

VACATION PROPERTY RENTAL AGREEMENT (North Carolina)

1. Owner:

Hunter Donaldson, Matt Fisher, and Chris Owens
10969 Founders Place
Mechanicsville, VA 2 3116

2. Tenant:

Name(s): _____

Address: _____

City/State/Zip: _____

Home Phone: _____ Work Phone: _____

Email: _____

3. Rental Period:

This lease shall commence at _____ p.m. on the _____ day of _____, ____2006____ (the "Check-In Time") and shall terminate at _____ a.m. on the _____ day of _____, ____2006____ (the "Check-Out Time"), unless terminated at an earlier date in accordance with the provisions of this lease dealing with default.

Owner will use its commercially reasonable efforts to have the Rental Property ready for occupancy by the Tenant at Check-In Time. If Tenant is delayed for any reason and is unable to take possession at the Check-In Time, Tenant is responsible for notifying the Owner of such delay so that special arrangements can be made for the Tenant to pick up the keys.

At Check-In Time, the Tenant will be issued ___2___ set(s) of keys for the Rental Property. Tenant must sign for all of these items and is responsible for the cost of replacement, and for the costs of re-keying and/or replacement of locks in the event that any keys are lost, misplaced or not returned.

It is Tenant's responsibility to inspect the Rental Property upon arrival and report any deficiencies, missing items or items in need of repair to Owner within twenty-four (24) hours. If Tenant does not notify the Owner within the 24-hour period, Tenant will be deemed to have found the Rental Property in a clean, safe and habitable condition.

NO ARRIVALS ARE ALLOWED ON THANKSGIVING DAY, CHRISTMAS DAY, EASTER AND OTHER MAJOR HOLIDAYS.

4. Rent:

The Tenant shall pay the Owner total Rent in the sum of \$ _____ which includes all utilities, plus a security deposit of **\$300.00**, which will be refunded providing no damage is done to the Rental Property or its contents, and the Rental Property is cleaned and in the same condition as it was in at Check-In Time. NO PERSONAL CHECKS OR COMPANY CHECKS WILL BE ACCEPTED WITHIN THE 14-DAY PERIOD PRIOR TO THE CHECK-IN DATE. A \$50.00 service fee will be charged for any returned checks.

Rent will be paid as follows:

Initial security deposit paid at time of reservation	\$
Balance to be paid at least __30__ days before taking possession	\$
TOTAL AMOUNT DUE UNDER AGREEMENT:	\$

Confirmation of the reservation will be mailed, faxed, or emailed to Tenant upon receipt of the initial reservation deposit. It is Tenant's responsibility to review the confirmation for accuracy of dates, mailing address, number of adults and/or children and accommodations, and to notify Owner of any errors within __10__ days of receipt.

5. Security Deposit:

All advance payments, rent balances, security deposits and all other receipts from Tenant shall be deposited in an interest bearing trust account in North Carolina with all interest accrued payable to Owner.. All security deposits will be returned within thirty (30) days of termination of occupancy, less any deductions authorized pursuant to the North Carolina Security Deposit Act.

6. Cancellation or Transfer:

Cancellations must be in writing and received by Owner at least __30__ [days] prior to the Check-In Date. In case of cancellations, no refund of Rent paid will be made until the canceled period is re-rented and confirmed. If the Rental Property is not re-rented, all Rent paid and processing fees shall be forfeited as damages. If the canceled period is re-rented, any Rent and taxes paid will be refunded less a \$50.00 administrative fee. Transfers occurring from a property or time period at a higher rental rate to one at a lower rental rate will remain at the higher rental rate unless the original higher rental rate week is re-rented and confirmed. A \$50.00 administrative fee shall be applied to all transfers.

7. Description of Rental Property:

The Rental Property consists of a house located at 105 West St Clair St, Kill Devil Hills, County of Dare, State of North Carolina. The Rental Property is comprised of the following rooms: Four Bedrooms rooms, 2 queen, 2 twins, and 2 bunk beds.

Linens ARE NOT provided. Please bring the appropriate size of linens for the beds as well as sufficient towels for your use. Please bring a sufficient supply of bath soap, toilet tissue and trash bags, based on the number of registered occupants. Any items must be provided by Tenant at Tenant's sole expense.

The Rental Property is [fully] furnished and equipped with [air-conditioning, washer & dryer, cable / satellite television, microwave oven, and all kitchen appliances, dishes & utensils. Certain areas in the Rental Property are locked for the Owner's personal storage and are not included in this lease. These storage areas have been clearly marked with signs denoting them as private, and are strictly off-limits. Entry into these areas is cause for immediate eviction and Tenant will be solely responsible for the costs of any damages or replacement of missing items.

8. Repairs, Damage, Destruction:

If the Rental Property or any of the contents are damaged, not working or otherwise in need of repair or replacement, the Tenant must promptly notify the Owner. The Owner will have a reasonable amount of time to make repairs. If the Tenant must vacate the premises because of damage not resulting from the Tenant's act or neglect, the Tenant will be refunded the Rent for such period of time that the Tenant is unable to occupy the Rental Property, prorated on a per diem basis commencing on the date that the Tenant was forced to vacate and calculated to the date on which the Tenant was able to re-occupy the Rental Property or the end of the Rental Period, whichever comes first. If the Rental Property is totally destroyed, this Rental Agreement will terminate and the Tenant will pay Rent up to the date of

destruction. However, Tenant shall not be entitled to any refund due to unfavorable weather, hurricane, evacuation or disruption of utility services after occupancy.

The Owner is not responsible for any inconvenience or interruption of services due to repairs, improvements, or any reason beyond the Owner's control, and no refund will be given in this event. Tenant understands and agrees that Owner may enter the Rental Property at any time for the purpose of making needed repairs.

9. No Show:

If the Tenant does not show up within twenty-four (24) hours following the Check-In Time, and has failed to contact the Owner regarding any delay in arrival, the Tenant will be considered a "no show" and shall be liable to the Owner for the total amount of the Rent and other charges as set out in Section 4 of this Agreement, together with an administrative charge in the amount of \$50.00.

10. Double Booking

Tenant agrees that in the case of a double booking, Tenant will be entitled only to a full refund of all funds already paid by Tenant. If the Owner is able to relocate Tenant for the Rental Period, Tenant agrees to pay any difference in the rental amount.

11. TERMS AND CONDITIONS

If the Tenant or any occupant of the Rental Property violates any of the terms of this Agreement, the Owner may, at its sole discretion, terminate this Agreement with no refund of the unused portions of the Rent unless the Rental Property is able to be re-rented, and may enter the Rental Property and remove all occupants and their belongings. Tenant is notified that they will be subject to an expedited eviction procedure pursuant to the North Carolina Vacation Rental Act.

- (a) *Guests:* No other persons shall occupy the Rental Property at any time, except those registered in this Rental Agreement. Occupancy of the Rental Property is limited to 10 persons. Absolutely no overnight visitors are allowed. Violation of occupancy limits can and will result in all occupants being removed from the Rental Property, and forfeiture of all Rent paid by Tenant hereunder.
- (b) *Noise:* The Tenant shall not make or permit any excessive, disturbing or annoying noise in or on the grounds of the Rental Property by himself, his family, agents, servants or visitors, nor permit such persons to do anything that will interfere with the rights, comforts, or conveniences of neighbors or other persons in the surrounding area. No noise is permitted after 11:00 p.m.
- (c) *Consumption of Alcohol:* There shall be no consumption of alcoholic beverages in or on the grounds of the Rental Property by any minor under twenty-one (21) years of age, and there shall be no congregation or drinking on the porches, steps, street or adjoining areas surrounding the Rental Property.
- (d) *Smoking* There shall be no smoking in or on the grounds of the Rental Property.
- (e) *Water Quality:* Owner is not responsible for water quality.
- (f) *Illegal Activities:* There shall be no use of any illegal drugs by any Tenants, occupants or visitors in or on the grounds of the Rental Property. The Rental Property shall not be used for any activity that violates local, state and/or federal laws. Violation of this provision constitutes a material breach hereof and Owner shall have the right to have Tenant evicted and removed from the Rental Property in an expedited eviction proceeding.
- (g) *Pets* No pets of any sort are allowed in the Rental Property or on the premises at any time,

including those belonging to visiting guests. Violation is grounds for immediate termination with no refund of Rent or deposit. *Complaints:* Any complaints to the Police Department concerning the behavior of the Tenant, Tenant's family, other occupants, guests or visitors while occupying the Rental Property shall, at the Owner's sole option, result in immediate termination of this Rental Agreement.

- (h) *Right of Access:* Owner or the Owner's agent shall have the right but not the obligation to enter into the Rental Property and upon the premises, at all reasonable hours, to investigate disturbances, check occupancy, check for damage, to make such repairs, alterations or improvements thereto as Owner may deem appropriate, but the Owner agrees not to exercise this right in such a way as to unreasonably interfere with the quiet enjoyment of the Tenant.
- (i) *Recycling:* The Tenants are responsible for the separation of recyclable materials according to local, state and federal regulations. If any fines are levied against the property address during the Term of this Lease, the Tenant shall be responsible for such fines and these will be deducted from the security deposit.
- (j) *Trash:* Trash bins are located near the ground level door. Trash pick-up is on Tuesday and Thursday. It is the Tenant's responsibility to ensure that the trash bin gets set out at the curb.
- (k) *Parking:* Four car parking available in the driveway. Do not park on the street. Tenant is responsible for ensuring that all occupants and guests park their vehicles in such areas and in such a manner as to comply with municipal by-laws and to avoid causing a hazard or impediment to passing traffic or pedestrians.
- (l) *Telephone Charges:* long distance service is not provided in the Rental Property. Local calls within area code 909 are free.
- (m) *Lock-Out Policy:* In the event the Tenant and/or other registered occupants are locked out of the premises, the Tenant must contact the Owner or caretaker for a replacement key. If the lock-out occurs outside of regular business hours, the Owner can be reached at 804-366-1632. A charge of \$20.00 must be paid by the Tenant for obtaining the key after business hours. If a locksmith is required, the Tenant will be responsible for payment of the locksmith's invoice.
- (n) *Damage to Rental Property and Contents:* The Tenant and all registered occupants of the Rental Property shall be liable for all damages caused during their occupancy. Cost of repairs and/or replacement shall be deductible from the security deposit and additional costs shall include attorney's fees and costs, if incurred in the collection.
- (o) *Tenant's Personal Property:* The Tenant will remove all personal property belonging to the Tenant or other occupants at the end of the Rental Period. Any property that is left on the premises becomes the property of the Owner and may be thrown out. Any expenses incurred for removal of Tenant's property will be deducted from the security deposit.
- (p) *Indemnification:* Tenant agree to indemnify and save harmless the Owner from any liabilities, damages, costs or expenses whatsoever arising from or related to any claim or litigation which may arise out of or in connection with Tenant's use and occupancy of the Rental Property and amenities and contents thereof, 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 Tenant. The term "Owner" as used in this Agreement shall include Owner's heirs, successors in interest, assigns, employees, managers, 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 Rental Property during Tenant's occupancy (without regard to whether such persons have authority under this Agreement to be upon the Rental Property), where the context requires or permits.

12. Registered Occupants:

All occupants of the Rental Property must be listed in this Rental Agreement and each occupant over the age of eighteen (18) years shall be equally responsible for observing the Terms and Conditions specified in this Rental Agreement. Each adult occupant will be jointly and severally financially responsible for damage done to the Rental Property beyond normal wear and tear. The Tenant's signature certifies that Tenant is over eighteen (18) years of age, has read this Agreement, and understands that breach of any terms can and will result in loss of the security deposit plus any additional costs.

Name	Address	18 years or older?

13. Tenant's Responsibilities at Check-Out Time:

At Check-Out Time, the Tenant shall give over possession of the Rental Property to the Owner in the same condition of cleanliness, order and repair as it was when the Tenant took possession at Check-In Time. Tenant shall ensure that all of the following items are taken care of:

- (a) appliances and work surfaces in the kitchen must be clean;
- (b) dishes, pots and pans and utensils must be clean and put away;
- (c) floors (other than carpeted areas) must be swept, but not vacuumed;
- (d) any food in the refrigerator must be removed and disposed of, and the refrigerator left in a clean condition;
- (e) any spills in stove burners must be cleaned up, and the range top and oven left in a clean condition;
- (f) the bathrooms must be clean;
- (g) [if provided - linens and towels must be deposited in the laundry hamper(s) provided / laundered and left in the laundry room / specify other location];
- (h) the furnishings and grounds shall also be left in the same state they were in at Check-In Time;
- (i) all trash must be bagged, taken out and placed in the trash bins provided;
- (j) all keys shall be left on the kitchen counter . Tenant must ensure that all doors and windows are properly secured and locked. A \$10.00 fee will be charged for each key not returned. The air conditioner must be left on __80__ ° or the heat left on __55__ °, depending on the outside temperature;

- (k) all occupants must vacate the Rental Property by the Check-Out Time. A late check-out fee of \$20.00 per hour (or portion of each hour) will be charged for all late check-outs.

In the event that the Tenant fails to comply with this Section, the Owner may at his option, complete the work, clean or repair and deduct the cost from the security deposit held by the Owner. Nothing in this lease shall in any way prevent the Owner's right to recover any sum due in excess of the security deposit.

14. Disclosures:

If the Owner is unable to deliver the Rental Property to Tenant at the Check-In Time because of fire, eminent domain, act of nature, double booking, delay in construction or any other reason whatsoever, Tenant hereby agrees that Owner's sole liability as a result of these conditions is a full refund of all funds actually paid by Tenant. Pursuant to the terms of this Agreement, Tenant expressly acknowledges that in no event shall Owner be held liable for any consequential or secondary damages, including but not limited to any expenses incurred as a result of moving for any damage, destruction or loss.

15. Acts of God:

Owner shall not be liable for events beyond Owner's control which may interfere with Tenant's occupancy of the Rental Property, including but not limited to acts of God, acts of governmental agencies, fire, strikes, war, inclement weather or noise from nearby construction sites. NO REBATE OR REFUND will be offered in these circumstances.

16. Entire Agreement:

This document, including any attachments incorporated by reference herein, constitutes the entire and sole agreement between Owner and Tenant with respect to the subject matter hereof, and correctly sets forth the obligations of Owner and Tenant to each other as of the date hereof. Any agreements or representations by Owner to Tenant with respect to the subject matter of this agreement not expressly set forth herein are null and void.

17. Attorney's Fees:

In the event that it is necessary to retain an attorney to enforce the terms of this Rental, the prevailing party shall be entitled to reasonable attorney's fees and court costs required to do so. All legal proceedings must take place in Dare County, North Carolina.

18. Lodging Protection Plan:

I understand that no coverage is in force unless payment has been made for this plan. I acknowledge that I have been offered the Lodging Protection Plan through Insuremytrip.com. I am under no obligation to purchase the plan.

I WISH TO PURCHASE THE LODGING PROTECTION PLAN:

_____ YES _____ NO

Tenant is notified that pursuant to North Carolina General Statute Section 42A-36, if Tenant does not purchase such Lodging Protection Plan insurance, that upon an order of mandatory evacuation, Tenant will not be entitled to a refund from the Owner for prorated rent for each night that Tenant is unable to occupy the Rental Property because of a mandatory evacuation order. Pursuant to the North Carolina Vacation Rental Act, Tenant will be obligated to comply with and vacate the Rental Property upon a

mandatory evacuation order.

THIS AGREEMENT 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 PROVISIONS PERMITTING THE DISBURSEMENT OF RENT PRIOR TO THE COMMENCEMENT OF THE TENANCY, AND EXPEDITED EVICTION OF TENANTS. YOUR SIGNATURE ON THIS AGREEMENT, OR PAYMENT OF MONEY OR TAKING POSSESSION OF THE PREMISES AFTER RECEIPT OF A COPY OF THIS AGREEMENT, IS EVIDENCE OF YOUR ACCEPTANCE OF THIS AGREEMENT AND YOUR INTENTION TO USE THIS PROPERTY FOR VACATION RENTAL.

Hunter Donaldson or Matt Fisher or Chris Owens

Date

By: _____
[NAME OF SIGNING AUTHORITY]

Date

Tenant

Date

Tenant