

Vacation Rental Agreement

"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."

Alpen Realty, LLC, a rental management company, has adopted the following Rules and Regulations pertaining to the use of the Chalets or Condos in order to enable the guests to obtain the maximum enjoyment from the use, as well as securing the investment of the owner's property. Please Fax or E-mail or Mail the completed agreement to 828.387.2229 or fred@alpenrealty.com or Alpen Realty, 606 Beech MTN Pkwy, Beech Mountain, NC 28604 immediately.

1. Management Notes:

A. Our office hours are 9 AM – 9PM, Office number is 828 387-2354. Alpen Realty LLC's office is located at 606 Beech Mountain Pkwy, Beech Mountain, NC 28604

B. We accept cash, cashier checks, traveler's checks, money orders and all major credit cards. NO PERSONAL CHECKS ACCEPTED WITHIN 30 DAYS PRIOR TO ARRIVAL. Chalets or Condos must be paid in full before keys/keycodes are given out or left out for late arrivals. All advanced deposits are held in the trust account of Alpen Realty at BB&T Bank in Banner Elk, NC2860

2. General Housekeeping Rules:

A. Check- in is at 3 PM or after, Check out is by 10 AM. For keys taken from the Chalet or Condo and not left inside, a charge of \$20.00 will be assessed for each unreturned or broken key. The lock box key must stay in the lock box at all times. If for any reason the key is removed a fine of \$100.00 will be assessed. No exceptions. Anyone not approved, that checks out after 10am will be charged a late fee which will be the cost of another day.

B. Dispose of all garbage in outside garbage receptacles or a housekeeping charge will apply. When checking out please turn off all lights, fans and set thermostat to 65 in winter and 75 in summer. It is not necessary to strip linens off beds or wash towels. Make sure all towels are left in the bathtubs and not on the floors when checking out.

C. Wash all dirty dishes and put back in the cabinets or a housekeeping charge of \$50 will apply. If using a pull out couch make sure you put away bedding before you leave.

D. If mattress pads are missing you will be charged \$100.

E. Do not MOVE OR REMOVE any furnishings, accessories or linens from your cabin for any reason, or you will be charged. TV, DVD, VCR or satellite boxes are found disconnected, a fee to you of \$100.00 to reconnect.

F. For Fireplaces firewood is not provided. Do not leave the cabin if there is a fire burning in the fireplace. Make sure the damper is fully open before building a fire and the firewood is dry. Keep the screen closed at all times. If your fireplace is gas, DO NOT PLACE ANYTHING IN THE FIREPLACE AND DO NOT MOVE LOG CONFIGURATION or there will be a replacement charge.

G. Housekeeping services will not be provided during your stay unless requested; there will be an additional charge for various Services. If additional housekeeping services are needed, please request a price sheet prior to check in.

H. Use only toilet paper in commode to prevent stoppage. There will be a \$25 charge by maintenance to unstop commodes.

I. Alpen Realty will not be responsible for personal items left behind in the unit. If you request us to pick items up and mail to you, they will be mailed COD.

J. If needed, an iron may be checked out at the office and must be returned at check out. A deposit of \$10.00 is required to check an iron out at the office. Irons are on a first come first serve basis.

K. Suggestions of items to bring: coffee filters, iron, paper towels, sponge, Kleenex, charcoal and lighter fluid if grill is charcoal, beach towels or extra towels, laundry detergent and fabric softener for washer and dryer in cabin, starter wood for wood burning fireplaces in season, extra toilet tissue, hair dryer, bars of soap, trash bags and dishwashing liquid or dishwasher tabs.

3. General Rules and Regulations:

A. Smoking is not permitted inside the Chalets or Condos. If You violate the No Smoking Rule you will be charged an additional \$200.- for Cleaning.

B. Each chalet or Condo has a maximum occupancy limit including children, which will be enforced. If guests misrepresent themselves, they will be required to vacate the Chalet or Condo immediately without a refund. No house parties are allowed. Some minimum stay is required during holidays, peak periods, etc.

C. No pets may occupy the cabin unless you have registered your dog in a pet approved Chalet. If a pet is in an unapproved Chalet or Condo, a fine of \$200.00 will be assessed and you will be required to vacate the premises immediately without a refund. For a pet approved cabin, a non-refundable PER PET Deposit of \$50.00 will be charged.

D. Under no circumstances should any long distance calls or movies be charged to the Chalet or Condo. Phones allow incoming and outgoing local calls.

E. We require 50% of the total amount due in order to make the reservation. We require a Damage Security Deposit if your stay is paid entirely in cash or check; if damage or extra cleaning charges apply you will be notified in writing. When you check in to your Chalet or Condo, you are required to inspect the Chalet or Condo and report any damages within the first two hours. If there are unreported damages after you check out, your damage deposit may be forfeited. A housekeeping/linen fee is charged based on the size of the Chalet or Condo. Trip insurance is available for 7% of your total stay through TravelGuard.

F. During winter months road conditions may require that you need 4-wheel drive or tire chains. (if snow or ice is on the ground). No refunds will be given due to inability to get to chalet due to road conditions or grade of driveway.

G. No shows will forfeit any monies put down.

H. To receive a refund of the advance payment, cancellation must be at least 30 DAYS prior to arrival in writing (fax or email. A \$120 cancellation fee is deducted from prepayment, NO EXCEPTIONS. THERE ARE NO REFUNDS ON CANCELLATIONS LESS THAN 30 DAYS PRIOR TO ARRIVAL FOR ANY REASON.

I. All group stays(2 or more Chalets), 4 bedroom stays & larger, & stays totaling \$1200.00 or more must prepay their stay 30 days in advance & NO REFUNDS for cancellation of these stays.

J. To change a confirmed reservation you must give at least a 30 day notice and stay within 6 months of original arrival date. A \$35 fee will be charged and your stay must be prepaid in full and NO REFUND if reservation is cancelled.

Reservations that are changed cannot be changed or cancelled for any reason. No credit will be issued for unused portions of time in case of late arrival or early departure. We reserve the right to change the Chalet into like accommodations up to and including the day of arrival. Rates are subject to local and state sales tax.

K. Hot tubs and Jacuzzis should be entered at your own risk. Hot tubs have bromine tablets in them. We are not responsible for any jewelry or clothing damage if worn in the hot tubs. A shower should be taken before and after entering a hot tub per guide lines of the Avery or Watauga County Health Departments.

L. REFUNDS: No refunds will be made for breakdown or malfunctions of appliances (TV, VCR, air conditioner, heater, Jacuzzi, hot tub, etc.), acts of God, and no refunds will be made (because of weather) due to electrical power, water, cable outages, location of cabin, presence of insects, type of roadways or driveways leading to your cabin or in climate weather. No refunds will be made after you check in and/or take possession of the key/ key code packet for any reason.

M. Liability: This rental program is under the management of Alpen Realty LLC who acts only as an agent for the owners. Under no circumstances will management be responsible for any loss, expense, damage, claim injury, direct or indirect, consequential or otherwise caused or incurred, as a result of any delays, substitutions, rescheduling, or changes in the provisions of

accommodations by Alpen Realty LLC or by reason of acts of God, or by agents, employees, subcontractors, third parties, or as substitute. All properties are privately owned: management will not be responsible for accidents or injury to guests or for loss of money, jewelry or valuables of any kind. If Alpen Realty LLC must seek remedy in court for any reason, all attorney's fees and court costs will be paid by the Lessee.

I have read and understand the rules and regulations. I certify that I am at least 21 years of age and that I will be held responsible for the care of the property being rented under my name. I accept full responsibility for the damage or extra cleaning charge assessed during or those discovered after departure from the above rental. I authorize these charges to be debited from my credit card or subtracted from my cash security deposit. All Monies are deposited to the Alpen Realty Trust account in Banner Elk, Tynecastle Hwy

Sign _____ Chalet: _____ Date _____

Arrival Date _____ Departure _____ RESERVATION # _____

Automobile Information: Personal Information: Please Print

Car Make _____ Name _____

Model _____ Address: _____

Tag: _____

State: _____ Phone: (____) _____

Color: _____ Email: _____