

2021 VACATION RENTAL AGREEMENT

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 consideration of the monies recited and the mutual obligations 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, familial status, sexual orientation or gender identity of any Tenant.

- Reservation and Payment Requirements:** When a reservation request is received by Agent more than 45 days in advance of check-in, Tenant must forward a Signed Vacation Rental Agreement and Advance Rent Payment within 3 days after the Reservation Request. The entire balance is due no less than 45 days prior to check-in. If the reservation request is less than 45 days prior to check-in, the signed vacation rental agreement and all rent payment is due on the day of the Reservation Request. 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 hereinafter set forth. Additional fees shall be required if Tenant requests items in addition to those above. All future modifications shall be documented in writing which may act as an addendum to this Vacation Rental agreement.
- Payment Methods:** Payment can be made to Agent in US funds by cash, travelers check, money order, cashier's check, certified check, company check, personal check, e-checks, Master Card, Visa, or Discover subject to the following conditions: (a) Credit Card and e-check payments will be processed through a third party depository; (b) When payment is made by credit card the person named and endorsing the Vacation Rental Agreement must also be the person whose name is on the credit card; (c) No personal checks, e-checks, or company checks will be accepted during the 45 day period prior to or on the day of check-in; and (d) **A \$25.00 service fee will be charged for all returned checks.**
- Administrative Fee:** A fee of \$125.00 plus tax is charged by Agent on all tenancies.
- Taxes:** North Carolina has a Sales and Use Tax and Dare County has an Occupancy Tax that is required on all rentals and fees. These taxes are subject to change. (For reference purposes, last year's taxes were as follows: North Carolina 6.75%; Dare 6%).
- Trust Deposits:** All payments made by Tenant will be deposited in an interest-bearing trust account at Xenith Bank, Kitty Hawk, NC 27949, First National Bank of Pennsylvania Corp, Southern Shores, NC, 27949, Towne Bank, Southern Shores, NC 27949, or PNC Bank, Kitty Hawk NC 27949; with all interest from said trust account accruing to Agent. Credit card or e-check payments may be processed by insured third parties who shall make commercially reasonable efforts to make ACH transfers to Agent's designated North Carolina banking institutions within three (3) business days. An amount not to exceed 50% of the total rental rate may be disbursed to the Owner (or as the Owner directs) 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 \$125.00 administrative 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.
- Security Deposit:** It is understood and agreed that a Security Deposit is required unless hereinafter waived. Tenant is responsible for any damages to Owner's Property during the tenancy and the Security Deposit may be used by the Owner for actual property damage, cable TV charges, long distance phone calls, and damage to furnishings, household items, carpet, and flooring caused by Tenant as well as those allowed by NCGS 42-51. Tenant is responsible for items found missing from Property following the tenancy. Tenant must check the Property upon arrival and report all damages found or items that are obviously missing. Failure to report any damaged items prior to check-out shall result in the full or partial loss of the Security Deposit. There will be an accounting of the Security Deposit within 45 days of Tenant's departure. At Agent's discretion an additional Security Deposit may be required. Refusal to pay any Security Deposit requested by Agent shall constitute a material breach by Tenant and shall result in refusal of occupancy, termination of this agreement, or eviction without refund. North Carolina law allows Security Deposits to be up to twice the amount of the weekly rental rate. Tenant shall reimburse Owner for all damages to Owner's property caused by Tenant that is not paid by the Security Deposit. Tenant shall also be responsible to Owner for attorney fees and other costs, as allowed by law, in order to collect such damages.
- Security Damage Waiver:** Tenant has the option to purchase a Security Damage Waiver which shall eliminate or reduce a Security Deposit. The Security Damage Waiver will compensate the Owner for some of Tenants accidental damage to Owners property up to \$3,000. The details of the Security Damage Waiver is located on Agents website or may be mailed, faxed, or e-mailed upon request. Intentional damage, gross negligence, natural disasters, certain thefts, and other exclusions are listed in the description of the Security Damage Waiver and governs the terms thereof. The cost of the Security Damage Waiver is \$69.00 plus tax and Agent shall receive a fee. Tenant must report on or before departure all damages discovered upon arrival or caused by Tenant or Tenant's guests during Tenant's occupancy of Owner's property. Tenant promises to reimburse Owner for all damages to Owner's property caused by Tenant or Tenant's guests not paid by the Security Damage Waiver. Notwithstanding, Agent may require the addition of a Security Deposit at its discretion. Tenant shall also be responsible to Owner for attorney fees and other costs, as allowed by law, in order to collect such damages.
- Travel Insurance:** Travel Insurance is available and offered through Agent and is strongly recommended. The insurance is intended to protect Tenants in the event of unforeseen circumstances that cause cancellation or interruption of the rental period. Subject to the other provisions of this Vacation Rental Agreement and the requirements of the Vacation Rental Act, the insurance shall be Tenant's remedy for losses as a result of covered perils. Tenant will make a claim for any losses directly with the travel insurance company. The fee for this insurance is 6.95% of the rental amount, linens and towels, administrative fee, pet fees, pool heat, & all applicable taxes. A copy of the document detailing coverage can be found on Agents website or can be mailed, faxed, or e-mailed upon request. This insurance cannot be purchased after your final payment due date. You have 14 days to cancel travel insurance after the premium has been received by Agent. There will be no refunds of the trip cancellation and interruption insurance premium after the 14-day period has passed. Agent receives a fee for collecting the premium. To accept or decline travel insurance coverage, please select where indicated above and pay the Advance Rent Payment.
- Mandatory Evacuations:** If state or local authorities order a mandatory evacuation of an area that includes the residential property subject to this vacation rental agreement, the Tenant shall comply with the evacuation order. Upon compliance, Tenant will be entitled to a refund of the pro-rated rent for each night that Tenant is unable to occupy the property because of the mandatory evacuation order. However, Tenant will not be entitled to a refund if, prior to taking possession of the property: (a) Tenant refused insurance offered by Agent that would have compensated Tenant for losses or damages resulting from loss of use of the property due to a mandatory evacuation order, or (b) Tenant purchased such insurance from Agent.
- Military Personnel:** A Tenant who executes this Vacation Rental Agreement and is a spouse, dependent or member of the Armed Forces of the United States who subsequently receives an order for deployment with a military unit for a period overlapping with the rental period or a permanent change of station order requiring the member to relocate on a date prior to the beginning of the lease term, may terminate this vacation rental agreement by providing Owner or Agent with a written notice of termination within 10 calendar days of receipt of the member's order. The notice must be accompanied by either a copy of the official military order or a written verification signed by the member's commanding officer. All monies paid by the Tenant, with the exception of nonrefundable fees

lawfully disbursed to third parties in connection with the vacation rental agreement, shall be refunded to the Tenant within 30 days of termination of this vacation rental agreement.

11. **Cancellations:** All cancellations, including transfer requests, by Tenant must be in writing and the receipt of the request must be confirmed by Agent. If a cancellation request is not received and Tenant does not arrive during the rental period, the reservation will be considered to have been cancelled and not re-rented. If a reservation is cancelled and not re-rented for the cancelled period, all advance payments including applicable taxes and fees, except the Security Deposit, will be forfeited by Tenant. If Tenant rents multiple weeks and cancels any portion of their stay, Tenant remains responsible for the original time period reserved. If the property is re-rented for the contract amount all money prepaid will be refunded except the travel insurance premium, security damage waiver, charges for bed linen and towel orders, and a \$185.00 plus tax cancellation fee charged by Agent. 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. Any refund will be processed at the end of the month in which you become eligible for the refund. Transfer requests will not be allowed from one reservation to another if the request is not made at least 90 days before the scheduled arrival date. All transfer requests are subject to Owner approval and will be subject to higher rental rates, if applicable. All transfers result in a non-refundable \$95.00 plus tax fee to Agent.

_____ **Guest Initials**

12. **Limitations of Tenant Recovery:** Subject to the other provisions of this Vacation Rental Agreement and the requirements of the Vacation Rental Act Tenant's maximum compensation recoverable is the full refund of all funds previously received from Tenant subject to the following: (a) A refund shall be reduced by fees paid to third parties for the benefit of Tenant; (b) A refund shall be reduced in a pro-rated amount if Tenant has occupied Property for a portion of the term; (c) A refund will not be available if Tenant accepts a relocation and agrees to pay any difference in rental rate, applicable taxes and expenses incurred because the property is unavailable; (d) No refunds will be available if Tenant is evicted; (e) No refund will be automatically available for the failure of or deficiencies in air conditioning, fireplaces, kitchen appliances, electrical equipment (including, but not limited to TVs, VCRs, DVDs, Blu-Rays, computer equipment), telephone service, internet service, screen porches, animals or smokers previously occupying property, plumbing, walkways, pools, hot tubs, or grills unless it renders the property unfit and uninhabitable; and (f) No refund will be automatically available due to surrounding construction, damaged beach access, beach erosion, beach nourishment, noise, insects, public utilities, inclement weather or acts of nature unless it renders the property unfit and uninhabitable.
13. **Maximum Occupancy:** Occupancy of the premises will be limited to two persons per bedroom including family, children and Tenant guests. Tenant should not permit the property to be occupied beyond maximum occupancy. Violation of this prohibition will result in a material breach that allows refusal of occupancy, termination of this agreement, and eviction without refund. Bedding arrangements in the Property are to illustrate possible sleeping arrangements and may not be taken as a representation of permitted occupancy. The hosting of parties in the home, on decks, or anywhere else on the property beyond the maximum occupancy is a violation of this lease. No RV's or Campers may be parked on the Property for the purpose of extra sleeping capacity nor may they be hooked up to electric, cable or septic facilities. No more vehicles than necessary to accommodate Tenant and Tenant's guests shall be located on the premises. Tenant agrees to be responsible for ensuring that maximum permitted occupancy of the Property is not exceeded during the term of the lease and should contact Agent with any questions regarding the permitted occupancy of the Property.
14. **Groups Not Allowed:** Groups are not allowed to rent properties. 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 that allows refusal of occupancy, termination of this agreement, and eviction without refund. Owner or Agent reserves the right to refuse occupancy or have the Property vacated without refunding any amounts previously paid. Tenant is invited to consult with Agent prior to signing this Agreement to assure that it is a qualified Tenant.
15. **Animals:** Unless otherwise advertised, pets are strictly forbidden on or about the property whether on a temporary basis or otherwise and whether belonging to the Tenant or anybody else. Tenant shall be subject to a penalty of \$500.00 plus tax upon Owner or Agent's demand for any violation of this pet prohibition. Further, Tenants bringing pets to homes that do not allow them will have committed a material breach and be subject to refusal of occupancy, termination of this agreement, and eviction without refund. Nevertheless, no guarantee is made that a rental property has been free of pets or service animals prior to Tenant's occupancy and no refunds can be given if it is discovered that pets or service animals have formerly occupied the property. For those properties advertised as allowing a dog, only one (1) dog will be permitted unless prior approval is granted. Nevertheless, the following dog breeds are never allowed: Rottweiler's, German Shepherds, Pit Bulls, Doberman Pinchers, Chows, Wolf Hybrids, or any other dogs having previously displayed a vicious propensity. Cats and other animals are never allowed. Tenant must clean property of all pet excretions immediately upon discovery. If you bring a dog(s) to a home in which they are allowed a non-refundable fee of \$100.00 plus taxes, per dog, is charged for cleaning and flea extermination. If after paying the fee(s) you decide not to bring your dog(s), you must notify our office on or before the day of check-in in order to get a refund. Tenants must abide by all applicable municipal pet ordinances and no representations are made by Owner or Agent concerning them.
16. **Other Tenant Duties:** Tenant shall: (a) 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; (b) Dispose of all ashes, rubbish, garbage, and other waste in a clean and safe manner; (c) Keep all plumbing fixtures in the property or used by the Tenant as clean as their condition permits; (d) 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; (e) Comply with all obligations imposed upon the Tenant by current applicable building and housing codes; (f) 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; (g) Notify the Owner of the need for replacement or repair to a smoke detector. 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; and (h) Tenant agrees not to use Property for any activity or purpose that violates any criminal law or governmental regulation and may use the Property for residential purposes only. Tenant's breach of any duty contained in this paragraph shall be considered material and shall result in the termination of Tenant's tenancy.
17. **Indemnification, Hold Harmless, and Release; Right of Entry; Assignment:** Tenant agrees to indemnify, hold harmless, and release Owner and Agent 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) as a result of any cause, unless caused by the negligent or willful act of Owner or Agent or the failure of Owner or Agent to comply with the Vacation Rental Act. To the extent allowed by law, if the Owner, Agent, Tenant or a Third Party breaches any duties or obligations that benefit Owner, Agent or Tenant, the aggrieved party will seek recourse only against the breaching party. Tenant agrees that the Owner, Agent 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 market 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.
18. **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: (a) Holds over possession after his or her tenancy has expired. (b) 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. (c) Fails to pay rent as required by the agreement. (d) Has obtained possession of the property by fraud or misrepresentation.

19. **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, assignment, death, appointment of a receiver, or otherwise, the Owner, Agent, or any other agent of Owner 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. The real estate broker may deduct from advance rents transferred to Owner's successor-in-interest all commissions and fees earned by the real estate broker prior to the transfer. 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, less deductible fees permitted by NCGS 42A-16, must be transferred to Tenant within 30 days.
20. **Pre-Arrival Uninhabitability:** Subject to the other provisions of this Vacation Rental Agreement and the requirements of the Vacation Rental Act if, at the time the Tenant is to begin occupancy of the property, the Owner or Agent cannot provide the property in a fit and habitable condition or substitute a reasonably comparable property in such condition, the Owner and Agent shall refund to the Tenant all payments made by the Tenant.
21. **Other Owner Duties:** Owner shall: (a) Comply with all current applicable building and housing codes to the extent required by the operation of the codes unless the structure is exempt from a current building or housing code; (b) Make all repairs and do whatever is reasonably necessary to put and keep the property in a fit and habitable condition; (c) Keep all common areas of the property in safe condition; (d) 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; (e) 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; and (f) In dwelling units having a fossil-fuel burning heater, appliance, or fireplace and in any dwelling unit having an attached garage, Owner shall provide a minimum of one operable carbon monoxide alarm per rental unit per level, pursuant to NCGS 42A-31.
22. **Other Agent Duties:** Agent shall: (a) Manage the property in accordance with the terms of the written agency agreement signed by Owner and Agent; (b) Offer vacation rental property to the public for leasing in compliance with all applicable federal and State laws, regulations, and ethical duties, including, but not limited to, those prohibiting discrimination on the basis of race, color, religion, sex, national origin, handicapping condition, familial status, sexual orientation or gender identity; (c) Notify Owner regarding any necessary repairs to keep the property in a fit and habitable or safe condition and follow Owner's direction in arranging for any such necessary repairs, including repairs to all electrical, plumbing, sanitary, heating, ventilating, and other facilities and major appliances supplied by Owner upon written notification from Tenant that repairs are needed; (d) Verify that Owner has installed operable smoke detectors and carbon monoxide alarms; and (e) Verify that Owner has annually placed new batteries in a battery-operated smoke detector or carbon monoxide alarm. Failure of Tenant to replace the batteries as needed shall not be considered negligence on the part of the Agent.
23. **Acceptance of Policies:** Tenant also agrees to comply with the Vacation Rental Policies which are supplied herewith and incorporated herein by reference and shall be binding to the extent not inconsistent with other provisions of this agreement. The Vacation Rental Policies are located in Agents brochure and on Agents website. Tenant may request a copy be mailed, emailed or faxed. By signing this Vacation Rental Agreement Tenant acknowledges that Tenant has read and understands the Vacation Rental Policies. Violation of the Vacation Rental Policies pertaining to smoking, fireplaces, owner areas, pools, hot tubs, telephone, cable, internet use, and grilling will result in a material breach that allows refusal of occupancy, termination of this agreement, or eviction without refund.
24. **Agent's Ownership and Fees:** 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.
25. **Representation:** Tenant understands that Agent represents Owner in signing this Vacation Rental Agreement on behalf of the Owner. Agent does not represent Tenant. Tenant understands that Agent is not Owner's partner or joint-venturer, but in an Agency relationship with Owner as governed by North Carolina law.
26. **Competency:** All parties to this Agreement verify that they are of legal age and / or otherwise competent to enter into this Agreement.
27. **Non-disparagement:** The Tenant agrees not to publicly criticize Owner or Agent including, but not limited to, speaking or writing about the Owner or Agent in any unflattering way as a result of Tenants experience pursuant to this contract other than in the context of an agency or judicial proceeding.
28. **Applicable Law, Jurisdiction and Venue:** This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina. In the event of a dispute, Tenant consents, submits, and waives all due process or any other objections to the exclusive jurisdiction and venue of State Courts in Dare County, North Carolina or Federal Courts in the Eastern District of North Carolina. Tenant agrees that such courts constitute a convenient forum in that the Real Property that is the subject of this agreement is located in Dare County, North Carolina.
29. **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.
30. **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 has read, acknowledges, and accepts the terms set forth within this Vacation Rental Agreement and the policies incorporated herein including provisions concerning travel insurance and cancellation. _____ **Guest Initials**

Agent: JOE LAMB, JR. & ASSOCIATES, INC

Tenant Signature

Date

BY : _____

Date : _____

PLEASE MAKE CHECKS PAYABLE TO:
Joe Lamb, Jr. & Associates

MAILING ADDRESS:
P.O. Box 1030
Kitty Hawk, NC 27949
Office: (252) 261-4444

FED EX, DHL, UPS Only
4607 N. Croatan Highway
Kitty Hawk, NC 27949
Fax: (252) 261-3270