

Old North Rental Group

Rental Agreement

Effective for all bookings secured after August 1, 2024

Welcome and thank you for booking your vacation with Old North Rental Group (“Old North”).

This rental agreement is intended for renters booking their property through Old North. Please be sure to read this rental agreement (the “Agreement”). Per the North Carolina Vacation Rental Act (“NCVRA”), your acceptance of this agreement is determined upon taking possession of the property which you booked. 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 and/or will be sent to you prior to your stay. Old North has attached the general rules to this Agreement. Your reservation may also be subject to the terms and conditions of Airbnb, VRBO, or any other booking engine; these terms and conditions can be found on their respective websites.

By taking possession of the Vacation Rental, you are agreeing to each of the above-described terms and conditions, as well as the following for your selected property:

1. **RESERVATION 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 towels, cooking/cleaning equipment, linens, and other items). 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 and rules identified in this Agreement.
2. **PAYMENT TERMS & CANCELLATION:** The total amount due, including the base rental rate, taxes, and all 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.
 - For bookings that are made directly through Old North, with no third-party booking engine, guests are advised of the following cancellation policy, which is listed on Old North’s direct-booking website:
 - Guests who cancel their reservation within 48 hours of booking will receive a 100% refund, minus \$50. If the guest cancels their reservation after 48 hours of booking, but before 30 days of the scheduled check-in

date, the guest will be entitled to a 50% refund. Any cancellations within 30 days of the scheduled check-in will not be entitled to a refund.

3. **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 any time after 4:00pm on your scheduled arrival date. Check-out time is anytime before 10:00am on your scheduled departure date. You will receive check-in information no earlier than 48 hours prior to your arrival at 4:00pm. If you have reserved the Vacation Rental within 48 hours of the scheduled arrival date, your check-in instructions will be sent to you within two-hours of the initial booking. If you or a member of your party fails to vacate the Vacation Rental before the scheduled departure time, you grant Old North the right to charge the credit card used to book the reservation for an additional night at the average rate booked during your reservation. Further, Old North or the Guest Contact may initiate all proceedings ("Expedited Eviction") to remove you or any member of your group or your belongings from the Vacation Rental.
4. **DAMAGE:** Guests *may* be asked to secure a \$100 security deposit, which is to be refunded to the Guest no later than seven (7) days after the checkout date and a satisfactory inspection of the home by the Guest Contact. This amount 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 are responsible for damages to the property that have occurred during your stay other than normal wear and tear. This may include damage or loss occurring during your stay, violations of house rules/policies, additional cleaning fees, and/or fines or other costs incurred by the behavior of you or any other occupant during your reservation 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 additional cleaning and/or other charges. To ensure the proper party is held responsible, please notify your Guest Contact of any damage found at check-in.
5. **SPECIFIC DAMAGES.** Old North reserves the right to charge the credit card number used to secure the booking in specific events that are undeniably the responsibility of the Guest. By booking the Vacation Rental, the Guest will maintain responsibility for all persons on the property during their stay. Any of the following specific damages may apply, and guests may be responsible for multiple points herein:
 - Smoking is prohibited at all properties managed by Old North. If a guest has been found smoking inside the home, a \$500 fee will be imposed.
 - In keeping with North Carolina law, drug use is strictly prohibited at Old North properties. If a guest has been found to have possessed drugs, drug paraphernalia, or any other illicit substances at the home, a \$1,000 fee will be imposed.
 - Damages to the property, including all exteriors of the property, will be the sole responsibility of the guest. Any repairs that must be completed will be contracted through Old North and the guest will be responsible for 120% of the costs incurred. Guests are entitled to an invoice from Old North in this case.

- Soft goods, such as cushions, bed linens, towels, and rugs are thoroughly cleaned between guests. If a Guest has found to have soiled any soft goods within the Vacation Rental, Old North will charge the Guest for 120% of the cost of goods at the time of purchase. Guests are entitled to an invoice from Old North in this case.
 - In the event that additional cleaning must be performed on the Vacation Rental, Old North may impose a second housekeeping fee, which may exceed the original housekeeping fee that was charged upon booking. Any additional housekeeping fees will be charged at a \$30 per hour rate.
 - Other specific fees, as required by damages caused directly by specific guests, may be imposed at a 120% rate of invoice by the contractor to Old North.
6. **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, including adults and children. An 'Overnight Guest' is defined as someone staying at the property after 9:00pm. During the daytime, You may have other undocumented guests at the property, so long as the number of additional guests does not reach 200% of the maximum overnight occupancy listed on the Vacation Rental listing. Unless otherwise approved by the Guest Contact, 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.
7. **UNSATISFACTORY CONDITIONS:** If You notice any housekeeping, maintenance, hazardous, or other issues upon arrival at the property, 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.
8. **HOST ACCESS:** You agree to allow Old North, Guest Contact, and/or all their representatives 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.
9. **CONDITIONS, SYSTEM FAILURES:** In the event that your Vacation Rental sustains a failure of a system, including but not limited to water, sewer, electrical, mechanical, air conditioning/heat pumps, internet, propane, neither the Owner nor Old North will be liable to You for damages and no refunds will be given for such failures.
- However, it is the duty of Old North to give every effort to promptly repair or replace the failed system or equipment. In the event the system in question is unable to be serviced by a member of Old North's maintenance staff, a service company will be called to remedy the problem. You acknowledge that Old North is unable to compel any company to remedy issues any faster than quoted to Old North. You agree to allow Old North and all other service providers hired by Old North ample access to the Vacation Rental to remedy the failed systems.
10. **HOT TUB/SPA:** If your Vacation Rental does not have a hot tub, this line is voided. Hot tubs are meant to be enjoyed by the guest, but they are not meant to be mistreated by the guest. If you are pregnant, elderly, or have heart issues, you are advised to consult

with your doctor before using the hot tub. If you are found violating any of the following rules, or any rules posted at the home, you will be found in violation of this Agreement, forfeiture of any and all funds paid, and/or additional repair charges, as needed. Guests will be entitled to an invoice of all repair charges, if needed/requested. If your hot tub becomes unusable during your stay, by no fault of your own, you will be entitled to part or whole of the \$50 hot tub fee, as described on your booking engine and as determined by Old North.

- Guests may not leave the hot tub uncovered for any amount of time while the hot tub is not in use.
- Guests may not leave the hot tub cover on the ground for ANY amount of time.
- No food or drinks are allowed in the hot tub.
- Smoking is strictly prohibited inside the hot tub.
- No diving or jumping into the hot tub.
- Hot tubs should not be placed any higher than 104 degrees fahrenheit.
- Children under 18 must be supervised by an adult at ALL times.

11. INDEMNIFICATION & HOLD HARMLESS; ASSUMPTION OF RISK. You agree to indemnify and hold harmless Old North, your Guest Contact, and any and all property owners for any liabilities, damages, cost, or expenses whatsoever arising from or related to any claim in connection with your use and/or occupancy of the Vacation Rental. This is including, but not limited to, any claim 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 reservation. You and anyone using the Vacation Rental during your reservation 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.
12. FORCE MAJURE: In the event that 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.
13. ATTORNEY'S FEES & COSTS: If Old North employs the services of an attorney or attorneys to enforce any conditions of this Agreement, you shall be liable to Old North, 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 your party, you will be subject to immediate cancellation of your reservation without refund, removal from the property, and additional fees, as set forth previously in this Agreement. Old North reserves the right to request copies of the Guest's identification to enforce this term. If a Guest refuses to comply within a reasonable time, Old North may cancel the reservation with the same rights herein.
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 interest (in whole or in part) to this Agreement or any rights hereunder.

16. **EVENTS:** Weddings, Receptions, and/or other Events are permitted only with the written consent of Old North. By booking the Vacation Rental, unless given prior authorization, You are intending to use the Vacation Rental for a limited short-term rental. If You are planning a Wedding, Reception, and/or other Event, you must inform Old North more than 30-days in advance of your scheduled check-in date. Old North may, in its discretion, ask You to complete additional forms and addendums to this Agreement. If You have obtained permission from Old North to host an event at the Vacation Rental, You will be asked to hold event insurance on the property for the duration of your stay.
17. **TRUST ACCOUNT:** Any payments made to Old North Rental Group, including rents, fees, security deposits, and all other payments to Old North are deposited to an interest-bearing Trust Account at United Community Bank (UCBI), located at 145 Slope St, Bryson City, NC 28713. You agree that such deposits may be in an interest-bearing trust account, and that any interest thereon shall accrue for the benefit of and shall be paid to Old North Rental Group as it accrues and as often as is permitted by the terms of the account.
18. **MEDIATION & ARBITRATION:** If you have a dispute that arises from or relates to this Agreement or Vacation Rental, and if the dispute cannot be settled through direct discussions, you agree to first settle the dispute by mediation 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.
19. **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.
20. **DOUBLE BOOKINGS:** Double bookings are rare. In the event that your reservation for the Vacation Rental overlaps with that of another reservation, Old North reserves the right to relocate your reservation to another property within Old North's rental program, or that of another company. If the home You have been relocated to is within Old North's rental program, all terms inside this agreement shall still be binding. Every effort will be made to ensure that the replacement property is comparable to the original rental property. Old North shall have the sole right to select such replacement property and agrees to pay any additional charges that would be due in excess of the rate for the

original booking. You will have the option to accept the replacement property or to accept a refund of all rents and fees paid for the original booking. You agree that Your choice between these alternatives will be Your sole remedy for any and all damages, liability or inconvenience arising out of the double booking.

21. **PROPERTY TRANSFER:** In the event that ownership or management of the Vacation Rental is sold or transferred prior to your reservation, it is the duty of Old North to notify You within 30 days, per the North Carolina Vacation Rental Act. Also per the NCVRA, new ownership/management shall honor any and all reservations whose check-out date is scheduled within 180-days of the transfer. You have the right to enforce the terms of this Agreement with any new owner, either through Old North or a new property manager. If your occupancy is scheduled to end after the 180-day window, you are not entitled to enforce this Agreement unless the owner agrees to honor this Agreement in writing. If your rights are otherwise affected under the Act, Agent agrees to notify you accordingly and conduct itself in accordance with the terms and conditions as set forth in the Act.
22. **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.**
23. **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.**
24. **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.
25. **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.
26. **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.

THIS IS A VACATION RENTAL AGREEMENT UNDER THE NORTH CAROLINA VACATION RENTAL ACT N.C.G.S 42A AND THE NC SECURITY DEPOSIT 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. KEES VACATIONS WILL CONDUCT ALL ITS ACTIVITIES IN REGARD TO THIS AGREEMENT WITHOUT RESPECT TO THE RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, NATIONAL ORIGIN, AND HANDICAP OR FAMILIAL STATUS OF THE GUEST OR ANY OTHER PARTY TO THIS AGREEMENT.

RENTAL RULES:

1. Smoking is strictly prohibited, including the use of tobacco, e-cigs, vapes, and any illicit substances as dictated by North Carolina law. Violation of this rule will result in a minimum fine of \$500.
2. Noise: Whether your home is secluded or in downtown, noise is expected to be at a minimum between the hours of 9:00pm and 8:00am.
3. Please do not rearrange furniture, or wall art.
4. Homes outside of city limits are likely on an individual septic system. Because of this, we respectfully ask that you do not flush wipes, feminine hygiene products, or other items other than toilet paper.
5. Homes outside of city limits are likely using well water. A dripping faucet or running toilet can empty the holding tank overnight. Please do not leave faucets running while not in use, and report any leaks to your Property Manager.
6. All towels in the bathrooms are intended to stay in the bathrooms. If your rental has a hot tub, please do not use your bath towels for the hot tub. Additional beach towels are provided for your stay, and we ask that you use the beach towels for your hot tub use.
7. If your home is pet-friendly, you are asked to secure a non-refundable \$50 pet deposit on your booking engine.
 - o All pet waste is the responsibility of its owner. Do not leave pet waste in or around the Vacation Rental.

- All damages to the home caused by your pet is the responsibility of the guest. Your pet fee does not cover damages.
 - Pets should not be able to roam free on the property while guests are not present at the Vacation Rental.
8. Guests are responsible for all check-out procedures and must vacate the Vacation Rental before 10:00am on their reservation's date of departure.
 9. All locked rooms inside the home must not be tampered with for the duration of the stay. The Vacation Rental listing clearly states the address of the property. All outbuildings found on the property are not listed as part of the Vacation Rental unless clearly stated in the listing. Do not trespass on other properties while staying at the Vacation Rental.
 10. All trash must be picked up around the Vacation Rental, and no loose trash should be outside the home. If found, there will be a \$5 fine assessed per each item of debris that is located on the property. Items that may be found include but are not limited to beer bottles, caps, cans, napkins, boxes, and other items.
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CHECK OUT INSTRUCTIONS:

1. Check-Out is at 10:00am.
2. Please leave all trash in bags in the designated trash bin outside. If your home does not have a trash bin, please leave it off the porch, on the ground.
3. Please strip the beds and leave the sheets on each individual bed.
4. Leave all towels and washcloths in one of the bathroom showers.
5. Start the dishwasher.

Thank you for choosing to stay with Old North Rentals. We wish you safe travels back home!