

“AT THE TOP”
VACATION RENTAL AGREEMENT
PLEASE PRINT AND SCAN BACK TO info@betweenthefalls.com

This Short Term Rental Agreement (the "Agreement") is made by and between ARTHUR and DEBRA LLOYD ("the Homeowner") and _____ ("the Guest) as of the date last set forth on the signature page of this Agreement. For good and valuable consideration, the sufficiency of which is acknowledged, the parties hereby agree as follows:

1. The property is furnished and includes bed linens/blankets, bath towels/washcloths, kitchen utensils/cookware, refrigerator/stove/microwave/dishwasher/washer/dryer. Small amounts of paper products, toilet paper, trash bags, detergent for the dishwasher & washer are provided. If additional supplies are needed the Guest must provide.

2. Rental Party: The rental party shall consist of Guest and the following persons listed below ONLY. A copy of the person making the booking Drivers License is required. The Guest booking is 30 years old or older.

- a. _____ b. _____
c. _____ d. _____
e. _____ f. _____
g. _____ h. _____
i. _____ j. _____
k. _____ l. _____

3. **Maximum Occupancy:** The maximum number of guests is limited to the above written names ONLY. NO additional persons shall be allowed. Any additional persons on the property at anytime for any reason shall result in a claim against the Guest. Guest agrees to be responsible for ensuring that maximum permitted occupancy of the Premises is not exceeded during the term of this Agreement and should contact Landlord with any questions regarding permitted occupancy of the Premises.

This home was built by professionals for professionals it is Not a Party House.

4. Term of the Lease: The lease begins at 4:00 p.m. on _____ and ends at 10:30 a.m. on _____
The property is available by KEYPAD: Code will be given one week before stay.

5. Guest Duties. Guest hereby warrants that Guest is an adult of 30 years old or older and that Guest will occupy the Premises during the Term of the tenancy created hereunder.

Guest agrees to comply with all obligations imposed by the Vacation Rental Act on Guest with respect to maintenance of the Premises, including but not limited to: (i) 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 Guest uses; (ii) not deliberately or negligently destroy, deface, damage, or remove any part of the Premises or knowingly permit any person to do so; and (iii) notifying Landlord of the need of replacement of or repairs to a smoke detector.

Guest shall not disturb, annoy, endanger, or interfere with neighbors, nor use the premises for any unlawful purposes, nor violate any law or ordinance, nor commit waste or nuisance upon or about the premises.

Guest agrees to abide by the Rental Rules attached as Exhibit A at all times while at the property and shall cause all members of the rental party to abide by the Rental Rules at all times while at the property.

6. Landlord and Owner Duties. Owner/Landlord shall conduct all activities in regard to this agreement without respect to the race, color, religion, sex, national origin, handicap, familial status, sexual orientation or gender identity of any guest. Owner is required to provide the Premises in a fit and habitable condition.

7. Hot Tub. Guest hereby acknowledges that if the property they have reserved includes a hot tub, the undersigned is fully aware that the hot tub and surrounding patio/deck can be dangerous; that the deck/patio can be slippery when wet and that injury is likely to occur to anyone who is not careful. With full knowledge of the facts and warnings, the undersigned accepts and assumes all risks involved in or related to the use of the hot tub and deck/patio areas. Please report any maintenance issues as soon as noticed. It is extremely dangerous for children, pregnant women and people with certain health issues to be in and around hot tubs and swimming pools. If you choose to allow any of the above to be in or around hot tubs and swimming pools, you do so at your own risk and agree to hold the Landlord and Owner harmless.

8. 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. Guest may be evicted under such procedures if Guest: (i) holds over in possession after Guest'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 Guest's tenancy; (iii) fails to pay rent as required by this Agreement; or (iv) has obtained possession of the Premises by fraud or misrepresentation.

9. Indemnification. Guest agrees to indemnify and hold harmless Landlord and Owner from and against any liability for personal injury or property damage sustained by any person (including Guest's guests) as a result of any cause, unless caused by the negligent or willful act of Landlord or Owner, or the failure of Landlord or Owner to comply with the Vacation Rental Act.

10. Access: Guest shall allow Homeowner or its agent access to the property for purposes of repair and or inspection. Homeowner shall exercise this right of access in a reasonable manner.

11. Assignment. Guest shall not assign this Agreement or sublet the Premises in whole or part without written permission of Landlord.

12. Governing Law. The parties agree that this Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina. In the event of any dispute, legal action may only be instituted in the county where the Premises is located.

13. Use of Electronic Means and Notice. The parties agree that electronic means may be used to sign this Agreement. Any notices required or authorized to be given hereunder or pursuant to applicable law may be hand delivered to the Guest at the address of the Premises and to the Landlord address.

14. Attorney Fees. If any party initiates legal proceedings to enforce its rights under this Agreement, the substantially prevailing party shall be entitled to reimbursement of its reasonable attorney fees, costs, expenses and disbursements from the other parties.

15. Severability. If any provision in this Agreement is deemed invalid, then the remaining provisions thereof will continue in full force and effect and will be construed as if the invalid provision had not been a part of this Agreement.

16. Final and Complete Expression. This Agreement is the final and complete expression of the parties. This Agreement may not be modified, interpreted, amended, waived or revoked orally, but only by a writing signed by all of the parties hereto.

Guest signature on this agreement is evidence of Guest acceptance of the agreement and your intent to use this property for a vacation rental.

SIGNATURE _____ DATE _____

RENTAL RULES EXHIBIT A

1. ENJOY YOURSELF AND MAKE FOREVER MEMORIES!!
2. For security purposes we have installed an outside camera only.
3. Upon booking, a copied Driver's License will be required for the Guest making the reservation, and a rental agreement is to be signed and filled out with guest names and sent to info@betweenthefalls.com
4. NO other persons except those designated Guests that are named on the Rental Agreement are to be on the property at anytime for any reason. No other persons can "stop by".
5. No pets allowed.
6. Smoking is not allowed inside the home at any time.
7. Furniture : Do NOT move any of the furniture in any of the rooms.
8. Excessive Noise : Guests shall not create excessive noise at a level that disturbs neighbors; Neighborhood quiet hours are from 10:00 p.m. - 8:00 a.m.
9. Linens and bath towels are included in the home. We do not permit towels or linens to be taken from the property. Guest must provide their own towels or other accessories for use in any outdoor activities.
10. Bears are known to frequent the area in search of garbage to eat. Any garbage must be disposed in plastic bags that have been closed and tied off and then stowed in the proper garbage dumpster located near the gated entrance.
11. Fireplace: The fireplace is a vented propane gas log fired firebox. Please do not throw any paper or other combustible materials in the fireplace. The glass fireplace front and screen can become VERY HOT! Serious burns can result from touching the glass. DO NOT remove any fireplace screens from the front of the fireplace and keep children away from the fireplace.
12. Water and Septic: The property is in a rural area and does not have municipal water and sewer services. Instead, the property utilizes a well and septic system. Please DO NOT FLUSH anything other than toilet paper. No "feminine products" or "flushable cleansing cloths" should be flushed at anytime. No food to be put down the garbage disposal.
13. Hot Tub: Water level must be maintained to the bottom of the headrest. (The hose is right by the hot tub on the side of home.) Individual sanitary packets are provided in the laundry room. Please place one in the hot tub after each night's use. The North Carolina rules for a use of a Hot Tub are posted by the Hot Tub and are to be followed at all times. No food or glass are to be in or near the Hot Tub. (There are plastic wine glasses provided for the Hot Tub.) Children MUST be supervised. NO sitting or laying on top of the Hot Tub Cover.
14. The property is privately owned: The Homeowner is not responsible for the loss of personal belongings or valuables of the Guest party. The Homeowner is not responsible for any accidents, injuries or illness that occurs while on the premises or its facilities. By accepting this reservation, it is agreed that the Guest party are expressly assuming the risk of any harm arising from their use of the premises or others whom they invite to use the premise.
15. Skis: All skis and ski boots are to remain outside on the first floor deck. They scratch the floors inside.
16. Pool Table: No sitting or standing on the pool table. No food or drinks on the pool table. All children must be supervised while playing on the pool table.
17. Limited Parking : No more than 3-4 (depending on size) vehicles are recommended; There is free off site parking in the same community if more vehicles are needed. Chains or 4 wheel drive vehicles are recommended during the winter months. There are NO refunds given if you are not able to access the property.
18. Departure: Please refer to the the departure list on the refrigerator (1) lock all doors and windows (2) load and turn on the dishwasher (3) leave no food of any kind in refrigerator/freezer or in the home. (4) Hot Tub heat must be set at 85 degrees (5) house thermostats set as posted (6) All trash must be put inside of the pump house, located at the top of the driveway. BBQ Grill (if chose to use it) to be cleaned and propane turned off.
(No need to strip the beds or do anything else) THANK YOU!
19. PLEASE NOTE: The fireplace is a remote gas fireplace and is meant for ambience. No hassle of buying wood or lighting. A full tank is provided. It will give 10-12 hours of use. If additional is desired, there is a tank swap at Lowes.

SIGNATURE _____ DATE _____