



The Camp's Rules and Regulations

1. **Pets.** No pets allowed unless given written permission from the Owner, tenant signs a pet addendum and pays the pet fee, per pet. Tenant will be responsible for any additional cleaning costs and damages resulting from a pet. (See PET ADDENDUM).
2. **Grills.** The use of any grill, other than a gas grill provided by the Owner, is absolutely prohibited. Charcoal grilling is not permitted.
3. **Hot tub, Pool and Water Slide.** No more than 8 people will be permitted in the hot tub at one time. No children under the age of 16 are permitted in the hot tub. The pool and slide are open from 9 am until 9 pm. There is no lifeguard whatsoever so swim at your own risk. Do not run on any of the decks. Close the umbrellas when you are not using them. You must go down the slide lying on a mat either on your belly or on your back, with just 1 person per mat. You must wait until the person before you exits the waterslide pool before the next person goes, otherwise, injuries may occur. The pool and water slide are open from mid-May through mid-October, weather permitting. Do not touch the heaters.
4. **Weapons and Explosives.** The use of firearms, explosives or fireworks is not permitted on the property.
5. **Indemnification and Hold Harmless; Right of Entry.** Tenant, on its own behalf and on behalf of Tenant's guests, assigns, heirs, next of kin, and legal representatives; agrees to release, indemnify, covenant not to sue, and hold harmless Owner from and against any and all claims, damages, losses and liabilities for death, personal injury or property damage sustained by any person (including Tenant's guests or invitees) in or around the Premises or arising from or relating to Tenant's occupancy and/or lease of the Premises, as a result of negligence or any other cause whatsoever. This indemnification also includes Tenant's obligation to defend Owner and pay for Owner's reasonable attorney's fees in any litigation commenced by Tenant or any other person as a result of actions or inactions arising during Tenant's occupancy and/or lease of the Premises. Tenant's obligations under this section continue for any claims or damages caused or arising during Tenant's occupancy and/or lease of the Premises, even after Tenant's surrender of the Premises. Tenant agrees that Owner or its representative may enter the Premises to inspect the Premises, to make repairs, alterations or improvements thereto as Owner deems appropriate, or to show the Premises to prospective tenants or vendors. Tenant and all guests will sign an additional release upon arrival, if requested by Owner.
6. **Limitation on Liability.** Tenant shall look solely to Owner's interest in the Premises for the satisfaction of any judgment or decree requiring the payment of money by Owner, based upon any default hereunder or arising from or relating to Tenant's occupancy and/or lease of the Premises, and no other property or asset of Owner shall be subject to levy, execution or other enforcement procedure for the satisfaction of such judgment or decree.
7. **Miscellaneous.** Tenant is aware that Owner has security cameras in use in and around the



property (not inside the homes). Tenant understands that they will not be the only guests at The Camp (unless exclusivity is clearly stated in the Rental Agreement). Therefore, they will share all of the common areas and act in a responsible way to all of the other guests. Tenant agrees that any pictures taken by Owner during the Term of this agreement may be used for The Camp's marketing purposes. Guest must provide a Certificate of Liability Insurance for any and all vendors. Please be advised that without this Certificate no vendor will be permitted on the property.

8. **Noise and sounds** echo here in the mountains. Therefore, please keep the noise to a minimum between the hours of 9 PM to 9 AM. If there is any excessive noise at any time, tenant will be notified and must reduce the noise.
9. **Maintenance and Repairs.** It is the Tenant's responsibility to report to the Owner immediately upon arrival any damages found and any repairs and/or maintenance needed. If damage is discovered by Owner upon arrival it is presumed to have been done by Tenant, if Tenant has not reported it to Owner. We will make every good faith effort to correct any problem with mechanical systems and appliances as quickly as possible. Replacements are not provided. There will be no rebates or refunds given for inoperable appliances, malfunctioning mechanical systems, including but not limited to the pool, hot tub, and slide, including power outages. There are no generators for backup power.
10. **Check-out and Hold-Over.** The Premises must be vacated by 10:00 a.m. on the Departure Date or Tenant will be subject to a \$100.00 per hour hold-over fee for each hour tenant delays in vacating the Premises on the Departure Date and a \$1,500 penalty. For each day or partial day the Tenant fails to vacate the Premises after the Departure Date, tenant shall owe holdover rent in the amount of \$3,000 per day or partial day per house or per bunk. Owner may charge the credit card on file or send a bill. Tenant's check-out duties include straightening all furniture, washing dishes and putting them away, placing trash in outside container, closing and locking all windows and doors and leaving the unit in good shape for the next renter. Owner is not responsible for items Tenant leaves on the Premises.
11. **No Smoking.** Absolutely no smoking is permitted in any building, including the home. You can only smoke outside and 50ft from any building. Do not throw cigarette butts on the ground.
12. **Pond, Creek and Other Hazards.** There are ponds and creeks located on the Premises and walking on the Premises is at Tenant's own risk. **NO SWIMMING OR BOATING IS PERMITTED IN THE POND OR CREEK. UNDER NO CIRCUMSTANCES LEAVE CHILDREN UNATTENDED NEAR THE POND OR CREEK OR POOL.** Fishing is permitted in the pond. However, all fish caught must be returned to the pond. Walking on the trails on and around the Premises is permitted but is at Tenant's own risk. Long pants and closed toe shoes are strongly recommended. There are poisonous and nonpoisonous snakes and spiders here in Western NC. Therefore, please be aware of your surroundings. Owner has no liability for any bites or stings of any kind. There are also bees, wasps, etc. so be sure to bring the proper creams and sting removals such as Benadryl. The ropes course is completely off



limits, do not use it.

13. **Gymnasium.** The gym is an indoor basketball court that has the original wood floors. Do not wear any shoes other than sneakers or sandals/crocs as the floor could get scratched. No high heels. No eating or drinking or smoking in the Gym. No writing on the walls. The exercise room is for guests 16 and older and please put back all of the equipment when you are finished. The gym and exercise room are open daily from 8 a.m. until 11 p.m.
14. **Social Hall and Game Room.** Open from 8 a.m. to 11 p.m. No coins are needed for the video games. The Social Hall does not have air conditioning or heat; however, there are fans and a fireplace. The kitchen is available by reservation only, although it gets winterized so there is no water from November 1st through April 30th (weather permitting). If reserved, Tenant may use the stove, oven, refrigerator, freezer, microwave, sinks, and pantry storage. Tenant is responsible for cleaning the game room and kitchen after use. Billiards is for age 13 and up.
15. **Owner's Closets / Locked Doors.** Do not tamper with locked closets or doors, which are not available to guests, including but not limited to the door going upstairs to the attic space in Eagles Nest or the Owner's Suite. Do not go into locked bunks or buildings. If the doors have been tampered with, any damages, lock replacement costs, or other expenses will be deducted from your security deposit and/or charged to Tenant.
16. **Owner Duties.** Owner agrees to provide the Premises in a fit and habitable condition. If at the time Tenant is to begin occupancy of the Premises, Owner cannot provide the Premises in a fit and habitable condition or substitute a reasonably comparable property in such condition, Owner shall refund to Tenant all payments made by Tenant. Owner may cancel a reservation at anytime and Tenant will be entitled to all monies paid to owner; but no additional damages are available to Tenant. The refund of payments shall be Tenant's sole and exclusive remedy.
17. **Expedited Eviction.** If the tenancy created hereunder is for 30 days or less, the expedited eviction procedures set forth in Article 4 of the North Carolina Vacation Rental Act will apply (unless Owner decides to use Florida law), which provisions are incorporated herein by reference. Upon compliance, 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 Premises by fraud or misrepresentation. If the tenancy created hereunder is for more than 30 days, the summary judgment procedures set forth in Article 3 of Chapter 42 of the North Carolina General Statutes will apply.
18. **Fireplace.** Eagles Nest has a very old, unusable fireplace. Do not use it at all. Rather, use the multiple campfire areas outside. Firewood for your first campfire is provided; additional firewood may be available for purchase at \$25.00 per bundle.
19. **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 the Tenant is unable to occupy the Premises because of the mandatory evacuation order.

20. **Unauthorized Use of Premises.** The Premises may be used for vacation purposes only. No hazardous materials may be brought on or used in or around the Premises. If in the sole discretion of the Owner, Tenant becomes objectionable or violates any terms of this Agreement, Tenant may be evicted without refund. Any group renting the Premises under false pretenses will be evicted without refund. In the event a group exceeds the maximum number of people or in the event people are on the Premises other than those authorized, in writing on the guest list, Tenant and Tenant's Guests will be required to vacate the premises without refund.
21. **Telephones.** Verizon and Sprint typically get the best service coverage at The Camp. Phones with other providers may be unable to make or receive calls on our property. The homes are equipped with a telephone and the phone numbers are:
[Cloud 9: 828-357-7030](tel:828-357-7030)
[Eagle's Nest: 828-357-7025](tel:828-357-7025)
[Cottage: 828-357-7040](tel:828-357-7040)
[Pond House: 828-357-7059](tel:828-357-7059)
- Local and nationwide calls are free of charge. All other calls, including information request calls, or international calls should be charged to your calling card, made collect or billed to your home number. If you make unauthorized calls on Owner's phone, a \$20.00 per call service fee in addition to the amount of your calls will be deducted from your security deposit or billed to you directly.
22. **Doors/lights/AC.** Please keep doors closed and lights off when not in a room. Excess electric bills caused by open doors and lights on may result in a charge to tenant. Keep houses between 67-75 degrees.