



Vacation Rental Agreement

Wednesday, October 18, 2023

Name on Reservation / Leaseholder:

Leaseholder Address:

Property:

Property Address:

Booking BKG-139050 (3 Nights)

ARRIVAL	DEPARTURE	DATE BOOKED

Booking Charges

Rent Charges Total	
Optional Travel Insurance	
Processing Fee	
Taxes	
Total Booking Charges	

Memo	Status	Due Date	Amount	Amount Paid	Amount Due
Initial Deposit		2023-10-19		\$0.00	
Final Balance Due		2023-11-06		\$0.00	

OPT IN TO SMS MESSAGES

Primary Mobile Phone on file:

We use text messaging to alert you when your home is ready for your arrival and provide important

updates during your stay.

*By checking typing **yes** in the form field below, you agree to receive text messages at the number provided. Message frequency may vary. Standard message and data rates may apply.*

Please type **Yes** or provide another mobile phone number with permission to receive text messages during your stay. *

TRAVEL INSURANCE OPTION

REQUIRED: Please accept or decline the optional travel insurance by typing **ACCEPT** or **DECLINE** in the form field provided. If accepted, the travel insurance premium will be charged to the credit card on file. The Travel Insurance premium is 8% and is calculated based on the total booking charges. If you decline travel insurance, you will not be covered in case of a mandatory evacuation N.C.G.S 42A-36.

Please type **ACCEPT or **DECLINE** in the required form field below:**

**** I acknowledge that travel insurance has been offered to me and I choose to
* to purchase travel insurance coverage. (**Please type **ACCEPT** or **DECLINE****)]

North Carolina State law requires us to show in writing that we have offered Travel Insurance to you. Travel insurance is highly recommended to protect your vacation investment in the case of mandatory evacuation or other unforeseen circumstances.

Travel Insurance provided by Travel Guard®. Coverage is offered by Travel Guard Group, Inc. and limitations apply: [click here](#) for Important Disclosures.

[View More Information](#)

NOTE: Travel insurance is considered accepted when payment is received for the premium. Leaseholder will have 15 days from the date the first payment is posted to the reservation to decline the travel insurance, or it is **non-refundable** (for last minute reservations within 15 days, the free look period ends the day prior to arrival). Travel Guard Travel Insurance is available to US residents. Travel Guard Travel Insurance may be added anytime prior to your final balance due date or 30 days prior to arrival, whichever occurs first.

KEYLESS ENTRY

This property provides keyless entry which allows you to skip check-in at the office and proceed directly to your vacation home when it is ready for check-in. The keyless entry code will be emailed to the leaseholder prior to arrival and is also available via our mobile app.

PAYMENT TERMS

Initial Payment

Your initial payment is due immediately to confirm your reservation. Upon returning this vacation rental agreement, the credit card you provided at time of booking will be processed for your initial payment, unless you have notified us of alternate payment arrangements. You will also receive an updated

booking summary, deposit schedule and payment receipt following the return of this vacation rental agreement. *For advanced reservations: Initial payment may be split into two payments. Please reference payment schedule on page 1.*

Final Payment

Your balance is due 30 days prior to arrival. Your final payment will be automatically scheduled for its due date, unless you have made alternate arrangement with a reservation agent prior to payment due date. You will receive payment reminder emails with the option to update your preferred payment method.

*** Initials** *Initial here that you have read and understand our payment terms.

TRAVEL REQUIREMENTS

Beach Realty / Kitty Hawk Rentals requires leaseholder to be at least 24 years old and traveling with a family group. Initial below to acknowledge the minimum age and family group requirements of the leaseholder. Proof of age may be required.

*** Initials** *Initial here. I am at least 24 years old and traveling with a family group.

TERMS AND CONDITIONS

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 OF THIS AGREEMENT, 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 A VACATION RENTAL.

The terms "Tenant", "You" and "Your" as used in this Agreement shall include Tenant's heirs, successors, assigns, guests, invitees, representatives and other persons on the Premises during Your tenancy (without regard to whether such persons have authority under this Agreement to be upon the Premises), where the context requires or permits.

IMPORTANT DISCLOSURES: (a) Agent hereby discloses to You that Agent is acting for and represents the Landlord. Agent does not represent Tenant. Tenant understands that Agent is not Landlord's partner or joint-venturer, but in an Agency relationship with Landlord as governed by North Carolina law. (b) If the Premises has a private well, it is so noted above. Homes with private wells occasionally experience low pressure, salty, distasteful and/or discolored water. There may be an unpleasant odor of sulfur. Some guests choose to use bottled water for drinking purposes even though the water is potable. 4WD areas may have more prevalent water problems, even in homes with water filter systems; (c) Private Pools/Heated Pools/Community Pools – Pool privileges are available only for those properties designated as such. Fees and availability for heated pools vary; (d) Occasionally, some pools in Dare and Currituck Counties may experience a mild ground current. Generally, this is not caused by a pool defect or the household electrical system, but appears as a result of the earth's own natural electrical current. Certain properties may be affected more than others and the current tends to be intermittent in nature. Please be advised, however, that this may affect the operation of pacemakers

and other similar devices; (e) Due to the possibility of accident or injury, Landlord prohibits children from using hot tubs, saunas, and/or operating elevators. Also, the chemicals used to keep hot tubs sanitary may cause fading in some swimsuits and some individuals may experience mild skin rashes. For your safety, chemical dispensers shall not be removed at any time; (f) Agent has no control over individual subdivision rules and regulations. Each subdivision is governed by a unique set of policies and guidelines with regards to such items as early check-in, usage of subdivision amenities, on-street parking, storage of recreational vehicles, utility trailers, etc. For more information regarding these issues you should contact your home's subdivision directly for further information.

1. RENTAL FINANCES: ADVANCE RENTAL PAYMENT. To confirm your reservation, this signed contract and your rent payment are due immediately. A valid credit card is required to be kept on file at time of booking through departure, regardless of preferred payment method. **At the time the reservation is placed** initial rent payment, non-refundable processing fee (plus tax) and optional, non-refundable Travel Insurance Protection premium (if applicable) are due. Upon receipt of the executed lease agreement and the initial payment, you will receive a confirmation. **Balance:** You may pay this balance by Visa, Mastercard, Discover, cashier's check, personal check or online using debit card, credit card or Echeck on our website, www.beachrealtync.com. **Personal checks should be made out to Beach Realty.** All payments must be made in U.S. funds and drawn on a US Bank. This Rental Agreement/Confirmation must be signed by you and returned to Agent upon receipt. **Total balance of rent, taxes and fees are due 30 days before arrival date. Any payments made within 30 days of arrival date are to be in guaranteed funds.** Advanced rents will be deposited in Agent's interest bearing trust accounts and disbursed to the Landlord monthly. Interest accrued will be payable to Agent. It is understood and agreed that disbursement of advanced rent funds shall be made by Agent. Agent reserves the right to charge up to a \$35.00 pass through fee for each returned check or payment dispute. All payments made by you will be deposited in Wells Fargo, Kill Devil Hills, NC. In the event of a rental overpayment by tenant or members of tenant's party, Agent will send leaseholder a check for the overage amount, less any processing fees incurred. The Landlord or his Agent reserves the right to cancel this agreement at any time prior to your taking possession of the property and offer available property from inventory or refund monies paid. You shall be responsible for payment of all applicable taxes according to rates in effect at the time of possession. Agent cannot guarantee postal service mailings to leaseholder. This agreement shall not be binding unless and until Agent has received initial payment and checks have cleared the bank. You acknowledge you may not have possession of the premises until the full rental amount set forth herein, including all taxes and fees, has been paid and rental agreement has been executed.

BALANCE DUE. I authorize Beach Realty to schedule my payment using the credit card information on file for the payments required as noted above (scheduled payments authorized are initialed by tenant). If a credit card is used for this transaction, Agent requires that the individual who is executing the Vacation Rental Agreement also be the individual whose name appears on the credit card.

2. CANCELLATION OF THIS RENTAL AGREEMENT. You agree that this agreement may not be assigned nor the property sublet without the consent of Agent. **The request to cancel your booking must be made in writing, and upon Agent's receipt of your written cancellation request, you agree to pay Agent the total amount due for this booking as specified in this agreement.** In the event that tenant advises Agent in writing that they wish to cancel this agreement, Landlord or Agent, in their sole and absolute discretion, will attempt to remarket the Property. If the Property re-rents for less than the contracted rental rate, tenant is responsible for the difference. If the Property re-rents for the full value of the rental rate, Agent will reimburse tenant for all monies paid, less the non-refundable processing fee (plus applicable state and local taxes) and a \$100 cancellation fee (plus applicable state and local taxes). Travel Insurance is non-refundable and non-transferable. Following Agent's receipt of your booking's total payment, the property will be placed in sublet and advertised as available to another party. If the property is re-rented, you may be entitled to receive a refund, less any rent

difference (plus applicable state and local taxes), our processing fee (plus applicable state and local taxes), a \$100 cancellation fee (plus applicable state and local taxes) and the travel insurance premium, if applicable. If travel insurance for your booking is in effect, any documentation requested of Agent by the insurance carrier to adjudicate your claim will be provided for your **paid-in-full booking**.

You, as leaseholder, agree that should you elect to purchase travel insurance and receive payment from the insurance carrier for a filed claim, any refund due from the re-rented property shall be payable to the insurance carrier. In all other instances, any refund due from the re-rented property shall be paid to the lease holder.

TRANSFERS: Date transfers in the same unit, within the same year will be subject to a transfer fee of \$75 plus tax. Transfers must be approved by the Landlord and to dates of equal or lesser value, unless Tenant agrees to pay increased rental amount. No refunds will be issued for transfers. Transfers requested within 30 days of arrival OR transfers requested to a different unit, will be treated as a cancellation. See #2. Cancellation.

* **Initials** ***INITIAL HERE*** that you have read the **Cancellation Policy**.

3. DISPUTES. This agreement shall be governed by and interpreted in accordance with the laws of the State of North Carolina, and shall be treated as though it were executed in the County of Dare, State of North Carolina. Any action relating to this Agreement shall be instituted and prosecuted only in the Dare County Superior Court, North Carolina. You specifically consent to such jurisdiction and to extraterritorial service of process. You shall be responsible for all legal fees and court costs incurred by Agent and Landlord in the enforcement of their rights on Your obligations under this Agreement. Agent reserves the right to cancel booking and/or instigate expedited eviction in the instance of an attempted chargeback.

4. EARLY CHECK-IN. Early check-in may be available upon request for an additional fee. Early check-in time begins at 1PM. Properties with seven or more bedrooms are not eligible for early check-in and not all properties with less than seven bedrooms are eligible for early check-in requests. If the property is eligible for Early Check-in requests, the option will be above on this lease agreement. **Payment is due at time of request.** Requests for Early Check In should be made as soon as possible and no later than 14 days prior to arrival. Every effort is made to accommodate these requests, but circumstances may arise beyond Agent's control which prevents fully guaranteeing this option. **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 for unforeseen circumstances.** Early check-in fee will be prorated or refunded in the event we cannot grant early check-in. Pending turnover maintenance services may be on-going until 4pm. Aquatic amenities are not guaranteed to be ready for Tenants use until 4pm on the day of arrival.

5. CHECK-IN / CHECK-OUT / LATE ARRIVAL. CHECK IN TIME BEGINS AT 4:00PM AND IS NOT GUARANTEED UNTIL 6:00PM ON THE DATE OF YOUR RESERVATION. Tenant agrees that Agent, their employees, Landlord or service personnel, for the purpose of clean-up or 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 at or enter Property until Agent has released home to tenant with keys and/or entry code. Tenant occupying rental home prior to Agent providing the keys/entry code and/or occupying the home past 10:00 AM on day of departure may be subject to trespassing charges filed against them and/or charged for an extra day of rental. NO KEYS OR KEYLESS CODES WILL BE RELEASED UNLESS BALANCE DUE IS PAID IN FULL AND LEASE AGREEMENT IS SIGNED.**

CHECK-OUT Departure time is before 10am on the ending date of your reservation. You are responsible for such items as : placing all debris in outside containers and rolling to the roadside, wash/put away all dishes, removal of excessive sand from floors and bath fixtures, decks and poolside

(if applicable) trash free & tidy, towels (if applicable) placed near lowest entry point (Please note the cleaning crews will strip linens from beds). Leaseholder may be charged a minimum of \$250 if Check-Out procedures are not followed.

LATE ARRIVAL: If arriving late and provided your reservation is paid in full and we have a signed lease on file for you, your keyless entry code will be active and you do not need to come to the check-in office.

ACCESS WILL NOT BE GIVEN UNLESS ENTIRE BALANCE DUE IS PAID IN FULL AND LEASE AGREEMENT SIGNED. NO ONE WILL BE AVAILABLE AFTER HOURS TO PROVIDE ACCESS.

You acknowledge the security risk inherent in late check-ins. After office hours, call the emergency number provided on your digital check-in packet and posted at each office location.

6. INDEMNIFICATION AND HOLD HARMLESS. You agree to indemnify and hold harmless the Landlord and Agent for any liabilities, theft, damage, cost or expense whatsoever arising from or related to any claim or litigation which may arise out of or in connection with your use and occupancy of the property including but not limited to any claim or liability for personal injury or damage or theft of property which is made, incurred or sustained by you. Neither Agent nor Landlord are providing any other warranty of any kind, except as otherwise expressly provided herein, whether written or oral, statutory or contractual, express or implied, including without limitation, THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE, which are hereby expressly excluded.

7. EXPEDITED EVICTIONS. Agent is authorized through its management agreement with the property Landlord to rent to family groups only. Leaseholder must be at least 24 years of age. Agent may request a list of permitted occupants be provided. No high school, college, or singles groups are permitted. Misrepresentation will result in tenant being subject to an expedited eviction. Tenants leasing residential property for 90 days or less are subject to this rental agreement and all of its terms including being subject to expedited evictions, have tenancy terminated, and removed from the property in an expedited eviction proceeding if you do any of the following: 1. Holds over possession after the tenancy has expired; 2. Commit a material breach of the terms of the vacation rental agreement; 3. Fails to pay rent as required by the agreement; 4. Obtain possession of the property by fraud or misrepresentation; 5. Leaseholder not present. 6. Issue or threaten a credit card chargeback during occupancy. 7. Obvious damage to property during tenancy. 8. Over occupancy. 9. Any law enforcement reports of unlawful behavior. **In the event of an expedited eviction, tenant is not entitled to any refunds and subject to a \$250 non-compliance fee.**

8. RECREATIONAL VEHICLES AND ELECTRIC VEHICLES. The use of recreational motor vehicles, trailers, mobile homes, trucks with camper inserts in the bed, and other vehicles that provide sleeping accommodations, for any purposes other than transportation, are prohibited. Over-occupancy of rental cottages includes occupying vehicles of this type and subjects you to eviction for violation of this agreement. Covenants of the individual communities where your house is located may have more restrictive rules concerning the parking of these vehicles within the communities. Electric vehicles may not be charged at the property unless equipped with EV Charging station.

9. AGENCY. It is mutually understood and agreed that Beach Realty is acting as Agent only for the Landlord and has no liability to either party for the performance of any terms or covenant of this agreement. Tenant understand agent is being compensated in this transaction by the landlord and is contractually obligated to protect the interest of same. Agent hereby discloses to you if you elect to purchase travel insurance protection with this agreement, agent will be compensated by the Insurance Company for cooperation in the transaction. Agent may retain for its benefit any commissions, rebates, volume discounts, referral fees and related charges on third-party products, supplies or services arranged for tenants. These include, but are not necessarily limited to equipment supplies, rentals, linens and towels, pool/hot tub/spa service, etc.

10. TENANT DUTIES. You agree that property will not be occupied at any time by more than the maximum allowable number of occupants; two individuals per bedroom unless otherwise advertised. You shall care for the property as if it was your own, and to leave it undamaged, clean and keep conditions safe throughout your tenancy. All trash should be removed from inside the cottage, disposed of in the property's trash containers outside the property and rolled to the street on the appropriate days. Tenant will not move or rearrange furniture during tenancy. Including but not limited to: bedroom furniture, kitchen furnishings, deck furniture, pool furniture or grills. If furniture is re-arranged, you may incur additional fees, see #17. You shall not deliberately destroy, deface, damage, or remove any part of the property or render inoperable the warning detectors provided by the landlord or knowingly permit any person to do so. Pool alarms, smoke detectors, carbon monoxide detectors must remain operable during your tenancy. If the device is rendered inoperable during your tenancy, permission to charge credit card on file is hereby granted for costs to replace plus service and installation fees. Tenant agrees and authorizes credit card to be charged for any excessive pool/spa treatments required due to fecal incidents or other misuse by tenant or members of tenant's party. You agree to reimburse Agent and/or Landlord the amount of all damages reported or found after your tenancy. Pet damage and/or additional cleaning expenses is the responsibility of the tenant. The property shall not be used for any commercial purpose or for any activity or purpose that is in violation of any regulation or other requirement of any governmental authority having jurisdiction over the property. You agree to abide by the building's rules and regulations. All equipment in the unit should be in good working order. Please report any inoperative equipment to our office promptly. We will make every effort to have repairs made as soon as possible, however there are limited service contractors in our area. **YOU SHALL NOT BE ENTITLED TO ANY REFUND FOR, BUT NOT LIMITED TO, INOPERATIVE APPLIANCES, AIR CONDITIONERS, HOT TUBS, SWIMMING POOLS, POOL HEATERS, INTERNET OR CABLE SERVICE, ETC.** If cable, telephone or internet are available in the property and additional charges are incurred, then you shall be responsible. If the Agent has to bill you, an additional \$25.00 service charge will be added to the bill. You agree that Agent may enter the Property during reasonable hours during your tenancy to inspect the Property, to make such repairs, alterations or improvements thereto as Agent may deem appropriate. The person who signs the rental agreement will be deemed to serve as the contact person for all communications between the tenant and the Agent unless a different person has been designated in writing in advance of the rental term.

***Initials** *INITIAL HERE* that you have read and understand Tenant Duties #10.

11. LANDLORD DUTIES. Landlord shall comply with all current applicable building and housing codes, and make all repairs and do what is necessary to keep the property in safe, fit and habitable condition. The Landlord shall maintain in good and safe working order and reasonably repair all electrical, plumbing, sanitary, heating, ventilation and other facilities and major appliances supplied by him or her upon written notification from you that repairs are needed. The Landlord shall provide smoke detectors and annually replace batteries and make repairs or replacement to same as needed. If the subject property becomes unavailable or unsuitable for rent for any reason whatsoever, including but not limited to, casualty loss, construction delays, physical deterioration or loss of utility services, the landlord's liability will be limited to the return of all monies paid less Travel Insurance (if applicable) and non-refundable processing fee on account at the time of cancellation.

12. SALE OF PROPERTY. If property is actively listed for sale, listing agent may request an appointment to show property during tenancy. If property is sold such that the new Landlord does not honor the lease, agent reserves the right to refund the rental payments or move the tenants to a new property. Refer to GS 42A-19 of the Vacation Rental Act.

13. PETS. Unless otherwise advertised, pets are strictly forbidden on or within the property whether on a temporary basis or otherwise and whether belonging to the tenant or anyone else. Properties permitting dogs will have a fee for the privilege. **LIMITED TO 2 ADULT HOUSE-TRAINED DOGS**

ONLY. Tenant shall not leave any dog unattended at property unless in a crate or pen. No dogs are allowed in pools or hot tubs. If Agent determines that dog was in pool or spa, an additional \$150 plus tax charge will apply. Properties that do not clearly state that pets are allowed DO NOT permit dogs. If any animal is brought to a property that does not allow dogs or the animal is not claimed in advance, in writing, violation of the NO PET rule will be grounds for an expedited eviction without refund and at least a \$400 extermination and cleaning charge, plus \$150 pet fee, plus applicable state and local taxes. Absolutely no other type of animal but dogs are permitted. Absolutely NO puppies or breeds considered dangerous by insurance companies including but not limited to Rottweiler's, Pit Bulls, Akitas and Doberman Pinchers. If a formal complaint is lodged against your dog, you will be asked to board your dog for the remainder of your stay or be evicted without refund. Pet damage to the home is the responsibility of the leaseholder and is not covered under accidental damage.

14. NON-SMOKING HOMES. Smoking, including e-cigarettes or vapes, is not permitted on the premises of properties designated as No Smoking and may result in expedited eviction. At the end of your tenancy, the home will be inspected by one of our Inspectors. If determined there was smoking on the premises during your occupancy, you will be responsible for all extra cleaning fees including but not limited to: cleaning of carpets, upholstered furniture, drapes, and window coverings, pillows and bedding, exterior clean-up and considerations necessary to appease future tenants. Permission to charge the credit card on file is hereby granted if it is determined smoking on the premises occurred during your tenancy for additional fees and a non-compliance fee of \$250.00.

15. KEYS & LOCK OUTS. Access to the property will ONLY be provided if your signed VRA and payment in full has been received by Agent. For lockout situations due to tenant errors, we will make every reasonable effort to assist with an access code. For after-hours lock outs, please contact the after-hours service emergency number for assistance in reestablishing a new entry code.

16. LEASE AGREEMENT. This lease agreement contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed in writing as contained herein. No representation, agreements, undertaking or promises, whether oral, implied or inferred have been made by either Landlord or Agent unless expressly stated herein. North Carolina Law requires the collection of sales and use tax and a lodging tax due and payable by you.

17. SECURITY OF THE HOME. All of our properties are inspected after each tenancy. You will be responsible for payments should any of the following occur during your tenancy of the home: damage, theft or additional cleaning (for homes left in abnormally dirty condition at your departure) at the Agent's discretion. Should you or a member of your group experience an accident that causes damage to the home during your tenancy, you must report this to your rental office immediately. If you do not notify Agent of the accidental damage prior to your departure, you accept monetary responsibility for any damage, theft, long distance telephone calls, illegal use of internet, or CATV additional fees during your occupancy, permission to charge credit cards on file is hereby granted within 45 days after your departure. See #19.

18. EVENTS / SECURITY DEPOSITS. No events exceeding occupancy shall be held at the property during tenancy unless: 1. The property is advertised as an event home, 2. Agent has been notified, AND 3. special event fee and security deposit have been paid. Only properties advertising events allow events exceeding occupancy (limitations vary per property). Agent considers hosting an event without agent's prior consent or knowledge a material breach of this agreement. If Agent determines an unauthorized event was held during your tenancy, you agree to immediately pay an amount equal to the special event fee and liquidated damages. **To cover our event/wedding homes and/or other properties requiring a Security Deposit Payment:** The purpose is to allow the Landlord to recover some of the expenses incurred from obvious neglect and/or additional cleaning required. The Security Deposit provided for in this agreement shall be applied to actual damages caused by you as permitted under the Tenant Security Deposit Act. After your occupancy, the Premises

will be inspected to determine if such damage or theft (including additional cleaning) has been suffered. In such event, Agent shall deduct the cost of such damage or theft (including additional cleaning) from the Security Deposit, and you will be notified in writing within forty-five (45) days of check-out. In addition, Agent may deduct from the Security Deposit the amount of any unpaid long distance or per call telephone charges and cable television charges. Agent shall apply, account for, or refund your security deposit within forty-five (45) days following the end of the tenancy. You must notify the Agent of any damage or theft to the property during your tenancy.

19. MALICIOUS / NEGLIGENT DAMAGE. Violation of the terms of this agreement or the rules and policies of the landlord or agent can be treated as a criminal violation and the agent is authorized to file charges with the appropriate local authority. Examples of actions which will be considered to be a violation include occupancy by more persons than authorized, intentional or negligent damage to the rental property and unlawful activity conducted by the tenant or guests. Leaseholder will be notified of any malicious/negligent damage discovered after your departure with the amount of damages, permission to charge credit card(s) on file is hereby granted within 45 days after your departure. See #17.

* **Initials** *Initial here that you understand and agree to #19 Malicious / Negligent Damage.

20. WAIVER OF LIABILITY. For hot tub, Jacuzzi tub, pool, elevator etc. herein called special feature, if so equipped, you understand there are risks that may be involved in using the special feature as well as using other areas of the property. In particular, you understand that there are potential dangers that the special feature may present to members who are not carefully supervised as well as the danger of any person using the special feature with health risks or while intoxicated or using any kind of drugs or medication, or if pregnant. Children under the age of 14 must have adult supervision at all times while using special features. Children under the age of 14 are not allowed in the hot tubs, as well as individuals with heart condition, pregnant and/or over 80 years of age. As Leaseholder, you agree to explain the risks of using the special feature to any guests you may have at the property and will assume all responsibility for use of the special feature by you, and your guests. As Leaseholder, you also understand and agree that you are responsible and liable and will pay Agent upon request for any damages and/or service calls that occur due to the misuse of a special feature or its support equipment by you or your guests', for example, but not limited to, walking on the hot tub cover, damaging the pool liner, allowing the water level to become too low, or causing water overflow inside the house, tampering with pool, pool heater and/or hot tub equipment, improper use of elevator.

21. VIOLATIONS OF LOCAL COMMUNITY/TOWN ORDINANCES. Agent has no control over individual subdivision rules and regulations. Each subdivision is governed by a unique set of policies and guidelines with regards to such items as early check-in, usage of subdivision amenities, on-street parking, storage of recreational vehicles, utility trailers, etc. Agent is not liable for fees assessed for community/subdivision violations. All town ordinances prohibit fireworks on the beach and at rental homes. An expedited eviction will be filed if our office is notified that a complaint has been made against the leaseholder or any party on the premises of any Beach Realty vacation rental home.

22. STATES OF EMERGENCY/HURRICANES. If state or local authorities order a mandatory evacuation of an area that includes the subject property, you must comply with the order. You will not be entitled to any refund if you have not purchased trip insurance offered through the agent's recommended carrier. Once insurance is purchased, it is non-refundable after fifteen days from purchase.

23. SYSTEMS FAILURES. In the event the rental property sustains a failure of a system, including but not limited to water, sewer, septic, electrical, mechanical, heat pump, HVAC, pool, pool heater, hot tub, internet, cable or other system or structural component, neither the Landlord nor the Agent shall be liable to you in damages and no refunds will be given for such failures. However, Agent will make an

effort to promptly repair or replace a failed system or equipment, and in such event, you agree to permit Agent or its service personnel to have access to the property to inspect and make such repairs.

24. EVENTS BEYOND OUR CONTROL. Neither Landlord nor Agent shall be liable for events beyond their control which may interfere with your occupancy of the property such as weather, other acts of God, beach nourishment, theft, acts of governmental agencies, fires, strikes, construction or war. No refunds shall be given for such occurrences.

25. DOUBLE BOOKINGS. Double bookings are rare. In the event that your reservation for a rental property overlaps or matches the reservation of another Tenant, Agent reserves the right to relocate you to a different property within the Agent's rental program or within the rental program of another company. Every effort will be made to ensure that the replacement property is comparable to the original rental property. You will have the option to accept the replacement property or to accept a refund of all rents and fees paid for the original booking. These alternatives will be the sole remedy for any and all damages, liability, or inconvenience arising out of the double booking.

26. FORECLOSURES. If Agent is made aware of any foreclosure proceedings, Agent will notify tenant immediately. In the event of a monetary loss to Tenant, Tenant understands that their sole recourse is with the Landlord of the rental property. Tenant agrees agent is not responsible for funds lost due to transfer of property ownership.

27. PRINTING ERRORS. Tenant agrees Agent is not responsible for errors and omissions in the property advertisement, brochure, lease agreement and/or Internet www.beachrealtync.com and/or other websites Agent may use.

28. INTERPRETATION. This Lease shall be governed by and interpreted in accordance with the laws of the State of North Carolina and shall be treated as though it were executed in the County of Dare, State of North Carolina. Any dispute or action filed relating to this lease shall be instituted and prosecuted in the General Court of Justice within the State of North Carolina and the County of Dare shall be the sole venue for such action. You, by execution of this agreement, specifically consent to such jurisdiction and venue and to the extraterritorial service of process should such service become necessary.

29. ATTORNEY'S FEES. In the event of your breach of the terms and conditions of this Lease, you shall be liable for all damages incurred by Landlord or Agent resulting from such breach, including all court costs, and expenses and including reasonable attorney's fees.

AGREE TO TERMS AND CONDITIONS

PLEASE SIGN BELOW: This VRA is executed under authority granted by rental management agreement between Agent and Landlord subject to the terms and conditions of said rental management agreement. **YOU ACKNOWLEDGE THAT YOU HAVE READ ALL PAGES.** You are to furnish your own cleaning supplies, paper products, beach and kitchen towels, bed linens & bath towels (unless otherwise noted herein). **SIGNATURE BELOW MUST BE THAT OF PRINTED TENANT ABOVE** who will be the contact person for all communications between Tenant and Agent unless a different person has been designated in writing in advance of the rental term. Tenant must be at least 24 years of age.

Signature:  Click here to sign

Email:

REQUEST EARLY CHECK-IN

Early Check-in may be available upon request for an additional fee of \$200 plus tax (if available). Early Check-in time begins at **1pm** on day of arrival. Please know, early check-in is not available for homes with 7 or more bedrooms.

Request below if you wish to request to purchase Early Check-in. If Early Check-in is available, the appropriate fee will be added to your initial payment and processed immediately. You will receive an email notification upon returning your lease if Early Check In is available or not available.

Would you like to request Early Check-in?

Yes

No

Please know this is a request only and will be confirmed or denied based on availability. We have limited availability for early check-in, so we encourage those interested to request it as early as possible, no later than 14 days prior to arrival.

LINEN OPTION

The Linen Option (if purchased) includes bed and bath linens delivered to your home prior to arrival. If you decline this charge, you will need to bring your own sheets, pillow cases and towels (bath, hand, washcloth and kitchen towels). Linen Option prices vary, see amount on Vacation Rental Agreement.

Would you like to purchase linen service?

Yes

No

*If you **decline** linen service, you are opting to bring your own linens. The linen charge will be removed from your reservation. Please note: Beach towels are not supplied in any of our properties.*

Linens, if purchased, will be placed inside the home prior to your arrival. If you are missing linens upon arrival, please contact us immediately. Linens for the next guest's arrival are delivered during your occupancy, usually in bins under the carport. Please do not use or tamper with linens for a future arrival or else leaseholder will be financially responsible for additional linen fees.

4x4 CAROVA BEACH PARKING TERMS

4x4 Access Disclaimer: A four-wheel drive vehicle is required to navigate 4x4 Carova Beach area. While there are no paved roads, the views of roaming wild horses and open shoreline are breathtaking. Driving conditions in 4x4 Carova may be impacted by heavy rain and/or surge and could result in inaccessibility at times. Driving through water is not suggested and may cause damage to vehicles. Knowing information on the rising and falling of tides can be helpful. Cellular service may also be unreliable in this remote destination so we advise planning accordingly and taking extra precaution when entering and exploring the beautiful Carova 4x4 Beaches.

Beach Parking: Currituck County has initiated a parking permit system for Carova beach. Permits are not required to drive on the beach in order to access the house, however, **Vehicles MUST have a county-issued Beach Parking Permit properly displayed to park on the beach from the last Saturday of April through the first Saturday in October.** For 2023 season (4/29/2023- 10/7/2023), two parking permits will be provided per property. The passes should be picked up from our Duck office (1450 Duck Rd. Duck, NC 27949), and are to be returned to the Duck office upon departure. Failure to return one or both permits will be subject to a \$250 fee. Additional permits are \$50/permit and can be purchased online at <https://currituckcountync.gov/beach-parking>

For more information, please view Currituck County's Website: <https://co.currituck.nc.us/beach-parking>

[Duck Office: 1450 Duck Rd. Duck, NC 27949](https://co.currituck.nc.us/beach-parking)

Currituck Mainland Visitor Center: 106 Caratoke Highway Moyock, North Carolina 27958

Corolla Visitor Center: 500 Hunt Club Drive Corolla, North Carolina 27927

***Initials** *Initial here that you have read and understand the 4x4 Access Disclaimer & Beach Parking terms.