



Vacation Rental Agreement The Dragonfly Cottage

Please download and print this form. You can mail this Rental Agreement and deposit made out to:

The Dragonfly Group, Inc
8325 SW 61 Ave
Miami, FL 33143

THIS IS A VACATION RENTAL AGREEMENT UNDER THE NORTH CAROLINA STATE VACATION RENTAL ACT. THIS ACT INCLUDES UNIQUE PROVISIONS PERMITTING THE DISBURSEMENT OF RENT PRIOR TO EVIDENCE OF YOUR ACCEPTANCE OF THIS AGREEMENT AND YOUR INTENT TO USE THE PROPERTY FOR A VACATION RENTAL.

Dragonfly Group, Inc (DBA as The Dragonfly Cottage)

Tenant: _____

Address: _____

City, State: _____

Telephone: Home: _____ Work: _____ Cell: _____

Email Address: _____ Fax: _____

DRAGONFLY GROUP, INC as owner, hereby rents to the above named Tenant the vacation property, hereafter referred to as the "Premises", as described under the following terms and conditions.

1. The Dragonfly Cottage: Bedrooms 3, Baths 3, _____ # of Occupants
2. Premises Address: 13 Old Lodge Road, Lake Santeetlah, Graham Co, NC 28771
3. Terms: Begin Date: _____
End Date: _____

Financial Terms

<u>Description</u>	<u>Amount</u>
Rent (\$425 per Night)	_____
Security Deposit (refundable)	\$300.00
Tourist Tax 3%	_____
Cleaning Fee	\$160
Total: \$	_____

50% Deposit Due: \$

PLEASE MAKE CHECK OUT TO: THE DRAGONFLY GROUP, INC

Balance will be due 30 days before time of rental. Failure to do so may result on loss of deposit and reservation.

Tenant authorizes DRAGONFLY GROUP, INC to disburse the total amount of the Advance Rent payment as set forth in this paragraph to a trust account prior to Tenant's occupancy of the Premises, and the balance of the rent upon receipt from the Tenant. Tenant agrees to pay a \$50.00 processing fee for any check of Tenant's that may be returned by the financial institution due to insufficient funds.

5. SECURITY DEPOSIT: Provided for in paragraph (4), may be applied to actual damages caused by Tenant as provided for under the Tenant Security Deposit Act. Agent may also deduct from the Security Deposit the amount of any unpaid long distance telephone charges, excess cleaning, and cable/satellite television charges.

6. TENANT DUTIES: Tenant agrees to the 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 either in the premises or on the grounds around the premises, and to comply with the obligations imposed by the Vacation Rental Act. Further the Tenant agrees to notify the Agent in writing of the need to replace or repair lights, appliances, smoke detectors, or any other item that requires maintenance. Tenant's breach of any duty contained in this paragraph shall be considered material, and shall result in the termination of Tenant's tenancy. Any extra cleaning (abnormal stain, overcharged sink, negligent use of linens, nonessential transposition of furniture, furnishings and objects and accumulation of garbage and dirt) will be charged on client's deposit paid. The Tenant should undertake not to lodge in the Cottage a greater number of persons than that mentioned in the booking confirmation. Failing that the Contract will be rescinded and the Client will be obliged to leave the Property immediately. A penalty of 30% of the Rental Price will be applied for each person exceeding the number of persons mentioned in the booking confirmation. The Tenant should undertake not to make copies and not to deliver the keys to third parties. The loss and/or damage of the keys and/or lock shall be indemnified by the cost of a new lock and 5 sets of new keys. Unless expressly authorized in writing, the client shall not be allowed to have pets of any kind in the Cottage.

7. AGENT DUTIES: Agent agrees to provide the Premises in a clean and fit condition. If agent cannot provide the Premises in a clean and fit condition at the time Tenant begins occupancy of the Premises, and is not able to substitute a reasonable comparable property, Agent shall refund to Tenant all payments made by Tenant. Agent shall conduct brokerage activities in regard to this Agreement without respect to the race, creed, color, religion, sex or national origin. The Dragonfly Group is not liable to the Tenant for any suspensions or interruptions of the electricity and/or gas and/or water supply for reasons beyond its control.

8. CANCELLATION: In the event of cancellation by the Tenant for any reason prior to thirty days before the beginning of the rental period, Tenant shall receive a refund of all payments made by Tenant, less an administrative fee of \$75.00. In the event of a cancellation by the Tenant for any reason less than 30 days before the beginning of the rental period, Tenant shall not receive any refund, and all monies received will be retained as liquidated damages. Tenant, rather than Agent, shall be responsible for seeking reimbursement of any fees paid by Tenant to Agent prior to Tenant's cancellation.

9. TRANSFER OF PREMISES: If the owner voluntarily transfers (sells) 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 60 days or less after the grantee's interest in the Premises is recorded. Tenant has no right to enforce the terms of this Agreement if Tenants occupancy is to end more than 60 days after such recordation. If the grantee does not honor this Agreement, Tenant is entitled to a refund of all advance rent paid by Tenant. Within

10 days after transfer of Premises, the grantee or the grantee's agent is required to notify Tenant in writing of the transfer of the Premises, advise Tenant whether Tenant has the right to occupy the Premises subject to this Agreement, or receive a refund of any payments made by Tenant.

Upon termination of the owner's interest in the Premises, the owner, owner's agent or real estate agent is required to transfer all advance rent paid by Tenant 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, or if Tenant's occupancy under this Agreement is to end more than 60 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 must be transferred to Tenant within 30 days.

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 the Tenant all advance rent paid by Tenant within 30 days after the transfer.

10. EXPEDITED EVICTION: The expedited eviction procedures set forth in the Vacation Rental Act applies to this agreement. Tenant may be evicted if Tenant holds over in possession after Tenant's tenancy has expired; commits a material breach of any provision of this Agreement that according to its terms would result in the termination of tenancy; fails to pay rent as required by the Agreement; or has obtained possession of the Premises by fraud or misrepresentation.

11. INDEMNIFICATION AND HOLD HARMLESS; ASSIGNMENT; RIGHT OF ENTRY: 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 caused by the 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.

12. TOBACCO USE: NO USE OF ANY TOBACCO PRODUCTS shall be allowed inside the Premises. Tenant's breach of this provision shall be considered material, and shall result in the termination of Tenant's tenancy and forfeiture of security deposit.

13. KEYS: The Tenant should undertake not to make copies and not to deliver the keys to third parties. The loss and/or damage of the keys and/or lock shall be indemnified by the cost of a new lock and 5 sets of new keys.

14. THEFT: We will not be liable to the client for any thefts perpetrated, with or without break-in or physical damages.

15. The Client accepts that any claim and dispute relevant to this agreement is under the jurisdiction of and the laws of the State of North Carolina.

16. OCCUPANCY TAX -The Graham County Travel and Tourism Bureau assesses a 3% Occupancy Tax on Occupancy Sales for rental properties in Graham County. The Dragonfly Group will collect this tax from the Tenant together with the rent and will remit the tax to the Graham County Finance Officer.

17. OTHER TERMS AND CONDITIONS:

1. NO towels are to be hung on railings of rentals.
2. NO house parties.
3. NO grilling on decks or porches.

4. NO fireworks on any of the premises.
5. NO moving of furniture.
6. NO phone calls charged to unit phone.
7. NO washing automobiles at unit.
8. NO storage of personal items on pavilion or outside decks or porches.

TENANT:

(Printed Name)

(Signature of Renter)

Date: _____

THE DRAGONFLY GROUP, INC

Name of party representing DRAGONFLY GROUP, INC Title

Date: _____

For more information on the Dragonfly Cottage, please visit: <http://dragonflycottagenc.com/>