

ADVANCE PROPERTY AGREEMENT

THIS IS A VACATION RENTAL AGREEMENT (the "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 AS A VACATION RENTAL.

Guest Information:

Name: _____ Email address: _____

Address: _____ City/State/Zip: _____

Home Phone: _____ Work Phone: _____ Cell phone: _____

Property #: _____ Property Name: _____

Dates Rented This Year: _____ Desired Week(s) Next Year: _____

Stan White Realty & Construction, Inc., a North Carolina Corporation with its principal place of business at 2506 S. Croatan Highway, Nags Head, North Carolina 27959 is pleased to offer You, the guest, the first opportunity to make an Advance Reservation for the same week next year in the same house You occupied this year, subject to the terms and conditions set forth herein.

1. This Agreement is made in accordance with the North Carolina Vacation Rental Act Chapter 42A and is subject to the following conditions: (i) the availability of the home in Stan White Realty & Construction, Inc.'s rental program; (ii) the reserved dates being available; and (iii) the execution of a lease, including the receipt of all applicable rents and fees, etc. In the event that either the home is not in Stan White Realty & Construction, Inc.'s rental program or if the reserved dates are not available, we will relocate you within our program. The advance reservation fee is non-refundable and is not applied toward the future rent or security deposit as the case may be. (Please be advised that rental rates normally increase year to year and this Advance Property Agreement does not in any manner guarantee You this year's rate.)
2. For and in consideration of this Agreement You agree to pay a fee of forty-five dollars and no cents (\$45.00 + tax). This Agreement should be delivered to any of Stan White Realty & Construction, Inc.'s three locations at any time during Your stay. (Stan White Realty & Construction, Inc. will not be responsible for any lost reservation forms and/or payments left unsecured in a drop box.) You may also make an advance reservation by telephone if You contact Stan White Realty & Construction, Inc.'s office no later than 5:30 p.m. on the day of check-out. Fee must be paid upon reserving. On the day of Your departure, the home will be offered on a first come/first served basis.
3. Upon receipt of Your advance reservation fee and a properly executed Agreement, Stan White Realty & Construction, Inc., upon determining that the home will be in its rental program for the upcoming year and the availability of the tenancy, will provide You with a lease for the dates You indicate. In addition to those terms expressly set forth in this Agreement, the following provisions, to the extent applicable, of the North Carolina Vacation Rentals Act as set forth below in paragraph 3(a), are incorporated herein by reference as if otherwise fully set forth.
 - a. (i) Your rights if the home is transferred following Stan White Realty & Construction, Inc.'s receipt of your fully executed lease (See North Carolina General Statutes Chapter 42A-19); (ii) any processing fees permitted under North Carolina General Statute Chapter 42A-17 (c); (iii) the rights and obligations of Yourself, as tenant and Stan White Realty & Construction, Inc. as Agent and Owner as Landlord under the North Carolina General Statutes Chapter 42A-17 (b); and (iv) the rights and obligations of the landlord or real estate broker and the tenant under North Carolina General Statutes Chapter 42A-36.
4. You have the option to decline this rental after the owners have published the rates for the upcoming year. Should You opt to decline the rental for any reason whatsoever, please contact Stan White Realty & Construction, Inc. at (800)338-3233. If, however, You decide otherwise, execute and return the lease, together with the initial balance due by the specified date. If Stan White Realty & Construction, Inc. has not received the executed lease, or the initial payment by the date specified therein, the Advance Reservation will be automatically cancelled without notification.

INTENDING TO BE LEGALLY BOUND, the parties hereto have caused this Agreement to be executed as of the date written below:

Guest signature: _____ Date: _____

Property Name and #: _____

Stan White Realty & Construction, Inc. By: _____

Reservation Number (Office Use Only) _____	Payment Received: _____ (date) _____	(initials) _____
Check# _____	Cash _____	CC# _____ Exp _____