

THIS IS A VACATION RENTAL AGREEMENT UNDER THE NORTH CAROLINA VACATION RENTAL ACT "N.C. Gen. Stat. §§ 42A-1 to -36". 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

This Renter Agreement ("Agreement") is made and effective {BBKDT} ("Agreement Date") between Amble Lane, LLC d.b.a. Haven in the Hills ("Owner and/or Manager and/or Landlord" and/or "Host") and {CFULL} ("Tenant/Guest") regarding the property known as {PDISPNAME} ("Rental Property") which is located at:

{PADDRM}

This Agreement applies to the Guest's (including Guest's family members, children, guests, and/or invitees, hereafter referred to as "Invitees" or collectively as "Guest") stay at the Vacation Rental Property from Arrival to Departure Date as listed above, but also applies to any other dates which may be included if the reservation is changed or altered.

This Agreement applies to all members of the Guest's party no matter the age or affiliation. Guest acknowledges that Guest is responsible for sharing the Vacation Rental Agreement, and its requirements, with all members of the Guest's Party and any other Invitees of Guest in or around the Vacation Rental Property. For legal, financial, and accounting purposes, the Guest is the party responsible for the Vacation Rental Property and any and all issues, discussion, or concerns regarding reservation, cancellation, damage, and damage policies will be only handled with, by, and through the Guest.

IN CONSIDERATION of the fees received and the mutual promises contained herein and pursuant to N.C. Gen. Stat. Ch. 42A ("Vacation Rental Act" or "Act") the Owner (its agents, representatives, successors, and assigns, hereinafter referred to as "Owner") does hereby permit Guest the use of the Vacation Rental Property, and Guest does hereby accept use of the Vacation Rental Property from Owner as described above under the terms and conditions contained herein:

1. **Vacation Rental Fees.** Guest agrees to pay Owner for the use of the Vacation Rental Property in the total amount of {BTPAY}.
2. **Financial Terms.** Guest shall be required to make the above listed payment of fees to Owner according to the following:
 - a. **Airbnb.** For reservations originating through Airbnb. Airbnb is the merchant of record and is responsible for receiving, depositing, and disbursing funds related to the Guests reserved use of the Vacation Rental Property to the Owner. The exception being the security deposit, which is a hold on a credit card.
 - b. **Direct Booking or VRBO.** For reservations originating through VRBO or directly with the Owner, the receiving, depositing, and disbursement of funds related to the Guests reserved use

of the Vacation Rental Property is the responsibility of the Owner. Funds are collected through Stripe as a payment processor and are held in an FDIC insured checking account held at J.P. Morgan Chase.

c. Processing Fees. For reservations originating through VRBO or directly with the Owner, there is a \$100 non-refundable cancellation fee. This fee is charged due to the fees incurred by the payment processor (Stripe) to the Owner.

d. Cleaning Fees. Booking this property incurs a non-refundable cleaning fee of \$430.00. For reservations longer than twelve (12) nights, the Owner reserves the right to require a mid-stay clean. The date and time will be coordinated in advance with Guest. The mid-stay cleaning fee (if applicable) is \$285.00. *Note: For Airbnb reservations, the \$430 cleaning fee does not apply as Airbnb listings include cleaning costs in the total advertised price. This fee applies only to direct and VRBO bookings.*

e. Security Deposit (Hold) and Authorization to Charge. As a condition to the use and rental of the Vacation Rental Property, Guest is required to provide credit card information to place a \$1000.00 hold on Guest's credit card as a security deposit. The Security Deposit hold occurs three (3) days before Guest's Arrival Date and will be released within fourteen (14) days after Guest's check-out date depending on the ability to inspect the property by the Owner and/or its agents or staff. The hold for the security deposit does not fall off the credit card automatically if claims need to be processed. If claims do not exist, the hold typically releases within fourteen (14) days.

f. Charge Back Rights. Guest waives chargeback rights Guest may have under any cardholder agreement, including but not limited to all rights to contest charges permitted under this Agreement.

In the event of damages to the property, Guest will be notified via email and/or SMS text. The Guest's Security Deposit will be applied to actual damages caused by the Guest and/or any of the Guest's Invitees. Owner reserves the right to charge Guest's credit card for additional losses or damages which exceed the Security Deposit, including but not limited to, service calls, service charges, excessive cleaning fees beyond the Cleaning Fees Guest incurred as a condition of this Agreement, repairs or replacements, unauthorized early check-in or late check-out plus all applicable taxes. Guest hereby grants Owner the express right to charge Guest's credit card by signature or acceptance of this Agreement and Guest agrees to pay for all such charges, as defined herein.

3. Acceptance by Guest. Any of the following actions on behalf of Guest, or any combination thereof, shall be deemed as Guest's acceptance of the terms of this Agreement: (1) acknowledgement of the Agreement; (2) payment of any amount of fees subsequent to receipt of this Agreement; and/or (3) taking possession of the Vacation Rental Property subsequent to receipt of this Agreement.

4. Guest Duties. Guest agrees to comply with all obligations imposed by the Vacation Rental Act with respect to maintenance of the Vacation Rental Property and any obligations listed herein. **Guest's breach of any duty contained herein shall be considered material and shall result in termination of Guest's**

right to use, access, including Guest's right to occupancy of the Vacation Rental Property without any refund of fees paid to Owner.

Guest's duties include, but are not limited to, the following:

1. Guest shall keep the Vacation Rental Property as clean and safe as the conditions permit;
2. Guest shall not cause any unsafe or unsanitary conditions in the common areas, exterior of, or remainder of the Vacation Rental Property that Guest uses and/or occupies;
3. Guest shall dispose of all rubbish, garbage, and other waste in a clean and safe manner. Under no circumstances is trash to be left on porches, decks, or any other exterior locations. Local wildlife (bears) may frequent trash bins, so any trash disposed of outside must be inside the bear proof trash bin;
4. Guest shall abide by all Vacation Property Rental Rules and Regulations contained herein or posted in the Vacation Rental Property;
5. Guest shall not, nor permit others to, move or rearrange any larger furniture items. Small items such as chairs are permitted to be moved;
6. Parties, events, receptions, or gatherings of any size or nature are strictly prohibited without the Owner's prior written consent. For clarity, a "party" includes any activity that (a) exceeds the maximum occupancy of the property, (b) involves outside guests not listed on the reservation, (c) uses amplified music or sound equipment outdoors, (d) includes hired vendors, tents, decorations, catering, or similar event elements, or (e) otherwise disrupts the quiet enjoyment of neighboring properties. Violation of this provision shall be deemed a material breach and immediately terminate this Agreement;
7. Guest shall keep all plumbing fixtures in the Vacation Rental Property and/or used by Guest clean and free from debris, foreign objects of inorganic matter, or any other material or liquid prohibited for residential, indoor plumbing use; Guest shall only wash, flush, or drain fluids and waste suitable for residential indoor plumbing and septic tank systems. If a plumbing clog is caused by Guest's misuse, Guest agrees to use the plunger provided. If professional plumbing services are required due to Guest's negligence or misuse, Guest will be responsible for the cost of the service;
8. Guest shall not deliberately or negligently destroy, deface, damage, or remove any part of the Vacation Rental Property or render inoperable any appliance, equipment, or structure in, on, or around the Vacation Rental Property;
9. Guest shall notify Owner in writing, as soon as is practical, of any condition in, on, or around the Vacation Rental Property of any malfunctioning equipment, broken furniture or other items, missing safety features, or hazardous or precarious in nature ("Concerning Condition") which causes or may cause an unsafe condition or any condition that may cause damage to the Vacation Rental Property if not timely addressed. Time is of the essence with notification of any Concerning Condition and failure to notify Owner in a reasonable amount of time shall be a condition of breach of this Agreement;
10. Guest shall comply with all obligations imposed upon Guest by current applicable building and housing codes;
11. Guest shall not allow nor permit the Vacation Rental Property to be occupied by more persons than the confirmed and listed Guest count or as stated on the website or confirmation letter as the maximum capacity for the Vacation Rental Property;
12. Guest shall not use the Vacation Rental Property for any activity or purpose that violates any law or governmental regulation(s);
13. Guest's permitted use the Vacation Rental Property is for residential purposes only.
14. Guest shall not allow nor permit the Vacation Rental Property for use or occupancy by fraternities, sororities, school(s), clubs, civic, or other non-familial group use without prior written approval from Owner;
15. Guest shall not assign or sublet the Vacation Rental Agreement in whole or in part;
16. Guest agrees to check-in no earlier than 4:00 PM EST on the day of check-in and check-out no later

than 10 AM EST on day of checkout unless pre-approved with the host. Un-approved late check-outs will incur a \$250 per hour late fee. We must enforce a strict check-out time in order to accommodate same-day check-ins as well as avoid disrupting our cleaning staff's schedule for our property and other properties;

17. Guest agrees to maintain quiet hours between 10 PM EST and 8 AM EST. Quiet hours are defined by no loud music or voices that can be heard outside of the home that may disrupt our neighbors.

18. If Vacation Rental Property includes a pool or hot tub, Guest or Guest's Invitees use shall be at Guest's own risk. Misuse of a hot tub or pool by spilling foreign substances into the pool or hot tub (i.e. shampoo, oils, alcohol, etc.) or permitting use of glass or metal in or around pool or hot tub resulting in mitigation, clean up, and/or repair will result in a service call charge in the sole discretion of Owner. Under no circumstances shall any pets be allowed or permitted in pool or hot tub. In the event of any fecal incident in the pool or hot tub, Guest is required to immediately notify the Owner and cease all use of the affected amenity. The Owner will arrange for a professional cleaning and sanitation service to address the situation. Guest acknowledges and agrees that all costs associated with the emergency cleaning, treatment due to such contamination shall be the sole responsibility of the Guest. If the reservation was made through Airbnb, Owner will first request payment for these costs through the Airbnb Resolution Center. If payment is not received or if the reservation was not made through Airbnb, the amount may be deducted from the Security Deposit or charged to the Guest's credit card on file. To minimize the risk of contamination, infants or toddlers who are not fully potty-trained must wear swim diapers at all times when using the pool or hot tub. Failure to comply may result in service charges and temporary amenity closures.

19. Guest shall not modify any controls or disable any of the following equipment on the property including, but not limited to, breakers, security monitoring equipment, Internet equipment, pool & hot tub equipment and water leak monitoring detection system.

20. Guest shall be responsible for all damage, defacement, destruction, or removal of any property during the Guest's vacation rental, with the exception of any damage caused by ordinary wear and tear, damage, defacement, destruction, or removal caused by acts of Owner or Owner's agent, defective products, or natural forces. All damages, including damages to the person and property of Guest and Guest's Invitee(s), shall be the responsibility of Guest;

21. If the Vacation Rental Property is supplied with linens and/or towels, Guest is solely responsible for lost or damaged linens and/or towels at the cost of two (2) times the published standard rental price for such damaged or lost item(s);

22. Guest shall not adjust the thermostat(s) in the home to less than 60 degrees or more than 78 degrees for heat mode and no less than 62 degrees for cool mode. The garage thermostat should be set to no less than 50 degrees and no more than 75 in heat mode and no less than 65 degrees in cool mode. The heating system should never be turned off in the cold season.

23. Guest Safety. Guest agrees to secure the Vacation Rental Property by locking all doors and windows when not present and on checking out and vacating the Vacation Rental Property

24. Guest is required and agrees to upload their government issued ID during the signing of the rental agreement. The name and address on the government issued ID must match the name and address on the credit card being used for the security deposit hold.

25. Guest acknowledges any breach of any of the rules and regulations and all obligations of the Guest shall be a material breach and shall result in termination of this Agreement and Guest shall vacate the Vacation Rental Property immediately upon such termination.

5. Expedited Eviction of Guest from the Vacation Rental Property. Guest may, and will be, evicted and removed from the Vacation Rental Property pursuant to the Act, in an expedited eviction proceeding if Guest does not immediately vacate and does any of the following: (1) holds over in possession after the rental occupancy has expired; (2) commits a material breach of the terms of the Agreement (including

any addendum or schedule attached hereto) that, according to its terms would result in the termination of Guest's rental occupancy; (3) fails to pay rent as required by the Agreement; or (4) has obtained possession of the Vacation Rental Property by fraud or misrepresentation. Further, violation of any term of this Agreement shall be considered a material breach and shall result in expedited eviction at the discretion of Owner. Whether Guest has committed a material breach shall be at the sole discretion of Owner and its agents or assigns.

6. Owner's Duties.

a. Condition of Vacation Rental Property. Owner agrees to provide the Vacation Rental Property in a fit and habitable condition. If Owner cannot provide the Vacation Rental Property to Guest by the Arrival Date or provide a reasonable or substitute comparable property in a fit and habitable condition, Owner shall refund to Guest all payments made by Guest. If Owner cannot provide the Vacation Rental Property or a reasonably comparable property in a fit and habitable condition, Guest hereby agrees that Owner's sole liability as a result of such unavailability of the Vacation Rental Property is to provide a refund of all monies Guest paid under this Agreement, and Guest expressly acknowledges that in no event shall the Owner be held liable for any special or consequential damages which may result from any such unavailability. No refunds will be given for outages, including, but not limited to: power outages, Internet outages, water outages. No refunds will be given for the unavailability of amenities, including, but not limited to: pool, hot tub, game room, firepit, grill, TVs/Internet. Owner cannot guarantee problem-free utilities or amenities, but we make every reasonable effort to restore or repair them promptly if disruptions occur.

b. Sale or Transfer of Vacation Rental Property. If Owner voluntarily transfers the Vacation Rental Property, Guest has the right to enforce this Agreement against the transferee of the Vacation Rental Property if the Guest's vacation rental under this Agreement is to end 180 days or less after the transferee's interest in the Vacation Rental Property is recorded. If Guest's vacation rental is to end more than 180 days after the recording of the transferee's interest, Guest shall have no right to enforce the terms of this Agreement unless the transferee has agreed in writing to honor this Agreement.

Upon termination of Owner's interest in the Vacation Rental Property, whether by sale, assignment, death, appointment of receiver or otherwise, the Owner, Owner's agent, or real estate broker, shall, within 30 days, transfer all advance rent paid by Guest (and other fees owed to third-parties not already lawfully disbursed) to Owner's successor in interest and thereafter notify the Guest by mail of such transfer and of the transferee's name and address. However, if Guest's vacation rental under this Agreement is to end more than 180 days after the recording of the interest of the Owner's successor in interest, and the successor in interest has not agreed to honor this Agreement all advance rent paid by Guest (and other fees owed to third parties not already lawfully disbursed) must be transferred to Guest within thirty (30) days.

c. Guest Items. Owner is not and will not be responsible for any items left behind by Guest or Guest's Invitees. In Owner's sole discretion, and Guest's sole expense, Owner will attempt the return of any Guest items left at the Vacation Rental Property. Guest is solely responsible for maintaining confidentiality, protecting passwords, logging out, or signing out of any and all applications or accessible

accounts, electronic or otherwise, of Guest or Guest's Invitees in use or utilized while at the Vacation Rental Property.

d. Guest Safety. Guest agrees to secure the Vacation Rental Property by locking all doors and windows when not present and on checking out and vacating the Vacation Rental Property. For the safety of the Guest and the Vacation Rental Property, use of video and audio recording devices are in use on the outside perimeter and other non-private areas of the Vacation Rental Property. Use of a doorbell camera, floodlight cameras near garage, driveway entry, and backyard ("Security Cameras") are in use twenty-four hours a day, seven days a week. Guest acknowledges and accepts the use of the Security Cameras and Guest shall ensure that there will be no tampering with, interfering in any manner with the Security Cameras and use for the recording and visual security access. No cameras or recording devices exist on the interior or private spaces.

7. Mandatory Evacuations. If State or local authorities, order a mandatory evacuation of an area that includes the Vacation Rental Property, Guest, whether in possession of the Vacation Rental Property or not, shall comply with the order. Upon compliance, Guest will be entitled to a refund of the prorated fees for each night that Guest is unable to occupy the Vacation Rental Property because of the order. However, Guest will not be entitled to a refund, if prior to the Arrival Date to the Vacation Rental Property, (i) Guest refused insurance offered by Owner or agent that would have compensated Guest for losses or damages resulting from loss of use of the Vacation Rental Property due to a mandatory evacuation order, or (ii) Guest purchased such insurance from Owner or agent.

8. Occupancy Limits. Unless otherwise state, occupancy of the Vacation Rental Property shall be limited to the number of listed Guests above, including family and children of Guest. Guest agrees to be responsible for ensuring that maximum permitted occupancy of the Vacation Rental Property is not exceeded during the term of this Agreement.

9. Parking and Road Access

The Vacation Rental Property is located on a single-lane, private mountain road suitable for small, privately owned vehicles, limited to a total of five (5) vehicles on the property at any given time.

Parking on the street or lawn is strictly prohibited. During winter months or inclement weather, the private road is not maintained, and all-wheel drive or four-wheel drive vehicles may be required. Guest is solely responsible for monitoring weather conditions and ensuring appropriate transportation.

The Owner is not responsible for towed, damaged, or disabled vehicles due to road, weather, or access conditions. Refunds will not be issued for the Guest's inability to reach or depart from the property due to weather, access issues, or unsuitable vehicles.

10. Pool and Hot Tub Use; Assumption of Risk

The Vacation Rental Property may include a swimming pool and/or hot tub available for Guest use during normal operating seasons. Use of these amenities is entirely at the Guest's own risk.

Health, Sensitivity & Irritation Risks. The Guest understands and accepts that use of hot tubs, spas, and pools inherently involves exposure to chemical disinfectants (chlorine, bromine, oxidizers), byproducts (chloramines, ozone), and fluctuations in water chemistry (pH, sanitizer levels). Such exposure, even under proper maintenance, can cause skin irritation, rashes, dermatitis, eye irritation, allergic reaction, respiratory or breathing sensitivity, or exacerbation of preexisting skin/disease conditions. Guest accepts these as assumed risks, and acknowledges that minor irritation or discomfort will not justify refunds, credits, or claims.

Preexisting Conditions / Use Warnings. Guests with sensitive skin, open wounds, eczema, psoriasis, respiratory sensitivity (asthma, etc.), chemical allergies, or who are under a physician's care should use caution or refrain from using the hot tub or pool. Guest agrees not to use the pool or hot tub if experiencing open sores, cuts, or skin conditions that may react adversely.

Supervision and Safety. Children must be supervised by a responsible adult at all times near or in the pool or hot tub; they must never be left unattended. There is direct access to the pool from the lower level of the home. Although the pool is fenced, the Guest is solely responsible for ensuring that doors/gates remain closed or locked while not in active use.

Rules of Use. Diving, running, horseplay, or other unsafe behavior is strictly prohibited. Glass containers are forbidden near or in the pool/hot tub—only plastic or non-breakable containers may be used. All gates, doors, and safety barriers must remain closed when not in use.

Hot Tub Care & Contamination Prevention. After each use of the hot tub, Guest shall add approximately two (2) tablespoons of shock treatment (not capfuls) from the provided chemicals. No soaps, oils, lotions, bath bombs, cosmetics, or other foreign substances may be introduced into the water. If contamination or misuse is found, Guest will bear any related cleaning, draining, treatment, or maintenance costs.

Maintenance Compliance & Reporting. The Owner commits to maintaining the pool/hot tub in accordance with industry-standard water chemistry testing, sanitization, draining, filtration, and service protocols. Guest must promptly notify Owner if water appears cloudy, discolored, gritty, has an unusual odor, or if any equipment appears malfunctioning. Guest agrees not to use such amenity under those conditions.

Liability & Release. Guest and Invitees assume full responsibility for their own safety and accept all risks associated with pool/hot tub use, including but not limited to bodily injury, skin or respiratory irritation, infection, or allergic reaction, except in cases of Owner's gross negligence or willful misconduct. Guest releases and holds harmless the Owner from any claims, damages, or losses arising from such use.

No Refunds for Discomfort. No refunds, discounts, credits, or claims will be allowed solely based on minor irritation, rash, chemical smell, temporary water conditions, maintenance intervals, or closure of the amenity for routine servicing.

10a. Outdoor Pool Conditions and Natural Debris

The pool is located outdoors in a natural mountain environment surrounded by trees and vegetation. As a result, it is common and expected that leaves, pine needles, insects, pollen, or other natural debris may enter the pool, especially during wind, rain, or seasonal changes.

The Owner provides professional pool service twice weekly and makes every reasonable effort to maintain a clean, safe, and operable pool. However, due to the outdoor setting, the Owner cannot guarantee the pool will remain free of debris or perfectly clear between cleanings.

Guest acknowledges that the presence of such natural debris, temporary water discoloration, or organic material does not constitute a defect, habitability issue, or failure of service. No refunds, partial refunds, or discounts will be issued for these naturally occurring conditions.

Guests may use the provided skimmer net to remove debris between cleanings but shall not tamper with pool or filtration equipment under any circumstances.

11. Mountain Environment and Wildlife Notice

The property is situated in the mountains of Western North Carolina, surrounded by forest and natural habitat. Wildlife and insects are a normal and expected part of this environment. Guests may encounter or observe any of the following including (but not limited to) black bears, coyotes, foxes, deer, raccoons, squirrels, skunks, opossums, rodents (such as mice or rats), lizards, snakes, frogs, bees, wasps, hornets, spiders, ants, ticks, mosquitoes, centipedes, and other native species.

Guests agree to exercise caution when outdoors, keep food and trash secured in designated bear-proof containers, and keep doors and windows closed to minimize insect intrusion. Feeding or approaching wildlife is strictly prohibited.

No refunds or credits will be provided for the sighting or presence of wildlife or insects in or around the property. These are natural elements of the region and not defects or maintenance issues.

12. Travel Insurance and Refunds Policy

We strongly recommend that all guests purchase independent travel insurance to protect their travel investment. Travel insurance can cover unforeseen circumstances such as illness, inclement weather, flight cancellations, or other disruptions that may affect your stay.

Please note that **no refunds will be provided** for cancellations, interruptions, or changes to your reservation due to circumstances including, but not limited to:

- a. Illness or injury of the guest or their party members
- b. Inclement weather or natural disasters
- c. Transportation delays or cancellations
- d. Personal emergencies
- e. Work related emergencies and/or loss of employment/income

Guest acknowledges that it is their sole responsibility to secure appropriate travel insurance for your trip and that the property owner or management is not liable for any losses incurred due to the above situations.

13. Indemnification and Hold Harmless; Right of Entry. Guest agrees to indemnify and hold harmless Owner from and against any liability for personal injury or property damage sustained by any person (including Guest and Guest's Invitees) as a result of any cause, whatsoever, unless caused by the grossly negligent or willful act of Owner, or the failure of Owner to comply with the Vacation Rental Act. Guest further acknowledges and agrees to release, waive, discharge, hold harmless, defend, and otherwise indemnify Owner from any and all claims, causes of actions, losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of, occur during, or be collaterally related to use and occupancy of the Vacation Rental Property.

Tenant Agrees that Owner or its agents, assigns, or representatives may enter the Vacation Rental Property during reasonable hours to inspect, to make such repairs, alterations or improvements thereto as Owner may deem appropriate, or to show the Vacation Rental Property to prospective purchasers or tenants. Guest further agrees that the Owner and its Agents may enter the Vacation Rental Property at any time for inspection purposes should the Owner reasonably believe that Guest is causing or has caused any damage to the Vacation Rental Property.

14. Pets and Service Animals. Unless otherwise specifically permitted in this Agreement (including any addendum hereto), no pets shall be allowed at the Vacation Rental Property. Service animals are excepted in accordance with applicable law. Guest's breach of this provision regarding unpermitted pets shall be deemed material and shall result in immediate termination of this Agreement and Guest's use and occupancy of the Vacation Rental Property. Further, Guest may be liable for an additional \$500.00 pet cleaning fee, which will be deducted from Guest's Security Deposit if an unpermitted pet is detected at the Vacation Rental Property.

For service animals:

- a. Service animals must not be left alone in the property and are to remain with their handler at all times.
- b. Service animals must be on a leash or under control of verbal or sight commands that are followed at all times.
- c. Service animals are not permitted on furniture unless required by the handler's disability.
- d. Guest remains liable for any and all damage or additional cleaning necessary caused by a service animal.

15. Smoking, Fires, Grills Prohibited. Smoking is not allowed inside the Vacation Rental Property. Smoking includes vaping of tobacco or non-tobacco products. If smoking is detected upon inspection of the Vacation Rental Property, a \$750.00 fee will be deducted from Guest's Security Deposit to pay for ionization/air purification. Further, no fires, including bonfires and campfires, or grills are permitted to be used in, on, or around the Vacation Rental Property except in designated locations. The gas grill provided on the deck is the only grill allowed to be used. Any violation of this provision shall be deemed a material breach of this Agreement and shall result in immediate termination of this Agreement and Guest's right to use or occupy the Vacation Rental Property.

16. Governing Law and Venue. This Agreement and any controversy arising out of or in connection with

it shall be interpreted under and in accordance with the laws of the State of North Carolina, including the Vacation Rental Act. The parties further agree that venue and jurisdiction for any action arising out of this Agreement shall be in Henderson County, North Carolina.

17. Attorneys' Fees. If it becomes necessary for Owner to enforce any provision(s) of this Agreement or to obtain redress for the violation of any provisions hereof, including expedited eviction proceedings, whether by litigation, arbitration, or otherwise, Owner, in addition to other recovery obtained in such action, shall be entitled to reasonable attorneys' fees, court costs, and other legal fees incurred herein.

18. Waiver of Breach. The waiver of Owner of Guest's breach of any provision(s) of this Agreement shall not operate or be construed as a waiver of any subsequent breach by Guest.

19. Severability. Each provision of this Agreement is deemed severable from every other provision of this Agreement. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained, Guest has read and agreed to the following:

I, the undersigned, have read and understood this Agreement and agree to all of the terms and conditions herein. By my signature, I acknowledge that I am of legal age and capacity, sign this Agreement of my own free will and fully understand its contents. Further, I acknowledge that I am renting a vacation rental subject to the Vacation Rental Act and the expedited eviction procedures provided thereby and I authorize my credit card used for the Security Deposit to be charged by the Owner for any fees stated in this Agreement.

Haven Hills RA V2025.2.5