

# **Maggie Memories**

## **Rules and Policies**

- 1. CHECK IN TIME IS AFTER 3 p.m. EST AND CHECK OUT TIME IS arrangements are made with owner.**
- 2. This is a NON SMOKING HOME**
- 3. NO Pets are permitted in the home under any circumstances.**
- 4. We will not rent to vacationing students or singles under 25 years of age unless accompanied by an adult, guardian, or parent.**
- 5. Parking is limited to two vehicles, as this is what our parking pad can accommodate. If you have need for a third vehicle, please let us know and we may be able to make other arrangements for parking. No trailers, campers or motor homes may be parked at the house for additional sleeping space or additional housing. Motorcycle trailers should make other arrangements to store elsewhere during your visit.**
- 6. No excessive noise after 10 p.m., as some of the homes in the community are full time residents.**
- 7. Please be advised that NO garbage is to be left at curbside. This would encourage small critters into the community.**
- 8. Please make sure the cabins flood lights are off when you retire for the evening.**
- 9. DAMAGE/RESERVATION DEPOSIT. A refundable damage/reservation deposit of \$200.00 is required. This must be received within 7 days of booking the reservation. The deposit automatically converts to a security/damage deposit upon arrival. The deposit is not applied toward rent; please allow two weeks (14 days) for processing your refundable deposit after**

departure, and provided the following provisions are met.

a. No damage is done to the house or its contents, beyond normal wear and tear.

b. All debris, rubbish, and discards are to be put in a trash bag/bags and set outside the sliding glass door (in dining area), onto the porch. Upon your departure, housekeeping will pick up trash. NO trash is to be left at curbside or in front of the house.

c. Cleaning is provided upon departure. It is the responsibility of you, the guests, to clean and put away all the dishes before leaving. NO food or drink is to be left in the refrigerator/freezer. Any extra work/cleaning dishes or refrigerator would result in an extra housekeeping fee.

d. All doors and windows to be closed and locked. The keys to go back in the lock box for the housekeeper.

e. No linens are missing, lost, or damaged.

f. No cable, internet, or phone charges are incurred, other than what is provided by owner.

g. The renter is not evicted by the owner, (or representative of the owner), the local law enforcement, or the Property Owner Association.

10. **PAYMENT**-An advance payment equal to 50% of the rental rate is required 60 days before arrival. The advance payment will be applied toward the rent. Please make payments in the form of bank money orders, cashiers' checks, or personal checks payable to James or Michele Cios. The advance payment is not a deposit. The **BALANCE OF RENT** is due 14 days before your arrival date.
11. **CANCELLATIONS**-A forty five (45) day notice is required for cancellation. Cancellations that are made more than forty five (45)

days prior to the arrival date will incur no penalty.

Cancellations or changes that result in a shortened stay, that are made within 45 days of the arrival date, forfeit the full advance payment and damage/reservation deposit. Cancellation or early departure does not warrant any refund of rent or deposit.

12. **MONTHLY RESERVATION CANCELLATIONS**-Monthly renters must cancel or make arrangements to shorten stay ninety days prior to check-in.
13. **MAXIMUM OCCUPANCY**- The maximum number of guests is limited to 8 people. Please make owner aware if there may be an additional guest, as charges may apply.
14. **THIS PROPERTY REQUIRES A TWO (2) NIGHT MINIMUM STAY**-Longer minimum stays may be required during holiday periods.
15. **INCLUSIVE FEES**-Rates include a one-time linen/towel setup. Amenity fees are included in the rental rate.
16. **NO DAILY HOUSEKEEPER SERVICE**-While linens and towels are included in the house, daily housekeeper service is not included in the rental rate. We suggest if you are going to need towels outside the unit, you bring your own beach towels. We do not permit towels to be taken from the house.
17. **RATE CHANGES**-Rates are subject to change without notice.
18. **FALSIFIED RESERVATIONS**-Any reservation obtained under false pretense will be subject to forfeiture of advance payment, deposit, and/or rental money and the party will not be permitted to check-in.
19. **WRITTEN EXCEPTIONS**-Any exceptions to the above mentioned policies must be approved in writing in advance.
20. **MAINTAINANCE/REPAIRS**-No refunds will be given in the event

of a necessary repair while you are guests in our home. We try our best to keep everything in working order. In the event something needs to be fixed, we will do our best to get it done in a timely manner.

a. Routine Maintenance: It may be necessary for us to send repair people to the home during reasonable hours to perform minor repairs. Guests are not required to be at home for repairs to take place.

21. **BAD WEATHER POLICY**-There will be no refunds given in the event of bad weather or storm. During your winter visits, find and stay tuned to weather stations for storm warnings or watches. Depending on the severity of the winter weather, it is your responsibility to make needed preparations and take precautions. **BE PEPAED**. Flashlights, non-perishables foods, warm clothing, chains for tires always a good idea. Use your head.
  
22. **INDEMNIFICATION and HOLD HARMLESS; RIGHT OF ENTRY; ASSIGNMENT:** Tenant agrees to indemnify and hold the owners harmless to the extent allowed by law from and against any liability for personal injury or property damage sustained by any person (including tenants' guest). We are not responsible or liable to tenants for loss or theft of any personal property. Nor are we liable for accidents, injury or damage of nature from any cause by tenant. This provision is not intended to insulate owners from the obligation to comply with the duties imposed by the Vacation Rental Act and set forth on the deposit and rental contract(s) page on [Www.maggiememories.com](http://Www.maggiememories.com). Tenant agrees that the owner or their respective representatives may enter the property during reasonable hours to inspect the property, to make such repairs, alternations, or improvements thereto as owners may deem appropriate or necessary pursuant to the Vacation Rental Act /Chapter 42A. Tenant shall not assign this agreement or sublet the property in whole or part without the written permission of the owners.

23. **APPLICABLE LAW:** This agreement shall be governed by and constructed in accordance with the laws of the State of North Carolina and, in the event of a dispute, any legal action may be maintained in Haywood County, where the home is located.
24. **SEVERABILITY:** Every provision of the agreement is intended to be severable, and if any term or provision hereof shall be declared illegal, invalid, or in conflict with North Carolina law or the purposes of this agreement for any reason whatsoever, or if the enforcement of any provision shall be waived, the validity of the remainder of this agreement shall not be affected thereby.
25. **VIOLATIONS:** We want your stay to be wonderful. Please note that any violations to the rules and regulations can terminate your stay and result in forfeited rent and/or deposit.

By signing below, I agree to all the terms and conditions of this Rules/Policy agreement.

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Tenant

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Owner/Landlord

Updated August 2009