



204 East State St
Black Mountain, NC 28711
828-669-1072
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Advance Rent Request and Lease 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.

In consideration of the rents received and the mutual promises made herein, the Owner of the subject property, through GreyBeard Property Management and Sales, Inc., d/b/a "Greybeard Realty", his agent (the "Agent" or "GreyBeard Realty"), does hereby lease and rent to "Tenant",

<Customer_FullName>
<Customer_FullAddress>

that certain property described herein subject to the following terms and conditions:

Premises. The Agent does hereby lease to Tenant, and Tenant does hereby lease from Agent the Premises located in either Buncombe or McDowell County, state of North Carolina and more particularly described as:

<Unit_FriendlyName>
<Unit_Address1>
<Unit_City><Unit_StateProvince><Unit_PostalCode>
Unit Phone number: <Unit_Phone1>

Term. This lease shall begin at 4:00 p.m. on <Booking_CheckInDate>(the "Arrival Date") and shall end at 10:00 a.m. on <Booking_CheckOutDate>. Maximum Occupancy <Unit_MaximumOccupancy>.

Rental. One-half of the rental amount is due and payable upon execution of this Agreement and due no later than 14 days from the receipt of this lease. The balance of the rental amount is due and payable not less than 30 days prior to Arrival Date. Please include your reservation number, <Reservation_Number>, on your check so that we can correctly apply your payment.

<Reservation_BookingDetail RentChargesTotal=True IncludeTravellInsurance=True>

<Reservation_DepositSchedule IncludeTravellInsurance=True>

<Reservation_ChargesPayments IncludeTravellInsurance=True>

1. Final Balance. We do not send separate billing for the final balance of rent, taxes; and special charges. These monies must be received in our office no later than 30 days prior to your Arrival Date. If the balance is not received by this time and you have paid with a credit card we will debit the credit card on file for the balance due.

Checks should be made payable to GreyBeard Realty. We also accept Visa and MasterCard. The sales tax and occupancy tax combined rate as of printing is 11.75-12.75%. These monies are due in addition to your rental amount are booking fee, pet fee, linen charge. The tax rates are governed by Buncombe and McDowell County and the State of North Carolina and may change without notice. Collection of taxes are required on rent, booking fee, pet fee, linen charge and other rental fees.

2. Trip Insurance. The above total may or may not reflect the purchase of trip insurance on your rental with Greybeard Realty. The charge for trip insurance is 7% of the total trip cost. This insurance can cover the cost of your rental if your trip is interrupted or cancelled due to documented medical illness, death, or natural disaster. For more information please visit www.redskyinsurance.com or call Red Sky at 1-866-889-7409. **IMPORTANT: If you wish to purchase trip insurance, please contact Greybeard Realty before making your final payment. Or, you may disregard this lease and contact Greybeard Realty by phone or email so that we can send you a NEW LEASE with trip insurance included.** Please note that if you choose to deny insurance the following cancellation policy applies. Agent makes a fee on trip insurance.

_____(please initial) **I wish to decline trip insurance offered to me by Greybeard Realty.** If I wish to purchase trip insurance, I will contact Greybeard Realty before making my final payment. I understand the Greybeard cancellation policy and realize that some or all of my money may be forfeited if I cancel my reservation without insurance.

Cancellations by Tenant. In the event of a cancellation by the Tenant, Tenant shall receive a refund of all payments made by Tenant, less an administration fee of \$75.00, if the Premises are re-rented on the terms set forth herein. If Premises are not re-rented on the terms set forth herein, Tenant will not be entitled to a refund of any payment made hereunder. Whether or not the Premises are re-rented, Tenant, rather than Agent, shall be responsible for seeking reimbursement of any fees paid by Tenant to Agent for goods, services, or benefits procured by Agent from third parties for the benefit of Tenant that may have been paid out prior to Tenant's cancellation. All sublets must be handled by Agent. The Owner and the Agent reserve the right to cancel this Agreement at any time prior to the Tenant taking occupancy. In the event such cancellation occurs, the Agent will refund all moneys received to Tenant, and neither Agent nor Owner will be liable for any damages of any sort incurred by Tenant as a result of such cancellation. If Tenant desires to be placed in alternative premises, Agent will make full faith effort to relocate Tenant, but if premises are more expensive, Tenant agrees to pay difference.

3. Transfer. Tenant may request a transfer from one week to another week in the same cottage, same year. All requests for transfers must be made in writing and received by the Agent at least 30 days prior to check-in. Transfers which occur from a higher rental rate season will remain at the charge of the higher rental rate season, unless re-rented. Transfers from a lower rental rate season to a higher rental rate season will be charged the higher rental rate. There will be a \$75.00 transfer fee charged for each transfer. Transfer to another rental unit will be treated as a cancellation.

4. Disbursement of Rent and Third Party Fees. Tenant authorizes Agent to disburse the rent set forth in "Rental" paragraph above to Owner (or as Owner directs) upon the commencement of the tenancy, a material breach of this Agreement by Tenant, or as otherwise permitted under the North Carolina Vacation Rental Act. **Tenant agree to pay a \$25.00 processing fee for any check of Tenant that may be returned by the financial institution due to insufficient funds or because Tenant did not have an account at the financial institution.** 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, transfers, travel insurance or cancellations of Tenant's tenancy. Agent may earn a fee for goods, services, and benefits procured by agent for the benefit of tenant.

5. DAMAGES/ACCIDENTS TO RENTAL UNIT. Leaseholder agrees to notify the Rental Agent immediately as to any damages or accidents that occur to the premises, to both real property and personal property during your rental period. If the agent determines that no intentional or wanton or willful misconduct was done, the agent will repair/replace as needed up to \$250. Any damage or accident that exceeds \$250 will be the responsibility of the leaseholder. **DAMAGES MUST BE REPORTED IMMEDIATELY PRIOR TO CHECK-OUT IN ORDER FOR THE RENTAL AGENCY TO REPAIR/REPLACE SAID DAMAGES. OTHERWISE, ALL DAMAGE COSTS WILL BE THE RESPONSIBILITY OF THE LEASEHOLDER. PET DAMAGE IS THE RESPONSIBILITY OF THE LEASEHOLDER.**

6. **Check-In. Check-in time is after 4:00 p.m.** GreyBeard Realty makes every effort to ensure that all units are clean and ready for occupancy; however, in some instances it may be necessary to delay occupancy until the cottage is ready. There are no rebates for such late occupancy. Please do not go to the house early. It delays cleaning, servicing and inspection of the cottage and your check-in time.

7. **Check-out. All units must be vacated by 10:00 am** on check-out day or tenants may be subject to a minimum \$25.00 per hour check-out fee. Our inspection crews depend on your timely departure so they can take care of preparing for the next scheduled tenants. Check-out duties include straightening all furniture, doing dishes, taking and placing trash in outside container, adjust the A/C or heating units, closing and locking all windows and doors and leaving the unit in good shape for the next renter. We will deduct a cleaning fee (\$40.00 minimum) from your damage/cleaning deposit if the property is not left in acceptable condition. GreyBeard Realty cannot be responsible for items left in the cottage.

8. **“Rules of the House” and Tenant Obligations.**

a. Accommodations and Furnishings. Each cottage is privately owned, furnished, equipped for housekeeping and decorated to the Owner's taste. Kitchens come stocked with cookware and dinnerware. Beds have mattress pads, bedspreads, blankets and pillows. **PLEASE BRING ALL PAPER PRODUCTS, SOAPS, STAPLES, PERSONAL ITEMS AND sheets and towels, unless house specifically states that sheets and towels are provided.**

b. Family Groups & Maximum Occupancy. Tenancy is reserved for family groups, as authorized by our contracts with the Owner. No fraternities, school, civic or other non-family groups are allowed unless prior approval is received from the Owner or Agent. Identification must be furnished upon request. Violation of the above is grounds for immediate eviction without refund. The maximum designated occupancy limit is set forth above and cannot be exceeded. Occupancy count must include children.

c. Maintenance and Repairs. Every reasonable effort is made to keep each property and its equipment in good working order. Please notify GreyBeard Realty promptly of any difficulty you incur during your stay. We will make every good faith effort to correct any problem with mechanical systems, appliances, hot tubs, etc. as quickly as possible and you can expect a courteous and professional attitude toward problem solving. Replacements are not provided. There will be no rebates given for inoperable appliances, malfunctioning mechanical systems and faulty equipment. Owner and GreyBeard Realty shall have the right to reasonably inspect the property during occupancy and make repairs to its fixtures, appliances, furnishings and facilities during the rental period.

d. Messages and Mail. Please advise friends and family of your cottage's name, location number and telephone number. GreyBeard Realty is not staffed to deliver messages.

e. Telephones. Due to the high level of cell phone usage, many homes do not include a home landline. If the home does include a telephone, the number will be printed on the info sheet. The telephone at your rental home is not connected to a switchboard. **Do not charge long distance calls to the Owner's phone.** All calls throughout Buncombe County are toll-free. All other calls, including information request calls, are long distance and should be charged to your calling card, made collect or billed to your home number. If you make toll calls on the Owner's phone, You will be responsible for the payment for these calls.

f. Pets. **Most of our homes do not allow pets under any circumstance.** For pet-friendly houses, approval of the pet by Greybeard Realty must be obtained. Those cottages allowing pets are limited to one or two housebroken domestic animals, depending on the home. A \$100.00 per pet, non-refundable fee is charged on all reservations including a pet. A pet of any kind on the premises of a non-pet house is absolutely prohibited and is grounds for immediate eviction of the entire party and forfeiture of all monies paid. As a reminder, please clean up the surrounding property before check-out. **If housekeeping notes that a pet was present on a non-pet friendly property, you will be charged a minimum of \$600 to cover carpet and upholstered furniture cleaning and air purification measures.**

g. Lock Out Policy. In the event you are locked out during your vacation, you may call the Agent to borrow a key which must be returned immediately. Call our office number and an agent will meet you for a fee of \$25.00.

h. Grills. The use of any grill, other than a gas grill which might be provided by the Owner, is absolutely prohibited on any wooden decks. Charcoal grilling is not permitted except where a grill is provided by the Owner.

i. Owner's Closets. Each house may have at least one locked closet which is not available to guests. These doors are checked

after each rental by our staff.

j. Firearms. The discharge of firearms is not permitted at rental properties.

k. Smoking. This is a NON-SMOKING Property. Tenants shall agree that a violation will result in their being charged for the cost of cleaning.

l. Unauthorized Use of Premises. If in the sole discretion of the Agent, Tenant becomes objectionable or violates any terms of this Agreement, Tenant may be evicted without refund. Any group renting the Premises under false pretenses will be evicted without refund. In the event a group exceeds the maximum number of people or in the event people are occupying the Premises other than those authorized, they will be required to vacate the unit without refund.

m.Noise or Loss of View . GreyBeard Realty will not be held responsible for noise or loss of view due to construction or for any amenities which are closed down for maintenance purposes or inoperable conditions.

n. Amenities. Homes with fireplaces are not responsible for supplying firewood, but many of them will have wood at the house.

o. Hot Tub Use: Release & Waiver of Liability and Indemnity Agreement

Guests use the hot tub entirely at their own risk. The renter or any person of the renter's party should not use the tub for more than 15 minutes at a time. Children under the age of 6 years are not permitted to use the tub. **Guests are not permitted to use the hot tub after 11pm or before 7am**, so as not to cause a nuisance to neighbors. Guests doing so may have their rental terminated.

Use of the hot tub carries risks that may result in serious injury or death and unsupervised use by children and minors is prohibited. Elderly persons, pregnant ladies, infants and anyone subject to heart disease, diabetes, low or high blood pressure, strokes, epilepsy, allergies or similar conditions should not enter a hot tub without first consulting a physician. It is prohibited to use the hot tub while under the influence of alcohol or medication. If you are taking medication of any kind or being treated for any illness, consult your physician prior to using the hot tub. For your safety, the hot tub should be kept at a temperature never to be above 104 degrees. An adult must supervise children under age 15 at all times.

The tenant hereby assumes full responsibility for risk of bodily injury, allergic reactions, infections or any other illnesses or ailments and death or property damage due to the use of the hot tub. The responsibility is assumed in respect of himself/herself and all guests, children and family whom are permitted to use the tub by the tenant.

The tenant further expressly agrees that the foregoing release waiver and indemnity agreement is intended to be as broad and inclusive as permitted by law and that if any provision is held invalid it is agreed that the balance shall notwithstanding continue in full legal force and effect.

Any dispute, controversy or claim arising out of or related to this agreement or the interpretation of this agreement shall be settled by arbitration in accordance with the rules of the American Arbitration Association.

9. **Agent Duties**. Owner 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 without respect to the race, color, religion, sex, national origin, handicap or familial status of any tenant.**

10. **Expedited Eviction**. If the tenancy created hereunder is for 30 days or less, the expedited eviction procedures set forth in Article 4 of the North Carolina Vacation Rental Act will apply, which provisions are incorporated herein by reference. Upon compliance, 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 (a material breach of this Agreement includes, but is not limited to, any violation of Section 8(j) hereof), (iii) fails to pay rent as required by this Agreement, or (iv) has obtained possession of Premises by fraud or misrepresentation. If the tenancy created hereunder is for more than 30 days, the summary judgment procedures set forth in Article 3 of Chapter 42 of the North Carolina General Statutes will apply.

11. 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 the prorated rent for each night that the Tenant is unable to occupy the Premises because of the order.

12. Transfer of Premises. 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 lawfully 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 payment made by Tenant.

Upon termination of Owner's interest in the Premises, whether by sale, assignment, death, appointment of receiver or otherwise, the Owner, Owner's agent, or real estate agent is required to transfer all advanced rent paid by Tenant (and other fees owed to third parties not already lawfully disbursed) to the Owner's successor-in-interest within 30 days, and notify Tenant by mail 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 advanced rent paid by Tenant (and other fees owed to third parties not already lawfully disbursed) must be transferred to Tenant within 30 days.

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 (and other fees owed to third parties not already lawfully disbursed) within 60 days of the transfer.

13. Indemnification and Hold Harmless; Right of Entry: Tenant agrees to indemnify and hold harmless Agent and 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 negligence or willful act of Agent or Owner, or the failure of Agent or Owner to comply with the North Carolina Vacation Rental Act. Tenant agrees that Agent, Owner or their representative may enter the Premises to inspect the Premises, to make such repairs, alterations or improvements thereto as Agent and Owner deem appropriate, or to show the Premises to prospective purchasers or tenants.

14. Trust Account. Any advance payments made by Tenant shall be deposited in a trust account with First Citizens Bank located at 417 West State Street, Black Mountain, NC 28711. ALL ADVANCE RENTAL PAYMENTS, RENT BALANCES AND RESERVE FUNDS PAID BY TENANT MAY BE PLACED IN AN INTEREST-BEARING TRUST ACCOUNT OF THE AGENT WITH ALL INTEREST ACCRUED PAYABLE TO AGENT.

15. Retrieval of Lost and Found: Although Agent cannot be held responsible for items left behind, we do make every effort to locate and return them to you. Contact our office and items found will be returned to you and a \$35 handling fee plus postage will be charged to Tenant. Unclaimed items will be donated to charities after thirty days.

16. Miscellaneous: Subject property may or may not be owned by a North Carolina Real Estate Licensee or licensee of another state. Amendments to the Agreement have to be in writing and signed by all parties to the Agreement. Lease Agreement represents the entire agreement of the parties, and there are no representations, inducements or other provisions other than those contained in the Agreement. Tenant agrees that in the event of a dispute, (i) the Agreement will be interpreted in accordance with North Carolina law, (ii) the Agreement is to be considered as having been entered into in Buncombe County, (iii) any legal action may only be instituted in Buncombe County. This Agreement may not be assigned, nor shall the Premises be sublet, without written permission of Agent. This Agreement is a legally binding agreement, and, in the event Tenant does not understand Agreement, Tenant should consult an attorney.

TENANT GREYBEARD PROPERTY MANAGEMENT AND SALES, INC.
D/b/a GreyBeard Realty-C10460

DATE: DATE: