

RENTAL CONTRACT

Between Lessee and Beach 2 Beech Vacation Rentals

1. **ARRIVAL AND DEPARTURE.** Check-in after 4:00 PM; Checkout before 10:00 AM. Lessee agrees to schedule arrival and departure accordingly as we CANNOT MAKE EXCEPTIONS due to heavy Cleaning, Maintenance and Inspection Schedules. Late check-in available with paid deposit. Late Check out is not available. Should tenant remain in unit beyond checkout time for any reason, a \$35.00 late checkout fee will automatically be imposed until 12:00 PM, therefore a full days rent shall be charged.
2. **LATE ARRIVALS.** If you arrive after business hours, there is a late arrival box near of the front door of the real estate side, where you will find a late arrival packet with your name on it. You will find directions and a key or key code enclosed in the envelope. Emergency numbers are also printed on the front of the late arrival envelopes.
3. **RESERVATION DEPOSIT.** A Reservation Deposit equal to one half of the total rental amount plus trip insurance and \$55 security deposit waiver is necessary to confirm a reservation or the reservation will automatically be canceled. Credit Card, phone deposits are necessary when you book your reservation. Balance for all reservations is due in full 15 days prior to arrival.
4. **AGE OF OCCUPANT.** Lessee must be 21 years of age or older.
5. **NO HOUSE PARTIES.** The Owner's Agent rents strictly to families and mature adults only. Absolutely No House Parties, Fraternities, Sororities, or Un-chaperoned Youth Groups allowed. No children will be allowed to check in without their parent(s). Parents must occupy the same property as children during the term of this agreement. Should a house party or group attempt to occupy the property by any device, they will be immediately evicted and/or admittance re used and the Reservation Deposit, Rent, and Security Deposit will be forfeited as liquidated damages, in addition to any right or remedy available by law.
6. **NO PETS.** Pets are not allowed in any of the rental properties without prior arrangements. Violation of this provision will result in immediate eviction and the Reservation Deposit, Rent, Security Deposit will be forfeited.
7. **THIRD PARTY AGREEMENT FUNDS.** At times, this management firm will enter into third party agreements for the benefit of our guest. Tenant will be entitled to a reimbursement of any fees paid to this management firm for goods, services, or benefits procures by the management firm from third parties for the benefit of the tenant that have not been paid out prior to cancellation
8. **DEPARTURE CLEANING.** To make your stay more enjoyable, Departure Maid Service is provided. See front of Contract for items that are not included in this cleaning for which you are responsible. Daily maid service is not available.
9. **CONDITION OF PREMISES.** The property you have rented is a privately owned dwelling with Beach 2 Beech Vacation Rentals acting solely as Owner's Agent. It is rented with the Property Owner's furniture and household furnishing or equipment. The Owner's Agent shall not be responsible for providing any additional furnishings or equipment. Owner and Owner's Agent shall attempt to maintain in good safe working order and all efforts will be made for timely repairs to electrical, plumbing, sanitary, heating, ventilating and other facilities and major appliances supplied by Owner/Agent. No Lessee incurred expenses shall be deducted from the rental fees. Properties are furnished for light housekeeping and basic needs. Please bring cookware and other "specialty" items with you.
10. **CONDITION OF AMENITIES.** Beach 2 Beech Vacation Rentals will make every effort to maintain on-site amenities in good working order. However, given the difficulty in repairing such items tenant understands that agent cannot guarantee all amenities to be working properly during length of stay. Tenants will not be entitled to refund should such a situation arise.
11. **LOCKOUTS.** If management is contacted after hours for a unit lock out guest will be charged a minimum of \$75.00. Any locksmith charges will be additional expense to guest.

12. **DAMAGE.** All tenants are required to maintain the leased property in accordance with Section 42A-32 of the VRA. Lessee accepts complete responsibility for all acts of their children, guests, and visitors and full responsibility for loss of any kind to the property during the Lessee's period of occupancy. Lessee authorizes Owner's Agent to repair damage from Lessee's misuse and to replace lost or damaged inventory and furniture items at Lessee's expense, payable upon demand.
13. **NOT ALLOWED.** The following are not allowed and constitute a breach of contract that will result in eviction, loss of deposit and/or rent, and possible fine and/or imprisonment: Loud noise or music; Fireworks (illegal in North Carolina); obnoxious, dangerous, or unlawful behavior; Pets; House Parties; Campfires, Commercial use of property, Campers, tents, or RV's; No use of the property that violates any criminal law or regulation. Exceeding published occupancy limitations; Removal of any item from the property. Smoking in any of the homes.
14. **TRANSFER OF PROPERTY BY OWNER** in accordance with Section 42A-11(b)(5). If this Rental Agreement is to end 180 days or less after recorded change of ownership, the tenant has no right to enforce this contract. If this Rental Agreement is to end more than 180 days after the recordation, the tenant has no right to enforce the terms of this agreement unless the new owner agrees in writing to honor the agreement. The Owner's Agent shall notify Lessee of the change in ownership and whether the Lessee has the right to either occupy the property or to receive a refund. Upon termination of the landlord's interest in the property, for any reason, all advance rents shall be transferred to the new owners account, within 30 days of the change of ownership. If this Rental Agreement is to end more than 180 days after recordation, the same 180-day rule as above shall apply.
15. **SUBSTITUTION AND CANCELLATION BY OWNER.** This Agency reserves the right to move any reservation should the original property booked become unavailable due to any unforeseen circumstances (i.e., sold, no longer in Rental Program, Owner's use, act of God., ect.). The Owner's Agent may provide the Lessee with substitute comparable accommodation without notice for the same period without liability, or breach of contract. If Owner's Agent is unable to provide substitute comparable accommodations, the Owner's Agent's liability shall be limited to refund of rents and/or deposits. If Owner's Agent locates an available unit at a higher price, tenant will be responsible for the difference in price.
16. **RIGHT OF ENTRY.** Owner's Agent, or his representative, shall have the right to enter the Property at reasonable hours for the purpose of making repairs or inspections. If the Property is listed for sale, the Lessee agrees to allow the unit to be shown by appointment.
17. **SUBLETTING OR ASSIGNMENT.** Lessee cannot sublet or assign the Rental Contract without the Owner's Agent's written consent.
18. **RULES, REGULATIONS, AND LAWS.** Lessee agrees to adhere to the Rules, Regulations, and Laws affecting the State, City, County, Home Owner's Association, Property, and Beach 2 Beech Rentals and assumes complete responsibility for the actions of the Lessee's guests, visitors, children, spouse, and/or relatives.
19. **NO SHOW.** The Property will be reserved by the Lessee until 12:00 PM for the day immediately following the arrival date on the front side of this contract. If the Lessee has not prepaid the balance due, or checked in by this time, the Owner's Agent shall have the right to cancel this Contract and pay Reservation Deposit to the Property Owner.
20. **LOST AND FOUND.** Owner's Agent will not be responsible for any personal items that are lost or left in the unit or on property.
21. **SUBJECT TO CHANGE.** Amenities, features, facilities, and bed arrangements are subject to change without notice or compensation. Changes can occur as a result of the sale of the Property, remodeling, replacement, and servicing, or mechanical failure.
22. **OWNER'S STORAGE.** Secured storage space is reserved for the Property Owner and is not included within this rental.
23. **NONLIABILITY AND INDEMNIFICATION OF OWNER'S AGENT.** Lessee agrees to indemnify and save harmless the Owner's Agent from any and all costs, expenses, legal proceedings, attorney's fees, suits, claims, or demands whether from loss of life, damage to personal property, theft, or injury to the Lessee, Lessee's family or guests, and/or visitors entering the Property or the building or the grounds in which the Property is a part, unless caused by negligent act of management firm or owner. Lessee waives all security provisions.

24. **DEFAULT BY LESSEE.** Lessee agrees that upon violation of any conditions, agreements, restrictions, covenants, and obligations of this Contract, the Owner's Agent may terminate this Contract and enter the Property by force or statutory proceedings, in which case any and all moneys paid by the Lessee will be forfeited by the Lessee as liquidated damages in addition to, and not in lieu of any right or remedy available under law.
25. **INTEREST BEARING ACCOUNT.** Lessee understands that deposit may be placed in an interest bearing account, and that any interest will accrue to the credit of Beach 2 Beech Rentals. Lessee will receive no interest, credit, or benefits from this account.
26. **LODGING AND SALES TAXES** applied are at the rate applicable. Current taxes shall be dispersed upon termination of tenancy or material breach of contract.
27. **DISPERSMENT OF FUNDS.** This agent will disperse to owner all funds remaining in trust account with regard to this reservation, upon commencement of tenancy, a material breach of contract by tenant or other occurrence set forth in Section 42A-16(a) of the VRA.
28. **Beach 2 Beech** Rental Management maintains escrow accounts in Highlands Union Bank, Banner Elk, NC.

Acceptable forms of payment are personal check, money order, visa and master card.