Medical and Dental, Sporting Equipment, Baggage, and Emergency Assistance and Transportation in addition to useful services such as identity theft, concierge and 24/7/365 emergency assistance. We strongly recommend you purchase this valuable protection. Additional terms and conditions apply; please read your Description of Coverage/Policy carefully and contact your insurance provider with questions. **We STRONGLY RECOMMEND** that you purchase **travel insurance** for your stay. Please visit **[www.insuremytrip.com](http://www.insuremytrip.com)** to shop and purchase plans.

g. Transfer of Property: In the event the Property Owner transfers Property, Vacay Vibes, LLC will promptly notify Tenant if Property is transferred. If the last day of the rental is 180 or more days after the recordation in the register of deeds of the deed conveying the Property, Tenant shall have no right to enforce the terms of this Agreement unless the new Property Owner has agreed in writing to honor those terms. Otherwise, a full refund less the cancellation fee will be paid to the Tenant within 30 days. In the event Tenant notifies Vacay Vibes, LLC that every attempt should be made to move the reservation to a comparable available property, Vacay Vibes, LLC will make reasonable efforts to do so. If Tenant transfers to another property, advance rental deposit will transfer to new property.

h. Except in the event of a mandatory evacuation issued by state or local authorities, if, at the time the Tenant is to begin occupancy of the Property, the Property Owner or Vacay Vibes, LLC cannot provide the Property in a fit and habitable condition or substitute a reasonably comparable property in such condition, the Property Owner and Vacay Vibes, LLC shall refund to Tenant all payments made by the Tenant.

## 7. OCCUPANCY:

The following are all violations under this Section and are considered material breaches that will result in cancellation of the reservation, double the applicable guest charges being assessed, rent forfeiture, and possibly (if occupied) immediate eviction of Tenants.

- a. Violations of Maximum Occupancy and/or misrepresentation of the number of guests and/or identity of guests and/or allowing access to the property of unregistered visitors. Maximum Occupancy refers to all persons over the age of one year old. Violations can cause property damage (for example, well and septic over-use) as well as violate local laws and regulations. Beds are not indicative of allowed occupancy necessarily but may provide options or extra bedding for the allowed occupancy. Tenant is required to obey Maximum Occupancy limits at all times.
- b. Youth, high school or college groups, weddings, receptions, parties, or meetings are strictly prohibited. Any actions including but not limited to renting of equipment, bouncy houses, professional musicians or DJ's, caterers, open bar, or more than the vehicle maximum of the property will constitute as evidence of the intention of the host such an event will result in immediate eviction and an event fee of \$1500.00
- c. Any group whose behavior creates a disruption or interferes with a neighbor's peaceful enjoyment of their property.
- d. Any use of the Property for illegal purposes, including groups that may be interested in allowing underage drinking.
- e. Evidence of excessive alcohol being brought on property. Excessive alcohol can be defined as, but is no limited to, kegs or catered open bar.
- f. The presence of firearms, pyrotechnics, unsupervised outdoor fires, any and all off-road vehicles, audible disturbances.
- g. Littering on the rental premises.
- h. Use of the Property by Tenant for a business purpose or in a manner designed to produce a monetary or financial profit, such as an event venue and shall constitute a charge of \$1500 for event/business use.
- i. Use or occupancy of the Property in a manner that is inconsistent with the material representations made by Tenant in the application process.
- j. More vehicles on property than the number allowed (4-6) shall result in the assumption you have violated either the maximum occupancy and/or misrepresented of the number of guests authorized within this rental agreement.
- k. Parking or driving on the grass anywhere on property will result in a \$200.00 charge to cover the cost of reseeding and repair of the lands.
- l. Failure to follow the garbage guidelines will result in a \$200.00 charge for hazardous waste clean-up.. Violation of the garbage guidelines can be defined as not placing all garbage in the approved receptacles, placing loose garbage in the approved receptacles or not securely fastening the approved receptacle located on property.
- m. Tenant acknowledges that the violations above can result in economic injury to Property Owner and/or Vacay Vibes, LLC and will result in legal action to recover damages to Property and Property marketability.

## **8. VACAY VIBES, LLC DUTIES/MECHANICAL FAILURES/REPAIRS/APPLIANCES:**

- a. Vacay Vibes, LLC. agrees to provide the Property to Tenant in a fit and habitable condition. If at any time of occupancy Vacay Vibes, LLC cannot provide Property in a fit and habitable condition, or reasonably cure the same or substitute a reasonably comparable property in such condition, Vacay Vibes, LLC, shall refund to Tenant payments made by Tenant.
- b. Vacay Vibes, LLC is not responsible, nor will refunds be issued, for mechanical failures of non-essential or luxury items. In the case where the Property sustains a failure of a system or amenity (at the time of or during the tenancy), including, but not limited to, water, sewer, septic, heating, electrical, mechanical, ventilating, structural systems, fireplaces, air conditioning, pool, hot tub, jetted tub, entertainment equipment, satellite/cable service, Internet or Internet access, or other facilities or major appliances, Vacay Vibes, LLC. shall promptly repair such system or amenity in a commercially reasonable manner and time upon receipt of written notification from Tenant that repairs are needed. Tenant agrees to permit Vacay Vibes, LLC or its service staff to have reasonable access to the Property to inspect and make such repair in a commercially reasonable manner and time. Neither Property Owner nor Vacay Vibes, LLC shall be liable to Tenant in damages, and no refunds will be given for such temporary failure or minor disruption of any utilities, provided Vacay Vibes, LLC is causing the system or amenity to be repaired in a commercially reasonable manner and time after having received written notification from Tenant that repairs are needed. Speed of service cannot be guaranteed due to the disbursement and remoteness of Vacay Vibes, LLC rental properties.
- c. Many Vacay Vibes, LLC rental properties include hot tubs and pools. Tenants 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. Absolutely no dogs or children are allowed in the hot tubs, and absolutely no dogs are allowed in pools. Vacay Vibes, LLC cannot be held responsible for hot tub and pool injuries or discomforts. Tenant acknowledges waiver of liability, including but not limited to, hot tub, whirlpool, sauna, outdoor/indoor pool, elevator, herein after called special feature, if so equipped. The Tenant understands that there are potential risks that the special features may present, dangers to persons using the special features for too long, or to persons intoxicated or using any kind of drugs or medication. Tenants of special attention, including but not limited to pregnant women, elderly, and disabled persons, should use heavy caution while using special features. The Tenant agrees to explain the risks of using the special feature to any guests at the unit and to be fully and solely responsible for any accidents that the guests may incur. The Tenant understands the risks discussed above and agrees to assume all responsibility for the consequences of those risks. Tenant agrees to waive any claim whatsoever against Vacay Vibes, LLC. and Property Owner for accidents or claims arising from use of special features. The Tenant agrees to indemnify Vacay Vibes, LLC for any claims made by Tenant's guests arising from Tenant's guest's use of the special feature. The Tenant also understands and agrees that the Tenant is responsible and liable and will pay Vacay Vibes, LLC upon request for any damages that occur to the special feature and its support equipment through misuse and/or negligence, for example but not limited to, damaging the hot tub cover and/or pool liner, or allowing the water level to become too low, not showering prior to use, or causing water overflow outside the unit.
- d. If the Property has a hot tub, the Tenant is responsible for sanitizing the hot tub after each use. This is accomplished by placing 2 Tablespoons of non-chlorine shock in the hot tub and turning on the jets (specific instructions are provided at the Property). If Tenant use results in the hot tub becoming excessively dirty, and the water in the hot tub requires purging, Tenant will be charged an excessive maintenance fee at a minimum charge of \$150 plus applicable taxes.
- e. If available, fireplaces are seasonal amenities and operate Labor Day through Memorial Day.
- f. Outdoor fires are only permitted in fire pits that are advertised as an amenity of the property. Guests are not permitted to make their own fire pits.
- g. Cell phone service is not guaranteed at rental properties.
- h. Construction or road noise near the Property is beyond the control of Vacay Vibes, LLC. If Tenant experiences construction noise at the Property, no refunds or relocation will be made.



i. If Property is listed for sale, Tenant agrees, with 24-hour notice, to allow access to Property for prospective buyers, inspectors, and appraisers.

j. In the event that rented premises becomes uninhabitable prior to rental period, or in the event of an error in reservation procedure or change in the ownership that precludes occupancy by Tenant, Vacay Vibes, LLC. reserves the right to put into effect appropriate corrective action without loss to Vacay Vibes, LLC. Liability to Vacay Vibes, LLC. /Property Owner is limited to rental monies paid by Tenant. Notification of such corrective action will be provided to Tenant at the earliest possible time.

k. If Vacay Vibes, LLC. becomes aware of any foreclosure proceedings, Vacay Vibes, LLC will notify Tenant. In the event of a monetary loss to Tenant, Tenant understands that their sole recourse is with the Owner of the Property. Tenant agrees that Vacay Vibes, LLC cannot be held responsible for funds lost due to a voluntary or involuntary transfer of property ownership.

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

Many Vacay Vibes, LLC rental properties 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 or inclement weather. Tenants can help conserve water by using as little water as possible, and by spreading showers/baths out between morning and night. Tenant should report any leaks or running toilets immediately.

### **10. ACCIDENTS:**

Tenant agrees to hold Vacay Vibes, LLC harmless for any accident or injury whatsoever that may occur on the Property during occupancy. Tenant must immediately report any accidents or injuries to Vacay Vibes, LLC

### **11. PETS:**

Violations under this Section will result in immediate charges plus applicable taxes, immediate removal of pet, cancellation of the reservation, rent forfeiture, and/or immediate eviction.

- a. Written approval from Vacay Vibes, LLC. is required for all pets prior to Tenant arrival at the Property.
- b. Absolutely no pets other than dogs, including but not limited to cats, are permitted at any time on the rental premises or inside the Property. For the purposes of this Agreement, the term "pet" is always used in reference to a dog.
  - c. For pet-friendly properties,
    - (1) Tenants will be required to sign the Vacay Vibes, LLC Pet Policies Addendum.
    - (2) There is a \$200 - \$300 (plus applicable taxes) non-refundable pet fee per pet unless otherwise noted. For stays longer than 7 days, a fee of \$25 - \$50 per night per pet shall apply in lieu of the flat rate pet fee.
    - (3) Any misrepresentation regarding number of pets will be charged accordingly plus a \$200 penalty per pet and, tenant and pet will be evicted if the number of pets exceeds the property maximum. Any misrepresentation as to the size, age, weight, or breed of the pet will require immediate removal of the pet from the rental property.
    - (4) Tenants 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 Tenant will be held financially responsible and the credit card on file will be charged for the amount of the repair/recovery.
    - (5) All pets are required to be leashed when outside, and no pet shall be tied outside the Property unless supervised by a responsible adult.
      - (6) All pets are required be secured in a crate if left unattended.
- d. Tenant agrees to hold Vacay Vibes, LLC. harmless for any pet injury or accident caused by their pet whatsoever that may occur on the Property during occupancy.

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

- a. Vacay Vibes, LLC will provide detailed directions and key information to access the reserved vacation rental. Internet mapping devices and navigation systems are NOT recommended for use in the Western NC Mountains. Information regarding check-in procedures, including directions and Property key instructions, is sent via email or booking site 3 days prior to arrival, or when the previous guest has departed. It is the responsibility of the Tenant to ensure receipt of directions prior to arrival. Directions should be printed in their entirety and used as a reference when driving to the Property. If Tenant forgets the directions, does not print them out in entirety, or is unable to locate the Vacay Vibes, LLC cannot be held responsible, and no rent reduction nor refund will be made.
- b. Access to some of Vacay Vibes, LLC rental properties may require driving on gravel roads or driveways, and paved roads or driveways can be difficult in inclement weather. North Carolina mountain roads may be steep and/or curvy. Tenant should adhere to any recommendation or requirement for use of a four-wheel-drive or all-wheel-drive vehicle when listed in a property description. It is highly recommended that the Tenant try to arrive during daylight hours for their first visit to the Property to become familiar with the area and roads.

## **13. PERSONAL ITEMS:**

Vacay Vibes, LLC. is NOT responsible for Tenants' personal belongings that are lost, stolen, or left behind. If the items are found and are able to be returned, a **Handling Fee of \$25** plus applicable taxes and shipping, will be charged to the Tenant.

## **14. CLEANING:**

- a. All Vacay Vibes, LLC rental properties are professionally cleaned before Tenant arrives and after Tenant leaves. Upon arrival, Tenant should notify Vacay Vibes, LLC immediately if the Property is not found in a suitable condition. Vacay Vibes, LLC. will make every effort to satisfy the Tenant's needs, though no refunds will be made. If Vacay Vibes, LLC has not heard from or received a phone call within 90 minutes of check-in, Vacay Vibes, LLC will assume Tenants are satisfied with the cleanliness of the home and no further action will be taken. If checking in after 10:00 p.m., Tenant should report cleanliness issues by 10:00 a.m. on the following morning by calling 828-407-0003 emailing [ashevillenightly@gmail.com](mailto:ashevillenightly@gmail.com)
- b. Tenant should leave all beds used during stay unmade upon departure. Any linens/towels found missing from Property will result in a replacement charge to the credit card on file. For multiple-week stays, light weekly housekeeping can be arranged during Tenant's stay at an extra cost.
- c. Tenants are responsible for cleaning and storing all dishes and utensils, and for placing all trash in the appropriate outside container. By signing this Agreement, the Tenant agrees to pay a secondary cleaning fee of up to \$200 plus applicable taxes if checkout procedures are not followed as posted in the Property and additional cleaning beyond regular and routine cleaning is necessary.

#### 15. CHECK-IN AND CHECKOUT PROCEDURES:

- a. **CHECK-IN IS AFTER 4:30 P.M.** Entering a property earlier than the stated 4:30 p.m. check-in time will result in the \$75 per hour, plus applicable taxes early check-in fee being assessed and charged to the credit card on file.
- b. **CHECKOUT IS BY 10:00 A.M.** If the Property is not vacated by 10:30 a.m., Vacay Vibes, LLC is authorized to enter the Property and remove Tenants' belongings from the Property at Tenant's expense. Additionally, a late checkout fee of \$100, per hour, plus applicable taxes will be assessed and charged to the credit card on file.
- c. **EARLY CHECK-IN AND LATE CHECKOUT:** Requests for early check-in or late checkout will be considered on a case-by-case basis. Tenant must contact Vacay Vibes, LLC. office no sooner than 72 hours in advance with requests for an early arrival or late departure and no later than 24 hours before arrival. Consideration is given based upon the Property's "status" immediately prior to, or following, Tenant's reservation. The fee is non-negotiable and will be charged to the credit card on file.

#### 16. LOST KEY:

If Tenant loses the Property key or is locked out of the Property, a \$75 plus applicable taxes fee will be charged to the credit card on file for all lost keys or if it is necessary for a staff member to meet Tenant at the Property.

#### 17. ALL PROPERTIES OFFER AN INITIAL SUPPLY OF THE FOLLOWING AMENITIES:

(including, but not limited to): linens and towels (2 bath towels and 1 wash cloth per Tenant, 1 hand towel per bathroom sink), dishwasher detergent (4 loads, when applicable) and dishwashing soap, sponge (or dish cloth), laundry detergent (4 loads, when applicable), soap and shampoo (1 set per bathroom sink, including 1 bar of soap or soap dispenser, 1 shampoo bottle per bathroom), paper towels (1 roll), toilet paper (2 rolls per bathroom), and garbage bags (4 kitchen bags). All properties provide fully equipped kitchens or kitchenettes, including regular coffee makers as well as some cooking utensils. Locked pantries and closets are reserved for the use of the Property Owner and are not accessible to Tenant. Rearranging furniture or removing any items from the Property is prohibited.

#### 18. MANDATORY EVACUATIONS:

If state or local authorities, acting pursuant to Article 1A of Chapter 166A of the General Statutes, order a mandatory evacuation of an area that includes the Property, Tenant, whether in possession of the Property or not, shall comply with the evacuation order. Upon compliance, Tenant shall be entitled from the Property Owner to a refund of the rent, taxes, and any other payments made by the Tenant pursuant to this Agreement as a condition of Tenant's right to occupy the Property prorated for each night that Tenant is unable to occupy the Property because of the mandatory evacuation ordered. Tenant shall not be entitled to a refund if: (a) prior to Tenant taking possession of the Property, Tenant refused insurance offered by the Property Owner or Vacay Vibes, LLC. that would have compensated Tenant for losses or damages resulting from loss of use of the Property due to a mandatory evacuation order; or (b) Tenant purchased insurance offered by Property Owner or Vacay Vibes, LLC. The insurance offered shall be provided by an insurance company duly authorized by the North Carolina Department of Insurance, and the cost of the insurance shall not exceed eight percent (8%) of the total amount charged for the rental to Tenant less the amount paid by Tenant for the Security Deposit.

**19. ADDITIONAL PROVISIONS/DISCLOSURES:**

- a. Vacay Vibes, LLC. makes every effort to provide accurate information about the Property. Every effort has been made to assure that the information on the website and communicated by office staff is correct; however, it is not guaranteed. The website will contain the most up-to-date information; however, Vacay Vibes, LLC, cannot be held responsible for changes made by Owners such as decor or bedding, or unintentional misrepresentation, and no refunds will be made for such. Vacay Vibes, LLC. shall not be liable for unintentional errors, omissions, or changes in the advertisement of bedrooms and occupancy. The information herein is believed to be accurate and timely, but no warranty as such is expressed or implied.
  
- b. The provisions of this Agreement are severable, and the unenforceability or invalidity of any provision of this Agreement shall not affect the remainder of the Agreement. The parties acknowledge that it is their intention that if any provision of this Agreement is determined by a court to be unenforceable or invalid as drafted, that provisions should be construed in a manner designed to effectuate the purpose of that provision to the greatest extent possible under applicable law. The parties hereby consent to the scope of such provision being judicially modified accordingly in any proceeding brought to enforce that provision.
  
- c. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions of the parties, whether oral or written, relating to the subject matter hereof. This Agreement may not be amended except in a writing signed by all parties.

**20. HONESTY:**

- a. Vacay Vibes, LLC. makes every effort to facilitate a wonderful stay for our guests. The scope of the duty of honest contractual performance is as follows: parties to a contract must not lie or otherwise knowingly mislead each other about matters directly linked to the performance of the contract. It is a simple requirement not to lie or mislead the other party about one's contractual performance. If Vacay Vibes, LLC feels that a guest is being dishonest about their intentions, number of guests, pets or identity of the primary renter, Vacay Vibes, LLC may cancel the reservation and place the tenant's dates up for re-booking.

**21. Communication:**

- a. Vacay Vibes, LLC requires

*It is the Tenant's responsibility to review the Agreement in its entirety.*

**Tenant acknowledges having read this Agreement before signing it, understands the meaning and legal effect of the terms of this Agreement, and believes that this Agreement is fair and reasonable. Tenant acknowledges receipt of a copy of this Agreement.**

**CARDHOLDER AGREEMENT: I have read, understand, and agree to the above terms and policies. I agree to pay the following charges according to my credit card agreement.**

Thank you for choosing Vacay Vibes, LLC.

TENANT and CARDHOLDER SIGNATURE:

{CFULL}

TENANT AND CARDHOLDER PRINTED NAME:

{ZCURDAT}

{CFULL}

- d. The parties hereby consent and agree that if a dispute arises about the terms of this Agreement and a lawsuit or any other legal proceeding is initiated, the State of North Carolina has jurisdiction, and venue is proper in the County of Buncombe.

**Pet Policies Addendum**  
**Vacay Vibes, LLC Vacation Rental Agreement**

1. Vacay Vibes, LLC only accepts well-behaved, housebroken dogs into our pet-friendly properties. Even though we love all pets, we regret that we are unable to allow any animals other than dogs in our rental properties. Absolutely no cats are permitted in Vacay Vibes, LLC rental properties. For the purposes of this Agreement, the term "pet" is always used in reference to a dog. **All properties allow a maximum of 1 pet, up to 45 lbs.**
2. Pet-friendly properties require an \$200 - \$300 plus applicable taxes non-refundable pet fee per pet unless otherwise noted stays over 7 days will be charged a \$25-\$50 per day rate per pet in lieu of the flat rate. **Any misrepresentation regarding the number of pets at the Property will be charged accordingly plus a \$200.00 fine, per pet.**
3. Pets are only permitted with prior approval—be sure to notify us if you are bringing a dog to one of our pet-friendly properties. If prior approval has not been authorized, and there is evidence of a pet having been at the Property, the penalty may include a \$200 plus applicable taxes charge, immediate removal of the pet, and eviction from the Property with the forfeiture of all rental payments. **Any misrepresentation as to the number, age, size, breed, or weight of the pet(s) will also result in a charge of \$200 plus applicable taxes, immediate removal of the pet, and eviction from the Property.**
4. In the interest of protecting your dog, a leash should always be used when your dog is outside. While North Carolina does not have a state leash law, please note that cities and counties may have stricter regulations. For example, the Buncombe County law (including the City of Asheville) states:  
  
*The city and county animal ordinances mandate that every person owning or having possession, charge, care, custody or control of any animal shall keep such animal exclusively upon his premises. However, such animal may be off such premises if it is under the physical control of a competent person and restrained by a chain, leash, harness or other means of physical control. Beginning October 15, 2007 any animal found running at large, in accordance with the ordinance definition, will be impounded. If an owner cannot be easily found the animal will be taken to the county animal shelter and will be micro-chipped, at the owner's expense, before being released to the owner.*
5. As a general rule, dogs should not be left unattended in properties. In an unfamiliar environment, dogs may act uncharacteristically and unpredictably. They may get nervous and bark, causing a disturbance to neighbors. Or they may harm the Property by chewing, scratching, or making messes that they would not typically make at home. For these reasons, please remember to be respectful of nearby neighbors and also to please use a crate in the rare event that a dog must be left alone in a rental. Pets are not allowed on any furnishings or linens.
6. For the safety of your dog, you should not leave Fido unattended outside the Property. It is best to always stay with your dog when outdoors and use a leash.
7. If you need veterinary services during regular business hours, please call our office and we will recommend (based on our own experiences with our four-legged family members) a veterinary hospital close to where you are staying. In the event of an emergency, contact:

Regional Emergency Animal Care Hospital (R.E.A.C.H.)

677 Brevard Road, Asheville, NC 28806

Mon – Fri: open 5 p.m.-7 a.m.; Sat – Sun and holidays: open 24 hours.

Please call before arrival: 828.665.4399

8. Legal Disclaimer: Any damages to the Property or another person because of a pet will be the sole responsibility of the registered Tenant. Vacay Vibes, LLC or Owner is not responsible for harm caused to any pet.

<p>TENANT AND CARDHOLDER SIGNATURE:</p> <p>TENANT AND CARDHOLDER PRINTED NAME:</p> <p>{CFULL}</p> <p>(If no pets, please type "N/A" in the pet information section)</p>	<p><b>Pet Name:</b> {BXPETNAME}</p> <p><b>Pet Weight:</b> {BXPETWEIGHT}</p> <p><b>Pet Type and Breed:</b> {BXPETBREED}</p> <p><b>Pet Age:</b> {BXPETAGE}</p> <p><b>Number of Pets:</b> {BNPET}</p> <p><b>Rabies Vaccination Date:</b> {BXPETDORV}</p>
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WAIVER OF LIABILITY AND HOLD HARMLESS  
AGREEMENT

In consideration for receiving permission to BE ON PREMISES of any Vacay Vibes, LLC rental property (hereinafter the “rental property or premises”), I, on behalf of myself and any minor child/children for whom I have the capacity to contract, hereby acknowledge and agree to the following:

1. I understand the hazards of the novel coronavirus (“COVID-19”) and am familiar with the Centers for Disease Control and Prevention (“CDC”) guidelines regarding COVID-19. I acknowledge and understand that that the circumstances regarding COVID-19 are changing from day to day and that, accordingly, the CDC guidelines are regularly modified and updated, and I accept full responsibility for familiarizing myself with the most recent updates.
2. Notwithstanding the risks associated with COVID-19 or general injury, which I readily acknowledge, I hereby willingly choose to travel and stay at a Rental Property.
3. I acknowledge and fully assume the risk of illness or death related to COVID-19 arising from my being on the premises of Rental Property and participating in travel and other activities and hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE (on behalf of myself, my guests, and any minor children from whom I have the capacity contract) Vacay Vibes, LLC their owners, officers, directors, agents, employees and assigns (the “RELEASEES”) from any liability related to COVID-19 which might occur as a result my being on the premises and participating in travel, lodging, dining, and other activities.
4. I shall indemnify, defend and hold harmless the RELEASEES from and against any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever (including, without limitation, attorneys’ fees, costs and disbursements, whether of in-house or outside counsel and whether or not an action is brought, on appeal or otherwise), arising from or out of, or relating to, directly or indirectly, the infection of COVID-19 or any other illness or
5. It is my express intent that this Waiver and Hold Harmless Agreement shall bind any assigns and representatives, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above-named RELEASEES. This

Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of North Carolina. **I HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY DISPUTE ARISING IN CONNECTION WITH THIS AGREEMENT. I ACKNOWLEDGE THAT THIS WAIVER WAS EXPRESSLY NEGOTIATED AND IS A MATERIAL INDUCEMENT THE PERMISSION GRANTED BY RELEASEES TO BE ON PREMISES AND PARTICIPATE IN THE RENTAL PROPERTY.**

**IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing**

**Wavier of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.**

IN WITNESS WHEREOF, I have signed this Waiver and Agreement under seal on this {ZCURDAT}

TENANT AND CARDHOLDER SIGNATURE:

PRINTED NAME: {CFULL}

\_\_\_\_\_

NAMES AND AGES OF GUESTS: - **REQUIRED**

1. \_\_\_\_\_

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