

Welcome

Access Realty is a full service real estate company. Our properties are rented in accordance with the provisions set forth in the Vacation Rental Act (North Carolina General Statutes [NCGS] 42, A-1).

Your signature on our Vacation Rental Agreement, payment of money, or taking possession of the property after receipt of this agreement is evidence of your acceptance of this agreement and your intent to use this property as a vacation rental under the agreed upon terms and conditions.

Office Hours

From February 15th until November 15th the Access Realty Rental Office is open Monday through Friday, 9:00am to 5:00 pm and Saturday, 9:00am to 6:00 pm.

From November 16th until February 14th, our office hours are Monday through Saturday, 10:00am to 4:00pm.

Should you require assistance outside of our normal operating hours, we do have an **After Hours Emergency Phone at (910) 367-8926.**

Making a Reservation

Reservations can be made in many ways.

In person – Visit our rental office at 13480 NC Hwy 50 in Surf City, during normal business hours and our reservation staff will be glad to assist you.

By phone – Simply call our toll-free number at 1-800-TOPSAIL, or (910) 329-9800, and our reservation staff will be glad to assist you.

By internet - Visit our website at:

www.accessthebeach.com,

Follow the instructions to view our selection of rental properties, check their availability for your vacation, and make your reservation.

By e-mail – Inquiries and requests for reservations may be sent to:

info@accessthebeach.com.

We will promptly review your request.

By fax – Inquiries and requests for reservations may also be faxed to our office. Our fax number is (910) 329-9908. While we do accept faxes, please call our office to confirm receipt.

While reservations can be made completely online, many of our guests have questions or simply prefer a more personal touch. They visit the website to view the various properties available, their amenities and rental rates, and narrow down their choices before calling our knowledgeable reservation staff to finalize the reservation.

Our staff is available to answer any questions and assist you in finding the best property for your Topsail vacation.

Initial Payment

Upon receiving your reservation, a Vacation Rental Agreement (VRA) and letter of confirmation will be sent to you. Upon agreeing to these terms, we require an initial payment using a Debit Card, Credit Card (Visa or Master Card), or check or money order within 10 days of receiving your paperwork. The balance due is required 30 days prior to your Check-In date.

If your Check-In date is less than 30 days, full payment is required at the time of reservation. Please note: we cannot accept personal checks as payment after the 30-day deadline.

Vacation Rental Agreements must be reviewed, signed, and returned to our office with the initial rental payment within ten (10) business days.

Our mailing address for rental payments is:

**13480 NC Hwy 50
Surf City, NC 28445**

Initial Payments must include at least 50 percent of the rental rate, the Reservation Fee (\$40.00 plus tax to cover administrative costs), the "Travel Insurance" payment (if you elect to purchase), and the "Security Deposit Alternative" payment (if you elect to purchase the "Security Deposit Alternative" in lieu of the traditional required Security Deposit). Acceptable forms of payment are Debit Card, Credit Card (Visa & MasterCard), personal check (if more than 30 days prior to check-in), Certified Funds (if less than 30 days

prior to check-in), and cash. All payments made by phone/internet will incur a \$25 convenience fee.

Final Payment

After receipt of your initial payment and the signed Vacation Rental Agreement, we will send you a receipt, which serves as the confirmation of your reservation. The remaining balance for your reservation and due date for final payment will be indicated on the vacation rental agreement form. Your final payment will consist of the remaining amount owed for the rental rate, the required Security Deposit (if the "Security Deposit Alternative" is declined), Sales and Occupancy tax, and any other pre-arranged rental charges (such as linens, pet deposit, early check-in, etc.). We must receive the entire balance no later than 30 days prior to your arrival date in order to retain your reservation. If your reservation is made within 30 days of your arrival, your entire rental amount must be paid in full at the time of reservation and prior to your arrival and check-in.

Please note: We cannot accept personal checks as payment after the 30-day deadline.

Travel Protection Insurance

Travel Protection Insurance is offered to every guest and is automatically included when you make your reservation. The cost of this optional insurance is 6.5% of the rental rate. If you decide to decline this coverage, please initial appropriately on your Vacation Rental Agreement. If you decline Travel Protection Insurance, Access Realty is under no obligation to refund any monies in the event of cancellation, unless we are able to re-rent the property.

Should you decide to purchase this insurance, you must pay the premium with your initial payment.

This coverage protects your vacation investment against mandatory evacuations for hurricanes and other unforeseen circumstances that could cause a cancellation or interruption of your vacation. A pamphlet further describing the insurance policy will be included with your Vacation Rental Agreement. Additional copies are available in our office.

This coverage is made available through cooperation with *CSA Travel, Inc.* More specific coverage details can be obtained by contacting their office directly at (800) 554-9839.

Security Deposit

A Security Deposit will be charged on all vacation properties for which the guest has not purchased the "Security Deposit Alternative" and completed the "Security Deposit Alternative" form in order to ensure compliance with the Vacation Rental Agreement. Please report any damages to your accommodations within 24 hours of your check-in using the form included in your check-in package.

You are responsible for any accommodation damages that occur as a result of your occupancy, other than normal wear and tear. Access Realty will not be liable for any damages to rental property or furnishings, nor for injuries resulting from any accident that may occur in or on the premises during guest occupancy. Please report any mishaps that occur during your stay as soon as practical to allow for necessary repairs to be made prior to the next arrival.

According to the Tenant Security Deposit Act, guests Security Deposit will be charged only for any damages to the owner's house or grounds (other than normal wear and tear) or any additional cleaning charges. If damages are incurred over and above the amount of the Security Deposit, Access Realty shall be entitled to collect from the guest any additional monies to cover damages including all legal action fees. The Security Deposit is to be paid as part of the final payment. Security deposits will be returned no later than 45 days after termination of the lease.

Security Deposit Alternative

If you would like to have your Security Deposit waived, you may purchase the "Security Deposit Alternative" for \$45.00. This is a non-refundable fee due with your initial payment and must be paid prior to taking occupancy of the property. Under this coverage plan you will not be held responsible to pay for accidental loss or damage to the rental property as a result of inadvertent acts up to \$3,000.00. Purchasing this Alternative in lieu of the traditional Security Deposit **does not negate your responsibilities as a guest in the owner's home.** The Alternative does not cover intentional acts of destruction. Any willful destruction of property or failure to perform departure duties may result in additional repair or cleaning fees. You must notify Access Realty of any damage or theft at the property during your occupancy or this plan is void.

For a full description of the Alternative, a pamphlet will be sent to you with the Vacation Rental Agreement. Additional copies are available in our office.

Linens and Rental Equipment

Bed linens and towels are not provided in our homes. You can either bring your own linens and towels or rent them from us. Please ask about pricing.

Nightly or Extended Weekly Rentals

The rental week is Saturday through Saturday, unless otherwise indicated. Rentals, other than weekly, can be negotiated by phone. During off-season, partial weeks or monthly rentals are available.

Full week rentals have first priority, but some homes & condos offer nightly rentals (3 night minimum) during the peak season if less than 7 days prior to check-in or during the off-season. The nightly rate is the normal weekly rate divided by 6 plus the applicable cleaning fee. (If you stay 6 or more days the cost would be the normal weekly rate which includes the cleaning fee.) You can also extend your existing weekly rental for extra days if the home is still vacant.

Cancellation

In the unfortunate event that you have to cancel your reservation, you must do so in writing. Cancellations may be sent by mail to:

Access Realty
13480 NC Hwy 50
Surf City, NC 28445

Cancellations may also be sent by fax to: (910) 329-9908. We will also accept cancellations sent to our office via e-mail to:

info@accessthebeach.com.

While we do accept cancellations by fax and e-mail, please call our office at (910) 329-9800 to confirm receipt.

Upon receipt of a written cancellation, we will immediately put the property back on the market for rent. If we can successfully rent it, we will refund your money less a \$65 cancellation fee and third party fees. If we are unable to rent the property, your payment will be forfeited unless you are paid in full, in which case the security deposit, if paid, will be refunded to you.

Check-In Procedures

Check-in begins at 3:30pm at the Access Realty Office located at 13480 NC Highway 50, in the Surf City Gateway Plaza shopping Center.

If you are planning to arrive after hours, please call to make the necessary check-in arrangements. You may pick up keys and directions from our drop box next to our office front door.

Please have proper identification available when checking-in.

Cleaning

Upon arrival to your rental home, please notify us immediately if you are not satisfied with the cleanliness. We have a detailed cleaning and inspection program to ensure each property is properly cleaned and maintained. We will send a housekeeper to your property to address any cleaning deficiencies.

If we have not heard to the contrary within **one** hour of check-in, we assume that you have found your rental home in acceptable condition.

Selection and Standards of Homes

All vacation homes rented by Access Realty are furnished and decorated by the in-dividual homeowners according to their personal tastes.

As the majority of our homes are rented sight unseen, you should do all you can to communicate your needs and expectations prior to your arrival. All of our rental homes have complete interior, exterior and view photos available online for your inspection. Simply go to a specific rental home's page and for a photo slide show to view the entire home. If you need further information about any specific home or condo, we will do our best to assist you.

Please remember, when you enter into a Vacation Rental Agreement for a particular property, you cannot be moved to another property if you are not satisfied with your choice.

Once we receive your rental monies, you have entered into a contract with the individual homeowner. The

vast majority of homeowners will not break this contract so that a guest can move to another person's home. When selecting your vacation rental home, please take the time and care to make the most educated and informed decision possible.

Pets

Many of our property owners will allow pets. If you wish to bring your pet, be sure to select a property that allows pets. Homeowners that allow pets in their homes generally charge an additional \$100.00 (plus tax) per pet (2 dog maximum). This pet fee is for the convenience allowing pets and does not cover any damage done by the pet. The towns on Topsail Island have a mandatory "leash law" and "Pooper Scooper" rule stating you must clean up your pet waste.

Please remember that many people are allergic to pets. It is extremely unfair to future tenants to introduce a pet in a non-pet home. If you cannot find an appropriate home that allows pets, we suggest you either kennel or leave your pet at home. Information about local kennels is available by calling our office.

Please do not jeopardize your vacation. Any pet found in or around a non-pet property is a ground for expedited eviction, forfeiture of all monies paid, and a non-declared pet fee of \$200 per pet, at the sole discretion of Access Realty.

Maintenance

Each Access Realty rental property has a "Guest Guide" (Blue book) that addresses general maintenance concerns, policies and checkout procedures. Should repairs or maintenance be required during your vacation, every effort will be made to expedite repair.

No refunds will be made for mechanical failures of appliances and/or electronics or interruption and/or loss of utilities (including cable TV).

Please report any inoperative and/or miss-ing equipment to our office immediately. For routine maintenance problems during business hours, please call (910) 329-9800. For emergencies after hours, call (910) 367-8926. Remember, Access Realty authorized repairmen have the legal right to enter your rental home as required to accomplish needed repairs.

Mail and Messages

If you are receiving mail, Fed Ex or UPS during your vacation you should have it sent to our office at:

Access Realty
13480 NC Hwy 50
Surf City, NC 28445

Please make sure to tell the sender to put your rental home name on the address label. **Do not** have anything sent to your rental home or condo since there are no mailboxes available.

You may provide the phone number of your vacation home, as well as the phone number for Access Realty, to your family and friends. There is a long distance phone block on most rental home phones; therefore, it is necessary to use a credit card or phone card when calling long distance. Local calls are free.

Maximum Occupancy

The maximum occupancy of each property is provided and should be adhered to strictly. At no time should more persons than is listed as the maximum occupancy be allowed on the premises.

Should the maximum occupancy be exceeded or a house party ensue, all tenants will be subject to expedited eviction procedures as set forth in Article 4 of the North Carolina Vacation Rental Act. (A house party is defined as occupancy by more than the stated allowable tenants and unruly or other objectionable behavior carried on inside the vacation property or on the premises).

Check-out Procedures

Check-out at the Access Realty Rental office is no later than 10 a.m. on the date of departure. No exceptions can be made during summer season! Please understand that it is difficult, at best, to prepare our cottages between 10 a.m. and 3 p.m. for the next guests. Your assistance in promptly leaving the cottage by 10 a.m. and completing the required Check-Out Departure Duties is imperative. **Failure to complete departure duties will result in extra cleaning fees.** During the off and mid seasons we may be able to offer late Check-Out if there are no incoming guests. We require the return of all keys and, in the case of condos, return of all gate cards, pool and parking passes. A \$15 fee will be assessed for all keys and passes

not returned at checkout. If you need to get an early start home, there is a convenient Express Check-out drop-box in our parking lot.

Departure Duties

- Wash and store all dishes, cookware and utensils
- Remove all food from rental
- Return furniture to original location
- Take out all trash
- Check for personal belongings
- Turn off all lights
- Leave thermostat at 78 degrees (summer) & 55 degrees (winter)
- Close & lock windows & doors
- Return all keys & passes
- Report damage or needed repairs

We are not responsible for personal items left behind. If found & return re-quested, a \$25.00 processing fee will be charged to return items. Unclaimed items are donated to charity after 30 days.

Next Year's Reservation

Access Realty strives to have you return year after year. Advance reservations will be accepted for the following year but cannot be guaranteed. Access Realty always gives priority to existing guests to re-rent their particular rental home for the following year. (These tentative reservations assume that the homeowner will make his property available for rental the following year.) You must book your reservation with a \$50.00 (plus tax) non-refundable fee by the close of business on the **Wednesday** of your stay to avoid the risk of losing the property to another family the following year. Please contact our office for further details.

Properties for Sale

Occasionally a rental property may go on the market for sale. In such case we reserve the right to show the property to qualified buyers. We will make every effort to schedule the showing at a convenient time and not interrupt your vacation. Your cooperation is appreciated. If your rental property is sold within 180 days of your rental departure date, your lease will be enforced. If the property is sold more than 180 days from your departure date and no longer offered for rent, we will make every effort to accommodate your needs or refund your money.

Disclosure

All money received by Access Realty is placed in an interest bearing account with interest being paid to the Agent. The Agent may receive a percentage, commission or profit from services provided to guests. These services include, but are not limited to, Vacation Traveler's Insurance, Security Deposit Waiver, guest rental items and guest activity packages.

Disclaimer

All information is presented as an informational piece and no misrepresentation is intended. Every effort has been made to ensure all information contained in this brochure is accurate at the time of printing. Prices and amenities are subject to change at any time. Access Realty reserves the right to substitute an equivalent property at any time without notice to renter. Access Realty shall not be responsible for statistical or printing errors.