

# Newman's Nook on Lake James

## Rental Policies and Terms

We sincerely wish you an enjoyable vacation and we want you to be our guest many times in the future. So, in order to avoid any misunderstandings, the conditions of the rental must be very clear, which is why the following is written like it is. That way, there will not be any hard feelings if something comes up.

### POOL

Please observe all RULES as well as use common sense while at the community pool next door and follow their posted rules.

CHECK-IN TIME IS AFTER 4 P.M. AND CHECK-OUT IS 11 AM. Sorry, NO Early Check-ins or Late Check-outs unless previously arranged for a \$50 fee. The unit must be cleaned for newly arriving guests.

This is a NON-SMOKING house. Do not smoke inside or on the screen porch. If you must smoke, step away from the exterior and be conscious of fire danger, and dispose properly of any waste (do not leave butts on the ground). If you smoke or allow anyone to smoke in the prohibited areas, you will be fined \$500. We are very serious about this.

PETS ARE NOT PERMITTED in the rental house. Violation of the pet policy will result in the forfeiture of the security deposit.

### SERVICE DOGS

Service dogs are not considered pets, legally. To comply with the ADA law, we will allow service dogs. However, we will require satisfactory proof, such as a training certificate, before taking the reservation.

### GROUNDS

- No food or fats or harsh chemicals down the drain (to protect the septic system).
- Park on the gravel driveway only - not on the lawn or natural areas.
- Observe water safety in lake and pool - no lifeguards are on duty.
- Respect the natural landscape and help us do our part to keep it beautiful. Please don't destroy vegetation or move lakeshore stones - they help keep the shoreline from eroding.

Newman's Nook on Lake James is NOT WHEELCHAIR ACCESSIBLE. There are stairs to the front, side, and back doors. If these physical restrictions make it impractical for you, then please cancel immediately otherwise you have accepted the access limitations of the house AS IS.

### ALL RENTALS ARE TO FAMILIES AND RESPONSIBLE ADULTS ONLY.

You must be at least 30 years old. No high school groups, college or civic groups, chaperoned or not, are permitted. Guest acknowledges that he/she will personally occupy the property for the entire lease period and will not sublet any portion of the property. Occupancy is restricted to the maximum occupancy as set forth in this lease. Guest agrees that the premises shall not be used for any illegal, unlawful, or

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commercial purpose. Moreover, use of illegal drugs, possession of firearms, or possession/storage of any hazardous substance are strictly prohibited with zero tolerance. Please use the premises and common areas in such a fashion that does not disturb or offend other guests or residents. We wish you to have an enjoyable vacation, but you must respect the rights of others. Violation of any of these terms and conditions shall result in termination and eviction.

### SECURITY DEPOSIT

When booking via a booking platform like Airbnb or VRBO, the payment is handled by that service. Otherwise, the following is in effect:

A \$200 security deposit is required. We accept cash, check, or PayPal. When making the reservation for the vacation rental, you're responsible for paying the security deposit. After you check out, if there is damage, we will contact you. Your security deposit minus any damage or loss amounts will be credited to your credit card account, or a check mailed to you, within 10 days of the check-out date or the date at which we obtain a repair or loss estimate, whichever is later. An itemized statement outlining all associated costs will be sent via regular mail to the mailing address submitted by the Guest(s) / Cardholder(s) at such time as the reservation was booked. You further agree that violation of the non-smoking and/or pet policy will result in 100% forfeiture of the security deposit. We reserve the right to all other legal remedies for loss or damages exceeding the security deposit amount. If you cancel your reservation after we have collected your security deposit, we will refund your security deposit within 10 days of cancellation. For bookings made through listing sites, separate coverage is purchased by you.

### PAYMENT

When booking via a booking platform like Airbnb or VRBO, payment is handled by that platform. Otherwise, the following is in effect:

An advance payment equal to 50% (plus the \$200 security deposit) is required immediately to reserve your dates. This is a reservation deposit – YOUR RESERVATION IS NOT CONFIRMED UNTIL RESERVATION DEPOSIT IS RECEIVED. The balance is due 30 days before the check-in date. Please make payments in the form of check or credit card via PayPal (note there is a 3% charge for using a credit card). This advance payment is not a security deposit. If you reserve Newman's Nook on Lake James less than 30 days in advance of arrival, then 100% of rent, security deposit, cleaning fee and taxes are due immediately. For bookings made through a listing site, payment is due by the terms set up with the listing site.

# Newman's Nook on Lake James

## Rental Policies and Terms

### CANCELLATIONS

When booking via a booking platform like Airbnb or VRBO, the cancellation policy is set by that platform. Otherwise, the following is in effect:

- 100% refund if canceled at least 30 days before arrival date.
- 50% refund if canceled at least 14 days before arrival date.
- 0% refund if canceled less than 14 days before arrival date (this includes shortened stays after check-in)

### MONTHLY RESERVATION CANCELLATIONS

Monthly guests must cancel 30 days prior to check-in. Cancellation rules apply, as above.

### STREAMING ENTERTAINMENT

The house is equipped with satellite internet. The TVs give you access to many apps such as Netflix, Hulu, and Prime. Guests must log in to their accounts to stream from the applications that require log in. If you do not have accounts with these applications, then choose free apps to stream from.

### MAXIMUM OCCUPANCY

Please use common sense. The house is designed to sleep 10 people in beds. Too many people may create unsafe conditions and/or the potential for damage to the house and/or grounds. Please, no wild parties.

### MAID SERVICE

While Newman's Nook on Lake James will be provided clean upon arrival and ready for occupancy (and linens and bath towels are included), daily maid service is not included in the rental rate. However, additional, pre-arranged maid service is available for an additional fee. We suggest you bring beach towels. We do not permit towels or linens to be taken from the house for use outside.

### RATE CHANGES

Prior to confirmation, rates and fees are subject to change without notice. After confirmation, confirmed rates are in force regardless of whether rates increase or decrease. For example, Lessor may temporarily reduce rates as a special offer in order to fill unreserved nights. The decreased rates will not apply to prior rental commitments.

### FALSIFIED RESERVATIONS

Any reservation obtained under false pretenses will be subject to forfeiture of all payments and the party will not be permitted to check-in. Lessee grants Lessor, their agents observe the right to verify Lessee's age and to inspect the premises without notice.

### WRITTEN EXCEPTIONS

Any exceptions to the above-mentioned policies must be approved in writing in advance. Emails delivered to Lessor shall be deemed to constitute written notice.

# Newman's Nook on Lake James

## Rental Policies and Terms

### PARKING

Parking is free of charge. However, it is the guests' responsibility to ensure all guests park on the gravel drive and NOT in the yard. If additional parking is needed, guests can use the parking lot located directly next door. Damage incurred from parking in the yard will result in security deposit forfeiture.

### INDEMNITY

The Guest agrees to release and indemnify the Owner from and against all liability, should anyone be injured upon the premises during the term of the lease, resulting from any cause whatsoever, except in the case of personal injury caused by the gross negligent act of the Lessor.

### LOST, STOLEN OR ABANDONED ARTICLES.

Neither Agent nor Lessor shall have any responsibility for lost, stolen or abandoned items. There will be a \$25.00 handling fee plus shipping fees for any returned items. Lessor may deduct these fees from deposits or charge separately, depending on the status of payment.

LOCKED AREAS for which Guest is not provided a key or combination, such as owner's personal storage areas, are exempt from this lease agreement and are off limits to the Guest. Forced entry into these areas is cause for immediate termination and Guest will be charged or billed for damage and/or missing items.

### ACTS OF GOD AND UNPLEASANT THINGS BEYOND OUR CONTROL

We sincerely want you to have a good time. However, we cannot guarantee it. No refunds or reimbursement will be given for things beyond our control. We have no control over such things as the weather, electrical outages, mechanical failures, development facility closures, the behavior of other nearby people, animals, and any other unpleasant occurrences that may cause you a loss of enjoyment.

### ACCEPTANCE OF THESE POLICIES AND TERMS

Payment of money and taking possession of the property for specified term after review of our policies and terms, is evidence of your acknowledgement and acceptance of agreement and your intent to use this property for a vacation rental under the NC Vacation Rental Act.

Now that we are on the same page with the rental expectations, please go and enjoy your vacation!