**VACATION RENTAL AGREEMENT**

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**:

(“Agent”)

Address:

Telephone:

Fax:

E-mail:

**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.

AGENT SHALL CONDUCT ALL BROKERAGE ACTIVITIES IN REGARD TO THIS AGR M NT WITHOUT R SP CT TO THE RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, HANDICAP, FAMI IAL STATUS, SEXUAL ORIENTATION OR GENDER IDENTITY OF ANY TENANT.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| 1. | **Premises.** City of |  | County of |  |  |
|  | Name of Premises: |  | Street Address: |  |  |
|  | Confirmation #: |  | Other Description: |  |  |
|  | Occupancy Limit: |  |  |  |  |
| 2. | **Term.** BEGINS: | (date) at | (time) ENDS: | (date) at | (time). |
| 3. | **Rent.** Tenant agrees to pay rent for the Premises in the amount of $ | in accordance with paragraph 4 below. |
| 4. | Tenant Representation. Tenant represents and warrants that Tenant is at least | years old and that Tenant |

will occupy the Premises during the Term of the tenancy created hereunder.

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 4. **Financial Terms.** |  |  |  |  |  |  |  |  |  |  |
|  | Description: | Amount: | Due: | Description: | Amount: | Due: |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | Advance Rent | $ |  |  |  | Security Deposit | $ |  |  |  |
|  | Rent Balance | $ |  |  |  | Cleaning Fee | $ |  |  |  |
|  | Reservation Fee | $ |  |  |  | Other Fees: |  |  |  |  |
|  |  |  |  |  |  |  |  |  | $ |  |  |  |
|  | Taxes:\* |  |  |  |  |  |  | $ |  |  |  |
|  |  |  | $ |  |  |  |  |  | $ |  |  |  |
|  |  |  | $ |  |  |  | **TOTAL** | $ |  |  |  |

\*Tax rates are calculated as of the time of this to rates in effect at the time of occupancy.

greement. Tenant shall be responsible for payment of all applicable taxes according

**Trip Interruption Insurance.** mount:

If trip interruption insurance is desired, initial here:

dd amount for trip insurance to total above.

**NOTE: TEN NT’S DECI ION WITH RESPECT TO THE PURCHASE OF TRIP INTERRUPTION INSURANCE WILL AFFECT TENANT’S RIGHTS IN THE EVENT OF A MANDATORY EVACUATION. SEE PARAGRAPH 13 BELOW.**

1. **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

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**North Carolina Association of REALTORS , Inc.**

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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 $35.00 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 todisburse 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.

1. **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.
2. **Trust Account.** Any advance payment made by Tenant shall be deposited in a trust account with

(name of financial institution) located at (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.***

1. **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: (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 Tenant uses; (ii) not

deliberately or negligently destroy, deface, damage, or remove any part of the remises or knowingly permit any person to do so; and (iii) 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 remises for any activity or purpose that violates any criminal law or governmental regulation and may use the Premises for residential purposes only. 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**. Occupancy Limits**. Unless otherwise stated in paragraph 1, occupancy of the remises shall be limited to two persons per bedroom, including family, children and Tenant guests. Bedding arrangements in the remises are portrayed only to illustrate possible

sleeping arrangements and may not be taken as a representation of permitted occupancy. Tenant 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 Agent with any questions regarding permitted occupancy of the remises.

1. **Agent Duties.** Owner is required to provide the Premises in a fit and habitable condition. If at the time Tenant is to begin occupancy of the Premises, the Premises are not in a fit and habitable condition and Agent cannot substitute a reasonably comparable property in such condition, Agent shall refund to Tenant all payments made by Tenant**.**
2. **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 $ 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 gent, shall be responsible for seeking reimbursement of any fees paid by Tenant to Agent for goods, services, or benefits procured by gent from third parties for the benefit of Tenant that may have been paid out prior to Tenant’s cancellation. **NOTE:** Trip interruption insurance may provide coverage for losses incurred by Tenant in the event of a cancellation.

12**.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 greement unless the grantee agrees in writing to honor this Agreement. If the grantee does not honor this greement, 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.

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1. 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.

1. **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.
2. **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 Agree ment; or (iv) has obtained possession of the Premises by fraud or misrepresentation.
3. **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.
4. **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.

1. **Other Terms and Conditions.**

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

19**. Addenda.** Any addenda to this Agreement are described in the following space and attached hereto:

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Tenant agrees that Tenant has received and read any such addenda, and that they shall constitute an integral part of this Agreement.

20. Use of **Electronic eans; Notice.** The parties agree that electronic means may be used to sign this Agreement or to make any modifications the parties may agree to, and that any written notice, communication or documents may be transmitted electronically to any e-mail address, cell phone number or fax number used by the parties to communicate during the course of this Agreement. Any notices required or authorized to be given hereunder or pursuant to applicable law may also be mailed to Tenant’s address or hand delivered to the Tenant at the address of the Premises and to the Agent at the Agent’s address.

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**Revised 11/2019**

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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)

[Name of Agency]

(SEAL)

BY:

DATE: [Authorized Representative]

DATE:

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**STANDARD FORM 411–T**

**Revised 7/2019**

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**Welcome to the Western North Carolina Mountains!**

Please review and digitally sign or initial where indicated this document and the attached *NC Vacation Rental Agreement* and *Cancellation Policy / Departure Procedures*. After signing you will receive notification we receivedyour signed documents. You will receive your executed contract once Jo-Crowe-Joines, Broker, countersigns the documents. *It is the renter’s responsibility to advise all occupants within the property of our rental agreement guidelines.* Please email via VRBO or call (828) 837-9199 with any questions.

* **CHECK IN TIME** is 4:00 PM **at the Appalachian Land Company office**, 5510 West US 64, Murphy, NC 28906. ***To check-in, retrieve your Welcome packet inside the lockbox outside our office.*** Your Welcome packet will contain **one key** and **directions** to your vacation rental. **It will not be available before 4:00 PM**. Although we make every effort to ensure your property is ready at 4:00 PM, there may be instances beyond our control that cause check-ins to be delayed. In the event this happens, the key will be provided once the property is deemed ready for occupancy. No concessions, rate reductions and/or refunds will be made for postponed occupancy.

**Your Lockbox Code is** **. Your executed rental agreement includes this document with the lockbox**

**code and will be emailed prior to your check-in to the email address on your vacation rental agreement.**

**KEEP A RECORD OF THIS CODE.**

*Please be aware our rental homes are located in the mountains, and seasonal weather may affect road conditions, as well as listed amenities such as internet and TV.* Each cabin is stocked with a starter set of supplies (toilet tissue, paper towels); you will need to provide any additional supplies.

This property was checked, cleaned and disinfected prior to your check-in. Aside from normal wear and tear you will be held responsible for damages to the property and/or its contents during your vacation residency. We reserve the right, at our sole determination, to immediately terminate occupancy without refund for activity deemed detrimental to the property, the community, or which is in violation of our rules and regulations.

**\*\* DEPARTURE TI E** is promptly by 11:00 AM. ***To check out, please drop the key in the Lockbox outside our office*** (the same Lockbox where you picked up your Welcome packet). There will be a charge for lost or damaged keys (in addition to any rekeying fee), or if keys are not returned to our office at check-out. Shortly after check-out, the vacation rental will be inspected for damages and to ensure departure procedures were followed. The Security Deposit will be processed according to the terms of your contract and the Security Check Report.

We sincerely wish you an enjoyable visit to our Western North Carolina Mountains, and hope you consider making it your home, now or in the future. If you do, please contact us! Our experienced, friendly Realtors would love to assist you! Have a wonderful visit and thank you for choosing Appalachian Land Company for your vacation home rental and *all* your real estate needs!

Warmly,

*“The Mountains are calling and I must go! ~ John Muir*

**Info@AppalachianLand.com  www.AppalachianLand.com  828.837.9199  800.837.9199  Fax 828.837.9588**

**5510 West U.S. 64  Murphy, NC 28906**

*Member of Leading Real Estate Companies of the World®*

**APPALACHIAN LAND COMPANY**

5510 West US 64, Murphy NC 28906

(828) 837-9199

**OFFICE HOURS:** Monday through Friday 8:00 am – 5:00 pm

Saturday 9:00 am – 5:00 pm

CLOSED SUNDAY

**CABIN CHECK-IN: Not Before 4:00 pm at Appalachian Land Company**

**No Early Check-ins**. *Although we will do our best to ensure your cabin is ready by 4:00 pm, there may be instances that cause check-ins to be delayed. If this happens, we reserve the right to withhold keys from guests until the cabin is ready for occupancy.*

**CABIN CHECK-OUT:** 11:00 am

**LOCK DOORS** and return keys to the Appalachian and Company office lockbox.

**APPALACHIAN LAND COMPANY**

**MOUNTAIN CABIN RENTA S**

**ENHANCED CANCE** **ATION O ICY**

**CANCELLATION:** Appalachian Land Company/Mountain Cabin Rentals reserves the right to cancel any reservation without fees to the prospective renter. However, if the renter initiates the cancellation, reservations are subject to financial penalties in accordance with our cancellation policy.

**LAST MINUTE BOOKINGS: We do not accept bookings Friday, Saturday or Sunday for same weekend check-in, or on the business day before a holiday in order to ensure each cabin is prepared for our guests.**

To cancel a reservation**, the renter must cancel through VRBO** and call our office to notify our staff.

**CANCELLATION POLICY:**

* Renters who cancel **at least 30 days** before check-in will get back 100% of the amount they’ve paid.
* Renters who cancel **between 14 and 30 days** before check-in will get back 50% of the amount they’ve paid, plus

100% of any security deposit for damages.

* Renters who cancel less than 14 days before check-in will get back the security deposit only.

*Renters must cancel by 11:59 PM on the cut-off day before check-in to receive a refund. All times are specific to the rental property’s time zone.*

**Cancellation Policy applies to all reservations. Rescheduling may be allowed and must be arranged with our office.**

***No refunds will be given for early departures, delayed arrivals, reducing the number of nights with less than seven (7) business days’ notice, rescheduling due to inclement weather or any other condition or situation as outlined in the renter’s Vacation Rental Agreement.***

***T***enants Initials Agent Initials

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**APPALACHIAN LAND COMPANY**

**MOUNTAIN CABIN RENTALS**

**DEPARTURE PROCEDURES**

**Check-Out Time is 11:00 a.m.**

**RETURN ALL CABIN KEYS TO THE LOCKBOX OUTSIDE OUR OFFICE AT:**

**Appalachian Land Company**

**5510 West U S 64, Murphy NC 28906**

*Keys not returned to* ***our office lockbox*** *are subject to a non-return fee and locksmith charges as applicable*

**BEFORE CHECK-OUT P** **EASE:**

* **LOCK the cabin with all windows shut when you leave.**
* **Place all dirty dishes in dishwasher and turn on.**
* **Place only dirty towels, sheets & pillowcases in front of the washer.**
* **Bag all trash and place in the trash receptacle.**
* **Leave the home in neat condition, with surfaces and floors clear of food and debris.**
* **Double check to make sure you have all your personal items (including food).**

*We are not responsible for any personal items left at the rental. Tenant must contact our office and prepay for mailing any personal items left in the cabin after check-out.*

***We, along with the cabin owners, sincerely THANK YOU for your business. We hope you had a great stay! Please leave a favorable review on VRBO and Share this Cabin with your family and friends.***

***In business since 1985, we are here to service ALL your real estate needs!***

|  |  |
| --- | --- |
| TEN NT: | REAL ESTATE AGENCY: |
|  | Appalachian Land Company |  |
| Tenant’s ignature | Jo Crowe-Joines, Broker in Charge |
| D TE: | DATE: |



**Appalachian Land Company**

**Mountain Cabin Rentals**

**After Hours Emergency Contact: WILLIAM JOINES (336) 516-1857**

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