



Beach Realty & Construction

KITTY HAWK RENTALS

Vacation Rental Agreement

BeachRealtyNC.com

This is your Vacation Rental Agreement for your upcoming Outer Banks vacation with Beach Realty / Kitty Hawk Rentals. Please review and sign immediately to confirm your reservation. You will not be able to submit this contract until the **two required signature** lines and the **four required initials** lines are completed.

Name on Reservation:

Guest Address:

Property:

Property Address:

AMOUNT PAID TO DATE:

Arrival	Departure	Date Booked

Booking Charges

Description	Fee
Rent Charges Total:	
Processing Fee:	
Travel Insurance:	
Taxes:	
Total Booking Charges:	<input type="text"/>

Payment Schedule

Description	Due Date	Amount
Initial Deposit		
Final Deposit		

Signature:

Email:

1) TRAVEL INSURANCE OPTION

North Carolina State law requires us to show in writing that we have offered Travel Insurance to you. By initialing this below, you give your written permission to remove the insurance. You will receive an updated booking summary upon submitting this contract.

To Decline Travel Insurance:

Initial Here

INITIAL ABOVE If you **DO NOT WANT** Travel Insurance protection (see above for amount.) **NOTE: Travel insurance is considered accepted when payment is received for the premium.** Leaseholder will have 10 days from the date the first payment is posted to the reservation to decline the travel insurance, or it is non-refundable.

Helpful Links:

[Why Buy Travel Insurance Policy Information](#)

If the above links do not work, please visit trippreserve.com for more information regarding travel insurance.

2) DOG FRIENDLY OPTION 2018

This property allows dogs (please refer to section 13 under Terms & Conditions) limited to two adult, house-trained dogs unless otherwise specified in property description. If you are bringing a dog, **\$150 (plus tax) pet fee** will be added to your reservation.

Will you be bringing a dog? Initial below on the appropriate line

YES: ***Initial here if you will be bringing a dog.**

NO: ***Initial here if you are NOT bringing a dog.** *By initialing here, you acknowledge that no pets will be on the property during your stay. Therefore the pet-fee will not be added to your reservation.*

3) SHEETS & TOWELS PROVIDED 2018

This property provides sheets & bath towels (number of towel sets based on total occupancy of property).

4) KEY PICK UP OPTION

If you would like to allow another party to pick up your check-in package and keys, their information must be included below. Otherwise keys will be not released to another person except for the name(s) on the lease. I, leaseholder, give permission to the following person(s) to pick up keys and sign any necessary documentation; he/she must be 24 years of age or older.

Name: .	Age: .
Name: .	Age: .
Name: .	Age: .

5) PAYMENT TERMS

Payments made to date:

**This does not include payments made to third parties.*

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.

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.

Please initial here that you have read and understand our payment terms

***Initial here.**

6) MINIMUM AGE REQUIREMENT

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

I am at least 24 years old.

7) TERMS AND CONDITIONS 2018

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.

1. RENTAL FINANCES: ADVANCE RENTAL PAYMENT. To confirm your reservation, this signed contract and your rent payment are due immediately. **At the time the reservation is placed** one half of the reservation period's rental rate, a non-refundable processing fee, Travel Insurance Protection premium (if applicable) and applicable state and local taxes 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, Master Card, Discover, money order, 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 Owner 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 a \$25.00 handling fee for all returned checks. All payments made by you will be deposited in Wells Fargo, Kill Devil Hills, NC. 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 one-half (1/2) of the gross rent as advanced rent and all 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), due 30 days prior to your arrival. 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.

***If you would like to allow another party to pick up your check-in package and keys, their information must be included above. Otherwise keys will be not released to another person except for the name(s) on the lease.**

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.* 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 our processing 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 lease holder, 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.

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

3. CREDIT CARD CHARGEBACKS - By signing this Vacation Rental Agreement, you agree that you will not issue a credit card chargeback or funds reversal at any time. 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. If you initial in appropriate space below, we will contact you to advise availability and secure payment. (Early check-in fee is based on the size of the house plus tax.) 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.

5. CHECK-IN / CHECK-OUT / LATE ARRIVAL. CHECK IN TIME BEGINS AT 4:00PM AND IS NOT GURANTEED 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 and/or entry code may be subject to trespassing charges filed against them and/or charged for an extra day of rental.**

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 will 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, keys and directions to your rental will be in our drop box at your check in office,

NO KEYS WILL BE GIVEN UNLESS ENTIRE BALANCE DUE IS PAID IN FULL AND LEASE AGREEMENT SIGNED. NO ONE WILL BE AVAILABLE AFTER HOURS TO RELEASE KEYS. You acknowledge the security risk inherent in late check-ins. After office hours, call the emergency number provided on your check-in envelope and posted at each office.

6. INDEMNIFICATION AND HOLD HARMLESS. You agree to indemnify and hold harmless the Owner 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 Owner 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. The terms "Agent" and "Owner" as used in this Agreement shall include their heirs, successors in interest, assigns, employees, agents and representatives where the context requires or permits. 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.

7. EXPEDITED EVICTIONS. Agent is authorized through its contract with the property owner 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 you being asked to vacate the subject property immediately. Any tenant who leases residential property subject to a vacation rental agreement for 30 days or less may be evicted, 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. Issue or threaten credit card chargeback during occupancy.

8. RECREATIONAL 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.

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. You 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. YOUR 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. You agree to reimburse agent and/or owner the amount of all damages reported or found after your tenancy. 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, 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. 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.

_*INITIAL HERE* that you have read and understand Your 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 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 owner does not honor the lease, agent reserves the right to refund the rental payments or move the tenants to a new property.

13. DOG FRIENDLY HOMES. Properties permitting dogs will have a fee for the privilege. **LIMITED TO 2 ADULT HOUSE-TRAINED DOGS ONLY.** No dogs are allowed in pools or hot tubs. If Agent determines that dog was in pool, an additional \$150 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.

14. NON-SMOKING HOMES. Most of our homes do not allow smoking inside the home. At the end of your tenancy, the home will be inspected by one of our Inspectors, if determined the home was smoked in, 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 and considerations necessary to appease future guests. Permission to charge the credit card on file is hereby granted if it is determined home was smoked in during your tenancy.

15. KEYS & LOCK OUTS. Keys will ONLY be left out when our offices are closed or for late check-in **if your signed VRA and payment in full has been received by Agent.** For lockout situations due to guests' errors, we will make every reasonable effort to assist with an additional key. After 9 pm, please call a locksmith at your own expense. For homes with our keyless entry system,

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 guest's tenancy. You will be responsible for payments should any of the following occur during your tenancy of the home: damage, theft and additional cleaning (for homes left in abnormally dirty condition at your departure). 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 Beach Realty 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 #18.

To cover our wedding homes (which require a Security Deposit Payment): Some of our properties may require a refundable damage deposit. The purpose is to allow the owner 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 Management Company of any damage or theft to the property during your tenancy.

18. MALICIOUS DAMAGE. Intentional 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 malicious include occupancy by more persons than authorized, intentional damage to the rental property and unlawful activity conducted by the tenant or guests. Leaseholder will be notified of any malicious damage discovered after your departure with the amount of damages, permission to charge credit cards on file is hereby granted within 45 days after your departure. See #17.

19. 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. Please note 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 that occur to the special feature and its support equipment through you or your guests' misuse and/or negligence, 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 or tampering with pool, pool heater and/or hot tub equipment.

20. VIOLATIONS OF LOCAL COMMUNITY/TOWN ORDINANCES. 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.

21. 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 ten days from purchase.

22. 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, hot tub 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.

23. 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.

24. 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 insure 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.

25. 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 Owner of the rental property. Tenant agrees agent is not responsible for funds lost due to transfer of property ownership.

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

27. 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.

28. 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.

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 THIS IS A FIVE-PAGE VRA AND 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:

Email: