

The Asheville Lodge™, L.L.C. – Corporate Office  
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## Policies and Regulations

*Here at the Asheville Lodge, we do everything we can to make your stay safe, enjoyable, and carefree. We know your vacation is precious, and if there's anything that's not as it should be, we'll do our best to make it right. We continually improve both our property and our customer service, and warmly welcome your comments and suggestions. This is a smoke-free facility.*

This vacation rental agreement and contract shall be governed by the laws of the State of North Carolina. This is a vacation rental agreement under the North Carolina Vacation Rental Act (1999-420, s. 1.). The rights and obligations of the parties to this agreement are defined by law and include unique provisions permitting the disbursements of rent prior to tenancy and expedited eviction of tenants. Your receipt of this agreement, payment of money, and/or presence on our property is evidence of your acceptance of the agreement and your intent to use this property for a vacation rental in accordance with the law and the terms and conditions set forth herein. We may revise, amend, or change the terms of this agreement from time to time at our sole discretion.

Facilities: The Asheville Lodge has four bedrooms and can accommodate up to nine guests – (3 bedrooms with Queen-size beds and 1 bedroom with three twin beds). Each bedroom has a dresser and a spacious closet. The main floor has a Jacuzzi bathtub and three-headed shower. The second floor has a standard bathtub with built-in shower. There are three (3) commodes – one on each floor – and five (5) washstands/vanities (not counting the kitchen and laundry sinks). The main floor has a wraparound deck, a large living room with propane fireplace, a fully-equipped kitchen with electric range, built-in microwave, dishwasher, side-by-side refrigerator and freezer with built-in ice-maker and filtered water through the door, double sink with garbage disposal, etc. A game room with foosball is on the lower level and a regulation basketball hoop is next to the garage. We provide board games, wide-screen and standard TVs, DVD, VHS, and CD players and a library of films, books and music for your enjoyment. Rental includes full use of the house and grounds (except as noted below) and includes high-speed wireless Internet access, satellite TV with about 100 channels, bed linens, pillows, blankets and comforters, bath and kitchen towels, cookware, dishes, glasses and flatware, paper napkins, paper towels, toilet paper, heavy-duty plastic trash bags etc. Guests are welcome to use the entire house, with the exception of the garage and certain locked storage areas. Please do not attempt to jimmy any locks. Evidence of tampering with locked doors will result in a fee charged to your deposit.

Rates: The price of your vacation at the Asheville Vacation Mountain Lodge is all-inclusive, except for North Carolina Sales tax (currently 6.75%, subject to change by the Legislature, and passed on directly to the State and County). Rental rates are determined by season: high, medium, or low (please see our on-line reservations calendar for current rates and the exact dates governing each season). There is no minimum rental period, except for certain high-demand holidays and/or events. Rentals longer than one week may qualify for a discount. We'll make every effort to accommodate your exact needs – please call or email us for details. We reserve the right to change the rental rates at any time, without prior notice. In the event of a rate increase, all confirmed rentals for which a deposit has been paid will be honored at the original rate.

Deposit: A deposit in the amount of \$500.00 (five hundred U.S. dollars) will be assessed in addition to rent. This deposit will be returned to the renter within 5 (five) business days of guests' departure, providing that the key fob has been returned, nothing is missing from the house, there is no damage to the property, and no special cleaning or repairs are needed. Careful inventory is made before and after each rental period. Guests will be charged for breakage, damage, missing items, stains on carpets or furniture, persistent odors, or if unusual or heavy cleaning is needed.

Rules of the House: The Asheville Vacation Mountain Lodge™ is an elegant and lovingly cared-for private estate and it is expected that all visitors will treat it as such. Its use is intended exclusively for the quiet enjoyment of law-abiding, sober, credit-worthy guests who conduct themselves in a considerate and responsible manner. The principal renter(s) must provide legally-valid identification (photo driver's license, government or military ID, passport, etc.), must be at least 21 years of age, and must agree to never leave underage persons on the premises without adult supervision. The names, addresses, and phone numbers of all prospective guests (including children) must be provided to us at the time the reservation is made. Guests may invite a reasonable number of friends to visit them during the rental period, but no one other than registered guests may stay overnight without prior written permission. The Asheville Lodge is located on its own cul-de-sac for complete privacy. Our nearest neighbors are about 750 feet down the hill. Guests are expected to avoid trespassing on the neighbors' property (which is clearly marked) or to engage in loud or boisterous behavior that might disturb the neighbors or anyone else. Please note that the pond adjacent to ours belongs to our neighbor and is off-limits to guests.

Cleaning and maintenance: The house is thoroughly cleaned, and all bedding and towels laundered, before each guest's arrival. Guests are expected to maintain the house in reasonable order at all times, to do nothing that would cause unusual wear and tear, and to notify us at once of any breakage or damage. The fee for the routine cleaning that we do prior to each guest's visit is currently (as of Jan. 2008) \$185.00; however that fee is waived for guests staying three (3) nights or longer. If "heavy" or extra cleaning is required for any reason (such as spills, stains, scratches, smoke, accidents, abuse, etc.) a separate fee will be charged to guests. There is a dishwasher for guests' use; please use only the dishwasher detergent provided below the kitchen sinks.

Garbage and Trash: Please bag all garbage and trash securely (double bag if necessary; plastic trash bags are provided) and place all bags in the two garbage cans on the deck, with the lids securely closed. This is extremely important. Never leave garbage bags out on the deck, as the smell will quickly attract insects, vermin, and wild animals. If you produce more trash than the two trash cans on our deck can hold, please deposit all excess garbage bags in our large brown GDS container (marked #65), which is at the foot of the hill outside our property, alongside other GDS containers belonging to our neighbors. We will assess a fee for unprotected trash bags left outside, strewn-about garbage, or if we must perform extra cleaning and sanitation.

Arrival and Departure: About a week prior to your expected arrival date (after your reservation and deposit have been accepted and processed), you will be emailed detailed driving directions to the Asheville Vacation Mountain Lodge. In most cases, our concierge will meet you on one of the major roads and lead you to the property. He or she will give you a special key fob that will activate and deactivate the security system (good for the duration of your stay), show you around the house, and answer your questions. If you haven't already gotten it, you'll also get a dedicated phone number so that you can call if any emergencies arise. The names and phone numbers (preferably cell phone numbers) of all guests should be given to us at the time the reservation is booked. Please be careful not to lose the key fob; replacements cost \$125.00, the cost of which will be deducted from your deposit. Unless other arrangements have been previously agreed-to, check-in is after 3:00 PM on day of arrival. Check-out is 11:00AM on day of departure. Our cleaning personnel depend on your timely departure so they can take care of preparing the house for the next scheduled guests. When you leave, please remember to take all your personal effects.

Propane Grill: We provide a propane grill on the deck for the enjoyment of our guests. Please use it with great care; fire extinguishers are nearby in case of emergency. When in use, the grill must never be left unattended or used in an improper manner. If the attached propane tank is empty, please replace it with a new one from the nearby Ingles Supermarket; we will reimburse you for the cost. Guests are responsible for cleaning the grill after each use, and re-covering it with the black cover provided after it has cooled. Please leave the grill clean and ready to use for the next guest (*cleaning the outdoor grill is not included in our regular cleaning service*).

Gas Fireplace: We have a propane gas fireplace in the living room, for use on chilly evenings (the switch is on the right side of the mantle; a blower switch is on the adjacent wall). Please be sure that the protective mesh screen is kept closed at all times, that it is used only for its intended purpose (no roasting marshmallows!), that children are carefully supervised whenever the fireplace is in use, and that it is not kept running for more than two hours a day. Please be sure to check that the fireplace is turned off when not in use. Notify us immediately if you smell gas.

Smoking, Alcohol, Drugs, and Firearms: *The Asheville Vacation Mountain Lodge is a non-smoking and smoke-free facility.* Smoking, or carrying a lit cigarette, cigar, or pipe anywhere inside the house is strictly prohibited. You may smoke outside, providing that you do not stub out your cigarettes on the wood of the deck or throw butts on the ground (please use an ashtray and make sure your cigarette is fully extinguished – we’re surrounded by forests). If our cleaning crews notice tobacco odor in the house after you leave, they will do a “heavy cleaning,” the cost of which will be deducted from your deposit. Adult renters are responsible to see that no person under the age of 21 consumes any alcohol on the premises. Any person who uses or brings onto the premises any kind of illegal drug or controlled substance will be reported to the authorities, expelled immediately, and will forfeit both rental payment and deposit. Firearms or other weapons are not permitted anywhere on the property, nor is hunting or trapping by any means.

Availability: We reserve the right to visit the property at any time, with or without prior notice to guest. The Asheville Lodge is intended primarily for families and groups of friends. We also occasionally make it available as a “retreat” location for companies, non-profit organizations, civic or religious groups, etc. on a case-by-case basis. We warmly welcome guests of all races, colors, creeds, religions, and national origins. In order to ensure the well-being of all and to protect our property, we may, at our sole discretion, refuse to rent to anyone for any reason, provided that such refusal does not violate any law. If you wish to use the Asheville Vacation Mountain Lodge for a special event such as a wedding, anniversary, or party, you must obtain our permission in advance. Special rules and rates apply. Please contact us for further details.

Trust Account: Any advance payments made by Tenant shall be deposited in a trust account of the Asheville Lodge, L.L.C. with Wachovia Bank, N.A. located at Wachovia Main Financial Center, One Haywood Street, Asheville, NC 28801 USA. All advance rental payments, rent balances and reserve funds paid by tenant may be placed in an interest-bearing trust account of the Asheville Lodge, L.L.C., with all interest accrued payable to the Asheville Lodge, L.L.C.

Security: The house and property are protected against break-in and fire by a comprehensive security system that is monitored 24/7. If the system goes off, the security company will immediately call us. If we don’t cancel the alarm within a minute or two, police and firefighters will be called. *Therefore, please make every effort to not set off the alarm by accident. If it does go off inadvertently, you must phone the numbers posted by the security keypad at once.* Please re-arm the system (using the key fob provided) each time you leave the house, and make sure that all doors and windows are shut and locked before you leave the house for any reason; otherwise the security system will sense an abnormality and trigger itself. There are two (2) hand-held fire extinguishers in the kitchen and a third (3<sup>rd</sup>) on the second floor. Please familiarize yourself with them so that you’ll be prepared in the event of a fire. The Asheville Lodge is equipped with “dual system” smoke and carbon monoxide detectors. One system is hard-wired to the off-premises security company and will automatically notify the fire department in the event of a fire. The other will sound a loud alarm inside the house. If a smoke detector alarm goes off and there is no fire (for example, smoke from the oven or stove), please deactivate it by opening a window or door and waving a newspaper or magazine vigorously next to the smoke detector to circulate air.

Phone: The Asheville Lodge has a dedicated land-line phone. If the phone rings; please pick it up – we may be trying to reach you. Local calls (Asheville, Leicester, Weaverville, Black Mountain and Hendersonville) are free as are, of course, all emergency calls. All other out-going calls are blocked. For long distance, international, or directory information, please use a pre-paid calling card or use your cell (cell phone reception is excellent). Local phone books are provided.

Heating-Ventilation-Air-Conditioning: The house is heated and cooled by two heat pump systems, each controlled separately by its own thermostat (one on the main floor, another upstairs). This system works most effectively when the thermostats are left at 68 degrees Fahrenheit in winter and 72 degrees Fahrenheit in summer. Please do not alter that setting.

Wildlife and Insects: Occasionally, you may see wild turkeys, geese, ducks, grouse, foxes, and other wildlife. Bears have been sighted in the vicinity, although rarely. Both as a safety precaution and to protect wildlife, if you see animals on the property do not approach, bother, or disturb them. We have never seen, or been bitten by, any mosquitoes. We sometimes get a few spiders, yellow jackets and wasps in late summer and fall. Watch out for them, and please report any bees' nests you see to us. Do not attempt to knock down or destroy an insect nest on your own.

Pets: Guests may bring a single housetrained pet (i.e. one dog or one cat) with them, provided that we are so notified at the time you make your reservation. No animals except a single cat or a single dog may be brought onto the property. A separate deposit of \$200 (two hundred U.S. dollars) will be assessed for your pet, plus a non-refundable surcharge of \$15/day. If you bring a dog, please be sure that it is kept on leash whenever it's outside the house and that it does its business well away from the house, lawn, wellhead, and flowerbeds. For its own protection, your cat should be kept indoors. Guests with a cat are responsible for bringing their own litter box and for keeping it clean. As we are on a septic tank system, please do not flush cat waste or litter down the toilets. Put it in a plastic bag, wrap it tightly, and leave it with the garbage. Any damage to the house and/or its furnishings caused by a pet, including scratched or torn furniture, claw or bite marks, spraying, urine/waste stains or odors, etc. will be charged against your deposit.

Cancellations, Acts of God, Incidental Expenses: Reservations cancelled more than three months before arrival date will be entitled to a full refund. Cancellations from 60-89 days before arrival date will be entitled to a full refund less 15% administration fee. Cancellations from 30-59 days before arrival date will be entitled to a 50% refund of the rental fee, unless we can book another rental at the same price for that period, in which case a full refund less 15% administration fee will be given. Cancellations less than 30 days before arrival date for any reason will forfeit the rental fee and only be entitled to a refund (less 15% administration fee) if we can book another rental at the same price for that period. "No shows" will forfeit the full amount of their rental. If we are unable to provide lodging for any reason whatsoever (even including confirmed rental dates), renter's sole remedy shall be the prompt refund of all monies paid to us. Under no circumstances will we be responsible for incidental or consequential expenses or damages of any kind (such as travel expenses, airline or other cancellation fees, vehicle rental, towing or repairs, alternate accommodations, etc.), and any such claims for damages are expressly and specifically excluded from this agreement. We will not issue any refunds or honor any cancellations because of weather or other Acts of God. Access to the Asheville Lodge is via a narrow gravel road up a fairly steep hill in a rural, country-like setting. No one has ever yet had any trouble traversing our access road, but there is a very remote possibility that under some conditions it might be difficult to navigate. We get around 15 inches of snowfall per year here (Dec.-March); snow is usually light, rarely sticks long on the ground, and almost never accumulates above 2". Nonetheless (if only rarely), occasional, severe storms could potentially hinder travel and/or access. We suggest that you may want to consider trip insurance to cover this and other potential contingencies.

Eviction: If the tenancy created herein is for 30 days or less, the expedited eviction procedures set forth in Article 4 of the North Carolina Vacation Rental Act will apply, which provisions are incorporated

herein by reference. Upon compliance, Tenant may be evicted under such procedures if Tenant: (1) holds over in possession after Tenant's tenancy has expired, (2) commits a material breach of any provision of this Agreement (including any addendum hereto) that according to its terms would result in the termination of Tenant's tenancy (3) fails to pay rent as required by this Agreement, or (4) has obtained possession of Premises by fraud or misrepresentation. If the tenancy created hereunder is for more than 30 days, the summary judgment procedures set forth in Article 3 of Chapter 42 of the North Carolina General Statutes will apply.

Special Needs: If you, or if anyone in your party, has a debilitating condition or is physically challenged in any way, please tell us in advance, and carefully consider any potential complications or difficulties that might arise from living in our relatively isolated and rustic environment. As a private home, The Asheville Lodge does not meet all the norms and standards of the Americans with Disabilities Act and/or other legislation regarding people with limited mobility.

Repairs, Refunds, and Liability: We affirm that the Asheville Lodge is a "fit premise," as defined by Section 42A-31 of the North Carolina Vacation Rental Act. The house is modern, well-designed and very solidly-built, and it conforms to all national, state and local building codes as of September 2004. You can drive right up to the house, but guests are urged to use caution at all times, especially in wet or icy weather, as the driveway, deck, landscaping and outside steps may be slippery and/or slick. Please hold on to the railings and banisters when climbing stairs.

We strive to maintain the house and all its subsystems in top-notch working order. If anything doesn't work as it should, we'll make a good-faith effort to get it fixed promptly. However, we cannot guarantee that everything will work perfectly at all times, and guests will not be entitled to a refund due to the non-functioning of any system, appliance, etc. Because of the mountainous terrain and rapidly-changing weather in western North Carolina, brief power and/or phone outages sometimes occur. In most cases, power and/or phone service is restored within minutes. Flashlights, nightlights, and candles are located throughout the house. A list of phone numbers and instructions for use in emergencies is provided to all guests.

By making a reservation, paying the deposit and/or rental fee and/or occupying the premises, you agree to assume full and complete responsibility for your health, safety, and well-being (and that of everyone in your party) while staying at the Asheville Vacation Mountain Lodge. Since you and your party will be unmonitored and alone on our property during your visit, you further agree to hold us harmless from all damages of any kind and acknowledge that neither the Asheville Lodge, L.L.C. nor any of its employees, agents or subcontractors can or will be held liable for any accidents or injuries of any nature whatsoever that may occur to you, your family, friends, or guests, while on site unless caused by deliberate, gross negligence on our part, or by our failure to substantially comply with the North Carolina Vacation Rental Act. In the event of legal dispute, we reserve the right to charge renter for reasonable attorney's fees, court, and collection costs.

*We provide feedback forms for all our guests.  
Please tell us about your visit and share your ideas and suggestions.  
We also welcome comments emailed to: [info@ashevilleglodge.com](mailto:info@ashevilleglodge.com)  
or phoned to our toll-free number: (866) 408-8133.*

*Thank you for your business. We hope you'll come back often!*