

BLUE SHUTTER COTTAGE

Bear Paw Resort
117 Village Road
Murphy, NC 28906

www.bearpawcottagerental.com

RENTAL AGREEMENT

Rules & Regulations

1. **CHECK-IN TIME is 4:00PM and CHECK OUT TIME is 11:00AM.**
[This agreement does not create a tenancy or residence. You must depart at the appropriate time.]
2. **This is a NON-SMOKING home.**
3. **Pets are not permitted inside the cottage.**
4. We do not rent to vacationing students or singles under 21 years of age, unless accompanied by a parent.
5. **DEPOSIT.** A reservation deposit of \$100 is required. Unless other arrangements are made, this must be received within seven (7) days of booking the reservation. The deposit automatically converts to a security/damage deposit upon arrival. The deposit may not be applied toward rental fees; however, it is fully refundable 15 days after departure, providing the following provisions are met:
 - A. No damage is done to the cottage, contents or its surrounding.
 - B. All debris, rubbish and garbage are to be placed in Bear Paw Dumpster (across the street from Guard Gate), upon departure.
 - C. Soiled dishes are placed in dishwasher and cleaned.
 - D. All keys (pool & tennis court access) and the information folder are left on the kitchen counter and the home is left locked. [\$75 will be deducted from the damage deposit if the pool key is missing!]
 - E. All charges accrued during the stay are paid, including all marina fees.
 - F. No linens are lost or damaged.
 - G. Parking Pass is left with Guard Gate Attendant.
 - H. No charges are incurred due to contraband, pets, or collection of rent or services rendered during the stay.
 - I. The renter is not evicted by the owner (or representative), law enforcement or Bear Paw.
6. **PAYMENT.** Payment in full of all rental and cleaning fees is due thirty (30) days before your arrival date. Please make payments in the form of personal check, cashiers check or money order in US funds payable to Callie Moore. Or book securely using a major credit card or PayPal account using the link on our web site: www.bearpawcottagerental.com.
7. **CANCELLATIONS.** For nightly and weekly reservations, cancellations made more than thirty (30) days prior to your arrival date will receive a full refund of rental fees. The deposit is forfeited. Cancellations made thirty days or less, prior to the stay will forfeit full payment and deposit unless the cottage is re-rented. If re-rented, a refund of rental fees will be made on a pro-rated basis based on the length of the new reservation versus the canceled one. Early departure does not warrant any refund of rent or deposit.

For monthly reservations, cancellations made more than forty-five (45) days prior to arrival date will receive a full refund of rental fees. Any change resulting in a shortened stay must be made at least forty-five (45) days prior to arrival date in order to receive a prorated refund. Cancellations made less than forty-five (45) days prior to the stay will forfeit full payment and deposit unless the cottage is re-rented. If re-rented, a refund of rental fees will be made on a pro-rated basis based on the length of the new reservation versus the canceled one. The deposit is forfeited if reservations are cancelled, regardless of timing.

8. **MAXIMUM OCCUPANCY.** The maximum number of guests is limited to four (4) individuals.
9. **ACCESSIBILITY.** Although the cottage has many modern conveniences, we have tried to keep this historical property "to period" using original doors and maintaining the original layout. As a result, the cottage is not wheelchair accessible. Those with other physical disabilities will need to note that there is a short (200 feet) paved pathway from the parking lot to the cottage, which is situated on a small hill; and there are four steps onto the deck.
10. **THIS PROPERTY REQUIRES A TWO-DAY MINIMUM STAY.** Longer minimum stays may be required during holidays and festivals.
11. **INCLUSIVE FEES.** Rental fees include all applicable taxes. Rates also include a one-time linen set up prior to check-in. Bear Paw Resort amenities do not include marina fees.
12. **NO MAID SERVICE.** While ample linens are included for your use, maid service is not included. We do not permit linens or pillows to be removed from the cottage.
13. **RATE CHANGES.** Rates are subject to change without advance notice; however, when the deposit and rental fees are paid, no rate change will be made for that scheduled visit.
14. **FALSIFIED RESERVATIONS.** Any reservation obtained under false pretense will be subject to forfeiture of all payment and the party will not be permitted to check in.
15. **WRITTEN EXCEPTIONS.** Any and all exceptions to this agreement must be approved in advance and agreed upon in writing (email is acceptable). Failure to comply could result in immediate eviction, with forfeiture of full payment.
16. **PARKING.** Plenty of parking spaces are available across the street from the cottage. Bear Paw is a gated community with 24-hour security.
17. **STORM POLICY.** Refunds will be given only when:
 - A. The North Carolina Department of Transportation issues a warning against travel in this specific area due to hazardous road conditions. Bear Paw is in Cherokee County, North Carolina. [<http://tims.ncdot.gov/tims/>]
 - B. The National Weather Service orders a "Mandatory Evacuation Order" for this specific area.
 - C. The Governor of North Carolina declares this area a disaster area.

The day that one such order is issued, we will refund:

- any unused portion of rental fees from guests who want to shorten their stay by leaving early or arriving after the warning is lifted; or
- any advance rental fees already collected or deposit for a reservation that is scheduled to arrive during the period of the order.

By signing below, I agree to all terms and conditions of this agreement.

Signature: _____

Signature: _____

Date _____

PLEASE PRINT

Check-in Date: _____ Check-out Date: _____

Number of Adults: _____ Number of Children: _____

Name(s) of Rental Occupant(s):

Address:

Phone: _____ Email: _____

Vehicle: Year _____ Make _____ Model _____

Tag # _____ State _____

How to return the completed rental agreement:

1. **MAIL** with check payment to:

Callie Moore
3190 Tusquittee Road
Hayesville, NC 28904

2. **EMAIL** a scanned version to: blueshutter@bearpawcottagerental.com.

3. **TEXT** or email a high-quality phone photo to: 828-361-0569.

4. **FAX** the document to: 1-828-389-2646.

You may make the deposit and/or rental payments on our website using a major credit card or PayPal account or through VRBO/HomeAway; however, the reservation will not be complete until both the signed agreement and full payment are received.

Our web site address: www.bearpawcottagerental.com