

2008 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.

Tenant:		Property:	
Address:		Check In Day @ pm	
City, State, Zip		Check Out Day @ am	
Home Phone:		Reservation/Damage Fee	
Cell Phone:		Rental Fee	
Email:		Cleaning Fee	
Additional Guests:		Pet Fee (if applicable)	
		Misc./Special Services (if applicable)	
		Sub Total:	
		9.75% NC & Macon Cty Tax	
		Total Rental Fees	
		Advance Rent Payment (Reservation Fee + 50% Rent + Tax)	

In consideration of the monies recited and the mutual obligations contained herein, the Owner does hereby lease and rent to Tenant that certain Property described above, under the following terms and conditions. Owner signs this agreement without respect to race, color, religion, sex, national origin, handicap, or familial status of any tenant.

1. **Reservation and Payment Requirements:** TENANT SHALL READ, SIGN AND RETURN THE FOLLOWING DOCUMENTS TO OWNER WITHIN 3 DAYS OF RECEIPT:
 - A. SIGNED VACATION RENTAL AGREEMENT
 - B. SIGNED TENANT RENTAL RULES & GENERAL INFORMATION
 - C. COPY OF DRIVERS LICENSE
 - D. CREDIT CARD AUTHORIZATION FORM.

UPON RECEIPT, OWNER WILL CHARGE AUTHORIZED CREDIT CARD FOR PAYMENT OF THE REFUNDABLE RESERVATION/DAMAGE DEPOSIT & ADVANCE RENT. THE ADVANCE RENT PAYMENT SHALL BE ONE-HALF (1/2) OF THE TOTAL RENTAL RATE + PET & MISC. DEPOSIT (IF APPLICABLE), AND NC TAXES.

BALANCE OF RENT AND CHARGES SHALL BE CHARGED TO YOUR CREDIT CARD AUTOMATICALLY THIRTY (30) DAYS PRIOR TO YOUR ARRIVAL DATE.

UNLESS THE AGREEMENT AND ALL REQUIRED PAYMENTS ARE RECEIVED BY OWNER WHEN DUE THE RESERVATION MAY BE CANCELLED WITHOUT FURTHER NOTICE AND SUBJECT TO THE TERMS OF PARAGRAPH 7. OWNER WILL MAIL TRAVEL AND ACCESS DIRECTIONS ONCE OWNER RECEIVES FULL PAYMENT OF RESERVATION. *Should the reservation take place within thirty (30) days of the arrival date, the Reservation/Damage Deposit +100% of the Rent Payments, Cleaning Fees, Misc. Deposits, and NC Taxes will be charged at the time of the reservation.*

2. **Payment Methods:** We accept payment by credit card only. Refer to Paragraph 6 for more information. Credit Card payments are processed through Paymentech LLC (JP Morgan Chase Bank, NA) and Cobblestone Capital LLC will be noted on your credit card statement.
3. **Reservation/Damage Deposit:** A damage/reservation deposit of \$500 is required. This must be received via credit card at the time of booking the reservation. This deposit is subject to NC Sales & Use Tax. The deposit automatically converts to a security/damage deposit upon arrival. The deposit is NOT applied toward rent. The deposit may be used by the Owner for actual property damage, long distance phone calls, cable TV charges, or other expenses caused by Tenant and allowed by NCGS 42-51. If the following provisions are met, this deposit and NC Tax will be accounted for and refunded (less allowable deductions) within 45 days of your departure:
 - a. No damage is done to the home or its contents
 - b. No linens, household items or décor are missing or damaged, no furniture has been rearranged.
 - c. Property has not been smoked in.
 - d. No unauthorized pets have been permitted.
 - e. All keys are left on the kitchen counter and front door is set in the locked position.
 - f. All walking sticks, picnic baskets, coolers, portable chairs provided are not damaged or missing.
 - g. No excessive cleaning is required. All soiled dishes are placed in the dishwasher and cleaned, all dirty towels are placed in the provided laundry baskets, and any excess trash has been removed per the enclosed Rules.

Tenant is expected to care for the property as if it were their own. Tenant is notified that the North Carolina "Vacation Rental Act" provides certain obligations of the Tenant regarding care and use of the property and Tenant agrees to be bound and responsible for the provisions contained therein. Tenant acknowledges that unless Owner is notified on the day of check-in of any damage or concerns, then thereafter, all damages during the occupancy will be Tenants responsibility and must be reported to Owner and paid prior to departure. Tenant gives Owner the unequivocal right to determine the condition of the property after Tenant has vacated. Owner will have the unequivocal right to determine whether moneys shall be deducted from the Security Deposit for damage or loss or whether the Security Deposit shall be refunded in full to Tenant. Tenant promises to reimburse Owner for all damages to Owner's property caused by Tenant or his guests and not covered by security deposit. Tenant shall also be responsible to Owner for attorney fees and other costs necessary to collect for such damages as allowed by law.

4. **Cleaning Fee/Maid Service:** This amount is shown on Page 1. Linens and bath towels are included in this fee for one week and less rental periods. Rentals longer than one week will be discussed and arrangements made for required services at an additional rate. No daily maid service is included but may be arranged at an additional rate. If you use an excess of towels, please wash them during your stay
5. **Taxes:** North Carolina has a Sales Tax of 6.75% and Macon County has an Occupancy Tax of 3% that is required on all rentals and fees for a total Tax of 9.75%. **THESE TAXES ARE SUBJECT TO CHANGE.**

6. **Trust Deposits:** ALL PAYMENTS MADE BY TENANT WILL BE DEPOSITED IN AN INTEREST BEARING TRUST ACCOUNT AT SUNTRUST BANK, SYLVA, NC 28779; WITH ALL INTEREST FROM SAID TRUST ACCOUNT ACCRUING TO OWNER. Credit card payments are processed by insured third parties (Paymentech, LLC, JP Morgan Chase Bank, N.A.) who shall make commercially reasonable efforts to make ACH transfers to Owners designated North Carolina above account within two (2) business days. An amount not to exceed 50% of the total rental rate may be disbursed to the Owner prior to occupancy. Fees owed to third parties to pay for goods, services or benefits procured for the benefit of the Tenant, may be disbursed prior to occupancy. All other funds remaining in the trust account will not be disbursed until: a) commencement of the tenancy; b) a material breach by the Tenant; c) the money is refunded to the Tenant; or d) the termination of the Owner's interest in the Property.
7. **Cancellations:** All cancellation or transfer requests by Tenant must be in writing. If no writing is received and Tenant does not arrive during the rental period the reservation will be considered to have been cancelled.
 - a. Cancellations that are made more than sixty (60) days prior to the arrival date are subject to a 5% Cancellation Fee or \$100.00 whichever is greater, and all deposits will be returned.
 - b. Cancellations or changes that result in a shortened stay made within sixty (60) days of arrival will forfeit the full amount of the Advance Payment.
 - c. Cancellations or changes made within thirty (30) days of arrival will forfeit full Rent payment.
 - d. No credit will be given for shortened stays due to late arrival or early departure for any reason.
 - e. No cancellations due to weather, illness, or death in the family will be permitted and will forfeit full payment.
 - f. You may choose to purchase travel insurance separately. If you wish to purchase travel insurance an option is www.InsureMyTrip.com for details and to purchase.
 - g. If Tenant fails to pay any rent when due or if Tenant otherwise defaults in the performance of Tenant's obligations, Owner may recover from Tenant any special damages suffered by Owner as a result of Tenant's Default. These remedies are not in limitation of any other remedies allowed by law.
8. **Pets:** Unless otherwise authorized, pets are strictly forbidden. Tenants bringing pets not previously approved will be denied occupancy or subject to eviction without refund. Owner may allow pet on a case by case basis and only one (1) dog will be permitted unless prior approval is granted. Cats and other animals are never allowed. If we approve your pet, a non-refundable fee of \$25.00 plus tax per day is charged for cleaning and extermination. Tenant must clean property of all pet excretions immediately. Tenants must abide by all applicable municipal pet ordinances and no representations are made by Owner concerning them.
9. **Maximum Occupancy:** Tenant should not permit the property to be occupied beyond maximum occupancy. North Carolina environmental health regulations indicate that generally the maximum occupancy for a residential dwelling is two people per bedroom. Violation of this prohibition will result in eviction and forfeiture of all monies paid. The hosting of parties in the home, on decks, or anywhere else on the property beyond the maximum occupancy is a violation of this lease. Bedding described in Owners brochure and website are provided to accommodate particular sleeping arrangements but should not be construed as allowing occupancy in excess of the maximum allowed by law. No RV's or Campers may be parked on the Property for the purpose of extra sleeping capacity.
10. **All Rentals are to Responsible Adults and Families Only.** Groups are not allowed to rent properties unless they receive prior written authorization from Owner. We will not rent to vacationing students or

singles under 25 years of age unless accompanied by an adult guardian or parent. No sororities, fraternities, students, graduation groups, wedding groups, chaperoned groups, or un-chaperoned groups are allowed without prior authorization. If a group misrepresents itself to be a qualified Tenant and reserves the property, there will have been a material breach and possibly a violation of criminal law. Tenant shall not sublet any portion of the property during its occupancy. Tenant agrees that the premises shall not be used for any illegal or unlawful purpose. Owner reserves the right to refuse occupancy or have the Property vacated without refunding any amounts previously paid. Tenant is invited to consult prior to signing this Agreement to assure that it has authorization for any group other than Tenant.

11. **Other Owner and Tenant Duties:** Pursuant to the Vacation Rental Act Owner shall: 1. Comply with all current applicable building and housing codes. 2. Make all repairs and do whatever is reasonably necessary to put and keep the property in a fit and habitable condition. 3. Keep all common areas of the property in safe condition. 4. Maintain in good and safe working order and reasonable and promptly repair all electrical, plumbing, sanitary, heating, ventilation, and other facilities and major appliances supplied by him or her upon written notification from the Tenant that the repairs are needed. 5. Provide operable smoke detectors. The Owner shall replace or repair the smoke detectors if the Owner is notified by the Tenant in writing that replacement or repair is needed. The Owner shall annually place new batteries in a battery operated smoke detector. The Tenant shall: 1. Keep that part of the property he or she occupies and uses as clean and safe as the conditions of the property permit and cause no unsafe or unsanitary conditions in the common areas and remainder of the property. 2. Dispose of all ashes, rubbish, garbage, and other waste in a clean and safe manner. 3. Keep all plumbing fixtures in the property or used by the Tenant as clean as their condition permits. 4. Not deliberately or negligently destroy, deface, damage, or remove any part of the property or render inoperable the smoke detector provided by the Owner, or knowingly permit any person to do so. 5. Comply with all obligations imposed upon the Tenant by current applicable building and housing codes. 6. Be responsible for all damage, defacement, or removal of any of the property inside the property that is in his or her exclusive control unless the damage, defacement, or removal was due to ordinary wear and tear, acts of the Owner, defective products, acts of third parties not invitees of the Tenant, or natural forces. 7. Notify the Owner of the need for replacement or repair to a smoke detector. Tenant agrees not to use Property for any activity or purpose that violates any criminal law or governmental regulation. Tenant's breach of any duty contained in the paragraph shall be considered material, and shall result in the termination of Tenant's tenancy.
12. **Other Refunds:** There will be no refunds unless at the time the Tenant is to begin occupancy the property is unfit and uninhabitable and no substitute can be found. The malfunction of air conditioning, kitchen appliances, electrical equipment, or plumbing will not automatically render the property unfit and uninhabitable. Utilities are beyond Owner's control and their failure will not be grounds for a refund. No Amenities are guaranteed. The malfunction of amenities including but not limited to TVs, VCRs, DVDs, computer equipment, telephone service, and internet service will not entitle Tenant to a refund. Every effort will be made to ensure repairs are made and that all equipment is kept in working order. Please report any inoperative equipment to Owner promptly. Owner's representatives may enter Property during reasonable hours to perform maintenance. No refunds shall be granted due to acts of nature, delay in check-in, early departure, surrounding construction, or noise.
13. **Storm Policy, Weather/Evacuations:** There will be no refunds due to inclement weather including tornadoes and hurricanes. If state or local authorities order a mandatory evacuation of an area that includes the residential property subject to this vacation rental, the Tenant shall comply with the evacuation order. Upon compliance, any trip insurance the Tenant may have purchased shall be the sole

compensation to the Tenant for losses resulting from the evacuation. The Tenant will not be otherwise entitled to a refund.

14. **Water and Septic:** The property is on a community well and has a septic system. The well water is drinkable water. The septic system will clog if improper material is flushed. Do not flush anything other than toilet paper (i.e. feminine products). If it is found that products other than toilet paper have been flushed and the septic system clogs, you could be charged damages.
15. **For Sale:** The property is for sale and therefore the Owner reserves the right to show the property for sale during the term of the Rental Agreement. Showing of the property is by appointment only. Owner and/or Owner's Agent will attempt to coordinate with Tenant, in Advance, any showing of the property to a potential purchaser. (Property co-Owner, T. Neal Pringle, Jr. is a licensed real estate Broker in the State of North Carolina).
16. **Transfer of Property:** (a) If the Owner voluntarily sells/transfers the Property, Tenant has the right to enforce the Agreement against the grantee of the Property if Tenant's occupancy under this Agreement is to end 180 days or less after the grantee's interest in the Property is recorded. 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 grantee agrees in writing to honor this agreement. If the grantee 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). Within 20 days after transfer of the Property, the grantee or the grantee's agent is required to: (i) notify Tenant in writing of the transfer of the Property, the grantee's name and address, and the date the grantee's interest was recorded; and (ii) 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. (b) Upon termination of the Owner's interest in the Property, whether by sale, agreement, death, appointment of a receiver, or otherwise, the Owner, Owner's Agent, or real estate Agent is required to transfer all advance rent paid by Tenant (and other fees owed to third parties not already lawfully disbursed) to the Owner's successor-in-interest within 30 days, and notify Tenant by mail of such transfer and of the transferee's name and address. However, if Tenant's occupancy under this agreement is to end more than 180 days after recordation of the interest of the Owner's successor-in-interest in the Property, and the successor-in-interest has not agreed to honor this agreement all advance rent paid by Tenant (and other fees owed to third parties not already lawfully disbursed) must be transferred to Tenant within 30 days.
17. **Other Non-availability of Property:** In the event that the Owner is unable to deliver the Property to Tenant at check-in because of fire, eminent domain, act of nature, double booking, delay in construction or any other reason whatsoever except as specified in Paragraph 15 above, Tenant's sole remedy as a result of any of these conditions is the full refund, within 60 days of Owners discovery of the condition, of all funds previously received from Tenant less fees paid to third parties for the benefit of Tenant as authorized by Paragraph 6.
18. **Acceptance of Policies:** **TENANT ALSO AGREES TO COMPLY WITH THE TENANT RENTAL RULES & GENERAL INFORMATION WHICH ARE SUPPLIED HERewith AND INCORPORATED HEREIN BY REFERENCE AND SHALL BE BINDING TO THE EXTENT NOT INCONSISTENT WITH OTHER PROVISIONS OF THIS AGREEMENT. BY SIGNING THIS VACATION RENTAL AGREEMENT TENANT ACKNOWLEDGES THAT TENANT HAS READ AND UNDERSTANDS THE TENANT RENTAL RULES & GENERAL INFORMATION**
19. **Expedited Evictions:** Any Tenant who leases residential property subject to a vacation rental agreement for 30 days or less may be evicted and removed from the property in an expedited eviction proceeding if

the Tenant does one of the following: 1) Holds over possession after his or her tenancy has expired. 2) Has committed a material breach of the terms of the vacation rental agreement that, according to the terms of the agreement, results in the termination of his or her tenancy. 3) Fails to pay rent as required by the agreement. 4) Has obtained possession of the property by fraud, false pretense, or misrepresentation.

20. **Indemnification and Hold Harmless; Right of Entry; Assignment:** Tenant and Tenant's guests agree to release, discharge, and hold Owner harmless from any/all claims or causes of action arising from the rental and occupation of the property including liability, loss, damages, costs and expenses (including attorney fees), claims, suits and demands arising from any accident, injury, loss (personal or physical) or damage whatsoever during Tenant's stay. Tenant agrees to waive any right to bring a legal action arising out of or relating to participation by Tenant or Tenant's guests in any activities or use of any equipment, facilities, including but not limited to driveway, paths, woods, trails, entry, stairs, or passageways.

Owner or their respective representatives may enter the Property during reasonable hours to inspect or make repairs, alterations, or improvements thereto as Owner may deem appropriate or necessary pursuant to the Vacation Rental Act. Tenant shall not assign this Agreement or sublet the Property in whole or part without written permission of Owner.

21. **Competency:** All parties to this Agreement verify that they are of legal age and/or otherwise competent to enter into this Agreement.

22. **Applicable Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, Macon County.

23. **Entire Agreement:** This Agreement is the entire agreement among the parties with respect to the subject matter hereof, and no representations or covenants, whether oral or written, have been made regarding the subject matter hereof except as provided herein. Every provision of this Agreement is intended to be severable, and if any term or provision hereof shall be declared illegal, invalid, or in conflict with North Carolina Law or the purposes of this Agreement for any reason whatsoever, or if the enforcement of any provision shall be waived, the validity of the remainder of this Agreement shall not be affected thereby.

By: _____

Owner: Pamela K. Pringle d/b/a Cobblestone Capital, LLC

Mailing Address: 890F Atlanta Street, PMB 156, Roswell, GA 30075

Date: _____

I hereby give permission to charge my credit card for the amounts above when due. I agree that all rental monies are non-refundable per cancellation policy above. I am aware that I can purchase travel insurance separately if I so choose. By signing below, I agree to all terms and conditions of this agreement.

Tenant Signature

BY : _____ (Printed Name)

Date : _____