

Eagle's Nest at Capodimonte

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**VACATION RENTAL AGREEMENT
EAGLE'S LAIR CHALET and EAGLE'S NEST CHALET APARTMENTS at
EAGLE'S NEST AT CAPODIMONTE**

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.

Eagle's Nest Authorized Representative: **Patrick B. Provitola**

(Owner)

Address: **PO Box 758 Dillsboro, NC 28725**

Telephone: **828-586-6860**

FAX: **828-586-6860**

E-mail: **mountain@mountain-views.net**

Tenant: _

Address: _

Telephone: _

FAX: _____

E-mail: _

Owner hereby rents to Tenant, and Tenant hereby rents from Owner, the vacation property described below (referred to hereafter as the "Premises") on the terms contained in this agreement.

1. **PREMISES:** **TOWN OF DILLSBORO** _____ **COUNTY of**
JACKSON _____

Name of Premises: **EAGLE'S NEST AT CAPODIMONTE** Street Address: **408 ECHO RIDGE DRIVE**

Confirmation _ Unit Reserved:

2. **TERM:** Begins: _____ Ends: _____

3. **Number of occupants:** _____

4. **RENT:** Tenant agrees to pay rent for the Premises in the amount of _____ in accordance with paragraph 5 below.

5. **FINANCIAL TERMS:**

.00	Rent
+ 0	Tax (7% State and 3% County)
	Cleaning Fee (See paragraph 8 below.)
= 0	Total Rent Due
- 0	Reservation Deposit (25% of total charges.)
= 0	Balance Due

6. **Disbursement of Rent and Third Party Fees.** Tenant authorizes Owner to disburse up to twenty-five percent (25%) of the rent set forth in paragraph 3 above to the owner (or as the owner directs) prior to Tenant's occupancy of the Premises, and the balance of the rent payable by credit card in advance. **Tenant agrees 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 Owner 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 Owner for the benefit of Tenant, including but not limited to any fees set forth herein payable to Owner for reservation, transfer, or cancellation of Tenant's tenancy.

7. **Reservation Deposit:** Any security deposit provided for in paragraph 4 above is applied to the Tenant's first night of occupancy.

8. **Cleaning Fee and Security Deposit: Cleaning Fee and Security Deposit:** Owner does not request a security deposit. Owner does charge Tenant for the cleaning of the Premises: **\$60 for Eagle's Lair and \$40 for Eagle's Retreat and Eagle's Perch.** In the event damages to the property occur during the rental period, the tenant will be charged for the damages. Owner requests sheets be pulled from the beds and a wash is started.

9. **Damage to Premises:** Tenant accepts responsibility for damages incurred to Premises during Tenant's occupancy.

10. **At no time during the rental period is anything to be hung over the deck railings.**

11. **Trust Account:** Any advance payment made by Tenant shall be deposited in a trust account with **Suntrust Bank** located at **Main Street Sylva, NC.** *Tenant agrees that any advance payment may be deposited in an interest-bearing trust account and that any interest thereon shall accrue for the benefit of, and shall be paid to, the owner (or as the owner directs) as it accrues and as often as permitted by the terms of the account.*

12. **Tenant Duties:** Tenant agrees to comply with all obligations imposed by the Vacation Rental Act on Tenant with respect to maintenance of the Premises, including but not limited to keeping the Premises clean and safe as the conditions of the Premises permit and causing no unsafe or unsanitary conditions in the common space areas and remainder of the Premises that Tenant uses; and notifying Owner in writing of the need of replacement of or repairs to a smoke detector. Tenant agrees not to use said Premises for any activity or purpose that violates any criminal law or governmental regulation. Tenant's breach of any duty contained in this paragraph shall be considered material, and result in the termination of Tenant's tenancy.

13. **Owner 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, Owner cannot provide the Premises in a fit and habitable condition or substitute reasonably comparable property in such condition, Owner shall refund to Tenant all payments made by Tenant. **Owner 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.**
14. **Cancellation:** In the event of a cancellation by Tenant, Tenant shall receive refund of payments made by Tenant provided the Premises are re-rented on the terms set forth herein. If the Premises are not re-rented on the terms set forth herein, Tenant will not be entitled to a refund of any rent payment made hereunder. Whether or not the Premises are re-rented, Tenant, rather than Owner, shall be responsible for seeking reimbursement of any fees paid by Tenant to Owner for goods, services, or benefits procured by Owner from third parties for the benefit of Tenant that may have been paid out prior to Tenant's cancellation.
15. **Mandatory Evacuation:** If State and 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 a refund of the prorated rent for each night that Tenant is unable to occupy Premises because of the order.
16. **Expedited Eviction:** If the tenancy hereunder is for 30 days or less, the expedited eviction procedures set forth in the Vacation Rental Act will apply. Tenant may be evicted under such procedures if Tenant (1) holds over in possession after Tenant's tenancy has expired; (2) 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; (3) fails to pay the rent as required by this Agreement; (4) has obtained possession of the Premises by fraud or misrepresentation.
17. **Indemnification and Hold Harmless; Assignment:** Tenant agrees to indemnify and hold harmless 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. Tenant shall not assign this Agreement or sublet the Premises in whole or part without the written permission of the Owner. **Tenant understands that using the stairway to the lower garden is done at Tenant's own risk.**
18. **Pets:** Unless otherwise specifically permitted in this Agreement (including any addendum hereto), no pets shall be allowed on the Premises. Tenant's breach of this provision shall be considered material, and shall result in the termination of Tenant's tenancy.
19. **Other Terms and Conditions:**

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- ◆ **SMOKING: NO Smoking** is allowed. When the smell of tobacco smoke is detected, a cleaning fee will be charged.
 - ◆ **CANCELLATION:** To receive A full refund, cancellation notice must be received 31 days prior to the rental date OR the reserved rental unit must be re-rented for the reserved period with no loss of revenue for the rental unit Owner. **HOWEVER, THIS DOES NOT TO APPLY TO RESERVATIONS MADE FOR OCTOBER 1 – 31. OCTOBER RESERVATIONS ARE FIRM ONCE BOOKED.**
 - ◆ **USE OF THE STAIRWAY TO THE LOWER GARDEN (AT EAGLE'S LAIR CHALET) AND THE HOT TUB IS AT YOUR OWN RISK.**

◆ **THE HOT TUB IS RESERVED FOR THE EXPRESSED USE OF REGISTERED GUESTS ONLY. State Health Department regulations prohibit the use of hot tubs by children that are not potty trained. We ask you adhere to this policy.**

◆ **HOT TUB HOURS: 9:00 AM to 10:30 PM**

◆ Tenant agrees to **CHECKOUT by 10:00 am** on the day of departure.

◆ The Tenant agrees to LEAVE KEY in the unlocked apartment on the kitchen table. MAXIMUM number of tenants per unit may not exceed **TWO in Eagle's Nest Chalet Apartments** and may not exceed **SIX in Eagle's Lair Chalet**.

◆ **CHECK-IN is 4:00 PM** unless prior arrangements have been made with the owner for an earlier check-in time.

Unlike other area rentals, we do not charge our guests a cleaning fee as we do the cleaning personally. Considering this, it would help us out if you strip the beds (place the sheets in the bathroom) and begin a load of laundry: either the towels or sheets before you leave. We would appreciate this very much.

20. **Rental Discounts:**

FREQUENT GUEST DISCOUNT: When booking the third reservation, we consider you a Frequent Guest. You will receive an automatic frequency discount of 10% on the rental rate of any of the rental units on the third and subsequent reservations made at Eagle's Nest at Capodimonte.

OFF-SEASON DISCOUNT: January 1 - March 31 take 10% off our regular rates. * No other discounts apply.

Tenant agrees that Tenant has received and read any such addenda, and that they shall constitute an integral part of this Agreement.

FOR YOUR INFORMATION:

Rental Units are furnished with fully equipped kitchens and linens, bath soap, laundry detergent, and paper products are provided. Tenants need to bring personal hygiene items, clothing, and food.

If you plan to check-in after 9:00 pm please notify us. If check-in is to occur after 9:00 pm, a key will be left in the door of the unit and the lights in the unit will be on. Had you planned to check-in before 9:00 pm, but find you will arrive later than 9:00 pm, the courtesy of a call would be appreciated as we begin to worry about guests getting lost since we are located off the beaten path.

WE APPRECIATE YOUR BUSINESS AND LOOK FORWARD TO HAVING YOU AS GUESTS.