

Tenant:		Property:	
Address:		Check In Day	
City, State, Zip		Check Out Day	
Phone:		Rental Fee:	
Cell Phone:		Exit Cleaning Fee	
Email:		Misc./Special Services (if applicable)	
	Approved Occupancy # Adults		
	# Children	Sub Total:	
		10.75% NC Sales & Use Tax & Macon Cty. Occupancy Tax	
		Total Rental Fees	
		Advance Rent Payment (amount will be charged upon receipt)	
* Notes	Balance Due will automatically be charged to your credit card as follows:	Balance Rental Fees Due *	
		Damage/Security Deposit – automatically charged per Paragraph 3 below	+\$500.00

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.

In consideration of the monies recited and the mutual obligations contained herein, the Owner by and through its Agent, Cobblestone Capital, LLC (“Agent”), does hereby lease and rent to Tenant that certain Property described above, under the following terms and conditions. Agent 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 AGENT:

- A. SIGNED VACATION RENTAL AGREEMENT
- B. SIGNED TENANT RENTAL RULES & GENERAL INFORMATION
- C. COPY OF DRIVERS LICENSE
- D. CREDIT CARD AUTHORIZATION FORM.

UPON RECEIPT, AGENT WILL CHARGE CREDIT CARD FOR PAYMENT OF THE ADVANCE RENT AS LISTED ABOVE. BALANCE OF RENT (INCLUDING CLEANING FEES AND ALL OTHER CHARGES PLUS NC TAXES,) 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 AGENT WHEN DUE THE RESERVATION MAY BE CANCELLED WITHOUT FURTHER NOTICE AND SUBJECT TO THE TERMS OF PARAGRAPH 7. AGENT WILL EMAIL TRAVEL AND ACCESS DIRECTIONS ONCE AGENT RECEIVES FULL PAYMENT OF RESERVATION.

Should the reservation take place within thirty (30) days of the arrival date, 100% of the Rent Payments, Cleaning Fees, Misc. Deposits, plus 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 Agent, Cobblestone Capital LLC will be noted on your credit card statement.
3. **Damage Security Deposit:** A Damage Security Deposit of \$500 is required. Tenant hereby authorizes Agent to charge the Damage Security Deposit prior to occupancy. Agent will inspect the premises after your departure. Agent reserves the right to use the Security Deposit funds towards actual property damage, long distance phone calls, or other expenses caused by Tenant and allowed by NCGS 42-51. Agent will provide a list of damages or other charges to you, if applicable, and deduct the appropriate costs from your Security Deposit. Where damages and other charges are incurred, this deposit will be accounted for and refunded (less allowable deductions) within 30 days of your departure. *Note - We advise you not to use a Debit Card for the Security Deposit as the authorization will hold funds and depending on your banking institution this hold may not be released for 30 days. You may submit two Credit Card Authorization Forms; one for payment of the rental fees and another for payment of the Security Deposit. Please make a note on the top of each form.*

If the following provisions are met, this Damage Security Deposit will not be charged:

- a. No damage is done to the home or its contents.
- b. No linens, household items, furnishings or décor are missing or damaged.
- c. No furniture or décor has been rearranged.
- d. Property has not been smoked in.
- e. No unauthorized pets have been permitted.
- f. All keys are left on the kitchen counter and all exterior doors are set in the locked position.
- g. All walking sticks, picnic baskets, coolers, portable chairs provided are not damaged or missing.
- h. No excessive cleaning is required.
- i. 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 shall be responsible for damages or any breach of this agreement caused by his negligence or that of his family or invitees and guests. If Tenant re-arranges furnishings and décor items during occupancy, all items must be put back in place prior to departure. If Agent incurs extra expense for redecorating and additional housekeeping or other repairs, such amounts shall be withheld from the Security Deposit. 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 Agent or its representative 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 Agent prior to departure. Tenant gives Agent the unequivocal right to determine the condition of the property after Tenant has vacated. Tenant promises to reimburse Agent for all damages to Owner's property or other expenses caused by Tenant or his guests exceeding the security deposit. Tenant shall also be responsible to Owner or its Agent for attorney fees and other costs necessary to collect for such damages as allowed by law. ***98% of our renters take good care of our home, we have never kept a full security deposit.***

4. **Cleaning Fee/Maid Service:** This amount is shown on Page 1. Our housekeepers are the best and we pride ourselves on providing a clean home with fresh linens. This fee covers the cost of house cleaning services after your departure. It is based on the number of occupants. No daily maid service is included but may be arranged at an additional rate.
5. **Taxes:** North Carolina has a Sales & Use Tax of 7.75% and Macon County has an Occupancy Tax of 3% that is required on all rentals and fees for a total Tax of 10.75%. **THESE TAXES ARE SUBJECT TO CHANGE.**

6. **Trust Deposits:** ALL PAYMENTS MADE BY TENANT WILL BE DEPOSITED IN AGENT'S INTEREST BEARING TRUST ACCOUNT AT SUNTRUST BANK, SYLVA, NC 28779; WITH ALL INTEREST FROM SAID TRUST ACCOUNT ACCRUING TO AGENT. 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 Agent's designated North Carolina account within two (2) business days. An amount not to exceed 50% of the total rental rate may be disbursed to the Agent 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 Agent or Agent'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 cancellations due to weather, illness, or death in the family will be permitted and will forfeit full payment. **We highly recommend you purchase travel insurance separately.** There are many companies that offer this type of insurance: Access America, Insure My Trip, and Travel Guard to name a few.
 - e. No credit will be given for shortened stays due to late arrival or early departure for any reason.
 - f. If Tenant fails to pay any rent when due or if Tenant otherwise defaults in the performance of Tenant's obligations, Agent may recover from Tenant any special damages suffered by Agent as a result of Tenant's Default. These remedies are not in limitation of any other remedies allowed by law.
8. **Pets:** Pets are strictly forbidden at The Cottage House due to the on property stream. Certain pets are allowed at The Pond House with prior approval (preferably crate trained). Tenants bringing unauthorized pets will be denied occupancy or subject to eviction without refund. Should Owner or it's Agent discover Tenant did in fact bring a pet, the Security Deposit shall be retained in full, and in addition, any damages incurred shall be the sole responsibility of the Tenant. Please refer to the Tenant Rental Rules for more information on our Pet Policy.
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 Agents 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.** Total number of guests/occupants are listed on Page 1 of this Agreement. If the number of guests has been misrepresented in any way the difference in rates or additional fees associated with additional guests is payable immediately. Agent also reserves the right to immediately evict Tenant and guests with no refund. Should Agent discover Tenant has had additional guests after departure, Agent reserves the right to charge accordingly i.e. additional supplies or cleaning fees. 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. Agent reserves the right to refuse occupancy or have the Property vacated without refunding any amounts previously paid. Tenant is invited to consult with Agent prior to signing this Agreement to assure that it has authorization for any group other than Tenant.

11. **Other Agent and Tenant Duties:** Pursuant to the Vacation Rental Act Agent 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 Agent shall replace or repair the smoke detectors if the Agent is notified by the Tenant in writing that replacement or repair is needed. The Agent 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 Agent, 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 Agent, defective products, acts of third parties not invitees of the Tenant, or natural forces. 7. Notify the Agent 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 Agent is unable to deliver the Property to Tenant at check-in as stated in paragraph 14 below. During occupancy, the malfunction of air conditioning, kitchen appliances, electrical equipment, or plumbing will not automatically render the property unfit and uninhabitable. Utilities are beyond Agent'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, DVDs, computer equipment, telephone 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 Agent promptly. Agent'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 resulting from evacuations due to inclement weather including blizzards, 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. 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. **Non-availability of Property:** In the event that the Agent is unable to deliver the Property to Tenant at check-in because access to the property is not available, the property is unfit and uninhabitable due to unforeseen circumstances, Tenant's sole remedy as a result of non-availability is the full refund of all funds previously paid by Tenant to Agent. Refund shall be paid to Tenant within 30 days.
15. **Water and Septic:** The property shares a community well and has a septic system. The well water is drinkable spring water and is filtered through the refrigerator.

16. **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) Hold 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.
17. **For Sale:** The property is for sale and therefore the Owner, through its Real Estate Agent or Broker, 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 or 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).
18. **Transfer of Property:** If the Owner sells or transfers the Property, according to the *NC Vacation Rental Act*, §42A-19, the buyer (grantee) of residential property must honor the rental agreement if the vacation rental is to end not later than 180 days after the buyer's interest in the property is recorded in the office of the register of deeds. If the vacation rental is to end more than 180 days after the recording of the grantee's interest, the buyer does not have to honor the terms. If the buyer chooses not to honor the terms, tenant shall be entitled to a full refund of all payments made by him or her.
19. **Indemnification and Hold Harmless; Right of Entry; Assignment:** Tenant and Tenant's guests agree to release, discharge, and hold Owner and its Agent, or representatives 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. Agent or their respective representatives may enter the Property during reasonable hours to inspect or make repairs, alterations, or improvements thereto as Agent 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 Agent.
20. **Competency:** All parties to this Agreement verify that they are of legal age and/or otherwise competent to enter into this Agreement.
21. **Applicable Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, Macon County.
22. **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
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.

I hereby give permission to charge my credit card for the amounts described on Page 1 of this Agreement. I agree that all rental fees are non-refundable per cancellation policy above. I am aware that I can purchase travel insurance separately if I so choose. I also hereby give permission to charge my credit card for the Damage Security Deposit outlined in Paragraph 3 of this Agreement. By signing below, I agree to all terms and conditions of this agreement.

Tenant Signature

BY : _____

_____ Date : _____
(Printed Name)

Cobblestone Capital, LLC

BY: _____ Date: _____
Pamela K. Pringle, President
Mailing Address: 37 Phillips St., Ste C, Franklin NC 28734

FAX THIS SIGNED PAGE, ALONG WITH PAGE 2 OF THE RULES AND THE CREDIT CARD AUTHORIZATION FORM TO (828) 707-9498

