

VACATION RENTAL AGREEMENT

[Note: REALTORS® using this form should review NCAR's "Vacation Rental Agreement Checklist" for additional information.]

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.

Real Estate Agency Fall Creek Vacation Rentals Beverly F. Thompson ("Agent")
Address: P. O. BOX 190 FLEETWOOD, NC 28626
Telephone: (336)877-3131 Fax: (336)877-3130 E-mail: FallCreek@Skybest.com

Tenant: _____ ("Tenant")
Address: _____
Telephone: _____ Fax: _____ E-mail: _____

Agent, as agent of the owner, hereby rents to Tenant, and Tenant hereby rents from Agent, the vacation property described below (referred to hereafter as the "Premises") on the terms contained in this Agreement.

1. Premises. City of _____ County of _____
Name of Premises: _____ Street Address: _____
Confirmation #: _____ Other Description: _____

2. Term. BEGINS: _____ ENDS: _____ (insert dates and times).

3. Rent. Tenant agrees to pay rent for the Premises in the amount of \$ _____ in accordance with paragraph 4 below.

4. Financial Terms.

Table with 6 columns: Description, Amount, Due, Description, Amount, Due. Rows include Advance Rent, Rent Balance, Reservation Fee, Trip Interruption Insurance*, Taxes**, NC SALES TAX, Security Deposit, Other Fees, PROCESSING, and TOTAL.

*If trip interruption insurance is not desired, deduct cost from Total above and initial here: _____. NOTE: Tenant's decision with respect to the purchase of trip interruption insurance will affect Tenant's right in the event of a mandatory evacuation. See paragraph 12 below.

**Tax rates are calculated as of the time of this Agreement. Tenant shall be responsible for payment of all applicable taxes according to rates in effect at the time of occupancy.

5. Disbursement of Rent and Third Party Fees. Tenant authorizes Agent to disburse up to fifty percent (50%) of the rent set forth in paragraph 3 above to the owner (or as the owner directs) prior to Tenant's occupancy of the Premises, and the balance of the rent upon the commencement of the tenancy, a material breach of this Agreement by Tenant, or as otherwise permitted under the Vacation Rental Act. Tenant agrees to pay a \$25.00 processing fee for any check of Tenant that may be returned by the financial institution due to insufficient funds or because Tenant did not have an account at the financial institution. Tenant also authorizes Agent to disburse prior to Tenant's occupancy of the Premises any fees owed to third parties to pay for any goods, services, or benefits procured by Agent for the benefit of Tenant, including but not limited to any fees set forth herein payable to Agent for reservation, transfer or cancellation of Tenant's tenancy.



REALTOR®

Tenant Initials

Agent Initials



6. **Security Deposit.** Any security deposit provided for in paragraph 4 above may be applied to actual damages caused by Tenant as permitted under the Tenant Security Deposit Act. In addition, Agent may deduct from the security deposit the amount of any unpaid long distance or per call telephone charges and cable television charges that are not specifically described in this Agreement (including any addendum hereto) as being included with the Premises. Agent shall apply, account for, or refund Tenant's security deposit within 45 days following the end of the tenancy.

7. **Trust Account.** Any advance payment made by Tenant shall be deposited in a trust account with -----AF BANK----- (name of financial institution) located at P. O. BOX 26 WEST JEFFERSON NC 28694-0026 (address). **Tenant agrees that any advance payment may be deposited in an interest-bearing trust account and that any interest thereon shall accrue for the benefit of, and shall be paid to, the owner (or as the owner directs) as it accrues and as often as is permitted by the terms of the account.**

8. **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 a smoke detector, 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. Tenant's breach of any duty contained in this paragraph shall be considered material, and shall result in the termination of Tenant's tenancy.

9. **Agent Duties.** Agent agrees to provide the Premises in a fit and habitable condition. If at the time Tenant is to begin occupancy of the Premises, Agent cannot provide the Premises in a fit and habitable condition or substitute a reasonably comparable property in such condition, Agent shall refund to Tenant all payments made by Tenant. **Agent shall conduct all brokerage activities in regard to this Agreement without respect to the race, color, religion, sex, national origin, handicap or familial status of any tenant.**

10. **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%/Rental/\$50 Min 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. Whether or not the Premises are re-rented, Tenant, rather than Agent, shall be responsible for seeking reimbursement of any fees paid by Tenant to Agent for goods, services, or benefits procured by Agent from third parties for the benefit of Tenant that may have been paid out prior to Tenant's cancellation.

11. **Transfer of Premises.**

- (1) If the owner voluntarily transfers the Premises, Tenant has the right to enforce this Agreement against the grantee of the Premises if Tenant's occupancy under this Agreement is to end 180 days or less after the grantee's interest in the Premises 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 Premises, the grantee or the grantee's agent is required to: (i) notify Tenant in writing of the transfer of the Premises, 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 Premises subject to the terms of this Agreement or receive a refund of any payments made by Tenant. However, if the grantee engages Agent to continue managing the Premises after the transfer, the grantee shall have no obligation under (i) or (ii) above if this Agreement must be honored under the Vacation Rental Act or if the grantee agrees in writing to honor this Agreement.
- (2) Upon termination of the owner's interest in the Premises, whether by sale, assignment, 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 Premises, 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.
- (3) If the owner's interest in the Premises is involuntarily transferred prior to Tenant's occupancy of the Premises, the owner is required to refund to Tenant all advance rent paid by Tenant (and other fees owed to third parties not already lawfully disbursed) within 60 days after the transfer.

Tenant Initials _____ Page 2 of 3 _____ Agent Initials _____

12. **Mandatory Evacuation.** If State or 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. However, Tenant will not be entitled to a refund if, prior to taking possession of the Premises, (i) Tenant refused insurance offered by Agent that would have compensated Tenant for losses or damages resulting from loss of use of the Premises due to a mandatory evacuation order, or (ii) Tenant purchased such insurance from Agent.

13. **Expedited Eviction.** If the tenancy created hereunder 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: (i) holds over in possession after Tenant's tenancy has expired; (ii) commits a material breach of any provision of this Agreement (including any addendum hereto) that according to its terms would result in the termination of Tenant's tenancy; (iii) fails to pay rent as required by this Agreement; or (iv) has obtained possession of the Premises by fraud or misrepresentation.

14. **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 the failure of Agent or the 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, alterations or improvements 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.

15. **Pets.** Unless otherwise specifically permitted in this Agreement (including any addendum hereto), no pets shall be allowed on the Premises. Tenant's breach of this provision shall be considered material, and shall result in the termination of Tenant's tenancy.

16. **Other Terms and Conditions.** _____

17. **Addenda.** Any addenda to this Agreement are described in the following space and attached hereto: FCVR Rental Policy - Addenda "A" 4pg.---Items Provided Addenda "B" 1pg., Invoice #1 and/or Invoice #2 1pg.----. Tenant agrees that Tenant has received and read any such addenda, and that they shall constitute an integral part of this Agreement.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION.

USE OF THIS FORM IS NOT INTENDED TO IDENTIFY THE USER AS A REALTOR®.

TENANT:

REAL ESTATE AGENCY:

_____ (SEAL)

_____ **Fall Creek Vacation Rentals**
[Name of Agency]

_____ (SEAL)

BY: _____
[Authorized Representative]

DATE: _____

DATE: _____
SAMPLE

SAMPLE

Fall Creek Vacation Rentals - Rental Policy

This is a legal binding agreement for a vacation rental property at Fall Creek Vacation Rentals for the specified property and dates on the attached Vacation Rental Agreement and/or invoice. Your payment of money or taking possession of the property after receipt of this agreement is evidence of your acceptance of our rental policy and your intent to use the property for a vacation rental.

Family Atmosphere. All rentals are to families and responsible adults 18 years of age and older. No "house parties", sororities, fraternities, or loud parties/music will be permitted. Any violation of this rule will result in an expedited eviction from the property without refund. We ask that you please respect not only our property, but also other guests who are also staying at surrounding properties during your stay, as we want to maintain the peace and quiet that everyone comes to the mountains to enjoy and experience.

Tenant/Responsible Party. The person in whose name the cabin is reserved will be held responsible for all occupants complying with rental policies, procedures and restrictions. The Tenant/Responsible Party must be physically present during the entire reservation period and no assignment or subletting is allowed. All payments, transfers, modifications, or cancellations to the reservation must be made by the Tenant/Responsible Party.

Damage/Security Deposit/Liability for Damages. Aside from normal wear and tear you will be responsible to pay Fall Creek Vacation Rentals for any actual damages to the property or its contents during your vacation residency. The property will be inspected for any damage, missing items, etc. after your departure. Any previously paid damage/security deposit will be returned to you provided that the property inspection does not reveal any damage, missing items, etc. and that the tenant has complied with all other provisions of the vacation rental agreement including all specified addenda. In lieu of the actual pre-payment of the damage/security deposit, specified in item # 4 of the Vacation Rental Agreement; Fall Creek Vacation Rentals may at their sole discretion accept for the tenant to submit a valid credit/debit card number to be charged for any necessary charges that would apply under the Vacation Rental Agreement and all specified addenda. The payment of money and or taking possession of the property after receipt of the agreement is evidence of the acceptance of the entire agreement and also constitutes the tenant/responsible party/card holder's authorization to charge the submitted card up to the amount specified in item # 4 of the Vacation Rental Agreement. Any charges made to the tenant/responsible party are not to exceed the actual damages and or expenses in order to return the property to the condition when the tenant received the property at the beginning of their occupancy. Nothing herein should be construed or interpreted that the damage/security deposit amount specified in item # 4 of the Vacation Rental Agreement is the monetary limit of liability on the part of the tenant/responsible party. Should the necessary charges exceed the pre-authorized amount specified in item # 4 Fall Creek Vacation Rentals shall seek further reimbursement from the tenant/responsible party. Please allow up to 45 days for this process.

Entry. From time to time, it may be necessary for us or our representative to enter the cabin during reasonable hours for any purpose connected with the repair, care or management of the property. Should this become necessary during your stay we would make every effort to notify you in advance.

Maintenance/Mechanical. All equipment, appliances, hot tubs, TV's, VCR's, DVD's, etc. in our rental units are well maintained and in good working order. However, unexpected breakdowns can occur at any time, please report any problems to our office promptly. Every effort will be made to resolve the problem as quickly as possible. No refunds/credits will be made for equipment failures, as they are beyond our control.

Locked Areas. Any locked areas are reserved for the storage of the private property/supplies of Fall Creek Vacation Rentals. These areas are absolutely not included in this rental.

Substitution. We reserve the right to substitute accommodations if circumstances require.

Cabin Capacity. Please check the number of people each cabin accommodates as detailed on the invoice and on our brochure/website. This represents the **maximum number** of people, **including children** of all ages, allowed to stay in the cabin (**including any visiting guests**). No additional persons will be allowed to occupy the property in campers, vans, tents, etc. – Accommodates is intended to be defined as the maximum number of people that the cabin can accommodate considering all facilities such as cooking, seating, bathrooms, bedding, linens, number of exits in case of fire, etc.

Pets. Sorry, pets are **not allowed** in any of our vacation rental properties. Violation of this rule is grounds for an expedited eviction without refund. Under these circumstances, Tenant will be charged if additional cleaning, exterminating, or repairs of actual damages are necessary to return the cabin and/or it's contents to its original condition.

No-Smoking Policy. Smoking is not permitted inside the vacation rental property. Violation of this policy will result in additional charges for the actual cost required to return the property to its original condition. If cigarette butts are found on the premises of the property (i.e. in the yard), there will be a \$25.00 per hour fee for removal.

Cancellation by Owner. Fall Creek Vacation Rentals reserves the right to cancel any reservation without further notice should the tenant/responsible party commit a material breach of the Vacation Rental Agreement including all attached addenda. Any reservation cancelled because of a material breach will be terminated under the provisions of the cancellation policy.

Cancellation Policy. All reservations are final. There are NO REFUNDS or Date Transfers for weather conditions. Should you need to cancel your reservation, cancellations will be accepted by telephone and then must be formalized **in writing** by the Tenant/Responsible Party **within 5 days** to be eligible for any type of refund. Fall Creek Vacation Rentals will not, under any circumstances, release any rental time or seek any re-rental of cancelled rental time without prior written notice from the Tenant/Responsible Party. Once written notice is received, Tenant/Responsible Party has forfeited all reservation rights. The liability of the Tenant/Responsible Party for financial loss due to cancellation is the full dollar amount of the rental contract for the time period specified. The Tenant will receive a dollar for dollar credit for any time that is re-rented, less the cancellation fee (15% of the total rental amount, minimum of \$50.00) and any other administrative costs associated with the re-rental, such as overnight mail or wages of staff to meet last minute arrivals. In order to be fair to all of our customers there are no exceptions to our cancellation policy, so please do not ask. It will be the sole discretion of Fall Creek Vacation Rentals to determine if a partial re-rental is in the best interest of all parties, factors that will be considered is length of time available to attempt to re-rent the property prior to the arrival date, economic conditions, time of year, weather, etc. If any prepaid damage/security deposits have been made these would be fully refundable upon cancellation (as these pre-payments are to only be applied and/or retained for any actual damages/cost incurred by Fall Creek Vacation Rentals).

Date Transfer Policy. To be eligible for a date transfer, the request must be submitted & received **in writing at least 60 days in advance of arrival date (please, no exceptions)**. Transfer requests less than 60 days from arrival date are treated as a cancellation and would fall under the cancellation policy. Transfer request must be for same cabin as original reservation, same dollar amount (or more). New arrival & departure dates must be specified at the time the transfer request is made and must be within one year of original reservation date. If transfer is granted, subject to availability, a \$50.00 transfer fee will be charged at the time the transfer is processed. Only one date transfer request will be honored for each original reservation.

Trip Interruption Insurance: Protect your vacation investment against financial loss. We can not refund any money due to circumstances beyond our control (including inclement weather). Therefore we recommend that if traveling during months of inclement weather you consider purchasing "Trip Interruption Insurance". Trip Interruption Insurance also provides protection of your investment due to unforeseen circumstances, such as possible illness or accident as well as mandatory evacuations. To assist you with this, we have located two companies that offer competitive rates. Fall Creek Vacation Rentals is in no way affiliated with these or any other Trip Interruption Insurance companies.

Universal Travel Protection: 1-800-694-4311/website: www.utravelpro.com

Travel Insurance International: 1-800-243-3174/website: www.travelinsured.com

Travel Guard International: 1-800-826-4919/website: www.travelguard.com/travelinsurance/singletrip.asp

By tendering your rental money to Fall Creek Vacation Rentals and choosing not to purchase Trip Interruption Insurance, you are thereby rejecting Trip Interruption Insurance protection. Under the Vacation Rental Act, declining to purchase Trip Insurance will affect your refund should there be a mandatory evacuation.

Weather Policy: We can not be responsible for guaranteeing weather conditions in our immediate area, **there are no refunds for weather conditions, protect your investment with the purchase of Trip Interruption Insurance.** We will make all reasonable efforts to make your stay pleasant during adverse weather conditions. **Please remember that we do get rain, snow, fog and some warm days, these weather conditions are sometimes accompanied by acts of God and are out of our control and no refunds will be given.** **During winter months, come prepared to drive in snow and/or icy conditions! A four-wheel drive vehicle and/or snow chains may be needed to reach your cabin and to come and go during your stay. Guests must evaluate the conditions and provide these items if necessary. Severe winter weather conditions may not exist upon your arrival, however, winter storms may occur during your stay.** These severe winter conditions may apply to public & private roads in the area, which are cleared and plowed, however, we have no control over this.

Cabin Lockout, Lost Keys, Roadside Assistance; Disabled Vehicles, Transportation, etc. are not part of your rental agreement. Assistance by us, or a staff member, may be provided based upon availability and at an additional charge. If assistance is needed, we will do our best to assist you; however, we can not always guarantee the availability of either ourselves or staff members. If the tenant requires assistance and Fall Creek Vacation Rentals' personnel are unavailable and the tenant has to contact an outside vendor (i.e. locksmith, towing service, etc.) all expenses incurred are the tenant's responsibility.

Electrical Service. Electrical service in our area is extremely reliable. Blue Ridge Electric Membership Corp. supplies our electric/power and most outages are less a few hours in duration. However, this area like many other areas of the country can rarely be subjected to severe weather. Loss of electrical power due to these extreme conditions is beyond our control and no refunds/credits will be made for these types of inconveniences.

Long Distance Phone Calls. Telephones are included in our cabins for your convenience. There is no charge for local calls. Operator assisted and direct dial long distance calls are not available at the rental properties. Most customers are able to use their cell phones, however, depending on weather conditions or your cell phone carrier, service could be limited. We suggest that you bring a calling card or pre-paid phone card, which has an 800-access number for long distance calls.

Check In/Out. The check-in and the check-out time are noted on your invoice and also the Vacation Rental Agreement. Please, no early check-in arrivals unless previously approved, as we need sufficient time to clean/set-up your vacation rental unit. Tenant must vacate rental unit on the last day of tenancy before checkout time; **keys must be returned & left in the lock box at the rental property on the day of departure by the tenant.** If keys are lost or not returned to the lock box, you will be charged. Failure to check out on time will result in a monetary charge in an amount sufficient to defray actual damages/cost incurred by Fall Creek Vacation Rentals as a result of the breach (minimum of least \$50.00) for additional labor and administrative costs. **If for personal reasons you decide to checkout before your scheduled departure date please contact our office and notify us of your early departure. There are no refunds or credits for early departure or unused time.** After an early departure should you then wish to return to use any remaining portion of your reservation, (within the same date/time period as covered in your original reservation) it will be subject to availability and an additional processing fee, (as once you have departed we do clean and set up for the next customer).

Personal Items Left. We are not responsible for personal items left behind. Please be sure to double check your cabin prior to departure. If we are asked to return personal items to you, there will be a minimum \$25.00 administrative fee in addition to shipping charges or special packaging, which will be charged to you. Items found are only kept for 10 days.

Cleaning. Your rental fee includes a basic departure cleaning, as listed below. We ask that you treat the property as if it were your own. Please leave it clean, neat and undamaged. Guests are expected to follow the **checkout procedures**, additional charges will be added if checkout procedures are not followed. The checkout procedures are included in this addenda and are also posted in the rental property for your convenience. The departure cleaning would be the appropriate amount of labor time needed to restore the cabin to it's original condition (the condition in which you received the cabin upon your check-in). The labor time needed to perform this could vary; however, it would be a reasonable and appropriate amount of time depending on the number of occupants as well as the length of the rental stay. The maximum labor time included in the rental fee is four (4) labor hours. If additional time is required to return the cabin to it's original condition or if additional time is required from the tenants failing to follow the checkout procedures, the labor time will be charged in an amount sufficient to defray actual damage/costs incurred by Fall Creek Vacation Rentals (currently \$25.00 per labor hour). You will also be subject to a \$25.00 administrative service charge for processing.

Hot Tubs. There are hazards associated with the improper use of the hot tub as well as the improper supervision of children using or in the area of the hot tub (including the possibility of drowning). It is the tenant/responsible party's responsibility to ensure that all guests are advised on the safe and appropriate use of the hot tub. Pregnant women, elderly persons, and persons suffering from heart disease, diabetes, or high or low blood pressure should not enter the spa/hot tub without prior medical consultation and permission from their doctor. Do not use the spa/hot tub while under the influence of alcohol, tranquilizers, or other drugs that cause drowsiness or that raise/lower the blood pressure. The tenant/responsible party and all other occupants shall be responsible and liable for any injuries to themselves as well as to any children that are under their supervision. Unsupervised use by children is prohibited. Hot tubs are not recommended for children under five years of age. Please use good parental discretion depending on the age and ability of your children. If there are any questions regarding the proper use of the hot tub, please contact our office. The chemicals have been set appropriately for the hot tub upon your arrival. Do not add anything to the water including chemicals, soaps, bath oils, bubble bath, etc. Persons using the hot tub should shower before entering. Enter and exit slowly. Observe reasonable time limits (10-15 minutes), then leave the water and cool down before returning for another brief stay. Long exposure may result in nausea, dizziness, or fainting. Keep all breakable objects out of the tub area. Do not use body oils, lotions or creams in the hot tub. Do not turn the hot tub off. Hot tub covers must be secured over the hot tub at ALL TIMES when not in use. Do not sit/stand on the covers, as they will break and you will be charged for a replacement. Do not place any items in the hot tub, i.e. cups, bags, cigarettes, etc. as these items can clog the filter, causing damage. Any misuse of the hot tub such as bubble bath, candle wax, excessive dirt (such as mud/dirt from occupants going in and out), or using the tub as a bathtub thereby causing an extra draining/cleaning will result in an additional cleaning fee of a minimum of \$50.00.

The rental fee that you pay includes a basic departure cleaning of the following items:

- Cleaning and sanitizing bathrooms and kitchens.
- Hot tub maintenance (cleaning and chemicals).
- Garbage picked up after your stay (or during if needed).
- Floors mopped and vacuumed.
- Washing/drying of linens (beds made & towels placed in appropriate locations).
- Initial supply of trash bags, toilet tissue, dish/dishwasher soap & bar soap.

Check-out Procedures

Fireplace: Firewood is provided for your enjoyment. **DO NOT CLEAN THE FIREPLACE DURING YOUR STAY OR UPON YOUR DEPARTURE. Our housekeeping staff will safely remove the ashes. Do not throw any hot/burning logs in the woods outside of your cabin as it may cause a forest fire.**

Dishes/cookware: All cabins are furnished for normal housekeeping with dishes, glassware, silverware, and cookware. All items are to be left clean and returned to the appropriate cabinets. Please do not leave any dishes in the dishwasher (clean or dirty) or return any items to the cabinets wet. Extra charges may be added if dishes/cookware are not cleaned and returned to appropriate areas.

Garbage: Since there is no garbage pick-up in the area, we must remove and transport the garbage to the local dumpsters. Therefore, we ask that you place all garbage in securely tied bags and place them in the plastic trashcan provided outside your cabin. We ask that you do not throw loose garbage in the can, as it must be re-bagged for transportation. Please use the tie down straps as they prevent critters from getting in the garbage and creating a mess. Do not place any broken glass/bottles in the garbage can.

Gas Grills: Please clean after use. There is a spare propane tank with each gas grill. If there should be the one attached to the grill need replacing. If you change the tank during your stay, please place the empty one out on the deck so it will be obvious to our staff and we can have it refilled.

Floors/Porches: Please broom sweep, if excessively dirty.

Windows/Doors: Securely locked.

Return of Items: All items such as blankets, folding chairs, furniture, games, etc. must be returned to the appropriate location.

Appliances: Check all appropriate appliances, i.e. coffeemaker & stove to make sure they are turned off after use.

Linens: Linens are provided for your convenience – sheets, towels, blankets, etc. You do not need to wash any of these items upon checkout, as this is included in your rental. Please do not take any of our linens home with you as most belong to matched sets. You will be charged for any missing items or the entire set if satisfactory matching replacements can not be purchased. Do not bleach our colored linens or throw rugs, you will be charged if these items are damaged with bleach.

Please gather all dirty towels/sheets and place them in the bathtub where the washer/dryer is located.

Failure to follow the check-out procedures can result in additional charges being placed on your account.

The Vacation Rental Agreement together with all of the specified attached addenda constitutes the entire agreement of the parties. There are no other representations or provisions other than those contained in the agreement.

Parties agree that in the event of a dispute the agreement will be interpreted in accordance with North Carolina law. Parties agree that the agreement is considered as having been entered into in the county where the rental property is located and that in the event of a dispute that the parties agree that any legal action may only be instituted in the county where the rental property is located.

The Vacation Rental Agreement together with all of the specified attached addenda is a legally binding agreement. The tenant/responsible party is urged to review all documents carefully and in their entirety. If tenant/responsible party is unclear as to the full legal ramifications of this agreement the tenant/responsible party may want to seek legal advice from their attorney.

Timothy & Beverly Thompson are licensed real estate brokers in the state of North Carolina, we are also Realtors® (members of the National Association of Realtors) and as such our business practices are governed by existing laws as well as the Realtors® Code of Ethics.

ITEMS PROVIDED & ITEMS YOU MAY WANT TO BRING

Items included with your rental @ Fall Creek Vacation Rentals:

Kitchens are fully equipped with the following: refrigerator, stove, dishwasher, microwave, cookware, dishes, utensils, can opener, toaster, coffee pot and filters, hand mixer, blender and many more smaller items.

Dish Soap/Dishwasher Soap – Initial supply provided

Kitchen Trash bags – Initial supply provided

Small bars of hand soap provided at each sink

Washer/Dryer

Ironing board/Iron

Gas grill (gas provided)

All linens: sheets, towels, pillows and blankets are provided for the capacity of the cabin.

Pre-split firewood is provided as well as a wood splitter for those who would like to have smaller pieces available.

Items you may wish to bring with you:

Kitchen/Bathroom/Laundry Items:

Paper products – napkins, paper towels, paper plates/cups, foil, tissues, extra toilet tissue

Laundry soap, fabric softener/dryer sheets

Spices (salt, pepper, etc.)

Personal products – hair dryer, shampoo/conditioner, soap, toothpaste, etc.

Fireplace:

Starter logs and or newspaper.

Miscellaneous:

Sunblock

Flashlight - especially important for arrivals after dark for entering key code for entry.

Camera/Film

Walking/Hiking: appropriate shoes/clothing

Calling card or pre-paid phone card with an 800 access number for long distance calls.

Outdoor folding sports/camping chairs for use around the facility/area.