

# Vacation Rental Agreement with Beach Realty NC

#### 06/08/2025

Reservation Number: 27485

Name on Reservation / Leaseholder: Reservation

Leaseholder Address: 1336 Fairy Fall

Property: Down by the Sea- 1/2 1/2

Property Addres: A S Memorial Blvd Kill Toll Hos Kill Levil Hills, NC 27,9-18

Arri 0.0/2025

Jeparture: 09/06/2025

Reservation Learnis:

each Realty of NC Inc.

20 N Croatan Hwy, cucty Hawk, North caroling Us

For he's: 252-441-7236 (local) Fax:

We ite: http://www.ueachrealtync.com/ Email: info@beachrealtync.com

Guest Details Stay Information Room Information

Total Rent:	\$3,528.05
* Processing Fee:	\$252.24
Total:	\$3,780.29
Tax:	\$481.99
Travel Insurance By Travel Guard:	\$340.98
Total (includes all taxes & applicable fees):	\$4,603.26
Grand Total (includes all taxes, applicable fees, deposits and processing fee):	\$4,603.26
* - taxable fee	
Payments/Folio History	
Date Type Description	\ \ \ \ \mount
Total (includes all folio items):	\$4 73.26
Balance:	\$ 4, 3.26
Balance After Processing Suited Promients:	\$4 6 <sub>~</sub> 3.26
Grand (With Leposits):	\$4,0 6
Guest Security Legosit	pU.00
Date Description	Amount
x sit in Escrow:	\$0.00
E cit Security Deposit	\$0.00
Date Type Description	Amount
Deporturescrow:	\$0.00

## Initial Payment Amount Due Today:

\$2,258.51

Remaining balance will be due 30 days prior to arrival. You will receive reminder notifications as payment due date approaches.

# **Optional Add-Ons:**

## Guest Linen Option (if applicable): Not available

If Guest Linen Option is Not Available, then Linens including sheets and towels with beds made are included in your reservation purchase. If you decline to purchase the guest linen option, you will need to bring your own sheets and bath towels.

## Request Early Check In (if applicable):

This is a request only and will be confirmed upon return of this Vacation Rental Agreement based on availability. If Early Check In is confirmed, your check-in time will be 1pm on arrival date.

## Request Pool Heat (if applicable): Not Available

Pool heat (if applicable) must be requested and a considerable at least two weeks into to arrival. Pool heat fees vary per hom the positive listing for details. Please understand the weath the pool water temperature dictated the effectiveness of a polyheater. Freed to the affect pool water temperature to the normal shan 10 degrees about air temperature. No refulls who he given case where yeather affects to temperature of the polyheater.

Pots (if applicable

lease select 1 in you are bringing 1 or 4 Dogs. Pet fee of \$150 + tax applies. The select 2 if you are bringing 3 or 4 Dogs. Pet fee of \$300 + tax applies. It is the contact of the property does not allow pets.

OPT IN TO SMS MESSAGES		$\neg$
Primary Mobile Phone on file:	XXX-XXX-XXXX	
We use text messaging to alert you	when your home is rea	dy for your arrival and
provide important updates during y	our stay.	
By selecting <mark>yes</mark> below, you agree to	receive text message:	s at the number provided.
Message frequency may vary. Stand	lard message and data	rates may apply.
Choose <b>Yes</b> or provide another mob	ile phone number with	n permission to receive SMS
messages during your stay.		
Yes		
No, please update mobile phone:		
Travel Protection Plan		
Traver recedent lan		25.
REQUIRED: Please accept or decline th	e optional travel	cular Ly selecting CCEPT or
DECLINE below. If accepted, the travel p		
on file. The travel protection plan 3. Sac	of of of and is calculated	based on the tot booking
charges. If you decline it is protection,		ce of a mandaton evacuation
N.C.G.S 42 Niew Complete Plan De	et	
Share AC SPT and CUI		

Trail protection has been made available of the protection. The Plan includes coverage for the last of your prepaid mon-reference of the protection as a way for you to help protect yourself and your content. Outstanding reservation costs are not eligible for reimbursement at the time of cancellation and the cost of the Plan is not eligible for a full refund outside of the Plan's free look period. Terms and conditions apply; please read your Plan documents carefully and contact Generali Global Assistance with coverage questions. More Information [
https://www.generalitravelinsurance.com/content/dam/external/marketing/g-330coast-why-buy-

i -- b en c

https://www.generalitravelinsurance.com/content/dam/external/marketing/g-330coast-why-buy-flyer.pdf]

The plan cost includes the travel insurance premium and assistance services fee. Travel insurance coverages are underwritten by: Generali U.S. Branch, New York, NY; NAIC # 11231, for the operating name used in certain states, and other important information about the Travel Insurance & Assistance Services Plan, please see <a href="Important Disclosures">Important Disclosures</a>.

https://www.generalitravelinsurance.com/customer/disclosures.html

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#### 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 texted and emailed to the leaseholder as soon as your home is ready for check-in.

## 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 yment. Please reference payment schedule on page 1.

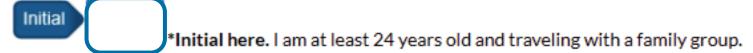
### Final Payment

Your balance is due for coys prior to arrival. Your final proment will be automatically schedule and die date, unless you are not alternated rrangement with a secretarion agent prior to layr to the date. You will relieve payment renor der emails with the or and to late wour efferred remails cond.

ial hand it you have read and understand a payment terms.

## TRAVEL REQUIREMENTS

Beach Realty / Kith American Requires leaseholder to be at least 24 years old and the same with a family group. Initial below to acknowledge the minimum age and samily group requirements of the leaseholder. Proof of age may be required.



### 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 percent on the Premises during Your tenancy (without regard to whether such a whole authority under this Agreement to be upon the Premise, where the context aquires or permits.

IMPORTANT DISCLOSUS Agent nereby discloses to You that Agent is a ling for and represented and ord. Agent does or present Temant. Tenant and of that Agent is not Landor part of rion ventuer, but in an Age eli cionship with indlois s gov the livi No in Caroli, in v. (u) If the Premises as rivate well, is so not a ove. It mes with rivate wells occasionally expense k in ressure, salty, stase at nd, reascolored water. The appear unpleasant out of sulfur. So e es a choose to use pottled visitar for drinking purposes even the go the water is potable. TWD and may have more prevalent water problems, eve in homes with wat systems; (c) Private Pools/Heated Pools/Community Pool Pool Reges 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.



 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, nonrefundable 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 guarant arrival. Advanced rents will be deposited in Agent's interest have a ust accounts a disbursed to the Landlord monthly. Interesting the will be payable to Agent Institute of the Landlord monthly. understood and agreed that discovered of advanced rent foods shall be made by Agent. Agent research ight to charge up \* 35. pass torquigh fee for each returns to calculate or payment disput. All symptos add vyou. If be deposited in All Syments made by you will be deposite and Somern Ballin Kit is lawk, NC. In t cent of a rent; over payment by this come pers of tenant's party; Agent s dileaseholder beck rive oviragia nount, less any procession, less incurred. The Landlord or his A land lese has the right to cance! A legement at any time pri to your taking possession of the property and offer available property from inventory or refund manies and shall be responsible for payment of all appliable taxes are to rates in effect at the time of possession. Agent cannot guara و محرود stal 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.

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 and may be entitled to receive a refund, less any rent difference (plus applied Scare a local taxes), our processing fee (plus applicable state ar Peaxes), a \$100 can lation fee (plus applicable state and local to the trover insurance premium) applicable. If travel insura weareness, your booking is in effect, any documentation requested of its ... by the insurance carries adjustcately, unclaim will be provided paid-in rull booking. Yours le this fer, tee this should you elect to purchase travel insurance arrived to a particular from the insurance carrier for a find claim, ar ind dia om to the led perty show a payable to the insurance carrier. Soll other starces, ny fill did from the re-rented propaid to the iche hower.

TRANSFE' 5: If the considers in the come unit it is more same year will be subject to a transfer fee or \$75 plus tax. Iranside small be approved by the Landlord and to dates of equal or lesser with the consideration of the consideration of

Initial

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 than 14 days prior to arrival. Every effort is made to accommend an esercine se but circumstances may arise beyond Agent's contact water provents fully guaranteeing this option. Early Choose amnot be granted if the Landlord has rented the preceding was a furger trepair work is equire to before or during expected arrive sine, or for unforeseen city on the Early contact in fee will be are refunded in the even we innot an arly neck-in rending turnov r maintenance services be of soin fautil 4 n. Aquat menit are not guaranteed ob leady b. Tenal is to til 4. I on the day of arrival 5. CHECK-IN THECK IN / LA TAIR AL. CHECK IN THE RECENT ALOOPM AND IS NOT GUA TANT EL NTIL 6:00PM ON THE DOT R. SERVATIO. ant agrees that Agent their employees, Landlord or service ersonnel, for the purpose of classical repair, may remain on the premises until vork is completed \_\_\_\_\_ate this lease commences, and may enter at 10:00 A.M on date 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

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.

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FULL AND LEASE AGREEMENT IS SIGNED.

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 many other warranty of any kind, except as otherwise expressive the deprecial, we ther written or oral, statutory or contractual, expressive simplied, including without limitation, THE WARRANTY OF A CONTABILITY AND FIT ESS FOR A PARTICULAR PURPO AND SECUNDARY OF A Which are hereby spressive scluded.
- 7. EXPENSIVE VICTIONS. Agent is cuther zeconor on hits management agreement with the property Landlord to be the smill property of Lease older must be at least 24 years of an Agent property as into find mitted contents be provided. No his school, college, or singles proupour opernittic Misrepresentation will recommend to the single state of the content of the mitted of the mitted of the property for 90 days or less are subject to chis rental agreements and of it's terms including eing subject to expedited evictions is vertically terminated, and removed from the property in an expedited eviction as expired; 2. Commit a material breach of the terminate 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 the landlord the interest of same. Agent hereby discloses to you if your including purchase in the insurance protection with this agreement which will be compensated by the Insurance Company for cooperation in the transaction. Agent may retain to its benefit any company for cooperation, rebotes, volume discount referrulings and related charges on this products, supplies or invite an ingention tents. These in the e, but the not necessarily limit. To equal many supplies, remains linear and towels problem.
- 1 . TENANT Divers. You regive that reperty will not be occurred at any time by m e than the making may lowable number of occasion; two individuals per be communities otherwise advertised of anali care for the property as if it was your own and to leave it upde to a, clean and keep conditions safe throughout your 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

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 POST OL HEATERS, INTERNET OR CABLE SERVICE, ETC, If and the element or internet are available in the property and additional of the stare incurred, then you shall be responsible. If the Agent has to strive an additional \$25.00 service charge ill be added to the bill address that Agent may the Property during reasonable hours a make the repairs, all extions improvements thereto. Age an involve appropriate. The person who sign the ichtal agreem of will be leamed of the last le contact person for all communications week ten into the Agent unless a fire of person has be in lesignated by tird in advance of the control of the reptron.

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 converged to show property during tenancy property is soil to that the new Landlord does not honor the lease and asserves the right to refund a rental payments or move the tenancy property. Refer to SS 42A-19 bit is a Vacation Rental Act
- 13. PFTS in less otherwise advertised pet are rick forbid in on or within the perty whether on a tempor. ball or of the seal whether belonging to the enant or any selse. A pertical or his ing logs will have fee for the privilege LIMITED TC ADULT DOSE-1. A VEI DO ONLY. Tenant chair not be using dog in attended at purpose sing crace or pen. No dogs are composed or hot ul s. If Agent of tell in that dog was in pool or y additional \$150 plus tax arge will apply. Properties that do no learny state that pets are allowed DO NOT ir mit dogs. If any animal cought to a property that does not allow dogs or the all that is not all learn advance, in writing, violation of the NO PET rule will be grow 25 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 solutions scode. For after-hours lock outs, please contact the after-hours lock emergency imber for assistance in reestablishing a new entire.
- 16. LEASE AGREEMENT To see a greement contains the entire agreement of the parties and the seement representations the emitted or viver provisions other than those copressed in writing as contained he eig. No sepressed ation, agreements, undertaking or promise, whether cooking led or interred have been made by either and lord or vitent unless expressly stated in tein. North Carolina Lave see the pilection of sales and course of a sales and course by you.
- You will be responsible for payments thought any of the following occur during your tenancy of the home to be, theft or additional cleaning (for homes left in about malls to 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 an acquiring, the Premises will be inspected to determine if such damas an eff (including dditional cleaning) has been suffered. In such every specific shall deduct the cost of sign damage or theft (including additional lies ling) from the Security is posit, and you was be notified in writing a miniforty-nve (45) do the k-out, maddition, Agent may do it to rom the Security Deposit in amount of arm inpaiding distance of per call relephone charges are hable winch charges. Age shall account for, refund you se prity it sit vitals for ty-to (45) days rollowing the end of the tenancy. You must not by the All In the high damage or the factor the large during your tenancy.

1). MALICIC NEGLIGENT CAMACT Contion of the terms of this agreement or the rules and policics or the decoration of agent can be treated as a criminal violation include agent. Control of the agent of the charges with the appropriate local authority. It is a criminal 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.

\*Initial \*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 sport to exare the its support equipment by you or your guests', for example in some continuous will go on the hot tub cover, damaging the pool liner will give water level to become to low, or causing water overflow incition in ouse tampering with party pool heater and or hot tub equipment, " Orcperusz or elevator

21 MC TIONS OF LOCAL COMMONITATION (CONTRACTOR DINAISES. Agent has no solution over individual subdivision reasonable and solutions and solutions are solved and solutions are solved and solutions are solved and solutions. Agent solved in the solutions are solved and solved 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 for a rental property overlaps or matches the reservation for a rental property of the right to relocate you to the property within the Agent's rental program or within the reservation of another company. Every fort will be made to ensure that the property is comparable to the origin rental property in a hill mayor the option to account the eplacement property or to account the sole remediator and a same matches the right of the property of the double pooking.
- **26. FORL** \*\*I OSURES\*\* fixtent in more a variety any foreclosure proceeding will notify term it immediately. In the event of a monetary loss thank, lenant understands that he cole recourse is with the Land of the rental property. Tenant agrees Laent is not responsible to make lost due to transfer of property ownership.
- 27. Printing to 3. Tenant agrees Agent is not responsible for errors and an 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 on the entire term. Tenant must be at least 24 years of age.

Renters Printed Name agreement Stout

Renter's Signatur.

Date Signed d ... nteu Name

you for choosing a Beach Realty of NC, Inc. property. We will be sending you more information regarding the property as we near your stay. Please do not hesitate to call us if you have any questions.

Beach Realty of NC, Inc. 4820 N Croatan Hwy Kitty Hawk | NC | 27949 252-441-7166 info@beachrealtync.com