



## **“Bear Creek Den” Rental Agreement**

Welcome and thank you for booking your vacation rental with Old North Rental Group.

This rental agreement is only intended for renters booking “Bear Creek Den.” If you booked a different rental home, please contact your property manager to receive a new agreement.

Please be sure to read this rental agreement (the “Agreement”), and reply back to this email stating that you have read and agree to the terms laid out. The vacation rental property you have selected (the “Vacation Rental”) may have additional rules, policies, terms and conditions that apply to your stay, which are found in the description section(s) of the Vacation Rental listing. Your reservation may also be subject to the terms and conditions of Airbnb or HomeAway/VRBO, or any other direct booking site, which can be found on their respective websites.

By agreeing to this this set of terms and agreements, you are acknowledging and agreeing to each of the above-described terms and conditions, as well as the following for the selected property:

1. **BOOKING TRANSACTION.** This Agreement is between Old North Rental Group, LLC (“Old North”) and the individual completing this booking transaction for the Vacation Rental (“you” or “Guest”). Old North is responsible for any and all on-the-ground service, as well as providing any furnishings in the home (including, but not limited to: towels, cooking/cleaning equipment, and linens). You agree that you will be present at the Vacation Rental for the entire duration of the reservation and that you will be responsible for the actions and behavior of

each individual present at the Vacation Rental during your stay. This includes ensuring each individual in your party or otherwise present at the Vacation Rental is aware of and in compliance with the terms identified in this Agreement.

2. **PAYMENT TERMS & CANCELLATION.** The total amount due, including the base rates, taxes, and fees are displayed on the checkout webpage for the Vacation Rental. The balance is due prior to arrival within the schedule indicated on the reservation webpage. Please review these amounts carefully. You may cancel your booking at any time, however, all amounts that have been paid prior to your cancellation may be non-refundable. Please see the reservation webpage for instances when the amounts may be refundable.
3. **HOUSE RULES & POLICIES.** – This Vacation Rental holds specific rules and policies regarding large groups, parties, pets, smoking/vaping, parking, hot tub usage, and other local regulations. Please review these terms carefully, as violation(s) may result in additional fees or the immediate removal of you and other members of your party from the Vacation Rental without refund. No exceptions to these rules will be made. Further, violation of any law or ordinance by any individual at the Vacation Rental during your reservation will result in the immediate removal of you and other members of your party from the Vacation Rental without refund. Rules may also be posted at the Vacation Rental and also apply.
4. **ARRIVAL DETAILS & CHECK-IN/CHECK-OUT.** Once your booking has been paid in full, you will receive contact information for the primary contact for your stay (your “Guest Contact”). Check-in time is anytime after 4:00pm on your check-in date, and check-out time is slated for 10:00am on your check-out date. You will receive check-in information 48 hours prior to your arrival, unless booking time prevents such. Please confirm your expected arrival time with your Guest Contact. If you or any member of your group fails to vacate the Vacation Rental at the designated check-out time, you grant Old North the right to charge the credit card number used to book the Vacation Rental for an additional night. Further, Old North or the Guest Contact may initiate any and all proceedings necessary to remove you or any member of your group or your belongings from the Vacation Rental.
5. **DAMAGE.** Guests are asked to secure a \$100 security deposit, which is to be refunded to the Guest no later than seven (7) days after checking out of the home and a satisfactory inspection of the Guest Contact. This may be held by either Old North in Trust, or the direct booking website that you have chosen to secure your booking. Any damage to the Vacation Rental must be reported to Old North and/or the Guest Contact before check-out. You agree damages to the property,

other than normal wear-and-tear, is your full responsibility. This may include damage or loss occurring during your stay, violations of house rules or policies, additional cleaning fees, and/or any fines or other costs incurred by the behavior of you or any other occupant during your stay in violation of laws or other regulations set forth. You grant Old North the right to charge the credit card number used to book the Vacation Rental for any such damages, including, but not limited to, additional cleaning fees. To ensure that the proper party is held responsible, please notify your Guest Contact of any damage found at check-in.

6. **FEES & ADDITIONAL SERVICES.** All mandatory and optional booking-related fees will be disclosed in the Vacation Rental listing. If you fail to select any option(s) that incur additional fees applicable to your stay and it is later discovered that you should have selected such option(s), you grant Old North the right to charge the credit card number used to book the Vacation Rental for the associated additional fees.
  - a. The cleaning fee is deposited to Old North, and contracted to Tsali Outdoors, LLC.
  - b. The management fee, administrative fee, and/or processing fee is a fee which is directly deposited to Old North, to cover any and all expenses incurred by Old North in connection with this rental.
7. **MAXIMUM OCCUPANCY.** The maximum number of people that may occupy the Vacation Rental is indicated in the listing description. For clarification, this number applies to all overnight guests, day visitors and children. Unless otherwise approved by your Guest Contact or Host, occupancy over the indicated capacity may result in the immediate removal of you and other members of your party from the Vacation Rental and forfeiture of all amounts paid.
8. **CONDITION OF THE PROPERTY.** The owners of this Vacation Rental, and Old North, care very much about their Vacation Rental and strive to keep it in excellent shape. If you notice any problems, hazardous conditions, housekeeping issues, or maintenance issues, please notify your Guest Contact immediately. If the Vacation Rental is not in the condition represented in the rental listing, Old North may, in its sole discretion, offer an appeasement; provided, however, that in no event will such an appeasement exceed the amount you paid for the reservation.
9. **HOST ACCESS.** You agree to allow Old North, Guest Contact, and/or their agents reasonable access to the Vacation Rental during your stay if requested. Such access may be necessary to resolve maintenance related issues you report. In the event of an emergency, the Vacation Rental may be accessed without prior notice or permission.

10. **CLEANLINESS.** You are expected to treat the Vacation Rental with respect, keeping in mind that this is an individual's home, not a hotel room. Even though we are charging a cleaning fee, you are expected to leave the Vacation Rental in a clean, neat, and orderly condition and respect the Host's requests regarding check-out procedures. Failure to leave the condition of the Vacation Rental in orderly condition will result in a forfeiture of your security deposit and/or additional charges.
11. **FORCE MAJEURE.** In the event your stay at the Vacation Rental becomes impossible for any reason outside Old North's control, including natural disasters, fire, evacuation orders, inclement weather, or other acts of government agencies, Old North may choose to cancel your booking and issue a full refund or booking credit of the amounts paid to Old North. You and your invitees must comply with any mandatory evacuation order.
12. **INDEMNIFICATION & HOLD HARMLESS; ASSUMPTION OF RISK.** You agree to indemnify and hold harmless your Host, property owners, and Old North, for any liabilities, damage, cost or expense whatsoever arising from or related to any claim in connection with your use and/or occupancy of the Vacation Rental, including, but not limited to, any claim or liability for personal injury, damage, fines, penalties, loss of personal belongings, or theft of property, which is made, incurred, or sustained by you and/or anyone using the Vacation Rental during your stay. You and anyone using the Vacation Rental during your stay accepts and assumes all risks involved in or related to the use of third-party transportation vendors, the hot tub, activities participated in while on the premises, or amenities provided at the property, as applicable.
13. **ATTORNEY'S FEES & COSTS.** If Old North or your Host employs the services of an attorney or attorneys to enforce any conditions of this Agreement, you shall be liable to Old North or your Host, as applicable, for reasonable attorney's fees and costs incurred.
14. **FALSIFIED BOOKINGS.** If your booking was made under false pretense, including, but not limited to, a falsified name, age, or size of party, you will be subject to immediate cancellation of your reservation, removal from the property, and forfeiture of all amounts paid.
15. **LIMITED SHORT-TERM RENTAL.** It is expressly understood and agreed that this is a short-term vacation rental and is not a lease or other long-term residential tenancy agreement. This Agreement is only for the licensed use of the Vacation Rental for the stated reservation dates. It creates no property rights for you and no rights to renewal or for recurring usage. You shall not sublet the Vacation

Rental or any part of it and shall not assign any interest (in whole or in part) to this Agreement or any rights hereunder.

16. **MEDIATION & ARBITRATION.** If you have a dispute that arises from or relates to this Agreement or the Vacation Rental, and if the dispute cannot be settled through direct discussions, you agree to try first to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures. If the dispute is not settled by mediation, you agree to submit all unresolved disputes, controversies or claims to binding arbitration in North Carolina administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. If the parties agree, the mediator involved in the parties' mediation can serve as the arbitrator. Any award of the arbitrator against Old North cannot exceed the total amount paid for the Guest's booking at issue. You expressly waive all claims in excess of, and agree that your recovery shall not exceed, this amount. Any such award shall be in satisfaction of all claims by you against Old North and/or the Host. Judgment on any award rendered in such arbitration can be entered in and enforced by any court having jurisdiction.
17. **EVICCTIONS.** In the event of a breach of this Rental Agreement, OR breach of the Rental Rules, OR unlawful acts of any local/county/state/Federal laws, OR failure to pay rent, OR overstaying your lease, you will be subject to expedited eviction, as expressed in NC § 42A-24. Prior to this, you will be given four (4) hours to vacate the property with all of your belongings. Failure to vacate the property in this timeframe will result in Old North instituting a legal expedited eviction proceeding with the Swain County Clerk of Court.
18. **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL OLD NORTH, NOR ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND/OR OWNERS, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR STAY AT THE VACATION RENTAL. THIS LIMITATION APPLIES TO ALL CLAIMS FOR DAMAGES WHETHER BASED ON A THEORY OF WARRANTY, CONTRACT, TORT (INCLUDING ORDINARY NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER CAUSE OF ACTION, EVEN IF OLD NORTH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF THE LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.
19. **CLASS ACTION & JURY TRIAL WAIVER.** ANY AND ALL PROCEEDINGS TO RESOLVE CLAIMS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. IF FOR ANY

REASON A CLAIM PROCEEDS IN COURT RATHER THAN IN ARBITRATION, THE PARTIES EACH WAIVE ANY RIGHT TO A JURY TRIAL.

20. JURISDICTION & VENUE. This Agreement is made in, and shall be governed solely by the laws of, the State of North Carolina, without regard to conflict of laws principles. If for any reason a claim proceeds in court rather than arbitration, such action may only be brought in the state or federal courts in Bryson City, North Carolina, and each party hereby submits to the exclusive jurisdiction of those courts for the purposes of any such proceeding.
21. RENTAL COMPANY. You understand that Old North Rental Group, LLC is a privately owned and operated company, and is not directly or indirectly operated in coordination with any other real estate brokerage in North Carolina. This includes, but is not limited to, Better Homes and Gardens Real Estate Heritage or Mallette Real Estate, Inc.
22. GENERAL TERMS. If any section, clause, paragraph, or term of the Rental Agreement is held or determined to be void, invalid, or unenforceable for any reason, all other terms, clauses, or paragraphs herein shall be severed and remain in force and effect. This Agreement shall be binding on and inure to the benefit of the parties hereto and on each of their heirs, executors, administrators, successors, and assignees. This Agreement or any rights hereunder may not be assigned (in whole or in part) by you. This Agreement is taken in full compliance with federal, state, and local Fair Housing Laws, without regard to race, color, religion, sex, country of origin, handicap, or familial status. This Agreement becomes binding upon receipt of your initial payment and receipt of agreement. Sending payment constitutes your acceptance and agreement to these terms, conditions, limitations, and restrictions.