

Walnut Tree Log Cabin Rentals  
463 Banner Creek Rd, Banner Elk N.C. 28604  
www.walnuttreelogcabin.com  
Phone: (828)260-0950 cell  
Email: walnuttree@charter.net

Thank you for choosing our cabin for your vacation. We hope that you have a pleasant stay. Enclosed is our rental contract and rules. Thanks so much and if you have any questions, feel free to contact me.

Thanks Again, Sara Rigdon

Cancellations must be made 14 days prior to stay. Should you fail to utilize this confirmed reservation, Walnut Tree Log Cabin retains all funds received, other than security deposit, as liquidated damages unless the confirmed unit is re-rented at the same rate for the same time period. If the latter occurs, we retain only a \$50.00 administrative fee. We hope that you understand our business position. The remaining amount of the rent, tax, and deposit is due 7 days prior to arrival. We ask that if you are going to pay by check please send it 2 weeks before arrival. The cabin will not be allowed to be occupied if prior payment not received. Cash payment is always welcome and arrangements can be made to meet at the cabin upon your arrival to collect. (Payment policies do not apply to Airbnb guests) The Cabin will be ready for occupancy at 3:00 PM on the beginning date of the lease and must be vacated by 11:00 AM on the ending date of the lease. (\$50 late charge). Please do not keep housekeeping waiting.

The \$200 damage deposit is fully refundable within fourteen days of termination of occupancy provided that real and personal property are in the same condition as when occupancy commenced and all terms of this agreement are met. Tenants are liable for all replacements and repairs needed to attain the same condition as when occupancy commenced other than normal cleaning and laundry of linens. Tenants are aware that no smoking or loud parties are allowed. There is a maximum occupancy for each cabin. An automatic forfeiture of the security deposit will be enforced if any of the following: Dishonest about age, number of people, pets brought without notice, evidence of smoking in cabin.  
RESTRICTIONS: No Smoking, Primary Applicant/Lessee must be over 21 yrs old

**ACCOMMODATIONS:** All cabins are equipped with the following: Full Kitchen with basic cookware and dinnerware, T.Vs, Gas Log Fire Place, W/D, Microwave, Coffee Maker, Iron, hair dryer, Linens, Towels provided (at least one per person)with \$30-\$60 fee. Starter kit of paper products, soap and detergent provided.

**MAXIMUM NUMBER OF OCCUPANTS:** Mountain Memories is to be occupied by no more than Six(6) persons. Little Bear Cabin is to be occupied by no more than 2 persons, Country Bumpkin Cabin is to be occupied by no more than 4 persons. Little Elk cabin is to be occupied by no more than 2 persons, Mountaineer cabin is to occupied by no more than 3 persons, Creekside Blessings cabin is to be occupied by no more than 4 persons. No persons more than the maximum allowed without the prior approval of the owner.

LESSEE assures the LESSOR that the tenants will observe all conditions and terms of this lease as to maintaining the premises in good order and appearance and will conduct themselves in a manner in offensive to neighbors.

LESSEE assures the LESSOR that any tenant who violates any of the terms of this Lease shall be immediately denied occupancy and shall remedy any damages or other expenses which are caused by the tenant and/or the tenant's guest(s). LESSEE agrees that any tenant who is found using drugs or allows others to use drugs on the premises will be immediately denied continued occupancy at this premises

LESSEE and/or their guests shall not disturb, annoy, endanger, or inconvenience neighbors, nor use the premises for any immoral or unlawful purposes, nor violate any law or ordinance, nor commit waste or nuisance on or about the premises. LESSEE agrees that during the term of this lease and such further time as he/she occupies the premises, he/she will keep the leased premises clean and free of trash, garbage, and other waste; and all pipes, wires, glass, plumbing and other equipment and fixtures in the same condition as at the beginning of, or may put in during the term of the lease, reasonable wear and tear and damage by unavoidable fire and casualty only exception.

LESSEE agrees to indemnify and save LESSOR harmless from all liability, loss or damage arising from any nuisance or harm made or suffered on the leased premises by the LESSEE, tenants, or guests or from any carelessness, neglect, or improper conduct of any persons entering, occupying or visiting the leased premises.

In an emergency, LESSOR or his agent may enter the premises at any time without securing prior permission from LESSEE. Lessee is solely responsible for any injuries that may occur on said property.

- General Rental Info: Do not move the furniture around in the cabins, it could cause damage. If furniture is moved and housekeeping has to place it in it's original location a \$15 fee will be charged. Upon arrival
- please notify us within 1 hour or by 10 AM the next morning if there are any problems with your accommodations. If a vacation residence should become unavailable for rental for any reason, we reserve the right to substitute comparable accommodations if available. No Refunds due to mechanical malfunction.

Occupancy & Age: If you exceed the maximum occupancy, you will be asked to leave. You must be at least 21 years old to reserve a rental property. You must provide us with the number of people & vehicles in your party. We only rent to responsible adults and **no house parties will be permitted.** *You will be asked to leave with NO REFUND and charges will be charged to your credit card to cover damages !*

- Check in/Check out: Check in is at 3 PM or after. Check out is at 11 AM. Please do not request an early check in or out. We like to be sure to have enough time to make your cabin the best possible.

- Pets: Pets are allowed at all our cabins. The pet fee is \$45 and is non refundable. Bringing pets without notice will result in automatic forfeiture of damage deposit.
- Reservation: Return this signed lease agreement within 2 days of receiving. The balance and security deposit are due 7 days prior to your arrival. You will be emailed an invoice that can be paid online 7-10 days prior to arrival. Failure to return the rental agreement within 2 business days will result in cancellation of your rental. Reservations made for less than 7 days out are due at booking (no exceptions).
- (Payment policies do not apply to Airbnb guests)
- Payments: Checks accepted 14 days prior to check-in. We accept MasterCard, Visa, AMEX, Discover.

Linen Program: You must choose our linen fee when making your reservation if you want us to provide high quality clean sheets and towels. Please bring your own if you do not choose this fee. We provide at least one towel, one wash cloth per person. Two hand towels, kitchen towels and rags. One set of sheets per bed.

Cancellation Policy: Cancellations must be made 14 days prior to arrival. A fee of \$50 will be charged for all cancellations inside or outside the 14 day window and all advanced rent payments will be refunded less the \$50 fee. For cancellations made inside the 14 day window no refund will be issued unless the unit is re-rented for the same time period. If the unit is re-rented advanced payment will be refunded less a \$50 cancellation fee.

- Smoking: Smoking is not allowed in any rental property. If you smoke please go outside and close the door. Do not throw butts over the deck onto the ground. Failure to comply with this policy will result in loss of security deposit.
- Housekeeping: We do not charge a cleaning fee but pay housekeepers. We do ask the tenant to do certain cleaning tasks before check out. Check out instructions are spelled out on the refrigerator in the cabins. (takes about 5 or 10 minutes to do what we ask). The cabins will be inspected after each stay and the cleaning instructions must be followed to avoid being charged a cleaning fee.
- Trash: Trash must be placed in an outside trash can. Call us if you need trash picked up before your stay is over.
- Fireplaces: **With gas log fireplaces, DO NOT TURN OFF PILOTLIGHT! OR CHANGE SETTINGS ON THEM. And please follow instructions for use posted in the cabins**
- Weather: If you are vacationing in the High Country during the winter months, please come prepared to drive in snow and/or ice to reach your destination. We do recommend chains or 4 wheel drive, as most of our homes are on secondary roads with inclined driveways. We are unable to refund rental fees due to inclement weather unless roads are closed or the cabin is inhabitable.
- Furnishings & Equipment: All properties are furnished with basic supplies, glasses, dishes, pots / pans, silverware, appliances, starter kit of paper products, trash bags, laundry detergent and dish soap. Don't forget your directions page. The direction page will be emailed to you. It will contain directions, door code
- Appliances & Equipment: We cannot guarantee that breakdowns (hot tub, TV, DVD, etc...) will not occur, however we will make every effort to ensure repairs will be made as quickly as possible. NO REFUNDS or discounts due to malfunctions!!!! Do not adjust the refrigerator settings; it takes a little time to cool down after placing warm items in it. Please do not flush sanitary napkins or tampons down the toilet.
- Grilling: Please do not leave hot grills unattended.
- Smoke Detector: These are installed for your protection. Please notify us upon arrival of any problems

- Lost; stolen or forgotten items: Walnut Tree Log Cabin Rentals is not responsible for lost, stolen or forgotten items. Please check the cabin carefully before departing. \$10 added to shipping cost if you want your left items shipped to you.
- Taxes & Fees: All rentals are subject to NC sales tax of 6.75%. Creekside Blessings is subject to an additional 6% town tax

### *Pet Policy*

**We want you to be able to bring your pets with you to our rentals, but we have to impose a few rules and rates.**

**Pet Fees \$45**

- **Pets are NOT allowed on the beds or on furniture**
- **No pets under one year old**
- **Pets can NOT be left in the cabins unattended unless they are placed in a portable kennel**
- **There is a TWO pet MAXIMUM**
- **You must walk your PET on a LEASH when on our property**
- **Failure to observe these rules may result in early departure, loss of security deposit**
- **You must clean up after your pet. Please do not leave their waste in the driveways or in the yards**
- **Our renters insurance policy excludes certain breeds of dogs. Please do not bring these breeds: Akita, American Staffordshire, Chow, Doberman Pinscher, Pit Bull, Presa Canario, Rottweiler, Wolf hybrid or any dog that is a mix that includes one or more of the breeds listed above.**

Please read this document carefully to avoid being charged additional fees. Phone: 828-260-0950 E-mail: walnuttree@charter.net