

## VACATION RENTAL CONTRACT ADDENDUM

Welcome to Lake Lure! We hope you have a wonderful experience here and will return to visit again in the future. Since you are staying in a vacation *home*, it is very likely that your neighbors will not be on vacation but will be living in their homes. Please be mindful of this and be sure to follow the golden rule as you make yourself feel at home in our mountain-lake community.

As a valued guest of our community, we want to bring some issues to your attention. First, be aware that the North Carolina Vacation Rental Act provides you with certain rights and protections. It's a good idea to familiarize yourself with its provisions. It's also a good practice to ensure that your landlord has sufficient commercial liability insurance to protect all parties during your use of the property.

Second, we would like to make you aware of a few local regulations designed to promote a safe and enjoyable experience for all.

### VACATION RENTAL STANDARDS

- **Maximum Occupancy Limits** - The maximum overnight occupancy limit for this home is \_\_\_\_\_ persons.
- **Designated Parking Area** - Vehicles must be parked only in designated areas on the vacation rental property. Parking in the roadway blocking the flow of traffic and parking on neighbor's property without permission are prohibited. Contact your rental's property manager for offsite, overflow parking options.
- **Hotline Availability** - A rental support hotline has been established for use by guests and neighbors. The number for this property is 828-625-9500. By law, this hotline must remain available for use 24 hours per day, 7 days a week.
- **Trash Disposal**. All household waste & trash must be placed in receptacles considered to be animal proof (e.g., durable with secured lids).

### FIRE PROTECTION FOR YOUR SAFETY

- **Fire Extinguisher and Evacuation Plan** - This home is equipped with working fire extinguishers and a posted evacuation plan. Removing any of these from their designated location is prohibited. Avoid storing items so as to block hallways, doorways, steps, entrances and exits.
- **Small Outdoor Fires** - When an area burning ban is in effect, bonfires are prohibited. Contact your rental home's property manager for information on any burning bans. Outdoor fires are only permitted in a place and manner approved by the Fire Chief.

### LAKE ACTIVITIES

- **Swimming** - Do not swim farther than 50 feet from shore unless accompanied by an observer in a boat.
- **Fishing** - A North Carolina fishing license is required and all state fishing regulations apply.
- **Boating** - If a boat is provided with this rental home, please ask for and review the pamphlet entitled "*Lake Regulations & Map*". If you wish to utilize your own boat on the lake, a permit is required and can be obtained at Town Hall or at the town marina.

### PERSONAL CONDUCT

- **Trespassing** - Venturing onto a neighboring dock or pier, boat house or property without the owner's permission is prohibited.
- **Noise** - Unreasonably loud noise is prohibited throughout the Town. Please observe quiet hours after 10p.m. and be aware that sound carries very far over a still lake.
- **Unruly Behavior** - Behavior deemed disorderly and causing a disturbance to the public is prohibited. These regulations will be strictly enforced.

I / we acknowledge having read this contract addendum.

\_\_\_\_\_  
Signature of Renter

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Renter

\_\_\_\_\_  
Date



## Vacation Rental Contract Addendum # 2

This attached Addendum to Distinctive Mountain Lodging ("Agent") Vacation Rental Agreement constitutes an integral part of the Agreement. To the extent that this Addendum is inconsistent with the preceding Agreement, the language provisions in this Addendum take precedence and control over the language and provision of the Agreement. Except as herein modified, the language and provisions of the Rental Agreement shall be binding as written.

**Tenant Duties.** Tenants must be paid in full 31 days prior to arrival and Security Deposit guaranteed by credit card at check-in before access to a rental home is given. Tenants are responsible for the cost of their entire confirmed stay. No refunds or credits will be given for early departures, inclement weather, road conditions, power outages, acts of God, criminal activities, economic downturns, political changes, or any other activity, event or condition beyond Agent's control. There will be no refunds, allowances, or rescheduling resulting from these conditions, except in the case of a mandatory. Tenant's signature on this Rental Agreement, or payment of money, or taking possession of the property after receipt of this Agreement, is evidence of Tenant's acceptance of this agreement.

**Tenant Restrictions.** Tenants must be at least 24 years of age. Absolutely no house parties, fraternities, sororities, or school groups! Our homes are rented to family groups and mature persons only. Any reservation obtained under false pretense will be subject to forfeiture of advance payment, deposit and/or rent, and the party will not be permitted to check in. Most homes have locked owner's closets or drawers, and these spaces are not included in the rental.

**Check-in and Keys:** Check-in is 4:00 - 7:00 pm only. One set of keys to vacation homes is kept in a lock box at the home and Tenants are provided with the access code at check-in. Check-out is by 10:00 am sharp and Tenant must return keys to lockbox upon departure. If keys are not returned to the lockbox on the day of check-out, Tenant will be charged \$50 for missing keys. **Late check-outs will be charged the appropriate daily rate.**

**Security Deposit:** We require a security deposit, which varies with the property, to ensure the faithful performance of our rental agreement and addenda. An imprint of your credit card and signature is taken at check-in for this Security Deposit. Upon departure, each property will be inspected and if there are no damages, loss or violation of policies, no charges will be applied to Tenant's credit card. Tenant's signature on the rental agreement or payment of monies authorizes the Agent to charge Tenant's credit card for any damages in excess of the security deposit (except normal wear and tear) to the property or its contents (including hot tubs and excessive cleaning or trash removal) incurred during the tenancy. Tenant will be notified no more than 45 days of check out if all or part of Tenant's security deposit is charged.

**Cancellations/Transfers:** In the event of a cancellation, Tenant will receive a refund of the advance rent deposit, less the \$25 reservation fee and a cancellation fee of \$50.00, if notice of the cancellation is received at least 60 days prior to the arrival date. For later cancellations, the deposit (less the \$50 cancellation fee and \$25 reservation fee) will be refunded ONLY if the home is re-rented for the same time period. If the home is not re-rented, NO REFUND WILL BE GIVEN. Trip Interruption Insurance can be purchased on the internet, which covers many reasons for canceling. We do not sell insurance, but suggest that tenants visit [www.insuremytrip.com](http://www.insuremytrip.com) for information on various travel insurance plans that are available. Requests for a transfer to another rental home must be made more than 60 days prior to arrival and tenant agrees to pay a \$75 transfer fee. A transfer made less than 60 days prior to arrival is treated as a cancellation.

**Liability.** Agent and Owners are not responsible or liable for any loss of Tenant's personal property or bodily injury or damage of any nature from any cause to Tenant (including Tenant's guests) unless caused by the negligent or willful act of the Agent or the Owner, or the failure of the Agent or Owner to comply with the Vacation Rental Act. Tenant understands and agrees that hiking, swimming, wading, fishing and canoeing are hazardous activities and Tenant and his/her guests openly assume the risks associated with such hazardous activities. Tenant(s) and their guests expressly agree to indemnify, defend, and hold harmless Agent, its officers and employees, Owners, and their successors and assigns for any claim arising out of or incident to their participation in any hazardous activities, unless claim is caused by the sole negligence or willful misconduct of Agent, its officers and employees, or Owners. Tenant(s) and their guests also further understand that it is a N.C. Wildlife & Fisheries requirement that each inhabitant in a watercraft must have a life vest in the watercraft, and that children under 13 must be wearing a life vest at all times.

**Additional Tenant Duties:** Tenant agrees to respect the owner's property by taking care of it as if it were his/her own. Tenant agrees not to rearrange the furniture or move any articles from their original position. If items are moved, Tenant agrees to return them to their original position before departure. Tenants are expected to keep the home neat during their stay. If a vacation home has a hot tub, special restrictions apply and tenants will be asked to sign a Hot Tub Agreement at check-in. Before departure, Tenant agrees to wash all dishes and put them away, bag all garbage and place in outside cans, and strip beds and place soiled sheets and towels in specified areas, and in general leave the property tidy. Additionally, if Tenant uses the outdoor grills, Tenant agrees to clean them after use and remove cooled ashes if appropriate. If gas grills are present, Tenants must turn off the gas at the propane tank. Failure to complete these items will result in an extra fee being deducted from Tenant's security deposit.

**Smoking policies. Smoking is NOT ALLOWED inside any vacation home.** If we find evidence of violation of the smoking policy, by signing this Agreement, Tenant agrees to authorize a \$150 charge to their credit card on file.

**Please immediately report inoperative equipment or cleaning issues to Manager.** Agent will make every effort to have repairs done in a timely manner during reasonable hours. However, mechanical failures of appliances, hot tubs, air-conditioning or heating systems are beyond Agent's control and no refund or rent reduction will be given for such failures. Cleaning issues must be reported within 90 minutes after check-in.

**Items left behind.** Neither the agent nor the owner is responsible for any items left behind in a rental home. Tenants must collect all personal articles prior to departure. If Agent is required to return any personal articles, Tenant authorizes a service charge of \$20.00 plus shipping to the credit card on file.

**Pets are not allowed in any of our properties.** If we find evidence that a pet has been on the property during your stay, you will forfeit your entire security deposit. If you are occupying the property when the pet is discovered, you will be asked to remove the pet immediately. If you chose to leave with the pet, no refunds of rent will be given.

I/we acknowledge having read this contract addendum.

Date: \_\_\_\_\_

Tenant: \_\_\_\_\_

Agent: \_\_\_\_\_