This Is a Vacation Rental Agreement under the North Carolina Vacation Rental Act (the "Act"), N.C.G.S. Chapter 42A. 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 (guests). Your electronic 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.

This Rental Agreement ("Agreement") is made and effective **signing date** ("Agreement Date") between **Homeowner Name/DBA** ("Owner") with phone: **Homeowner Phone Number**, and email ID: **Homeowner Email Address** and **Guest Name** ("Guest") regarding the property known as **Sweet Home Carolina** ("Rental Property") which is located at:

Property Address in Waynesville, NC

Owner manages this rental property directly, without a real estate broker. All rights and obligations of a Landlord under the Act apply to this Landlord (hereafter, Owner). Emergency and maintenance contact information is the same as the Owner contact information, above.

In consideration of the rent received and the mutual promises contained herein, Owner of the Rental Property does hereby lease and rent to Tenant (hereafter, Guest) such Rental Property under the following terms, conditions, definitions, rules, requirements, and stipulations:

1. Rental Property. The "Rental Property" includes the grounds, dwelling, furnishings, and other structures at the above identified address with the exception of the closet interior(s) of locked and inaccessible storage areas.
2. Rental Period. The "Rental Period" refers to the arrival date and time and departure date and time available to Guest as part of this Agreement. The Rental Period dates for this Agreement are from **Beginning Rental Date** to **Ending Rental Date**. This Agreement also applies to any other dates which may be included if the reservation is changed. Guest may not enter the Rental Property until the time of arrival documented in "Arriving:" time, specified in local Rental Property time, in the first section of this Agreement document or depart later than the "Departing:" time, specified in local Rental Property time, in the first section of this Agreement without Owner's prior approval. Guest shall be responsible for additional charges for early arrivals or late departures without prior Owner approval of Guest requests for early arrivals or late departure times. Given the need for Owner to effectively manage cleaning services and property maintenance scheduling, any requests for early arrivals must be made by 6 p.m. Rental Property local time, the evening prior to arrival day, and requests for late departures must be made by 5 p.m., Rental Property local time, the day prior to departure.
3. Rental Party. The terms and conditions in this Agreement applies to all members of the Guest's party no matter the age or affiliation. "Rental Party" means Guest plus adults and children – any individual under 18 years old – identified in number as the "Party Size:" in the first section of this Agreement document. No other adults or children are authorized to stay overnight on the Rental Property. Guest acknowledges that Guest is responsible for sharing this Agreement and its associated terms, conditions, definitions, rules, requirements, and stipulations with all members

of the Rental Party or Visitors. Visitors are restricted per definition and stipulations in Paragraphs 4 and Paragraphs 5 of this Agreement.

4. Visitor. A "Visitor" is an occupant of the Rental Property who is not staying overnight.
5. Maximum Occupancy. In no event shall the Rental Property be occupied by a total combination of the Rental Party and Visitors of more persons than identified as the "Capacity:" in the first section, above, of this Agreement. Explicit, prior written approval by the Owner will be required to exceed this Capacity. No Visitor will be allowed access to the Rental Property when the Guest is not on the Rental Property. Guest's breach of any duty contained in this Paragraph may, at the sole discretion of the Owner, be considered material and shall result in the termination of Guest and Rental Party occupancy with no refund of any kind.
6. Groups and Assignment. No fraternities, sororities, school, civic, or other non-family groups are allowed unless Owner grants prior approval in writing. In no event shall Guests 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.*** Guests hereby acknowledge and grant specific permission to Owner to enter premises at any time for inspection purposes should Owner reasonably believe Guests are causing or have caused any damage to Rental Property or Rental Party may be violating or have violated any rules and requirements as identified in Paragraph 7. Guest further agrees to grant Owner access to Rental Property for purposes of maintenance and repair. If listed "For Sale", Guest agrees to grant access by scheduled appointment upon reasonable notification.
7. Rules and Requirements. Guest agrees to abide by all Rental Property rules and requirements contained herein and posted at the Rental Property. Guest obligations include, but are not limited to, keeping the Rental Property as clean and safe as conditions permit and causing no unsafe or unsanitary conditions at the Rental Property. Guest agrees not to use the Rental Property for any commercial activities or purpose that violates any criminal law or governmental regulation or governmental ordinance. Guest's breach of any duty contained in this Paragraph shall be considered material and shall result in the termination of Guest occupancy with no refund of any kind.

   Specific key House Rules and Requirements, also specified in the In-House Guest Notebook, are identified below:

   A. No Smoking. No pets allowed. No events, parties or large gatherings.
   B. Fire Pit Usage Rules:
      i. Do not occupy the Fire Pit Area if potential wind gusts over 9 mph.
      ii. Do not start fires if area burn bans are active. Reference www.ReadyHaywood.com for local government burn ban status.
      iii. An adult, over 18 years old, must always supervise any fire.
      iv. Ensure the fire is dowsed with water and completely out when done. (Buckets available in the garage.)
   C. Propane Gas Grill Usage Rules:
      i. Always turn the gas off at the propane tank when done using this grill.
      ii. After the cooking grate is cool, please clean with provided grill brush.
   D. Follow property check-in and departure date and time requirements as identified in the initial booking confirmation or as separately agreed to, in writing, by Owner.
   E. Follow the 'Checking Out and Departure Checklist' as identified in the In-house Guest Notebook, with specific attention to these items:
      i. Sign out of all personal streaming channels, except YouTube-TV, that is provided by the Owner.
      ii. Return TV remotes to their original locations.
      iii. Empty and clean the coffee maker, removing any used filters.

iv. Discard toiletries and any prepared or opened food items.
v. Bag all trash and recyclables, tying all bags and placing in the garage trash cans or recycling bin.
vi. Start a load of used bath towels in the washing machine. Load and start the dishwasher. Please don't leave any dirty utensils or dishes.
vii. Close and lock all windows and doors.

8. Termination. In the event Guest wishes to terminate this Agreement, Travel Insurance fees are non-refundable. The reservation cancellation and refund policy is as follows:

Cancelation and Refund Policy as Identified in the Booking/Listing

If a reservation cancelation is requested, Guest must use the online booking platform originally utilized for the reservation to request the cancelation. If directly booked with the Rental Property Owner any cancelation request must be in writing via email or text message to the rental property Owner. If Owner cancels this Agreement for any reason other than Guest's breach, Owner will refund all payments made by Guest.

9. Payments. A payment of **Initial Payment Amount** is taken by Owner at the time of the booking. Any remaining balance must be paid **Days Prior to Arrival Indicated At Booking** days prior to the arrival date, or this Agreement may be cancelled at the sole option of the Owner. An automatic credit card payment for the remaining balance will be scheduled by the Owner to be made **Days Prior to Arrival Indicated At Booking** days prior to the arrival date. Rent, North Carolina state and local sales tax, Haywood County occupational tax, and a cleaning fee are included in these payments. Depending on the online booking source, these payments may also include an administrative fee identified at time of booking. The emailed payment receipt to the guest at time of payment separately identifies each of these specific payment types and the remaining balance, if any. The credit card of the first payment is used for the remaining balance if a credit card was provided. If the automatic payment fails for any reason, it is the responsibility of the Guest to make sure that the remaining balance is promptly paid in full or the reservation will be canceled with no refund of payments made. All policies contained in this Agreement shall apply equally to payments made by credit card or cashier's check and whether made via website or any other means. Any refunds due to Guest from a credit card payment will be refunded by credit card transaction; all other refunds will be made by Venmo or check, USPS postmarked within 30 days. Owner is not responsible for delivery by USPS of any USPS mailed items.

10. Security Deposit. A security deposit is required and will be automatically reserved for the booking. The automatic reserve is conducted by putting a hold or charge on the Guest's credit card for the amount of **Amount of Security Deposit Identified At Booking** exactly **Days Prior Defined at Booking** day(s) prior to the arrival date. The credit card of the last successful payment will be used. If there are no successful credit card payments, it is the responsibility of the Guest to deliver a **Amount of Security Deposit** cashier's check to the Owner to satisfy the Security Deposit requirement at least **Five** day(s) prior to scheduled rental stay arrival. If, at the end of the Rental Period, the Rental Property is returned undamaged beyond normal wear and tear, the Security Deposit will be released in full within **Four** days. This Agreement does not provide for, and Owner will not claim, automatic forfeiture of all or part of the security deposit. In the event of any damages, Owner will provide Guest with an accounting of actual expenses incurred or a detailed estimation of expenses should actual repair or restoration costs not be immediately available. Actual and/or estimated expenses shall then be deducted from the Security Deposit. Guest will be notified by guest's booking email of the full release and refund of the security deposit or any retention of any part of the security deposit as identified.

11. Damages. Should any damages or Owner estimated damages exceed the amount of the Security Deposit, Guest agrees to pay the balance within **Days Specified at Time of Booking** business days after receiving notification. An electronic email 'delivery receipt' returned to Owner's 'Gos-WNC-Rentals@' email prefix inbox from Guest's reservation email ID, with email content requesting payment of actual or estimated damage restoration cost(s) and any related fees, will establish effective notification to Guest of damages. Deductions from Security Deposit and charges for damages may include, but are not limited to: excess cleaning fee(s), trash removal fee(s), missing item replacement cost(s), damaged item replacement or repair cost(s), repair cost(s) of dwellings, repair cost(s) of structures, repair cost(s) of grounds, or all other fees related to any damages resulting from Guest rental stay. The fee for a missing TV remote will be $45, per remote, to cover cost of the actual remote and the cost of third-party support provider(s) to deliver and program the new TV remote device. Owner is under no obligation to use the least expensive means of review, estimation, repair, restoration, or replacement.
12. Credit Card Statements. Regular payments and security deposits for the booking will be displayed as **Gos-WNC-Rentals** on the Guest's credit card statement.
13. Travel Insurance. Third-party travel insurance is offered during rental property booking. Travel insurance is optional and not required. Guest is encouraged to consider insurance covering cancellation, interruption, and/or weather-related loss. Insurance is the Guest's remedy for losses from covered events, but it does not limit any right to a refund that Guest has under the Act.
14. Pets. Guest must obtain prior permission in writing from the owner – via email, text message, or online booking platform message – to have pets on the Rental Property. If written permission is not given by the Owner, any pet(s) found on the Rental Property will be grounds for expedited eviction and forfeiture of all monies paid.
15. Children. Guests must inform the Owner of their intention to bring children and the specific number. A child is defined as any person under the age of 18.
16. Appliances and Furnishings. No refunds will be provided due to inoperable appliances or furnishings. The Owner will make every reasonable effort to assure that such appliances and furnishings will be and remain in good working order. No refunds will be given due to power blackouts, water shortage, flooding, snow, ice, construction at adjacent properties, or mandatory evacuations of the area by county officials due to hurricanes or other potentially dangerous situations arising from acts of nature.
17. Lost and Found. Owner is under no obligation to return any Lost and Found items though Owner will make reasonable efforts to do so if items are identified by Guest, all items will fit into a single letter size USPS padded envelope or medium sized USPS flat rate box or smaller, and return is requested by Guest. Owner makes no guarantees of delivery and is not responsible for shipping errors, shipping damage, or theft during the shipping process. Guest is responsible for all packaging and shipping costs for any Lost and Found items. Lost and Found Items not identified by Guest within 30 days of departure will be disposed of. Requested shipping of any Lost and Found items may take many weeks or months based on Owner's schedule.
18. Towels and Linens. Guest is responsible for all lost or damaged linens and lost or damaged towels at the cost of one and one-quarter (1 & 1/4) times the Owner estimated new replacement cost of lost or damaged linens or towels.
19. Cleaning, Trash, and Recyclables. A cleaning fee has been charged to the Guest as part of this Rental Property reservation. In addition to cleaning at the end of the Rental Period, the Rental Property Cleaning team will remove, at the conclusion of the Rental Period, separately bagged trash and separately bagged recyclables placed in the two garage Trash Cans and the single garage Recyclables bin. No more than six(6) total trash and/or recyclables bags are

allowed. Local and 'free of charge' City of Waynesville trash and recyclables convenience centers – as identified in the In-house Guest Notebook – are located nearby and throughout much of Waynesville for disposal of any bagged trash and recyclables. If Excess Refuse (i.e., trash and/or recyclables exceeding six(6) bags) is left on the Rental Property an additional charge of $95, necessary to cover expenses for trash removal contractors to remove this Excess Refuse, will be deducted from the security deposit or otherwise charged to the Guest. Interim cleaning and trash removal services are not included in the cleaning fee or rental rate but may be available from an Owner authorized third-party cleaning service if requests for this service are made with at least 36 hours advanced notice to the Owner.

20. Availability of Rental Property. In the event Owner is unable to make Rental Property available for any reason other than described above, Guest agrees that Owner's sole liability as a result of this unavailability is to provide a full refund of all monies paid under this Agreement. This refund will be submitted to the Guest via the original Guest method of payment within three (3) business days. Guest expressly acknowledges that in no event shall Owner be held liable for any consequential or special damages which result from this unavailability.

21. Sale or Transfer of Property. If Owner sells or otherwise transfers the Property while this Agreement is in effect, Owner will follow North Carolina Vacation Rental Act G.S. 42A-19, including disclosing this Agreement to the buyer and transferring any funds held for Guest. Guest's rights under this Agreement and the Act will continue as provided by that section.

22. Weather, Evacuations, and Emergencies. If a government authority orders a mandatory evacuation or restricts access to the area where the Property is located, affecting all or part of the rental period. a pro-rata refund of the Guest's monies will be provided. Guest must follow all evacuation orders and safety instructions. Owner may require Guest to leave if staying would endanger anyone's safety. Owner is not liable for the temporary loss of utilities, internet, television, appliances, or amenities if Owner makes reasonable efforts to restore them.

23. Indemnifying Owner – Rental Property Usage. Guest hereby voluntarily agrees to release, waive, discharge, hold harmless, defend and fully indemnify Owner and any and all agents, employees, or contractors from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise from any cause whatsoever including, but not limited to, injury sustained as a result of use of outdoor gas grill, outdoor furniture, outdoor umbrellas, outdoor deck, stone patio, fire pit, fireplace, front steps, deck steps, patio steps, garage steps, bathroom floors, shower floors, hardwood floors, garage floors, furniture, appliances, wall furnishings, doors, windows, tree and limb covered Rental Property grounds, outdoor hillside(s), yard, etc. whether caused by the negligence of the Rental Party, the negligence of Visitors, the negligence of Owner, the negligence of others, accidents, breaches of contract, the forces of nature or other causes foreseeable or unforeseeable. Guest further assumes full responsibility for the actions of any and all persons whom Guest may allow to enter the Rental Property and indemnifies Owner from any and all claims arising from such other persons.

24. Indemnifying Owner - Recreational Activities. Rental Property may offer access to recreational activities including, but not limited to, bicycling, hiking, climbing, walking, sunbathing, and jogging. Guest fully understands and acknowledges that outdoor activities have inherent risks, dangers, and hazards. Participation in such activities and/or use of any equipment may result in injury or illness including, but not limited to, bodily injury, disease, strains, fractures, partial and/or total paralysis, death, or other ailments that could cause serious disability. Guest hereby voluntarily agrees to release, waive, discharge, hold harmless, defend and fully indemnify Owner and any and all agents, employees, or contractors from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise from any activities due to any cause whatsoever including whether caused by the negligence of the participants, the negligence of the Rental Party, the negligence of Visitors, the negligence of

Owner, the negligence of others, accidents, breaches of contract, the forces of nature or other causes foreseeable or unforeseeable. Guest further assumes full responsibility for the actions of any and all persons whom Guest may allow to enter the Rental Property and indemnifies Owner from any and all claims arising from such other persons.

25. Rental Party Personal Property. Owner is not responsible for loss of personal belongings or valuables belonging to any member of the Rental Party or any Visitors.

26. Breach. Owner may terminate this Agreement upon the breach of any of the terms and conditions hereof by Guest. Guest shall not be entitled to the return of any rental monies paid under the terms of this Agreement and shall vacate the Rental Property immediately.

27. Default, Termination, and Expedited Eviction.

    A. Default. Guest is in default if Guest fails to make a required payment, exceeds the occupancy limit, breaches a material term of this Agreement or the House Rules, damages the Property, engages in illegal conduct, obtained possession by fraud or misrepresentation, or holds over after the rental period.

    B. Expedited Eviction. Article 4 of the Act provides expedited eviction procedures for vacation rentals. If Guest defaults or commits an act that is grounds for eviction under the Act, Owner may end the tenancy and bring an expedited eviction action as permitted by the Act, including, where the Act allows, after giving Guest the notice to vacate that it requires. Owner will follow the notice and procedural requirements of Article 4.

    C. Effect of Termination. If Owner terminates the tenancy because of Guest's breach and the Act allows it, rent already paid or due for the period of the tenancy is not refundable except as the Act requires. Guest remains responsible for actual damages. Owner will account for the security deposit under Paragraph 10.

28. Governing Law and Enforcement. Agreement shall be enforced under the laws of North Carolina in which the Rental Property is located, including any applicable rental acts of that state. In the event of a dispute, legal action may only be instituted in the county in which the Rental Property is located.

29. Amendments. This Agreement may be amended or modified only by a written agreement signed by both Owner and Guest.

30. Severability. If any provisions of this Rental Agreement are held to be invalid or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid and enforceable as though the invalid or unenforceable provisions had not been included in this Agreement.

31. Acceptance. Guest's signature, payment of money after receiving this Agreement, or taking possession of the Property after receiving this Agreement is evidence of Guest's acceptance of it.

32. Notices. Notices may be given by email or text message to the contact information at the top of this Agreement. Either party may update its contact information by notice to the other.

33. Copy of the Act. Guest acknowledges receiving this link to the North Carolina Vacation Rental Act (the Act) at:

    https://www.ncleg.gov/EnactedLegislation/Statutes/HTML/ByChapter/Chapter_42A.html

    and has had a chance to read this Agreement and ask questions.

34. Entire Agreement. This Agreement represents the entire understanding and agreement between the Owner and Guest with respect to the subject matter of this Agreement and supersedes all other negotiations, understandings, and representations (if any) made by and between Owner and Guest.

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained, Guest has read and agreed to the following:

I understand the terms, conditions, definitions, rules, requirements, North Carolina Vacation Rental Act notice at the top of page 1, and stipulations upon which I am agreeing to rent accommodations, grounds, appliances, equipment, and furnishings as part of the rental of this Rental Property during the agreed upon Rental Period. I acknowledge and accept that the sole responsibility for safety lies with myself and Rental Party participants and any authorized Visitors, with Visitors being defined and limitations as stipulated in Paragraphs 4 and 5. In agreeing to this, I acknowledge that outdoor activities and exposure to the natural elements and animals can be dangerous and sometimes result in injury and even death. Steps, stone patios, porches, wet grounds and decks can be slippery, animals and insects can threaten and infect or injure, exposure to the elements can cause hypothermia, gas grill, fire pit and fireplace usage can result in burns and smoke inhalation, exposure to sun can cause sunburns, etc. I understand there are also other risks inherent in participating in any outdoor activities. I know that alcohol and/or drugs do not mix safely with any activity.

I am over the age of **twenty-five** and assume responsibility for all persons in the Rental Party and all Visitors including those under the age of **twenty-five**. I hereby assume all legal responsibility for bodily injury to me, any member of the Rental Party, or any Visitors accessing the Rental Property.

I will abide by and accept all terms, conditions, definitions, rules, requirements, and stipulations in Paragraphs 1 through 34 of this Agreement. Further, I agree to:

- return the Rental Property in the same condition in which it was before I entered the Rental Property.
- be responsible for all damages and losses that occur during the Rental Period.
- the receipt of the Rental Property in good order and condition (if found otherwise upon my Rental Property arrival I will contact Owner within one (1) hour of arrival) and further agree the Owner of the Rental Property shall NOT be liable for consequential damages of any kind or nature from whatever cause arising whether Rental Property, equipment, furnishings, or appliances are loaned or rented.
- enter into this Agreement freely with the Owner of the Rental Property at my own risk, acknowledging the risks inherent in indoor and outdoor activities and assume any and all responsibility for any members of the Rental Party or Visitors to this Rental Property.