

TAPOCO LODGE GENERAL TERMS AND CONDITIONS

THESE GENERAL TERMS AND CONDITIONS OF TAPOCO LODGE (these "**General Terms and Conditions**") are made part of any reservation or agreement by any guest ("**Guest**") to stay in a guestroom and/or use the common areas at the hotel property known as Tapoco Lodge (the "**Property**") owned by VOS3, LLC ("**Owner**"). In consideration of Owner granting the Guest the right to stay at the Property and other mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. **GENERAL.** Subject to full payment of the hotel fee agreed to by Owner and Guest (the "**Fee**") and the other terms and conditions herein, Owner hereby grants to Guest, and Guest accepts a temporary, revocable, non-transferrable, non-exclusive, limited license to enter, occupy and use the Property during the Term (defined below).
2. **TERM.** These General Terms and Conditions shall be for the number of nights set forth on the check-in reservation form for the Property (the "**Term**") commencing at the check-in time on the first day of the reservation (the "**Check-In Date**") and terminating at the check-out time on the last day of the reservation (the "**Check-Out Date**").
3. **CHECK IN / CHECK OUT. CHECK-IN TIME IS AFTER 4 P.M. EST** on the Check-In Date and **CHECK OUT TIME IS 10 A.M. EST** on the Check-Out Date. Early check-ins and late check-outs are not permitted without the prior consent of Owner.
4. **SMOKING.** The Property is a **NON-SMOKING** property. Smoking of any type is not permitted on the Property including guestrooms. Smoking is only permitted in the designated areas outside. Guest shall keep all ashes and butts outdoors in the provided receptacles at all times. If Guest smokes outside of the designated areas on the Property or in a guestroom a cleaning fee of three hundred dollars (\$300.00) will be charged.
5. **PETS.** Pets are allowed only in rooms designated as pet-friendly and a cleaning fee of seventy-five dollars (\$75.00) will be charged. All pets must be on a leash when outside of the guestroom and on the Property.
6. **PRIMARY GUEST.** Guest must be generally present on or around the Property throughout the entire Term. Proxy rentals, sublets, and/or sub-licensees are not permitted. Guest must sign these General Terms and Conditions and payments must be paid by and received from Guest. Guest must be at least twenty-one (21) years of age. Owner will not permit the Property to be used by **STUDENTS** or **SINGLES UNDER 21** years of age unless accompanied by an adult guardian or parent who is the Guest. Guest is responsible for all of Guest's invitee(s) (the "**Invitees**"). Guest shall make Invitees aware of these General Terms and Conditions, and Invitees, by entering the Property, agree to be bound by these General Terms and Conditions.
7. **RIGHT TO REFUSE SERVICE:** Owner is privately owned and operated and reserves the right to refuse service, evict, or cancel a reservation to anyone for any reason(s) that does not violate Federal or State laws. Owner may refuse service or evict Guest: for refusal or failure to pay the Fee or any other applicable charges; is under the influence of alcohol, drugs, or any other intoxicating substance and acts in a disorderly fashion as to disturb the peace of other guests or is not in compliance with state liquor laws; acts in a disorderly fashion as to disturb the peace of other guests; is unable to properly supervise the Guest's children or Invitees at all times; seeks to use the Property for an unlawful purpose; seeks to bring onto the Property an unlawfully possessed firearm or an explosive or hazardous or toxic substance that is unlawful to possess and that may be dangerous to other persons; destroys, damages, defaces, or threatens harm to Owner's property or guests or staff; causes or permits persons to exceed the maximum allowable occupancy of a guestroom; refuses to abide by the reasonable standards or policies established by Owner for the operation and management of the Property as described in these General Terms and Conditions. Owner also reserves the right to refuse service or cancel a reservation to Guest due to a past violation of these General Terms and Conditions.
8. **PAYMENT OF FEES AND CREDIT/DEBIT CARD AUTHORIZATION.** All reservations must be guaranteed with a valid major credit card or debit card. A valid photo ID is required and all Fees and taxes for the Term must be paid in full at the time of Check-In. Cash (USD) payment is welcomed with a signed and pre-authorized credit/debit card. Checks and foreign currency are not accepted. Guest agrees to and authorizes Owner to automatically charge/debit the credit/debit card on file each day that the charges occur for all incidentals, restaurant or gift shop room charges, granted stay extensions, or any other fees described within these General Terms and Conditions including, but not limited to, cancellation fees, smoking fees, additional occupancy fees, cleaning fees, and pet fees.
9. **CANCELLATION, NO-SHOW, AND EARLY DEPARTURE POLICY.** Reservations may be cancelled by Guest, without penalty, upon providing notice to Owner at least seventy two (72) hours, Property time, prior to the Check-In Date. Guest shall pay a cancellation fee equal to one (1) guestroom night plus tax for any reservation that is cancelled within seventy two (72) hours, Property time, prior to the Check-In Date. In the event that Guest does not arrive on Guest's scheduled Check-In Date, reservations in excess of one (1) night will be held until 11:00 a.m. the morning following Guest's scheduled Check-In Date. If Guest has not checked in by that time, a no-show fee of one (1) guestroom night plus tax will be charged to Guest's credit card and the balance of Guest's reservation will be cancelled. In the event that Guest does not arrive on Guest's scheduled Check-In Date, reservations of one (1) night will be subject to a no-show fee of one (1) guestroom night plus tax. Guests who check out after 11:00 a.m. on a date prior to their scheduled Check-Out Date are subject to an early departure fee of one (1) guestroom night plus tax. Owner is not responsible for weather conditions, personal emergencies, or schedule changes.

10. **HOLDING OVER:** Owner will use its best efforts to accommodate any Guest wishing to extend their stay subject to availability and current guestroom rates. Because of the nature of Owner's business, Guest understands and is hereby put on notice that any unauthorized "holding over" of the Property past the stated Check-Out Date could severely jeopardize Owner's business and cause loss of rental income from other previously booked guests, temporary and/or permanent loss of business, goodwill and reputation and, among other things, could force Owner to breach an agreement with other guest(s) who may have reservations during Guest's unauthorized "holding over" period. Guest should be aware that unauthorized "holding over" may entitle Owner to certain legal remedies and damages. Guest also recognizes the unauthorized "holding over" could be grounds in court as a cause of action for intentionally interfering with Owner's prospective business advantage or intentionally interfering with Owner's contract with another guest. In addition, Owner may charge Guest one hundred dollars (\$100.00) per hour past 10:00 a.m. that Guest remains on the Property on the Check-Out Date.
11. **NO REFUND POLICY.** Owner does not warrant or guarantee against mechanical failure of any equipment or appliance on the Property including, but not limited to: heating, ventilation, and air conditioning equipment, hot tubs, grills, televisions, cable boxes, satellite receivers, Wi-Fi hot spots, sound systems, stoves, microwaves, dishwashers, refrigerators, washers and dryers, or other amenities of the Property (collectively the "**Equipment**"). Guest shall report any inoperative Equipment to Owner immediately. Owner will make commercially reasonable efforts to repair such Equipment. No refunds or fee reductions will be given due to failure of Equipment. No refunds will be given due to storms or inclement weather, loss of power, or road conditions. Owner shall not be liable for events beyond Owner's control which may interfere with Guest's occupancy, use and enjoyment of the Property including, but not limited to: Acts of God, acts of government, fire, strikes, war, civil unrest, unforeseen equipment failures, or inclement weather. No refund will be given in these circumstances.
12. **MAXIMUM OCCUPANCY.** Guestroom occupancy requirements are based on fire code/fire safety restrictions and the maximum occupancy for each guestroom is posted on the Property's website. The rates posted on the Property's website are for two (2) adult occupants and Owner shall charge an additional ten dollar (\$10) per adult per night plus tax charge to cover the additional cost of cleaning as long as the maximum occupancy of the guestroom is not exceeded. If Guest and Invitees exceed the maximum number of occupants allowed in a guestroom, Guest will be asked to rent an additional guestroom to properly accommodate the excess occupants or vacate the Property without refund.
13. **USE OF PROPERTY.** The Property is intended to be used as a hotel accommodation. **GUESTROOM PARTIES ARE NOT PERMITTED.** Use by any student group or student organization is not permitted. Guest agrees to conduct themselves in an orderly manner observing established rules and regulations.
14. **DAMAGE AND/OR THEFT OF HOTEL PROPERTY.** Guest shall keep the Property in good, clean, and sanitary condition. Guestrooms found in disorderly condition, unsanitary condition, or left extremely dirty will result in Guest being charged an excess cleaning fee of up to five hundred dollars (\$500.00). Guest shall be liable for any theft of the Property's contents or damage to the Property caused by the deliberate, negligent, accidental or reckless act of Guest or Invitees. Owner reserves the right to retain Guest's credit card and/or debit card details as presented at registration and charge or debit the credit/debit card such amounts as Owner shall in Owner's sole discretion deem necessary to compensate or make good the cost or expenses incurred or suffered by Owner as a result of the aforesaid theft or damages. Should this damage or theft come to light after Guest has departed, Owner reserves the right and Guest hereby authorizes Owner to charge Guest's credit or debit card for any damage or theft incurred during Guest's stay. In certain cases, Owner may pursue criminal charges against Guest for theft or damages.
15. **PERSONAL PROPERTY.** Owner is not responsible for any lost, stolen, or missing personal property of Guest. Owner will use commercially reasonable efforts to return items left behind to Guest at Guest's sole expense using the United States Postal Service. Owner will not return items by UPS or FEDEX. Guest's credit card will be charged packaging and postage, plus a \$10.00 handling fee. Owner is not responsible for any item lost, damaged, stolen, or misdirected during shipment by the United States Postal Service.
16. **NO COOKING, COOKING APPLIANCES, COMBUSTIBLES, OPEN FLAMES, OR FIREWORKS.** The safety of Owner's guests, staff, the Property, and the surrounding forest is extremely important to Owner. Except for the microwave and refrigerator units that the Owner provides, preparation of food in guest rooms by any type of cooking appliances is prohibited except in White Oak Cabin One (1) where a full kitchen is included. A minimum fee of three hundred dollars (\$300.00) will be charged for cooking in a guestroom other than White Oak Cabin One (1) including but not limited to hot plates, toaster ovens, water heaters, rice cookers, open flames, barbecue grills, burners, heating appliances, or any other device intended for cooking. Open fires, candles, flames or cooking grills, either charcoal or gas, and fireworks are not allowed anywhere on the Property except those provided by the Owner in certain situations at Owner's sole discretion.
17. **INFESTATION.** The cleanliness of the Property is extremely important to Owner and Owner's guests. If Guest, intentionally or unintentionally, causes any type of infestation in Guest's guestroom or the Property, Owner may charge Guest for any and all costs and expenses related to remediation of the infestation including, but not limited to, immediate or urgent response remediation services and loss of guestroom revenue.
18. **ALCOHOL POLICY.** Registered guests of legal age who choose may consume alcoholic beverages only in their guestroom if purchased on property. Open alcoholic beverages are not permitted in public areas except as otherwise posted. Alcohol consumed by a minor under the age of 21 and intoxication over the legal limit of any person regardless of age is strictly prohibited.

19. **QUIET HOURS.** Quiet hours are from 10:00 p.m. to 9:00 a.m. If Guest becomes aware of a disruptive guest, please contact the front desk staff immediately by guestroom phone or in person. Televisions, voices, or other devices must be kept at a respectful low level at all times. Doors should be opened and closed quietly. There shall be no congregating or running in halls.
20. **CHILDREN.** Well behaved children of Guest of all ages are welcomed on the Property. Children 12 and under stay for free when sharing a guestroom with one or more paying adult(s) in one of the Property's cabin rooms. Unfortunately, children 12 and under are not allowed to stay in the Property's lodge rooms. The parents, guardians, or chaperones of children are personally and legally responsible for and must supervise their children at all times. For safety reasons, please do not leave children unattended in guestrooms or allow them to be on the Property unsupervised. Guest understands that no special efforts have been made to "childproof" the Property and Guest accepts the risk and/or harm to any children on the Property.
21. **SWIMMING AND HIKING.** No lifeguard or ranger is on duty. Accordingly, persons wading or swimming in the river or hiking on the trails or in the woods do so at their own risk and the Owner assumes no responsibility for accident or injury. No one should swim or hike alone.
22. **HOT TUB. GUEST ACKNOWLEDGES THAT THERE ARE RISKS ASSOCIATED WITH THE USE OF A HOT TUB INCLUDING, BUT NOT LIMITED TO, HEALTH RISKS AND DROWNING. GUEST VOLUNTARILY ASSUMES THESE RISKS AND AGREES TO HOLD OWNER AND INDEMNIFIED PARTIES (AS DEFINED BELOW) HARMLESS FOR ANY INJURIES ARISING OUT OF USE OF THE HOT TUB.** No children under the age of twelve (12) are permitted in hot tubs at any time. Housekeepers empty, sanitize, refill and replenish chemicals in the tub prior to Guest's arrival; therefore, the tub may not be warm until later that evening. Hot tub covers are for insulation purposes only and are not designed to support the weight of a person or persons. **DO NOT STAND ON THE HOT TUB COVER**, it may break, and Guest will be charged for a replacement. When not in use, the hot tub cover should be left on to keep the water warm and conserve energy.
23. **FIREPITS.** There are designated firepits on the Property that the Owner, in Owner's sole discretion, may light at a Guest's request. Guest shall take extreme caution when around the firepit and take notice of the nearby water hose. Guest shall not leave the firepit unattended once lit and shall promptly notify Owner's employees once Guest is done using the firepit. Guest shall promptly notify Owner's employees of any problems related to the firepit. Guest assumes all risk related to Guest's and Invitee's use of the firepit.
24. **PARKING AT OWN RISK.** All vehicle(s) of Guest and Invitees must be listed on the registration at check-in. Parking for Guest and Invitees is free. Guest and Invitee vehicle(s) are parked at the risk of the vehicle owner. If a vehicle is left on the Property after the Guest has checked out without the written consent of the Owner, the Owner reserves the right to have the vehicle towed at the owner's expense. No vehicle repairs are permitted on hotel premises.
25. **WEBSITE DESCRIPTIONS AND PHOTOS.** Owner makes its best efforts to ensure that all the information and photos that appears on its website and other booking sites is accurate. However, no warranty expressed or implied is given that the information or photos provided on these sites are error free and current. Owner does not accept liability for any errors and/or omissions and reserves the right to change the information published at any time and without notice. Guestroom furnishings and amenities and decorating may change without notice.
26. **RATES.** All rates are quoted in United States currency, plus tax. Rates and taxes may increase without notice. Rates as advertised on the Owner website or any other website or promotional material are subject to change at any time and may increase or decrease at the Owner's discretion. Rates are based on double occupancy and are subject to availability.
27. **WiFi.** Tapoco Lodge Guest network does not require a password to use.
28. **MAINTENANCE ISSUES.** Maintenance requests and other issues arising during the Term may be reported by calling the front desk. Owner agrees to use commercially reasonable efforts to remedy any issue arising during the Term.
29. **USE OF SECURITY CAMERAS.** Guest understands and accepts that the Property may be protected with inside and outside security cameras. These cameras and their recordings may be used by the Owner at Owner's discretion for the protection of Owner's guests, visitors, vendors, the Property, and the Owner and these recordings may be turned over to law enforcement officials upon their request. There are NO cameras inside any guestrooms.
30. **PHOTOGRAPHY.** The Property uses live video and still photography to assist in the security and promotion of the Property. Guest hereby grants to the Owner the irrevocable and unrestricted right to use and publish photographs and videos of the Guest or Guest's Invitees while using the Property. Guest also hereby releases the Owner from all claims and liability relating to use of said photographs or videos.
31. **OWNER'S RIGHT OF ENTRY.** Owner reserves the right to enter the Property at any time for any reason including, but not limited to, to investigate disturbances, check occupancy, check damages, or make repairs, alterations and improvements. Owner also reserves the right to call law enforcement to enter the Property upon Owner's suspicion of illegal activity or to assist Owner in the enforcement of these General Terms and Conditions. Guest consents to any search and seizure conducted by Owner and/or a law enforcement officer.
32. **VIOLATIONS OF THIS AGREEMENT.** If Guest violates any part of these Terms and Conditions, Owner may terminate Guest's stay and enter and retake Property. Upon notice of termination of stay, Guest and Guest's invitee(s) shall immediately cease use of and vacate the Property and Guest shall forfeit the Fee and any other payments and deposits.

33. **FALSIFIED RESERVATIONS.** Any reservation obtained under false pretenses shall be subject to forfeiture of the any advance payment, deposit and/or the Fee, and Guest will not be permitted to check-in. Owner may immediately evict any Guest who checked-in under false pretenses.
34. **INDEMNIFICATION.** Guest acknowledges and agrees that Guest is solely responsible for itself and it's Invitee(s) on the Property during the Term, and is solely responsible for any property damage, accident, injury, illness or loss sustained by or to any person while on the Property. Owner, the members of Owner, and all employees, agents, and officers of the Owner (collectively the "**Indemnified Parties**") shall not be responsible or liable to Guest or Invitee(s) for any personal injury or illness or for any loss of or damage to any of the property of Guest or Invitee(s) resulting from use of the Property by Guest or Invitee(s). Guest agrees to indemnify the Indemnified Parties against and to hold the Indemnified Parties harmless from any and all claims, demands and/or causes of action and from and against any and all costs and expenses incurred by Guest or any other third party in connection with use of the Property, including, without limitation, reasonable attorney's fees, for injury to or illness of or the death of or for damage to or the loss of property of Guest or Invitee(s) occurring within, upon or about the Property. The Indemnified Parties shall not be liable for the actions of any third party due to said third party's fault or error or interruption of service (e.g. electricity, water, gas, cable, wireless provider, etc.). The Indemnified Parties shall not be liable for third parties engaging in activities such as construction or road repair and maintenance.
35. **RELEASE.** Guest, on behalf of itself, its children, and its Invitees (collectively, the "**Releasing Parties**") specifically agrees as follows: in consideration of the privilege of using the Property, and further recognizing the voluntary nature of the Releasing Parties' use of the Property, the Releasing Parties, intending to be legally bound, hereby promise to waive for the Releasing Parties and their respective guardians, heirs, executors, administrators, legal representatives and any other persons on the Releasing Parties' behalves, any and all rights and claims for damages, demands, and any other actions whatsoever, including those attributable to simple negligence, which the Releasing Parties may have against the Indemnified Parties which said injuries arise out of any use by the Releasing Parties of any Indemnified Party's equipment or facilities, including, without limitation, the Property. THE RELEASING PARTIES FURTHER VERIFY THAT THE RELEASING PARTIES HAVE FULL KNOWLEDGE OF THE RISKS ASSOCIATED WITH USING THE PROPERTY. THE RELEASING PARTIES EXPRESSLY, KNOWINGLY, AND VOLUNTARILY ASSUME THE RISKS INVOLVED IN USING THE PROPERTY INCLUDING TRANSPORTATION TO AND FROM THE PROPERTY, AND AGREE TO HOLD THE INDEMNIFIED PARTIES HARMLESS FOR ANY RESULTING INJURY. The Releasing Parties understand that this assumption of risk covenant shall remain in effect until notice of cancellation is received, in writing, by the Owner. The Releasing Parties understand that, should the Releasing Parties decline to sign these General Terms and Conditions, the Releasing parties will not be permitted to use the Property.
36. **SPORTS CLUB FEES.** Guest acknowledges and agrees that a portion of lodging fees is allocated to the use and upkeep of the sports facilities on property including but not limited to tennis courts, corn hole, and hiking trails.
37. **MISCELLANEOUS.**
- a. **WAIVER.** The waiver by either party of a breach of these General Terms and Conditions shall not operate or be construed as a waiver of any subsequent breach.
 - b. **ATTORNEY'S FEES.** In the event that any collection efforts and/or legal action are required to enforce these General Terms and Conditions, collection costs, attorney's fees and legal expenses shall be recoverable by the substantially prevailing party.
 - c. **GOVERNING LAW.** These General Terms and Conditions shall be governed by, and construed and enforced in accordance with, the laws of the State of North Carolina without regard to its conflicts of law principles. Any action or lawsuit related to these General Terms and Conditions shall be exclusively brought in the state or federal court setting in Graham County, North Carolina.
 - d. **REQUIRED DISCLOSURE.** Pursuant to North Carolina General Statutes Annotated § 72-6 Owner is required to post a copy of N.C.G.S.A. Chapter 72, Article 1 in each guestroom. This Article is attached hereto as Exhibit A.
 - e. **ENTIRE AGREEMENT.** These General Terms and Conditions embodies the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein and supersedes all prior agreements and understandings between the parties with respect to such subject matter. There are no promises, warranties, covenants, or undertakings other than those expressly set forth or referred to herein or set forth in such other agreements that incorporate these General Terms and Conditions.
 - f. **AMENDMENTS AND MODIFICATION.** Owner reserves the right to amend, modify, change, cancel, vary or add to these General Terms and Conditions at any time without prior notice. Please check our website regularly for updates to our terms and conditions. Any modification to these General Terms and Conditions that occurs before your arrival is considered a part of your reservations agreement with us. A copy of these General Terms and Conditions is located on our website, in the Guest Room Notebook, and available from front desk staff upon request.
 - g. **SEVERABILITY.** The invalidity or unenforceability of any part of these General Terms and Conditions, for any reason, shall not prejudice or affect the validity or enforceability of the remainder of these Terms and Conditions.
 - h. **HEADINGS.** The headings contained in these General Terms and Conditions are inserted for convenience only and shall not affect the meaning or interpretation of these General Terms and Conditions.

- i. **GENDER.** In construing these General Terms and Conditions, feminine or neuter pronouns shall be substituted for those masculine in form, and vice versa, and plural terms shall be substituted for singular, and singular for plural in any place in which the context so requires.
- j. **COUNTERPARTS.** These General Terms and Conditions may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of these General Terms and Conditions by facsimile or e-mail transmission shall be effective as delivery of a mutually executed counterpart hereof.

EXHIBIT A

Required Disclosure

North Carolina General Statutes Annotated Chapter 72, Article 1

§ 72-1. Must furnish accommodations; contracts for termination valid

(a) Every innkeeper shall at all times provide suitable lodging accommodations for persons accepted as guests in his inn or hotel.

(b) A written statement setting forth the time period during which a guest may occupy an assigned room, signed or initialed by the guest, shall be deemed a valid contract, and at the expiration of such time period the lodger may be restrained from entering and any property of the guest may be removed by the innkeeper without liability, except for damages to or loss of such property attributable to its removal.

§ 72-2. Liability for loss of baggage

Innkeepers shall not be liable for loss, damage or destruction of the baggage or property of their guests except in case such loss, damage, or destruction results from the failure of the innkeeper to exercise ordinary, proper and reasonable care in the custody of such baggage and property; and in case of such loss, damage or destruction resulting from the negligence and want of care of the said innkeeper he shall be liable to the owner of the said baggage and property to an amount not exceeding one hundred dollars. Any guest may, however, at any time before a loss, damage or destruction of his property, notify the innkeeper in writing that his property exceeds in value the said sum of one hundred dollars (\$100.00), and shall upon demand of the innkeeper furnish him a list or schedule of the same, with the value thereof, in which case the innkeeper shall be liable for the loss, damage or destruction of said property because of any negligence on his part for the full value of the same. Proof of the loss of any such baggage, except in case of damage or destruction by fire, shall be prima facie evidence of the negligence of said hotel or innkeeper.

§ 72-3. Safekeeping of valuables

It is the duty of innkeepers, upon the request of any guest, to receive from said guest and safely keep money, jewelry and valuables to an amount not exceeding five hundred dollars (\$500.00); and no innkeeper shall be required to receive and take care of any money, jewelry or other valuables to a greater amount than five hundred dollars (\$500.00): Provided, the receipt given by said innkeeper to said guest shall have plainly printed upon it a copy of this section. No innkeeper shall be liable for the loss, damage or destruction of any money or jewels not so deposited.

§ 72-4. Loss by fire

No innkeeper shall be liable for loss, damage or destruction of any baggage or property caused by fire not resulting from the negligence of the innkeeper or by any other force over which the innkeeper had no control. Nothing herein contained shall enlarge the limit of the amount to which the innkeeper shall be liable as provided in preceding sections.

§ 72-5. Negligence of guest

Any innkeeper against whom claim is made for loss sustained by a guest may show that such loss resulted from the negligence of such guest or of his failure to comply with the reasonable and proper regulations of the inn.

§ 72-6. Copies of this Article to be posted

Every innkeeper shall keep posted in every room of his house occupied by guests, and in the office, a printed copy of this Article and of all regulations relating to the conduct of guests. This Chapter shall not apply to innkeepers, or their guests, where the innkeeper fails to keep such notices posted.

§ 72-7. Repealed by Laws 1991, c. 663, § 1, eff. Oct. 1, 1991

§ 72-7.1. Admittance of pets to hotel rooms

(a) Innkeepers may permit pets in rooms used for sleeping purposes and in adjoining rooms. Persons bringing pets into a room in which they are not permitted are in violation of this section and punishable according to subsection (d) of this section.

(b) Innkeepers allowing pets must post a sign measuring not less than five inches by seven inches at the place where guests register informing them pets are permitted in sleeping rooms and in adjoining rooms. If certain pets are permitted or prohibited, the sign must so state. If any pets are permitted, the innkeeper must maintain a minimum of ten percent (10%) of the sleeping rooms in the inn or hotel as rooms where pets are not permitted and the sign required by this subsection must also state that such rooms are available.

(c) All sleeping rooms in which the innkeeper permits pets must contain a sign measuring not less than five inches by seven inches, posted in a prominent place in the room, which shall be separate from the sign required by G.S. 72-6, stating that pets are permitted in the room, or whether certain pets are prohibited or permitted in the room, and stating that bringing pets into a room in which they are not permitted is a Class 3 misdemeanor.

(d) Any person violating the provisions of this section shall be guilty of a Class 3 misdemeanor.

(e) The provisions of this section are not applicable to assistance dogs admitted to sleeping rooms and adjoining rooms under the provisions of Chapter 168 of the General Statutes.