**Rental Agreement**

**POLICIES & PROCEDURES**

***Vacation rental agreements.***

(a) A vacation rental agreement executed under this Chapter shall contain the following notice on its face which shall be set forth in a clear and conspicuous manner that distinguishes it from other provisions of the agreement: "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."

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This Cabin Rental Agreement is a legally binding agreement between Guest, Booking Agency and Owners. Information regarding individual listings is believed accurate but cannot be guaranteed. Mountaintop Getaways NC serves as the Agents and represents the Owners of vacation properties in its rental program, and is acting at all times, in and for the best interest of the property Owners. Guests are a licensee of the Owner and not a tenant; and Guests are not acquiring any interest in the property. Mountaintop Getaways NC Reserves the right to refuse service to anyone at any time. All rental properties are rented without regard to race, color, religion, sex, national origin or handicap. Registering guest must be age 25 or above and must be in attendance at the cabin / property. By submitting their reservation, guest confirms they are 25 years or older.

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**1. GUEST VERIFICATION & SCREENING:**

For security, we verify and screen our guests prior to accepting and finalizing bookings. Upon booing, guest will receive our Guest Verification Form which is required to be completed within 48 hours of booking to confirm the reservation. We utilize a guest screening process in which the application must match the primary guest name on the reservation. Once the form is completed, reviewed, and accepted, the primary guest will receive confirmation that your booking has been accepted. Additionally, guests are required to provide a full guest list 7 days prior to check-in by submitting our Guest Information Form. A valid government issued ID will be required for the primary contact and secondary contact along with any guest making a payment towards the reservation to match the cardholder's information. Mountaintop Getaways NC holds the right to request valid government issued ID's of any and all guests staying at the property prior and during the stay.

**2. RATES & FEES:**

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Guests acknowledge, understand, and agree that the moment Guests give Mountaintop Getaways NC their credit card information Mountaintop Getaways NC is authorized to charge credit card for the rental amount agreed upon including cleaning fees, optional Damage Protection, security deposit, processing fee, and lodging tax. In addition, Mountaintop Getaways NC is authorized to charge any costs involving additional guest fees if the number of guests turn out to be higher than the amount reserved during the reservation payment process. Mountaintop Getaways NC is also authorized to charge for any damages caused by the guests.

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Guest shall provide a guest list prior to receiving driving directions and entry credentials from the company. If you are found to exceed the maximum occupancy of your cabin, it will be considered a breach of contract and may result in immediate eviction with **NO REFUNDS OR REBATES.** It is suggested to discuss the TOTAL number of Guests with the company as this will be verified by maintenance crew and surveillance cameras at the entrance gate. Failure to provide proper information of guests WILL RESULT IN IMMEDIATE TERMINATION of your stay. The properties are under a STRICT OCCUPANCY POLICY and CANNOT EXCEED the total allowed.

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**3. CANCELLATION AND RESCHEDULING POLICY:**

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Cancellations, rescheduling, or changes must be submitted in writing and confirmed received by Mountaintop Getaways NC no later than sixty (60) days prior to check-in date for single home rentals and (120) days prior to check-in for multi-home rentals, in order to receive refund, less a 3.5% processing fee PLUS TAX. If cancellations, rescheduling, or changes are made less than sixty (60) days prior to check-in date for single home rentals or (120) days prior to check-in for multi-home rentals **NO REFUNDS OR REBATES** will be offered. Mountaintop Getaways NC is not responsible for Guests inability to arrive or if Guests chooses to depart early for any reason, or if members of Guests party do not show up. **NO REFUNDS OR REBATES** will be offered.

**4. REFUNDS:**

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This Cabin Rental Agreement is a legally binding agreement between Guests, Booking Agency & Owners. Your reservation binds you to a specific period of time. Mountaintop Getaways NC will make every reasonable effort to correct any problem that arises during your stay in a timely manner. There should be no expectation of refund, and there will be no refund in the event that something associated with the property is not working to your satisfaction. There will be no refunds or compensation for: Acts of God, Mother Nature (i.e. Snow/Ice), acts of war or government agencies, road closures or maintenance, gas shortages, power outages or water outages. Cancellations prior to check-in less than 60 days or 120 days in multiple home reservations will not be refunded.

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**5. PAYMENT PLANS:**

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Mountaintop Getaways NC offer payment plans for bookings made three (3) or more months in advance. Payment plans require a minimum of 25% deposit to hold the reservation. Payment plans have a 3.5% processing fee per transaction. The total balance of the reservation including cleaning fees, processing fees, and taxes is due 30 days prior to check-in. This does not include the refundable $500 damage deposit which will be collected 7 days prior to check-in. To enroll in a payment plan, please contact Mountaintop Getaways NC directly to discuss the plans available. When enrolling in a payment plan, guests authorize Mountaintop Getaways NC to automatically charge the credit card on file for the payment installment due on the dates agreed upon in the payment plan. Guests may change the credit card on file 3 days prior to the set processing date.

**6. INSURANCE:**

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***Travel Insurance:***

Vacation Rental Insurance has been made available with your reservation. Vacation Rental Insurance provides coverage for the loss of prepaid, non-refundable expenses due to certain unforeseeable circumstances that may jeopardize your vacation investment and force you to incur unplanned expenses. Trip Cancellation and Trip Interruption coverage is available for events such as a sickness or injury of yourself, family member or traveling companion; flight delays due to adverse weather; interruptions of road service; terrorist acts; and mandatory evacuations. The plan also includes other valuable coverages such as Medical and Dental, Baggage, and Emergency Assistance and Transportation in addition to useful services such as identity theft, concierge and 24/7/365 emergency assistance. We strongly recommend you purchase this valuable protection. Additional terms and conditions apply; please read your carefully and contact Generali Global Assistance at 866-999-4018 with coverage questions. You can review here:

<https://www.csatravelprotection.com/certpolicy.do?product=GR330>

***Damage Insurance:***

As a part of your stay, you may purchase a Vacation Rental Damage Protection plan designed to cover unintentional damages to the rental unit interior that occur during your stay provided they are disclosed to management prior to check-out. If purchased, the policy will pay a maximum benefit of $5,000.00. Any damages that exceed $5,000.00 or are not covered under the plan will be charged to the credit card on file. If, during your stay at one of our rental properties, an insured person causes any damage to real or personal property of the unit as a result of inadvertent acts or omissions, the Insurer will reimburse the Insured for the cost of repair or replacement of such property up to a maximum benefit of $5,000.00. Certain terms and conditions apply. Full details of the Vacation Rental Damage coverage are contained in the here:

<https://www.csatravelprotection.com/certpolicy.do?product=G-20VRD>.

The Vacation Rental Damage Protection can be purchased up to, and including at, check-in. By submitting payment for this plan, you authorize and request Customized Services Administrators, Inc. d/b/a Generali Global Assistance & Insurance Services to pay directly Mountaintop Getaways NC, LLC any amount payable under the terms and conditions of the Vacation Rental Damage. Please contact Mountaintop Getaways NC, LLC directly if you do not wish to participate in this assignment.

**7. CHECK-IN, CHECK-OUT TIMES:**

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Check-in time is any time after 4:00 PM; check-out is any time prior to 10:00 AM. Cabin will not be available until check-in time of 4:00 PM. Guest acknowledges Agreement/Contract and authorizes Mountaintop Getaways NC to charge their credit card on file one full night's rental for check-in earlier than 4:00 PM or a check-out later than 10:00 AM. No Check-In or Check-Out allowed on any Holiday, Thanksgiving Day, Christmas Day, New Year’s Day.

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**8. PET POLICY:** Only selected properties that are PET FRIENDLY allow pets at an additional fee. Cabins listed as NOT PET FRIENDLY DO NOT ALLOW PETS in order to maintain allergy free cabins available for Guests with allergies.

Failure to comply will result in IMMEDIATE TERMINATION OF YOUR STAY.

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$150 PET FEE APPLIES PER PET FOR MAXIMUM OF 2 PETS –

Call our office to book with a pet. Guests acknowledge, understand, and agree that for Mountaintop Getaways NC to continue to offer DOG-FRIENDLY CABINS the following items must be adhered to:

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* Limit of animals to 2 pets unless prior agreement is reached. Please notify our office for pets over 30 pounds or for more than 2 pets. Prior approval from office is needed and must be noted on your reservation.

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* Pets are only allowed in Pet-Friendly Cabins. Pets brought to a non-pet-friendly cabin are not allowed. Certain cabins are animal-free due to sever allergies and do not allow any pets, no exceptions. ​If you have a service-pet, you must follow the same procedure of notifying our office at the time of booking for a list of homes that can best accommodate the guests and service-pet. Guests agree that any damage caused by the service-pet will go against the security deposit.

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* Pets are only allowed in Pet-Friendly Cabins. Pets brought to a non-pet-friendly cabin are not allowed. No Exceptions.

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* Pets are not permitted in hot tub. Guests agree to pay minimum of $150 cleaning fee if pet gets in the hot tub. This is a separate charge from the Pet Fee amount.

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* Pets must be completely housebroken, well behaved, and pest free.

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* Pets are not allowed on furniture or in any of the bedrooms. Guests will be charged a cleaning fee of no less than $375 if pet hair causes a delay in cleaning services. We will charge an additional cleaning fee for soiled comforters. Guests agree that they will **NOT** use any linens or towels on pets at any time.

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* Pets shall NOT be left uncrated while alone in cabin.

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* Guests agree to pay for any damages caused by pets. If pets have an accident in cabin, all clean-up will be performed by the Guests. Guests further agree to pick up waste from the grounds and deposit in plastic bags and then put into the outside garbage cans. Guests agree that failure to comply with clean-up of either inside cabin or outside cabin will result in an additional cleaning charge of no less than $375.

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* Guests agree to be in full control of their pets at all times and take full responsibility for their pets. For your dog’s protection, please keep him/her on a leash at all times and be wary of other animals, wildlife or dogs in the mountain. You are surrounded by thousands of acres of forest; pets can get lost very easily if they are loose and off a leash.

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* If any of these Pet Policy items are not met, Guests are in violation of this Agreement/Contract. Guests acknowledge Agreement/Contract and authorize Mountaintop Getaways NC to charge their credit card on file for any damages sustained. Mountaintop Getaways NC **WILL NOTIFY** Guests of additional fees, but **WILL NOT SEEK** authorization at time of charge. **THIS AGREEMENT VERIFIES** that Guests **WILL ADHERE TO THE POLICIES LISTED. FAILURE TO DO SO WILL RESULT IN FILING THESE ADDITIONAL CHARGES LISTED AND GUESTS WILL AGREE TO IT.**

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**9. CONDUCT:**

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Each of our properties are privately owned and built to accommodate the number of guests shown on each property description. Mountaintop Getaways NC does **NOT** permit weddings, wedding receptions, rehearsal dinners, parties, family reunions or any kind of party without prior notice. Large group celebrations that exceed the number of guests in which the property accommodates must be coordinated with Mountaintop Getaways NC and guests may incur additional fees. Any additional guests visiting at the property for any given time is not allowed and may lead to immediate termination of your stay.

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Maximum occupancy is stated in all accommodation descriptions. Guest further agrees that each guest over the age of 4, including visitors, will be counted as a guest on file with Mountaintop Getaways NC. Rollaway beds, inflatable mattresses & sleeping bags are prohibited.

**NON SMOKING** - All cabins are non-smoking. This is a mountain and it is a **FIRE HAZARD** to **SMOKE IN THE CABINS OR IN THE OUTSIDE OF ANY OF THE PROPERTIES. PLEASE REFRAIN FRM SMOKING. FINES CAN EXCEED $500 PER PERSON SMOKING IN ANY PART OF THE MOUNTAIN.**

No drinking of alcoholic beverages by persons under the legal age of twenty-one (21). Underage drinking is **NOT** allowed in rental properties. Guests agree that if Guests are arrested for underage drinking at rental properties or if any person contracted by Mountaintop Getaways NC observe Guests under the legal age of twenty-one (21) drinking alcoholic beverages, this Agreement/Contract may be terminated, and Guests evicted with NO REFUND OR REBATE at the option of Mountaintop Getaways NC. NO alcoholic games permitted inside the properties. NO BEER PONG or any other type of game consisting of alcoholic drinks on the property. This can cause damage to the wooden floors in which the guests will be responsible for. Illegal drug use is strictly prohibited.

Use of premises shall not be such as to disturb or offend neighbors or residents, including but not limited to; parties, excessive speeding through neighborhoods, riding of ATV's or Off Road Motorcycles/Dirt Bikes, excessive noise and/or obnoxious behavior, discharging of Firearms, BB/Pellet Guns, Water Guns, Paint Ball Guns, Potato Cannons, or Fireworks, etc. Mountaintop Getaways NC has the prerogative to terminate this Agreement/Contract and to demand that disruptive Guests vacate the premises, thereby forfeiting all monies to Mountaintop Getaways NC. Noise carries in the mountains, refrain from making excessive noise at any time during the day or night. Especially, between the hours of 8 pm - 8 am. Where there is a very strict policy to maintain an enjoyable and noise free environment for all Guests and Residents in the mountain and surrounding neighbors. Any violation of the above terms of conduct will result in immediate eviction / termination of your stay. NO REFUNDS OR REBATES will be offered.

**10. AMENITIES:**

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**KEYLESS ENTRY-** The properties managed by Mountaintop Getaways NC are setup with a Smart lock system to provide guests with keyless entry to the property. There is a white Hub located near the entrance of each home. Please do not touch, move, or unplug the hub at any time during your stay. Doing so will cause a disruption in your access to the property and may result in charges against the security deposit if damage is found on the device.

**SMART TV SYSTEM -** Homes have Smart TVs in common areas and in some to all bedrooms depending on the property. Guests are able to log in to their preferred streaming services throughout their stay. Please be sure to log out of your account prior to check-out.

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**FURNISHINGS/FURNITURE** - All furnishings/furniture in the cabin are in place as the owners wish them. Guests CANNOT MOVE ANY FURNITURE FROM ITS ORIGINAL POSITION IN THE HOME. The cabins are recorded as they are handed over to each guest prior to each stay. Guests agree to pay no less than $500 if furniture is rearranged in any way and maintenance crew needs to be contacted to move furniture back to its original position.

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**PROPANE & GRILLS** - Properties with propane grills are fueled by liquid propane, and under NO circumstances may Guests add charcoal or any derivative of charcoal to the propane grills. Guests agree that if Guests add charcoal to a propane grill, Mountaintop Getaways NC is authorized to charge no less than $150 to Guests on their credit card for cleaning of grill. Guests must provide their own propane as Mountaintop Getaways NC does not provide propane. Additionally, GRILLS MUST BE CLEANED AFTER EACH USE. Failure to leave the grill cleaned will result in an additional $75 charge for cleaning the grill. Please make sure the grease pan is emptied after each use to avoid a FIRE HAZARD. GRILLS are located outside by the rails separated from the cabins. UNDER NO CIRCUMSTANCES can any guest relocate the grills under a porch or any other area near the cabin.

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**FIREPLACES** – UNDER NO CIRCUMSTANCES LEAVE FIREPLACES UNATTENDED. All FIREPLACES ARE GAS, AND THEREFORE SHOULD OPERATE WITH THE GAS PROPANE ATTACHED TO THE UNIT. NO WOOD BURNING IS TO BE USED IN ANY OF THE HOMES!!!

FIREPLACES are only operable between October 1 and April 1. Using fireplaces outside of these dates is strictly prohibited as it disturbs the zoning of the HVAC and can result in damaging the A/C UNIT causing this to be charged to the Guest.

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Guests acknowledge, understand, and agree that fireplaces are seasonal and are only operational from October 1st through April 1st. No other items may be burned in gas log fireplace, including but not limited to; sticks, wood, charcoal, lava rocks, etc. Gas logs may not be moved or restacked; guest agrees to pay not less than $500 if logs have been moved or broken. If any assistance is needed to operate the fireplace, you will need to contact Mountaintop Getaways NC and have an agent assist you and send a maintenance crew member.

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**FIRE PITS** - Guests acknowledge, understand, and agree that fire pits may be used year-round (unless we are under a mandatory fire ban), however, firewood is NOT provided for use in the fire pits. Guests must provide their own hardwood logs to burn in fire pits - firewood at the cabin cannot be used in fire pits. If a property does not offer a fire pit guests will not make one, provide one or create any sort of bomb fire in any part of the property. Guests agree to pay no less than $500, if any other items are burned in fireplaces or if Mountaintop Getaways NC wood is used in fire pit. Gasoline is prohibited in or near the area of the fire pit and cannot be used to enhance fire.

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**HOT TUBS** - Guests may not add any objects or chemicals to the hot tubs. Guests agree to pay no less than $500, if hot tub has been compromised in such a manner that results in cleaning services being delayed. Hot tubs have been cleaned prior to Guests arrival. Guests agree to pay an additional charge of $150 if Guests request an additional cleaning of hot tub during stay. Guests understand that hot tub usage is at their own risk and will not hold Mountaintop Getaways NC or Property Owner responsible for any injury. **It is absolutely forbidden for children to be in the hot tub without a responsible adult. NO REFUNDS OR REBATES** will be offered.

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**11. MAINTENANCE ISSUES:**

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In case of a breakdown of any property equipment, guests shall notify Mountaintop Getaways NC immediately. Mountaintop Getaways NC will make every reasonable effort to correct any problem that arises during your stay in a timely manner. We cannot guarantee; heat, air conditioning, electricity, wi-fi, water, appliances, cable, satellite, television, telephones, electronics, gas logs, grills, hot tub, etc. NO REFUNDS OR REBATES will be given. Should a repair person make a call to repair or replace a unit that is found to be in non-working order and the problem was due to Guests oversight, neglect or misuse, Guests agree that the repair call costs may be billed to the Guests credit card on file. Guest agree to not attempt to repair any electronics, utilities, or appliances on their own prior to calling Mountaintop Getaways NC to report the issue. Only if instructed to do so can a guest follow steps provided by Mountaintop Getaways NC to reboot an electronic device or appliance including thermostat, fire alarms, wi-fi router, and hubs. Guests will sometimes leave windows and doors open throughout the property causing the a/c system to freeze and stop working. This sort of negligence may result in an unnecessary repair that will ultimately be charged to the guest. Additionally, Guests must be vigilant of children and other parties in their group who flush down items in the septic system causing plumbing issues and this can result in an unnecessary cost to the Guest and the inconvenience of having to wait for the problem to be repaired. Leaving the lights on in all of the rooms and areas not being utilized at once can result in breaker outage. Please discuss with your other parties in your group to turn off lights when leaving rooms, bathrooms, common areas not in use. This simple step can avoid a breaker outage in your home causing an unnecessary inconvenience. Treating these homes like you would your own home and following the guidelines will allow you to enjoy an excellent stay and avoid the many unnecessary issues created by negligence or carelessness.

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**BEAR - DEER - LADYBUGS - INSECTS** - Guests are in the mountains and woods and depending upon the time of year may encounter wildlife such as Bear, Deer, Coyote, Turkey, Ladybugs, Carpenter Bees, Honey Bees, Wasps, Scorpions, Spiders, (even Black Widow Spiders), Copperhead Snakes, other Snakes, Wolves, Fox, Opossums, Ticks, Ants, Chiggers, Raccoons, Squirrels etc. Guests are encouraged to dress accordingly and to bring insect repellent for outdoor activities. NO REFUNDS OR REBATES will be offered for inconveniences due to but not limited to; insects/wildlife.

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**CONSTRUCTION** - Guests acknowledge, understand, and agree that construction of new accommodations and attractions occur in resort areas. NO REFUNDS OR REBATES will be offered for inconveniences due to but not limited to; construction, construction noise, road repair, and maintenance. This is not common, but may occur at any given time without notice.

**12. RIGHT OF ENTRY:**

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Guests acknowledge, understand, and agree that Mountaintop Getaways NC reserve the right to enter property at any time to investigate disturbances, check occupancy, check damages, make repairs, alterations, and improvements, as Mountaintop Getaways NC deem necessary.

**13. ITEMS LEFT BEHIND:**

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Mountaintop Getaways NC is not responsible for any items Guests leaves behind in any part of the cabin or property. If guest would like items shipped a fee of $25 plus UPS shipping costs for the return will be charged to credit card. Items will be discarded or donated if not requested in writing after 7 days.

**14. DAMAGES TO PROPERTY:**

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Premises are to be left in clean, undamaged condition, and Guests must follow check-in and check-out procedures located in the handbook inside the cabin. Properties have been cleaned and inspected prior to the arrival of Guests. Guests agree to call Mountaintop Getaways NC if any damages are noticed at time of entry. Repairs for any damage to the property is subject to be deducted from the security deposit. Mountaintop Getaways NC reserves the right to charge the credit card on file for any repairs needed for damage done to the property in the case the required repairs exceed the security deposit.

**15. SECURITY DEPOSITS:**

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Refundable Deposit will be automatically charged on the credit card on file 7 days prior to check-in and may be refunded 7-10 business day after check-out providing the cabin is left as instructed in our check out procedures and no extra cleaning is required, nor any damage is done to the property. In addition, it will be requested for additional cleaning. Additional cleaning charges are, but not limited to, throwing away garbage inside the property which should be left outside in the garbage bins and inside garbage bags. NO loose trash. Washing dishes not left inside the dishwasher as requested in check out process. Leaving food in the oven, refrigerator and throughout the kitchen area. Stripping bed linens and taking all linens to laundry area is part of the check-out process. Failure to do so is a cause for extra cleaning time. Picking up any garbage, beer bottles, solo cups, balloons or loose trash throughout the yard and surrounding outdoors of the property.

**16. AGENCY DISCLOSURE:**

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Mountaintop Getaways NC strives to comply with all reservation requests for specific vacation properties. However, due to ownership changes, properties being removed from rental program, mechanical problems, or other unforeseen circumstances, Mountaintop Getaways NC cannot absolutely guarantee a specific property. Mountaintop Getaways NC reserves the right to change property unit assignment without liability should rental property become unavailable. Where comparable properties are not available Guests will have the option of selecting from available properties at the published rate or receiving a complete refund. Due to liability issues, Mountaintop Getaways NC will be unable to provide prospective renters with directions or keys to preview properties. Information regarding individual listings is believed accurate but cannot be guaranteed.

**17. VIOLATION OF AGREEMENT/CONTRACT:**

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Guests acknowledge, understand, and agree that Mountaintop Getaways NC reserves the right to remove renter if any of the of Agreement / Contract items are not met. NO REFUND OR REBATE will be offered.  
  
**18. EXPEDITED EVICTION:**

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A material breach of this Agreement by Guests, which, in the sole determination of Mountaintop Getaways NC, results in damage to the Premises, personal injury to Guests or others, a breach of the peace, a nuisance to others, or a violation of criminal law or local code, shall be grounds for termination of Guests tenancy. Violation of any of the rules contained herein will result in IMMEDIATE EVICTION AND TERMINATION OF THE STAY and forfeiture of rent and Security Deposit. If the tenancy created hereunder is for 30 days or less, the expedited eviction procedures set forth in the Cabins Act will apply. Guest(s) may be evicted under such procedures if Guest(s): (I) hold over in possession after Guest(s) tenancy has expired; (II) commit a material breach of any provision of this Agreement that according to its terms would result in the termination of Guest(s) tenancy; (III) fail to pay rent as required by this Agreement, or (IV) have obtained possession of the Premises by fraud or misrepresentation. Any reservation made under false pretenses will result in forfeiture of advance payments and the party will not be permitted to check-in.

**19. DISPUTES:**

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This Agreement/Contract shall be governed by and interpreted in accordance with the laws of the State of North Carolina and be treated as though it were executed in the County of Surry, State of North Carolina. Any action relating to this Agreement/Contract shall be instituted and prosecuted only in the Surry County Superior Court, North Carolina. Guests specifically consent to such jurisdiction and to extraterritorial service of process.

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**20. INDEMNIFICATION AND HOLD HARMLESS:**

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Guests acknowledge, understand, and agree that Guests shall be solely responsible for any property damage, accident or injury to any person or loss sustained by any person, including loss of money, jewelry, and other items of personal property, arising out of or in any way related to Guests use of the premises or the items of personal property provided by Mountaintop Getaways NC, the Owner at Guests request. Guests shall inspect and be familiar with proper use and application of such items prior to using them. Guests hereby agree to INDEMNIFY and hold Mountaintop Getaways NC, its affiliates, employees, owners and officers; and/or Homeowners harmless from any and all claims including those of third parties, arising out of or in any way related to Guests use of premises or the items of personal property provided therein. Guests hereby agree to hold Mountaintop Getaways NC and/or homeowner, employees and officers harmless and to indemnify same against any and all claims which may arise during and after the course of rental as a consequence of any acts or omissions of Mountaintop Getaways NC and/or cabin owner, employees and officers. Guests assume the risk of injury or other losses relating to any recreational activities and will hold owner Mountaintop Getaways NC harmless with respect thereto.

**21. GROUPS:**

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When renting 2 or more cabins on the property, the house rules found on this document continue to apply to each individual home. The number of guests in one home at any given time cannot exceed the maximum capacity specified for each property unless otherwise agreed upon in writing by a team member at Mountaintop Getaways NC. Mountaintop Getaways NC welcomes organizations, corporate retreats, churches, schools, production teams and special events but we must receive prior notice as these require separate processes and procedures, documentation, and possible fees. Mountaintop Getaways NC has designated gathering areas and homes for groups that exceed the standard rental accommodations.

**22. VEHICLES AND ROADS:**

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A maximum of 6 vehicles are allowed to be parked on the driveway of each home at any given time. Guests must provide a full list of the make and model of each vehicle tied to the reservation twenty-four (24) hours prior to check-in. If the make and model is unknown at the time of list submission, for reasons such as a rental car, guests must submit the make and model of any missing vehicles on the first night of their stay. Guests agree that they will not bring more than the vehicles listed under their given reservation per rented cabin into the property. If additional vehicles are required for any reason, guests must contact and receive written approval from Mountaintop Getaways NC prior to check-in. UNDER NO CIRCUMSTANCES are RV’s, Motor Homes, ATV’s, Dirt Bikes, Buses and any other Off-Roading vehicles Permitted on the Property At All. None of Mountaintop Getaways NC’ properties require four-wheel drive vehicles to access. However, please be advised, unless otherwise noted, all of the roads leading to our cabins will be; mountainous and/or hilly, may have gravel and dirt, may be bumpy, and none of the roads have guardrails along the way. They are driven daily in two-wheel drive vehicles. Mountaintop Getaways NC is not responsible for road conditions or driver’s ability. If guests schedule a private tour or transportation which requires a charter bus or other large vehicle during their stay, guest must contact and coordinate with Mountaintop Getaways NC to receive instructions on the designated pickup area for your tour.

**23. REVIEWS AND SUBMITTED IMAGES**

Guests agree if they sign a guest book in a cabin or any of our venues, submit a review, share an image on our social media sites or via email, tag us in a social media post or submission or anything similar that they are consenting to fair use by Mountaintop Getaways NC in advertisements, social media posts, newsletters, and all other print or electronic promotions or publications. If you prefer that we not use any of your submissions, you will need to notify us via [reservations@carolinagetawaycabins.com](mailto:reservations@carolinagetawaycabins.com), listing any place you left a submission that you do not want shared or used.

We Thank You for reaching out to Mountaintop Getaways NC as our goal is for ALL GUESTS to comply with policies and allow each one of our VERY IMPORTANT GUESTS TO EXPERIENCE AN AMAZING TIME IN ANY OF THESE MAGNIFICENT AND UNIQUE CABINS.