Unit_____

Reservation Number_____

Please sign and leave on porch or at the front desk!!

Dates_____

Guest Name_____

Check In: 4:00PM~ Check Out: 11:00AM

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 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.

Leatherwood Rentals, Inc. (referred to hereafter as "Agent"), as agent of the owner, hereby rents to Tenant, and Tenant hereby rents from Agent, the vacation property described above (referred to hereafter as the "Premises") on the terms contained in this Agreement. Tenant is aware that sub-agent firms such as Airbnb or Homeaway are paid a commission greater than a nominal value for rental bookings procured by them.

1. These vacation properties are privately owned, and reflect the individual tastes of the owners. Equipment or furnishings are subject to change without notice or compensation.

2. Advance payment of rent - One-half of the rent and an administrative fee of $50.00 is due on the day of booking and necessary to confirm a reservation or regretfully, your reservation will automatically be cancelled. Credit card phone payment is necessary if your arrival is less than one month away. Personal check is acceptable only if received at least 30 days before arrival date. There is a $40 charge for returned checks.

3. Cancellation Policy- A full refund of advance payment of rent less a $150.00 administrative fee will be returned if you notify Agent 60 days or more prior to arrival date. If cancellation is made less than 60 days prior to arrival date, no refund will be made of the advance payment of rent unless unit is re- rented. If unit is re-rented for an equal period, a full refund less a $150.00 administrative fee will be returned.

Damage Insurance - Once a reservation has been made and the damage insurance has been applied, the damage insurance fee is non-refundable, regardless of when the reservation is cancelled. The damage insurance fee is separate from the advance payment and is not included in any refund.

4. Transfer of reservation - A transfer of reservation will be granted if Agent is notified 60 days or more prior to arrival date and used within a 6 month time period.

5. Balance due-The balance must be paid in full 30 days prior to arrival. MasterCard, Visa, Discover, American Express or personal check will be accepted. No personal checks will be accepted less than 30 days prior to arrival.

6. Security Deposit. A $1000 security deposit provided for above may be applied to actual damages caused by Tenant as permitted under the Tenant Security Deposit Act. In addition, Agent may deduct from the security deposit the amount of any unpaid telephone charges and satellite television charges. Agent shall apply, account for, or refund Tenant's security deposit within 45 days following the end of the tenancy.

7. Vacation Rental Damage Protection Plan -This non-refundable Vacation Rental Damage plan covers unintentional damages to the rental unit interior that occur during your stay, provided they are disclosed to management prior to check-out. The policy will pay a maximum benefit of $3,000. You will still be responsible for any damages that exceed $3,000 or are not covered under the Plan and associated damages will be charged to the credit card on file. If you damage the real or personal property assigned to your rental accommodation during the trip, the Insurer will reimburse the lesser of the cost of repairs or the Actual Cash Value of the property, up to $3,000. The purchase price of the policy includes a commission payment to Leatherwood Rentals, Inc. of more than a nominal value. Certain terms and conditions apply. Full details of the Vacation Rental Damage coverage are contained in the Description of Coverage or Insurance Policy www.vacationrentalinsurance.com/g10vrd. The Vacation Rental Damage can be purchased up to, and including at, check-in. By submitting payment for this plan, you authorize and request CSA Travel Protection and Insurance Services to pay directly Leatherwood Rentals, Inc. any amount payable under the terms and conditions of the Vacation Rental Damage. Please contact Leatherwood Rentals, Inc. directly if you do not wish to participate in this plan or assignment.

8. Trust Account. Any advance payment made by Tenant shall be deposited in a trust account with Truist, 900 River St., Wilkesboro, NC.

9. 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 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 shall prevent damages to the property and agrees to be financially responsible for any and all damages, less ordinary wear and tear, that occurs to the property during the term of the tenancy of this agreement. Tenant grants Agent authority to charge Tenant's credit card for the reasonable value of any such damages. In the event Agent must resort to legal proceedings to collect damages for unpaid rent or damage to the property, Tenant shall pay in addition to any award of damages, attorney fees in the amount of $1,000 and costs. Tenant's breach of any duty contained in this paragraph shall be considered material, and shall result in the termination of Tenant's tenancy and/or a charge for damages to Tenant.

10. 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, or, in the event of a mandatory evacuation or the premises, Agent shall refund to Tenant all payments made by Tenant. Agent shall conduct all brokerage activities in regard to this Agreement without regard to the race, color, religion, sex, national origin, handicap or familial status of Tenant.

11. Transfer of Premises. (1) If the owner voluntarily transfers the Premises, Tenant has the right to enforce this Agreement against the grantee of the Premises if Tenant's occupancy under this Agreement is to end 180 days or less after the grantee's interest in the Premises is recorded. If Tenant's occupancy is to end more than 180 days after such recordation, Tenant has no right to enforce the terms of this Agreement unless the grantee agrees in writing to honor this Agreement. If the grantee does not honor this Agreement, Tenant is entitled to a refund of all advance rent paid by Tenant (and other fees owed to third parties not already law fully disbursed). Within 10 days after transfer of the Premises, the grantee or the grantee's agent is required to: (i) notify Tenant in writing of the transfer of the Premises, the grantee's name and address, and the date the grantee's interest was recorded; and (ii) advise Tenant whether Tenant has the right to occupy the Premises subject to the terms of this Agreement or receive a refund of any payments made by Tenant. (2) Upon termination of the owner's interest in the Premises, the owner or owner's agent is required to transfer all advance rent paid by Tenant to the owner's successor-in-interest within 30 days, and notify Tenant by mall of such transfer and of the transferee's name and address. However, if Tenant' s occupancy under this Agreement is to end more than 180 days after recordation of the interest of the owner's successor-in-interest in the Premises, and the successor-in-interest has not agreed to honor this Agreement, all advance rent paid by Tenant must be transferred to Tenant within 30 days. (3) If the owner's interest in the Premises is involuntarily transferred prior to Tenant's occupancy of the Premises, the owner is required to refund to Tenant all advance rent paid by Tenant within 60 days after the transfer.
12. No House Parties- We rent only to adults 25 or older. No children will be allowed to check-in without a parent or guardian who must occupy the same property during the term of this agreement. More than the maximum occupancy in any unit is strictly prohibited. Tenant's breach of this provision shall be considered material, and shall result in the termination of Tenant's tenancy. Absolutely no house parties, fraternities, or sororities allowed.
13. No Pets, 4 w heelers, or motorized trail bikes are allowed- We like pets, but they are not allowed in most of our properties (specific PET FRIENDLY exceptions apply). There is a $75.00 charge per pet. There is a $25 per horse, per night charge. Tenant's breach of this provision shall be considered material, and shall result in the termination of Tenant's tenancy.
14. What you need to bring- Properties are set up for simple cooking and housekeeping. Linens, towels and paper products are furnished. Persona! soaps must be brought by the tenant.
15. Telephones- No long distance calls are to be placed unless made collect or billed to your credit card. Cell phones may not work well here.
16. We believe the property is in good, acceptable condition. If you should discover otherwise, report it to us and we will correct it or provide alternative accommodations. In order to make timely repairs, our representatives have the right to enter the property at reasonable hours. We cannot issue refunds for mechanical breakdowns.
17. Lost and Found- - We are not responsible for items left behind, but we will make reasonable efforts to locate and return them to you. There will be a handling fee of up to $45 plus shipping costs. We donate unclaimed items to local charities at the end of the year. There is a $25 "lost key" charge for unreturned keys.
18. Indemnification; 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 (including Tenant's guests) specifically accepts and assumes all liability, responsibility and waivers all claims for personal injury relating to the use of a Hot Tub, if any, located on the premises. 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. Tenant shall not assign this Agreement or sublet the Premises in whole or part without written permission of Agent.
19. Expedited eviction- If the tenancy is for 30 days or less, the expedited eviction procedures set forth in the NC Vacation Rental Act will apply. Tenant may be evicted under such procedures 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; (Iii) fails to pay rent as required by this Agreement; or (iv) has obtained possession of the Premises by fraud or misrepresentation.
20. Mandatory Evacuation. If State or local authorities order a mandatory evacuation of an area that includes the Premises, Tenant shall comply with the order. Upon compliance, Tenant will be entitled to a refund of the prorated rent for each night that the Tenant is unable to occupy the Premises because of the order. However, Tenant will not be entitled to a refund If, prior to taking possession of the Premises: (i) Tenant refused insurance offered by Agent that would have compensated Tenant for losses or damages resulting from loss of use of the Premises due to a mandatory evacuation order, or (ii) Tenant purchased such insurance from Agent.
21. Lady Bugs: Ladybugs, Stink bugs, and Black flies may appear briefly at different times during the year. These bugs are harmless, but nevertheless, they are pests that impact all the Blue Ridge Mountains. Please know our housekeeping staff works hard to keep this at bay and all our homes are professionally treated.
Please bring your signed rental agreement and check in card to the office by 12:00 the next morning or you will be charged an additional $50.00.

_____
Drivers License #

X_____ _____
Tenant Signature Date
Print Names of All Guests: