

STAN WHITE REALTY & CONST, INC./Duck's Real Estate

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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.

1. Payments: A) ADVANCE PAYMENTS: A signed lease agreement must accompany all advance payments. 50% of rental rate, Handling Fee Non refundable, and Vacation Interruption Insurance payment (non-payment of insurance indicates refusal of coverage) is due within 7 days of making reservation. If advance payment and signed lease are not received within 7 days of making reservation, the reservation is canceled. B) BALANCES: The balance of rent, State Sales Tax, County Lodging Tax, Security/Cleaning/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 which includes tax 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. Agency 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, difference in rents and Insurance payment 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. 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.

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. See paragraph 9. Check-Out. Tenant's security deposit (if paid and not the Security Deposit Waiver 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 Waiver option in the amount of \$40 is automatically added to your lease but can be declined by initialing your preference to pay the refundable amount. Purchasing the Security Deposit Waiver covers theft or damage to the property as a result of your inadvertent acts or omissions. For a full description of the plan, please refer to the Description of Coverage on your CHECKOUT package. Purchasing the Security Deposit Waiver in lieu of a Security Deposit does not negate your responsibilities as a Tenant. The properties are carefully inspected after each rental by Stan White Realty & Const., Inc. .

4. OCCUPANCY RESTRICTIONS: PREMISES TO BE USED SOLELY AS A PRIVATE DWELLING FOR THE OCCUPANCY OF TENANT AND TENANT'S FAMILY. During the term of this lease Tenant is responsible for the property and action of his guests. As agents, our owners authorize us to rent to family groups only, this means no sororities, fraternities, chaperoned or other unmarried groups. 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. 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 Statutes 42A-23.) Children are not allowed, unless occupied by an adult, in pools, spas and/or elevators.

5. a) PETS: Pets are limited to two adult dogs per house in "Pet Cottages" only and require a \$50 non-refundable fee per pet plus a \$50 extermination/cleaning fee. and applicable taxes. Pets in non-pet homes will result in immediate eviction and loss of rent. DECLARE ALL PETS BEFORE SIGNING THIS LEASE. NUMBER OF PETS YOU ARE BRINGING TO PET HOME _____.

b) NON-SMOKING HOMES: Smoking in a non-smoking property will result in immediate eviction and loss of rent. Security Deposit will be used to bring the property back to the same condition as it was at the commencement of this lease.

c) Special Events: Special events (Weddings, Receptions, Retreats, Reunions or Social events) require an additional Security Deposit.

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 signed in at Check-In or keys are relinquished to tenant. 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: 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 in advance. 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. LATE CHECK-IN: Keys will ONLY be left out for late Check-in if Agent has received your signed lease and your balance has been paid in full. LATE ARRIVALS PLEASE CALL THE OFFICE FOR INSTRUCTIONS.

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 good condition as it was at commencement of this lease (reasonable wear and tear, acts of God and/or other causes over which Tenant has no control). 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 guest following 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.

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 two-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. If, for any reason, you cannot meet this deadline please call our office to arrange for payment by Money Order, Certified Check or Cashier's Check. Balance Payments will only be accepted after 4:00 p.m. with a \$25 Processing Late Fee added. to this balance if payment is made the day of check-in.

