

**“LAUREL MIST”**  
**VACATION RENTAL AGREEMENT**  
PLEASE PRINT AND SCAN BACK TO [info@betweenthefalls.com](mailto:info@betweenthefalls.com)

This Short Term Rental Agreement (the "Agreement") is made by AEL SOLO 401K TRUST ( "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. Recitals Incorporated. The foregoing recitals are incorporated herein by reference into this Agreement as though set forth at length.

2. The property is furnished and includes bed linens and blankets, bath towels and washcloths, kitchen utensils and cookware, refrigerator/stove/microwave/dishwasher washer and dryer. Small amounts of detergent are supplied for the dishwasher and washer. If additional detergent is needed the Guest must provide.

3. Rental Party: The Guest booking is 30 years old or older. A copy of the Drivers License of the one who made the booking.

- a. \_\_\_\_\_
- b. \_\_\_\_\_
- c. \_\_\_\_\_
- d. \_\_\_\_\_
- e. \_\_\_\_\_

4. Maximum Occupancy: The maximum number of guests is limited to the above written names ONLY. NO additional persons shall be allowed. 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.

5. Term of the Lease: The lease begins at 4:00 p.m. on \_\_\_\_\_ and ends at 11:00 a.m. on \_\_\_\_\_ The property is available by KEYPAD: Code will be given one week before stay.

6. 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.

7. 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.

8. 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.

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. 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.

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. No pets allowed on the property

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](mailto:info@betweenthefalls.com)

4. No other persons except those designated guest that are named on the Rental Agreement are to be on the property at anytime.

5. No Smoking

6. The property is privately owned: the Homeowner is not responsible for any accidents, injuries or illness that occurs while on the premises or its facilities. The Homeowner is not responsible for the loss of personal belongings or valuables of the Guest party. 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.

7. 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.

8. Limited parking. No more then 2 vehicles are recommended. Chains or 4 wheel drive vehicles may be necessary during the winter months. There are NO refunds given if you are not able to access the property.

9. We do not permit towels or linens to be taken from the property for any reason. Guest must provide their own towels or other accessories for use with pool, hiking or any outdoor activities.

10. 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 screen can become VERY HOT! serious burns can result from the screen. DO NOT remove any fireplace screens from the front of the fireplace and keep children away from the fireplace.

11. All skis and ski boots are to remain outside on the deck. (Please do Not bring them in the home. They scratch the floors)

12. When vacating the home there will be a reminder list for departure of things to do located on the refrigerator. (1) Lock all doors and windows. (2) Please leave no food of any kind in refrigerator/freezer or in the home. ALL garbage must be disposed of. The garbage cans are outside the home and an additional in-ground can at the end of the driveway. (3) Load and turn on the dishwasher. (4) Leave kitchen faucet on a very low stream so the pipes don't freeze during the cold months. No need to strip beds or do anything else. Thank you!

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GUEST

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DATE