

Rental Unit: Cabin Fever, Blowing Rock, NC

Renters Name:

Rental Period:

Rental Contract – Rules and Regulations

THIS WILL BE 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.

1. Check-in Time is after 2:00 PM on the first day, according to your reservation. You may go straight to the house when you arrive. You do not need to go by an office to pick up the key. You will be told where to locate it on the premises
2. If, during your stay, a problem that needs immediate attention should occur, you may reach us at 704865-9225 or mgr47@earthlink.net. addressed as quickly as possible.
3. Absolutely no smoking in the house.
4. No House Parties. Should a house party occur in the rental unit, occupancy will be terminated with no refund.
5. Each Renter is responsible for cleaning the rental property before leaving. The unit must be cleaned thoroughly. A specific cleaning checklist is on the refrigerator in the rental unit. We do not provide cleaning supplies, WHEN YOU LEAVE: 1. Generally tidy up the place and make sure every thing is in order as you found it, when you arrived. 2. Clean and scrub all baths and kitchen. 3. Clean all food out of refrigerator, and wash and put up dishes. 4. Vacuum, dust, sweep and mop floors, and scrub inside refrigerator. 5. Strip any linens used and place in the laundry room. 6. Empty trash cans and remove all trash from the premises 7.

Lock all windows and doors. 8. Sweep porches. 9. Return all keys to the storage place.

Cleaning is to be "detail" in quality. The maid service will handle items 2 and 4 and 5. It is your responsibility to leave the home immaculate, with the only exception being those services that are to be handled by the hired maid service and it is your responsibility to report any damage to us prior to your departure.

6. Renter is responsible for any damage incurred during his occupancy of the premises. We will not be held responsible for accidents, injury, or loss of valuables.
7. Renter's Security Deposit will be refunded, if the unit is left in satisfactory condition. Refunds will be mailed within 30 days of the Renter's last day at the unit.
8. Close and lock all doors and windows, and make sure all appliances are turned off, except the refrigerator, before departing. During winter months, please set the heat to the lowest setting upon departure. In early spring and late fall, please turn the thermostat off, when leaving.
11. Check-out time is 10:00 A.M., SHARP. No one is to be in the unit or on the unit property after check-out time.
12. Reservations may be made anytime and will be honored, provided payment is received as agreed and is deposited. www.nccabinfever.com.
14. Rental Deposits will be refunded on cancellations, less 15%, only if the unit is re-rented.
15. There will be no refund for inclement weather, except mandatory evacuations. In the event of mandatory evacuation, the pro-rata share of the rental charge will be refunded.
16. Any and all interest earned on deposits and advance rents paid will accrue to our benefit,
and not the Renter
17. Rental Charge is based, in part, on number in party. Under no circumstances should there be more than 10 overnight occupants. Violation of this provision may result in termination of occupancy, without refund.
18. If for any reason we are unable to deliver the property to you for the rental period contracted (for example, the home is damaged by a blizzard) we shall refund your money in full.
19. RESERVATION FEE: Unlike the local real estate rental companies, we DO NOT charge reservation FEES.
20. CONFIRMATION DEPOSIT: We will not send you a rental agreement. You should print this document, and sign and date each page as confirmation of your agreement. And mail t us at 917 Sandwood Drive, Gastonia, NC 28054. You will need include a deposit of THE LESSER OF 50% of the gross amount due, including tax and security deposit, or \$600.

This payment may be paid by personal check. THERE WILL BE A TWENTY-SEVEN DOLLAR CHARGE FOR ANY RETURNED CHECK. We will continue to market the

property for rent until receipt of your deposit check. Upon our deposit of your initial check, your contract with us is bound. Please send a self-addressed stamped envelope with your check. If for any reason the property has already been rented to another party when we receive the check, we will promptly return it to you in this envelope; otherwise, we will use the envelope to return your security deposit, at the appropriate time (item 9 above).

21. **BALANCE OF PAYMENT:** The balance on the rent, all taxes and security deposit is due 30 days before arrival date. **NO REMINDERS WILL BE SENT.**
22. Please be aware that the locked closets are property of the owner and are not to be entered under any conditions. If upon arrival you discover any damage to the property **PLEASE NOTIFY US IMMEDIATELY AT 704-616-8524 (MOBILE #).**
23. **INSPECTION OF PROPERTIES:** The property shall be inspected after your departure. If damage does occur in the unit, please do not feel embarrassed, but report the damage to us immediately. We can handle the repair while you are here and alleviate any questions of both parties. If it is discovered that the owner's closet has been broken into after your departure, you will be charged the full replacement cost for all items that are missing plus any expenses that are incurred to replace the missing items.
24. If you plan on arriving early, let us know via email and we will see if the unit can be made available earlier. If you arrive early, you may want to visit the downtown Blowing Rock, shop in the various retail shops or dine at one of the local restaurants.
25. **KEYS:** Keys are located at the rental house. We will email you where to find the keys upon receipt of the final payment and no less than 30 days prior to your arrival. Keys will not be given out to anyone other than the person whose name is on the reservation (or email address above), unless we have been given previous authorization.
26. **LOCK OUTS:** If you lock yourself out of your unit, please call 704-616-8524 (mobile.) Your call will be returned promptly and arrangements made to have a key brought to you. There will be a \$50.00 cash fee for opening the unit or providing a replacement key.
27. **MAINTENANCE AND REPAIRS:** We will do our best to keep all equipment in good repair. When you check in or during your stay, if you discover anything not in working order, please notify us immediately, by email or telephone call to 704-616-8524. We will correct it as soon as possible.
28. There will be **NO REBATES** given due to the malfunctioning or breakdown of appliances, air conditioning, televisions, telephones, computer, fax machine, printer, or any other property equipment or services.
29. **OCCUPANCY:** The maximum number of number people allowed at Cabinfever is 10. The city ordinance does not allow additional guests to sleep in vehicles parked on the property or on board boats. We rent to **FAMILIES AND RESPONSIBLE ADULTS**

ONLY. Misrepresentation of the party will result in immediate termination of the rental agreement, expulsion, and the loss of rental fee. We reserve the right to refuse occupancy, if we feel the occupancy could be detrimental to the property.

30. EVEN THOUGH WE DO NOT ASSUME RESPONSIBILITY FOR ANY ITEMS LEFT IN PROPERTY, we will make every effort to locate lost items. Upon request, we will mail items found to you. These items will be shipped COD plus a \$10.00 handling charge. THIS IS A NON-SMOKING UNIT

PLEASE NOTE THAT WE ADVISE YOU TO READ ALL OF THE INFORMATION PROVIDED HEREIN REGARDING CABINFEVER AND OUR RULES SO THAT MISUNDERSTANDINGS OR INCONVENIENCES MIGHT BE PREVENTED. IF THERE ARE ANY CONTRADICTIONS BETWEEN THIS DOCUMENT AND OTHER INFORMATION ON THE WEBSITE, THIS DOCUMENT SHALL TAKE PRECEDENCE. RULES AND REGULATIONS ARE SUBJECT TO CHANGE FROM TIME TO TIME, BUT THE RULES APPLYING TO YOUR RENTAL, SHALL BE THOSE AS WRITTEN AND IN FORCE AT THE TIME AND DATE OF YOUR EXECUTION OF THIS AGREEMENT.

Number in Party: _____

Number of nights: _____

Beginning Date of Stay: _____

Check-out Date of Stay: _____

AMOUNT DUE

Security Deposit: \$200

Maid Service (\$75)-required + ___\$75___

Daily/Weekly rate (rate quoted X #days) + _____

Tweetsie tickets Adult (\$34)_____ Child(\$22)_____

TOTAL DUE _____

The reservation for the renter below will be held for NO MORE THAN 15 AFTER RECEIPT OF THE SIGNED CONTRACT. THE CONTRACT IS BOUND UPON OUR RECEIPT AND DEPOSIT OF THE RENTERS FIRST PAYMENT.

Of Persons in-group who are neither family nor over 25 years of age _____. Except as just listed, Renter certifies with his (her) signature that all members of their group are either part of a family group or group of responsible adults over aged 25. Non-family guests under aged 25 shall not exceed the number listed above. Violation of the number of provisions of this paragraph may result in the termination of the rental agreement, immediate removal from the premises, and forfeiture of any money paid.

SIGNATURE:

DATE:
