

VALLE CRUCIS FARM RENTAL POLICY AND AGREEMENT

Please note: The Main White House is a PRIVATE residency.

Thank you for making your reservation with VC Farm. In consideration of the rent received and mutual promises herein, the Agent does hereby lease and rent to the Guest the certain property described, under the following terms and conditions please make all persons in your party aware of the following terms:

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. ONCE YOU REQUEST A RESERVATION, YOU ACKNOWLEDGE/AGREE 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.

Financial Terms. Please report any incidences to us immediately so you will not be charged any further amounts. In addition, a \$300 security deposit is required for each reservation, as permitted under the Tenant Security Deposit Act. This amount will not be charged unless theft, intentional damages, losses or reimbursable charges occur. If it becomes necessary to charge your security deposit, you will receive an email notification within 45 days of departure, and prior to our charging your card. By REQUESTING A RESERVATION YOU are agreeing that if any purposeful damages, excessive cleaning requirements, or any other situation that incurs additional expenses to the homeowner or us may be charged to your credit card for reimbursement up to \$300. We are NOT responsible for any bank charges you may incur as a result of this charge. It is understood that each unit is privately owned including the furnishings, and reflects that individual owner as states. Guest will not move furniture around as most cabins have hardwood floors and movement can cause damage; movement will cause a \$50 reposition fee and/or loss of \$100 security deposit.

Guest (s) agrees that maximum occupancy as stated when the reservation is taken will not be exceeded at any time during the reservation. Maximum occupancy includes children of all ages. Tenancy is for family groups only. Non-family groups include, but are not limited to, groups of high school and college age people. House parties organized to celebrate graduation, proms, fraternity or sorority socials, or other school functions approved permission is required. The Owner has the prerogative to terminate this agreement and evict the Guest that violates these terms or rents this property under false pretenses. Guest shall be 21 or more years old and take actual possession of the property.

The Guest (s) acknowledges and understands that check out time is no later than 12:00 am and check in time is at 4:00 p.m. Late arrivals must make prior arrangements, and payment must be paid in full. We are not responsible for late arrivals that cannot find their cabin. All properties must be vacated on time; failure to do so will result in a \$25/per hour charge to your card. Guest leave keys in the cabin or the Guest will be charged a \$10.00 fee for each key not returned.

Your rental cabin should be clean when you arrive. If we have not heard from you within 2 hours of check in we will assume you have found the cabin in an acceptable condition and there are no major deficiencies.

Tenant Duties. Tenant agrees to comply with all obligations imposed by the Vacation Rental Act on Tenant with respect to maintenance of the Premises, including but not limited to keeping the Premises as clean and safe as the conditions of the Premises permit and causing no unsafe or unsanitary conditions in the common areas and remainder of the Premises that Tenant uses, and notifying Agent in writing of the need of replacement of or repairs to smoke and/or carbon monoxide detectors, and replacing the batteries as needed during the tenancy. Tenant agrees not to use the Premises for any activity or purpose that violates any criminal law or governmental regulation, or any commercial purposes. Tenant's breach of any duty contained in this paragraph shall be considered material, and shall result in the termination of Tenant's tenancy.

Guest (s) shall leave premises in clean, undamaged condition. If unit is not left in a unsuitable condition, guest understands that the Owner reserves the right to charge guest for any additional or special cleaning. Upon departing the following items need your attention:

All (kitchen and bathroom) garbage needs to place securely in outside containers.

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Guest understands that VC Farm is not responsible for items left at cabins after departure.

When you depart if you have more trash than will fit you must haul off the excess trash. *If you leave the excess trash or trash on the grounds (i.e. Soda cans, beer cans, cigarette butts) we will clean it up and charge your credit card at service call rate at \$45.00/hour, extra trash will be charged at \$10.00/per bag.

Guest (s) shall be solely responsible for any property damage, accident injury to any person or loss sustained by any person, including loss of money, jewelry, and other items of personal property, arising out of or in any way related to Guest (s). Guest (s) hereby agrees to INDEMNIFY and hold VC Farm, Homeowner harmless from any and all claims including those of third parties, arising out of or in any way related to Guest(s) use premises or the items of personal property provided therein. Guest (s) assumes the risk of injury or other losses relating to any recreational activities and will hold owner and its agents harmless with respect there to. Guest shall immediately report any existing damages found within 2 hours of his/her arrival. Failure to report damages found may result in partial or full charge of Damage/Security deposit. Guest agrees to reimburse Owner for any damages incurred in excess of the Damage/Security deposit including collection costs, if necessary, and reasonable attorney's fees.

Other Terms and Conditions

Property is inspected before and after rental. Damages or missing items will result in immediate charges to your credit card for the estimated damages/loss and/or forfeiture of security deposit. By requesting a reservation you affirm that you have read and agreed to all terms and are in agreement to the following charges. Extra charges and/or forfeiture of security deposit will be incurred based on the following conditions:

Cabin must be left clean and in order.

1. Smoking. (All properties are non-smoking.) \$100 for inside smoking or leaving outside debris.
2. Extra cleaning (up to \$100) and/or rearranged furniture (\$50-\$100 including moved TVs).
3. Unauthorized early check-in or late check-out, unless previously arranged will result in a \$50 per hour charge on your credit card.
4. Loud or disruptive parties, or commercial use of property.
5. Occupancy over the maximum allowed (\$50 per person).
6. Open fires in undesignated areas or grills other than those provided by property owner. (\$200).
7. **Absolutely NO firearms or fireworks are to be discharged on the property or neighborhood** (Immediate eviction and \$300 charge to your credit card), criminal or other illegal activities.
8. All cancellation requests must be submitted in writing prior to check-in and will be considered.
9. **No properties allow ATV vehicles to be ridden on their grounds.** (Immediate eviction and \$300 credit card charge will result).
10. VC FARM nor the home owner is to be held liable for any insect bites, fungal, bacterial or viral conditions as a result of occupancy of the premise or use of the hot tub, playground, or any other facility offered at the home.
11. Any locked areas are reserved for storage of Owner's private property and are absolutely not included in the rental.

Pets: Properties that allow pets require a \$50.00. Your **dog must be on a flea control program and if fleas are found in the cabin you will be charged for pest removal of \$160.** You should never leave your dog unattended at the property unless crated. Pets are **never allowed on the furniture or beds and a minimum of \$100 will be charged on your credit card should this occur.** BRVC reserves the right to remove guests from premises if dog rules are not adhered to. Pet owners acknowledge that they are financially responsible for any damages caused by their pet and your accidental damage policy will cover pet damage up to \$3000. **Pet waste should be removed from all lawns** and bags are provided at each house. Failure to do so will result in a \$50 charge on your security deposit. An undeclared pet in a pet-friendly cabin will result in a \$100 pet fee. Please note guest found with an undeclared pet in a pet friendly property will be subject to \$100.00 fee.

NO SMOKING IN RENTAL PROPERTIES. NO DISCHARGING OF FIREARMS ON RENTAL PROPERTY. Failure to observe will result in the charge of a Security Deposit.

VC FARM will make reasonable effort to provide amenities in good working order and if needed repair them upon notice from tenant, but given the difficulty of repairs to such amenities, tenant understands that VC Farm can make no guarantees that any such amenities will be working during the entire tenancy and that the tenant

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will not be entitled to any refund if they are not. Guest are not permitted to make repairs on equipment, guest will be charged for making equipment non-operational (moving TV cables, turning off gas logs, moving gas logs, putting charcoal in gas grills, etc.)

We do not guarantee that your road, driveway or steps of your rental unit will be cleared of snow and ice. Winter conditions create inherent risk of injury from slipping and/or falling on ice, snow, or other slick surfaces from wintry conditions. By signing this you agree that you knowingly and voluntarily assume such risk of injury and will hold harmless both the rental company and homeowner from any damages, both bodily or to property, that might result due to ice or snow on driveways, pathway, porches, decks, or property of your rental.

Limitation of Remedies: In the event the Owner of the property is unable to provide said property to the Guest under this Agreement because of fire, storm, or Acts of Nature, or other reasons beyond our control, Guest hereby agrees that the Owner sole liability as a result of these conditions is a refund of all monies previously tendered under this agreement. Guest expressly acknowledges that in no event shall the Owner be held liable for consequential or secondary damages, including but not limited to any expense incurred as a result of travel, re-renting, etc. Guest shall **not** be entitled to a refund due to unfavorable weather conditions, disruption of utility services including Road conditions due to the guest inability to drive to their cabin on our gravel roads. Four-wheel drive may be required at any time due to changing weather and /or road conditions.

On reservations: Full payment is required to reserve your cabin.

Cancellation. In the event of a cancellation by Tenant, Tenant shall receive a refund of all payments made by Tenant, less an administrative fee of **15% of total rental amount or \$100, whichever is greater, if the Premises are re-rented** on the terms set forth herein. **If the Premises are not re-rented on the terms set forth herein, Tenant will not be entitled to a refund of any rent payment made hereunder.**

BAD WEATHER & OTHER NUISANCES - As you plan your trip to the mountains, please remember we do get rain, snow and some foggy days and occasional inconveniences which are out of our control. Winter weather in the Blue Ridge Mountains can occur from November through April. The majority of our homes are accessed by mountain roads, which will be icy in winter weather. For the safety of you and your party, please be prepared to drive in snow and ice. This means 4-wheel drive, good tires, and chains. It is your responsibility to be prepared for hazardous road conditions. There will be **NO** refunds, allowances, or date changes affected in this matter.

WINTER GUESTS: REGARDLESS OF LOCATION, WE STRONGLY RECOMMEND 4WD AND/OR CHAINS WHILE VISITING OUR AREA DURING THE WINTER MONTHS AS YOU MAY ENCOUNTER UNEXPECTED AND/OR RAPIDLY CHANGING WEATHER AND ROAD CONDITIONS DURING YOUR STAY. PLEASE COME PREPARED, AS VC FARM WILL NOT GIVE REFUNDS IF YOU ARE UNABLE TO CHECK IN OR OUT OF YOUR UNIT IN A TIMELY MANNER DUE TO WEATHER CONDITIONS, UNFAMILIAR DRIVING CONDITIONS AND/OR INAPPROPRIATE VEHICLES/TIRES/CHAINS ON YOUR CAR. WE REMIND YOU THAT MOUNTAIN DRIVING CONDITIONS MAY INCLUDE STEEP GRAVEL ROADS, FOG, RAIN, ICE AND/OR SNOW.

Security Deposit: A credit card number is held when the reservation is made for a Damage/Security. Credit card will not be charged unless damages incur on the property and the guest will be notified of such damages or extra fees and cost. Please read and initial following:

I acknowledge that VC Farm will not pre-authorize my credit card for a security deposit but reserves the right to charge against my credit card for charges resulting in damages, extra cleaning charges and /or fees as described.

Expedited Eviction: If the tenancy created here above is for 30 days or less, the expedited eviction procedures set forth in the Vacation Rental Act will apply. Tenancy may be evicted under such procedures if Tenant: (i) holds over in possession after Tenants tenancy has expired; (ii) commits a material breach, which are outlined in red above, or any other provision of this Agreement (including any addendum hereto) that

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according to its terms would result in the termination of Tenants tenancy (iii) fails to pay rent as required by this Agreement; or (iv) has obtained possession of the Premises by fraud or misrepresentation.

AFTER HOURS EMERGENCIES, i.e. NO Water, Electric, or Heat CALL: (828) 963-5399. If calling after hours, please leave message at 963-5399 and we will get back with you ASAP.

TENANT AGREEMENT: I affirm that I am over 25 years of age and the authorized cardholder for the credit card on file. I also affirm that I agree 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 failure of Agent or the owner to comply with the Vacation Rental Act.

BY SUBMITTING A RESERVATION CABIN REQUEST, I ACKNOWLEDGE AND UNDERSTAND THE POLICIES AND PROCEDURES AS THEY ARE DESCRIBED ABOVE AND HAVE BRIEFED MY ENTIRE PARTY. SHOULD I HAVE ANY QUESTIONS REGARDING MY RESERVATION OR OTHER COMPANY POLICIES/PROCEDURES, I WILL CONTACT VALLE CRUCIS FARM.