

Fall Creek Cabins - Rental Policy
(Please scroll down to Bottom and Sign form to Indicate Acceptance)

This is a legal binding agreement for a vacation rental property at Fall Creek Cabins for the specified cabin and dates on the attached Vacation Rental Agreement and/or invoice. Your payment of money or taking possession of the property after receipt of this agreement is evidence of your acceptance of our rental policy and your intent to use the property for a vacation rental.

Family Atmosphere. All rentals are to families and responsible adults 18 years of age and older. No "house parties", sororities, fraternities, or loud parties/music will be permitted. Any violation of this rule will result in an expedited eviction from the property without refund. We ask that you please respect not only our property, but also other guests who are also staying at Fall Creek Cabins during your stay, as we want to maintain the peace and quiet that everyone comes to Fall Creek Cabins to enjoy and experience.

Tenant/Responsible Party. The person in whose name the cabin is reserved will be held responsible for all occupants complying with rental policies, procedures and restrictions. The Tenant/Responsible Party must be physically present during the entire reservation period and no assignment or subletting is allowed. All payments, transfers, modifications, or cancellations to the reservation must be made by the Tenant/Responsible Party.

Damage/Security Deposit/Liability for Damages. Aside from normal wear and tear you will be responsible to pay Fall Creek Cabins for any actual damages to the property or its contents during your vacation residency. The property will be inspected for any damage, missing items, etc. after your departure. Any previously paid damage/security deposit will be returned to you provided that the property inspection does not reveal any damage, missing items, etc. and that the tenant has complied with all other provisions of the vacation rental agreement including all specified addenda. In lieu of the actual pre-payment of the damage/security deposit, specified in item # 4 of the Vacation Rental Agreement; the owners of Fall Creek Cabins may at their sole discretion accept for the tenant to submit a valid credit/debit card number to be charged for any necessary charges that would apply under the Vacation Rental Agreement and all specified addenda. The payment of money and or taking possession of the property after receipt of the agreement is evidence of the acceptance of the entire agreement and also constitutes the tenant/responsible party/card holder's authorization to charge the submitted card up to the amount specified in item # 4 of the Vacation Rental Agreement. Any charges made to the tenant/responsible party are not to exceed the actual damages and or expenses in order to return the property to the condition when the tenant received the property at the beginning of their occupancy. Nothing herein should be construed or interpreted that the damage/security deposit amount specified in item # 4 of the Vacation Rental Agreement is the monetary limit of liability on the part of the tenant/responsible party. Should the necessary charges exceed the pre-authorized amount specified in item # 4 Fall Creek Cabins shall seek further reimbursement from the tenant/responsible party. Please allow up to 45 days for this process.

Entry. From time to time, it may be necessary for us or our representative to enter the cabin during reasonable hours for any purpose connected with the repair, care or management of the property. Should this become necessary during your stay we would make every effort to notify you in advance.

Maintenance/Mechanical. All equipment, appliances, hot tubs, Internet, TV's, VCR's, DVD's, etc. in our rental units are well maintained and in good working order. However, unexpected breakdowns can occur at any time, please report any problems to our office promptly. Every effort will be made to resolve the problem as quickly as possible. No refunds/credits will be made for equipment failures, as they are beyond our control.

Locked Areas. Any locked areas are reserved for the storage of the private property/supplies of Fall Creek Cabins. These areas are absolutely not included in this rental.

Substitution. We reserve the right to substitute accommodations if circumstances require.

Furnishings/Decor. There are no refunds and we are not responsible for the rental property not being decorated or accommodating your personal taste or comfort level. We provide numerous photos of each room in order for you to evaluate which property will best suit your accommodations and taste.

Cabin Capacity. Please check the number of people each cabin accommodates as detailed on the Vacation Rental Agreement and on our brochure/website. This represents the **maximum number** of people, **including children** of all ages, allowed to stay in the cabin (**including any visiting guests**). No additional persons will be allowed to occupy the property in campers, vans, tents, etc. - Accommodates is intended to be defined as the maximum number of people that the cabin can accommodate considering all facilities such as cooking, seating, bathrooms, bedding, linens, number of exits in case of fire, etc.

Pets. Sorry, pets are not allowed in any of our cabins or at our facility. Violation of this rule is grounds for an expedited eviction without refund. Under these circumstances, Tenant will be charged if additional cleaning or repairs of actual damages are necessary to return the cabin and/or it's contents to its original condition.

No Smoking. No smoking is allowed inside any of our cabins, please smoke outside. All cigarette butts must be collected and disposed of. If cigarette butts are found in the yard, decks, etc. you will be charged extra for our housekeeping staff to pick them up and dispose of them.

Cancellation by Owner. Fall Creek Cabins reserves the right to cancel any reservation without further notice should the tenant/responsible party commit a material breach of the Vacation Rental Agreement including all attached addenda. Any reservation cancelled because of a material breach will be terminated under the provisions of the cancellation policy.

Cancellation Policy. All reservations are FINAL. Should you need to cancel your reservation, cancellations will be accepted by telephone and then must be formalized **in writing** by the Tenant/Responsible Party **within 5 days** to be eligible for any type of refund. Fall Creek Cabins will not, under any circumstances, release any rental time or seek any re-rental of cancelled rental time without prior written notice from the Tenant. Once written notice is received, Tenant has forfeited all reservation rights. The liability of the Tenant for financial loss due to cancellation is the **full dollar amount of the rental contract** for the time period specified. The Tenant will receive a dollar for dollar credit for any time that is re-rented, less the processing fee & cancellation fee (15% of the total rental amount, minimum of \$50.00) and any other administrative costs associated with the re-rental, such as overnight mail or wages of staff to meet last minute arrivals. If the Rental Agreement is not in good standing (Paid in Full according to the contract due dates), the Tenant then forfeits all rights to be eligible for any kind of refund less the fees stated in the contract. In order to be fair to all of our customers there are no exceptions to our cancellation policy, so please do not ask. There are NO REFUNDS or Date Transfers for weather conditions. It will be the sole discretion of Fall Creek Cabins to determine if a partial re-rental is in the best interest of all parties, factors that will be considered is length of time available to attempt to re-rent the property prior to the arrival date, economic conditions, time of year, weather, etc. If any prepaid damage/security deposits have been made these would be fully refundable upon cancellation (as these pre-payments are to only be applied and/or retained for any actual damages/cost incurred by Fall Creek Cabins).

Date Transfer Policy. To be eligible for a date transfer, the request must be submitted & received **in writing at least 60 days in advance of arrival date (please, no exceptions)**. Transfer requests less than 60 days from arrival date are treated as a cancellation and would fall under the cancellation policy. Transfer request must be for same cabin as original reservation, same dollar amount (or more). New arrival & departure dates must be specified at the time the transfer request is made and must be within one year of original reservation date. If transfer is granted, subject to availability, a \$50.00 transfer fee will be charged at the time the transfer is processed. Only one date transfer request will be honored for each original reservation.

Trip Interruption Insurance: Protect your vacation investment against financial loss. We cannot refund any money due to circumstances beyond our control (including inclement weather). Therefore we recommend that if traveling during months of inclement weather you consider purchasing "Trip Interruption Insurance". Trip Interruption Insurance also provides protection of your investment due to unforeseen circumstances, such as possible illness or accident as well as mandatory evacuations. To assist you with this, we have located several companies that offer competitive rates. Fall Creek Cabins is in no way affiliated with these or any other Trip Interruption Insurance companies.

Universal [Travel Protection](http://www.utravelpro.com/): 1-800-694-4311/website: <http://www.utravelpro.com/>
[Travel Insurance](http://www.travelinsured.com/) International: 1-800-243-3174/website: <http://www.travelinsured.com/>
Travel Guard International: 1-800-826-4919/website: www.travelguard.com/travelinsurance/singletrip.asp

Also, many credit card companies now provide and include Trip Insurance when paying for your trip with their credit card. Please check with your individual issuing credit card company if your trip is covered when using your account with them.

By tendering your rental money to Fall Creek Cabins and choosing not to purchase Trip Interruption Insurance, you are thereby rejecting Trip Interruption Insurance protection.

Weather Policy: We cannot be responsible for guaranteeing weather conditions in our immediate area, **there are no refunds for inclement weather, protect your investment with the purchase of Trip Interruption Insurance.** We will make all reasonable efforts to make your stay pleasant during adverse weather conditions. **Please remember that we do get rain, snow, fog and some warm days, these weather conditions are sometimes accompanied by acts of God and are out of our control and no refunds will be given. Please note that some weather conditions can also bring lady bugs, insects swarms, etc., again, these are conditions out of our control. During winter months, come prepared to drive in snow and/or icy conditions! A four-wheel drive vehicle and/or snow chains may be needed to reach your cabin and to come and go during your stay. Guests must evaluate the conditions and provide these items if necessary, including good tires. Severe winter weather conditions may not exist upon your arrival, however, winter storms may occur during your stay.** These severe winter conditions may apply to public roads in the area as well as the private road within our facility. Fall Creek Cabins does have its own road grader and snowplow. However, we do not guarantee that we are able to plow the roads as this depends on the overall weather conditions and if plowing will improve the conditions (we try our very best).

Cabin Lockout, Lost Keys, Roadside Assistance, Disabled Vehicles, Transportation, etc. are not part of your rental agreement. Assistance by us, or a staff member, may be provided based upon availability and at an additional charge. If assistance is needed, we will do our best to assist you; however, we can not always guarantee the availability of either

ourselves or staff members. If the tenant requires assistance and Fall Creek Cabins' personnel are unavailable and the tenant has to contact an outside vendor (i.e. locksmith, towing service, etc.) all expenses incurred are the tenant's responsibility.

Electrical Service. Electrical service in our area is extremely reliable. Blue Ridge Electric Membership Corp. supplies our electric/power and most outages are less than a few hours in duration. However, this area like many other areas of the country can rarely be subjected to severe weather. Loss of electrical power due to these extreme conditions is beyond our control and no refunds/credits will be made for these types of inconveniences. (Additional information for reporting outages is detailed in the information book in each of our cabins).

Please note that should a power outage occur we do not supply back up generators for individual cabins or wells. Water is supplied by wells, which run off of pumps, which is by electric. We strongly urge that you purchase trip interruption insurance and to check with the company in which you are purchasing it from to make sure that they will reimburse you should your trip be interrupted by a power outage and wish to check-out prior to your Vacation Rental Agreement ending. Again, there are no refunds or credits for power outages, which are beyond our control.

Long Distance Phone Calls. Telephones are included in our cabins for your convenience. There is no charge for local calls. Most customers are able to use their cell phones, however, depending on weather conditions or your cell phone carrier, service could be limited.

Operator assisted and direct dial long distance calls are not available. We suggest that you bring a calling card or pre-paid phone card, which has an 800-access number for long distance calls.

Check In/Out. The check-in and the check-out time is noted on your invoice and also the Vacation Rental Agreement. Please, no early check-in arrivals unless previously approved, as we need sufficient time to clean/set-up your vacation rental unit. If you do not receive prior approval for an early check-in you are subject to being charged an additional night's rental. Tenant must vacate rental unit on the last day of tenancy before checkout time; **keys must be placed in the locked drop box bolted to the gatepost at the entrance to our facility on the day of departure by the tenant.** If keys are lost or not returned to us, you will be charged. Failure to check out on time will result in a monetary charge in an amount sufficient to defray actual damages/cost incurred by Fall Creek Cabins as a result of the breach (minimum of least \$50.00) for additional labor and administrative costs. **If for personal reasons you decide to checkout before your scheduled departure date please contact our office and notify us of your early departure. There are no refunds or credits for early departure or unused time.** After an early departure should you then wish to return to use any remaining portion of your reservation, (within the same date/time period as covered in your original reservation) it will be subject to availability and an additional processing fee, (as once you have departed we do clean and set up for the next customer).

Personal Items Left. We are not responsible for personal items left behind. Please be sure to double check your cabin prior to departure. If we are asked to return personal items to you, there will be a minimum \$20.00 administrative fee in addition to shipping charges or special packaging, which will be charged to you. Items found are only kept for 10 days.

Cleaning. Your rental fee includes a basic departure cleaning, as listed below. We ask that you treat the cabin as if it were your own. Please leave it clean, neat and undamaged. Guests are expected to follow the **checkout procedures**, extra charges will be added if checkout procedures are not followed. A reminder checkout list is also posted in the cabin for your convenience. The departure cleaning would be the appropriate amount of labor time needed to restore the cabin to it's original condition (the condition in which you received the cabin upon your check-in). The labor time needed to perform this could vary; however, it would be a reasonable and appropriate amount of time depending on the number of occupants as well as the length of the rental stay. The maximum labor time included in the rental fee is four (4) labor hours. If additional time is required to return the cabin to it's original condition or if additional time is required from the tenants failing to follow the checkout procedures, the labor time will be charged in an amount sufficient to defray actual damage/costs incurred by Fall Creek Cabins (currently \$25.00 per labor hour). You will also be subject to a \$25.00 administrative service charge for processing.

Hot Tubs. There are hazards associated with the improper use of the hot tub as well as the improper supervision of children using or in the area of the hot tub (including the possibility of drowning). It is the tenant/responsible party's responsibility to ensure that all guests are advised on the safe and appropriate use of the hot tub. All occupants should familiarize themselves with the safety guidelines from the manufacturer which are available in the cabin information book located inside the cabin as well as information that is posted on the hot tub cover. The tenant/responsible party and all other occupants shall be responsible and liable for any injuries to themselves as well as to any children that are under their supervision. If there are any questions regarding the proper use of the hot tub, please contact our office. The chemicals have been set appropriately for the hot tub upon your arrival. Do not add anything to the water including chemicals, soaps, bath oils, bubble bath, etc. Do not use body oils, lotions or creams in the hot tub. Do not turn the hot tub off. Hot tub covers must be secured over the hot tub at ALL TIMES when not in use. Do not sit/stand on the covers, as they will break and you will be charged for a replacement. Do not place any items in the hot tub, i.e. cups, bags, cigarettes, etc. as these items can clog the filter, causing damage. Any misuse of the hot tub such as bubble bath, candle wax, excessive dirt (such as mud/dirt from occupants going in and out), or using the tub as a bathtub thereby causing an extra draining/cleaning will result in an additional cleaning fee of a minimum of \$50.00.

The rental fee that you pay includes a basic departure cleaning of the following items:

- Cleaning and sanitizing bathrooms and kitchens.
- Hot tub maintenance (cleaning and chemicals).
- Garbage picked up after your stay (or during if needed).
- Floors mopped and vacuumed.
- Washing/drying of linens (beds made & towels placed in appropriate locations).
- Initial supply of trash bags, toilet tissue, dish/dishwasher soap & bar soap.

Check-Out Procedures

Fireplace: Firewood is provided; however we do expect that you clean and sweep the fireplace upon your departure. Please use the clean-out hole located on the floor of the firebox towards the rear of the fireplace. **Do not throw any hot/burning logs in the woods outside of your cabin as it may cause a forest fire.**

Dishes/cookware: All cabins are furnished for normal housekeeping with dishes, glassware, silverware, and cookware. All items are to be left clean and returned to the appropriate cabinets. Please do not leave any dishes in the dishwasher (clean or dirty) or return any items to the cabinets wet/dirty. Extra charges may be added if dishes/cookware are not cleaned and returned to appropriate areas.

Garbage: Since there is no garbage pick-up in the area, we must remove and transport the garbage to the local dumpsters. Therefore, we ask that you place all garbage in the green barrel provided outside your cabin. We ask that you do not throw loose garbage in the can, as it must be re-bagged for transportation. If your green barrel fills and you require a garbage pick-up before your check-out, please feel free to call us, a 24-hour notice is appreciated. **Garbage pick-up on your scheduled check-out day begins at 10:00 a.m.** Do not place any broken glass/bottles in the garbage can.

Gas Grills: Please clean after use. There is a spare propane tank with each gas grill. It is there should the one attached to the grill need replacing. If you change the tank during your stay, please place the empty one out on the deck so it will be obvious to our staff and we can have it refilled.

Floors/Porches: Please broom sweep.

Heat Thermostats: During summer months please turn to minimal setting, winter months please set to mid-range.

Windows/Doors: Securely locked.

Return of Items: All items such as blankets (folded neatly), folding chairs/table, furniture, games, tapes, etc. must be returned to the appropriate location. Our housekeeping staff is unable to return moved furniture to its original place, so please return or do not move.

Appliances: Check all appropriate appliances, i.e. coffeemaker & stove to make sure they are turned off after use.

Linens: Linens are provided for your convenience – sheets, towels, blankets, etc. You do not need to wash any of these items upon checkout, as this is included in your rental. Please do not take any of our linens home with you as most belong to matched sets. You will be charged for any missing items or the entire set if satisfactory matching replacements cannot be purchased. Do not bleach our colored linens or throw rugs, you will be charged if these items are damaged with bleach.

Please gather all dirty towels/sheets and place them in the downstairs bathtub. Do not place comforters, quilts, shams, blankets, or mattress pads in with the sheets and wet towels.

Failure to follow the check-out procedures can result in additional charges being placed on your account

The Vacation Rental Agreement together with all of the specified attached addenda constitutes the entire agreement of the parties. There are no other representations or 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 the agreement is considered as having been entered into in the county where the rental property is located and that in the event of a dispute that the parties agree that any legal action may only be instituted in the county where the rental property is located.

The Vacation Rental Agreement together with all of the specified attached addenda is a legally binding agreement. The tenant/responsible party is urged to review all documents carefully and in their entirety. If tenant/responsible party is unclear as to the full legal ramifications of this agreement the tenant/responsible party may want to seek legal advice from their

attorney.

Timothy & Beverly Thompson are licensed real estate brokers in the state of North Carolina, we are also Realtors® (members of the National Association of Realtors) and as such our business practices are governed by existing laws as well as the Realtors® Code of Ethics. Fall Creek Cabins is a vacation rental facility that is privately owned and operated by Timothy & Beverly Thompson D/B/A (Doing Business As) Fall Creek Cabins. Vacation rentals at Fall Creek Cabins are not in any way associated with any other real estate sales or rental businesses, which may be owned and operated by Timothy & Beverly Thompson.

Rental Policy - Addenda "A" to Vacation Rental Agreement

Acceptance Of Rental Policy (Please indicate acceptance by placing initials in box and clicking submit)

<input type="text"/>	AdminLogin
Enter Initials and Submit to Show Acceptance	

