

# **WOLF DEN CABIN TERMS AND CONDITIONS AND ATV RULES**

## ***NORTH CAROLINA VACATION RENTAL ACT***

Your Vacation Rental Agreement for WOLF DEN Cabin is subject to the North Carolina Vacation Rental Act (see text near the end of this document).

## ***AGE REQUIREMENTS***

The individual making the reservation for WOLF DEN Cabin at Buck Mountain must be 25 years of age or older and must occupy the rental property the entire term of the reservation. Singles under 25 years of age are prohibited unless accompanied by a parent or legal guardian.

Restrictions may apply regarding the number of people that may accompany a parent or legal guardian. Additional restrictions may apply during the spring break vacation period. Chaperoned groups are prohibited.

## ***RESERVATIONS***

Reservations for your vacation can be made by phone or by internet. A Deposit Request/Lease Agreement will be mailed, faxed or Emailed to you the following business day. Please read the lease carefully, checking the dates for accuracy. After reviewing your Deposit Request/Lease Agreement and determining that you will confirm your vacation rental, please sign the agreement and return it by mail or fax within 10 days of the date the reservation was made. The Deposit Request/Lease Agreement has to be returned within 48 hours. Return the original agreement along with 50% of the rent. Initial payments may be made by personal check, certified check or PayPal (Visa/MasterCard). There will be a \$25.00 charge for all returned checks due to non-sufficient funds or stop payment.

If we do not hear from you, and have not received the signed contract with required payments within 14 days from the date your reservation was made, your reservation will automatically be cancelled.

If you make a reservation less than 30 days prior to check-in, the entire balance is due within 48 hours. We will fax the Deposit Request/Lease Agreement (or Email to you a PDF copy to be printed), which needs to be signed and returned by US Mail as soon as possible. We will not accept personal checks if your reservation is made 30 days prior to arrival - payment must be made by PayPal (Visa/MasterCard) or certified funds sent via express mail.

## ***PARTIAL WEEK OR WEEKEND RENTALS***

Even in prime season or if the Availability/Booking Calendar indicates the cabin is reserved, a rental might be arranged on a last minute basis - especially if the WOLF DEN Cabin Owners are holding it for themselves. This can be done by calling us on Wednesday before the weekend/partial week that you plan to arrive. A two night minimum is required. Nightly rates are calculated by dividing the weekly rate by five (5).

## ***FINAL PAYMENTS FOR RESERVATIONS***

When the WOLF DEN Cabin Owners receive your initial payment and signed Deposit Request/Lease Agreement, you will be mailed a Reservation Confirmation. This will be the last notice that you will receive from the WOLF DEN Cabin Owners. It will show your balance due and the due date for final payment. The final payment will include the remaining 50% of rent, all taxes, and the security deposit. The WOLF DEN Cabin Owners must receive your final payment no later than 30 days prior to your arrival date in order to retain your reservation. Final payment may be made by check, cashier's check or PayPal (Visa/MasterCard). For PayPal and Credit Card transactions, the WOLF DEN Cabin Owners will charge to the Tenant a fee which is exactly the same as that charged to the Owners by the financial institution issuing credit to the Tenant (usually approximately 3%).

## **SECURITY DEPOSIT**

To rent WOLF DEN Cabin at Buck Mountain requires a security deposit. This protects the home from abnormal wear, tear and damage. Your security deposit will be held against any damage done during your stay. We ask all guests to report any damages they see upon arrival so that they are not held liable for such damages. Failure to report previous damage could result in your account being charged. WOLF DEN Cabin is carefully checked after each departure. The inventory is checked and any damages are recorded. Security deposits will be returned via the U.S. Postal Service within 45 days after your check-out date.

## **OCCUPANCY**

The occupancy limit at WOLF DEN Cabin is clearly stated on your lease regardless of the beds that are available in the cabin. Children are counted in the occupancy unless they are under the age of 2 and normally sleep in a crib (which you must provide). Misrepresentation may result in the guests being asked to vacate the property without a refund. No mobile units (such as campers or motor homes) can be used at WOLF DEN Cabin for sleeping, cooking, or any purpose other than transportation. We maintain a family atmosphere for the quiet enjoyment of our guests. We only rent to family groups. **ABSOLUTELY NO HOUSE PARTIES, YOUTH GROUPS, FRATERNITIES, WEDDINGS, RECEPTIONS, MEETINGS OR RAUCOUS PARTIES ALLOWED! WOLF DEN Cabin DOES NOT RENT TO STUDENTS OR GROUPS OF STUDENTS UNDER ANY CIRCUMSTANCES, EVEN IF A PARENT OR LEGALLY RESPONSIBLE ADULT MAKES THE RESERVATION AND/OR PAYS THE RENT.** Should you misrepresent your family group, you will be required to vacate the premises immediately and all monies will be forfeited.

## **LEASEHOLDER RESPONSIBILITIES**

Many of you will vacation with other family members or friends, but only one person will sign the lease. We hold the leaseholder responsible for payment, security deposit and all other facets of the leaseholder responsibilities as outlined in the lease, including all guests. Please designate one person in your family to be responsible for sending in one payment per reservation. **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 THE RENTAL AGREEMENT, PAYMENT, 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.**

## **RULES & REGULATIONS**

Please be aware that WOLF DEN Cabin at Buck Mountain has rules and regulations which must be observed and that the Buck Mountain POA has rules and regulations which will govern your actions while you are a guest such as:

1. Smoking is NEVER ALLOWED inside WOLF DEN Cabin. "Butts" must be safely discarded.
2. Fire is always a hazard - especially in wooded areas. Do not leave candles unattended and extinguish them at bedtime. Do not leave the gas log fireplace burning while you are absent from the cabin.
3. The speed limit on all Buck Mountain roads is 25 mph.
4. Guests may bring up to FOUR ATV's (please inquire about additional trail rules).
5. The cabin must be locked when you plan to be away.

6. NC law limits liability regarding stairs, banisters, railings and porches. Do not lean or sit on porch railings. Do not allow play to occur on stairs or near stairways. Do not block stairways with personal items.
7. Pets are not allowed at anytime either inside or outside the cabin.

### ***EQUIPMENT FAILURE AND INCONVENIENCES***

All equipment in WOLF DEN Cabin should be in working order. If some equipment is not working properly or you find damages, please report these problems to us immediately. Every effort will be made to rectify the problem. We cannot, however, refund money due to equipment malfunctions. Please be patient if you encounter any inconvenience. We will be as responsive as possible considering the remote location and distance to the cabin and we will certainly try to rectify those things which are under our control.

### ***PROPERTY PROVISIONS***

WOLF DEN Cabin is set up for light housekeeping and includes towels and linens. We also provide a starter set of toilet tissue, bath soap, dishwashing and laundry soap, trash bags, and paper towels. There is a vacuum cleaner and iron and board.

### ***GUEST'S DUTIES***

The WOLF DEN Cabin guest agrees to comply with all obligations imposed by the Vacation Rental Act with respect to the maintenance of the premises, including but not limited to keeping the property as clean and secure as conditions permit and causing no unsafe or unsanitary conditions in the common areas and remainder of the property used by the guest. Guest agrees not to use the premises for any activity or purpose that violates any criminal law or governmental regulation. Guest's breach of any duty contained in the paragraph shall be considered material and shall result in the termination of the tenancy.

### ***OWNER'S CLOSETS OR LOCKED AREAS***

Any locked closets, drawers or other areas labeled for the Owner are reserved for storage of the Owner's private property. They are absolutely not included in the property rental.

### ***PROPERTY CARE***

As a vacationing tenant you are considered a paying guest of WOLF DEN Cabin. Please respect the owner by caring for this home, its furnishings, private owner closets and grounds as if they were your own. Please do not rearrange the furniture or other home articles. If, however, you find it necessary to move something, please move it back before you leave. If you or someone in your party makes a mess, please see that it is cleaned up. In general, you are expected to take proper care of WOLF DEN Cabin while enjoying the use of it.

### ***WEATHER & ROAD CONDITIONS***

Weather conditions in the mountains of North Carolina are very difficult to predict. Please remember that from November to April frozen precipitation can occur and, although Wilkes county often has less ice and snow than Boone, road conditions may become hazardous just prior to or during your stay, and a 4-wheel drive vehicle equipped with good tires or chains may be required to travel to or from WOLF DEN Cabin. **IT IS YOUR RESPONSIBILITY TO COME PREPARED TO DRIVE UNDER HAZARDOUS ROAD CONDITIONS.** There will be NO refunds, allowances or date changes resulting from your negligence in this matter - please do not ask.

### ***CANCELLATIONS***

All cancellations or changes for reservations on which payments have been received must be made in writing. Email is allowed if you also receive an Emailed reply from us. If no payment has been made, you may cancel at any time, without penalty. If the cancellation is made more than 60 days prior to your arrival, all payments made to the WOLF DEN Cabin Owners are refundable.

No refunds will be given for cancellations made less than 60 days prior to your arrival, NO EXCEPTIONS. Changing weeks is considered the same as a cancellation.

### **CHECK-IN**

Your vacation accommodations will be ready **after 3:00 PM** on the beginning date of your reservation. In order to allow sufficient time to prepare the property for your use, we ask that you not request early occupancy. You will receive the code to the gate and the key lock box as well as precise directions to WOLF DEN Cabin in the mail or by Email within 14 days of your vacation occupancy

**WE STRONGLY ENCOURAGE GUESTS TO ARRIVE AT WOLF DEN CABIN BEFORE SUNSET.** To maintain the rural nature of the development, there are no street lights on the roads at Buck Mountain and navigating the turns and switchbacks near the cabin can be slightly daunting for first-time guests who arrive after dark.

### **CHECK- OUT**

WOLF DEN Cabin at Buck Mountain must be vacated by **10:00 AM SHARP** on your departure date. **NO EXCEPTIONS!** If anyone remains in the cabin after 10:00 AM, you will be charged for ½ day's rent. Before you leave, read and follow the required check-out instructions. There were 2 sets of keys in the WOLF DEN Cabin lock box. Failure to return both keys or to secure the lock box properly will result in a \$25 per key or lock box security charge.

### **CHECK-OUT PROCEDURES**

(Failure to do the following will result in a \$50 charge)

1. Remove ALL trash from WOLF DEN Cabin and place it (in appropriate bags) in the dumpsters located on your left a mile before the gate (LOOK FOR THE FIRE HYDRANT ON YOUR LEFT - the dumpsters are located nearby). There is no trash pickup at the cabin. Also, ensure that the large trash receptacle on the front porch is clean and empty. Never place 'raw trash' in the receptacles at WOLF DEN Cabin. Always use plastic bags to keep the trash cans clean.
2. All linens and towels must be placed in the laundry basket in the laundry room. Wet towels, wash cloths and mats should be dry to prevent mildew as it may be a few days before laundry is completed. The beds must left in the condition they were in when you arrived.
3. Clean and return all dishes to cabinets.
4. Clean out the refrigerator.
5. Set the gas logs to the OFF position.
6. IN WINTER, set the heating thermostat to 50 degrees. IN SUMMER, set the air conditioning thermostat to 80 degrees.
7. Lock all exterior doors and windows - on all floors.
8. Return both sets of keys to the lock box on the front porch, shut the lock box, spin the combination lock cylinders and close the cover.

### **RESERVATION REQUESTS FOR NEXT YEAR**

The WOLF DEN Cabin Owners want to have you return year after year. Advance tentative reservations will be accepted for the following year, but cannot be guaranteed. If you want to reserve the cabin for the same week next year, you must reserve it with a \$30.00 (plus tax) non-refundable fee. Please contact the WOLF DEN Cabin Owners for further details. After rates and owner usage are finalized in January, you will be mailed a Deposit Request/Lease Agreement for the required 50% advance payment. Tentative reservations are non-binding until the 50% payment is made.

### ***LOST & FOUND***

If you leave something behind, call us and we will make every effort to locate it and return it to you C.O.D. We will not be responsible for any items left in the cabin. There will be a \$25 service charge to package and mail back any lost and found items. Any items found in WOLF DEN Cabin will be kept in our office for 30 days only; after which time, if still unclaimed, they will be donated to charity.

### ***TELEPHONES***

Most cell phones we have checked operate at WOLF DEN Cabin. Call your cell phone provider and ask if they offer service in Wilkesboro or Wilkes County, North Carolina.

A telephone is provided at WOLF DEN Cabin. Tenant may make unlimited calls within the local exchanges. Calls outside of the local area or information request calls are not allowed. Tenant is expected to use their calling card or cell phone for long distance calls. Agent will accept no toll phone charges for any reason whatsoever. There is a telephone directory in the drawer in the table adjacent to the dining area.

Any telephone charges will be deducted from your security deposit and will include a \$20 per call fee plus the cost of the call. The phone number to WOLF DEN Cabin will appear on the mail/email that we send to you with maps/direction, gate codes and the lock box code. Please leave this number with friends and family in case of an emergency.

### ***PETS***

Pets are never allowed at WOLF DEN Cabin. Tenants who bring pets will be immediately evicted with no refunds. NO EXCEPTIONS.

### ***LIGHT POLLUTION***

The excessive use of outdoor lighting is discouraged and controlled by POA covenants to help ensure that extraneous light is limited from blocking everyone's view of a dark nighttime sky. Other than the occasional use for their safety, Tenant agrees that illuminating outdoor lighting for an extended period of time is a waste of electricity and is considered rude to neighbors occupying nearby cabins and/or those on adjacent ridges. Tenant agrees not to leave exterior lights on when the cabin is unoccupied or overnight while sleeping.

### ***HUNTING***

Hunting or the discharge of firearms is never permitted on WOLF DEN Cabin property. The Tenant agrees that hunting anywhere in the Buck Mountain Community may only occur after obtaining the express written permission of the person owning the Buck Mountain property on which hunting is to occur or only when the Tenant is physically accompanied on the hunt by the property owner. The Tenant agrees that a property owner's permission to hunt on a Buck Mountain property does not negate the Tenant's responsibility to secure and carry on his/her person all required and valid governmental hunting permits in advance of hunting. The Tenant further agrees to obey all hunting and trespassing laws in force in Wilkes County and North Carolina.

### ***LOCKOUTS***

Please keep a key with you at all times to prevent accidental lockouts. Because WOLF DEN Cabin is remote, immediate assistance will not be possible. The WOLF DEN Owners' telephone number is posted on an "IN CASE OF EMERGENCY" sign posted on the front and rear doors of the cabin. Call us if you are locked out. A \$25 fee will be charged for each lost key.

### **RIGHT TO ENTER**

WOLF DEN Cabin Owners, or its assigns, may enter the cabin during regular business hours for the normal management of the cabin. With a 24-hour notice to the guest, WOLF DEN Cabin Owners or its assigns may also enter the cabin to show the property if it becomes listed for sale. In case of emergency, WOLF DEN Cabin Owners may enter the cabin at any time.

### **RESERVE THE RIGHT**

WOLF DEN Cabin Owners reserve the right to change, alter or delete any of these terms at any time without prior notice.

### **ATTENTION:**

**Neither the Buck Mountain Property Owners Association or Henley Properties, LLC maintain the trails, and neither assumes any liability whatsoever for injury or damage sustained due to trail riding or related activity. You operate an ATV on Buck Mountain roads and trails at your own risk.**

### **ATV Use And Limitations Policy**

#### **For Guests of WOLF DEN Cabin at Buck Mountain**

**UP TO FOUR TYPE-APPROVED ALL TERRAIN VEHICLES are allowed for guests renting WOLF DEN Cabin - NO EXCEPTIONS!**

**There is a ten (\$10.00) dollar permit required for EACH ATV which is valid for the duration of the guest's stay which must be retrieved from the Buck Mountain Property Owners Association manager's home/office on the first day the ATV(s) are operated on Buck Mountain roads and trails.**

- Guests may not invite friends with additional ATVs to the cabin or allow more than the four permitted ATVs to ride Buck Mountain roads and trails - NO EXCEPTIONS!
- Guests may not ride or park a vehicle, trailer or ATV anyplace on WOLF DEN Cabin property other than the gravelled parking area directly in front of the cabin.
- Guests may not drive or park any vehicle, trailer or ATV on the driveway leading to the lower level of the cabin.
- Guests must ensure that their ATVs do not damage the gravelled parking area with excessive tire spinning or fast starts or stops.
- Only federally approved gasoline containers may be brought to Buck Mountain. Such containers may not be kept on WOLF DEN Cabin property except when stored on the guests ATV trailer. Refueling of ATVs should be done in front of the cabin and at a safe distance from the cabin. on WOLF DEN Cabin property except when stored on the guests ATV trailer. Refueling of ATVs should be done in front of the cabin and at a safe distance from the cabin.

### **Off Road Vehicle Use Policy**

#### **Buck Mountain Property Owners Association**

Off-Road Vehicle Policy (Revised 3/11/06)

1. **General Use of the roads** and common areas within Buck Mountain by ATVs, golf carts, dirt bikes, or other unlicensed motorized vehicles is a privilege, not a right, granted by membership in the POA. This privilege requires registration of the vehicle with the POA. The purpose of requiring the registration of off-road vehicles is to:
  - Increase safety of off-road vehicles mixing with vehicular traffic;

- Provide an opportunity for the POA to communicate to off-road vehicle operators the expected behavior while riding on our roads and common areas, particularly as it applies to safety and responsibility;
  - Identify that an off-road vehicle (and presumably its operator) belongs within Buck Mountain, i.e., limit the use of the roads and common areas to property owners and their guests.
2. **Banned Vehicles** The following unlicensed vehicles are not permitted to be operated on the roads, trails or the common areas of the POA:
- Two-cycle or racing sport ATVs
  - Dirt Bikes
  - 3-wheel ATVs

**The Board of Directors may permit individual exceptions** to the above restricted vehicles. Such exceptions must be the result of the owner of the vehicle petitioning the Board and appearing with the vehicle and authorized operators during the public forum period of a regularly scheduled meeting of the Board. All vehicles provided such an exception must be modified (prior to the granting of such an exception) to reduce operating noise to a level at or below that of traditional ATVs operated in a reasonable fashion. Any such exception issued by the Board of Directors may be withdrawn without notice at any time for any reason.

3. **Quiet Hour Restrictions** To help reduce the impact of off-road vehicle noise, a “Quiet Hours” period has been established from 10 P.M. each night until 8 A.M. each morning. During this time period, the maximum speed for all off-road vehicles is limited to 15 miles per hour. Operators are encouraged to take actions which reduce noise output at all times, and avoid operating off-road vehicles in a manner that negatively impacts others.
4. **Operator Restrictions** Off road vehicles may be only operated by fully licensed drivers. (learner’s permits do not count). An exception to this restriction shall be made for operators and vehicles that conform to N.C. Session Law 2005-282 regarding the use of all-terrain vehicles, but only if another adult is continuously present during operation of the vehicle.
5. **Helmet Requirement** All operators or riders of off-road vehicles under the age of 18 years must wear safety helmets. Violation of this requirement is grounds for immediate revocation of the off-road vehicle registration.
6. **Riding Etiquette** In order to safely mix with other traffic and our community, off-road vehicles in Buck Mountain should:
- Be driven in a safe an appropriate manner at all times in accordance with the manufacturers recommendations and applicable laws;
  - Be driven on the right side of the road at a safe and reasonable speed;
  - Yield the right-of-way to pedestrians, riders on horseback, and licensed vehicles; reduce speed at all curves and near hill crests to increase safety and reduce gravel spread;
  - Not be excessively loud when operated;
  - Not be operated on banks, roads berms, newly seeded areas or other locations in a manner that could result in erosion problems;

- Not be operated on private property without permission from the property owner.
- 7. Member Registration** Each off-road vehicle must prominently display an approved vehicle tag on either the front or rear of the vehicle. The POA reserves the right to approve placement of the tag on the vehicle or require changes in identification methods for security purposes. Off-road vehicles owned by the POA members (or members or their immediate family) may be registered at a one-time cost of \$15 per vehicle. Member registration is valid as long as property ownership continues.
- 8. Guest Registration Use of off-road vehicles by guests is governed by the following:** ·  
Guests may operate any registered off-road vehicle without escort. The registrant is responsible for instructing all guests regarding the safe and responsible use of the vehicles;
- Up to four guest vehicles may accompany a registered vehicle operated by a POA member. The escort provided by the POA member must be proximate and continuous during the period of use unless a guest pass has been issued.
  - Members may request registration tags for guests to operate their own off-road vehicles without escort by a POA member. Up to two tags per lot will be made available to POA members for a one-time cost of \$15 per vehicle. These tags may be transferred to an individual by a POA member throughout the year.
  - The use of guest passes is not permitted for 3-wheelers and dirt bikes. Guest passes will be issued on a limited basis and will not be made available by riding clubs or other similar groups.
- 9. Reporting Problems** Property owners are encouraged to report instances of unsafe or irresponsible riding to the POA. Where property or personal safety is threatened, members are encouraged to dial 911 and report the problem.
- 10. Verification of Registration** Off-road vehicles are subject to being stopped by security patrols, Directors, the Community Manager, or other property owners to ensure identification.
- 11. Liability and Penalties** Registrants are required to sign a waiver of responsibility that indemnifies the POA from any resulting injury. The POA reserves the right to revoke or suspend the privilege of any off-road vehicle that is operated in an unsafe manner, is excessively loud or is deemed to have caused damage to property. In such cases, both the vehicle and the driver may be prohibited from using the roads and/or common areas. In addition, fines of up to \$100 per infraction may be levied by the POA against the appropriate member as the result of a Disciplinary Hearing conducted under N.C.G.S. 47-F.

# North Carolina Vacation Rental Act

## Article 1. Vacation Rentals

42A-1. Title. This Chapter shall be known as the North Carolina Vacation Rental Act. (1999-420, s. 1.)

42A-2. Purpose and scope of act. The General Assembly finds that the growth of the tourism industry in North Carolina has led to a greatly expanded market of privately owned residences that are rented to tourists for vacation, leisure, and recreational purposes. Rental transactions conducted by the owners of these residences or licensed real estate brokers acting on their behalf present unique situations not normally found in the rental of primary residences for long terms, and therefore make it necessary for the General Assembly to enact laws regulating the competing interests of landlords, real estate brokers, and tenants. (1999- 420, s. 1.)

42A-3. Application; exemptions. (a) The provisions of this Chapter shall apply to any person, partnership, corporation, limited liability company, association, or other business entity who acts as a landlord or real estate broker engaged in the rental or management of residential property for vacation rental as defined in this Chapter. (b) The provisions of this Chapter shall not apply to: (1) Lodging provided by hotels, motels, tourist camps, and other places subject to regulation under Chapter 72 of the General Statutes. (2) Rentals to persons temporarily renting a dwelling unit when traveling away from their primary residence for business or employment purposes. (3) Rentals to persons having no other place of primary residence. (4) Rentals for which no more than nominal consideration is given. (1999-420, s. 1.)

42A-4. Definitions. The following definitions apply in this Chapter: (1) Real estate broker. - A real estate broker as defined in G.S. 93A-2(a). (2) Residential property. - An apartment, condominium, single-family home, townhouse, cottage, or other property that is devoted to residential use or occupancy by one or more persons for a definite or indefinite period. (3) Vacation rental. - The rental of residential property for vacation, leisure, or recreation purposes for fewer than 90 days by a person who has a place of permanent residence to which he or she intends to return. (4) Vacation rental agreement. - A written agreement between a landlord or his or her real estate broker and a tenant in which the tenant agrees to rent residential property belonging to the landlord for a vacation rental. (1999-420, s. 1.) Article 2. Vacation Rental Agreements.

42A-10. Written agreement required. (a) A landlord or real estate broker and tenant shall execute a vacation rental agreement for all vacation rentals subject to the provisions of this Chapter. No vacation rental agreement shall be valid and enforceable unless the tenant has accepted the agreement as evidenced by one of the following: (1) The tenant's signature on the agreement. (2) The tenant's payment of any monies to the landlord or real estate broker after the tenant's receipt of the agreement. (3) The tenant's taking possession of the property after the tenant's receipt of the agreement. (b) Any real estate broker who executes a vacation rental agreement that does not conform to the provisions of this Chapter or fails to execute a vacation rental agreement shall be guilty of an unfair trade practice in violation of G.S. 75-1.1, and shall be prohibited from commencing an expedited eviction proceeding as provided in Article 4 of this Chapter. (1999-420, s. 1.)

42A-11. Vacation rental agreements. (a) A vacation rental agreement executed under this Chapter shall contain the following notice on its face which shall be set forth in a clear and conspicuous manner that distinguishes it from other provisions of the agreement: "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." (b) The vacation rental agreement shall contain provisions separate from the requirements of subsection (a) of this section which shall describe the following as permitted or required by this Chapter: (1) The manner in which funds shall be received, deposited, and disbursed in advance of the tenant's occupancy of the property. (2) Any processing fees permitted under G.S. 42A-17(c). (3) The rights and obligations of the landlord and tenant under G.S. 42A-17(b). (4) The applicability of expedited eviction procedures. (5) The rights and obligations of the landlord or real estate broker and the tenant upon the transfer of the property. (6) The rights and obligations of the landlord or real estate broker and the tenant under G.S. 42A-36. (7) Any other obligations of the landlord and tenant. (1999-420, s. 1.) Article 3. Handling and Accounting of Funds.

42A-15. Trust account uses. A landlord or real estate broker may require a tenant to pay all or part of any required rent, security deposit, or other fees permitted by law in advance of the commencement of a tenancy under this Chapter if these payments are expressly authorized in the vacation rental agreement. If the tenant is required to make any advance payments, other than a security deposit, whether the payment is denominated as rent or otherwise, the landlord or real estate broker shall deposit these payments in a trust account in an insured bank or savings and loan association in North Carolina no later than three banking days after the receipt of these payments. These payments deposited in a trust account shall not earn interest unless the landlord and tenant agree in the vacation rental agreement that the payments may be deposited in an interest-bearing account. The landlord and tenant shall also provide in the agreement to whom the accrued interest shall be disbursed. (1999-420, s. 1.)

42A-16. Advance payments uses. (a) A landlord or real estate broker shall not disburse prior to the occupancy of the property by the tenant an amount greater than fifty percent (50%) of the total rent except as permitted pursuant to this subsection. A landlord or real estate broker may disburse prior to the occupancy of the property by the tenant any fees owed to third parties to pay for goods, services, or benefits procured by the landlord or real estate broker for the benefit of the tenant, including administrative fees permitted by G.S. 42A-17(c), if the disbursement is expressly authorized in the vacation rental agreement. The funds remaining after any disbursement permitted under this subsection shall remain in the trust account and may not be disbursed until the occurrence of one of the following: (1) The commencement of the tenancy, at which time the remaining funds may be disbursed in accordance with the terms of the agreement. (2) The tenant commits a material breach, at which time the landlord may retain an amount sufficient to defray the actual damages suffered by the landlord as a result of the breach. (3) The landlord or real estate broker refunds the money to the tenant. (4) The funds in the trust account are transferred in accordance with G.S. 42A-19(b) upon the termination of the landlord's interest in the property. (b) Funds collected for sales or occupancy taxes and tenant security deposits shall not be

disbursed from the trust account prior to termination of the tenancy or material breach of the agreement by the tenant, except as a refund to the tenant. (c) The tenant's execution of a vacation rental agreement in which he or she agrees to the advance disbursement of payments shall not constitute a waiver or loss of any of the tenant's rights to reimbursement of such payments if the tenant is lawfully entitled to reimbursement. (1999-420, s. 1.)

42A-17. Accounting; reimbursement. (a) A vacation rental agreement shall identify the name and address of the bank or savings and loan association in which the tenant's security deposit and other advance payments are held in a trust account, and the landlord and real estate broker shall provide the tenant with an accounting of such deposit and payments if the tenant makes a reasonable request for an accounting prior to the tenant's occupancy of the property. (b) Except as otherwise provided in this subsection, if, at the time the tenant is to begin occupancy of the property, the landlord or real estate broker cannot provide the property in a fit and habitable condition or substitute a reasonably comparable property in such condition, the landlord and real estate broker shall refund to the tenant all payments made by the tenant. (c) A vacation rental agreement may include administrative fees, the amounts of which shall be provided in the agreement, reasonably calculated to cover the costs of processing the tenant's reservation, transfer, or cancellation of a vacation rental. (1999-420, s. 1.) (a) Except as may otherwise be provided in this Chapter, all funds collected from a tenant and not identified in the vacation rental agreement as occupancy or sales taxes, fees, or rent payments shall be considered a tenant security deposit and shall be subject to the provisions of the Residential Tenant Security Deposit Act, as codified in Article 6 of Chapter 42 of the General Statutes. Funds collected as a tenant security deposit in connection with a vacation rental shall be deposited into a trust account as required by G.S. 42-50. The landlord or real estate broker shall not have the option of obtaining a bond in lieu of maintaining security deposit funds in a trust account. In addition to the permitted uses of tenant security deposit monies as provided in G.S. 42-51, a landlord or real estate broker may, after the termination of a tenancy under this Chapter, deduct from any tenant security deposit the amount of any long distance or per call telephone charges and cable television charges that are the obligation of the tenant under the vacation rental agreement and are left unpaid by the tenant at the conclusion of the tenancy. The landlord or real estate broker shall apply, account for, or refund tenant security deposit monies as provided in G.S. 42-51 within 45 days following the conclusion of the tenancy. (b) A vacation rental agreement shall not contain language compelling or permitting the automatic forfeiture of all or part of a tenant security deposit in case of breach of contract by the tenant, and no such forfeiture shall be allowed. The vacation rental agreement shall provide that a tenant security deposit may be applied to actual damages caused by the tenant as permitted under Article 6 of Chapter 42 of the General Statutes. (1999-420, s. 1.)

42A-19. Transfer of property subject to a vacation rental agreement. (a) The grantee of residential property voluntarily transferred by a landlord who has entered into a vacation rental agreement for the use of the property shall take his or her title subject to the vacation rental agreement if the vacation rental is to end not later than 180 days after the grantee's interest in the property is recorded in the office of the register of deeds. If the vacation rental is to end more than 180 days after the recording of the grantee's interest, the tenant shall have no right to enforce the terms of the agreement unless the grantee has agreed in writing to honor such terms, but the tenant shall be entitled to a refund of payments made by him or her, as provided in subsection (b) of this section. Prior to entering into any contract of sale, the landlord shall disclose to the grantee the

time periods that the property is subject to a vacation rental agreement. Not later than 10 days after entering into the contract of sale the landlord shall disclose to the grantee each tenant's name and address and shall provide the grantee with a copy of each vacation rental agreement. Not later than 10 days after transfer of the property, the grantee or the grantee's agent shall: (1) Notify each tenant in writing of the property transfer, the grantee's name and address, and the date the grantee's interest was recorded. (2) Advise each tenant whether he or she has the right to occupy the property subject to the terms of the vacation rental agreement and the provisions of this section. (3) Advise each tenant of whether he or she has the right to receive a refund of any payments made by him or her. (b) Except as otherwise provided in this subsection, upon termination of the landlord's interest in the residential property subject to a vacation rental agreement, whether by sale, assignment, death, appointment of receiver or otherwise, the landlord or the landlord's agent, or the real estate broker, shall, within 30 days, transfer all advance rent paid by the tenant, and the portion of any fees remaining after any lawful deductions made under G.S. 42A-16, to the landlord's successor in interest and thereafter notify the tenant by mail of such transfer and of the transferee's name and address. For vacation rentals that end more than 180 days after the recording of the interest of the landlord's successor in interest, unless the landlord's successor in interest has agreed in writing to honor the vacation rental agreement, the landlord or the landlord's agent, or the real estate broker, shall, within 30 days, transfer all advance rent paid by the tenant, and the portion of any fees remaining after any lawful deductions made under G.S. 42A-16, to the tenant. Compliance with this subsection shall relieve the landlord or real estate broker of further liability with respect to any payment of rent or fees. Funds held as a security deposit shall be disbursed in accordance with G.S. 42A-18. (c) Repealed by Session Laws 2000-140, s. 41. (d) The failure of a landlord to comply with the provisions of this section shall constitute an unfair trade practice in violation of G.S. 75-1.1. A landlord who complies with the requirements of this section shall have no further obligations to the tenant. (1999-420, s. 1; 2000-140, s. 41.) Article 4. Expedited Eviction Proceedings.

42A-23. Grounds for eviction. (a) Any tenant who leases residential property subject to a vacation rental agreement under this Chapter for 30 days or less may be evicted and removed from the property in an expedited eviction proceeding brought by the landlord, or real estate broker as agent for the landlord, as provided in this Article if the tenant does one of the following: (1) Holds over possession after his or her tenancy has expired. (2) Has committed a material breach of the terms of the vacation rental agreement that, according to the terms of the agreement, results in the termination of his or her tenancy. (3) Fails to pay rent as required by the agreement. (4) Has obtained possession of the property by fraud or misrepresentation. (b) Only the right to possession shall be relevant in an expedited eviction proceeding. All other issues related to the rental of the residential property shall be presented in a separate civil action. (1999-420, s. 1.)

42A-24. Expedited eviction. (a) Before commencing an expedited eviction proceeding, the landlord or real estate broker shall give the tenant at least four hours' notice, either orally or in writing, to quit the premises. If reasonable efforts to personally give oral or written notice have failed, written notice may be given by posting the notice on the front door of the property. (b) An expedited eviction proceeding shall commence with the filing of a complaint and issuance of summons in the county where the property is located. If the office of the clerk of superior court is closed, the complaint shall be filed with, and the summons issued by, a magistrate. The service of the summons and complaint for expedited eviction shall be made by a sworn law enforcement officer on

the tenant personally or by posting a copy of the summons and complaint on the front door of the property. The officer, upon service, shall promptly file a return therefor. A hearing on the expedited eviction shall be held before a magistrate in the county where the property is located not sooner than 12 hours after service upon the tenant and no later than 48 hours after such service. To the extent that the provisions of this Article are in conflict with the Rules of Civil Procedure, Chapter 1A of the General Statutes, with respect to the commencement of an action or service of process, this Article controls. (c) The complaint for expedited eviction shall allege and the landlord or real estate broker shall prove the following at the hearing: (1) The vacation rental is for a term of 30 days or less. (2) The tenant entered into and accepted a vacation rental agreement that conforms to the provisions of this Chapter. (3) The tenant committed one or more of the acts listed in G.S. 42A-23(a) as grounds for eviction. (4) The landlord or real estate broker has given notice to the tenant to vacate as a result of the breach as provided in subsection (a) of this section. The rules of evidence shall not apply in an expedited eviction proceeding, and the court shall allow any reasonably reliable and material statements, documents, or other exhibits to be admitted as evidence. The provisions of G.S. 7A-218, 7A-219, and 7A-220, except any provisions regarding amount in controversy, shall apply to an expedited eviction proceeding held before the magistrate. These provisions shall not be construed to broaden the scope of an expedited eviction proceeding to issues other than the right to possession. (d) If the court finds for the landlord or real estate broker, the court shall immediately enter a written order granting the landlord or real estate broker possession and stating the time when the tenant shall vacate the property. In no case shall this time be less than 2 hours or more than 8 hours after service of the order on the tenant. The court's order shall be served on the tenant at the hearing. If the tenant does not appear at the hearing or leaves before the order is served, the order shall be served by delivering the order to the tenant or by posting the order on the front door of the property by any sworn law enforcement officer. The officer, upon service, shall file a return therefor. If the court finds for the landlord or real estate broker, the court shall determine the amount of the appeal bond that the tenant shall be required to post should the tenant seek to appeal the court order. The amount of the bond shall be an estimate of the rent that will become due while the tenant is prosecuting the appeal and reasonable damages that the landlord may suffer, including damage to property and damages arising from the inability of the landlord or real estate broker to honor other vacation rental agreements due to the tenant's possession of the property. (1999-420, s. 1.)

42A-25. Appeal. A tenant or landlord may appeal a court order issued pursuant to G.S. 42A-24(d) to district court for a trial de novo. A tenant may petition the district court to stay the eviction order and shall post a cash or secured bond with the court in the amount determined by the court pursuant to G.S. 42A- 24(d). (1999-420, s. 1.)

42A-26. Violation of court order. If a tenant fails to remove personal property from a residential property subject to a vacation rental after the court has entered an order of eviction, the landlord or real estate broker shall have the same rights as provided in G.S. 42- 36.2(b) as if the sheriff had not removed the tenant's property. The failure of a tenant or the guest of a tenant to vacate a residential property in accordance with a court order issued pursuant to G.S. 42A-24(d) shall constitute a criminal trespass under G.S. 14-159.13. (1999-420, s. 1.)

42A-27. Penalties for abuse. A landlord or real estate broker shall undertake to evict a tenant pursuant to an expedited eviction proceeding only when he or she has a good faith belief that grounds for eviction exists under the provisions of this Chapter.

Otherwise, the landlord or real estate broker shall be guilty of an unfair trade practice under G.S. 75-1.1 and a Class 1 misdemeanor. (1999-420, s. 1.) Article 5. Landlord and Tenant Duties.

42A-31. Landlord to provide fit premises. A landlord of a residential property used for a vacation rental shall: (1) Comply with all current applicable building and housing codes. (2) Make all repairs and do whatever is reasonably necessary to put and keep the property in a fit and habitable condition. (3) Keep all common areas of the property in safe condition. (4) Maintain in good and safe working order and reasonably and promptly repair all electrical, plumbing, sanitary, heating, ventilating, and other facilities and major appliances supplied by him or her upon written notification from the tenant that repairs are needed. (5) Provide operable smoke detectors. The landlord shall replace or repair the smoke detectors if the landlord is notified by the tenant in writing that replacement or repair is needed. The landlord shall annually place new batteries in a battery-operated smoke detector, and the tenant shall replace the batteries as needed during the tenancy. Failure of the tenant to replace the batteries as needed shall not be considered negligence on the part of the tenant or landlord. These duties shall not be waived; however, the landlord and tenant may make additional covenants not inconsistent herewith in the vacation rental agreement. (1999-420, s. 1.)

42A-32. Tenant to maintain dwelling unit. The tenant of a residential property used for a vacation rental shall: (1) Keep that part of the property which he or she occupies and uses as clean and safe as the conditions of the property permit and cause no unsafe or unsanitary conditions in the common areas and remainder of the property that he or she uses. (2) Dispose of all ashes, rubbish, garbage, and other waste in a clean and safe manner. (3) Keep all plumbing fixtures in the property or used by the tenant as clean as their condition permits. (4) Not deliberately or negligently destroy, deface, damage, or remove any part of the property or render inoperable the smoke detector provided by the landlord or knowingly permit any person to do so. (5) Comply with all obligations imposed upon the tenant by current applicable building and housing codes. (6) 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 agent, defective products supplied or repairs authorized by the landlord, acts of third parties not invitees of the tenant, or natural forces. (7) Notify the landlord of the need for replacement of or repairs to a smoke detector. The landlord shall annually place new batteries in a battery-operated smoke detector, and the tenant shall replace the batteries as needed during the tenancy. Failure of the tenant to replace the batteries as needed shall not be considered negligence on the part of the tenant or the landlord. These duties shall not be waived; however, the landlord and tenant may make additional covenants not inconsistent herewith in the vacation rental agreement. (1999-420, s. 1.) Article 6 General Provisions.

42A-36. Mandatory evacuations. If State or local authorities, acting pursuant to Article 36A of Chapter 14 or Article 1 of Chapter 166A of the General Statutes, order a mandatory evacuation of an area that includes the residential property subject to a vacation rental, the tenant in possession of the property shall comply with the evacuation order. Upon compliance, the tenant shall be entitled to a refund from the landlord of the prorated rent for each night that the tenant is unable to occupy the property because of the mandatory evacuation order. The tenant shall not be entitled to a refund if: (i) prior to the tenant taking possession of the property, the tenant refused insurance offered by the landlord or real estate broker that would have compensated

him or her for losses or damages resulting from loss of use of the property due to a mandatory evacuation order; or (ii) the tenant purchased insurance offered by the landlord or real estate broker. The insurance offered shall be provided by an insurance company duly authorized by the North Carolina Department of Insurance, and the cost of the insurance shall not exceed eight percent (8%) of the total rent charged for the vacation rental to the tenant. (1999-420, s. 1.)