

Lease Agreement

In consideration of the monies received and the mutual promises contained herein, the Owner of the subject Property, through Ocean Isle Beach Realty, his agent, does hereby lease and rent to Tenant that certain Property described above, under the following terms and conditions including all terms and conditions of the North Carolina Vacation Rental Act as well as rules and regulations described in our current rental brochure and website. Ocean Isle Beach Realty as agent for the Owner is representing the interest of the Owner in this transaction.

1. RESERVATION INCLUDES TRIP CANCELLATION INSURANCE intended to protect tenant's travel investment in the event of unforeseen circumstance which would cause cancellation. Tenant will be provided with a document detailing the plan which will also serve as Certificate of Insurance and Description of Services. Tenant has 10 days after receiving the Certificate of Insurance and Description of Services to cancel the travel insurance. If tenant chooses to cancel service within said 10 days, the amount of then insurance premium will be refunded to tenant and/or credited to the balance. **After this 10 day period, the insurance premium paid is non-refundable.**

This coverage is OPTIONAL. To **decline coverage, check here:** N and deduct the Trip Cancellation Insurance premium from the Advance Payment. To accept coverage, pay Advance Payment. Coverage will begin 24 hours after Ocean Isle Beach Realty receives your payment. This insurance cannot be purchased after reservation is paid in full.

2. ADVANCE PAYMENT of one-half (1/2) of the rental rate shown above plus Trip Cancellation Insurance premium and this signed lease agreement, must be returned to Ocean Isle Beach Realty within seven (7) days of the date you communicated to agent to reserve the Property. If lease agreement and advance payment are not returned to Ocean Isle Beach Realty within the allotted time, the reservation will be automatically cancelled without notice. A copy of the fully executed lease as Tenant's receipt for the advance payment will be returned to leaseholder.

3. SECURITY DEPOSIT: All reservations made at Ocean Isle Beach Realty, Inc., no longer require security deposits or security deposit waiver insurance. We are the first property management company to provide our guests with this feature. You are not responsible for ACCIDENTAL DAMAGES that are reported to our office prior to your departure. If damage is due to negligent or willful and wanton conduct, losses from the same will be charged to your credit card on file

4. BALANCE DUE including taxes, the administrative fee and any and all fees for goods or services as shown above, must be received by Ocean Isle Beach Realty 30 days prior to arrival. If the balance is not received 30 days prior to arrival, Ocean Isle Beach Realty shall have the right, without further notification, to deem the reservation cancelled, pursuant to item 11 of this Confirmation and Lease Agreement. Acceptable forms of payment include; personal check, cashier's check, or approved credit. **NO PERSONAL OR COMPANY CHECKS WILL BE ACCEPTED WITHIN THE 30 DAY PERIOD PRIOR TO CHECK IN.** A \$25.00 handling fee will be charged for all returned checks. For reservations made less than 30 days from check in, all funds, or total as shown above are due immediately. **ALL RESERVATIONS MUST BE PAID IN FULL PRIOR TO CHECK IN AND POSSESSION OF THE PREMISES.**

5. ALL ADVANCE RENT PAYMENTS AND BALANCES ARE DEPOSITED IN OCEAN ISLE BEACH REALTY'S INTEREST BEARING TRUST ACCOUNT AT CENTURA BANK IN SUNSET BEACH, NC, WITH ALL INTEREST ACCRUED PAYABLE TO Ocean Isle Beach Realty. ADVANCE RENT PAYMENTS MAY BE DISBURSED TO OWNER OF UP TO FIFTY PERCENT (50%) OF THE RENTAL AMOUNT WHEN SUCH DISBURSAL IS OCCURRING MONTHLY. The balance of the funds after disbursal of advance rent payment may be disbursed upon commencement of the tenancy, a material breach of the agreement or other occurrence set forth in Section 42A-16(a) of the Vacation Rental Act, except administrative fees which may be disbursed upon receipt.

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.

In witness whereof, this agreement is executed by each party hereto. Tenant acknowledges and accepts all terms as set forth in this agreement, and the rules and regulations on the attached page. Tenant also acknowledges that Agent is representing Property Owner of each home in the rental program.

6. TAXES as required by North Carolina include the collection of Sales and Use and Occupancy Tax on all fees for goods and services charged to Tenants including the rental rate. Taxes are subject to change. Taxes will be disbursed upon termination of tenancy or a material breach of this agreement.

7. PETS are not permitted in any of the rental properties with the exception of designated pet properties. Violation is a material breach and is grounds for immediate **EVICTION. NO EXCEPTIONS - NO REFUNDS**. Guests renting pet homes understand that these homes will have traces of pet hair and may have pet odors. **NO REFUNDS OR TRANSFERS FOR ALLERGIES OR HEALTH CONDITIONS WILL BE GIVEN TO GUESTS RENTING A PET HOME**. Pets shall be limited to two (2) domestic, housebroken, nondestructive adult dogs (no puppies).

8. FAMILY GROUPS ONLY - Ocean Isle Beach Realty is authorized, through their contract with the Owner, to rent only to family groups. The tenant shown above acknowledges that he/she is at least 24 years old and understands that he/she must personally occupy the property for the entire period. Tenant further acknowledges he/she **MAY NOT** rent the property in connection with a non-family use such as high school, college or civic groups and to do so constitutes a material breach which would be grounds for immediate **EVICTION. NO EXCEPTIONS - NO REFUNDS. PROPERTIES ARE PATROLLED ON A REGULAR BASIS. N.C. GEN. STAT. 14-100 MAKES IT A CRIME TO OBTAIN THIS RENTAL UNIT UNDER FALSE PRETENSES.**

9. MAXIMUM OCCUPANCY, as shown above, must not be exceeded. Occupancy count does include children. The hosting of parties, which would increase maximum occupancy in the home, on decks, stairs or anywhere on the property, is a violation of your rental lease. **OVER OCCUPIED PROPERTIES CONSTITUTES A MATERIAL BREACH AND ARE SUBJECT TO IMMEDIATE EVICTION. NO REFUNDS, NO EXCEPTIONS.**

10. TERMINATION - If Tenant or any member of his party violates any of the terms of this agreement, then Agent may, at Agent's sole discretion, terminate this lease with no refund of the unused portion of the rents and may enter the premises and remove Tenant, the members of his party and their belongings. The North Carolina Vacation Rental Act contains provisions regarding an expedited eviction procedure pursuant to North Carolina General Statute Section 42A-23 et seq. Any material breach as set forth herein will entitle the Owner and/or Agent to apply for the expedited eviction procedures. A material breach shall include, but not be limited to, damage to the property, or failure to check out on a timely basis.

11. CANCELLATIONS must be made in writing and received by Ocean Isle Beach Realty prior to check in. Refunds are available if the property is re-rented. The tenant is responsible for verifying that the cancellation letter has been received by Ocean Isle Beach Realty. If Ocean Isle Beach Realty is unable to re-rent the property, any and all prepaid rental payments, administrative fees, and taxes due, will be forfeited. If the property is re-rented for full term of the original rental period, Tenant will receive a refund of any prepaid rental payment, less a service charge of \$75.00. If the property is re-rented for only a part of the original rental period, the only refund due the cancelling Tenant are those funds in excess of the original rental rate, less a service charge of \$75.00. If tenant has purchased the Trip Cancellation Insurance, premium is non-refundable. Refunds will be payable to the Tenant within 30 days after the subsequent re-rent payment has cleared our accounts. Tenant will be entitled to reimbursement of any fees paid to Agent for goods, services, or benefits procured by the Agent from third-parties for the benefit of Tenant that have not been paid out prior to Ocean Isle Beach Realty receiving the written notice of cancellation. **TRIP CANCELLATION INSURANCE IS HIGHLY RECOMMENDED TO PROTECT AGAINST UNEXPECTED EVENTS.**

12. DAMAGES: Tenant covenants and promises to surrender the property in as good and the same condition as the commencement of the rental period, reasonable wear and tear excepted, and to reimburse Owner any amount when it is disposed of, including attorney's fees for all damages. Tenant agrees to verify inventory upon checking into house and further agrees to report any discrepancies to the Ocean Isle Beach Realty staff immediately. Agent, or Agent's representatives, will inspect property upon Tenant's departure. Rearranging of furniture and relocation of grills is not permitted. **TENANT MUST LEAVE PROPERTY CLEAN AND READY FOR THE NEXT GUEST, ALL**

DISHES WASHED AND PUT AWAY, ALL FOOD REMOVED FROM REFRIGERATOR AND REFRIGERATOR WIPED CLEAN, ALL TRASH REMOVED FROM HOME, ALL BEDS MADE, FLOORS SWEEPED OR VACUUMED PRIOR TO DEPARTURE AT CHECK OUT.

13. INSPECTION AND REPAIRS to property, its fixtures, appliances, furnishings and facilities during the rental period may be made by Owner, Agent or Agent's representative during the rental period.

14. CHECK IN for Properties is 4:00 P.M. on the arrival date at the check in office described on reverse side. If you plan to check in after 5:00 P.M., please call your check in office to make arrangements for check in. In extreme situations check in time may need to be extended until 6:00 P.M. for additional cleaning and regular maintenance. Tenant shall not be on the Property, including driveways and outside showers, pools and hot tubs prior to check in. **TENANT MAY BE CHARGED UP TO AN ADDITIONAL ONE (1) DAY RENTAL IF PROPERTY IS OCCUPIED PRIOR TO CHECK IN.** Keys will not be released until stated check in time.

15. CHECK OUT on the day of departure will be no later than 10 A.M. Tenant must return keys to the Ocean Isle Beach Realty office on check out day. No occupancy of the property, including driveways, outside showers, pool and hot tubs after check out will be allowed. **TENANT MAY BE CHARGES UP TO AN ADDITIONAL DAY (1) RENTAL IF PROPERTY IS OCCUPIED AFTER CHECK OUT.**

16. MISCELLANEOUS: Agent may accept commissions from independent businesses for goods and services pertaining to the property or the tenancy, such commissions being based on a percentage of the total charge. Agent/Owner are not responsible for items left behind after check out by tenant or any member of their party.

17. LIMITATIONS OF REMEDIES, DAMAGES AND INDEMNITY

a) In the event that the Owner is unable to allow the Tenant the use of said Property because of fire, eminent domain, act of nature, double-booking, delay in construction or any other reason whatsoever, Tenant hereby agrees that Agent and Owner's sole liability as a result of any such condition is a refund of the prorated rental for each day Tenant is unable to use the Property.

b) Tenant understands that there are inherent risks associated with any property, including risks associated with any special feature, such as a spa, hot tub, sauna, Jacuzzi, pool, etc. Tenant certifies that they are thoroughly familiar with how to properly use the premises, including all special features included therein or thereon. Tenant will be responsible to explain how to use each and every feature of the dwelling to Tenant's guests. Tenant agrees to release and indemnify the Owner and his Agent from and against all liability, should anyone be injured upon the premises during the term of this lease, resulting from any cause whatsoever, except in the case of a personal injury caused by the negligent act of the Owner or his Agent or Agent's employees, and Tenant further agrees to indemnify and save harmless Owner and/or his Agent and Agent's employees from any claims made by Tenant or Tenant's guest for injury or liability to person or property. Tenant further agrees that tenant is responsible and liable for, and will pay upon request, any damages that occur to the premises or any portion thereof due to Tenant's and/or his guest's misuse and/or negligent use of the premises or any portion thereof.

c) Tenant shall not be entitled to any refund or rebate due to acts of nature, delay in check in, unfavorable weather, disruption of utility services, malfunctioning or missing equipment/appliances/furnishings, surrounding construction and associated noise, empty propane gas cylinders for fireplaces or gas grills or any other situation occurring not under Agent's control. Tenant covenants and agrees to vacate upon a mandatory evacuation order or if Agent in Agent's sole discretion, deems it in the best interest of the Tenant to vacate. **TRIP CANCELLATION INSURANCE IS HIGHLY RECOMMENDED TO PROTECT AGAINST UNEXPECTED EVENTS.**

d) Every effort to insure that the information in this agreement and Rental Brochure is correct. However, we will not be responsible for any errors contained herein.

e) Properties represented may be owned by a North Carolina Real Estate Broker or Salesman or a licensee of another State.

f) If the Property is voluntarily transferred by the Owner, a Tenant has the right to enforce this agreement against the Grantee of the Property if the vacation rental is to end one hundred eighty (180) days or less after the date the Grantee's interest in the Property is recorded; if the vacation rental is to end more than one hundred eighty (180) days after recordation of the Grantee's interest in the Property, the Tenant has no right to enforce the terms of this agreement unless the Grantee agrees in writing to honor this agreement. If the Grantee does not honor this agreement, the Tenant is entitled to a full refund of any payments made.