

**Randall Glen**  
**Vacation Rental Agreement**

96 Randall Cove Road, Leicester, North Carolina 28748  
828-683-5758  
info@randallglen.com

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. This agreement binds you to a specific property for a specific time. Your verbal authorization at time of reservation, 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.

The following agreement must be signed and returned to Randall Glen prior to your arrival. Each item must be initialed and a signature at the bottom is required. Please mail to Randall Glen, 96 Randall Cove Road, Leicester, NC 28748. Online bookings require your acceptance of the Vacation Rental Agreement in lieu of signing a hard copy.

\_\_\_\_1. ADVANCE PAYMENT of one-half the rental rate and this signed Vacation Rental Agreement must be returned to Randall Glen within ten (10) days of the date Property is reserved. If Vacation Rental Agreement and advance payment are not returned to Randall Glen within that time, the reservation may be canceled without notice. Reservations made within 45 days of check-in will be paid in full with your credit card at time your reservation is made.

\_\_\_\_2. BALANCE DUE, including taxes and goods or services purchased, must be received by Randall Glen 45 days prior to arrival. 45 days prior to your arrival, your credit card will be billed for the remaining balance unless you make other payment arrangements. Guest is responsible for timely remittance of balance due. No additional notice will be given.

\_\_\_\_3. ON-LINE RESERVATIONS will charge your credit card 50% of the rental amount at the time of booking. 45 days prior to your arrival, your credit card will be billed for the remaining balance unless you make other payment arrangements. On-line reservations made within 45 days of check-in will be paid in full with your credit card at time your reservation is made. Online bookings require your acceptance of this Vacation Rental Agreement in lieu of signing a lease.

\_\_\_\_4. PHONE RESERVATIONS will require 50% of the rental amount if made more than 45 days before arrival and shall include your signed Vacation Rental Agreement. The balance is payable 45 days prior to arrival. Phone reservations made within 45 days of arrival will be paid in full at time of

reservation. Your signed Vacation Rental Agreement will be mailed to Randall Glen, 96 Randall Cove Road, Leicester, North Carolina 28748. If paid by check, a \$50 dollar fee will be charged to guest for any returned check.

\_\_\_\_5. SECURITY DEPOSIT In lieu of a security deposit, your signing the Vacation Rental Agreement warrants that you will leave the property in good condition and gives Randall Glen permission to charge your credit card to correct any violations or damages. All credit card information will be securely disposed of at the end of your Rental Agreement period.

\_\_\_\_6. DIRECTIONS TO PROPERTY will be emailed to guest 14 days prior to arrival. Guest is responsible for receiving these driving directions. If for some reason guest does not receive these, call our office at 828-683-5758 and we will re-send or fax.

\_\_\_\_7. ARRIVAL AT PROPERTY - 4 PM – 8 PM

DEPARTURE FROM PROPERTY - 11 AM or Sooner

This policy will be strictly followed. Guest may request and purchase early or late arrival, or late departure for \$50. This will be done on a case by case basis. Failure to follow above policy will result in a \$50 charge to guest credit card. Guest signature on this Rental Agreement gives Randall Glen permission to charge this fee to credit card. In June and July there is Saturday and Sunday check-in only. In these months, visit must be scheduled to begin on one of these days. This requirement may be waived for last minute reservations only.

\_\_\_\_8. ADVANCE RENT PAYMENTS AND BALANCES are deposited in Randall Glen interest bearing Trust Account at First Citizens Bank in Asheville, NC with interest accrued payable to Randall Glen.

\_\_\_\_9. TAXES as required by North Carolina include the collection of Sales and Use tax on all rents and fees for goods and services charged to guests and the applicable Occupancy Tax on the rent. These taxes will be collected in addition to the rental fee. Taxes are subject to change and amounts may be added to your total or subtracted from your total, without prior notice, based on changes which occur in North Carolina tax rates.

\_\_\_\_10. CANCELLATIONS are refundable, less a \$75 cancellation fee, only with written cancellation at least 45 days prior to arrival date. The mailing address is: Randall Glen, 96 Randall Cove Road, Leicester, NC 28748. Without 45 days' notice, deposits are only refundable if the cabin is re-rented. Otherwise, this reservation and all payments made are non-refundable and noncancellable. If property is not re-rented, the entire payment will be forfeited. If it is re-rented for less than the original rate, guest will receive the balance of the advance rental payment less \$75 cancellation fee plus tax and less the difference from the original rate. Refunds will be payable to the guest within 45 days after the subsequent re-

rent payment has cleared our accounts. TRIP CANCELLATION INSURANCE IS HIGHLY RECOMMENDED TO PROTECT AGAINST UNEXPECTED EVENTS.

EARLY DEPARTURE: There will be no refund for early departures.

SEVERE WEATHER: There will be no refund in the event of severe weather affecting your arrival, stay or departure.

\_\_\_\_11. SMOKING IS PROHIBITED AT ALL PROPERTIES. If this regulation is violated and smoking is detected in the rental property, a \$150 penalty will be charged to the credit card on file. By signing this agreement, guest authorizes Randall Glen to charge this fee to your credit card.

\_\_\_\_12. PETS ALLOWED ONLY at Fox Bark cabin. Guest will pay the \$125 fee per pet and must ask permission to bring more than one pet to the property. By bringing a pet, guest agrees to the terms of the complete Pet Agreement, which provides very specific rules for pets. RECEIPT OF A SIGNED PET AGREEMENT WILL BE REQUIRED PRIOR TO YOUR ARRIVAL AT THE PROPERTY. Online bookings require guest's acceptance of the Pet Agreement in lieu of signing a hard copy.

The Pet Agreement also provides that pets brought without advance notice will be charged DOUBLE the normal pet fees. Pets brought to cabins that do NOT allow pets will incur a penalty of \$300 and immediate eviction with forfeiture of remaining paid stay. NO EXCEPTIONS. Guest's signature on this Vacation Rental Agreement gives Randall Glen permission to charge their credit card for this violation. Pets are limited to domestic, housebroken, nondestructive adult pets (no puppies). Guest agrees that pet is on a flea program such as Frontline or Advantage.

\_\_\_\_13. FAMILY OR CORPORATE GROUPS ONLY. Guest acknowledges that he/she is at least 21 years old and understands that he/she MAY NOT rent the property in connection with a non family use such as high school, college or civic groups. To do so without prior approval is a material breach and would be grounds for immediate EVICTION. NO EXCEPTIONS – NO REFUNDS. Rentals by non-family groups will be considered on a case-by-case basis.

\_\_\_\_14. MAXIMUM OCCUPANCY is shown on the property description must not be exceeded. Occupancy count DOES include children over the age of one. The hosting of parties which would increase the maximum occupancy in the cabin, on decks, stairs or anywhere on cabin property, is a violation of your rental lease. OVER OCCUPIED PROPERTY CONSTITUTES A MATERIAL BREACH AND IS SUBJECT TO IMMEDIATE EVICTION. NO REFUNDS. NO EXCEPTIONS. Guest may ask for special permission for a family gathering which will include more than the allowed number of guests for up to a 3 hour period. This will be done on a case by case basis and must be approved by Randall Glen in advance. No RVs, campers or mobile homes may be parked on the premises for the purposes of extra sleeping capacity.

\_\_\_\_15. CLEANING AND DEPARTURE Guests are to clean and store all dishes, utensils and cookware. Any furniture moved must be replaced to original position before departure. Garbage is to be bagged and placed in the appropriate outside container, and litter in vicinity of cabin is to be picked up and disposed of. Beds used during your stay are to be left unmade upon departure and used towels to be placed in bathtub. Auxiliary Aerobed, if used, is to be taken down and replaced in duffle. All food is to be removed from refrigerator and cabinets. If spills occurred, floors should be swept or vacuumed prior to departure. Guest is to set the air conditioner at 75, or the heat at 65, leave the doors unlocked and return the key to the office. Guest understands that if cleaning / departure procedures are not followed and additional cleaning is necessary, his credit card on file with Randall Glen will be charged up to \$75.00 as needed. Guest will be billed full replacement value of any towels, sheets, or other furnishings missing from the property after departure as well as for any damages.

\_\_\_\_16. CONDITION OF PROPERTY AND MAINTENANCE Property will be clean upon guest arrival. All equipment should be in working order. Please report any inoperable equipment to our office. Reasonable effort will be made to repair equipment. No refunds will be made for inoperative air conditioners, appliances or for mechanical failure or delayed service of any kind. Randall Glen is not responsible for minor changes in furnishings or equipment or for inaccuracies of description, distances, or any printing errors.

\_\_\_\_17. ACCIDENTS Guest agrees to hold Randall Glen harmless and without liability for any accident, injury or bodily harm which might occur during guest stay at the property.

\_\_\_\_18. CONSTRUCTION Randall Glen cannot be responsible for any construction or road repair that may be occurring in the vicinity of the cabins or near the property. No compensation, refund, or move to other cabins will be considered.

\_\_\_\_19. LOCKED CLOSETS There may be locked areas containing Randall Glen property. Please respect these locked closets, cabinets or rooms. They are NOT INCLUDED as part of your rental.

\_\_\_\_20. FIREPLACES Guests may NOT use the fireplace while the air conditioner is running. Guest must act responsibly by tending the fire carefully, making sure it is out, and not leaving the cabin while a fire is burning.

\_\_\_\_21. HOT TUBS Hot tubs are cleaned between guests. Since our employees are not on the premises during the use of these amenities, guest agrees to be solely responsible for the use and operation thereof.

\_\_\_\_22. FURNISHINGS AND EQUIPMENT Cabins are furnished for normal housekeeping with bed linens, towels, dishes, cookware, flatware, glasses, grills, and kitchen appliances. For fire safety, guests must use grills in designated areas only and never on the porches, making sure charcoal is out after usage.

\_\_\_\_23. ARTICLES LEFT AT PREMISES will be retrieved and shipped to guest for a minimum \$25 fee plus shipping charges. KEYS LOST OR NOT RETURNED will incur a \$65 replacement cost during or after the guest stay. By signing this agreement, guest authorizes Randall Glen to charge this fee to your credit card.

By signing this agreement guest accepts each and all of the aforementioned terms and conditions.

I understand and agree to these terms as evidenced by my initials on each item above and my signature below.

\_\_\_\_\_

Print name

X \_\_\_\_\_

Signature

Date