

PLEASE SIGN AND RETURN IMMEDIATELY

**Reservation Rental Agreement
Joe Lamb, Jr. & Associates, Inc.**

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.

**Return Signed Agreement & Payment within 7 Days of
Reservation To:**

Reservation #: _____
Property #: _____
Check-In day at 4:00 PM: _____
Check-Out day at 10:00 AM: _____

Joe Lamb, Jr. & Associates

Mailing Address:
P.O. Box 1030
Kitty Hawk, NC 27949

FedEx, DHL, UPS Only!
5101 N. Croatan Hwy
Kitty Hawk, NC 27949

Office: (252) 261-4444

Fax: (252) 261-3270

Rental Rate: _____
Reservation Fee: _____
Trip Insurance: _____
TO DECLINE INSURANCE, INITIAL HERE _____
Miscellaneous Fee: _____
Other Charges: _____
Pet Fee: _____
Taxes (NC & County): _____
Sales Tax: _____
Security Deposit: _____
Total Rent Fees and Taxes: _____

Guest Name: _____

Address: _____

City: _____, **State** _____, **Zip** _____

Phone: (_____) _____ - _____

E-Mail: _____

DEPOSIT: (Due within 7 days): _____
(1/2 Rental Amount, Res. Fee (+ \$5.25 Tax), & Trip Insurance)
Less all payments to date: _____
Balance Due 30 days prior to arrival: _____

In consideration of the monies received and the mutual promises contained herein, the Owner does hereby lease and rent to Tenant that certain Property described above, under the following terms and conditions. Joe Lamb Jr. and Associates, Inc. (Agent) as rental Agent for the Owner, signs this agreement on behalf of Owner in this transaction **WITHOUT RESPECT TO RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, HANDICAP, OR FAMILIAL STATUS OF ANY TENANT.**

- Reservations:** Once a reservation is taken by Agent, Tenant must forward a signed agreement and make payments at times specified in Agent's policies. Unless the agreement and all required payments are received by Agent when due the reservation may be cancelled without further notice and subject to the terms of Paragraph 7.
- Payment Policies:** All payments are due no less than **Thirty (30) days prior to check-in.** Weekly Rental Rates quoted in Agent's brochure and Web Site are for cash payments made in person or by mail. Payment can be made by Master Card, Visa, money orders, cashier's check, certified checks, company checks, and personal checks subject to the following conditions: (a) Credit Cards will be accepted by phone or in person only; (b) Payments made over the phone will result in an additional non-refundable convenience fee of 2 1/2% plus tax; (c) When payment is made by credit card the person named and endorsing the Rental Agreement must also be the person whose name is on the credit card; (d) No personal checks or company checks will be accepted at check-in; and (e) A \$25.00 service fee will be charged for all returned checks.
- Reservation Fee:** A fee of \$75.00 plus tax is charged on all tenancies.
- Taxes:** A 7% North Carolina Sales Tax and a 6% Dare or 6% Currituck County Occupancy Tax are required on all rentals. **TAXES ARE SUBJECT TO CHANGE.**
- Security Deposit:** Most tenancies require a security deposit. North Carolina law allows such security deposit to be up to twice the amount of the weekly rental rate. The deposit may be used by the Owner for actual property damage, long distance phone calls, cable TV charges, or other expenses caused by Tenant and allowed by NCGS 42-51. This deposit will be accounted for and refunded (less allowable deductions) within 45 days of your departure.
- Trust Deposits:** ALL PAYMENTS MADE BY TENANT WILL BE DEPOSITED IN AN INTEREST BEARING TRUST ACCOUNT AT GATEWAY BANK, KITTY HAWK, NC 27949, THE EAST CAROLINA BANK, SOUTHERN SHORES, NC, 27949, OR RBC CENTURA BANK, KITTY HAWK NC 27949; WITH ALL INTEREST FROM SAID TRUST ACCOUNT ACCRUING TO AGENT. An amount not to exceed 50% of the total rental rate may be disbursed to the Owner prior to occupancy. Fees owed to third parties to pay for goods, services or benefits procured for the benefit of the Tenant, as well as the \$75.00 reservation fee may be disbursed prior to occupancy. All other funds remaining in the trust account will not be disbursed until: a) commencement of the tenancy; b) a material breach by the Tenant; c) the money is refunded to the Tenant; or d) the termination of the Owner's interest in the Property.
- Cancellations:** If a reservation is cancelled and not re-rented for the cancelled period, all advance payments, except the Security Deposit, will be forfeited. If the property is re-rented for the contract amount all money prepaid will be refunded except the trip insurance premium, the convenience fee applicable to credit card payment, and a \$75.00 cancellation fee. All cancellation or transfer requests by Tenant must be in writing. If the property is re-rented for less than the contract amount, the refund will be further reduced by the difference between the contract amount and the amount actually received. A transfer from the Property to another will be considered a cancellation and subject to the guidelines outlined above. Transfers made from one week to another available week in this Property are allowed without forfeiture subject to Owner approval.
- Transfer of Property:** (a) If the Owner voluntarily transfers the Property, Tenant has the right to enforce the Agreement against the grantee of the Property if Tenant's occupancy under this Agreement is to end 180 days or less after the grantee's interest in the Property is recorded. If Tenant's occupancy is to end more than 180 days after such recordation, 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, Tenant is entitled to a refund of all advance rent paid by Tenant (and other fees owed to third parties not already lawfully disbursed). Within 20 days after transfer of the Property, unless Agent is to continue as grantee's agent, the grantee or the grantee's new agent is required to: (i) notify Tenant in writing of the transfer of the Property, the grantee's name and address, and the date the grantee's interest was recorded; and (ii) advise Tenant whether Tenant has the right to occupy the Property subject to the terms of this agreement or receive a refund of any payments made by Tenant. (b) Upon termination of the Owner's interest in the Property, whether by sale, agreement, death, appointment of a receiver, or otherwise, the Owner, Owner's Agent, or real estate Agent is required to transfer all advance rent paid by Tenant (and other fees owed to third parties not already lawfully disbursed) to the Owner's successor-in-interest within 30 days, and notify Tenant by mail of such transfer and of the transferee's name and address. However, if Tenant's occupancy under this agreement is to end more than 180 days after recordation of the interest of the Owner's successor-in-interest in the Property, and the successor-in-interest has not agreed to honor this agreement all advance rent paid by Tenant (and other fees owed to third parties not already lawfully disbursed) must be transferred to Tenant within 30 days.
- Other Non-availability of Property:** In the event that the Owner is unable to deliver the Property to Tenant at check-in because of fire, eminent domain, act of nature, double booking, delay in construction or any other reason whatsoever except as specified in Paragraph 8 above, Tenant's sole remedy as a result of any of these conditions is the full refund within 60 days of Agent's discovery of the condition of all funds previously received from Tenant less fees paid to third parties for the benefit of Tenant as authorized by Paragraph 6. If Agent is able to relocate Tenant, Tenant agrees to pay any difference in rental rate. Tenant expressly acknowledges that in no event shall Agent or Owner be responsible for any expenses incurred as a result of moving Tenant.

10. **Trip Insurance:** Trip Insurance is available and offered through Agent and is strongly recommended. Insurance is intended to protect Tenants in the event of unforeseen circumstances that cause cancellation or interruption, included but not limited to mandatory evacuations of the area after check-in. Tenant will be provided with a document from the insurer detailing coverage upon purchase of insurance. There will be no refunds for any perils insurable by trip insurance. Trip insurance shall be the sole remedy for the occurrence of such perils. To accept coverage, pay the premium together with the Advance Rent Payment. You have 10 days to cancel trip insurance after premium has been received by our office. There will be no refunds of trip cancellation insurance premium after the 10-day period has passed. If trip insurance is declined, please initial where indicated on Page 1.

11. **Evacuations: THERE WILL BE NO REFUNDS DUE TO INCLEMENT WEATHER, INCLUDING HURRICANES.** If state or local authorities order a mandatory evacuation of an area that includes the residential property subject to this vacation rental, the Tenant shall comply with the evacuation order. Upon compliance, the trip insurance shall be the sole compensation to the Tenant for losses resulting from the evacuation. The Tenant will not be otherwise entitled to a refund if prior to the Tenant taking possession of the property the Tenant refused the insurance offered by Agent in paragraph 10.

12. **Other Refunds:** There will be **NO REFUNDS** unless at the time the Tenant is to begin occupancy the property is unfit and uninhabitable and no substitute can be found. The malfunction of equipment including but not limited to air conditioning, TV, pool, hot tub, appliances, power outage and telephone service will not automatically render the property unfit and uninhabitable. No Amenities are Guaranteed. Every effort will be made to ensure that all equipment is in working order. Please report any inoperative equipment to our office promptly. Owner's representatives may enter Property during reasonable hours to perform maintenance.

13. **Equipment and Furnishings:** All properties are equipped for normal housekeeping items but Tenant must furnish paper products, cleaning supplies and linens. Properties are furnished according to individual Owner tastes. Agent is not responsible for Owners changing their furnishings after printing the brochure or errors contained therein.

14. **Check-In:** Tenants must check-in after 4:00 p.m. at our office located at 5101 N. Croatan Hwy in Kitty Hawk (MP2). Do not go to your property prior to check-in as this may delay your check-in. No check-in will be allowed until all rent, taxes and fee have been paid in full. If you are unable to arrive at our office prior to closing, please call for special instructions. In extreme situations check-in time may be delayed until 5:00 p.m. for special cleaning and/or maintenance.

15. **Check-out:** On the day of departure the property must be vacated by 10:00 a.m. The keys and any linens rented from Joe Lamb, Jr. & Associates, Inc. must be returned to our office. The property should be left clean and ready for the next occupant. Failure to follow check-out procedure may result in a reduction of your security deposit refund.

16. **Pets:** Unless stated otherwise pets are not allowed in any of our properties. For those properties allowing pets only 1 dog will be permitted unless prior approval is granted. Cats and other animals are strictly prohibited. If you bring a dog, a non-refundable fee of \$75.00 plus Tax is charged for cleaning and flea extermination.

17. **Maximum Occupancy:** Tenant should not permit the property to be occupied beyond maximum occupancy. **North Carolina environmental health regulations indicate that generally the maximum occupancy for a residential dwelling is two people per bedroom.** Violation of this prohibition will result in eviction and forfeiture of all monies paid. No RV's or Campers may be parked on the Property for the purpose of extra sleeping capacity.

18. **No Groups:** Our properties are not rented to groups. No sororities, fraternities, students, graduation groups, wedding groups, chaperoned groups, or un-chaperoned groups are allowed. If a group misrepresents itself to be a qualified Tenant and reserves the property, there will have been a material breach. Owner or Agent reserves the right to refuse occupancy or have the Property vacated without refunding any funds previously paid. Tenant is invited to consult with Agent prior to signing this Agreement to assure that it is a qualified Tenant.

19. **Pools & Hot Tubs:** Use of Pools & Hot Tubs can pose risks ranging from infections to drowning. Please use these facilities with care and at your own risk. Pools & Hot Tubs may be visited by pool/spa workers during the week in order to monitor water quality. Please DO NOT remove floating or other devices that contain cleaning chemicals. If a cleaning is required during your stay due to misuse, the cost will be charged to the tenant.

20. **Other Owner and Tenant Duties:** Pursuant to the Vacation Rental Act Owner shall: 1. Comply with all current applicable building and housing codes. 2. Make all repairs and do whatever is reasonably necessary to put and keep the property in a fit and habitable condition. 3. Keep all common areas of the property in safe condition. 4. Maintain in good and safe working order and reasonable and promptly repair all electrical, plumbing, sanitary, heating, ventilation, and other facilities and major appliances supplied by him or her upon written notification from the Tenant that the repairs are needed. 5. Provide operable smoke detectors. The Owner shall replace or repair the smoke detectors if the Owner is notified by the Tenant in writing that replacement or repair is needed. The Owner shall annually place new batteries in a battery operated smoke detector, and the Tenant shall replace the batteries as needed during the tenancy. Failure of the Tenant to replace the batteries as needed shall not be considered negligence on the part of the Tenant or Owner. These duties shall not be waived; however, the Owner and Tenant may make additional covenants not inconsistent herewithin the vacation rental agreement. The Tenant shall: 1. Keep that part of the property he or she occupies and uses as clean and safe as the conditions of the property permit and cause no unsafe or unsanitary conditions in the common areas and remainder of the property. 2. Dispose of all ashes, rubbish, garbage, and other waste in a clean and safe manner. 3. Keep all plumbing fixtures in the property or used by the Tenant as clean as their condition permits. 4. Not deliberately or negligently destroy, deface, damage, or remove any part of the property or render inoperable the smoke detector provided by the Owner, or knowingly permit any person to do so. 5. Comply with all obligations imposed upon the Tenant by current applicable building and housing codes. 6. Be responsible for all damage, defacement, or removal of any of the property inside the property that is in his or her exclusive control unless the damage, defacement, or removal was due to ordinary wear and tear, acts of the Owner or his or her Agent, defective products, acts of third parties not invitees of the Tenant, or natural forces. 7. Notify the Owner of the need for replacement or repair to a smoke detector. Tenant agrees not to use Property for any activity or purpose that violates any criminal law or governmental regulation. Tenant's breach of any duty contained in the paragraph shall be considered material, and shall result in the termination of Tenant's tenancy.

21. **Acceptance of Policies: TENANT ALSO AGREES TO COMPLY WITH THE POLICIES OF AGENT CONTAINED IN THE RENTAL BROCHURE AND AGENT'S WEB SITE WHICH HAVE BEEN READ BY TENANT AND ARE INCORPORATED HEREIN BY REFERENCE TO THE EXTENT NOT INCONSISTENT WITH THE OTHER PROVISIONS OF THIS AGREEMENT.**

22. **Expedited Evictions:** Any Tenant who leases residential property subject to a vacation rental agreement for 30 days or less may be evicted and removed from the property in an expedited eviction proceeding if the Tenant does one of the following: 1) Holds over possession after his or her tenancy has expired. 2) Has committed a material breach of the terms of the vacation rental agreement that, according to the terms of the agreement, results in the termination of his or her tenancy. 3) Fails to pay rent as required by the agreement. 4) Has obtained possession of the property by fraud or misrepresentation.

23. **Agent's Ownership:** Agent and/or its employees may have Ownership interests in some of the property(s) offered for rent. Vendors, Agencies, Utilities and /or others may pay fees or commissions to Agent for using their services. **SUCH FEES OR COMMISSIONS ARE DEEMED SOLELY THE INCOME OF AGENT.**

24. **Indemnification and Hold Harmless; Right of Entry; Assignment:** Tenant agrees to indemnify and hold Agent and the Owner harmless to the extent allowed by law from and against any liability for personal injury or property damage sustained by any person (including Tenant's guests). This provision is not intended to insulate Owner from the obligation to comply with the duties imposed by the Vacation Rental Act and set forth in paragraph 19 above. Tenant agrees that the Owner or their respective representatives may enter the Property during reasonable hours to inspect the Property, to make such repairs, alterations, or improvements thereto as Owner may deem appropriate or necessary pursuant to the Vacation Rental Act. It is understood and agreed that Agent is retained by Owner to manage his property for rental purposes and not to inspect, maintain, or repair the structural integrity of the Property. Owner will make arrangements with other independent contractors for those purposes. Tenant shall not assign this Agreement or sublet the Property in whole or part without written permission of Agent.

25. **Applicable Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina and, in the event of a dispute, any legal action may be maintained only in the county where the subject Real Property is located.

26. **Entire Agreement:** This Agreement is the entire agreement among the parties with respect to the subject matter hereof, and no representations or covenants, whether oral or written, have been made regarding the subject matter hereof except as provided herein.

27. **Severability:** Every provision of this Agreement is intended to be severable, and if any term or provision hereof shall be declared illegal, invalid, or in conflict with North Carolina Law or the purposes of this Agreement for any reason whatsoever, or if the enforcement of any provision shall be waived, the validity of the remainder of this Agreement shall not be affected thereby.

Tenant Signature

Date

Agent

Date