

## VACATION RENTAL AGREEMENT | LEASE

1. 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.
2. YOU AGREE THAT THE CONFIRMATION AND/OR CHECK-IN EMAIL YOU RECEIVED OR WILL RECEIVE CONTAINING YOUR NAME, ADDRESS, RENTAL DATES, CHECK IN/OUT TIMES, CABIN/ HOUSE LOCATION, RENT, PET FEE(S), TAXES, SERVICE FEES, MISC. ADD-ON(S), DAMAGE PROTECTION (IF ANY) AND CREDIT CARD CHARGES ARE INCORPORATED HEREIN AND MADE A PART OF THIS VACATION RENTAL AGREEMENT/ LEASE. 50% OF THE TOTAL FOR YOUR STAY WILL BE CHARGED UPON CONFIRMATION OF YOUR RESERVATION. THE BALANCE WILL BE CHARGED TO YOUR CREDIT OR DEBIT CARD 30 DAYS PRIOR TO CHECK IN.
3. Real Estate Agency and Agents: MASTER DIAMOND PROPERTIES, INC., JASON DIAMOND & MICHAEL MASTERMAN, Collectively referred to as "Agent" and/or "Agents", 30 TOWN SQUARE BLVD., SUITE 204 ASHEVILLE, NC 28803 Email: info@masterdiamondnc.com
4. All reservations are subject to a 24 hour cancellation by Agent to confirm that the home was not inadvertently double booked. If this occurs, Tenant shall be refunded the entire amount paid. Please note that we cannot guarantee or hold any reservations prior to receiving 50% payment deposit. **Check-In time** is 4:00pm or later. There will be no early check-ins unless otherwise agreed to by Agent in writing. **Check-Out time** is 10:00 a.m. This check out time is strictly enforced and late Check-Outs are generally not permitted (particularly in the high season). Should a guest stay past check out time without written permission by Agent, a late check-out fee will be charged of \$100 per hour for the first two hours and a full day's rent for a late departure exceeding 2 hours.
5. Disbursement of Rent and Third Party Fees. Tenant authorizes Agent to disburse up to fifty percent of the rent/fees to the owner (or as the owner directs) or agent prior to Tenant's occupancy of the Premises, and the balance of the rent upon the commencement of the tenancy. Tenant agrees to pay a \$100.00 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, transfer or cancellation of Tenant's tenancy.
6. Security Deposit/Damages. Immediately upon arrival, Tenants agree to notify Agent, in writing or E-mail, of any noticeable damages or conditions requiring repair or maintenance. Tenants agree to be responsible for any damages to the premises during their rental stay. This includes damages to the furnishings, floors, structures and household items that result from the action or inaction of Tenants or their invitees, excluding normal wear and tear. Tenants further agree to reimburse Agent for collection costs, if necessary, and reasonable attorney fees. Any security deposit noted in this agreement may be applied to actual damages intentional or unintentional caused by Tenant as permitted under the Tenant Security Deposit Act. Tenant agrees that if no separate security deposit (payable only by check or money order) is given beyond the total rental amount, Agent is hereby authorized to charge Tenant's credit card up to \$3,000 for any damages discovered after Tenant's departure. If the damage exceeds \$3,000, legal action may be instituted against Tenant for damages to the property. Agent shall provide written details to Tenant of any damage within 20 days of departure. Tenant agrees that if he or she does not make full payment to Agent for said damage within 5 days of receiving written notice (email), Tenant agrees that Agent may process Tenant's credit card on file and Tenant agrees not to challenge or dispute, with his or her credit card company, any charges made by Agent for said damage. Tenant has the option of purchasing Vacation Rental Damage Insurance from vacationrentalinsurance.com or any other third party insurer. In addition, Agent may deduct from the security deposit, or charge Tenant's credit card, the amount of any unpaid long distance or per call telephone charges and cable television charges that are not specifically described in this Agreement (including any addendum hereto) as being included with the Premises. Agent shall apply, account for, or refund Tenant's security deposit (if

- any) within 45 days following the end of the tenancy. We do not provided trip/cancellation insurance. See paragraph 11 for information about trip cancellation insurance.
7. Trust Account: Any advance payment made by Tenant shall be deposited in a trust account with PNC BANK located at BILTMORE PARK, PNC BRANCH. 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 is permitted by the terms of the account.
  8. 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 as clean and safe as the conditions of the Premises permit and causing no unsafe or unsanitary conditions in the common areas and remainder of the Premises that Tenant uses; and notifying Agent in writing of the need of replacement of or repairs to a smoke detector, and replacing the batteries as needed during the tenancy. Tenant also agrees to notify Agent of any problems or repairs needed with the house, in writing, and Agent shall have a reasonable time to remedy any such problems. Tenant agrees not to use the Premises for any activity or purpose that violates any criminal law or governmental regulation and may use the Premises for residential purposes only. Tenant's breach of any duty contained in this paragraph shall be considered material, and shall result in the termination of Tenant's tenancy. There is no smoking anywhere in the house and there shall be a \$500 additional cleaning fee if there is an odor of smoke anywhere inside the house. If smoking occurs outside, Tenant shall properly dispose of all smoking material on the grounds. Tenant agrees that he/she is at least 25 years of age at the time of this reservation. Tenant agrees that if any furniture in the house is moved and not replaced to its original position, there will be a \$200 furniture-repositioning fee. Tenant(s) agree that unless otherwise disclosed and agreed to in writing by Agent and an event fee previously paid, Tenant(s) shall not have any party, event gathering or otherwise have any guests other than the total noted in the booking confirmation. Garbage: If you are renting a home in Connestee Falls/Brevard or Catawba Falls Preserve/Black Mt. there is no street side garbage pick up. You must take all garbage with you when you check out to the local trash dump. There are instructions in your check in instructions/packet and/or at the home explaining how and where to take your trash. If you fail to take your trash when you check out, you may leave \$25 for the cleaning people with a note that you want them to take the trash. If you do not take all of your trash with your, fail to leave a tip for the cleaners or if you leave excessive trash (more than 2 bags), your credit card will be charged \$75 after you check out and Tenant agrees not to dispute this charge with Agent or with his or her credit card company.
  9. Occupancy Unless otherwise stated, occupancy of the Premises shall be limited to two Persons per bedroom, including family, children and Tenant guests. Bedding arrangements in the Premises are portrayed only to illustrate possible sleeping arrangements and may not be taken as a representation of permitted occupancy. Tenant agrees to be responsible for ensuring that maximum permitted occupancy of the Premises is not exceeded during the term of this Agreement, and should contact Agent with any questions regarding permitted occupancy of the Premises.
  10. Agent Duties. Agent 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, familial status, sexual orientation or gender identity of any tenant.
  11. Cancellation. A 60-day notice is required for cancellation. Cancellations that are made more than 60 days prior to the arrival date will be assessed a \$250 administration fee, or the total of the service fee, whichever is greater, and then shall be refunded the balance of the advance payment deposit. Cancellations between 60 and 30 days of check in date will result in a loss of 50% of the total fee for your stay. Cancellations within 30 days of arrival will result in a 100% loss of all monies paid. The loss can be avoided if CSA Travel Protection Insurance (csatravelprotection.com) or some other third party insurance was purchased and the reason for cancellation is covered under the travel insurance policy. **Agent recommends you purchase this insurance from CSA or some other third party insurer.** If Tenant should have to cancel their reservation within 60 days of their stay, please notify Agent immediately of any cancellation, and if Tenant purchased vacation travel insurance, contact them to begin your claim. Tenant agrees that weather or acts of

God shall not be a reason for cancellation or a refund of any kind, regardless of where the Act of God occurs (at property or at Tenants home or travel route) except for local mandatory evacuations where the home is located, see section 13 below.

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 20 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 payments made by Tenant. However, if the grantee engages Agent to continue managing the Premises after the transfer, the grantee shall have no obligation under (i) or (ii) above if this Agreement must be honored under the Vacation Rental Act or if the grantee agrees in writing to honor this Agreement. Upon termination of the owner's interest in the Premises, whether by sale, assignment, death, appointment of a receiver or otherwise, the owner, owner's agent, or real estate agent is required to transfer all advance 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 advance 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 house Tenant has booked is listed for sale, Tenant agrees to permit the showing service to show the house to potential purchasers with at least twenty four hours notice. Please ask Agent if this is a concern as the house may be listed for sale.
13. **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 a refund of the prorated rent for each night that Tenant is unable to occupy the Premises because of the order.
14. **Expedited Eviction.** If the tenancy created 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: (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; (iii) fails to pay rent as required by this Agreement; or (iv) has obtained possession of the Premises by fraud or misrepresentation.
15. **Mechanical Failures/Repairs.** Agent is not responsible, nor will refunds be issued, for mechanical failures of non-essential or luxury items. In the case where the Property sustains a failure of a system or amenity (at the time of or during the tenancy), including, but not limited to, water, sewer, septic, heating, electrical, mechanical, ventilating, structural systems, fireplaces, air conditioning, pool, hot tub, jetted tub, entertainment equipment, satellite/cable service, Internet or Internet access, or other facilities or major appliances, Agent shall promptly repair such system or amenity in a commercially reasonable manner and time upon receipt of written notification from Tenant that repairs are needed. Tenant agrees to permit Agent or its service staff to have reasonable access to the Property to inspect and make such repair in a commercially reasonable manner and time. Neither Property Owner nor Agent shall be liable to Tenant for damages, and no refunds will be given for such temporary failure or minor disruption of any utilities, systems or amenities, provided Agent is causing the system or amenity to be repaired in a commercially reasonable manner and time after having received written notification from Tenant that repairs are needed. Speed of service cannot be guaranteed due to the disbursement and remoteness of Agents managed rental properties.
16. **Indemnification and Hold Harmless; Right of Entry; Assignment.** Tenant agrees to indemnify and hold harmless Agent and the 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 negligent or willful act of Agent or the owner, or

the failure of Agent or the owner to comply with the Vacation Rental Act. Tenant agrees that Agent, the owner or their respective representatives may enter the Premises during reasonable hours to inspect the Premises, to make such repairs, alterations or improvements thereto as Agent or owner may deem appropriate, or to show the Premises to prospective purchasers or tenants. Tenant shall not assign this Agreement or sublet the Premises in whole or part without written permission of Agent.

17. Pets. Unless otherwise specifically permitted in this Agreement (or in your online confirmation), 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. Any misrepresentation regarding number of pets will be charged accordingly. Tenants are held financially responsible for all physical damages to Property (i.e. chewing, scratching, flea infestation, etc.), inflicted on the Property by the presence of a pet. If extra cleaning is deemed reasonable due to the presence of a pet (i.e. soiled furniture and/or flooring, hair on furnishings or bedding, or fleas), the Tenant will be held financially responsible and the credit card on file will be charged for the amount of the repair/recovery. All pets are required to be leashed when outside, and no pet shall be tied outside the Property unless supervised by a responsible adult. Tenant shall also dispose of any and all pet waste deposited outside the property. Tenant agrees to hold Agent and Owner harmless for any pet injury or accident caused by their pet whatsoever that may occur on the Property during occupancy.
18. Hot Tub & Fireplace. In consideration for the use of the premises and other consideration already received, the undersigned and all of their guests hereby releases, waives, discharges and Covenants not sue, Agent, Master Diamond Properties, Inc., any of its Officers personally and/or the owner of the home rented (Releases), for any and all loss of damage, any claim or demand thereof on account of property damage, illness or injury or death. The undersigned Tenant has authority to, on behalf of all of his or her guests, waive and release said liability. The undersigned Tenant hereby agrees to indemnify and save and hold harmless the Agents, Officers and individual Officers of Agent, each of them from any loss, liability, damage, or cost they may occur due to their presence in or upon the area and whether caused by the negligence of the Tenant, natural risky conditions or otherwise. **Warning;** use of any hot tub, and/or fireplace carries risk that may result in serious injury or Death. No children under the age of 12 are permitted to use the hot tub at any time. The American College of Obstetricians and Gynecologist state that becoming overheated in a hot tub is not recommended during pregnancy. Elderly persons and anyone subject to heart disease, diabetes, low or high blood pressure, strokes, epilepsy or similar afflictions should not enter the hot tub without consulting their physician. Never use a spa while under the influence of drugs or alcohol or if you are taking medications of any kind, or being treated for any illness. The spa should be kept at temperature less than 104 degrees for personal safety and all bathers must shower before and after use to decrease the possibility of skin problems. Do not sit or walk on the spa cover, or it will collapse. Supervise children at all times to decrease risk on injury, death or drowning. Fireplaces and wood burning stoves are seasonal amenities and shall only be operated between October 1<sup>st</sup> and May 1<sup>st</sup>. Although some wood may be provided, Agent shall have no obligation to provide firewood. Firewood may be purchased at one of the local grocery stores such as Ingles. We suggest the long lasting logs, but they usually sell bundled wood as well.
19. Personal Items. Agent shall not be responsible for Tenant's personal belongings that are lost, stolen or left behind. If items are found and able to be returned, a retrieval fee of \$100 plus shipping will be charged to the Tenant.
20. Lost Key. If Tenant loses the Property Key, a \$50 fee will be charged to the credit card on file. If Tenant loses a key and is unable to get into the home, during business hours (9am-5pm), Tenant may come to Agent's office. If Tenant loses a Property Key after business hours and Agent or Tenant is unable to meet, Tenant shall call a locksmith and will be responsible for all fees, costs and damages, if any, from said locksmith's services.
21. Miscellaneous. Agent and Owner make every effort to provide accurate information about the Property. Every effort has been made to assure that the information on the website and communicated by office staff and Agent are correct; however, it is not guaranteed. The website will contain the most up-to-date information; however, Agent cannot be held responsible for changes made by Owners such as decor or bedding, or unintentional misrepresentation, and no refunds will be made for such. The information herein is believed to be accurate and timely, but no warranty as such is expressed or implied. The provisions of this Agreement are severable, and the unenforceability or invalidity of any provision of this Agreement shall not affect the remainder of the Agreement. The parties acknowledge

that it is their intention that if any provision of this Agreement is determined by a court to be unenforceable or invalid as drafted, that provisions should be construed in a manner designed to effectuate the purpose of that provision to the greatest extent possible under applicable law. The parties hereby consent to the scope of such provision being judicially modified accordingly in any proceeding brought to enforce that provision. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions of the parties, whether oral or written, relating to the subject matter herein. This Agreement may not be amended except in a writing signed by all parties. Tenant agrees that Agent has no control over City services such as power, electric (that runs pumps if house on a well), water services, or outside the property boundary noise such as construction. Tenant agrees, any interruption, or inconvenience incurred by Tenant, in these services or disturbances outside of Agent's control shall not be ground for any refunds.

22. Cable & Internet/Cell Phone- Our properties offer cable, direct TV and/or wireless Internet access as a convenience to our guests. Cable, Direct TV, wireless accessibility and Internet connections are not guaranteed. If cable, Direct TV or Internet service is out, we will make every effort to restore the service during normal business hours; however, a service call may be required to solve problem. No refunds will be given or money prorated for Cable, TV or Internet access problems. Additional charges may apply for technical support needed due to issues not related to the property's Internet access, such as guest's computer error in configuration or guests resetting the modem. Purchasing any features, movies or shows is not permitted. Guest will be responsible for a \$75 fee in addition to the cost of purchase charges incurred. The home you are renting may have some or no cellular service due to it's location. We do not guarantee, nor will any refunds be given, that your cell phone will work in the house you rented or the area surrounding it.
23. Governing Law; Venue. The parties agree that this Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, and that in the event of a dispute; any legal action may only be instituted in the county where the Property is located. Neither party shall be entitled to attorney's fees or costs regardless of who prevails should litigation occur between the parties.

TENANT(s): \_\_\_\_\_/S/\_\_\_\_\_

**(NO SIGNATURE REQUIRED, PLEASE SEE PARAGRAPH #1)**

**REAL ESTATE AGENCY: MASTER DIAMOND PROPERTIES, INC.**

**Michael Masterman, Jason Diamond, As Agents for Master Diamond Properties, Inc.**

**BY: MICHAEL MASTERMAN Lic#280554**

**& JASON DIAMOND Lic#280444**

**AS AGENTS FOR MASTER DIAMOND PROPERTIES, INC. #C25418**