

**AGE & GROUP POLICY:**

**Dereka's Sugar Mountain Accommodations does not rent to persons leasing under the age of 25**, the lessee must be the person that checks into the property, and the lessee must stay in the property the entire period.

Any **group** must have at least **2 chaperones** over the age of 25 in each property at all times.

**CANCELLATION POLICY**

A reservation may be cancelled 45 days before scheduled date of arrival. A full refund less \$50 or the Reservation Fee charged at time of booking reservation, whichever is greater, will be charged for any cancellation. A reservation may be cancelled inside 45 days. Guest may receive a full refund less \$50 or the reservation fee charged at time of booking reservation, whichever is greater, if accommodation can be re-rented in full. If a portion of time is re-rented, a proportion of Rent and Tax will be refunded as well as Cleaning Fee and Security Deposit Waiver for accidental damage. Tenant obligation is the full amount of the reservation. 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 to Tenant's cancellation. If Tenant purchased Trip Insurance, Tenant needs to check with Red Sky Travel Insurance 866-889-7409 or <http://www.trippreserver.com/> to see if the reason for cancellation is covered.

**PAYMENT POLICY**

Advance deposit of your reservation's one half total charges, including optional trip insurance, is due within 10-days of booking.

Remainder balance or your reservation is due 30-days prior to arrival date.

Reservations made within 30-Days of arrival date require payment in full at time of booking.

**\*Ski Package Payments:**

Advance deposit of your reservation's one half total charges, including optional trip insurance, is due within 10-days of booking. Remainder balance of your accommodations total of package is due 30-days prior to arrival date. Names and ages of skiers on package must be provided 30-days prior to arrival. The ski package portion may be paid with balance due or must be paid with certified funds and received before 10-Days of arrival date. Reservations made within 30-Days of arrival date require payment in full at time of booking with names and ages of skiers on package.

**PETS**

Please do not bring pets with you to these properties. It is against State Law to have pets in rental properties without property owner's permission. Pets are only permitted with advance permission on your reservation in properties specified as Pet Friendly. If pets are found without advanced permission Tenant will be found in material breach of this contract, which will result in immediate eviction with no refund. Any damage caused will be the sole responsibility of Tenant.

**SECURITY DEPOSIT**

Accidental Damage Insurance/Security Deposit Waiver of \$45 is applied to each reservation and is not refundable. At Agent's discretion a \$1500-\$3000 cash security deposit may be requested.

Any Security Deposit or Accidental Damage Insurance may be applied to actual damage caused by Tenant as permitted under the Tenant Security Deposit Act. In addition, Agent may deduct from the security deposit 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. If Cash Security Deposit, Agent shall apply, account for, or refund Tenant's cash security deposit within 45 days following the end of the tenancy. To indemnify Owner for any damage to the property, grounds, furnishings, equipment, and household items, therein which occur during the tenant's period of occupancy excluding normal wear and tear, lessee understands that during tenant's occupancy should immediately be reported to the rental manager.

**TRAVEL INSURANCE:**

Dereka's Sugar Mountain Accommodations Center & Realty, Inc. offers trip insurance through Red Sky Travel Insurance: 866-889-7409 or <http://www.trippreserver.com/>. Trip insurance may also be purchased from a licensed North Carolina insurance provider.

**FEES**

Tenant agrees to pay a \$35.00 processing fee for any check of tenant that may be returned by the financial institution due to insufficient funds.

**TENANT DUTIES:**

**Absolutely no house parties allowed. Tenant's breach of this provision shall be considered material, and shall result in the termination of tenant's tenancy with no refund. Any damage caused is a direct responsibility of Tenant.**

**Overcrowding of unit is strictly prohibited. Tenant's breach of this provision shall be considered material, and shall result in the termination of tenant's tenancy with no refund. Any damage caused is a direct responsibility of Tenant.**

- Tenant agrees to strictly adhere to Dereka's Sugar Mountain Accommodations Center **House Rules** as outlined in this Agreement.
- 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.
- Tenant agrees not to use the 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 shall result in the termination of Tenant's tenancy with no refund. See Expedited Eviction.*
- Tenant agrees to notify Agent **as soon as possible** of the need of **replacement of or repairs** to a smoke detector, and replacing the batteries as needed during the tenancy (not at checkout). Tenant will **not deliberately or negligently destroy**, deface, damage, or remove any part of the property or render inoperable the smoke detector, carbon monoxide detector and/or fire extinguisher provided by the landlord or knowingly permit any person to do so.
- Tenant agrees to notify Agent **as soon as possible** of the **need for any repairs or maintenance** to Property as soon as issue is found. Management firm, owner or their representatives have the right to enter the premises during tenancy to inspect, make repairs, or show the property for sale without notice.
- Tenant agrees that property will not be used or occupied by more than **maximum allowable # of occupants** set forth in agreement this includes tenant, tenant's family (including children) and tenant's guests failure to abide by this rule will result in the termination of tenant's tenancy. With no refund.
- 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 agrees to not assign this **Agreement or sublet** the Premises in whole or part.
- Tenant agrees to **not remove or rearrange any items** in the unit such as furnishings, linens, appliances, or any items belonging to homeowner or agent.
- Tenant agrees to be **responsible** for doing dishes and emptying refrigerator.
- Tenant agrees that Agent is not responsible for **personal items left** behind in units but Agent will make every effort to return lost item to tenant at tenant's expense.
- Tenant agrees to be responsible for **disposal of all trash**: for condominium's in designated trash houses (with lids tightly closed and door re-latched) and for single family homes at Sugar Mountain garbage collection site (convenience center) in order to save the lives of the critters on the mountain. Check your map for convenience center location.
- Tenant agrees to set heat at **50 degrees, secure doors, and windows upon checkout**.
- Tenant agrees **no grills** are allowed in condominiums or on decks. No open fires allowed around any of the units except in designated areas.
- Tenant agrees that **commercial uses of property are prohibited** as well as the use of the property for any activity or purpose that violates any criminal law or governmental regulations.
- Tenant agrees that **no recreational vehicle** (RV, trailer, boat, etc.) will be parked at Property at any time during tenant's occupancy. No recreational vehicles longer than 30 feet are allowed on Sugar Mountain.
- Tenant agrees to respect the **quiet enjoyment** of the neighbors and all surrounding areas. No house parties allowed.
- Tenant agrees to comply with all obligations imposed upon him or her by current **applicable building and house codes**.
- Tenant agrees to be **responsible for all damage**, defacement, or removal of any property inside the property that is in his or her exclusive control unless the damage, defacement or removal was due to ordinary wear and tear, acts of the landlord or his or her agents, parties not invitees of the tenant, or natural forces. **Accidental damage** will be deducted from Tenant security deposit. Malicious damage will be the direct responsibility of Tenant and **Tenant agrees to pay for any and all malicious damage** to property.
- Tenant agrees to maintain the property in accordance with **Section 42A-32** of the VRA.
- Tenant agrees to obey any Covenants, Conditions and Restrictions (Homeowner Rules for the Property) or other rules or regulations applicable to the property. **Tenant agrees to obey all such rules, regulations and policies**.

#### **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, and 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.**

The Agent reserves the right to move any reservation that might come about due to any unforeseen circumstances. Under no circumstances is the obligation of this Agency more than that of refunding the Tenant's deposit. The foregoing may not be changed or altered in any way without the consent of this agency. Lessee certifies that he/she has read carefully the limitations by Owner and Agent as set forth in the Agreement, including limitation on number of persons permitted to occupy this unit and agrees to abide by such limitations. Your signature affirms you have read and understand these policies.

**Agent will make reasonable effort to keep everything in working order such as television, appliances, hot tubs, and whirlpools and repair them during tenancy upon notice from tenant, but given difficulty of repairs to such amenities, tenant understands that the management firm can make no guarantees that any such amenities will be working during the entire term of the tenancy and that tenant will not be entitled to any refund if they are not in working order. (Section 42A-31 of the VRA).**

#### **ROAD & SKI CONDITIONS:**

**THE AGENCY DOES NOT GUARANTEE ANY WEATHER, ROAD, OR SKI CONDITIONS AND THERE IS NO REFUND AS A RESULT OF EITHER. Transportation is the sole responsibility of the Tenant. Some Travel Insurance may be applicable.**

#### **MANDATORY EVACUATION:**

If State or local authorities order a mandatory evacuation of an area that includes the Premises, Tenant shall comply with the order. Under 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. However, Tenant will not be entitled to a refund if, prior to taking possession of the Premises: (1) Tenant refused insurance offered by Red Sky Travel Insurance through Agent that would have compensated Tenant for losses or damages resulting from loss of use of the Premises due to a mandatory evacuation order, or (2) Tenant purchased such insurance through Agent.

#### **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 and ends 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; 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. 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 disburse) 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 45 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 after the transfer.

#### **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 (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 rent as required by this Agreement; or (4) has obtained possession of the Premises by fraud or misrepresentation.

**HOUSE RULES:**

1. Check-in time is any time after 4:00P.M.
2. No early occupancy-keys not released until Property is cleaned and ready.
3. 30-Days Prior to or upon arrival we will accept Discover, MasterCard, Visa, Cash, or Cashier/Travelers Checks. We do not accept American Express or personal checks.
4. Maximum number of keys is 2.
5. A \$5 per key refundable key deposit will be required at check-in. Only cash will be accepted for said deposit. Deposit will be returned at checkout only upon return of keys.
6. Checkout time is no later than 10:00A.M.
7. Any late checkouts are subject to a minimum charge of \$50.00 or a full night's rent unless authorized by Dereka's Sugar Mountain Accommodations Center and Realty, Inc.
8. Keys must be returned to the rental office-there will be a \$15.00 lost key charge.
9. There will be extra maid charges if unit is left excessively dirty. This charge will be calculated at \$25.00 per hour per maid for anything beyond normal cleaning.
10. No-shows will lose all rental prepayments and reservation rights effective 9:00 A.M. on the day following the scheduled arrival date unless rent has been paid in full.
11. No key left for late arrivals unless advance payment has been paid. You must come by the next morning by 10:00 A.M. to any pay remaining balance.
12. Firewood is not supplied. It is available for sale. **Do not burn wood in a gas fireplace.** You will be charged for damage. Hopefully you'll live through it!
13. Tenant agrees to take all reasonable steps to see that members of tenant's family and others occupants adhere to the rules and regulations of this agreement.
14. Winter renters: Snow chains or 4x4 are a must-We are not responsible for snow-covered roads or transportation to and from the rental unit.
15. No refund can be made because of weather or other conditions we cannot control or for early departures.
16. No house parties.
17. No taking items from one property to another. Tenant is responsible for any missing items.
18. After hours lockout calls to Management Company will result in a \$45.00 service call that will be the responsibility of the tenant.
19. By signing the contract you are affirming that you are at least 25 years of age and will be responsible for the condition in which the unit is left.

**ACCOMMODATIONS:**

Property is equipped for basic needs including light cooking, coffeemaker, microwave, toaster, telephone, television, etc. unless otherwise indicated in contract. Accommodations DO NOT include paper products, extra garbage bags, and extra detergents. Property will be equipped with 1 roll toilet tissue per bath, 1 can liner per trash can, dishwasher detergent and dish washing liquid. Please bring additional items you may need.

Property will be furnished with sheets for each designated bed, pillowcases, 2 bath towels and 1 wash cloth per person (max # allowed) and 1 hand towel per bathroom.

Property is equipped with local land-line phone only. All long distance or regional telephone calls must be collect or made with a calling card. Tenant is responsible for any and all toll calls charged directly to the phone during tenant's occupancy as well as a \$25.00 service charge.

Tenant understands and agrees that if a swimming pool is on the property the **Tenant assumes any and all responsibility and risk associated with the pool and neither the agent nor owner imply or provide any guard or supervision of the use of the pool. If the property has an outdoor hot tub it is for adults only at the Tenant's risk.**

All Dereka's Sugar Mountain Accommodations Center & Realty, Inc. properties are **NON-SMOKING**. If, upon an exit inspection, there is evidence that Tenant has smoked in unit, Tenant will be liable for a full carpet, upholstery and wall cleaning and deodorizing.

No compensation will be given for temporary outages of electricity, gas, water, cable or telephone service. Outages should be reported immediately and all efforts will be made to have them restored as soon as possible.

**CHANGES & TRANSFERS:**

Agent, on behalf of owner of property, reserves the right to cancel agreement at any time prior to tenant taking possession of the property. In such event, all payments made by tenant to management firm will be refunded, and neither management firm 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 premise, management firm will make good faith effort to relocate tenant, but if premises are more expensive, tenant agrees to pay difference.

Agent reserves the right to move Tenant to comparable premises due to any unforeseen conditions, repairs, owner's use, acts of God, etc.

Tenants who wish to transfer or change must notify Agent at least 45 days prior to the original arrival date.

Transfers and changes can only be used for the same unit for the same or greater number of days and the same or greater rental rate.

If Tenant requests a change the existing lease will be modified by Agent and Tenant to reflect the change. All changes will result in a \$10 charge to Tenant.

There will be a \$10 administrative fee for any and all changes to existing rental agreements.

**LEGAL:**

Lease agreement represents the entire agreement of the parties, and there are no representations, inducement, or other provisions other than those contained in the agreement.

Parties agree that in the event of a dispute, the agreement will be interpreted in accordance with North Carolina law.

Parties agree that agreement is to be considered as having been entered into in the county and/or city where the rental unit is located and that in the event of a dispute parties agree that any legal action may only be instituted in county where the rental property is located.

Except as otherwise herein provided, either party's waiver or and breach of these contractual terms shall not be deems to be a waiver or any such breach on a subsequent occasion and the failure of either party to insist on the performance of the terms and conditions of this contract shall not constitute a relinquishment of such party's right thereafter to enforce such terms or conditions, but the same shall remain in full force and effect. Should any provision or condition or any part of this contract be determined unenforceable or illegal, the remaining terms and conditions shall remain in full force.

**This is a legally binding agreement, if tenant doesn't understand any part of the lease tenant should consult his/her attorney.**