

**THIS IS THE 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 INTENTION TO USE THIS PROPERTY FOR A VACATION RENTAL.**

**TERMS AND CONDITIONS:**

In consideration of the rent received and mutual promise herein, the Owner of the subject property, through Access Realty, his Agent, does hereby lease and rent to the Guest (the person whose name appears below) the certain property described above (the Premises), under the following terms and conditions:

1. **Agency Disclosure:** Access Realty, is the agent of the owner of the subject property and represents the interest of that owner. Rental Agreement is subject to the Vacation Rental Act (VRA).
2. **Property Description:** Every rental property is privately owned and reflects that individual owner's tastes. It is the responsibility of the Guest to ensure that this property meets his requirements for space, accommodations, physical condition and amenities.
3. **Occupancy:** Guest agrees that the maximum occupancy stated on the front side shall not be exceeded at any time. Occupancy count includes children of all ages and guests of Guest. Groups, including but not limited to, high school and college aged people, house parties organized to celebrate graduation, proms, fraternity, sorority, or other school functions are specifically not allowed. **House parties will be evicted immediately. Any group renting this property under false pretenses shall be immediately evicted.** Identification shall be presented if requested. Guest signing this Agreement **shall be 25 or more years old** and actually take possession of the property. **If this tenancy is for 30 days or less, Guest is subject to expedited eviction as set forth in Article 4 of the N.C. Vacation Rental Act (NCGS 42A).** Guest may be evicted under such procedures if guest: (I) holds over in possession after guests' tenancy expired; (II) commits a material breach of any provision of this agreement, including any addendum hereto that according to its term would result in the termination of Guests' tenancy; (III) fails to pay rent as required by this agreement; or (IV) has obtained possession of the Premises by fraud or misrepresentation.
4. **Guest agrees that all payments, including the Security Deposit, will be placed in an insured interest bearing trust account with Bank of America, 204 Roland Ave., Surf City, NC with the interest accruing to Access Realty.** Security deposits will be refunded within 45 days of departure if there are no damages or additional fees charged to the unit. **The Security Deposit may be applied toward actual damages and other deductions as permitted by the North Carolina Security Deposit Act.**
5. **Payments:** Please make checks payable to Access Realty and mail to 13480 NC Hwy. 50/210, Surf City, NC 28445. To confirm a reservation, the Guest must pay 50% of the total rental rate, plus reservation & insurance fees on the selected unit within 10 days of booking the reservation. Access Realty accepts checks, credit cards (Master Card and Visa), certified check, money order, cash or traveler's checks. Payments made by phone/internet will be subject to a \$25 convenience fee. **Balance payment** is due thirty days before check-in. No further notice will be given. **No personal checks will be accepted after this deadline.** A \$25 fee will be charged on all returned checks. Guest is responsible for sales and occupancy taxes calculated as of the date of occupancy. Taxes shall be reimbursed upon termination of occupancy or material breach of this Agreement. Guest authorizes Agent to disburse any fees owed to 3<sup>rd</sup> parties for goods or services procured by Agent, including, but not limited to, reservation fees and Travel Insurance premiums **prior to occupancy**
6. **Cancellation:** Any cancellation of a confirmed reservation must be made in writing by Guest. Reservation payments are not reimbursable unless the property can be re-rented for the same rate and time period. Every effort will be made to re-book the property. If property is re-rented, Guest will receive reimbursement of payments made less non-refundable reservation fee, \$65 cancellation fee, insurance premiums paid and all applicable taxes. Insurance fees shall not be reimbursed unless the Agent is reimbursed by the issuing insurance company. Guest shall not assign this Agreement nor sublet the Property.
7. **Vacation Investment Insurance:** Trip insurance is offered through CSA Travel Protection, covering loss of rental payments made because of certain unforeseen circumstances, illnesses and injuries. It includes coverage for mandatory hurricane evacuations. The cost of this insurance begins at 6.5% of the base rental and is automatically added to and due with Guest's advance rental payment. Details outlining benefits, exclusions and limitations are in the CSA brochure included with this Agreement as an Addendum. If Guest does not want this coverage, he may delete the charge by initialing where indicated on the front of the lease. Guest's premium for travel insurance is distributed to the insurance company by Access Realty in advance of Guest check-in and is **not refundable**. Access Realty, as agent for the insurance company, receives a commission on this insurance premium. (800-554-9839 - CSA Travel, Inc. Co.)
8. **Security Deposit - Peace of Mind Protection Plan** – This optional Deposit Waiver protects you from theft or damage which results from an accident within the unit. The waiver does not cover negligent, willful and/or wonton conduct by the Guest or Guests of Guest. Please refer to the enclosed Description of Coverage detailing full terms and conditions that apply. If a Description of Coverage is not enclosed, contact Access Realty for a copy. You must notify Access Realty of any damage or theft to the unit during your occupancy, or this insurance plan is null and void. Payment for the waiver will not be accepted after you occupy the unit. If you decide not to purchase the waiver, a security deposit will be added to the final balance. To decline, initial where indicated on the front of the lease. Access Realty receives a fee for Guest participation in this protection insurance program.
9. **Transfer of Property:** In the event the Owner transfers this property 180 or more days prior to the anticipated date of occupancy by Guest, Access Realty will make every attempt to maintain the reservation in the current property or move your reservation to a comparable available property. If circumstances prevent this, a full refund less non-refundable reservation fees will be paid to the Guest.

Access Realty will promptly notify Guest if Property is transferred and provide a detailed information sheet regarding your rights under this agreement. If Guest transfers to another property, advance reservation fee will transfer to new property.

10. **Tenant's Duties:** Guest agrees to comply with all obligations imposed by the Vacation Rental Act for Guests with respect to maintenance of the Premises, including but not limited to keeping the Premises clean and safe as conditions of the Premises permit and causing no unsafe or unsanitary conditions in the rental home, unit and/or common areas and remainder of Premises the Guest uses. Guest agrees not to use the Premises for any activity or purpose that violates any law or governmental regulation. Guest's breach of any duty contained in this paragraph shall be considered material, and shall result in the termination of tenancy. **Guest shall report any existing damages found within 24 hours of his arrival in writing or be subject to being charged for said damages.**
11. **Pets:** Pets are welcomed in some properties; these properties are noted in the brochure and on web page. However, properties not allowing pets prohibit pets of any kind anywhere on the premises. **Guests found with a pet on the premises of a property that does not allow pets will be subject to immediate eviction.** The pet fee is for the privilege of having a pet on the premises, and does not include the cost for any damages caused by a pet. Pets found on properties that allow pets, but where pet is undeclared and the pet fee is unpaid shall be charged Two Hundred (\$200.00) Dollars per pet.
12. **No Smoking Properties:** Use of cigarettes, pipes and cigars are prohibited inside properties listed as "No Smoking." **Failure to observe this prohibition shall result in immediate eviction.** Smoking is permitted on decks, if consented to by the Owner of the premises.
13. **Check-in time is between 3:30 PM and 5:00 PM** on the day of arrival. You must check in at office. Do not go to the rental property prior to check-in. Early check-ins may be available for a non-refundable fee. Late and early arrivals should make prior arrangements with Access Realty.
14. **Check-out: All properties must be vacated by 10:00 AM on day of departure.** Failure to do so may result in late check out fee of \$25 deducted from the security deposit. Guest shall return all keys, passes, etc., to the ACCESS REALTY office or Guest will be charged a \$15 fee for each item not returned.
15. **Telephones:** Guest shall not charge any long distance call to the phone in the Premises. The cost of any such calls will be charged to the Guest.
16. **Grills:** Fines and prosecution may result from the use of grills on decks, porches or too near a building. In the event use of grills is permitted, grills must be cleaned and coals disposed of properly upon departure. Failure to do so will result in additional cleaning charges.
17. **Homeowners Association Rules:** Guest agrees to abide by any applicable Homeowner Association rules or Owner's rules posted in the Premises.
18. **Owner's Closets:** The Premises may contain a locked owner's closet, chest or cabinet for the Owner's personal use and is not part of this rental.
19. **Thermostats** for heating and cooling shall not be set below 75 degrees for air conditioning nor above 75 degrees for heating. The refrigerator temperature dial shall not be set to anything other than mid range. **The cost of unnecessary service calls shall be charged to Guest.**
20. **Guests locked out after hours** will be charged a \$25 fee for Access Realty personnel to come unlock the door.
21. **Inoperative Equipment and Agent Entry:** Appliances, air conditioners, TV's, hot tubs, etc., are not guaranteed to be operational. Access Realty will make every good faith effort to have any inoperative equipment repaired as quickly as possible. : Guest agrees that Access Realty or its agents may enter premises for purpose of effecting necessary repairs and/or maintenance, for showings or other necessary purposes. **NO REFUNDS WILL BE MADE.**
22. **Cleaning:** All properties are professionally cleaned prior to arrival and after departure. Guest must report within 4 hours any cleaning issues; after hours please call and leave a message at the rental office. Guest is responsible for completion of the items on the ACCESS REALTY cleaning list issued to Guest at check-in, including, but not limited to, washing all dishes, making beds, closing and locking windows and doors. Dirty linens provided by a linen service should be removed prior to making beds and placed inside the front door. Guest shall place all trash inside trash cart and roll it to the street prior to departure. Guest understands that Access Realty will charge Guest for failure to do the above items and also for picking up any excess garbage left by the trash service.
23. **Agent Duties:** Agent agrees to provide the Premises in a fit and habitable condition. If at the time Guest is to begin occupancy of the premises and the Agent cannot provide the Premises in a fit and habitable condition or substitute a reasonably comparable property in such condition, then the Agent shall refund to Guest all payments made by guest. The agent shall conduct all brokerage activities in regard to this Agreement without respect to the race, religion, sex, national origin, handicap or familial status of the guest.
24. **Mandatory evacuation: If State or local authorities order a mandatory evacuation** of an area that includes the Premises, Guest must comply with that order. Guest shall not be entitled to any refunds if they did not purchase insurance to protect against this event. Guests who purchase insurance shall file claims with the issuing company for reimbursement.
25. **Indemnity:** Guest agrees to release, indemnify and hold harmless Access Realty and owner from and against all liability for injury to the person of the Guest, to any member of his party or any Guest, resulting from any cause whatsoever. This indemnification specifically includes use of any spas, swimming pools, hot tubs and whirlpools if on Premises.
26. **Indemnification and Hold Harmless:** Guest agrees to indemnify and hold harmless Agent and the owner from and against any liability for personal injury or property damaged sustained by any person (including guests' guests) as a result of any cause, unless caused by the negligent or willful act of Agent or the owner to comply with the VRA.

**Access Realty has provided a copy of the Vacation Rental Agreement. I, \_\_\_\_\_ have read and understand the VRA.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date