

THIS IS A VACATION RENTAL AGREEMENT UNDER THE NORTH CAROLINA VACATION RENTAL ACT. THE RIGHTS AND OBLIGATIONS OF THE PARTIES TO THIS AGREEMENT ARE DEFINED BY LAW AND INCLUDE UNIQUE PROVISIONS PERMITTING THE DISBURSEMENT OF RENT PRIOR TO TENANCY AND EXPEDITED EVICTION OF TENANTS. YOUR SIGNATURE ON THIS AGREEMENT, OR PAYMENT OF MONEY, OR TAKING POSSESSION OF THE PROPERTY AFTER RECEIPT OF THE AGREEMENT, IS EVIDENCE OF YOUR ACCEPTANCE OF THE AGREEMENT AND YOUR INTENT TO USE THIS PROPERTY FOR A VACATION RENTAL.

1. Tax rates are calculated as of the time of this Agreement. Guest shall be responsible for payment of all applicable taxes according to rates in effect at the time of occupancy.
2. All of our vacation properties are individually owned and reflect each owner's taste and requirements. These differences in ownership contribute to each property's identity. All properties provide linens. If you have specific standards or requirements for your vacation residence, we advise personal inspection of the property prior to making your reservation. **WE CANNOT MAKE SUBSTITUTIONS OR GIVE REFUNDS UPON YOUR ARRIVAL.** Your signature on this Agreement or payment of money or taking possession of the property after receipt of the Agreement is evidence of your acceptance of the Agreement and your intent to use this property for a vacation rental.
3. SECURITY/DAMAGE DEPOSIT A security/damage deposit is charged on all reservations for stays of 28 days or more when a "monthly" rate is offered.
4. ACCIDENTAL DAMAGE PROGRAM (ADP). Included in your rent is our Accidental Damage Program (ADP). The ADP replaces the security deposit and prevents action against the guest for accidental damage up to \$2000 for stays of less than 30 days. Guests are responsible for any and all damage to vacation property or theft of items from property. Guests are responsible for and assume liability for all damage, defacement or removal of personal property inside or outside the premises. The ADP fee will cover accidental damages not excluded from coverage hereunder which would normally be covered by deducting the cost of repair or replacement from a security deposit. The ADP fee will cover up to \$2000 in damage for stays of less than 30 days, and if the damage exceeds \$2000, the guest will be remain liable. The ADP does not cover the following: 1) Intentional, willful, reckless, or malicious acts of the guest or others on the property during the occupancy. Negligence of tenant or intentional misuse of furnishings, appliances, equipment, or other amenities provided with the home. 2) Pet damage. 3) Excessive cleaning. 4) Phone and/or movie rental charges. 5) Failure to return keys, gate cards, pool passes, etc. 6) Theft of owner's property. 7) Damage caused while under the influence of alcohol or drugs. 8) Damages to real property, furnishings, or any vehicle from operation of a motorized vehicle or vessel by a guest. 9) Damages related to smoking. 10) Damages related to Henna tattoo stains. 11) Damages in excess of \$2000. 12) The conditions of the ADP applies to all family members of the guests' party. Damage caused by unapproved reservations per our Rental Agreement and Addenda (see "Families Only" and "Special Event Occupancy") will not be covered. 13) The ADP is limited to tenancies of 30 days or less. 14) The ADP is provided to the tenant and shall extend to all members of the tenant's party. This is not an insurance product.
5. CANCELLATION POLICY Should you need to cancel or transfer your confirmed reservation for any reason, all monies paid will be forfeited. If the property is re-rented for the same time period at the same rental rate and confirmed by another guest for the entire period of your reservation, your required pre-pay will be refunded, less paid travel insurance, \$150 cancellation fee and applicable taxes or any fees for goods or services which may have already been paid to third parties. ALL CANCELLATION REQUESTS MUST BE MADE IN WRITING. Sun-Surf Realty reserves the right to cancel or transfer a reservation prior to arrival. In the event we must do this, your reservation will be transferred to a comparable property or a full refund will be given to the guest. Sun-Surf Realty acts as Agent on behalf of the homeowner of resort rental properties and reserves the right to cancel any Vacation Rental Agreement prior to guest's arrival. Should this occur, guest will be refunded all monies paid. Sun-Surf Realty nor the homeowner shall be held liable for any damages occurred as a result of the cancellation. We will make every effort to move you to a comparable resort rental property however, should the property offered be more expensive, the guest will be responsible for paying the difference.
6. SEVERE WEATHER There are no refunds in the event of a hurricane, evacuation, or inclement weather. **We strongly recommend that you purchase the travel insurance offered to protect against potential loss.** For more information on Vacation Travel Protection Insurance please refer to Addenda 1-A.
7. Agent agrees to provide the Premises in a fit and habitable condition. If at the time Guest is to begin occupancy of the Premises, Agent cannot provide the Premises in a fit and habitable condition or substitute a reasonable comparable property in such condition, Agent shall refund to Guest all payments made by Guest. Agent shall conduct all brokerage activities in regard to this Agreement without respect to the race, color, religion, sex, national origin, handicap or familial status, sexual orientation or gender of any Guest.
8. Guest agrees to comply with all obligations imposed by the Vacation Rental Act on Guest with respect to maintenance of the Premises, including but not limited to keeping the Premises as clean and safe as the condition of the Premises permit and causing no unsafe or unsanitary conditions in the common areas and remainder of the Premises that Guest uses; and notifying Agent in writing of the need of replacement of or repairs to a smoke detector, and replacing the batteries as needed during your stay. Guest agrees not to use the Premises for any activity or purpose that violates any criminal law or governmental regulation and may use the Premises for residential purposes only. Guest breach of any duty contained in this paragraph according to contract shall be considered material, and shall result in the termination of your occupancy. Guest understands and agrees that the herein described premises are to be used solely for vacation purposes.
9. If the occupancy created hereunder is for 30 days or less, the expedited eviction procedures set forth in the Vacation Rental Act will apply. Guest may be evicted under such procedures if Guest: (i) holds over in possession after Guest's occupancy has expired; (ii) commits a material breach of any provision of this Agreement (including any addendum hereto) that according to its terms would result in the termination of Guest's occupancy; (iii) fails to pay rent as required by this Agreement; or (iv) has obtained possession of the Premises by fraud or misrepresentation.
10. Guest agrees to indemnify and hold harmless Agent and the owner from and against any liability for personal injury or property damage sustained by any person (including Guest's visitors) as a result of any cause, unless caused by the negligent or willful act of Agent or the owner, or the failure of Agent or the owner to comply with the Vacation Rental Act. Guest agrees that Agent, the owner or their respective representatives may enter the Premises during reasonable hours to inspect the Premises, to make such repairs, alterations or improvements thereto as Agent or owner may deem appropriate, or to show the Premises to prospective purchasers or guests. Guest shall not assign this Agreement or sublet the Premises in whole or part without written permission of Agent. Guest understands and agrees that any guest of his shall be the responsibility of the Guest and that any violation of this Agreement by guest of the Guest shall be grounds for summary termination of this Agreement.
11. Transfer of Premises. If the owner voluntarily transfers the Premises, Guest has the right to enforce this Agreement against the buyer of the Premises if Guest's occupancy under this Agreement is to end 180 days or less after the buyer's interest in the Premises is recorded. If Guest's occupancy is to end not later than 180 days after such recordation, Guest has no right to enforce the terms of this Agreement unless the buyer agrees in writing to honor this Agreement. If the occupancy is to end more than 180 days after recording of the grantee's interest, the guest shall have no right to enforce the terms of the agreement unless the grantee has agreed in writing to honor those terms, but the guest shall be entitled to a refund of payments made by him or her except other fees owed to third parties not already lawfully disbursed. Not later than 20 days after transfer of the Premises, the grantee or his Agent shall: (i) notify Guest in writing of the transfer of the Premises, the buyer's name and address, and the date the buyer's interest was recorded; and (ii) advise Guest whether Guest has the right to occupy the Premises subject to the terms of the Vacation Rental Agreement (iii) Advise each guest of whether he or she has the right to receive a refund of any payments made by him or her.
 - (b) Upon termination of the owner's interest in the Premises, whether by sale, assignment, death, appointment of a receiver or otherwise, the owner, owner's agent, or real estate agent is required to transfer all advance rent paid by Guest (and other fees owed to third parties not already lawfully disbursed) to the owner's successor-in-interest within 30 days, and notify Guest by mail of such transfer and of the transferee's name and address. However, if Guest's occupancy under this Agreement is to end more than 180 days after recordation of the interest of the owner's successor-in-interest in the Premises, and the successor-in-interest has not agreed to honor this Agreement, all advance rent paid by Guest (and other fees owed to third parties not already lawfully disbursed) must be transferred to Guest within 30 days.
 - (c) If the owner's interest in the Premises is involuntarily transferred prior to Guest's occupancy of the Premises, the owner is required to refund to Guest all advance rent paid (and other fees owed to third parties not already lawfully disbursed) within 60 days after the transfer.
11. This is a legally binding contract. If not understood, seek competent advice. This Agreement shall be governed by and interpreted in accordance with the law of the State of North Carolina. This Agreement shall be treated as though it was executed in the County of Carteret, State of North Carolina and was to have been performed in the County of Carteret, State of North Carolina. Any action relating to the Agreement shall be instituted and prosecuted in courts in Carteret County, North Carolina. Customer/Guest specifically consent to such jurisdiction and to extrajurisdictional service of process. Amendments to this Agreement must be in writing and signed by all parties. This Agreement represents the entire Agreement of the parties, and there are no misrepresentations, inducements or other provisions other than those contained in the Agreement.
12. Addenda. Any addenda to this Agreement are described in the following space and attached hereto: 1-A. Guest agrees that Guest has received and read any such Addendas, and that these Addendas shall constitute an integral part of this Agreement.