

Kenmure Enterprises, Inc.
Rental Department
10 Kenmure Drive
Flat Rock, NC 28731
(800) 345-1860 (outside NC) or (828) 693-8481
Rental Office Hours Monday thru Friday
8:30 a.m. until 5:00 p.m.



Kenmure

Guest Rental Agreement and Policies
for
Rental Properties at Kenmure

Check-In Time: 3:00 PM
Check-Out Time: 10:00 AM

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.

Real Estate

Agency: Kenmure Enterprises, Inc. ("Agent")
Address: 10 Kenmure Drive, Flat Rock NC 28731
Telephone: (828) 693-8481 Fax: (828) 693-8633 E-Mail: traci@kenmure.com

("Tenant")

Telephone: _____ Fax: _____
(please supply if left blank)

Agent, as agent of the owner, hereby rents to Tenant, and Tenant hereby rents from Agent, the vacation property described below: (referred to hereafter as the "Premises" on the terms contained in this Agreement.

1 **Premises:** City of Flat Rock County of Henderson
Name of Premises: _____ Street Address: _____
Confirmation #: _____ Other Description: Unit phone

2 **Term:** BEGINS: _____ ENDS: _____

3 **Rent: Tenant agrees to pay rent for the Premises in the amount of** \$ -
in accordance with #4 below.

4 **Financial Terms:**

<u>Description</u>	<u>Prepaid Amount:</u>	<u>Due:</u>	<u>Description</u>	<u>Prepaid Amount</u>	<u>Due:</u>
Advance Rent	_____		Security Deposit	\$ -	\$ -
Rent Balance		\$ -	Other Fees:		
Processing Fee			Key Not Returned:	\$ -	\$ -
Taxes*			Pet Deposit (if applicable)		
7.75% Sales Tax		\$ -	Cleaning		
4% Occupancy Tax		\$ -	TOTAL		\$ -

**

*Tax rates are calculated as of the time of this Agreement. Tenant shall be responsible for payment of all applicable taxes according to rates in effect at the time of occupancy.

** Tenant agrees to pay half of the base rent amount to reserve the unit. This non-refundable deposit will be billed to Tenant's Visa or MasterCard account number. Tenant agrees that the balance of the rental contract amount will be paid via the same Visa or MasterCard account number that the deposit was paid with and will be billed to Tenant's credit card on arrival date. If you wish to have the balance charged to a different MC or Visa you must call the office prior to your arrival date to make arrangements for this. Please note once the balance has been charged we can not reverse the payment.

If credit card information on file does not process on arrival date the use of Club facilities may be delayed.

5. **Disbursement of Rent & Third Party Fees.** Tenant authorizes Agent to disburse up to fifty percent (50%) of the rent set forth in paragraph 3 above to the owner (or as the owner directs) prior to Tenant's occupancy of the Premises, and the balance of the rent upon the commencement of the tenancy, a material breach of this Agreement by Tenant, or as otherwise permitted under the Vacation Rental Act. Tenant agrees to pay \$25.00 processing fee for any check of Tenant that may be returned by the financial institution due to insufficient funds or because Tenant did not have an account at the financial institution. Tenant also authorizes Agent to disburse prior to Tenant's occupancy of the Premises any fees owed to third parties to pay for any goods, services, or benefits procured by Agent for the benefit of Tenant, including but not limited to fees set forth herein payable to Agent for reservation, transfer or cancellation of Tenant's tenancy. Tenant further agrees to pay a \$25.00 processing fee.

6. **Security Deposit.** Any security deposit provided for in paragraph 4 above may be applied to actual damages caused by Tenant as permitted under the Tenancy Security Deposit Act. In addition, Agent may deduct from the security deposit the amount of any unpaid long distance or per call telephone charges and cable television charges that are not specifically described in this Agreement (including any addendum hereto) as being included with the Premises. Agent may also deduct charges for extra cleaning required or repairs needed over and above reasonable wear and tear from the security deposit or Agent may charge Tenant's credit card number on file for these fees if no security deposit has been collected. Agent shall apply, account for, or refund Tenant's security deposit within 45 days following the end of the tenancy.

7. **Trust Account.** Any advance payment made by Tenant shall be deposited in a non-interest bearing trust account with Kenmure Enterprises, Inc. Trust Account at First Citizens Bank located at 599 N. Main Street, Hendersonville, NC.

8. Tenant Duties. Tenant agrees to comply with all obligations imposed by the Vacation Rental Act on Tenant with respect to maintenance of the Premises, including but not limited to keeping the Premises as clean and safe as the conditions of the Premises permit and causing no unsafe or unsanitary conditions in the common areas and remainder of the Premises that Tenant uses; and notifying Agent in writing of the need of replacement of or repairs to a smoke detector, and replacing the batteries as needed during the tenancy. Tenant agrees not to use the Premises for any activity or purpose that violates any criminal law or governmental regulation. Tenant's breach of any duty contained in this paragraph shall be considered material, and shall result in the termination of Tenant's tenancy.

9. Agent Duties. Agent agrees to provide the Premises in a fit and habitable condition. If at the time Tenant is to begin occupancy of the Premises, Agent cannot provide the Premises in a fit and habitable condition or substitute a reasonably comparable property in such condition, Agent shall refund to Tenant all payments made by Tenant. Agent shall conduct all brokerage activities in regard to this Agreement without respect to the race, color, religion, sex, national origin, handicap or familial status of any tenant.

10. Cancellation. In the event of a cancellation by Tenant, Tenant shall receive a refund of all payments made by Tenant, less an administrative fee of \$25.00 if the Premises are re-rented on the terms set forth herein. If the Premises are not re-rented on the terms set forth herein, Tenant will not be entitled to a refund of any rent payment made hereunder. Whether or not the Premises are re-rented, Tenant, rather than Agent, shall be responsible for seeking reimbursement of any fees paid by Tenant to Agent for goods, services, or benefits procured by Agent from third parties for the benefit of Tenant that may have been paid out prior to Tenant's cancellation.

11. Transfer of Premises.

(a) If the owner voluntarily transfers the Premises, Tenant has the right to enforce this Agreement against the grantee of the Premises if Tenant's occupancy under this Agreement is to end 180 days or less after the grantee's interest in the Premises is recorded. If Tenant's occupancy is to end more than 180 days after such recordation, Tenant has no right to enforce the terms of this Agreement unless the grantee agrees in writing to honor this Agreement. If the grantee does not honor this Agreement, Tenant is entitled to a refund of all advance rent paid by Tenant (and other fees owed to third parties not already lawfully disbursed). Within 10 days, after transfer of the Premises, the grantee or the grantee's agent is required to : (i) notify Tenant in writing of the transfer of the Premises, the grantee's name and address, and the date the grantee's interest was recorded; and (ii) advise Tenant whether Tenant has the right to occupy the Premises subject to the terms of this Agreement or receive a refund of any payments made by Tenant.

(b) Upon termination of the owner's interest in the Premises, whether by sale, assignment, death, appointment of a receiver or otherwise, the owner, owner's agent, or real estate agent is required to transfer all advance rent paid by Tenant (and other fees owed to third parties not already lawfully disbursed) to the owner's successor-in-interest within 30 days, and notify Tenant by mail of such transfer and of the transferee's name and address. However, if Tenant's occupancy under this Agreement is to end more than 180 days after recordation of the interest of the owner's successor-in-interest in the Premises, and the successor-in-interest has not agreed to honor this Agreement, all advance rent paid by Tenant (and other fees owed to third parties not already lawfully disbursed) must be transferred to Tenant within 30 days.

(c) If the owner's interest in the Premises is involuntarily transferred prior to Tenant's occupancy of the Premises, the owner is required to refund to Tenant all advance rent paid by Tenant (and other fees owed to third parties not already lawfully disbursed) within 60 days after the transfer.

12. Mandatory Evacuation. If State or local authorities order a mandatory evacuation of an area that includes the Premises, Tenant shall comply with the order. Upon compliance, Tenant will be entitled to a refund of the prorated rent for each night that Tenant is unable to occupy the Premises because of the order. However, Tenant will not be entitled to a refund if, prior to taking possession of the Premises: (i) Tenant refused insurance offered by Agent (Kenmure does not offer Trip Interruption Insurance) that would have compensated Tenant for losses or damages resulting from loss of use of the Premises due to a mandatory evacuation order, or (ii) Tenant purchased such insurance from Agent.

13. Expedited Eviction. If the tenancy created hereunder is for 30 days or less, the expedited eviction procedures set forth in the Vacation Rental Act will apply. Tenant may be evicted under such procedures if Tenant: (i) holds over in possession after Tenant's tenancy has expired; (ii) 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; (iii) fails to pay rent as required by this Agreement; or (iv) has obtained possession of the Premises by fraud or misrepresentation.

14. Indemnification and Hold Harmless; Right of Entry; Assignment. Tenant agrees to indemnify and hold harmless Agent and the owner from and against any liability for personal injury or property damage sustained by any person (including Tenant's guests) as a result of any cause, unless caused by negligent or willful act of Agent or the owner, or the failure of Agent or the owner to comply with the Vacation Rental Act. Tenant agrees that Agent, the owner or their respective representatives may enter the Premises during reasonable hours to inspect the Premises, to make such repairs, alterations or improvements thereto as Agent or owner may deem appropriate, or to show the Premises to prospective purchasers or tenants. Tenant shall not assign this Agreement or sublet the Premises in whole or part without written permission of Agent.

15. Pets. Unless otherwise specifically permitted by permission of the Agent and owner, no pets shall be allowed on the Premises. Tenant's breach of this provision shall be considered material, and shall result in the termination of Tenant's tenancy immediately. There will be a \$150 cleaning fee for anyone bringing a pet on the premises without prior permission being granted. If pets are permitted with permission, a \$500 pet deposit shall be charged at check-in. If after 30 days there are no problems noted with the rental unit (fleas, ticks, stains, repairs needed), the pet deposit shall be refunded.

16. Other Terms and Conditions.

(a) For leases longer than two (2) months, Tenant agrees to pay for one cleaning per month for unit occupied at current cleaning rate. Entire balance for cleaning fees will be collected up front.

(b) Kenmure Enterprises, Inc. agrees to lease the property listed herein on behalf of the owner (or comparable if available) under the monetary arrangements stated herein. A non-refundable payment equal to one-half (½) of the total rent is due when a reservation is made and must be made by a MasterCard or Visa. Prepayment of the balance due will be required on arrival date and will be billed to the same MasterCard or Visa card the deposit was billed.

If you plan to arrive after 5:00 p.m., contact the rental department at (800) 345-1860 (outside NC) or (828)693-8481 Monday - Friday between the hours of 8:30 a.m. and 5:00 p.m. and your Check-In packet will be at the Gatehouse.

(c) Each vacation home is privately owned. Every vacation home has been furnished and equipped to meet basic vacation needs and reflects the individual tastes of the owner. Please do not ask us to supply additional furnishings or equipment. Should you have a special need, we will do our best to accommodate you. In as much as each vacation home is privately owned and furnished we cannot guarantee that no malfunctions with the heat/air conditioning or appliances or even furnishings will occur. We have maintenance personnel on staff and will make every effort to remedy any problem that may arise as soon as

possible. It may become necessary to relocate to a comparable unit if malfunction cannot be repaired within a reasonable amount of time. Tenant acknowledges that no daily maid service is provided but this service is available upon request with additional cost to the tenant being made payable to the maid service company.

(d) Kenmure Enterprises rental program caters to responsible adults and families. We do not rent to students without adult supervision. Singles under the age of 21 not accompanied by a parent will not be allowed to register and will lose their deposit. Reservations made under false pretenses will result in loss of deposit.

(e) Long distance telephone calls must be charged to your home phone, credit/phone card or made as a collect call. Please do not charge any calls to the owner of the vacation home; any calls made in this manner will be billed to Tenant and reimbursement to the property owner is required.

(f) Keys that are not returned will result in a \$25.00 charge each - Garage Door Openers are \$50.00

(g) Tenant agrees that any club charges not paid before departure will be charged to tenant's credit card number on file.

(h) Tenant agrees to abide by the following rules and regulations:

- * Check-in time is 3:00 p.m. / Check-out time is 10:00 a.m. (Penalty for late check-out is one day's rental fee + tax).
- * These units are privately owned. The tenants are responsible for any damages or missing items that occur during their stay as well as extra cleaning or service calls due to negligence.
- * Neither Kenmure Enterprises, Inc. (KEI) nor the property owner is to be held responsible for accidents or injury to guests.
- * Kenmure Enterprises, Inc. reserves the right to discontinue occupancy to the tenants if, in KEI's opinion, tenant's actions are detrimental to the property or surrounding units occupied. Please keep noise level down after 10:00 p.m.
- * Direct dialing or charging long distance calls to rental phones is prohibited.
- * PLEASE DO NOT RE-ARRANGE FURNITURE.
- * NO PARTIES. Occupancy will be terminated immediately with no refund.
- * All tenants MUST CHECK-IN at the Pro Shop before play. Violation of this rule will result in loss of playing privileges. This check-in applies to the use of driving range and casual walking of the course (please check with Pro Shop for casual walking restrictions).
- * NO PETS OF ANY KIND are allowed without consent of both the rental owner and the rental administrator. If allowed, an extra deposit is required. You may not walk your pets on the golf course under any condition! If pets are found on the premises without prior authorization, you will be charged a \$150 cleaning fee and will be escorted from the property immediately. Please inform your guests of our pet policy.
- * OWNER'S CLOSETS: Any locked closets are reserved for storage of the owner's private property. THESE AREAS ARE ABSOLUTELY NOT INCLUDED IN THIS RENTAL.
- * Maid service is done upon departure. Upon vacating the premises, tenants must leave the unit in neat order. Place trash in outside container, lock all doors and windows, turn off all lights and appliances, and leave beds unmade.
- * Accommodation is strictly limited to the number of beds and sleeper sofas furnished in the unit. Extra cots or sleeping bags are prohibited.
- * CHARCOALING/GAS GRILLS: Absolutely no charcoaling or grilling on the porches or balconies. Use only areas that are safe for this activity.
- * PARKING: Park in designated areas per unit-one car per carport or applicable parking spaces. If violated, vehicles will be towed at owner's expense.
- * Motorcycles are only allowed from gate to rental unit. No additional riding thru the development is allowed.
- * Toiletries and cleaning supplies are not provided. You will need to bring or purchase supplies.
- * In units that have wood burning fireplaces, logs are not supplied.
- * Maintenance problems in the home or villa will be handled in a timely and professional manner. The rental rate will not be adjusted due to any malfunction of equipment, which includes TV's, VCR's, DVD's, INTERNET, air conditioning units, hot water tanks, stoves, refrigerators, etc.
- * KEI is not responsible for events beyond our control, e.g. inclement weather, traffic delays, maintenance issues.
- * All homes and villas are **Non-smoking!** No exceptions!
- * Should the owner of any rental property elect to remove their property from our rental program, or not accept a reservation, the guest shall not hold KEI liable. In such an instance, the guest will be relocated to comparable accommodations determined by KEI. If comparable accommodations are not available, the guest will receive a full refund.
- * DEPARTURE: Upon departure, please set the thermostat(s) in the unit as follows:
Winter: 55 degrees Summer: 80 degrees
- * We ask that you respect the accommodations as well as your neighbors with the same respect you would expect from others in your own home.

If the foregoing is in accordance with our understanding of the rental terms, please acknowledge your agreement and acceptance of the above and return this agreement as soon as possible with your signature to Kenmure Enterprises, Inc., 10 Kenmure Drive, Flat Rock, NC 28731 ATTN: Rental Department.

Tenant Signature: _____ Date: _____

For Kenmure Enterprises, Inc. Rental Management: _____ Date: _____

