

THIS IS A VACATION RENTAL AGREEMENT UNDER THE NORTH CAROLINA VACATION RENTAL ACT (NCGS 42A). The right 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 this agreement is evidence of your acceptance of the agreement and your intent to use this property for a vacation rental.

IN CONSIDERATION of the rent received and the mutual promises herein, the Owner of the subject property does hereby lease and rent to Tenant that certain property, **Sandbar Beach House located at 2511 S. Memorial Drive in Nags Head, North Carolina**, described above and under the following terms and conditions:

RECEIPT: Please retain a copy of this agreement and return a signed copy to the property manager: Attention: **Beata Faulkner** to the following address: **Sandbar Beach House 2506 S Virginia Dare Trail Nags Head, North Carolina 27959.**

CANCELLATION: In the event Tenant cancels his reservation of the leased property and said property is not re-rented during the entire term set out in this agreement, then *all rent consideration previously tendered will be forfeited* by Tenant and retained by Owner. **All cancellations must be in writing.**

If the property is re-rented, then rent, taxes and/or security deposit previously tendered by Tenant will be refunded to him, less a service fee of \$75. *Please note that the administrative fee and any trip insurance premium paid are not refundable.* The Tenant shall not assign this agreement or sublet the property in whole or in part.

TRIP CANCELLATION INSURANCE: We offer trip cancellation insurance in the event of a mandatory evacuation of Nags Head due to severe weather. The insurance is offered for an additional \$100 and must be paid as part of the deposit at the time of reservation. If a mandatory evacuation is issued for the area *before the Tenants arrival and is still in effect on the first day of the reserved week*, Tenant will be refunded the full week's rental, minus any days, if any, the Tenant chooses to occupy the house once the mandatory evacuation has been lifted. In the event of a mandatory evacuation after the Tenant has *arrived*, the Tenant will receive a refund for the days not used. The insurance is only applicable in the event of mandatory evacuation of the Town of Nags Head, North Carolina.

PAYMENT OF RENT AND ACCEPTED FORMS OF PAYMENT: Owner asks that you confirm your reservation within 7 (seven) days by sending an advance rent payment equal to 50% (fifty percent) of the reservation period's total rent payment to the property manager. The total rent payment is calculated by adding the weekly rental rate; then travel insurance and pet fees, if applicable.

TAX: Add 7.75% North Carolina Sales Tax to this subtotal and add 5% Dare County Occupancy Tax to the weekly rental rate only (enacted January 1, 1987).

Add \$350 (non-taxable) security deposit. It is one-half of this amount, the total rent payment, which comprises an advance rent payment. The advance rent payment will be calculated and confirmed by the property manager. *A contract that is printed and mailed with advance rent payment will not be confirmed without the prior consent of the property manager.*

Reservation is subject to cancellation if signed rental agreement and advance rent payment have not been received within 7 (seven) days. The balance of the total rental payment is due at least 30 (thirty) days prior to the check-in date for this reservation period.

All rental payments for this property may be paid by personal check, money order or cashiers check. A \$30 service charge on any returned check will be added to your balance. **ALL PAYMENTS ARE TO BE MADE IN U.S. FUNDS.**

SECURITY DEPOSITS are collected on all rental units. The purpose of this security deposit is to protect the owner, property and contents of this property, including but not limited to rental payments, etc. Once inspection determines that the property has been left in proper order, clean and damage free, the security deposit will be mailed back within 30 days from the check-out date of this rental period. Any necessary deductions will be noted. Any applicable security deposit will be handled in accordance with the North Carolina Tenant Security Deposit Act and Vacation Rental Act.

DAMAGES: Owner asks that Tenant report any breakage or damages upon occurrence so that the matter can be settled before departure. Tenant is responsible for any and all damage done by self, family, guests and/or pets.

Tenant authorizes agent to charge his credit card (if applicable) for such damages and acknowledges so here in writing. Do not duplicate keys to property. Lost or unreturned keys will be cost a \$35 re-key charge. Tenants are not permitted to move furniture within the unit.

FAMILY GROUPS ONLY: Owner does not rent to other than family groups (parents, grandparents, children and extended family members) vacationing in one home. Tenant and family will be sole occupants of property. No fraternities, high school or college student groups, unmarried young adults, civic groups, nor other non-family groups allowed. IDs must be furnished upon request. Violation of the above stipulation is cause for immediate eviction without refund of rent paid. **NO EXCEPTIONS.** The undersigned Tenant represents self to be an adult 21 years or older. Owner rents property without respect to race, color, religion, sex (including orientation), national origin, handicap or familial status of tenant.

PERMITTED OCCUPANTS: Tenant must take possession and maintain possession of property for full reservation period. Tenant shall not permit the property to be occupied or used as residence by more than the maximum occupancy allowed. Overcrowding of property or misrepresenting number in party is grounds for immediate eviction without refund.

Misrepresentation, failure to pay in full, obtaining subject property under false pretenses, fraud or material breach of this agreement shall result in an expedited eviction in accordance with The Vacation Rental Act (NCGS 42A).

CHECK-IN: Check-in is after 3 pm on the beginning date of this reservation. In order to allow sufficient time to prepare the property for Tenant use, we ask that you **DO NOT request early occupancy. Keys will not be released until after 3 pm.** No keys will be given unless entire balance due has been paid in full and lease agreement has been signed.

CHECK-OUT: This property must be vacated by 10 am on check-out day. We ask that this policy be recognized by all tenants so that the property can be adequately prepared for the following tenant. An extra day's rent will be charged for all late check-outs.

Tenant is responsible for washing dishes, taking out trash, emptying refrigerator, leaving AC set on 78 degrees (or heat set on 55 degrees in winter months), securing all doors and windows, and leaving the house clean, damage-free and in good shape. Any excessive cleaning or trash removal will be billed to tenant at a minimum fee of \$50. Please ensure all belongings are packed before check-out, as Owner will not be responsible for left items.

ACCOMODATIONS: Tenant is responsible for keeping house clean and safe during entire tenancy. In addition, tenant is responsible for any and all damage to the property during his tenancy.

Due to health department regulations, occupancy on homes served by septic systems is limited to two persons per bedroom, unless otherwise stated. The bedding arrangements in each room are to accommodate flexible sleeping options, not to represent occupancy. Please contact property manager if you have any questions regarding maximum occupancy allowed in this home. Please do not over occupy.

Please respect owner's locked closets, as these are not included in your rental property.

The property is outfitted with linens (sheets and towels) and basic housekeeping equipment. All beds have mattress pads, bedspreads, blankets and pillows. The property also includes but is not limited to an electric coffee pot, microwave, blender, toaster, central air/heat, dishwasher, washer/dryer, cable TV, DVD player, stereo, grill, deck furniture, and outside shower. The property includes at least one pack n' play and one high chair.

The property does include smoke detectors. Inspections occur on routine basis; however, it is the responsibility of the Tenant to check the smoke detector immediately upon arrival and notify the property manager if it is not working properly.

Some tenants notice that the water is salty or discolored. This is the water provided for all occupants of the Town of Nags Head and guests are responsible to provide their own bottled water for drinking if they prefer.

Tenant is responsible to provide all paper products and condiments.

PARKING is limited to one driveway.

GARBAGE is picked up in the Town of Nags Head on Saturday and Tuesday mornings. So that all arriving guests have access to empty trashcans, Owner requests that departing guests take their cans to the street on Friday night.

This is the current Friday night guest's responsibility for the week and is a condition of tenancy of the property for the reservation period.

MAINTENANCE: Every effort is made to keep each property and its equipment in good working order. Please notify the property manager immediately concerning faulty equipment so repairs can be made. There will be no rent returns given for inoperable appliances or faulty equipment or interruption of utilities, construction in the area, or other maintenance issues. False or unwanted maintenance repairs called for by Tenant will be billed to Tenant. Owner reserves the right to enter premises during tenancy to inspect, make repairs, etc. Owner strives to make repairs within 24 hours. Occasionally circumstances require a longer wait time. Please be patient.

PETS are allowed in this property, limited to no more than 2 (two) flea-treated, housebroken domestic animals. A \$75 fee is charged for professional flea extermination on all reservations including a pet. To avoid eviction, please declare all pets. Pets are not allowed in the hot tub or swimming pool. Owner requests that Tenant clean up after pet(s) during stay and before check-out to avoid additional damage and/or cleaning fees, which are charged at the Owner's discretion.

HOUSE RULES: Absolutely no house parties, beer kegs, ATVs or RVs or illegal activities allowed on premises. Violation of this stipulation is grounds for immediate eviction without refund. **GRILLING** is not permitted except on concrete surfaces. Do not attempt to use grills on decks, porches or near wooded areas as Tenant is responsible for any damages. Please leave a clean grill for the next tenant. **POOL** privileges are available from Memorial Day to Labor Day, though these dates are subject to change without notice or refund. Owner is released from all liability for any injuries or death resulting from Tenant or Tenant's guests' use of the pool. Please note all pools and hot tubs are serviced weekly to prevent bacteria and/or infection. Owner is not responsible for misuse. No alcohol, pets, nor urinating in pools or hot tubs. *Children are not permitted in hot tubs.*

LIMITATIONS OR REMEDIES, DAMAGES AND INDEMNITY: In the event the Owner is unable to deliver said property to Tenant under this vacation rental lease agreement because of fire, damages, eminent domain or Act of Nature; or if property is unavailable because of delay in construction; because it has been sold or is no longer renting; or because of lack of water or sewer; or otherwise unfit or uninhabitable; or for any other reason whatsoever, Tenant hereby agrees that Owner's sole liability as a result of any of these conditions is the full refund of all consideration previously tendered by Tenant pursuant to the terms of this lease. Tenant expressly acknowledges that in no event shall Owner be held liable for any consequential or secondary damages, including but not limited to any expense incurred as a result of moving, for any damage, destruction or loss.

Tenant also agrees that in the case of a double booking by Owner, Tenant will be entitled to a full refund of all consideration previously tendered by Tenant.

The Tenant agrees to release and indemnify the Owner and his Agent(s) from and against liability for injury to the person of the Tenant or any member of his household resulting from any cause whatsoever, except only such a personal injury caused by the negligent or intentional acts of the Owner.

Tenant shall not be entitled to any refund due to unfavorable weather, area construction, early departure, or disruption of utility services (including internet and cable) after occupancy.

Owner reserves the right to enter and inspect the premises with a reasonable notice to Tenant.

In the event of an ordered evacuation due to severe weather, Tenant is required by North Carolina state law to evacuate the property. NO REFUNDS will be given for the period of mandatory evacuation (unless trip cancellation insurance was purchased at the time of reservation).

IN WITNESS THEREOF, this agreement is executed in two counterparts with an executed counterpart being retained by each party hereto. **NOTICE:** This is a legally binding contract. If not understood, seek competent advice. Subject property may or may not be owned by a North Carolina Real Estate Licensee.

(a) This agreement shall be governed by and interpreted in accordance with the law of the State of North Carolina.

(b) This agreement shall be treated as though it were executed in the County of Dare, State of North Carolina, and were to have been performed in the County of Dare, State of North Carolina. Any action relating to this agreement shall only be instituted and prosecuted in the courts of North Carolina. Tenant specifically consents to such jurisdiction and to extraterritorial service of process.