

## ADDENDA 1A

**OFFICE HOURS** We are open 7 days a week from 9:00 AM – 5:00 PM. Our office hours may differ on Sundays during the off-season and on holidays. Please call us prior to visiting our office to ensure we will be open.

**ARRIVAL/CHECK-IN 4:00PM** Please pick-up your keys at our office located at 7701 Emerald Drive. We are 2 miles from the Emerald Isle Bridge and 17 miles from the Atlantic Beach Bridge. If the property is ready prior to 4pm, guests will be notified by text and/or email. Please plan your trip accordingly as we need time to prepare your property for you. Unfortunately, we are not able to provide you with keys until the property is ready. Your account balance MUST be paid in full 30 days prior to check-in. PERSONAL CHECKS are accepted when received 30 days prior to arrival. Sun-Surf Realty reserves the right to delay check-in to the property until 8:00 PM should extraordinary circumstances arise. We must receive written notice from you if you wish to authorize another member of your party to pick up a key (with a valid ID). Sun-Surf Realty requires a minimum age of 21 for a rental guest to pick up keys.

**LATE ARRIVALS** If you will be arriving after our office is closed, please let us know. Your keys will be in a coded lock box in the entrance breezeway of our office. The code will be included in all email correspondence regarding your reservation. Keys will not be available to pick up after hours if you have not signed the contract and your account is not paid in full. Please check-in with our office the following morning by 11:00 AM.

**CHECK-OUT 10:00 AM** Our check-out time of 10:00 AM is strictly enforced; sorry no exceptions! All keys, passes and gate cards issued should be returned to our office by 10:00 AM. A late check-out will result in additional fees equal to one-night's rent.

**DEPARTURE** We are happy to provide a complimentary departure cleaning for you. Please maintain the property during your stay and treat it as if it were your own. Prior to departing, we ask that you close and lock all windows and doors, wash all dishes and put away, remove all trash and place in trash receptacles outside and empty the refrigerator. If you leave the property unusually dirty, your credit card will be charged for the additional cleaning cost. If you would like a mid-week clean during your stay, simply contact our office and we can schedule this for a fee.

**ACCOMMODATIONS** If at the time the tenant is to begin occupancy (Except in NC G.S.42A-36) and the Agent is not able to provide the property in a fit and habitable condition or substitute a reasonably comparable property in such condition, Agent shall refund tenant all payments made by the tenant. Please note that some homeowners of vacation rental properties have chosen not to provide window or door screens. All of our vacation rentals are individually owned and reflect the taste of each owner. Sheets and towels are provided in all our properties. Properties are set up for basic cooking needs. Properties may provide cable or streaming services. Please check property description. If during your stay, the owner is charged for "on-demand" movies or televised events or changes are made to the owner's services, you are responsible for the charges to the owner's account. Most properties do not provide phone services. Cleaning supplies and paper products are not provided. If you have specific standards or requirements for your vacation, we advise that you make a personal inspection of the property during the off-season prior to making your reservation. Please note that properties may or may not have security cameras. WE CANNOT MAKE SUBSTITUTIONS OR GIVE REFUNDS UPON YOUR ARRIVAL.

**RESERVATION CONFIRMATION PAYMENTS/FEEES** A deposit of 50% of your base rent is due at time of booking. If booking within 30 days of check-in, full payment is due. A credit card is required on file for all reservations. We highly recommend that all of our guests purchase Travel Insurance in order to protect your vacation from unexpected covered circumstances and mandatory evacuations. A request to sign the VACATION RENTAL AGREEMENT will be sent to you by email. We must have a signed Agreement in order for keys to be released. The balance of your account is due 30 days prior to check-in and if payment is not received, the reservation may be cancelled and all monies forfeited. An email reminder will be sent for the balance due.

**FORMS OF PAYMENT ACCEPTED** We gladly accept personal checks or certified funds if we have at least 30 days to process. Accepted forms of payment are US funds only. VISA and MASTERCARD are accepted for your convenience. For reservations made less than 30 days prior to arrival or for less than a full week, full payment is due at the time of booking. Sun-Surf Realty may disburse up to 50% of advance rent payments to homeowners and vendors prior to guest's arrival. A fee of \$25 will be charged for any checks returned for insufficient funds or a closed account.

**TAXES** We collect North Carolina sales tax of 6.75% and Carteret County occupancy tax of 6% on all rentals of 90 days or less. Although subject to change, as we go to press the total tax is currently 12.75%. Sales and occupancy taxes are charged on all rental items, services or fees at a tax rate of 12.75%.

**CANCELLATION/TRANSFER POLICY** In the event that you must cancel your reservation, notify us as soon as possible in writing. We will make every effort to re-rent the property. If we re-rent the property, all monies (less a \$150 cancellation fee, travel insurance, applicable taxes and any fees for goods or services which may have already been paid to third parties, and less any discount offered to secure a re-booking) will be returned within 30 days after we have received the advance rent payment from the new tenant. If we are unable to re-rent the property, the full rent payment will be forfeited. ALL CANCELLATION REQUESTS MUST BE SUBMITTED IN WRITING.

**2027 TENTATIVE RESERVATIONS** We gladly accept advance reservations for the following year anytime during your stay at no charge! Guests staying in a vacation rental have priority for rebooking that property for the following year until the Tuesday after their departure. Otherwise, the property is available on a first come, first served basis to others. Tentative reservations will be confirmed in 2026 when your deposit of 50% is due. Homeowners have first right to all weeks for the following year.

**VACATION TRAVEL PROTECTION INSURANCE** Because anything can go wrong, Sun Trip Preserver™ through Red Sky Travel Insurance offers vacation rental insurance by providing the most comprehensive coverage available. Sun-Surf Realty highly recommends that you purchase this insurance to protect you in the event of an unexpected and covered emergency including a mandatory hurricane evacuation. If you must cancel your reservation or in the event of a mandatory evacuation and you do not have travel insurance, you will not receive a refund. You may add this insurance up until your final payment due date. Separate terms and conditions apply. Please call 866-889-7409 with questions regarding coverage and for additional information. For a quick reference guide and coverage details, visit [www.trippreserver.com](http://www.trippreserver.com). Sun-Surf is not responsible for coverage offered under the policy. Should the cancellation not be covered, please see "Cancellation/Transfer Policy" for terms and conditions.

**MANDATORY EVACUATIONS** If State or local authorities, acting pursuant to Article 36A of Chapter 14 or Article 1 of Chapter 166A of the NC GS, order a mandatory evacuation of an area that includes the residential property subject to a vacation rental, the tenant under the vacation rental agreement, whether in possession of the property or not, shall comply with the evacuation order. Sun-Surf Realty will not issue refunds in the event of a mandatory evacuation. We recommend that you purchase travel insurance.

**MONTHLY/WINTER RENTALS** Many properties offer a winter/monthly rental rate during the off-season. In addition to the rent, a cleaning fee (based on the property and length of stay), refundable damage deposit, \$200 processing fee and utility cap are required. Guests are responsible for charges incurred with excessive utility usage. Linens are not provided for monthly stays but may be added to the reservation for a fee. Due to potential freezing during the cold winter months, most outside water lines are turned off. This may include but is not limited to hot tubs, swimming pools, outside showers, foot washes, hoses and fish cleaning tables. A security/damage deposit is charged on all reservations for stays of 28 days or more when a "monthly" rate is offered. To avoid charges from your security/damage deposit, please notify our office within 24 hours of check-in of any damages in the property. If any damages should occur during your stay, we also ask that you notify our office so that we have an opportunity to make repairs during your stay. Deductions from your security/damage deposit as permitted by the NC Tenant Security Deposit Act could include, but are not limited to, additional cleaning, moving furniture to its proper place, removal of excess trash or if check out procedures are not followed. For your benefit, each property is inspected prior to and after each guest's departure. Your security/damage deposit will be returned within 30 days of your departure date. If the property allows pets, a non-refundable pet fee is required.

**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. Guest is responsible for any damage to vacation property or theft of items from property. Guest will be responsible for, and assume liability, for all damage, defacement, or removal of personal property inside or outside the premises. 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.

**FAMILIES ONLY** It is our policy not to rent to party groups even if chaperoned, such as prom, graduation, sorority, fraternity, school or civic groups. Only family groups are accepted. NO PARTY GROUPS, GRADUATION, SORORITY OR CHAPERONED TEEN GROUPS ARE ACCEPTED. We reserve the right to cancel/terminate or reject reservations if made under false pretenses. Sun-Surf Realty requires a minimum age of 21 for a rental guest to pick up keys and/or enter into a Vacation Rental Agreement. Violations of this policy will result in immediate eviction without refund.

**SPECIAL EVENT OCCUPANCY** Prior approval is required for special events such as weddings, receptions, parties, and family reunions at your vacation rental. If approved, a refundable damage deposit is required as well as a non-refundable fee. Please note that if an unapproved event occurs, all parties will be immediately evicted without a refund. We reserve the right to cancel/terminate or reject reservations if made under false pretenses. Sun-Surf Realty requires a minimum age of 21 for a rental guest to enter into a Vacation Rental Agreement. Violations of this policy will result in immediate eviction without refund.

**LIMITED CAPACITY** Emerald Isle and the various towns are served by septic systems and should only be used or occupied by the allowable number of occupants based on the septic permit issued by the Carteret County Health Department. State and local health department regulations regarding septic tank disposal systems limit the occupancy in these dwellings to two persons per bedroom. This includes tenant's family and their guests. Tenant assumes responsibility for any and all damage. Overcrowding will not be permitted. Extra bedding is for the convenience of the owner and not for use by additional guests. Overcrowding a property could result in eviction without refund.

**LINENS** including sheets and towels are provided in our vacation rental properties. Linens are not provided for stays in which a monthly rate is offered (even if advertised in the description) as this is an amenity provided for weekly rentals. Linens are not provided for cribs. Please contact our office for a quote for linen service if you have booked a monthly reservation. Please allow up to 6 PM or after (especially during the busy summer months) for the beds to be prepared for your arrival. No refunds are given for linens delivered after 6PM or if beds are not made prior to check-in. While some properties are equipped with sleep sofas, linens are not provided unless it is advertised in the property description.

**HIGH-SPEED/WIRELESS INTERNET/CABLE** If your vacation rental advertises high-speed, wireless internet and/or cable, please report any issues as soon as possible. It may be necessary to schedule an appointment with the service provider. We will make every effort to accommodate the scheduled appointment, however it may be necessary for guest to be available at the property for the service call. While we understand the inconvenience, **Sun-Surf Realty will not refund due to cable, or internet outages. The owner may change the TV service (cable, streaming, etc.) provided without notice.**

**STREAMING SERVICES** If your vacation rental advertises "Streaming," it may be necessary for you to log-in to your personal streaming accounts to watch TV as these accounts and cable may not be provided. No refund will be issued due to guest not having a personal streaming account.

**DOG POLICY** We are happy to provide a great selection of properties that ALLOW DOGS and we do NOT require a fee! The "ADP" does not cover damages caused by your pet and you will be responsible for any and all necessary repairs. "DOGS allowed" will be listed in the property description as well as weight limits (if any). Please note some properties have breed restrictions and this is noted in the description. Unless otherwise stated, there is a 2-dog maximum. Only dogs are allowed, no cats (or other animals) please. Should you bring a dog to a "NO PETS" vacation rental, you will be evicted with no refund and there will be additional cleaning fees. If you have a guest visiting, they may NOT bring a dog to the property (even if the dog does not enter the property and it is dog-friendly). If you require maintenance during your stay, you must be present in order for repairs to be completed. Sun-Surf Realty will not issue refunds if services were unable to be performed due to an unattended dog. Town of Emerald Isle enforces strict leash, waste pick-up and nuisance barking laws.

**TOWN/STATE LAWS (SEA OATS, GRILLING, MOTOR HOMES, BEACH WARNING FLAGS)** Town ordinance prohibits camp fires and glass on the beach; overnight camping and parking of campers or motor homes are prohibited except in campgrounds. Many condominium complexes restrict or prohibit parking of campers, motor homes, trailers and boats. Please check when making your reservation. Sea oats and our precious dunes are beautiful...please look, but do not touch to avoid fines. NC law prohibits grilling on any deck or balcony surface. Grilling should be done on flat, concrete surfaces on the street side of the property, out of the wind. If your rental provides a grill, the guest is responsible for cleaning the grill. The Town of Emerald Isle currently allows four-wheel drive automobiles to drive on the beach during a specified time (usually the week after Labor Day through April 30th). A permit and payment of fees are required prior to driving on the beach. The Town flies Beach Warning flags at both Regional Beach Access facilities (which are served by lifeguards in the summer months), and on all Town beach patrol vehicles patrolling and providing services on the beach strand. Please look for these warning flags on our beaches and know what they mean, so that you can avoid hazards and have a safe and enjoyable beach experience in Emerald Isle. For more information on beach driving and flags, please visit [www.EmeraldIsle-NC.org](http://www.EmeraldIsle-NC.org).

**BEACH TENTS, CANOPIES, ETC./HOLES IN THE SAND** There is a town ordinance that requires all unattended beach equipment (including shade tents, canopies, volleyball nets, and other equipment) to be removed from the beach strand each night. All unattended items left on the beach between 7 pm and 8 am are now illegal, and will be confiscated and removed by Town staff. Holes deeper than 12" in the sand must be filled in completely when you leave the beach. Large holes are a safety hazard for emergency personnel, others using the beach, and for nesting sea turtles and their offspring.

**KEYS/GATE CARDS/POOL PASSES/PARKING PASSES** Upon arrival you will receive 2 keys and the necessary gate cards (2 per condo), parking passes (2 cars/passes per condo only), and pool passes. If you check-in after hours, discrepancies in the number of passes or gate cards must be reported to our office immediately. Otherwise, your credit card will be charged for missing passes. Please return these to our rental office upon departure. There will be a \$25 fee charged to your credit card for each key that is not returned at check-out. There will also be a credit card charge of \$25 to \$200 for each gate card, parking pass or pool pass that is not returned at check-out. These charges will not be refunded if items are returned at a later date.

**LOCKOUT POLICY** If you are locked out of your vacation rental during normal business hours, please come to our office for a key. If we must bring a key to the property or an agent of Sun-Surf Realty must meet you after hours, a \$75 fee will be charged to the credit card on file.

**REPAIRS & SERVICE CALLS** We cannot guarantee against mechanical failure to include but not limited to: HVAC, stove, refrigerator, dishwasher, any electronic devices including TVs, DVDs and other provided appliances, as well as internet and/or cable. We will make every effort to troubleshoot all service issues but it may be necessary to schedule a service call or appointment with an outside vendor or provider at a later date. While rare, all pools and hot tubs are subject to temporary closing due to extenuating circumstances. Repairs reported after 3:30pm may not be addressed until the following day. **Please note that we are unable to offer refunds for failure of any equipment or delay of repair during your stay.**

**REPORTING MAINTENANCE/HOUSEKEEPING AT CHECK-OUT** In order to make your stay more enjoyable, we appreciate the opportunity to address any maintenance and/or housekeeping issues that may arise during your stay. Please note that reporting concerns at check-out does not allow us the opportunity to remedy the situation. Please do not delay the reporting of repairs to our office and we ask that you report housekeeping issues by 10am the following day. We will make every effort to have repairs made quickly and efficiently.

**CANCELLATION FOR REPAIRS** Occasionally it may be necessary to cancel a confirmed reservation because of unforeseen repairs or a situation that proves to be unsafe for the guest. If this occurs, Sun-Surf Realty will make every effort to locate a comparable property in which to move the guest. Should the alternate property be more expensive, the guest is responsible for any additional cost. Sun-Surf Realty nor the owner will be liable for any damages incurred as a result of the cancellation.

**LOST AND FOUND** Sun-Surf Realty makes every effort to locate lost items, but is not responsible for items left behind. We will not interrupt a guest's stay to retrieve lost items. Upon request, items will be mailed to you via USPS C.O.D.; there will be a \$30 handling fee. If the item is not picked up and returned to our office, your credit card will be charged for all fees associated with attempting to return the package to you. Any items left for over 14 days will be donated to local charities.

**PIANO KEY LOTS/REVERSE FLOOR PLANS** Some vacation rentals are built on piano key lots. Properties on "piano key" lots have direct water access, good views and may have homes to the left and right of your home. Please check the property description to see if your property is on a piano key lot. A reverse floor plan is popular in many of our properties. This means that the living/kitchen/dining area is on the top level of the property with only roof and sky above.

**VACATION RENTALS FOR SALE** Our properties may occasionally be listed for sale. We appreciate your cooperation in allowing the property to be shown to qualified buyers. We will make every effort to schedule the showing at a convenient time and not interrupt your vacation. In the event the property you have rented is sold prior to your arrival, our office will notify you should the property no longer be available.

**CONSTRUCTION** On occasion you may experience construction going on near or around your vacation rental. We apologize for any inconvenience this may cause. Sun-Surf Realty will do everything we can to contact the contractor and make them aware of your complaint. When and if Sun-Surf Realty is made aware of nearby construction, we will make every attempt to notify you, however we cannot be held responsible. Contractors and/or homeowners are not required to notify surrounding property owners or management companies. No compensation will be made due to issues caused by construction schedule, noise or debris.

**MAIL/FAX** Our office can receive mail and faxes for you. Mail may be sent to our office at 7701 Emerald Drive, Emerald Isle, NC 28594. Faxes of reasonable length may be sent and received through our office (252) 354-4746 for a nominal fee. Sun-Surf Realty can not be held liable for mail or faxes not received, misplaced or for inability to notify guest.

**BEACH ACCESS & WIDTHS** Pedestrian access areas to the ocean and sound are located about every 500 feet, usually at the end of every other street. Most have wooden walkways. Please note that the beach strand varies in width.

**HEATED SWIMMING POOLS/HOT TUBS** If the property offers a heated pool, an additional fee will be charged if you wish for the pool to be heated during your stay. To heat a pool, payment must be made prior to check-in. It may take several days for the pool to heat completely. Please note heated pools are available only during the period of October 1 to Memorial Day (please call to confirm the pool is open). Not all vacation rentals offer a heated pool and dates of availability may differ. In the event you pay for the heated pool and for any reason it cannot be heated, the fee will be refunded. Pools are cleaned and tested in preparation for your arrival. Cleaning and adding of chemicals are sufficient to maintain the pool for one week. A mid-stay clean may be requested for an additional fee. Please call our office to request this service. Pools are open from May 29 to September 30 but the opening and closing of pools may be required for maintenance without notice. Please note that we are unable to offer refunds for failure of any equipment. If your vacation rental provides a hot tub, it will be cleaned and tested in preparation for your arrival. Cleaning and adding of chemicals are sufficient to maintain the hot tub for one week. A mid-stay clean may be requested for an additional fee. Please call our office to request this service. Misuse of tubs by spilling of foreign substances, excessive sands, suntan oil, etc. will incur a service call charge. An additional mid-week clean is available at \$60 per service. Under NO circumstances are pets allowed in hot tubs or swimming pools. Violation of this may result in expedited eviction. Hot tubs are not intended to be used as a pool or by children. While rare, pools and hot tubs are subject to temporary closing due to extenuating circumstances. Please report any inoperative equipment to our office promptly. We will make every effort to have repairs made quickly and efficiently. Sun-Surf Realty will not be held liable for medical conditions which resulted from adult or children's use of the pool or hot tub. No pools or hot tubs other than those supplied by the homeowner are permitted at the property. The number of occupants using the pool and hot tub may not exceed the number of people the property accommodates. Failure to comply with the occupancy of a pool and/or hot tub may result in eviction. Lifeguards are not provided and use of the pool and hot tub is at your own risk.

**FIREPLACES/OUTSIDE SHOWERS** Fireplaces (gas or wood) may be advertised in the property description; however, use is available during limited times, usually September thru May. Only fireplaces which are advertised are available for guest's use. Outside showers may not be available November 1<sup>st</sup>-April 1<sup>st</sup>.

**COMMUNITY SWIMMING POOLS** Most swimming pools in communities or condo complexes are open from Memorial Day to Labor Day but this may vary depending upon the weather and/or maintenance. The opening and closing of the pools may vary and Sun-Surf Realty has no control or responsibility for their status. Periodically, pools are closed for maintenance without notice. Lifeguards are not provided and use of the pool is at your own risk.

**PEST CONTROL** Emerald Isle has an abundance of wildlife due to the ecology of our maritime area. Unfortunately, this also means that we have a large population of ants, water bugs and sand fleas. In the case of a serious problem, we will schedule an exterminator. Until he arrives, thorough vacuuming, insect repellent and spray may help.

**USE OF AMENITIES** Use of amenities offered at vacation rentals such as swimming pools, hot tubs, elevators, Jacuzzi/whirlpool tubs, golf carts or any other amenity or appliance is used at guest's own risk. We cannot guarantee that they will be operational during your stay. We will, however, make every attempt to make repairs but discounts or refunds will not be given should they not work during your stay. Guest assumes responsibility for damages caused during their stay.

**OTHER** While some of our vacation rentals offer handicap friendly properties, please note that they are NOT ADA APPROVED. Boating is available and very popular in our area. Please note that our area is very shallow in many areas. We can not guarantee you access to your dock with your boat in our sound front homes. Sun-Surf Realty is not responsible for any circumstances beyond our control, such as disturbances on nearby properties, construction noise or debris, or acts of nature. Sun-Surf Realty advises guests to monitor swimming conditions in the ocean by visiting [www.EmeraldIsle-NC.org](http://www.EmeraldIsle-NC.org). Lifeguards are not provided, swim at your own risk.

**DISCLOSURE** By NC law, an agent must notify you that Sun-Surf Realty is employed by and represents the property owner. Sun-Surf Realty will make every effort to assist you in the selection of your rental property. Sun-Surf Realty may earn commissions or fees for any or all services provided. Sun-Surf Realty, its owners, and their Brokers may hold interest in vacation rental properties, companies or services offered. Sun-Surf Realty shall conduct brokerage activities in regard to this, or any agreement, without respect to race, color, religion, sex, sexual orientation and gender, national origin, handicap or familial status of any guest. Sun-Surf Realty may receive a commission or percentage for services provided through our office including but not limited to, travel insurance, linens, rental items and various other activities offered. Every effort has been made to ensure that information is accurate. Some descriptions may not reflect changes to, or new information about, rental homes after the reservation is booked. We suggest that you view our website for the latest and most up to date information. This contract is transferable upon the sale, merger, or rebranding of Sun-Surf Realty. The vacation property should not be used or occupied by more than the maximum allowable number of occupants including tenant's family, children, and guests. State health rules base occupancy on two persons per permitted bedroom. Due to state regulations regarding septic permits, some information presented may be inaccurate as the availability of these permits is limited. Every effort has been made to ensure all information is accurate and specific guidelines of the Carteret County Health Department have been followed. Our realty firm shall not be liable for unintentional errors, omissions, or changes in the advertisement of bedrooms and occupancy. The information herein is believed to be accurate and timely, but no warranty as such is expressed or implied.

**DISCLAIMER** All information presented on the website should be considered as informational only with no misrepresentation intended. All information presented on the website should be considered as informational only with no misrepresentation intended. No mobile information will be shared with third parties/affiliates for marketing/promotional purposes. All other categories exclude text messaging originator opt-in data and consent; this information will not be shared with any third parties. By providing your phone number, you agree to receive SMS (text) communication from Sun-Surf Realty. Message and data rates may apply. You may opt in or out of messages at any time.