

Mail To: P. O. Box 275
Kitty Hawk, NC 27949

Located: 3620 N. Croatan Highway
Kitty Hawk, NC (252) 261-2171

Located: 1109A Ocean Trail
Corolla, NC (252) 453-3863



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. VRA when referenced in this document means Vacation Rental Agreement.

1. **This VRA will CANCEL unless advance rent payment and signed VRA are received by Agent within 10 calendar days of reservation date.**
2. **MAXIMUM NUMBER OF PERSONS ON PREMISES AT ANY TIME SHALL NOT EXCEED THE TOTAL LISTED ABOVE.** PREMISES TO BE USED AS A PRIVATE DWELLING FOR THE OCCUPANCY OF TENANT AND HIS FAMILY. No mobile sleeping units or tents may be used at homes for sleeping, cooking, or any purpose other than transportation. **NON-FAMILY GROUPS ARE PROHIBITED.** READ PARAGRAPHS 5 & 16. VIOLATION SHALL CAUSE IMMEDIATE EVICTION WITHOUT REFUND AS PROVIDED IN PARAGRAPH 13(a).
3. (a) **PAYMENTS.** All reservations made less than 30 days prior to check-in must be paid in full and mailed via a second day service. Payment MUST be made in the form of money order, certified or cashier's check. **NO PERSONAL CHECKS WILL BE ACCEPTED LESS THAN 30 DAYS PRIOR TO ARRIVAL DATE.** Balance payment at check-in is not permitted. A service charge of \$30 added for any check returned to us for any reason and this VRA will be cancelled if payment by certified funds is not received within 24 hours of notification by Agent to Tenant. A \$75 non-refundable reservation fee plus tax will be charged for each reservation. The tax rates on date of check-in applies.
 (b) **DISBURSEMENTS.** Prior to occupancy, Agent is authorized to disburse up to fifty percent (50%) of the rent, plus any fees owed to third parties to pay for goods or services for the benefit of the Tenant, plus administrative fees. The balance of the rent may not be disbursed until the occurrence of one of the following: (i) upon commencement of tenancy, (ii) if Tenant commits a material breach of this VRA, (iii) Landlord or Agent refunds the money to Tenant, (iv) funds are transferred upon termination of the Landlord's interest in the premises (see paragraph 12(a)).
4. **CANCELLATION/TRANSFER.** In the event Tenant must cancel this VRA, a \$75 (plus tax) non-refundable Cancellation fee and your written signed authorization must be received first. Once your entire reservation is successfully re-rented for the same amount as your VRA with confirmed payment, your rent amount paid (less reservation fee, cancellation fee, travel insurance premium and any other applicable fees) will be refunded. If the property is re-rented for an amount less than your VRA rent amount, your rent payment shall be debited the difference. If the reservation is not re-rented, all payments will be forfeited. Tenant is responsible for making full payment whether reservation is cancelled or not. Transfer from one home to another is a re-rent of the first reservation and all above re-rent rules apply. Date transfers in this house will be charged a \$75 (plus tax) move fee and charged the higher rental rate; rental payments will be applied to your new week.
5. **TENANT DUTIES.** (a) This property may not be assigned or re-rented, even to the Tenant's family, without written consent of Agent. If written consent is obtained, Tenant shall re-rent through Agent. The Tenant shall comply with all duties prescribed by the **Vacation Rental Act** and keep the premises clean, safe and cause no unsafe or unsanitary conditions on the premises that Tenant uses. During this VRA, Tenant will admit Agent upon request to inspect the property and will admit repairmen authorized by Agent for repair or maintenance of premises. Tenant's non-compliance with these duties shall be grounds for immediate eviction as 13(a). Tenant will pay for service call when a repairman is called out and there is no malfunction.
 (b) **DAMAGE/REPAIR.** Agent, Landlord or their employees for the purpose of clean up or repair may remain on the premises until 7 pm on the date this VRA commences. Tenant will immediately notify Agent of inoperable light bulbs; replacement bulbs are available from Agent, replacement is Tenant's responsibility. **TENANT WILL REPORT ALL NEEDED REPAIRS TO AGENT IMMEDIATELY,** or Tenant will be held responsible for repairs. Tenant will take trash containers to curb on trash collection days and return them to house when empty.
 (c) **CHECK-OUT.** At check-out, Tenant will strip all bed linens, straighten beds, and remove household trash, leave all kitchenware clean, surrender possession of this property peaceably and without delay in as good condition as it was at check-in, reasonable wear and tear, act of God and/or other causes over which Tenant has no control excepted and return keys to Agent's office - see para. 13b. If extra cleaning is required after Tenant vacates, a cleaning fee of at least \$50 will be assessed to the Tenant. If furnishings have been moved and require a service call to move them back, Tenant will be charged at least \$100 for the service call.
6. **NO ANIMALS of any kind shall be allowed in/on any properties unless the above property description states Pets Allowed.** Pet properties allow maximum of two (2) pets and **MUST** be declared at booking and noted on this VRA. There is a \$75 (plus tax) per pet fee. **Violation shall be grounds for immediate eviction** as provided in Paragraph 13(a). Tenant will forfeit all rent paid and will be liable for at least a **\$250** flea spray and cleaning charge.

PLEASE SIGN BELOW. This VRA is executed under authority granted by property management agreement between Agent and Landlord subject to the terms and conditions of said property management agreement. **TENANT ACKNOWLEDGES THIS IS A TWO-PAGE VRA AND THAT HE HAS READ THE BACK. Tenant is to furnish linens, blankets, towels and paper products. SIGNATURE BELOW MUST BE THAT OF PRINTED TENANT ABOVE.**

TENANT _____ (SEAL) Agent _____ (SEAL)

7. KEYS & LOCK OUTS. Keys will ONLY be left out for late check-in if your signed VRA and payment in full has been received by Agent. Tenant acknowledges the security risk inherent in late check-ins. After office hours, call the emergency number provided. Someone *may* be available to provide a key for a \$50 charge payable in cash. After 10 pm, please call a locksmith at your own expense.

8. AGENT/LANDLORD DUTIES. Landlord shall maintain premises in good and safe working order and reasonably repair all major systems and appliances upon written notice from Tenant (may call first) repairs are needed. Agent shall provide operable smoke detectors. If at the time the Tenant is to begin occupancy, Landlord cannot provide the property in a condition consistent with North Carolina law to be fit and habitable or substitute a reasonably comparable property in such condition, Landlord shall refund to the Tenant payments made by the Tenant less non-refundable fees. Every effort has been made to ensure the accuracy of home descriptions; however, Agent will not be liable for changes in furnishings and equipment. No rebates or replacements will be given. **Agent shall conduct all his brokerage activities in regard to this Agreement without respect to the race, color, religion, sex, national origin, or handicap, of any Tenant, prospective Tenant, Landlord or prospective Landlord.**

9. INDEMNIFICATION. Tenant agrees he will immediately make an inspection of the property to determine any weaknesses that may result in injury to him or his family or guests, and notify Agent thereof, and he will indemnify Kitty Dunes Rentals, Agent, and/or the Landlord for any injuries, accidental or otherwise, that may be incurred or suffered upon the premises for any cause whatsoever during the term of this agreement.

10. EXTRAS. Extras (Pools, Hot Tubs, Spas, TVs, VCRs, Stereo, etc.) and telephones when advertised or supplied in a vacation property are supplied as a convenience for Tenant and guest use. In the event of a malfunction or breakdown of extras, Agent will call for repairs upon notification. Due to their intrinsic delicacy, Tenant agrees there will be no refund for malfunction or breakdown of extras. In the event of a malfunction of any appliance or feature Tenant must notify Agent so repair can be made. Agent will expedite repair, but **NO REFUND OF RENT WILL BE PAID.** Every effort has been made to insure the catalog and other publications have been verified for accuracy regarding listings of furnishings or equipment. Changes and errors determined after publication will be corrected if possible upon Agent being informed. **NO REFUNDS** will be issued for any such changes or errors.

11. SECURITY DEPOSITS. If a property requires a Security Deposit, see Paragraph 27. Upon Tenancy termination, the Landlord/Agent may deduct from the Security Deposit any damages for which the Tenant is responsible. Within forty-five (45) days after Tenancy termination, the Security Deposit less an itemized list of deductions (including tax) will be mailed to Tenant. Agent reserves the right to assess a Security Deposit for any rental. An optional non-refundable Security Deposit Protection Plan Premium may be offered and purchased to offset the required Security Deposit. This will cover you for UNINTENTIONAL and/or UNNEGLIGENT damage under \$1500. Not all homes are eligible for SDPP purchase.

12. STATE LAW (VACATION RENTAL ACT). (a) VOLUNTARY TRANSFER OF PROPERTY BY OWNER. (1.) Tenant may enforce this VRA against the grantee of the property if this VRA terminates 180 days or less after the date of recordation of grantee's interest. (2.) Unless property grantee has agreed in writing, Tenant has no right to enforce this VRA against the grantee if this VRA is to terminate more than 180 days after the date of recordation of grantee's interest. Tenant has right to a full refund within 30 days of any rent payments if the grantee does not consent in writing to honor the VRA.

(b) NOTIFICATION OF TRANSFER. No later than 10 days after date of recordation, the grantee or grantee's agent shall: (i) notify each Tenant in writing of the property transfer, the grantee's name and address, and the date the grantee's interest was recorded, (ii) advise each Tenant if he has the right to occupy the property, (iii) advise each Tenant if he has the right to receive a refund of any payments made by him or her.

(c) TRANSFER OF PAYMENTS. If Landlord voluntarily transfers his interest in the property, Agent is required to transfer all funds paid by the Tenant to the Landlord's successor-in-interest within thirty days, and notify the Tenant by mail of such transfer and of the transferee's name and address.

(d) INVOLUNTARY TRANSFER. If, prior to the Tenant's occupancy, the Landlord's interest is involuntarily transferred to another, the Landlord shall refund to the Tenant within 60 days after the transfer any rent payments made by the Tenant.

13. (a) The Vacation Rental Act provides **EXPEDITED EVICTION** procedures for a tenancy of 30 days or less and may be applied if Tenant: (i) holds over possession after tenancy has expired, (ii) has committed a material breach of the terms of this Agreement that according to the terms, results in the termination of tenancy, (iii) fails to pay rent as required by this Agreement, (iv) has obtained possession of the premises by fraud or misrepresentation.

(b) HOLD OVER. In the event Tenant is evicted for any reason or fails to check out on time, Tenant agrees to be liable to future Tenants, Agent and Landlord for all damages resulting from his holding-over (continued occupancy after either eviction or check-out) in violation of this VRA.

14. (a) MANDATORY EVACUATION. If the Government orders a mandatory evacuation of this property, Tenant and occupants shall comply. Only if Tenant purchases Travel Insurance, will he be entitled to a daily refund from the Travel Insurance Company for each night of the order. Tenant shall **NOT** be entitled to a refund if: (i) Tenant did not purchase insurance, or (ii) property is not vacated. Before leaving, Tenant will close and lock all doors and windows, secure outside trash receptacle in the outside shower, bring any hot tub covers inside, remove all Tenant items from premises, and return keys to Agent.

(b) PROPERTY DAMAGE. During this VRA if the building is damaged, without fault or negligence of the Tenant, and rendered uninhabitable and cannot be repaired within two days, this VRA shall terminate, and the Tenant shall pay the rent apportioned to the time of damage and the Landlord may then re-enter the premises. If beach access walkways or stairs become unusable Tenant will notify Agent immediately but **NO REFUNDS** will be made.

15. LOSS. Neither Landlord nor Agent shall be liable for any damages or loss of personal property from any acts of negligence of any other person, nor from the failure of any function of these premises. Landlord or Agent shall not be liable for any injury to the Tenant or other persons on or about the premises, the Tenant expressly agreeing to save the Landlord and Agent harmless in all such causes. Response to Tenant request for return of personal items found in property will be made C.O.D. postage plus a \$10 handling fee. Items unclaimed within two weeks of departure will be donated to charity.

16. OCCUPANCY. During this VRA the Tenant will be in possession of the premises and is responsible for the premises. The Tenant acknowledges this VRA is not related in any way to the tradition of Beach Week or other circumstances where a group including minors resides in a property as a group and are not related family members. Fraternities, sororities and other such groups are expressly forbidden. **BREACH** of this article is grounds for immediate eviction without refund as in paragraph 13 (a). Tenant certifies that he/she is at least 24 years of age. **PETS ARE PROHIBITED IN POOLS AND SPAS; SUCH CONDUCT WILL RESULT IN IMMEDIATE EVICTION WITHOUT REFUND** (paragraph 13(a)) **PLUS TENANT AGREES TO PAY \$400 TO SANITIZE THE POOL AND/OR SPA.** Abusive or profane language directed at Kitty Dunes employees may result in immediate eviction without refund.

17. WATER. In some areas of the Outer Banks the water is naturally salty or discolored. The water is not harmful; however, you may choose to purchase bottled water for drinking and cooking. This condition is beyond the control of Kitty Dunes Rentals and the homeowner **AND NO REFUNDS WILL BE MADE.**

18. (a) ACKNOWLEDGEMENT OF RISKS AND WAIVER OF LIABILITY FOR SPA, HOT TUB, JACUZZI, WHIRLPOOL, SAUNA, POOL, STEAM SHOWER, ELEVATOR AND/OR GROCERY LIFT hereinafter referred to as special feature. The Tenant acknowledges and understands the use of any special feature presents a risk of injury including burning or drowning, especially to unsupervised children, persons who have special cardiac or other health conditions, or are pregnant, or if the special feature is utilized while taking alcohol, drugs, or medication. The Tenant understands and accepts those risks. Tenant acknowledges that neither the Landlord and/or Agent provide any special instruction or supervision to any person including young children who wish to utilize any special feature. Tenant accepts responsibility for the proper and safe use of this property by any member of his party or any guests. **NO DIVING into pools, spas, hot tubs, or from docks or bulkheads. Tenant acknowledges the water is shallow and diving could cause serious injury or death.**

(b) HAZARDOUS CHEMICALS AND INDEMNITY. Tenant acknowledges and understands that hazardous chemicals such as but not limited to cleaning supplies and pest repellents that may be left on the premises by Landlord or previous Tenants may cause serious harm if improperly used and must be stored away by Tenant so that young children do not have access to them. Tenant hereby agrees to indemnify and hold harmless Landlord and/or Agent for any injury, loss, cost or damage and expense resulting from any claim made by Tenant and/or any member of his party or his guests, resulting from the use of any special feature or hazardous chemical during the term of this VRA. Tenant shall be responsible to pay the cost of repair for any damage occurring to any such special feature resulting from the misuse or abuse thereof by himself or any member of his party or guest.

19. UNDER CONSTRUCTION. If property is unfinished at check-in, Agent/Landlord liability is limited to full refund of VRA payments and a good faith effort by Agent to locate replacement. Tenant waives all claims against Landlord or Agent for non-completion of this property under construction. Neighboring homes under construction are not the Agent's responsibility and **NO REFUNDS** will be given.

20. (a) COURT. If a court shall find any portion of this VRA invalid or unenforceable, such decision shall have no effect on the remainder of this Agreement.

(b) VENUE. Tenant acknowledges Agent did not solicit Tenant to enter into this Agreement and that Tenant selected this particular property to rent from a catalog or internet listing of properties managed by Agent. Tenant and Agent agree that if a dispute arises concerning the terms or performance of this Agreement that any litigation resulting shall only be brought in the General Court of Justice in Dare County, North Carolina.

21. VENDORS. Agent receives commission on Vacation Travel and Security Deposit Insurance; some long distance calls, linen rentals and equipment rentals.

22. OWNER'S STORAGE. Locked areas such as owner's personal storage areas are exempt from this Agreement and are off limits to the Tenant. Entry into these areas is cause for immediate eviction as provided in paragraph 13(a) and Tenant will be responsible for any damages and missing items.

23. PHONE/CABLE/INTERNET. Tenant will pay all toll calls, internet, or cable service charges, plus \$50 collection cost, which result in extra cost to Landlord's phone/cable bill. All toll calls from property phones must be collect or credit card. Payment convenience fee (if any) accrues to Agent.

24. AGENCY. Landlord and Tenant acknowledge their relationship was brought about through KITTY DUNES RENTALS, Agent for the Landlord.

25. USAGE. This property will not be used for any activity that violates local, state or federal laws. Violation of this provision will cause immediate eviction as provided in Paragraph 13(a) and other legal action.

26. Paragraph titles are for quick reference and do not limit content of paragraph. **PRONOUNS** (he/she or similar) in this VRA refer to persons of either sex.

27. ALL FUNDS COLLECTED WILL BE DEPOSITED IN AN INTEREST BEARING ESCROW WITH RBC CENTURA BANK, KITTY HAWK, NC. Any interest earned shall be paid to Agent. Agent reserves the right to change banks to any federally insured bank located on the Outer Banks by first notifying the Tenant in writing.