

THE CABINS AT WHITE SULPHUR SPRINGS
WHITE SULPHUR SPRINGS, LLC - VACATION RENTAL AGREEMENT

THIS VACATION RENTAL AGREEMENT IS A LEGALLY BINDING 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 THIS AGREEMENT IS EVIDENCE OF YOUR ACCEPTANCE OF THIS AGREEMENT AND YOUR INTENT TO USE THIS PROPERTY AS A VACATION RENTAL. YOU MUST BE 25 YEARS OF AGE OR OLDER TO RESERVE A PROPERTY.

1. **NIGHTLY MINIMUMS:**

Properties require a 2-night minimum stay, depending on availability, a 1-night stay may be accommodated if availability allows. Longer minimum stays may be required during holiday periods and certain seasons.

2. **PAYMENTS:**

All payments made by the guest shall be deposited in an escrow account with BB&T located at 541 North Main St., Mount Airy, NC. In accordance with North Carolina law, disclosure is hereby given that the agent escrow account is interest bearing with interest being to the benefit of the agent. Please initial, sign, and return this document to White Sulphur Springs, LLC. as follows:

a. **IF YOUR RESERVATION WAS SECURED ONLINE:** Your credit card will be charged 50% of the rental amount plus travel insurance premium. If elected, or one night's stay, whichever is greater at the time the online reservation is processed. If the reservation is within 31 days, the balance will be charged to your credit card and directions and key code will be emailed or faxed for your convenience. For arrivals more than one calendar month in advance, guests will be responsible for seeing that their final balance is paid accordingly and promptly. Your final payment should be sent with a check/money order, payable to White Sulphur Springs, LLC., and must be received no later than 31 days prior to your arrival. **PLEASE NOTE YOUR RESERVATION NUMBER AND PROPERTY ON YOUR CHECK. Mail checks to P.O. Box 1545, Mount Airy, NC 27030.** After the reservation is paid in full, we will fax or email the directions and key codes for your property. Please call to reconfirm your reservation and notify us that your balance is in the mail.

b. **IF YOUR RESERVATION WAS SECURED BY PHONE AND IS LESS THAN ONE CALENDAR MONTH IN ADVANCE:** A Vacation Rental Agreement (VRA) will be e-mailed or faxed, which must be signed and returned within 24 hours. After the signed VRA has been received, White Sulphur Springs, LLC. will immediately charge the total amount to your credit card and directions and key codes will be sent via email or fax.

c. **IF YOUR RESERVATION WAS SECURED BY PHONE AND IS MORE THAN ONE CALENDAR MONTH IN ADVANCE:** A Vacation Rental Agreement (VRA) will be sent via e-mail, fax, or postal service. Please return the signed VRA along with a check for 50% of the rental amount and trip insurance premium, if elected, or one night's stay, whichever is greater. The signed VRA and the deposit check is payable to White Sulphur Springs, LLC, and must be received within 2 weeks before the reservation is cancelled. **PLEASE NOTE YOUR RESERVATION NUMBER AND PROPERTY ON YOUR CHECK. Mail checks to P.O. Box 1545, Mount Airy, NC 27030.** Please call to reconfirm your reservation and notify us that your deposit is in the mail. The balance will be charged to your credit card 31 days prior to arrival. After the reservation is paid in full, we will fax or email the directions and key codes for your property.

3. **OTHER CHARGES AND FEES:**

a. Smoking inside the rental cabins is PROHIBITED. All properties are NON-SMOKING. If this regulation is violated and smoking has been detected in the rental property, a \$150 penalty will be charged to the credit card on file. By signing this agreement, White Sulphur Springs, LLC. is authorized to charge this fee to your credit card on file.

b. A fee of \$50 will be charged for all returned checks.

c. White Sulphur Springs, LLC. receives a commission from services provided by our office, including, but not limited to, Traveler Insurance, and other packages.

d. All reservations incur 7% NC Sales Tax and County Occupancy Tax of 6% in addition to the rental amounts and fees. Rates are subject to applicable state sales and county occupancy taxes, which are in effect during the time of your stay. Please note that these are subject to change as authorized by the appropriate governing body. White Sulphur Springs, LLC. will adjust your reservation to reflect current tax rates, which are in effect at the time of your stay. White Sulphur Springs, LLC. will charge your credit card on file for any tax increase. Furthermore, White Sulphur Springs, LLC. will credit your account for any tax decrease. Disbursement of Rent and Third Party Fees. Tenant authorizes Agent to disburse up to fifty percent (50%) of the Rent to the owner (or as the owner directs) prior to Tenant's occupancy of the Premises, and the balance of the rent upon the commencement of the tenancy, a material breach of this Agreement by Tenant, or as otherwise permitted under the Vacation Rental Act. Tenant also authorizes Agent to disburse 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.

4. **SECURITY DEPOSIT:**

a. Each tenant is required to provide a Visa or Mastercard, Amex or Discover number for White Sulphur Springs, LLC. to keep on file for damages or the payment of a refundable damage deposit. The deposit amount is \$200. We also reserve the right to require a damage deposit under certain unusual circumstances.

b. When a deposit is required, it may be paid with cash, cashier's check or money order at check-in or personal check beyond 31 days of check-in. After the property is vacated, it will be inspected. In the event there are damages to the property or its contents or there are extraordinary cleaning expenses as a result of your stay, the amount of total damages will be deducted from deposit or charged to your credit card. Otherwise, if a deposit was collected, then the total deposit amount will be refunded within 45 days of your departure. If a tenant fails to appear for check-in, a cancellation fee may also be applied to the credit card according to the cancellation policy.

c. Your signature on the rental agreement or payment of monies authorizes the Agent to charge your credit card for any damages (except normal wear and tear) to the property or its contents (including excessive cleaning or trash removal).

renovated) incurred during your vacation residency or failure to arrive on your check-in date.

d. Collected damage deposits are refundable within forty-five (45) days of your check-out date. White Sulphur Springs, LLC. generally does NOT require a separate security deposit or security deposit waiver fee in addition to the rent, except for rentals around Christmas and New Years Day and in certain special cases.

5. DAMAGES:

a. Immediately upon arrival, guests agree to notify White Sulphur Springs, LLC. of any noticeable damages or conditions requiring repair or maintenance. Guests agree to be responsible for any damages to the premises during their rental stay. This Includes damages to the furnishings and household items that result from the action or inaction of guests or their invitees, excluding normal wear and tear. Guests further agree to reimburse White Sulphur Springs, LLC. for collection costs, If necessary, and reasonable attorney fees.

b. After guest's departure, the property is inspected and inventoried for damages and missing items. North Carolina law allows 30 days from departure date for damages to be assessed and billed or accounted to guests.

6. 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 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 used; and 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 Premises for any activity or purpose that violates any criminal law or governmental regulation. Tenant's breach of any duty contained in this paragraph shall be considered material, and shall result In the termination of Tenant's tenancy.

7. AGENT DUTIES:

Agent agrees to provide the Premises in a fit and habitable condition. If at the time Tenant is to begin occupancy of the Premises, Agent cannot provide the Premises In a fit and habitable condition or substitute a reasonably comparable property in such condition, Agent shall refund to Tenant all payments made by Tenant. **Agent shall conduct all brokerage activities in regard to this Agreement with out respect to the race, color, religion, sex, national origin, handicap of familial status of any Tenant.**

8. CANCELLATIONS, TRANSFERS, AND FORFEITS:

a. All cancellations made within 31 days of arrival are non-refundable. In the event you must cancel your reservation within 31 days of arrival, please notify us as soon as possible. If you had elected to purchase Trip Insurance, please contact the travel insurance company with your claim. We will make every effort to re-rent the property for your original dates. If we re-rent your property, all monies (less a \$75 cancellation fee and trip Insurance premium) will be returned within 30 days after re-booking. If after diligent effort, we are unable to re-rent the property, the full rental payment will be forfeited. Including the trip insurance.

b. If cancellations are made outside of the 31 days of arrival, your deposit will be refunded minus the \$75 cancellation fee and trip Insurance premium within 30 days of cancellation date.

c. If the balance Is not received 31 days prior to your arrival, we will treat the reservation as a cancellation. Your deposit will be forfeited unless we are able to re-rent the property for your original dates.

d. Your reservation may be switched to a different property incurring a transfer fee of \$25, if you notify us 31 days or more prior to your arrival. Reservations CANNOT be transferred to another rental property within 31 days of arrival.

e. If a guest is disappointed or unsatisfied with a property due to differences in taste according to decor, accommodations, location, construction, mountain road conditions, etc., and declines to stay at the rental property, this will be considered a cancellation and no rent reduction or refund will be issued.

f. White Sulphur Springs, LLC. is not responsible for the weather or other acts of God and there will be no refunds for these occurrences. Purchasing Travel Insurance protects you from losses you may incur due to unforeseen circumstances, such as unexpected health issues, death, severe inclement weather, and jury duty. **Travel Insurance** may be added up to 31 days prior to arrival. We recommend that you purchase this insurance. Travel Insurance Is non refundable regardless of cancellation. Please refer specific questions to **TravelSafe**, 1.888.885.7233 (Reference THENC06).

g. Transfer of Property: In the event the owner transfers rental property 180 or more days prior to the anticipated date of occupancy by guest, White Sulphur Springs, LLC. will make every attempt to maintain the reservation in the current property or move your reservation to a comparable available property. If circumstances prevent this, a full refund less the cancellation fee will be paid to the guest. White Sulphur Springs, LLC. will promptly notify guest if rental property is transferred and provide a detailed information sheet regarding your rights under this agreement. If guest transfers to another property, advance rental deposit will transfer to new property.

9. OCCUPANCY:

a. Maximum Occupancy refers to all persons over the age of one year old. Maximum Occupancy violations will result in rent forfeiture and immediate eviction of guests. Guests will obey occupancy limit at all times.

b. Absolutely no parties, youth groups, fraternities, sororities, weddings, receptions, or meetings allowed. White Sulphur Springs, LLC. does not rent to students or groups of students under any circumstances, even if a parent or legal adult makes the reservation and/or pays the rent. If such group attempts to occupy one of our rental properties, all monies will be forfeited and guests will be asked to vacate the property immediately.

c. Absolutely no firearms, pyrotechnics, unsupervised outdoor fires, off road dirt bikes, audible disturbances, or littering will be permitted on the rental premises.

10. MECHANICAL FAILURES/REPAIRS/APPLIANCES:

a. White Sulphur Springs, LLC. is not responsible, nor will refunds be issued, for mechanical failures of non essential or luxury Items, including, but not limited to, Hot Tubs, Television, Satellite/Cable Service, Dishwasher, Washer/Dryer, Fireplaces, Air Conditioning, Jacuzzis, Pool, or any other appliance that fails to operate properly during your stay. No refunds will be issued for minor disruption of any utilities including, but not limited to, power outages, water outages, etc These failures are beyond our control and no refund or rent reduction will be given. Please report inoperative equipment to White Sulphur Springs, LLC. and we will make every effort to have repairs done as quickly as possible during reasonable hours. Speed of service cannot be guaranteed due to the disbursement and remoteness of our rental properties.

b. Most of our rental properties do not provide telephones. Cell phone service Is not guaranteed at our rental properties.

c. Construction or road noise near the property is beyond our control. If you experience construction noise during your stay, no refunds or relocation will be made.

11. 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 this Agreement 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; (Hi) fails to pay rent as required by this Agreement; or (iv) has obtained possession of the Premises by fraud or misrepresentation.

12. 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.

13. WELL WATER AND PRESSURE:

Many of our properties are on individual or shared wells. Although the working condition of the equipment is maintained, water Interruptions may be experienced particularly in times of drought. Please help us conserve water by using as little water as possible. Spread showers/baths out between morning and night, if possible. Please report any leaks or running toilets immediately so they can be repaired.

14. PROPERTY CARE;

As a vacationing Tenant you are considered a paying guest of the owner of the property that you have rented. Please respect the owner by caring for his or her home, its furnishings, private owner closets and grounds as if they were your own. Please do not rearrange the furniture or other home articles. If, however, you find it necessary to move something, please move it back before you leave. If you or someone in your party makes a mess, please see that it is cleaned up. In general, you are expected to take proper care of the property while enjoying the use of it. Please adhere to the following rules:

Keep the Premises as clean and safe as the condition of the Premises permit, and cause no unsafe or unsanitary conditions in the common areas and remainder of the Premises that you use.

Dispose of all ashes, rubbish, garbage, and other waste in a clean and safe manner.

Keep all plumbing fixtures In the Premises or used by the Tenant In working condition and as clean as their condition permits.

Do not deliberately destroy or negligently destroy, deface, damage, or remove any part of the Premises or render inoperable the smoke detector provided by the Owner, or knowingly permit any person to do so.

Comply with all obligations imposed upon the Tenant by current applicable building and housing codes.

Be responsible for all damage, defacement, or removal of any property Inside the Premises that is in our exclusive control

unless the damage, defacement, or removal was due to ordinary wear and tear, acts of the Owner of the Owner's Agent,

defective products supplied or repairs made by the Owner, acts of third parties not invitees of the Tenant, or natural forces.

Notify the Agent in writing of the need for replacement and of repairs during the tenancy which continued presence or use would Jeopardize the safety of Tenants and guests or harm the Premises including repairs to the smoke detectors

or replacing the batteries as needed.

15. ACCIDENTS:

Guest agrees to hold White Sulphur Springs, LLC. harmless for any accident or injury whatsoever that may occur on the rental property during occupancy. Guest must Immediately report any accidents or injuries to White Sulphur Springs, LLC.

16. PETS:

a. Absolutely NO PETS, unless specified, documented, and approved by White Sulphur Springs, LLC. on the rental premises or inside the rental property. Penalties are a \$100 charge, immediate removal of pet, and/or eviction of guests.

All rental payment will be forfeited.

If you need to board your pet during your stay, we recommend the following...

Lucky Bones Daycare - 680 Riverside Drive, Mount Airy, NC 27030 / 336-719-2259

Surry Animal Hospital - 926 Reeves Drive, Mount Airy, NC 27030 / 336-789-9054

17. DIRECTIONS AND KEY INFORMATION:

a. White Sulphur Springs, LLC. will provide detailed directions and key information to access vacation rentals reserved through our company. Internet mapping devices and navigation systems are NOT recommended within the Western NC Mountains. Information regarding check In procedures, Including directions and property's key Instructions, is sent via email 31 days prior to arrival. It is the responsibility of the guest to ensure receipt of directions 31 days prior to arrival.

b. Please be aware that some NC mountain roads may be steep and/or curvy. Access to some of our properties may require driving on gravel roads or driveways, and paved roads or driveways can be difficult In inclement weather. Please adhere to any recommendation or requirement for four-wheel drive when listed in a property description.

18. PERSONAL ITEMS:

White Sulphur Springs, LLC. is NOT responsible for guests' personal belongings that are lost, stolen, or left behind. A \$25 retrieval fee will be charged, and if found, the items will be returned at the guests' expense.

19. CLEANING:

a. All of our properties are professionally deaned before you arrive and after you leave. Please report within 90 minutes anything we failed to clean.

b. Leave all beds used during stay unmade upon departure. Any linens/towels found missing from your stay, will result In a deduction from your damage deposit credit card for reasonable replacement costs. For multiple week stays, light weekly housekeeping can be arranged during your stay at an extra cost.

c. Guests are responsible for cleaning and storing all dishes, utensils, and placing all trash in the appropriate outside container. By signing this agreement, the tenant agrees to pay a secondary cleaning fee of \$75 if check-out procedures are not followed as posted in rental property and extraordinary cleaning is deemed necessary.

20. CHECK-IN AND CHECK-OUT PROCEDURES:

a. **CHECK-IN IS AFTER 3PM. CHECK-OUT IS BY 11 AM.** If the property is not vacated by 11AM, White Sulphur Springs, LLC. is authorized to enter the property and remove guests' belongings from the property at guest's expense. Additionally, a late check-out fee of \$60 plus tax will be assessed and charged to the credit card on file.

b. **EARLY AND LATE CHECK-IN AND CHECK-OUT:** Requests for early check-In or late check-out will be considered on a case-by-case basis. If you are interested in either, please contact our office no more than 48 hours in advance of your arrival/departure with your request. Consideration is given based upon the properties "status" immediately prior to, or following, your reservation. The cost for either option is \$60 plus tax, and is non-negotiable. In addition, please note that entering a property earlier than the stated 4 PM check-in time will result In the \$60 early check-in charge being assessed and charged to the credit card on file.

21. LOST KEY:

If you lose the key or are locked out of your property, you may borrow a key by coming to our Mount Airy office during office hours, 8:30-5PM. A \$75 fee will be charged to your card for all lost keys or if our staff meets you at the property.

22. **ALL PROPERTIES OFFER AN INITIAL SUPPLY OF THE FOLLOWING AMENITIES** including, but not limited to: linens and towels (two bath towels, one wash cloth, and one hand towel per guest)* dishwasher detergent (when applicable) and dishwashing soap* sponge (or dish cloth) * hand and body soaps (one set/bathroom)* paper towels (1 roll) * toilet paper (1 roll) * garbage bags* along with some cleaning implements. All properties provide partially equipped kitchens or kitchenettes, including coffee makers. Locked pantries and closets are reserved for the use of the property owner and are not included in this rental. Rearranging furniture or removing any items from the rental property is prohibited.

23. Booking your reservation online means that you have read and agree to our rental agreement. This agreement is not covered by a specific stay but is an agreement all periods of time that you are a guest on the property or in the cabins of White Sulphur Springs. If you do not book online, then you may be asked to sign a copy that will remain on file for current and future stays.

Thank you for choosing The Cabins at White Sulphur Springs. By signing this agreement you accept the above terms and conditions. We hope you enjoy your vacation and please do not hesitate to contact us with any questions.