

**North Carolina
Vacation Rental Agreement**

THIS IS A VACATION RENTAL AGREEMENT UNDER THE NORTH CAROLINA VACATION RENTAL ACT (NCGS 42A). THE RIGHT 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. TENANT'S SIGNATURE ON THIS AGREEMENT OR PAYMENT OF MONEY OR TAKING POSSESSION OF THE PROPERTY AFTER RECEIPT OF THE AGREEMENT IS EVIDENCE OF HIS OR HER ACCEPTANCE OF THE AGREEMENT AND INTENT TO USE THIS PROPERTY FOR A VACATION RENTAL.

Booking Properties on Line:

- A. We require that you purchase either a CSA Damage Protection Insurance Policy (See Page 3) or pay a \$750.00 Security Deposit. The online booking does not make this option clear. (We have no control over the online booking wording). We **DO NOT** offer the option of the renter assuming the responsibility of the damages without the Insurance Policy or the deposit. We are sorry for the confusion but we do not have control over this part of the booking process. Therefore when you make a reservation, we will send an email asking you to choose between the Damage Protection Insurance Policy or the Security Deposit before we send you the rental agreement.
- B. Once you receive the rental agreement via email, you will have 7 days to return the agreement with your rental deposit. (See page 2, Payments and Charges). Failure to return the agreement in 7 days results in a cancellation of your reservations.

Real Estate Agency: Buffalo Junction Properties
611 Quail Ridge Blvd.
Lake Lure, NC 28746

Agent: Tracy McGlohon, Broker-828-980-5700

Steve Gage, Broker- 828-351-4545

Tenant Name:

Number in party:

Tenant Phone: Mobile: Home:

Adults: Children:

Tenant Address:

Tenant Email:

Driver's License # _____ (Internal Use)

Property to be rented:

Reservation Number:

Term begins at 4:00PM on and ends at 10:00AM on

Tenant agrees to pay rent for the premises in the amount based in the following terms:

Reservation Fee	\$.00
Rent on property	\$.00
Departure Cleaning Fee	\$.00
NC & Local Sales Tax	\$.00
CSA Damage Protection Insurance Or Security Deposit	\$.00
Total	\$
Due with reservation	\$
Due 60 days prior to occupancy	\$

In consideration of value paid and received and the mutual promises herein, Buffalo Junction Properties does hereby rent to the Tenant the property described above and under the following terms and conditions:

General information:

- Buffalo Junction Properties does not rent to anyone under the age of 25. A copy of your current driver's license should be sent to our office prior to your arrival.
- No pets or smoking are allowed in any of our properties.
- **Campers, tents, and motorhomes** are not allowed to be parked, occupied or hooked up to any rental property. For information on the Hickory Nut Gorge area camping facilities, please contact the Hickory Nut Gorge Chamber of Commerce.
- **Fireworks** are prohibited by the state of NC.

Payment of charges:

All reservations made more than 60 days in advance must be secured by payment of at least half of the total at the time the booking is made. The balance is due not less than 60 days prior to arrival. Reservations made 60 days or less in advance must be secured by the total amount at the time the booking is made. Checks are the preferred form of payment but no checks are accepted less than 60 days prior to arrival. Visa and Master Card are accepted for any payment. All funds are held in a non-interest bearing trust account at First Citizens Bank in Hendersonville, NC.

Cancellation:

- All cancellations must be done in writing; either email or hard mail.
- Weekly rentals may cancel up to 60 days prior to arrival with refund and pay a \$75.00 cancellation fee.
- Weekly rentals that cancel less than 30 days prior to arrival will receive one half of the total amount of rental in addition to a \$75.00 cancellation fee. A full rental rate will be refunded if the property is re-rented for the same time period and the same rent.
 - Weekly rentals that cancel less than 14 days will not receive a refund plus pay the \$75.00 cancellation fee.
- Nightly rentals may cancel up to 14 days prior to arrival with only a \$75.00 cancellation fee. • Nightly rentals that cancel in less than 14 days prior to arrival will pay the \$75.00 cancellation fee and the full rental rate unless the property is re-rented for the same time period and price.
- For both weekly and nightly rentals; if the property is re-rented for the same time period and rate then a refund will be issued within 45 days following the contracted check-out date.

Agent Duties:

If for reasons beyond our control Buffalo Junction Properties Property Management cannot provide the property reserved in a fit and habitable condition or if other circumstances require relocation to a different unit in the area, we reserve the right to substitute a reasonably comparable property in a fit and habitable condition. If we cannot do so, the landlord and Buffalo Junction Properties Property Management will refund all payments made by you. We make every effort to ensure your reservation is undisturbed. If circumstances beyond our control do occur then Buffalo Junction Properties Property Management will contact you immediately and help you to find an alternate property suitable to you. In the case of relocation we will refund the difference in rent if the alternate accommodations are less than those reserved. If more, you will be responsible for the difference in excess. Buffalo Junction Properties Property Management is the agent for the homeowner and has no authority to offer discounted rates or refunds.

Refunds:

Simply stated, once you have entered into a contract to rent a property, you are binding yourself to that property for that time. There should be no expectation of compensation or relocation because you are dissatisfied with the property or something in the property isn't working to your satisfaction. Unlike a hotel, we cannot relocate you without specific authorization from the homeowner. As previously stated, we will make every effort to correct any malfunctions or problems encountered, but no refunds should be expected. Every effort is made to ensure all information in Agent's advertising is accurate and complete. However, Agent cannot be held responsible for typographical errors, omissions, price changes, and other changes made by owners within the unit.

Occupancy:

- Our homes are permitted by the Town of Lake Lure and the NC Department of Health. These regulations limit the maximum occupancy of each home and these regulations are strictly enforced.
- Gatherings (weddings, family reunions...) that exceed the occupancy limit must be approved in writing by Buffalo Junction Property Management. An additional security deposit may be required. These are approved on a case by case basis and having guest that exceed the occupancy limit may lead to eviction.
- House parties are not allowed under any circumstances. Should a house party be discovered, expedited eviction procedures will be commenced pursuant to NCGS 42A-24. Charges for cleaning, repairs or loss of rent will be the tenant's responsibility.

Transfer Policy:

- **Date Change:** After payment is received date changes for the same property will not be accepted less than 60-days prior to arrival of the original date. If requesting a change of date within the guidelines set forth, a \$25 fee plus tax applies.

- Property Changes:** A change to a different property requires cancellation of the original property and therefore the cancellation policy applies.
- Name Changes** will be accepted upon receipt of written approval from both parties no later than 30-days prior to arrival.
- The tenant will not assign this agreement to a secondary guest or sublet the property in any way, either whole or in part.

Property Damage:

- Any damage, whether accidental damage or otherwise, will be the responsibility of the guest, with the exception of normal wear and tear. The guest remains subject to all obligations imposed by the North Carolina Vacation Rental Act
- As part of your stay you must choose either: The purchase of CSA Vacation Rental Damage Protection plan designed to cover unintentional damages to the rental unit interior that occur during your stay provided they are disclosed to the management prior to check-out. If purchased, the policy will pay a maximum benefit of \$3000. Any damages that exceed \$3000 or are not covered under the plan will be charged to the credit card on file. If, during your stay at one of our rental properties, an insured person causes any damage to real or personal property of the unit as result of inadvertent acts or omissions, the Insurer will reimburse the Insured for the cost of the repair or replacement of such property up to a maximum benefit of \$3000. Certain terms and conditions apply. Full details of the Vacation Rental Damage coverage are contained in the Description of Coverage or Insurance policy, www.vacationrentalinsurance.com/g20vrd . Please contact Buffalo Junction Properties, LLC directly if you do not wish to participate in this assignment. In the event you do not wish to purchase this plan, you have the option of a \$750.00 refundable security deposit. It is Buffalo Junction Properties Policy to choose one of the options.
- Smoking is prohibited in all of our properties. If evidence of smoking inside one of our properties is found, there will be an additional \$150 additional clean up and air restoration fee charged.
- Pets: While we are pet lovers ourselves, pets do not always act the same in strange places as they do at home. None of our vacation rental owners allow pets. If pets are found there will be an immediate removal of the pet. In addition, the tenant will be responsible for any damages or lost rent.

Expedited Eviction:

A material breach of this Agreement by You, which, in the sole determination of the Agent, results in damage to the Premises, personal injury to You or others, a breach of the peace, a nuisance to others, or a violation of criminal law or local code, shall be grounds for termination of Your tenancy. If the tenancy created hereunder is for 30 days or less, the expedited eviction procedures set forth in the Vacation Rental Act will apply. You may be evicted under such procedures if You: (i) hold over in possession after Your tenancy has expired; (ii) commit a material breach of any provision of this Agreement that according to its terms would result in the termination of Your tenancy; (iii) fail to pay rent as required by this Agreement, or (iv) have obtained possession of the Premises by fraud or misrepresentation.

Accommodations:

Each property is owned by an individual property owner. Therefore, Buffalo Junction Properties Property Management is not responsible for décor, furnishings, appliances, bedding, and any other equipment/accessories included in the property. Buffalo Junction Properties Property Management is not responsible for any changes or malfunctions to such items and therefore cannot issue refunds due to such changes or malfunctions. Additionally, refunds will not be given for any errors in this brochure. Rates, descriptions, and availability are subject to change without notice.

Property for Sale:

In the event that the property you are renting is on the market for sale, Buffalo Junction Properties might have need to show the property during your visit. We will make every effort to schedule the showing at a convenient time and not interrupt your vacation. Guests will be given a minimum of a 24 hour notice if property is to be shown by a Realtor. Should a unit be sold and go off the market for future rentals, all guests will be notified according to the NC Vacation Rental Act of 1/1/00. The staff of Buffalo Junction Properties Property Management, Inc., will do its best to find a comparable property; however, relocation of guests to another area or view in the area might be required. Please refer to the NC Vacation Rental Act or your Lease Agreement for procedures if this occurs.

Other Addenda:

Any addenda to this Agreement are described in the following and attached Rules and Regulations. Tenant agrees that Tenant has received and read the Rules and Regulations, and that they shall constitute an integral part of this Agreement.

Vacation Rental Agreement Rules and Regulations

Check-in: We check all of our rentals in personally, please follow directions below:

1. One week prior to arrival you will be sent driving directions to the home and a contact number of the person that will be checking you into your rental.
2. One half hour prior to arrival, contact the number given to you in your email with your arrival time so they can meet you at the home.
3. Check-in time is between 4:00 pm and 6:00 pm. It is important that we know what time you will arrive.
4. Feel free to call the number provided in your information packet after 12:00pm on arrival day to inquire if your home has been released by housekeeping. We will be glad to try to get you into your home as soon as housekeeping has completed their job. Please note that there are rare situations where housekeeping is still at work up until and sometimes after 6:00pm. No properties will be released for occupancy until housekeeping is complete.
5. **It is the tenant's responsibility to request after hours check-in.** In some cases there may be an additional service charge.
6. There will be two sets of keys provided at check-in or a keyless entry code for some units. Keys not returned at check-out will result in a service charge of \$10.00/set.

Check-out:

1. Check-out must be complete and the premises vacated by 10:00 AM sharp to allow time to prepare for the next guest. During the off season there are exceptions where a late check-out can be granted but it has to be given in writing by Buffalo Junction Properties Property Management.
2. The tenant is responsible for washing dishes, stripping soiled linens from the beds and placing them at foot of bed, place soiled towels in laundry room, cleaning the grill (if used, if used and not cleaned there will be a \$50.00 charge), emptying the refrigerator and leaving the unit in a reasonable state of cleanliness. Instruction for disposing of trash will be given at check-in.
3. If you would like to donate non-perishable items to the local food bank, you may leave them on the table with a note expressing your intentions.
4. Make sure all doors and windows are locked and leave your keys on the kitchen counter.

Furnishings:

1. All homes are equipped for basic needs, including cooking and light housekeeping. All kitchens are equipped with a coffeemaker, microwave, range, refrigerator, and dishwasher unless otherwise specified in contract or brochure.
2. All linens and towels are provided with our rental units at no additional charge. You will find your unit clean and all beds made upon your arrival. Maid service is NOT provided during your stay.
3. Toilet paper, paper towels, laundry detergent and dishwashing liquid are supplied in quantities sufficient for your stay. **Additional products are the responsibility of the tenant.**
4. All units are equipped with a color TV. No replacement or repair guaranteed and no refunds will be given for TV malfunctions.
5. Agent will make reasonable effort to provide any special amenities (such as hot tubs, whirlpools, satellite TV, etc.) in good working order and repair them during the tenancy upon notice from tenant, but given the difficulty of repairs to such amenities, tenant understands that Agent can make no guarantees that any such amenities will be working during the entire tenancy, and that the tenant will not be entitled to any refund if they are not.

•Damages or Equipment Failure

Please report any existing damages or damages incurred during your stay. All properties are carefully checked after guest departure. If damage is discovered, appropriate billing will occur.

Damages or equipment failure can be reported to Buffalo Junction Properties Property Management during regular business hours (8:30 a.m. to 5:00 p.m.). Unless it is an emergency. Maintenance service will be provided on a first-come, first-serve basis.

No refunds of rent or fees will be issued due to a tenant's dissatisfaction with the home's décor, breakdown of appliances, air-conditioners, or other conditions which do not render the property unfit or uninhabitable and over which agency has no control.

- **Hot Tubs**

A selection of homes offer hot tubs. Guests are not permitted to tamper with the chemicals or mechanical controls. If you experience any technical difficulties, please contact Buffalo Junction Properties.

- **Smoke Detectors**

North Carolina Real Estate Law requires all tenants to check smoke detector operation upon arrival and notify office of any malfunction in writing.

• **Trash/Recycling**

Guest Staying in Rumbling Bald Resort: you MUST take your trash to the resort dumpsters located inside the resort just pass the guard gate to the left as you enter the resort. All trash must be disposed of at check-out in the resort dumpsters.

For Guest staying at Soule Haven, Bedford Falls and Pawley's Place: Place all trash in trash receptacles for Monday Pick Up by Town of Lake Lure. Buffalo Junction Will pick up overflow trash on Thursdays. Instructions will be given to you at check-in. Guests who leave trash outside, and it is spread around by wildlife, will be assessed a \$25 fee if Buffalo Junction Properties has to clean-up.

Accommodation Rules:

1. No commercial use of the property is allowed.
2. No uses are allowed that violate criminal or government regulations.
3. Grilling is permitted at the units that provide grills. Grills, if used, must be cleaned at check-out. If not clean by tenant at check-out there is a \$50.00 charge.
4. Outdoor fires are prohibited unless the house provides a fire pit.
5. Telephones are for local use only. Phone charges incurred by the tenant will be paid by the tenant.
6. If you are locked out of the home, we will send a staff member to meet you at the property. There will be a \$25.00 fee payable in cash at the time of service.

Expedited Eviction:

IF the tenancy created herein is for 30 days or less, the expedited eviction procedures set forth in the Vacation Rental Act will apply. Tenant may be evicted under such procedures if Tenant:

1. Holds over in possession after Tenant's tenancy has expired.
2. Commits a material breach of any provision of the Agreement (including any addendum hereto) that according to its terms would result in the termination of Tenant's tenancy.
3. Fails to pay rent as required by this Agreement.
4. Has obtained possession of the Premises by fraud or misrepresentation.

Mandatory Evacuation, State Road Closure:

If state and local authorities order a mandatory evacuation of an area that includes the Premises, Tenant shall comply with the order. Upon compliance, Tenant will be entitled to a refund of the prorated rent for each night that Tenant is unable to occupy the Premises because of the order. In addition, if Tenant is unable to begin tenancy due to road closure by state or local authorities, a prorated refund for each night that Tenant is unable to occupy the premises will be issued. If state road are open and Tenant chooses not to begin occupancy, no refunds will be given. Agent will make its best effort to have private roads leading to Premises cleared of snow, however, no guarantee will be made that all roads will be considered passable and no refunds will be given based on snow removal, or lack thereof.

Indemnification and Hold Harmless; Right of Entry; Assignment:

Tenant agrees to indemnify and hold harmless Agent and the Owner from and against any liability for personal injury or property damage sustained by any person (including Tenant's guests) as a result of any cause, unless caused by the negligent or willful act of agent or the Owner, or failure of Agent or Owner to comply with the Vacation Rental Act. Tenant agrees that Agent, the Owner or their respective representatives may enter the Premises during reasonable hours to inspect the Premises, to make such repairs, improvements or alterations thereto as Agent or Owner may deem appropriate, or to show the Premises to prospective purchasers or tenants. Tenant shall not assign this Agreement or sublet the Premises in whole or part without written permission of Agent. CCMC, Inc. V 1.3 Page 12 of 12

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For all purposes hereunder facsimile or electronic signatures shall be deemed to be originals and such signatures shall be given the same effect as would an original signature.

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

_____ Date: _____
Tenant

_____ Date: _____
Tenant

_____ Date: _____
AGENT FOR OWNER: NC Real Estate # 236011- Tracy McGlohon # 292545-Steve Gage

Boat Policies For All Watercraft, Hot Tubs and Swimming for Vacation Rental Homes

If the home you are renting includes use of a canoe, kayak or any type of motorized boat: please carefully read and acknowledge.

Availability: Pontoon boars are made available April 1 through November 1 only. Rental rates reflect this provision.

I. Rental Homes that include a motorized boat:

The permit for the boat included with your rental is a COMMERCIAL PERMIT. As such, the operation of the boat must be handled in strict accordance with the Town of Lake Lure boating regulations. **Commercial Boats may not be on the water after dark.** The check-in and check-out process is mandatory regardless of your boating skill level and cannot be waived.

Rental Begins – The afternoon of your arrival. After you have checked in and arrived at your rental property, Buffalo Junction Properties (BJP) will arrange to meet you at the docking area for the boat to review operation, regulations, and safety. Boat check -ins are completed before dark the day of check-in. Only persons over the age of 21 can operate the boat and all operators must be present for the operation, regulation and safety review. A valid driver’s license must be presented for each operator. For late or after dark arrivals, the boat check-in will be completed the next day.

Rental Ends – No later than 6pm the evening prior to your departure. The boat must be returned clean, free of trash, and with a full tank of gas and in working order. An inspection of the prop, motor and interior of the vessel will be made by BJP.

Operators – All operators must be present for the operation, regulation and safety review and present a valid driver’s license. **No one under the age of 21 is permitted to operate the boat.** Operators between 21 and 26 years of age must complete a NC Boater Safety Course. Go to www.ncwildlife.org and click on the **BOATING** icon.

Gas: The boat will be delivered to you with at least one full tank of gas. Additional gas fill-ups are the monetary responsibility of the Lessee. The boat is to be returned to the vacation home with the same amount of gas delivered at check-in. The amount delivered to you will be noted on your boat check-in sheet. If the boat is not returned with the same amount of gas delivered, you will be charged a \$100.00 service fee in addition to the price of the gas.

Equipment: All equipment on the boat will remain with the boat at all times. Life jackets for the maximum persons allowed are provided. No floats, tubes or other devices may be tied to any railings. No tubes, skiers, or any person or object may be towed. **Note:** *All children under the age of 13 will, at all times, wear a PFD in accordance with NC boating regulations.*

Conduct: To ensure our lakes, streams and the life they support are properly cared for and maintained, do not operate the vessel in a reckless or negligent manner, or operate the vessel under the influence of an impairing substance. Do not place, throw, deposit or discharge trash, bottles, cans, papers or any liquid substance in a lake or stream. Do not tie or buoy on the lake or shoreline other than the docking facility provided for your boat. The Town provides one public dock near the Town Marina, and you may dock at the Town facility for no more than 2 hours. Do not operate shoreward of designated markers and do not dock or be shoreward of neighboring properties. Swim off the boat at your own risk and stay close to the boat at all times. Confiscation of the boat without refund of monies paid will be immediate.

Boat Malfunction: In the event the boat malfunctions during your use, please notify BJP immediately. We will trouble-shoot the situation with you over the phone. If remedy is not made, then arrangements will be made to meet at the boat to assess the problem. **PLEASE DO NOT ATTEMPT ANY REPAIRS TO THE WATERCRAFT WITH REGARD TO ANY PART OF THE WATERCRAFT.**

II. Non-motorized boats

The permit for the boat included with your rental is a COMMERCIAL PERMIT. As such, the operation of the boat must be handled in strict accordance with the Town of Lake Lure boating regulations. **Commercial Boats may not be on the water after dark.**

Canoes, kayaks and Paddle Boats: If your home comes equipped with a non-motorized boat, BJP will review boating polices and regulations as supplied by the Town of Lake Lure.

An appropriate number of life jackets and paddles are provided. All children 13 years and younger are required to wear a life jacket at all times.

No horse play in any watercraft is allowed.

Stay shoreward but not beyond the markers designated. Stay clear of all motorized boats as they can produce wakes that will overturn a canoe, kayak or paddle boat.

When not in use, canoes, kayaks and paddle boats are to be stored properly, (inside the boat house, or turned upside down, or covered), to prevent rainfall from accumulating inside the boat.

BJP will inspect all non-motorized boats at your departure to insure they have not been damaged and are properly stored with appropriate number of paddles and life jackets.

NO REFUNDS OR REBATES WILL BE GIVEN FOR INCLEMENT WEATHER OR EARLY RETURNS

ABSOLUTELY NO TOWING

ABSOLUTELY NO BOATS ON THE LAKE AFTER DARK

If Your Home Provides a Hot Tub.

Please do not adjust the temperature or any other settings. JUST THE JETS CAN BE ADJUSTED. Use at YOUR OWN RISK. SWIM AT YOUR OWN RISK FROM THE DOCKS OR SHORELINE. NO JUMPING OFF BOATHOUSES.

I have read, understand and agree to the provisions set forth in this contract addendum.

Signature of Tenant

Date

Signature of Tenant

Date

BY: _____

Buffalo Junction Properties

Date