



**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.**

VACATION RENTAL AGREEMENT

This Vacation Rental Agreement (this “Agreement”) is entered into as of the Effective Date noted in the Lease Summary below, between **Ceres Cottage, LLC**, a North Carolina limited liability company (“Owner”) and the Tenant identified in the Agreement Summary below.

*[Remainder of Page Intentionally Blank]*

AGREEMENT SUMMARY

EFFECTIVE DATE: \_\_\_\_\_

OWNER: **Ceres Cottage, LLC**  
Phone: (910) 256-8974  
Email: Info@CeresCottage.com

TENANT: \_\_\_\_\_ (PRIMARY CONTACT)  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

MOBILE PHONE: \_\_\_\_\_  
EMAIL: \_\_\_\_\_

In this Agreement, "Tenant" shall refer to each individual and, collectively, all the individuals executing this Agreement, who, if more than one, shall be jointly and severally liable for all obligations and liabilities set forth herein.

PREMISES: **Ceres Cottage**  
**35 Juniper Creek Blvd.,**  
**Pinehurst, NC 28374**

TERM: Arrival Date: \_\_\_\_\_  
Departure Date: \_\_\_\_\_

RENT: Base Rent: \$\_\_\_\_\_ per day (week)

, together with any other charges owed by Tenant to Owner pursuant to this Agreement.

OCCUPANCY/SALES TAX: \$\_\_\_\_\_ per day (week)\*\*

\*\*Tax rates are calculated as of the time of this Agreement and applicable within the State of North Carolina; Moore County, North Carolina; and the Village of Pinehurst. Tenant shall be responsible for payment of all applicable taxes according to rates in effect at the time of occupancy.

Travel Insurance. If desired, initial here: \_\_\_\_\_

NOTE: TENANTS DECISION WITH RESPECT TO THE PURCHASE OF TRAVEL INSURANCE WILL AFFECT TENANTS RIGHTS IN THE EVENT OF A MANDATORY EVACUATION. SEE GENERAL TERMS AND CONDITIONS BELOW.

SECURITY DEPOSIT: \$\_\_\_\_\_

LOCATION OF TRUST ACCOUNT: First National Bank  
1 FNB Blvd.  
Hermitage, PA 16148

## GENERAL TERMS AND CONDITIONS

The Agreement consists of the Lease Summary, together with these General Terms and Conditions, the attached rules and regulations set forth on **Exhibit A** (the “Rules and Regulations”), and any other rules, regulations, and policies established by Owner from time-to-time. Owner and Tenant further acknowledge this Agreement is governed by the North Carolina Vacation Rental Act (the “Act”). Any capitalized terms not otherwise defined in the General Terms and Conditions shall be interpreted as defined in the Lease Summary.

**1. LEASE OF THE PREMISES.** Owner hereby leases to Tenant and Tenant agrees to lease from Owner the Premises, beginning on the Arrival Date, subject to the terms and conditions of this Agreement. Tenant shall use the Premises for residential purposes only and shall not use the Premises in any manner which Owner deems is injurious to Owner’s reputation, safety, or welfare or is otherwise injurious to the property or to any person whatsoever.

### **2. PAYMENT.**

A. Timing of Payment. Tenant paid all Rent, Occupancy/Sales Tax, and the Security Deposit in advance in consideration for the confirmation of Tenant’s reservation. Tenant authorizes Owner to disburse up to fifty percent (50%) of Tenant’s rent prior to Tenant’s occupancy of the Premises, and the balance of the rent upon the commencement of the tenancy, a material breach of this Agreement by the Tenant, or as otherwise permitted under the Act. Tenant agrees to pay a \$35.00 processing fee for any check of Tenant that may be returned by the financial institution due to the insufficient funds or because Tenant did not have an account at the financial institution. Tenant also authorizes Owner to disburse prior to Tenant’s occupancy of the Premises any fees owed to third parties to pay for any goods, services, or benefits procured by Owner for the benefit of Tenant, including, but not limited to, any fees set forth herein payable to Owner for reservation, transfer or cancellation of Tenant’s tenancy.

B. Trust Account. Any advance payment made by Tenant shall be deposited in a trust account with the financial institution identified in the Lease Summary. Tenant agrees that any advance payment may be deposited in an interest-bearing account and that any interest thereon shall accrue for the benefit of, and shall be paid to, Owner as it accrues and as often as is permitted by the terms of the account.

C. Security Deposit. Any security deposit collected may be applied to actual damages caused by Tenant as permitted under the North Carolina Tenant Security Deposit Act. In addition, Owner may deduct from the security deposit the amount of any unpaid long distance or per call telephone charges and cable television charges that are not specifically described in this Agreement (including any addenda hereto) as being included with the Premises. Owner shall apply, account for, or refund Tenant’s security deposit within forty-five (45) days following the end of the tenancy.

D. Cancellation. Tenant understands and acknowledges that Tenant shall only receive a refund of payments made by Tenant in accordance with the cancellation policy set forth in the Rules and Regulations. Any refunds owed to Tenant shall be made less a One Hundred Dollar (\$100.00) cancellation fee. Tenant, rather than Owner, shall be responsible for seeking reimbursement of any fees paid by Tenant to Owner for goods, services, or benefits procured by Owner from third parties for the benefit of Tenant that may have been paid out prior to Tenant’s cancellation. Tenant understands and agrees that this Agreement or Tenant’s right to use the Premises may not be assigned or sublet to another party in whole or in part without Owner’s express prior consent, which may be withheld in Owner’s sole discretion.

NOTE: Travel insurance may provide coverage for losses incurred by Tenant in the event of a cancellation.

### **3. TENANT OBLIGATIONS.**

A. General Duties. Tenant agrees to comply with all obligations imposed by the Act on Tenant with respect to 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 in the common areas and remainder of the Premises that Tenant uses; not deliberately or negligently destroy, deface, damage, or remove any part of the Premises or knowingly permit any person to do so; and notifying Owner in writing of the need of replacement of or repairs to smoke detector, and replacing the batteries as needed during the tenancy. Tenant agrees not to use the Premises for

any activity or purpose that violates any criminal law or governmental regulation and may use the Premises for residential purposes only. Tenant's breach of any duty contained in this paragraph shall be considered material, and shall result in the termination of the Tenant's tenancy.

B. Occupancy Limits. Unless otherwise stated, occupancy of the Premises shall be limited to two persons per bedroom, including family, children and Tenant guests. Bedding arrangements in the Premises are portrayed only to illustrate possible sleeping arrangements and may not be taken as a representation of permitted occupancy. Tenant agrees to be responsible for ensuring that maximum permitted occupancy of the Premises is not exceeded during the term of this Agreement, and should contact Owner with any questions regarding permitted occupancy of the Premises.

C. Animals and Pets. No animals or pets of any kind shall be permitted in the Premises at any time, although reasonable accommodations will be made where otherwise required by law. Tenant's breach of this provision shall be considered material, and shall result in the termination of Tenant's tenancy. Should Owner discover that Tenant has or had an unauthorized pet in the Premises during the tenancy (whether or not Owner discovers the unauthorized pet during the tenancy or thereafter), Tenant shall be liable for the immediate payment of the standard pet fee of two hundred fifty dollars (\$250.00), multiplied by the number of pets discovered. Tenant understands Owner will not be able to ascertain the exact date and time that any unauthorized pet was present in the Premises for the purpose of establishing a prorated sum of any standard pet fee; accordingly, for the purposes of assessing the amount of the standard pet fee that Tenant may owe Owner pursuant to this Paragraph, Tenant agrees that the standard pet fee shall be calculated as though any unauthorized pet was present in the Premises on the first day of the Term. Tenant's failure to tender the standard pet fee required by this Paragraph immediately upon demand shall constitute a Default. The presence of pets in the Premises may hinder Owner's ability to re-rent the Premises to a future tenant, due to specific odors, dander, fleas, and other characteristics that may be objectionable to future tenants. As such, Tenant shall be liable to Owner for any costs associated with (1) deodorizing the Premises, and (2) professionally treating the Premises for the actual or suspected presence of fleas or ticks.

#### **4. OWNER OBLIGATIONS.**

A. General 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.

B. Owner Transfer. If the Owner voluntarily transfers 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 one hundred eighty (180) days or less after the grantee's interest in the Premises is recorded. If Tenant's occupancy is to end more than one hundred eighty (180) days after such recordation, Tenant has no right to enforce the terms of this Agreement unless the grantee agrees in writing to honor this Agreement. If the grantee does not honor this Agreement, Tenant is entitled to a refund of all advance rent paid by Tenant (and other fees owed to third parties not already lawfully disbursed.) Within twenty (20) days after transfer of the Premises, the grantee or the grantee's agent is required to (i) notify Tenant in writing of the transfer of the Premises, the grantee's name and address, and the date the grantee's interest was recorded; and (ii) advise Tenant whether Tenant has the right to occupy the Premises subject to the terms of this Agreement or receive a refund of any payments made by Tenant. However, the grantee shall have no obligation under (i) or (ii) above if this Agreement must be honored under the Act or if the grantee agrees in writing to honor this Agreement. Upon termination of the Owner's interest in the Premises, whether by sale, assignment, death, appointment of a receiver or otherwise, the Owner, Owner's agent, or real estate agent is required to transfer all advance rent paid by Tenant (and other fees owed to third parties not already lawfully disbursed) to the Owner's successor-in-interest within thirty (30) days, and notify Tenant by mail of such transfer and of the transferee's name and address. However, if Tenant's occupancy under this Agreement is to end more than one hundred eighty (180) 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 (and other fees owed to third parties to already lawfully disbursed) must be transferred to Tenant within thirty (30) days.

#### **5. DISCLAIMERS & WAIVER.**

A. No Warranty or Guarantee of Security or Safety. Owner, its agents, and representatives do not make any warranties, guaranties or representations regarding the security or safety of the Premises as it relates to the criminal

acts of third parties. Any such warranties or representations, whether express or implied, are hereby disclaimed. Tenant hereby releases Owner, its agents and representatives from any or all liability for the criminal or intentional acts of third parties. If security systems are present at the Premises, Owner makes no representation that any system (including, but not limited to, gates, doors, locks, or any other security feature) will prevent crime or injury. Owner reserves the right to modify or eliminate any security system at any time without notice and without such actions constituting a default of this Agreement or any other obligation.

B. No Reliance. Tenant understands and agrees that Tenant and Tenant's guests are exclusively responsible for protecting themselves and the Premises, and other guests from crime, fire and any other danger. If security systems are present in the Premises, Tenant agrees that the presence of any such system shall not cause Tenant or any guests to rely upon the security systems or to lower their vigilance in any way. Tenant shall be solely responsible for Tenant's own protection and safety as it relates to the actions, whether criminal or otherwise, of any third parties.

C. Interruptions in Service; Right of Entry. Owner shall not be liable for any failure to supply any utility services, nor shall Owner be liable for any damage resulting from an interruption or malfunction in service or any utility due to any cause, unless Owner supplied the utility AND Owner acted with gross negligence regarding same. Owner reserves the right to enter the Premises, with or without notice, during reasonable times for any inspections, maintenance, pest extermination treatments, alterations, or improvements deemed necessary or desirable in Owner's sole discretion, or to show the Premises to prospective tenants or buyers. Owner further reserves the right to enter the Premises, with or without notice, at any time deemed necessary in Owner's sole discretion to protect life or prevent damage to the Premises — including, but not limited to, turning on utilities during periods of cold weather to protect against the possibility of frozen pipes. Should Tenant fail or refuse to honor the requirements of this Paragraph, Tenant will be in Default and Owner may, in addition to all other remedies available under law or otherwise set forth in this Agreement, hold Tenant liable for special damages related to the loss of income and other monetary damages related to Tenant's act of preventing or otherwise discouraging Owner from either maintaining or improving the Premises or from showing same for sale or lease to third parties.

D. Assumption of Risk; Waiver of Claims. By signing this Agreement and taking possession of the Premises, TENANT FREELY AND VOLUNTARILY ASSUMES THE RISK OF INCONVENIENCE AND NUISANCE RELATED TO NOISES, SOUNDS, TOBACCO AND SIMILAR FORMS OF SMOKE, COOKING SMELLS, AND SIMILAR ODORS OR SUBSTANCES. TENANT UNDERSTANDS AND AGREES THAT THE CONCEPTS OF FITNESS AND HABITABILITY AND PEACEFUL, SAFE AND QUIET ENJOYMENT ARE STRICTLY RELATED TO THE PHYSICAL CONDITION(S) OF THE PREMISES ITSELF AS PROVIDED BY OWNER OR CONDITIONS THAT ARE DIRECTLY (NOT PROXIMATELY OR INDIRECTLY) CAUSED BY OWNER. TENANT AGREES THAT ISSUES SUCH AS NOISES, SOUNDS, TOBACCO AND SIMILAR FORMS OF SMOKE, COOKING SMELLS, AND SIMILAR ODORS OR SUBSTANCES ARE NOT DIRECTLY CAUSED BY OWNER, BUT INSTEAD SOLELY BY THE ACTS OR OMISSIONS OF NEIGHBOR(S) AND/OR THEIR GUESTS, AND UNLESS SUCH ACTS OR OMISSIONS ARE CRIMINAL IN NATURE, THE ONLY LEGAL REMEDY IS AGAINST THE NEIGHBOR(S) OR THEIR GUESTS UNDER A LEGAL THEORY OF PRIVATE NUISANCE. AS SUCH, TENANT WAIVES ANY AND ALL CLAIMS AGAINST OWNER THAT ARISE OUT OF OR ARE IN ANY WAY RELATED TO NOISES, SOUNDS, TOBACCO OR SIMILAR FORMS OF SMOKE, COOKING SMELLS, AND SIMILAR ODORS OR SUBSTANCES THAT MAY BE CAUSED BY NEIGHBOR(S) AND/OR THEIR GUESTS.

## **6. INSURANCE, RELEASE & INDEMNITY.**

A. 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 Tenant is unable to occupy the Premises because of the order. However, Tenant will not be entitled to a refund if, prior to taking possession of the Premises: (i) Tenant refused insurance offered by Owner that would have compensated Tenant for losses or damages resulting from loss of use of the Premises due to a mandatory evacuation order, or (ii) Tenant purchased such insurance through Owner.

B. Travel Insurance. Owner encourages Tenant to purchase vacation rental insurance for Tenant's trip. By opting out of vacation rental insurance you will not be eligible for any refunds in the event of a mandatory evacuation issued by the Village of Pinehurst or State of North Carolina.

\_\_\_\_\_ (Initial Here) I am declining Vacation Rental Insurance.

\_\_\_\_\_ (Initial Here) I wish to purchase Vacation Rental Insurance and understand that I am solely responsible for purchasing the policy.

C. No Liability for Personal Property. Neither Owner nor its agents are liable for any damage to, destruction of, or loss of any personal property located or stored in the Premises, regardless of the cause of such damage.

D. Indemnity for Certain Acts or Omissions. Tenant agrees to indemnify, defend and hold Owner — and its agents — harmless from and against all claims, liabilities and any other costs (including reasonable attorney's fees and court costs) arising out of:

(i) Any harm to person or property resulting from the negligent or intentional acts or omissions of Tenant or Tenant's guests;

(ii) Any injury resulting from any Default by Tenant;

(iii) Tenant's failure to comply with any requirements imposed by any governmental authority;

(iv) Any judgment, fine, lien, penalty, or any encumbrance against Owner or the Premises as a result of Tenant's actions or the actions of guests;

(v) The towing of any vehicles belonging to Tenant or any guests pursuant to any Rules and Regulations or any state or local law or ordinance; and

(vi) Any damages, expenses, and costs — to include reasonable attorney's fees — arising out of or in any way relating to injury to persons or property caused, whether directly or indirectly, by any animals owned or otherwise kept by Tenant or any guests.

**7. DEFAULT.** If Tenant fails to comply with any one or more of the terms and conditions set forth in this Agreement, or should Tenant fail to perform any other promise, duty or obligation under this Agreement or imposed by law, or if Tenant or any visitors or guests engage in or facilitate criminal activity of any kind, any such failure shall constitute an immediate, material, and instant default of this Agreement (a "Default"), without notice or warning of any kind. Upon any Default, Owner shall be entitled to collect any and all expenses, damages, and costs (including reasonable attorney's fees and court costs) arising out of or in any way relating to such Default. In addition to the foregoing, and in the event of a Default, the following shall also apply:

A. Right to Choose Remedies. Owner may, with or without notice, do any one or more of the following acts: (1) terminate Tenant's right to possession of the Premises without terminating this Agreement, AND/OR (2) exercise any other act or remedy described in this Section or provided by law, OR (3) terminate this Agreement.

B. Right to Immediate Possession of the Premises. Owner shall be entitled to immediate possession of the Premises, and as such, Tenant shall peacefully and affirmatively surrender the Premises to Owner, with or without a demand.

D. Right to Evict. If the tenancy created hereunder is for thirty (30) days or less, the expedited eviction procedures set forth in the Act will apply. 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 the Premises by fraud or misrepresentation.

E. Effect of Termination. If Owner terminates this Agreement, all of Owner's duties under this Agreement shall terminate, and Owner shall be entitled to collect all accrued and unpaid rents and damages arising under this Agreement. If Owner terminates Tenant's right to possession without terminating the Agreement, Tenant shall remain

liable for the full performance of all terms and conditions under this Agreement— including, but not limited to, the payment of Rent — and Owner shall use reasonable efforts to re-let the Premises on Tenant’s behalf, and in any event, Tenant shall remain liable for any resulting costs, unpaid Rent and additional rents and any other deficiencies or damages.

F. Cumulative Remedies. All remedies under this Agreement or allowed by law or equity shall be cumulative. Owner shall have the right, in its sole discretion, to exercise any one, or more, or all of the remedies described in this Agreement as well as any other remedy available at law.

G. Court Costs; Attorneys’ Fees. If any lawsuit by Owner against Tenant, including any summary ejectment lawsuit, establishes a Default by Tenant, Tenant shall pay all court costs associated with such action. Should Tenant be in Default, and should Owner retain an attorney to enforce such Default, Tenant shall owe Owner reasonable attorney's fees.

**8. NOTICES AND FORM OF DELIVERY.** Tenant agrees and represents that: Tenant’s email address and Telephone Number listed in Lease Summary if any, are valid; and Tenant consents to receiving email notices and SMS text messages from Owner. The parties agree that electronic means may be used to sign this Agreement or make any modifications the parties may agree to, and that any written notice, communication or documents may be transmitted electronically to any email address or mobile phone number used by the parties to communicate during the course of this Agreement. Any such notices are not to be considered unsolicited commercial notices but rather part of an ongoing and established business relationship and that Tenant understand that Tenant’s telephone provider may charge Tenant fees, and in such an event, Tenant fully consents and agrees to be solely responsible to pay such fees.

## **9. MISCELLANEOUS.**

A. Governing Law. This Agreement shall be construed consistent with the laws of the State of North Carolina.

B. Assignment and Subletting. Tenant may not assign this Agreement or sublet or otherwise rent the Premises to any other party in any manner or to any extent (even if for only one day or for a portion of a day), without first obtaining Owner’s prior express written consent. It is hereby understood and agreed that any consent obtained from Owner as to any assignment or subletting or other rental of the Premises shall not constitute a consent to any future assignment or subletting or rental, nor would any such consent release Tenant from liability under this Agreement.

C. Severability. In the event that any provision of this Agreement is deemed by any court of competent jurisdiction to be unenforceable, void, and invalid or otherwise not binding for any reason, the offending provision shall be severed and all other provisions of this Agreement shall remain in full force and effect.

D. Reliance on Rental Application. Owner has relied upon the rental application submitted by Tenant as an inducement for entering into this Agreement, and Tenant warrants that the facts contained in such application are true. If Owner determines or learns that any fact or representation in the application is false or deceptive or omits material facts, Tenant shall be in Default, and in such an event, Owner shall have all of the rights and remedies set forth in this Agreement, including, but not limited to, the right to terminate the tenancy immediately and seek possession of the Premises and collect from Tenant any damages incurred, including reasonable attorney's fees.

E. Waiver. Owner’s failure to insist upon the strict performance of the terms, covenants, agreements and conditions herein contained, or any of them, shall not constitute or be construed as a waiver or relinquishment of Owner’s rights thereafter to enforce any such terms, covenants, agreements, or conditions, but the same shall continue in full force and effect including, but not limited to, all remedies provided in Section 7.

F. Rules and Regulations. Tenant agrees to comply with any Rules and Regulations attached hereto as **Exhibit A** or which may now be later be established by Owner for the maintenance and operation of the Premises. The Rules and Regulations are, or otherwise shall be, referenced hereto and incorporated herein as part of this Agreement. Any violation of any one of such Rules or Regulations shall be construed as an immediate Default of this Agreement.

[Signatures on Following Page]

IN WITNESS HEREOF, the parties hereto duly execute this Agreement, whether by signing in the respective blanks below or via electronic means, as of the date first written above or otherwise noted via electronic signature, if applicable. By executing this Agreement, TENANT ACKNOWLEDGES HAVING READ AND AGREED TO ALL THE PROVISIONS OF THIS AGREEMENT. No subsequent amendment to this Agreement or any statement, oral or otherwise, by either party to this Agreement shall be binding unless it is IN WRITING AND SIGNED BY ALL PARTIES HERETO, with the sole exception of modifications to the Rules and Regulations.

**OWNER**

Ceres Cottage, LLC  
a North Carolina limited liability company



By: \_\_\_\_\_  
Name: Robert J. Merritt  
Title: President

**TENANT**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

*We operate in accordance with the Federal Fair Housing Act, as well as all state and local fair housing and civil rights laws. We do not discriminate against any person based on race, color, religion, gender, national origin, age, sex, familial status, handicap, disability, veteran status, or any other basis protected by applicable state or local laws.*

## Exhibit A

### RULES AND REGULATIONS



### **Cottage Rules**

We ask that Cottage guests *treat Ceres Cottage as if were their own property*. We understand that sometimes, accidents happen, and we don't expect or require perfection. Normal 'wear and tear' is expected but should be limited to things that can be dealt with by normal cleaning. If something is 'damaged' we expect the person(s) to bring it to the attention of our Executive Concierge immediately. If done, there will be no repercussions other than what would be fair and equitable. You are our guest and as such we will always treat you with the respect you deserve.

1. Only 'Friends of Ceres Turf' will be admitted. A 'friend' is a customer, a CTI dealer or distributor, CTI supplier, or anyone with a history of supporting Ceres Turf. So, your acceptance is a privilege we do not extend lightly.
2. No pets at any time, unless required by law.
3. Getting a Reservation: Step One → go to [www.cerescottage.com](http://www.cerescottage.com)

Select the days you wish to attend and email the completed "Request Form" to [reservations@cerescottage.com](mailto:reservations@cerescottage.com).

Then confirm your request by completing the reservation and paying the full amount at [www.cerescottage.com](http://www.cerescottage.com) Once payment is received you will get an authorization and "Reservation Code". Please refer to it in all future communications. As the person making the reservation, you are the "Principal" and responsible for anyone accompanying you while at Ceres Cottage. There is a minimum of a two (2) days stay.

4. While at Ceres Cottage, you are responsible for observing all the rules and requirements of *The Village of Pinehurst*. These include a 'noise ordinance' that requires no excessive noise after 10PM. This is observed and monitored closely by Village residents. In short, no loud parties out on the deck. Fortunately, we have a new, enclosed 'Carolina Room' that serves to contain and temper excessive noise.
5. You may cancel a reservation and receive a full refund thirty (30) days prior to the first day of your reservation; a 50% refund if 14 days prior; no refund if done less than 48 hours prior to first day of your reservation. All cancellations must be done in writing on our website at [www.cerescottage.com](http://www.cerescottage.com); no *verbal* cancellations.

For Scheduled Tournaments and the elevated pricing we have different refund rules. Up to three months prior to arrival one will get a 100% refund; at two months prior, 75% refund; at one month prior, 50% refund will be given and less than one month, there can be no refund.

There can be exceptional circumstances that will be handled on a 'one on one' basis with Ceres Cottage, LLC. decisions being final.

6. Only people listed on the reservation may be at Ceres Cottage, except with prior written approval.
7. No smoking inside Ceres Cottage, except in the *Carolina Room*.
8. Arrive after 3:30pm / Must leave Ceres Cottage by 10am on the last day of your reservation. If we are arranging for your pickup, at an airport or departure, your concierge will make all arrangements.
9. If we are making your tee times or other restaurant reservations, it is best to make your site 'requests' as soon as possible after you have completed your reservation. The way to give yourself the best possible chance of getting what you want at a convenient time is to make your request known at the initial booking. If you have asked us to make your reservation / tee times, we will do our best to get you exactly what you want, but we cannot be responsible for what is available. Most venues have specific time/date restrictions which must be observed. Modifications (additions or deletions) may be made in writing at any time with the understanding that any change increases the risk of getting exactly what you want.
10. Personal or business checks and ACHs will be accepted within the United States. Checks will be credited once they have cleared our bank. ACH's will be credited immediately. Reservations from outside the United States must prepay by International Wire Transfer. You will find all necessary ACH/Wire Transfer protocol on the Application Form.
11. Neither **Ceres Cottage, LLC** nor **Ceres Turf, Inc.** or anyone affiliated with us may be held responsible for making any reservations with outside vendors or venues (restaurant, tee times, massages, travel, flight or any other third party).
12. Once a booking is confirmed, the Principal is responsible for all applicable fees and/or charges (ie. cleaning fee). You will only be responsible for items you specifically request.
13. You will receive written confirmation and a confirmation number in your booking confirmation email. Please refer to this number in all correspondence.
14. Prior to a reservation being 'finalized', Full Payment must be received, and the Rental Agreement must be signed by the Principal.
15. Service providers, including the Executive Concierge, are not paid employees, therefore a reasonable gratuity, commensurate with the level of service(s) provided would be appreciated. [A suggested gratuity of \$10USD/person/day would be appreciated.] Exceptional requests, such as pre-stocking food items, will result in additional service and item charges.