

Vacation Procedures and Policies for **RIVERDANCE**

Hosts: Callie and Dave Wellendorf
179 Deer Leap
Marshall, NC 28753
(847) 809-3098

THIS IS A VACATION RENTAL AGREEMENT UNDER THE NORTH CAROLINA RENTAL ACT. THE RIGHTS AND OBLIGATIONS OF THE PARTIES TO THIS AGREEMENT ARE DEFINED BY LAW AND INCLUDE UNIQUE PROVISIONS PERMITTING 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 EVIDENT OF YOUR ACCEPTANCE OF THE AGREEMENT AND YOUR INTENT TO USE THIS PROPERTY FOR A VACATION RENTAL.

RENTAL POLICIES

Funds Received: In the form of a check, cash, or credit card will be deposited at Asheville Savings Bank. The deposit will be placed in an account exclusively for our rental property.

This vacation rental agreement conforms to subsection B of 42A-11 (Vacation Rental agreements) of the North Carolina Vacation Rental Act.

PLEASE NOTE:

QUESTIONS OR CONCERNS: We want to make your stay at RiverDance the best it can be. If there is anything we can do to make it better, please let us know as soon as possible.

NO SMOKING is permitted in the house. Please dispose of your cigarette butts properly.

NO FIREARMS are allowed on the property.

DIETARY RESTRICTIONS: If you have any dietary restrictions please let Callie know before your arrival.

FAMILY AND PET FRIENDLY – We created **RiverDance** with families in mind and we absolutely love it when they come to visit. We've had many families come stay with us and you can take a look at the reviews and see how much they enjoyed it. But your families safety is at the top of our list. We sit 300 feet above the loop of the Big Laurel, so we would ask you to have your children supervised by an adult at all times. Since the Hot Tub is used by all guests, we would ask that children who are in any type of diaper not be in the Hot Tub. Your canine friends may also be welcome. While dogs are outside of RiverDance the rules of the Bear River Lodge Homeowners Association requires them to be on a leash.

QUIET HOURS: Noise/Nuisance: Tenants shall not disturb neighbors with loud noise or music, or unlawful, unsafe or pollution causing behavior. **Please respect the quiet hours from 10:00 PM to 8 AM.** Should tenant allow or participate in such behavior, tenant may be evicted and forfeit the remainder of

the rental fee and initial payment. Any complaints from neighbors regarding excessive noise or other nuisances may be cause for immediate termination of the rental agreement and forfeiture of the guest's security deposits and rents.

AGE LIMITS: Guests less than 25 years of age, as a general rule, must be accompanied by a guardian or parent. If not, we are happy to talk about your specific situation.

SUITE LEVEL: Every effort will be made to honor your suite request, but if necessary, we reserve the right to change the suite level.

DAMAGE POLICY: If there is any damage to your suite level or the common area, for which you are responsible, your credit card will be billed. The tenant is responsible for the care of the premises, appliances and furnishings and for all damages by negligence or wrongful acts caused by the tenant or the tenant's guests. Specifically:

- A. No damage is done to the house or its contents, beyond normal wear and tear
- B. No linens are lost or damaged
- C. No items are missing from the property
- D. The renter is not evicted by the owner or local law enforcement.

Cleaning Responsibilities: It is your responsibility to maintain the home in a near clean condition throughout your stay. If using the kitchen, please take care of your dishes and leave things in good order.

Laundry: Is available for your use. Laundry detergent and fabric softener is supplied.. Please do remove your laundry from this designated area once completed.

Strip Sheets and Pillow Cases from your bed and leave them on top of the bed. Put all used towels on the shower floor.

Liability and Damages: Tenant shall indemnify and hold David and Ann Wellendorf free and harmless from any and all liability claims, loss, damages, or expenses arising by reason of any injury, death, or property damage caused by negligent or intentional act or tenant or any guest of tenant.

No Tents, RV's, Trailers or overnight campers shall be placed or parked on the premises'.

No plants or trees may be cut down or removed.

FIREPLACE: Guests are welcome to enjoy both the indoor and outdoor fireplaces. However, the outside fireplace **REQUIRES LIGHTING** by Dave or Callie. The inside fireplace takes a little bit of instruction.

Upon being notified by Renters of any malfunction of appliances, owners will make every reasonable effort to have the necessary repairs made. Replacement or repair of any television, VCR, DVD player or other electronic equipment provided by the owner, is not guaranteed.

Inclusive:

Use of linens, blankets, pillows and towels

Use of Gas Grill

Use of games, puzzles, and reading material

Use of DVD players, Direct TV Network Channels

Wireless internet access.

Internet based home phone.

Outside firepit.

Continental Breakfast: We serve a continental breakfast featuring coffee, juices, tea, yogurt, fresh fruit, granola, and a variety of locally made pastries between 8:30 AM and 9:30 AM. If your schedule for the day requires an early start, please let us know and we will either start breakfast early or provide you with a “to go” breakfast. If you have any food allergies or dietary restrictions please let us know ahead of time so we can make sure we have the right things on hand.

The kitchen is open for your use during your stay. All you need to do is bring the food and clean up afterwards. We have ample refrigerator storage in the kitchen and in an auxiliary refrigerator. In addition there is a full refrigerator in the River Rocks suite and a mini-fridge in Tree Tops.

Utilities: There is a zoned system for heating and cooling. Please let us know if you want the temperature adjusted. In River Rock the thermostat looking display outside of the bathroom is for the radiant floor heating.

NO daily maid service is included in the rental fee. Do not take towels or linens from the house without permission. If you need additional towels we will be happy to provide them.

This is our full time home. Our master suite is off of the great room in the middle layer of the house so we can provide the level of hospitality our guests enjoy.

Falsified Reservations: Any reservation obtained under false pretense will be subject to forfeiture of advance payment, deposit and/or rental money, and the party will not be permitted to check in.

Parking: The first place to park is in the driveway rather than on Deer Leap. If there is need for multiple cars with your reservation let Callie and Dave know ahead of time.

Check Out: Our check out time is 11:00 AM unless other arrangements are made. If you want to enjoy the middle section of the house for a longer period of time we ask that you gather your personal belongings and place them into your car so the cleaning team can take care of your suite.

Check In: Check in Time is after 3:00 PM unless other arrangements are made. There is always the option of dropping of your things to explore the area, or making use of the middle layer of the house to just relax until your suite level is ready. If you will be arriving after 10:00 PM you will need to make Callie and Dave aware of the later check in time. Do make sure that you print out the directions from our website before leaving home and that you bring the gate code with you as well.