

Short Term Rental Agreement

148 Deerwood Drive, Lake Lure, NC 28746

This short term rental agreement (the “Agreement”) is made by and between James D. Miller, Jr. and Katherine Miller Fosnaugh (hereinafter referred to as “Owner”), and

_____ (hereinafter referred to as “Guest”) as 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 to as follows:

1. **Property.** The property is located at 148 Deerwood Drive, Lake Lure, NC 28746. The property is furnished and includes linens, towels, TV, high speed internet, two washers, two dryers, refrigerator, range, dishwasher, microwave, coffeemaker, pots and pans, and other basic furnishings of the home.
2. **Maximum Occupancy.** The maximum number of guests is limited to 16 persons. A guest is defined as a unique individual who enters the property during the stay. Guests may not be swapped out or exchanged during a stay. Guest must declare and confirm total number of individuals in group prior to stay.
3. **Term of Lease.** The lease begins at 5 PM on _____ (“Check in day”) and ends at 10 AM on _____ (“Check out day”).
4. **Rental Rules.** Guest agree 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 and anyone else Guest permits on the property to abide by the follow rules at all times while at the property.
5. **Town of Lake Lure Rules.** Guest agrees to abide by the rules attached as “Vacation Rental Contract Addendum” at all times while at the property and shall cause all members of the rental party and anyone else Guest permits on the property to abide by the follow rules at all times while at the property.
6. **Other.** This agreement shall be interpreted under North Carolina last and jurisdiction for any action to enforce any right under this agreement shall be in North Carolina with the venue for enforcement being Rutherford County, NC.

7. Cancellation policy. Host must be notified of all cancellations in email to thecedarhouseinfo@gmail.com. Guest will receive a full refund (less credit card processing fees if applicable) if the host is notified at least 90 days before scheduled stay. Guest will receive a 50% refund (less credit card processing fees if applicable) if Host is notified at least 60 days before scheduled stay. No refunds will be given if Host is notified within 60 days of scheduled stay.
8. Payment terms. Payments are due according to the following schedule and must be processed online through quickbooks online, stripe (on direct booking site) or via venmo @Katie-Miller-110 on or before their due date. Guest understands that reservation is not confirmed and calendar will not be blocked to other bookings until first payment is received.

	Amount		Due Date
35% of booking	TBD	At time of booking	TBD
35% of booking	TBD	90 days before stay	TBD
30% of booking	TBD	45 days before stay	TBD
Security deposit	1500 US\$	2 weeks before stay	TBD

9. Pontoon rental. If guest wishes to rent pontoon boat for their stay, a separate rental agreement and fee applies. This agreement does not allow for use of the pontoon.

Exhibit A - Rental Rules

By booking the property located at 148 Deerwood Drive, Lake Lure, NC 28746, you are agreeing to the Rental Rules below in their entirety:

1. Primary guest (guest who books) must be 27 years of age or older. Rentals to sororities, fraternities, and high school groups are specifically prohibited.
2. Maximum occupancy is 16 persons, including children and infants. Children must be supervised by at least one responsible adult at all times. Guests agree to not sublet or assign any portion of the premises. Guests will provide accurate guest count to host in advance of stay and notify host of any adjustments. No swapping or exchanging of guests are permitted.
3. No visitors. Only pre-registered guests are permitted. No other visitors are allowed on the premises.
4. Illegal occupant Fee. If guest is found to have an unregistered person and/or persons on the premises, guest is subject to a fine of \$250 (two hundred fifty dollars) per unauthorized person per day.
5. Cleaning Fee. A cleaning fee in the amount of \$350.00 (three hundred fifty dollars) is charged per stay to cover normal cleaning and housekeeping services. The fee is non refundable. If extra cleaning or excessive laundry is required, an additional rate of \$50 (fifty) per hour will be charged and/or deducted from the security deposit.
6. Security deposit. Guests pay and/or have a hold of \$1500.00 (one thousand five hundred dollars) placed on their credit card as a security deposit prior to their stay. The security deposit will be refunded to guest within two weeks of departure, less any incurred charges. The Owner reserves the right to pursue damages and charges beyond the security deposit if deemed necessary.
7. Door lock keypad codes. Guest will be given a keypad code for the mudroom entry door off sunroom. This code is solely for the use of authorized guests.
8. Check in/check out. Check in time is 5 PM. Check out time is 10 AM. Once the Guest has checked into the property or he/she has been given access to the interior of the property, Guest accepts the condition, size and configuration of the Rental Premises in as/is where/is condition and accepts full financial responsibility per this agreement. Upon check out, please leave all TV and remote controls in plain site.
9. Prior to departure. We require Guests to perform minimal pre-departure cleaning tasks. Please refer to check out procedures posted in home and delivered via email prior to stay.
10. No Pets/animals. Pets/animals are strictly prohibited.

11. No Smoking. Smoking is prohibited in all areas of the property, including the grounds, decks, boathouse, trail, and docks. Use of Vape or e-cigarettes are permitted on stone patio surrounding fire pit only. If guest is discovered to be in violation of this, they are subject to an immediate \$250 (two hundred fifty dollars) fine and may be immediately asked to leave the premises.
12. No fireworks or auxiliary cooking devices. The use of fireworks is strictly prohibited. Auxiliary cooking devices such as, but not limited to a fryer, a smoker, and/or a freestanding grill (other than the one provided at the property) are prohibited unless guests receives explicit written permission from Owner.
13. Fires. Fires are only permitted in the stone fire pit (located near main entry and waterfall). Fires are strictly prohibited in all other areas of the property, including, but not limited the trail, woods, driveway, and boathouse/docks.
14. No hanging of banners, signs, balloons, and/or decorations with tape or any other form of adhesive. Any tape residue, damage, etc. resulting from such acts will result in deductions from the security deposit.
15. Seasonal limitations. The indoor fireplace is unavailable from mid Spring to mid fall, approximately April through mid October. The outdoor waterfall is not operated from mid fall to mid Spring, approximately October to April. Boathouse furniture and umbrellas will be put away and stored for winter season, approximately October to April. These dates are subject to change based on weather conditions in a given year.
16. Trash. Once removed from the house, all household trash must be immediately placed in bear-safe outdoor trash cans at the top of the driveway. No loose trash such as cups, cans, take out bags, etc. can be placed in the outdoor cans without being placed in a proper trash bag. Guest also agrees to remove any food/beverage trash from the boathouse each day/night and deposit in bear-safe cans at main house.
17. No events or parties. Events or parties of any kind are strictly prohibited. If guest is discovered to be in violation of this, they are subject to an immediate \$1000 (one thousand dollars) fine and may be immediately asked to leave the premises.
18. Quiet Hours. Guest(s) agree to adhere to quiet hours from 10 PM to 8 AM daily. If found to be in violation of this, guest is subject to an immediate \$250 (two hundred fifty dollar) fine and may be asked to leave the premises immediately. No refunds will be issued.
19. Motorized boats. Motorized boats in the boathouse are not included in the rental. Guest agrees to not climb on, move the boats/lifts, or tamper with them in any way. Pontoon may be rented with a separate rental agreement and security deposit.

20. Moving furniture. Unless given expressed, written permission from the Owner, Guest agrees to not move furniture from their original locations. This includes, but is not limited to moving indoor furniture outside or vice-versa.
21. Use of bath fans and kitchen exhaust. Guest agrees to always use bath fans when showering and/or using the bath tub. Guest agrees to always use kitchen exhaust fan when cooking; exhaust fan is a downdraft and can be activated by pushing the button behind the gas range.
22. Private cabinets. Guest acknowledges that any cabinets marked with "private" are locked and will not be available to them during their stay. Guest agrees not to tamper with locks or cabinets in any way.
23. Walkways, Stairs, Decks, Docks, and Boathouse. The undersigned is fully aware that these can be dangerous, walkways/stairs/decks can be slippery, and that injury is likely to occur to anyone who is not careful. Guests should observe and adhere to all rules and policies posted at the property. With full knowledge of the above facts and warnings, the undersigned accepts and assumes all risks involved in and/or related to the use of walkways, stairs, decks, docks, and boathouse.
24. Appliances and Equipment. The unit is equipped with two televisions, two washers, two dryers, gas range, two ovens, two dishwashers, microwave, toaster oven, indoor refrigerator, outdoor refrigerator, air conditioning, furnaces, water heater, speakers, and any other equipment which are supplied at no extra charge as a convenience to the Guest, and are not integral to this Agreement. You agree that you are not entitled to a refund of any portion of the Rental fee in the event of malfunction or breakdown of any appliances or equipment. You must immediately notify Owners of any malfunction or break down. Please do not attempt to re-wire, unplug, change settings, reset, or modify appliances and/or equipment in any way.
25. Internet Services. The wireless network and TV services are provided as-is without any warranty whatsoever. You assume all risks and responsibilities for the use of the internet network. You also assume the liability for and entire cost of any damage resulting from your use of the network and the information accessed by the network. Under no circumstances will the Owners be liable for any damages resulting from your use or inability to use the network, the infection or download/upload of any virus, spyware, worm, offensive materials, copyright infringement, unlawful use, and/or any other related damage.
26. Security cameras on premises. Security cameras are on the exterior of the home and at main entry points on interior. There are no cameras in the private quarters of the home and no audio recordings of any kind. Cameras may be actively monitored to insure house rules are followed and the property is treated with respect. Any tampering with cameras can result in

immediate fine of \$500.00 (five hundred dollars) and guests may be asked to leave the premises.

27. **Parking.** Parking is restricted to the concrete paved driveway, gravel area to right of boat house access, and up driveway near boathouse. Tents, RV's, trailers, and buses are forbidden. Unless given explicit written permission from the host otherwise, guests are limited to six vehicles on the premises.
28. **Septic system.** Guest agrees to discard all feminine products, tissues, paper towels, floss, etc. in the trash; only potties and septic safe toilet paper may be flushed. Guest agrees to limit the use of garbage disposals by using mesh drain covers provided. Owner will provide two rolls of septic safe toilet paper per bathroom upon check in. If guests needs additional toilet paper, they agree to only use toilet paper marked as "septic-safe," such as Scott's.
29. **Malfunctions.** The Owners make every effort to insure that appliances, mechanical systems, electronic systems, and amenities are fully functional. In case of an appliance or equipment malfunction, efforts will be made to have them repaired as soon as possible. No refunds will be given for appliance, mechanical, or electronic malfunctions.
30. **Improper use of property.** This home is privately owned and we reserve the right to immediately evict without refund of the payment or deposit if the property is used for any unlawful purpose or if the property is being used improperly. Examples of improper use include, but are not limited to: "house party" with occupants higher than agreed to and/or excessive noise levels, if the reservation was made under false pretense, or if in our judgement, the Guest's occupancy may be detrimental to the property. Guest agrees to keep the noise level outside the home to respectable levels so as to not interfere with the peace and quiet of surrounding neighbors. Guests agree to act polite and civilized at all times, respecting the rights of the surrounding neighbors and community. In the event a non-authorized party or event takes place in the property, this Agreement is hereby terminated, Guests must immediately vacate the property, the entire rental amount and security deposit is forfeited, and Guest may be held liable for any costs associated with remediation of damages, including, but not limited to legal fees.
31. **Right to Entry.** We (owner and agents of owner) reserve the right to enter the premises at any time for the purpose of inspection, repair, and management. We (owner) will make reasonable efforts to advise the guests of any necessary entry in advance of these visits.
32. **Accessibility.** Guests are responsible for getting to the property. If this home is not available due to conditions beyond Owner's control, all deposits will refunded, but Owner will not be liable for any pecuniary or compensatory damages.
33. **Limitations of Liability.** By renting the property, Guests assumes all risks and liability for any damage done to person or property, agents, employees, and/or any visitors occasioned

buy the present or future condition of the premises, both latent and manifest. We are not responsible for any losses due to theft, items left behind, accidents, and/or injuries to Guest or visitors.

34. Owners not liable. Owners do not assume liability for loss, damages, or injury to persons or their personal property while at or near the property. Guest acknowledges and agrees that Owners are not responsible for any items of personal property that may be lost, stolen, or left behind in Property. Owners are not liable for any inconvenience arising from temporary defects or stoppage in supply of water, gas, electricity, and/or plumbing. Owners will not be held liable for any loss or damage caused by weather conditions, natural disasters, acts of God, or other reasons beyond their control. The foregoing notwithstanding, Owners will use good faith efforts to remedy any deficient condition within their control, within a reasonable time following notice from Guest. Guest agrees to comply with all instructions from Owners, and any advisory statement from local emergency authorities in the event of a natural disaster. Guest acknowledges and agrees that no refund or reduction of Rent will be given for: A) Any temporary unavailability, defects, or stoppage in utilities; B) Any inoperable or malfunctioning appliances or equipment; C) Shortened stays or ruined expectations resulting from inclement or unfavorable weather; D) Shortened stays or ruined expectations resulting from work, family emergencies, or other commitments.
35. Assumption of Risk. Guest acknowledges and agrees that Owners are not responsible for the safety of Guest, any other occupants of the property, and/or any persons from time to time present in the Property. Guest, all occupants of the property, and all other persons present in the property from time to time are responsible for their own safety and especially for the safety of their children and any elderly members of their party. Guests should maintain a safe environment while in the property by locking windows, doors, setting alarms when provided, etc.. Furthermore, Guest acknowledges and agrees that any homeowner's, renter's, or any other type of insurance that may be carried by the Owners in connection with the property, does not cover the personal property of Guest or any other occupants of the property. Guest is encourage to secure appropriate travelers or vacation insurance, if such coverage is desired.
36. Guest's liability. Guest agrees to accept liability from damages caused to the property (other than normal wear and tear) by Guest or anyone in the rental party or guests of said rental party, including, but not limited to landscaping damages, misuse of appliances, and/or damage to equipment. If damages are in excess of the security deposit held, Guest agrees to reimburse Owners for costs incurred to repair and/or replace damaged items.
37. Hold Harmless. Guest, for himself/herself, all authorized occupants of the Property, and all other persons from time to time present in the Unit during the period of the Guest's

occupancy, and for their respective heirs, assignees, executors, administrators, and agents, fully releases and discharges Owners from any and all claims, demands and causes of action by reason of death or injury, damage or loss of any nature whatsoever, whether to persons or property, whether caused by intentional acts or negligence, which has or have occurred, or may occur to the Guest, authorized occupants of the Unit, and any and all persons from time to time present in the Property, arising out of or in connection with this Agreement, or as a result of, or in connection with occupancy or the Property. Furthermore, Guest, for himself/herself, all authorized occupants of the Property, all persons from time to time present in the Property during the period of the Guest's occupancy, and for their respective heirs, assignors, executors, administrators, and agents, agrees to hold Owners free and harmless of any claim or suit arisen therefrom, provided however, the Owners shall remain liable for such damages to the extent that such damages were determined to be the direct result of Owner's gross negligence, where such damages were solely and directly caused by such gross negligence of Owners. In any action concerning the rights, duties, or liabilities of the parties to this agreement, their principals, agents, successors, or assignees the prevailing party shall be entitled to recover reasonable attorney fees and court costs.

38. Violation of terms. Should any stage in terms of this contract be violated, Guest reservation and security deposit will be forfeited in entirety. In addition, Guest will be liable for any additional costs resulting from violation(s).

39. Guest as subject of the law. Guest acknowledges that during the length of the rental period, Guests and his/her guests is/are subject to all State and Federal laws, County Ordinances, and City regulations valid within the jurisdiction where the unit is located. Owners are neither responsible to inform Guests of what these laws, ordinances and city regulations are, nor is the Owner to be held liable should Guest and/or others occupying with Guests permission who commit a crime, misdemeanor, felony or infraction (including parking infractions).

EXECUTION:

GUEST: _____ (signature)

_____ (date)

OWNER: _____ (signature)

Katie M. Miller Fosnaugh (name printed)

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 _____. By law, this hotline must remain available for use any time the property is used as a vacation rental.
- **Trash Disposal**. All household waste & trash must be placed in receptacles considered to be animal resistant (e.g., durable with secured lids).

FIRE PROTECTION FOR YOUR SAFETY

- **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

