

LOG CABIN IN THE CLOUDS

Log Cabin in the Clouds, LLC

Vacation Rental Agreement

Date: _____, 20__

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This agreement made on the above date is between Log Cabin in the Clouds, LLC (Owner) and the following party:

Name _____ (Renter)

Phone _____ Fax _____

Email: _____

Home address _____

City _____ State _____ .ZIP _____

Total number of persons in party: _____ Adults: _____ Children: _____

The Owner and Renter agree as follows:

1. Owner grants full use of LOG CABIN IN THE CLOUDS (the premises), Murphy, North Carolina 28906, beginning on _____, 20__ and ending with departure on _____, 20__ **CHECK IN TIME AFTER 3PM, CHECK OUT BEFORE 10AM** (times are **strictly enforced** because we need enough time to clean, etc. – thank you!)

2. SECURITY DEPOSIT AND FULL PAYMENT OF RENT are due AT TIME OF BOOKING. We will refund your rent and security deposit (minus a \$75 booking fee) if reservations are cancelled 45 days in advance of rental date.

3. No more than 12 persons may reside at the cabin at any time. Only registered guests may occupy the property.

4. NO PETS ALLOWED INSIDE OR OUTSIDE, NO SMOKING PERMITTED INSIDE OR OUTSIDE and NO HOUSE PARTY GROUPS please! Thank you. We will not rent to vacationing students or singles under 25 years of age unless accompanied by an adult, guardian or parent.

5. Renter shall pay the Owner a damage and security deposit of \$300.00 with their rental fee. Deposit will be mailed back to Renter upon approval of our cleaning service (within 36 hours of vacating property).

6. No guns, firearms or illegal substances on the premises. No burning of wood outside.

7. Owner will supply towels, sheets, down comforters, and blankets. Kitchen utensils and some paper products are provided for our guests. AS A COURTESY we MAY also have some spices, coffee & filters, common condiments, paper plates, baggies, picnic supplies, that sort of thing, for you to use as well. We only ask that if you use the last of an item, please replace it for our next guest.

8. Renter is welcome to use the telephone in our cabin for unlimited local and long distance calls within the U.S. and the computer for internet access.

9. The Renter agrees to leave the keys for the cabin on the kitchen table at the time of departure, and to securely lock all doors and windows before leaving.

10. Renter agrees to maintain the home in the condition it was in at the time he/she took possession and to assume responsibility for any loss or damage beyond normal wear and tear.

11. **CHILDREN SHOULD BE WATCHED AT ALL TIMES: THIS PROPERTY IS A TRUE MOUNTAIN PROPERTY IN EVERY SENSE.** Guardians should take care to watch their children carefully on the decks and in the back yard. Renters that have children or guests under the age of 16 must initial this section of the document that the owner has informed the renters of the dangers of decks and property and that the owner is held blameless in the event of injury. Sign Here _____

12. It is expressly understood and agreed that the Owner of the premises, shall not be held liable for any damages or any injury to Renter or his family and guests, or to Renter's, his family's or his guests' property from whatever cause arising from occupancy of the premises by Renter, his family and his guests. Renter, his family and his guests understand that this is a vacation mountain property and rental is at their own risk. It is further understood and agreed that owner shall not be responsible for any personal property left by Renter in the premises. (However, we will do our best to get property back to Renter if we find it on the premises.) Sign Here _____

13. Weather, Acts of God, and Other Events: In the event that there is a mandatory evacuation or inability to occupy the cabin due to weather, acts of God, fire, flood, or other cause beyond the control and without the fault or negligence of the owner of the cabin, the maximum liability for any claim, loss expense, or damage shall in no event exceed sums actually paid by the Renter to the Owner and Owner will not be liable for incidental, special, consequential or indirect damages arising out of or in connection with this Rental Agreement. In the event of lost power, flood, hurricane, blizzard or other acts of God that makes the cabin uninhabitable, the Owner will refund the prorated amount of unused rent.

14. In the event the Renter breaches any of the terms/conditions of this agreement, the Owner may terminate this agreement and enter the Premises. The Owner shall be entitled to attorney's fees and/or damage deposits in any action brought to enforce these terms. By signing below, I agree to all terms and conditions of this agreement.

Owner Signature: _____ Date _____ 20____

Renter Signature: _____ Date _____ 20____

RENTAL RATES (In US Dollars):

For up to 2 persons:

\$699.00/week...\$130.00/day...\$2,350.00/month (Year Round)

Additional rate per person from 3 to 12 persons:

\$85.00/week...\$20.00/day...\$360.00/month (Year Round)

Above rental rates include NC hospitality tax, internet access and unlimited local and long distance phone calls within the USA.

Minimum stay is 3 nights. Weekly stay is 7 days! Cleaning fee is \$120.00. Refundable deposit of \$300.00 required with reservation.

Note: Until confirmed, rates are subject to change without notice.

RENTAL AMOUNT	\$	_____
CLEANING FEES	\$	120.00
REFUNDABLE SECURITY DEPOSIT	\$	300.00
TOTAL CHARGES AND DEPOSITS	\$	_____

CREDIT CARD AUTHORIZATION

MC / VISA (Circle one) No. _____ Exp Date _____

Dollar amount \$ _____ Authorized Signature 