

– BOOKING POLICIES –

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.

1. NIGHTLY MINIMUMS:

Properties require a 2-night minimum stay. Longer minimum stays may be required during holiday periods and certain seasons.

2. PAYMENTS:

*RESERVATIONS SECURED ONLINE: Your credit card will be charged 50% at the time the reservation is processed. If the reservation is within 31 days, payment in full, plus the \$100 cleaning fee will be processed in either one or two transactions. A final confirmation email, including directions, key code and other useful information will be sent at that time. For arrivals more than one calendar month in advance, guests' final payment, plus the \$100 cleaning fee will be charged no earlier than 31 days from arrival and then the final confirmation email will be sent.

3. OTHER CHARGES AND FEES: ALL HOUSES ARE NONSMOKING

Smoking odors require several days, with windows open, to dissipate. If smoking has been detected in the rental units, a \$150 minimum and \$400 maximum cleaning fee will be charged to the credit card on file. By signing the rental agreement, Continental Divide Cottages is authorized to charge this fee to your credit card on file. A \$85 cleaning fee is added to all reservations at the Pollygus, Jones, Caddy Shack, or Rabbit Hill homes. A \$200 cleaning fee is added to all reservations at the Bunkhouse.

All reservations incur 6.75% Sales Tax in addition to the rental amounts and fees. Occasionally, our guests forget to wash their dishes and take their trash to the dumpster. Additional cleaning service charges of \$12 for washing dishes and \$5 for taking trash to the dumpster will be charged.

4. CANCELLATIONS, FORFEITS and REFUNDS – Notifications and requests must be made via email at rentalcottage@outlook.com

Unlike hotel rooms, vacation rentals are unique and require non-refundable payments. You may cancel bookings at any time, keeping in mind that all monies paid to date are non-refundable. As a result, we highly encourage the purchase of travel insurance to help protect against any unforeseen issues that may arise prior to or during your trip.

Airbnb Policy: Full refund 5 days prior to arrival

- Cleaning fees are always refunded if the reservation is canceled before check-in.
- The Airbnb service fee is refundable (up to 3 times per year) if the guest cancels before the trip starts. If a guest books a reservation that overlaps with any part of an existing reservation, we won't refund the Airbnb service fee if they decide to cancel.
- Accommodation fees (the total nightly rate you're charged) are refundable in certain circumstances as outlined below.
- If there is a complaint from either party, notice must be given to Airbnb within 24 hours of check-in.
- Airbnb will mediate when necessary, and has the final say in all disputes.
- A reservation is officially canceled when the guest clicks the cancellation button on the cancellation confirmation page, which they can find in Dashboard > Your Trips > Change or Cancel.
- Cancellation policies may be superseded by the Guest Refund Policy, extenuating circumstances, or cancellations by Airbnb for any other reason permitted under the Terms of Service. Please review these exceptions.
- Applicable taxes will be retained and remitted.

5. We apologize but at this time we have no handicap accessible homes. Most homes require some climbing of steps or stairs. Therefore, we do not recommend renting a cabin if you are wheelchair bound or physically unable to climb steps or stairs. We offer no refunds if you choose to disregard this information.

6. MECHANICAL FAILURES/REPAIRS/APPLIANCES:

Although we rarely have had to do anything other than replace batteries in a remote device, please call us if anything isn't working properly. We will make every effort to fix it in an expeditious manner. We can issue gift credit (case by case basis) toward your next visit but cannot issue refunds or partial refunds for mechanical failures of nonessential or luxury items, including, but not limited to, television, satellite/cable service, dishwasher, fireplace, air conditioning, or any other appliance that fails to operate properly during your stay.

7. Pets:

All our houses are dog friendly (no cats). Our homes do not have pet odors because we enforce the following pet policies:

Dogs must be less than 50lbs. We ask that dogs are leashed at all times when outside. Dogs must be crated if left unattended, and visible through the front door. Please bring pet's bedding and/or crate because Continental Divide Cottages does not allow pets on furniture or beds. No more than two (2) dogs are allowed. Sorry, no exceptions. A non-refundable pet fee of \$65.00 for the 1st pet is required. Second pet \$15. If pet hair is found on furniture or beds guests will be charged an additional \$50 cleaning fee. Additionally, guests must pay any damage their dogs have caused to the home or surrounding areas.

- A photo of your dog may be requested.
- All dogs must be bathed and groomed prior to arrival. There may be additional charges for excessive cleaning due to odor or shedding.
- Guests are held financially responsible for all physical damages to property (i.e. chewing, scratching, flea infestation, etc.), inflicted on the property by the presence of a pet. If extra cleaning is deemed reasonable due to the presence of a pet, (i.e. soiled furniture and/or flooring, hair on furnishings or bedding, or fleas) the guest will be held financially responsible and the credit card on file will be charged for the amount of the repair/recovery.
- Guest agrees to hold Continental Divide Cottages harmless for any pet injury or accident that may occur on the rental property during occupancy.
- Lost revenue: If for any reason an authorized or unauthorized pet renders a cabin unusable the guests will be responsible for nightly rental charges for that cabin AND possibly the expense of placing a guest in off sight accommodations should there not be another cabin to move the arriving guest into.

8. DIRECTIONS AND KEY INFORMATION:

Information regarding check-in procedures, including directions and key instructions, is sent via email the day before arrival.

9. PERSONAL ITEMS:

Continental Divide Cottages is NOT responsible for guests' personal belongings that are lost, stolen, or left behind. A \$25 retrieval fee will be charged, and if found, the items will be returned at the guest's expense.

10. CLEANING:

All of our homes are professionally cleaned before you arrive and after you leave. Please report within 90 minutes anything we failed to clean. Leave all beds used during stay unmade upon departure. Any linens/towels found missing from your stay will result in a deduction from your damage deposit credit card for reasonable replacement costs. For multiple week stays, light weekly housekeeping can be arranged during your stay at an extra cost. Guests are responsible for cleaning and storing all dishes, utensils, and removing all trash to the appropriate outside container

11. CHECK-IN AND CHECK-OUT: (Recommend a flashlight if arriving after dark)

CHECK-IN is 4 PM or later. CHECK-OUT is 11AM. Please notify us of any LATE DEPARTURE needs that may arise during your stay. We will attempt to accommodate your request.

12. SKIS, SNOWBOARDS, FLOATS, LIFE JACKETS AND OTHER OUTDOOR RECREATIONAL EQUIPMENT:

Absolutely no skis, snowboards, ski boots or snow board boots, floats, etc. are allowed inside the house. You may keep them on the decks or in your vehicle. We encourage these outdoor recreational opportunities, but this type of equipment is hard on our wood surfaces. If you have any question regarding your equipment please Contact Us via email or phone.

13. ALL UNITS GET YOU STARTED WITH THE FOLLOWING AMENITIES, including, but not limited to:

Linens and towels for each guest for each day will be supplied at the start of your stay; *fully equipped kitchens, including coffee makers, as well as some cooking utensils*; dish washing soap*; sponges*; hand and body soaps*; paper towels*; napkins*; toilet paper*; garbage bags*, along with some cleaning implements.

You will be asked to confirm the acceptance of these policies when completing your online reservation.

Thank you for choosing Continental Divide Cottages. We appreciate your acceptance of these conditions and terms of agreement. We hope you enjoy your vacation, and please do not hesitate to contact us with any questions.