

Vacation Residence: «PropId» «PropAddress1»
Lease #«BookingNo» Sleeps # «PropePeople»
Check-in at the «PropManager»
Arrival:(4:00 p.m.) «StartDate» to «EndDate» Departure: (10:00 a.m.)
Date Reservation was made: «BookDate» Arrival Day: «PropTurnDay»
Phone: «GuestPhone» Property Phone«PropPhone»
Email address: «GuestEMail»
Must be at least 24 years of age

«GuestName»
«GuestAddress1» «GuestAddress2»
«GuestCity», «GuestState» «GuestZip»

Table with columns: Description, Amount, and Remarks. Rows include Rent, Insurance Total, Extra Amounts 01-07, Tax Total, and Total Total.

To decline Security Deposit Waiver see page 3 of lease -\$3,000 of coverage on reported unintentional property damage. If declined you elect to pay the advertised refundable Security Deposit of («SecurityDeposits»).
To decline the Linen package which includes bed and bath linens, see page 3 of lease. See paragraph #5 for additional information.

Table with columns: Description, Amount, and Remarks. Rows include Advance Payment Due, First Half Weekly Rent Amount, Administration Fee, Travel Interruption Ins., and ADVANCE PAYMENT DUE.

\$ _____ Balance Payment = TOTAL (-) \$ _____ Advance Payment (-)
\$«PaidTotal» Prior Payment Received (FOR OFFICE USE ONLY)
MasterCard, Visa, Discover and E-Check are accepted for a nominal fee through a 3rd party processor.

of this lease Tenant is responsible for the property and action of their guests. As agents, our owners authorize us to rent to family groups only, this means no sororities, fraternities, or any groups under the age of 24, whether chaperoned or not. A family group is defined as immediate and extended family members (grandparents, parents and children) that vacation in one home. Leaseholder must be at least 24 years of age. Occupancy shall not exceed occupancy stated on this lease at any time, unless a Special Event Addendum is signed by both parties. Possession by fraud or misrepresentation or material breach of the terms of the vacation rental agreement results in termination of this tenancy. Breach of this lease agreement is grounds for expedited eviction without refund. (North Carolina General Statute's 42A-23.) The occupancy number stated above may or may not be consistent with the maximum occupancy level established by local county septic permits.

5. a) LINEN SERVICE: Bed and bath linens are offered to you at the cost you see on your lease agreement and this cannot be altered, only refused. Agent receives fee for providing linen service. This includes delivery and pick up to/from your rental property. You must initial on your lease as indicated in order to decline this service. Your payment for this package is due with your final balance 30 days prior to arrival, otherwise linens will not be available.

b) PETS: Pets are limited to two adult dogs per house in "Pet Cottages" only and require a \$150 non-refundable fee per pet and applicable taxes. Tenant is required to clean up after dog including surrounding property. Dogs are not permitted in pools and/or hot tubs. Minimum charge of \$250 will be incurred for non compliance. Pets in non-pet homes will result in immediate eviction and loss of rent. Cats, puppies, and all other pets are prohibited. DECLARE NUMBER OF DOGS HERE _____.

c) NON-SMOKING HOMES: Smoking in a non-smoking property will result in immediate eviction and loss of rent. A minimum charge of \$250 will be incurred for non compliance

d) SPECIAL EVENTS: Special events (Weddings, Receptions, and Retreats, Reunions or Social events) require an additional Security Deposit and a Special Event Addendum to this lease must be signed by Tenant and Agent.

6. CHECK-IN 4:00 P.M.: It is agreed that Agent or Landlord, their employees, or service personnel (for the purpose of clean-up and repair) may remain on the premises until work is completed on the date this lease commences, and may enter at 10:00 A.M. on the date this lease terminates. Tenant may not go on, park cars or enter premises until officially checked in and keys are relinquished to tenant. Failure to comply will result in an extra days rent charged to your credit card. During this lease, Tenant will admit Agent upon request to inspect the property and will admit all repair people authorized by Agent for repair or maintenance of premises. Tenant will not move or rearrange furniture. EARLY CHECK-IN at 1:00 P.M. is offered. A limited number of Early Check-ins will be available and is offered only to those that have paid \$75.00 plus tax, in advance. Early Check-in is not available on homes with 5 or more bedrooms. Early Check-ins cannot be granted if the Landlord has rented the preceding week, or if urgent repair work is required before or during the expected arrival time, or unforeseen circumstances. Pool and Hot Tubs will not be ready before 4:00 p.m. LATE CHECK-IN: Keys will ONLY be left out for late Check-ins if Agent has received your signed lease and your balance has been paid in full.

7. CHECK-OUT 10:00 A.M.: At expiration of this lease Tenant agrees to surrender possession of this property peaceably and without delay, in as of good condition as it was at commencement of this lease. Once keys are returned to Agent, Tenant and his guests may not re-enter property or occupy premises. Property should be left clean and in good order for the next Tenants. (Unless prior arrangements have been made with Agent.) The Vacation Rental Act requires tenant to maintain dwelling unit such as: "Keep that part of the property which he occupies and uses as clean and safe as the conditions of the property permit and cause no unsafe or unsanitary conditions in the common areas and remainder of the property that he uses. Dispose of all ashes, rubbish, garbage, and other waste in a clean and safe manner. Keep all plumbing fixtures in property or used by the tenant as clean as their condition permits." Return keys and the signed Checkout Checklist to Agent's office by 10:00 A.M. Failure to comply will result in an extra days rent charged to your credit card.

This lease is executed under authority granted by listing agreement between Agent and Landlord and is subject to the terms and conditions of said listing agreement. Tenant acknowledges this is a three-page lease and that he has read the front and back.

TENANT _____ DATE _____ A signed copy of this lease agreement will be returned to you for your records.

AGENT FOR LANDLORD _____ DATE _____

PERSONAL CHECKS ARE ACCEPTED FOR BALANCES ONLY IF PAID AT LEAST 30 DAYS BEFORE ARRIVAL. Balance Payments will only be accepted with a \$25 Late Fee if payment is made the day of check-in.

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 VACATION RENTAL. The broker shall conduct all brokerage activities in regard to this agreement without respect to the race, color, religion, sex national origin, handicap or familial status of any party or prospective part to the agreement.

1. Payments: The leaseholders' valid credit card is required to reserve. A) ADVANCE PAYMENTS: A signed lease agreement must accompany all advance payments. 50% of rental rate, Admin Fee (non-refundable) and Vacation Interruption Insurance payment (non-payment of insurance indicates refusal of coverage) is due within 3 days of making reservation. If advance payment and signed lease are not received within 3 days of making reservation, the reservation is canceled. Agent receives fee for providing travel insurance. B) BALANCES: The balance of rent, State Sales Tax, County Lodging Tax, Security/Damage deposit and any other fees that may be applicable is due in our office 30 days prior to arrival date. PERSONAL CHECKS ARE NOT ACCEPTED FOR BALANCES PAID LESS THAN 30 DAYS PRIOR TO CHECK-IN DATE. A \$25 Processing Late Fee is due if balance is paid on day of check-in. C) RETURNED CHECKS: There is a \$25 service charge for any checks returned unpaid by Bank. Upon notification of a Returned Check, payment and service charge must be paid immediately by certified funds or reservation will be canceled.

2. CANCELLATION/TRANSFER: Tenant agrees that this lease or property may not be assigned or sublet, even to a member of the leaseholder's family. Breach of this condition shall result in termination of lease. Notice of cancellation must be received in writing. Agent will endeavor to re-rent the property. A) Re-rented properties: There is a \$150 cancellation fee. If the cottage is re-rented, your payment less cancellation fee, non-refundable fees, Insurance payment, and difference in rents is returned to you within 30 days of receipt of payment from new leaseholder. B) Properties not re-rented: All funds received will be forfeited. C) Transfers: Changing date of stay within the same cottage requires a \$50 Transfer Fee (plus tax) and owner's approval. Transfer from one home to another is considered a cancellation. D) Dropping a week from a reservation originally reserved for multiple weeks is considered a cancellation for any dropped weeks. All weeks must re-rent for refund to be due.

3. SECURITY DEPOSIT: Property must be left in same condition as it was at commencement of this lease. Any extra clean, damage, trash removal, arranging furniture back to original position or unnecessary expenditures (including service calls) incurred to property during the duration of this lease may be charged to Security Deposits and/or credit card. See paragraph 9, Check Out. Tenant's security deposit (if paid and not the Security Deposit Protection Plan) will be returned or will be charged for the above reasons and a receipt of charges will be mailed to tenant within forty-five days of termination of tenancy. The Security Deposit Protection Plan in the amount of \$69 is automatically added to your lease but can be declined by initialing your preference to pay the refundable amount. Security Deposit Protection Plan is not available for Special Events or approved Non Family Groups. Agent receives a fee for providing SDPP. Purchasing the Security Deposit Protection Plan covers theft or damage to the property as a result of your reported inadvertent acts or omissions. For a full description of the plan, please refer to the Description of Coverage with lease or call office for your copy. Purchasing the Security Deposit Protection Plan in lieu of a Security Deposit does not negate your responsibilities as a Tenant. The properties are inspected after each rental. If damage is not reported, credit card may be charged, including nominal fee.

4. OCCUPANCY RESTRICTIONS: PREMISES TO BE USED SOLELY AS A PRIVATE DWELLING FOR THE OCCUPANCY OF TENANT AND TENANT'S FAMILY. During the term

8. PROPERTY: A) Extras: Televisions, DVD's, Stereos, telephones, etc., herein called "extras", when advertised as available in or when supplied in a leased property are supplied at no extra charge as a convenience for tenant and guests use. In the event of a malfunction or breakdown of "extras", Agent will have the "extra" repaired as fast as practical. Tenant agrees that there will be no refund for malfunction or breakdown of "extras". In the event of malfunction of any other appliance or feature, including air conditioners, fireplaces, cable or internet, Tenant must notify Agent so repair of malfunction can be made. Agent will expedite repair, but no refund of rent will be made. **B)** Locked areas such as Owner's personal storage areas are exempt from this lease and are off limits to the Tenant. Entry into these areas is cause for immediate eviction and Tenant will be responsible for any damages or missing items. **C)** Properties under construction: House under construction, if unfinished at occupancy date per lease, the Agent/Landlord liability is limited to full refund of rent payments and a good faith effort by Agent to locate replacement accommodations. Tenant waives any and all claims against Landlord or Agent for non-completion of this property under construction. Tenant waives any and all claims against Landlord or Agent concerning the location of the property rented by Tenant(s) being near buildings under construction. Advertised properties under construction are subject to change. **D)** Water Quality: Agent is not responsible for water quality.

9. TENANT: A) Tenant waives the right to withhold rent for any alleged deficiency in the premises or to otherwise claim that the property has been misrepresented to him either by Landlord or Agent. **B)** Agrees to inspect the property upon arrival and report any weaknesses that may result in injury to their family or guests. Broken or missing cottage items will be reported to Agent. Tenant agrees to notify Agent thereof, and he will indemnify STAN WHITE REALTY & CONST., INC./DUCK'S REAL ESTATE, Agent, and/or the Landlord for any injuries, accident or otherwise, that may be incurred or suffered upon the premises for any cause whatsoever during the term of this contract. **C)** Is responsible for any damages to the property resulting from their guests' accident or negligence during the term of this lease. **D)** Personal Property of Tenant in said premises shall be and remain at his sole risk and neither Landlord nor Agent shall be liable for any damages to or loss of such personal property arising from any acts of negligence of any other person or leaking of the roof or from bursting, leaking or overflowing of water, sewer, or steam pipes, or from heating or plumbing fixtures, or from the handling of electric wires, or fixtures, or from any cause whatsoever. Neither shall the Landlord nor Agent be liable for any injury to the person of the Tenant or other persons in or about the premises. The Tenant expressly agrees to save the Landlord and Agent harmless in all such causes. **E)** Agent is not responsible for items left behind. Agent will try to locate your lost items and notify you that they are being held for 10 days. Guest must pay a \$25 (tax) lost and found fee and arrange for shipping. Items will not be released until fee has been paid to agent. **F)** All long distance calls from cottage phones must be collect or credit card. Tenant will pay all toll charges incurred during the term of this lease, plus \$25.00 collection costs.

10. LEGAL: A) If, in the Agent's sole discretion the Tenant or Tenant's guest becomes objectionable as a tenant; the Tenant agrees to remove tenant and tenant's guests effects from the premises upon Agent's request. Tenant further agrees to be liable to future tenants, Agent, Landlord, for all damages and/or from Tenant's holding-over (continued occupancy after either eviction or Check-Out) in violation of this lease. This leased property will not be used for any activity that violates local, state, and federal laws. If Tenant shall break or violate any of the within covenants, conditions or agreements, then, and in such events Tenant may be evicted and removed from the property in an expedited eviction proceeding brought by the Landlord, or Agent. (North Carolina General Statute's 42A-23.) Agent has right to terminate lease due to abuse of staff. **B)** If during the term of this lease, the building becomes uninhabitable, without fault or negligence on behalf of the Tenant, this lease shall terminate and the Tenant shall pay the portion of the rent until the time of such incident. However, Tenants shall not be entitled to any refund due to unfavorable weather, hurricane, evacuation or disruption of utility services (including cable, television, and telephone) after occupancy. **C)** If State or local authorities, acting pursuant to Article 32A of Chapter 14 or Article 1 of Chapter 166A of the General Statutes, order a mandatory evacuation of an area that includes the residential property subject to a vacation rental, the tenant in possession of the property shall comply with the evacuation order. Upon compliance, the tenant shall be entitled to a refund from the Landlord of the prorated rent for each night that the tenant is unable to occupy the property because of the mandatory evacuation order. The tenant shall not be entitled to a refund if: **(1)** prior to the tenant taking possession of the property, the tenant refused insurance offered by the Landlord or Agent that would have compensated him or her for losses or damages resulting from loss of use of the property due to mandatory evacuation order, or **(2)** The tenant purchased insurance offered by the Landlord or Agent. **D)** In the event of a Mandatory Evacuation, the rentals will be governed by the Provisions of North Carolina General Statutes 42A-36. **E)** Any legal proceedings will take place in the county where property is located.

11. DISCLOSURES: A) By their signature as set forth below, tenant expressly authorizes Landlord and/or Landlord's Agent to deposit any and all advanced sums in an interest bearing account at RBC Centura Bank, Dare County, North Carolina and to disburse said sums, prior to tenants possession, in accordance with NCGS 42A-16 of the North Carolina Vacation Rental Act. It is understood and agreed that any and all accrued interest upon said amounts shall inure to the benefit of Agent. **B)** Pursuant to provisions of NCGS 42A-11, it is hereby stated that in the event the Landlord cannot provide the premises described above in a fit and habitable condition on the date the tenant is to take possession, tenant shall be entitled to a full refund. **C)** Transfer of premises subject to this Vacation Rental Agreement is controlled by NCGS 42A-19 which sets forth: 42A-18. Applicability of the Residential Tenant Security Deposit Act. **(a)** Except as may otherwise be provided in this Chapter, all funds collected from a tenant and not identified in the vacation rental agreement as occupancy or sales taxes, or fees shall be subject to the provisions of the Residential Tenant Security Deposit Act, as codified in Article 6 of Chapter 42 of the General Statutes. Funds collected as a tenant security deposit in connection with a vacation rental shall be deposited into a trust account as required by G.S. 42-50. The landlord or real estate broker shall not have the option of obtaining a bond in lieu of maintaining security deposit funds in a trust account. In addition to the permitted uses of tenant security deposit monies as provided in G.S. 42-51, a landlord or real estate broker may, after the termination of tenancy under this Chapter, deduct from any tenant security deposit the amount of any long distance or per call telephone charges and cable television charges that are the obligation of the tenant under the vacation rental agreement and are left unpaid by the tenant at the conclusion of the tenancy. The landlord or real estate broker shall apply, account for, or refund tenant security deposit monies as provided in G.S. 42-51 within 45 days following the conclusion of the tenancy. **(b)** A vacation rental agreement shall not contain language compelling or permitting the automatic forfeiture of all or part of a tenant security deposit in case of breach of contract by the tenant, and no such forfeiture shall be allowed. The vacation rental agreement shall provide that a tenant security deposit may be applied to actual damages caused by the tenant as permitted under Article 6 of Chapter 42 of the General Statutes.

12. TRANSFER OF PROPERTY subject to a vacation rental agreement. **(a)** The grantee of residential property voluntarily transferred by a landlord who has entered into a vacation rental agreement for the use of the property shall take his or her title subject to the vacation rental agreement if the vacation rental is to end not later than 180 days after the recording of the grantee's interest in the property is recorded in the office of the register of deeds. If the vacation rental is to end more than 180 days after the recording of the grantee's interest, the tenant shall have no right to enforce the terms of the agreement unless the grantee has agreed in writing to honor such terms, but the tenant shall be entitled to a refund of any payments made by him or her. Prior to entering into any contract of sale, the landlord shall disclose to the grantee the time periods that the property is subject to a vacation rental agreement. Not later than 10 days after transfer of property the landlord shall disclose to the grantee each tenant's name and address. Not later than 10 days after transfer of the property, the grantee or the grantee's agent shall: **(1)** Notify each tenant in writing of the property transfer if grantee is discontinuing the rental management contract. **(2)** Advise each tenant whether he or she has the right to occupy the property subject to the terms of the vacation rental agreement and the provisions of this section. **(3)** Advise each tenant of whether he or she has the right to receive a refund of any payments made by him or her. **(b)** Except as otherwise provided in this subsection, upon termination of the landlord's interest in the residential property subject to a vacation rental agreement, whether by sale, assignment, death, appointment of receiver or otherwise, the landlord or the landlord's agent, or real estate broker, shall, within 30 days, transfer all advance rent paid by the tenant, and the portion of any fees remaining after any lawful deductions made under G.S 42A-16, to the tenant. Compliance with this subsection shall relieve the landlord or real estate broker of further liability with respect to any payment of rent or fees. Funds held as security deposits shall be disbursed in accordance with G.S 42A-18. **(c)** If, prior to the tenant's occupancy of the property, the landlord's interest in the property is involuntarily transferred to another, the landlord shall refund to the tenant within 60 days after the transfer any payments made by the tenant. **(d)** The failure of a landlord to comply with the provisions of this section shall constitute an unfair trade practice in violation of G.S 75-1.1 a landlord who complies with the requirements of this section shall have no further obligations to the tenant.

13. Tenant agrees to reimburse Landlord and/or Agent for all costs and expenses, including reasonable attorney fees, incurred as a result of any breach on behalf of tenant or his guests. Any changes or alterations to this contract must be approved and initialed by both parties. Any changes not initialed by both parties will be invalid.

14. (a) Waiver of liability for spa, hot tub, Jacuzzi, whirlpool, sauna, pool, elevator herein called special feature, if so equipped. The Tenant will assume all responsibility for Tenant and Tenant's guests for the risk of using the special features and agrees to waive any claim whatsoever against Landlord or Agent for accidents or claims arising from use of special feature. The Tenant also understands and agrees that he is responsible and liable and will pay agent upon request for any damages that occur to the special feature and its support equipment through his or his guests misuse and/or negligence. Children are not allowed, unless accompanied by an adult, in pools, spas and/or elevators. No dogs are permitted in pools or spas. NO HOT TUB RENTALS PERMITTED. **(b)** We have heard that occasionally a mild ground current has been experienced in some pool in both Dare and Currituck Counties. This appears to be the result of the Earth's own Natural electrical current rather than a pool defect or household current. Location of certain properties may be affected more than others and the currents tend to be intermittent. We want to advise you that certain devices such as pace makers and other similar devices may be affected.

15. PRINTING ERRORS: Tenant agrees Agent is not responsible for errors and omissions in the brochure or internet.

16. PRONOUNS: He, She, in this lease agreement refer to persons of either sex.

17. FEES: All fees are subject to North Carolina Sales Tax and Occupancy Taxes and both are subject to change.

18. If a court of competent jurisdiction shall find any portion of this lease invalid, such decision shall have no effect on the remainder of his lease.

19. DOUBLE BOOKINGS: Tenant agrees that in the case of a double booking, tenant will be entitled only to full refund of all consideration previously tendered by Tenant. If Agent is able to relocate tenant, tenant agrees to pay any difference in rental amount. Agent will make every effort to find comparable property.

20. Landlord and Tenant hereby acknowledge that their relationship of Landlord/Tenant, hereby created, was brought about through the offices and services of STAN WHITE REALTY & CONSTRUCTION, INC. /DUCK'S REAL ESTATE.