

VACATION RENTAL AGREEMENT

Owner: Willow Winds, LLC
Phone: [828-277-3948](tel:828-277-3948) - [800-235-2474](tel:800-235-2474)
Email: info@ashevillecabins.com

02/23/2012

TENANT: XXXXXXXX Telephone: XXXXXXXXXX Cell number: XXXXXXXXXX
ADDRESS: XXXXXXXXXXXXXXXXXX

Willow Winds, LLC, hereby rents to XXXXXXXX, and XXXXXXXX hereby rents from Willow Winds, LLC, for 7 nights the vacation property known as at Asheville Cabins of Willow Winds. We show you arriving on and departing on .

" 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. "

In consideration of the rent received and the mutual promises contained herein, Owner of the Willow Winds, LLC does hereby lease and rent to Guest such Rental Property under the following terms and conditions:

1. **Vacation Rental Act:** Guest hereby certifies that he or she has received and read information relative to the NC Vacation Rental Act. A copy of the NC Vacation Rental Act is available on the Owner website at www.ashevillecabins.com. Guest further agrees to abide by all the rules and regulations contained herein related to rental of the Rental Property described above.
2. **This agreement must be agreed to by email at the time of the reservations, and signed by guest at time of occupancy.** Guest's obligations include but are not limited to keeping the premises as clean and safe as the conditions of the premises permit and causing no unsafe or unsanitary conditions in the common area and remainder of the premises that Guest uses; and will notify Owner of the need of replacement of or repairs to a smoke detector, and replacement batteries as needed during occupancy. Guest agrees not to use the premises for any commercial activity or purpose that violates any criminal law or governmental regulation. Guest's breach of any duty contained in this paragraph shall be considered material, and shall result in the termination of Guest's occupancy with no refund of any kind.
3. **Payment:** 50% of the rental fee and taxes are due at the time of reservation. The balance is due upon arrival. Holidays (Christmas, New Year, and Thanksgiving) balances must be paid 30 days in advance of arrival. A Refundable Security Deposit of \$100 is required on all multiple cabin reservations. In Lieu of a Security Deposit on other rentals Owner reserves the right to charge guest's credit card for any damages to the cabin. All payments made by the guest will be deposited in an account maintained by BB&T of Asheville, North Carolina. In accordance with North Carolina law, disclosure is hereby given that the account is interest bearing with interest bearing to the benefit of the owner.
4. **Cancellations:** All cancellations will incur a \$25.00 processing fee. Cancellations made 30 days in advance of arrival date receive a 100% refund, minus the \$25.00 fee. Two weeks notice prior to arrival will receive a 50% refund. Under two weeks there is NO refund.
5. **Maximum Occupancy:** In no event shall the Rental Property be occupied by more persons than the capacity of subject property. More people may be allowed at the sole discretion of the owner

and with prior permission only. Only family groups and their guests are to occupy the Rental Property as required by Owner. No fraternities, school, civic or other non-family groups are allowed unless Owner grants prior approval. Guest hereby acknowledges and grants specific permission to Owner to enter premises at any time for inspection purposes should Owner reasonably believe that Guest is causing or has caused any damage to the Rental Property. Guest further agrees to grant Owner access to Rental Property for purposes of maintenance and repair.

6. **What to Bring:** Each home is equipped with linens, towels, cooking and eating utensils. You need only to bring your personal items, a fishing pole if you choose to fish our trout pond, groceries, and condiments.
 7. **Pet Policy:** No pets are allowed on the Rental Property. Any undeclared pet(s) found in or about Rental Property are grounds for expedited eviction and forfeiture of all monies paid.
 8. **Cleaning:** Our homes are professionally cleaned before you arrive and again after your departure. **THERE IS NO DAILY MAID SERVICE.** Each cabin has its own washer/dryer and dishwasher. Please report any cleaning concerns to the office immediately if something has been missed. Willow Winds, LLC makes every possible effort to have everything in excellent working order. Occasionally mechanical failures of appliances, air-conditioners/heating system, and hot tubs occur. We will make every effort to have repairs done in a timely manner during reasonable hours.
 9. **Noise:** Since many guests come to enjoy the peaceful and romantic environment of Willow Winds, we ask that you respect their privacy. **PLEASE REFRAIN FROM LOUD MUSIC AND OTHER DISRUPTIVE NOISES OUTSIDE YOUR CABIN.** Quiet time begins at 10 PM.
 10. **Damages:** All damages will be the responsibility of Guest and include but are not limited to liability for damage due to the following: (a) intentional, willful, reckless, or malicious acts of Guest or others on the premises during the tenancy; (b) theft from the premises of either the Owner's property or property belonging to Guest; (c) gross negligence of Guest or intentional misuse of furnishings, appliances, equipment, or other amenities provided with the home; (d) damage caused while under the influence of alcohol or drugs; (e) damages to real property resulting from operation of any motorized vehicle by Guest. This liability shall extend to all members of Guest's party..
 11. **Hot Tub:** Tenant is responsible for proper care of Hot Tub. Hot Tub instructions are posted near the Hot Tub. Hot Tub must be covered when not in use to retain heat. Do not sit on the hot tub cover or use it for storage. Damage to cover or Hot Tub due to misuse will result in additional charges. Please do not set Hot Tub thermostat higher than 104 degrees. Due to high temperatures, hot tubs are not suitable for small children or pregnant women. Children under legal age should not be left unattended. It is not wise to sit in the hot tub longer than 15 minutes at a time. It is imperative that everyone (adults and children) shower before entering the Hot Tub to remove body oil. Tenant does hereby covenant and agree to defend, indemnify, and hold harmless the owners of subject property from and against all liability, loss, damage, claims actions (including costs and attorney fees) for bodily injury, paralysis or death and/or property damage, to the extent permissible by law, arising out of or in connection with the misuse of hot Tub.
 12. **Miscellaneous:** Guest is not entitled to any claim against Owner arising out of Guest's inability to complete his/her vacation plans for any reason outside of the control of Owner.
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1. In the event Owner is unable to make available the Rental Property for any reason Guest hereby agrees that Owner's sole liability as a result of this unavailability is to provide a full refund of all monies paid under this Agreement and Guest expressly acknowledges that in no event shall Owner be held liable for any special or consequential damages which result from this unavailability. Guest also agrees to indemnify Owner from and against liability for injury to Guest or any other person occupying Rental Property resulting from any cause whatsoever including, but not limited to, injury sustained as a result of use of the home, hot tub, exercise equipment etc. except only such a personal injury caused by the grossly negligent or intentional acts of Owner.

2. Owner may terminate this Agreement upon the breach of any of the terms hereof by Guest. Guest shall not be entitled to the return of any rental paid under the terms of this Agreement and shall vacate the Property immediately.
3. **No Smoking inside cabins.** Smoking is only allowed outside and cigarettes must be disposed of in a safe and proper manner, not on the lawn.
4. Please return all furnishings, cooking and eating utensils to their original locations and any recreational equipment used where it was found, or your security deposit, if applicable, will be forfeited.

HAVING READ THE ENTIRE CONTRACT, I AGREE TO THE CONDITIONS OF THE CONTRACT AND UNDERSTAND THAT THIS IS A LEGAL AND BINDING CONTRACT. PLEASE SIGN YOUR NAME AND RETURN IMMEDIATELY.

TENANTS SIGNATURE:

OWNERS SIGNATURE

DATE: _____

DATE: _____

The robes in the closets are for your use while here at Willow Winds. Each bedroom has two (2) robes. Please do not remove these robes from the premises or take with you when you depart. The cleaning staff will take inventory when they clean following your departure.