

# Vacation Rental Lease Agreement (SAMPLE)



Welcome! Your family's vacation reservations have been made and we thank you for choosing Sun Realty! On behalf of our staff and management team we look forward to seeing you and hope that you have an enjoyable, memorable vacation on the beautiful Outer Banks.

**THIS IS A VACATION RENTAL AGREEMENT UNDER THE NORTH CAROLINA VACATION RENTAL ACT (NCGS 42A).** 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 expedite 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.

## Terms of your Lease Agreement

1. **IN CONSIDERATION of the rent received and the mutual promises herein, the Owner of the subject property, through Sun Realty of Nags Head, Inc., his agent, does hereby lease and rent to Tenant that certain property described above and under the following terms and conditions.**
2. **THIS LEASE MUST BE SIGNED BY TENANT AND RETURNED TO AGENT WITHIN 7 DAYS OF RECEIPT. Reservation is subject to be cancelled if we have not received your sign lease within (7) days of receipt.** Please retain one copy and return the other copy to Sun Realty.
3. **CANCELLATION:** In the event Tenant cancels his reservation of the leased property and said property is not re-rented during the entire term set out above, then all rent consideration previously tendered will be forfeited by Tenant and retained by Owner. All cancellations must be in writing. If the property is re-rented, then rent, taxes and/or security deposit consideration previously tendered by Tenant will be refunded to him, less a service fee of \$235.00, plus any other reasonable costs to re-rent the property. Please note insurance premium, if paid, is not refundable. The Tenant shall not assign this agreement or sublet the property in whole or in part. All sublets must be handled directly by Sun Realty of Nags Head, Inc. (If you have purchased trip cancellation insurance at the time of making your reservation, please refer to your policy for instructions on recovering your loss due to a cancellation.)
4. **TRANSFER:** In the event that a Tenant requests a transfer from one week to another week in the same unit and the time period is available, the transfer will be allowed with a service charge of \$100.00. All transfers must be made at least 30 days prior to occupancy in order to allow agent time to re-rent. A new lease agreement will be mailed reflecting the change of dates upon receipt of the service charge. Transfers can only be arranged within the original property rented and not to other properties and must take place within the same calendar year.
5. **HOUSE RULES:**
  - A. **PAYMENT OF RENTS AND ACCEPTED FORMS OF PAYMENT \*NO PERSONAL CHECKS ACCEPTED AT CHECK-IN\*** We ask you confirm your reservation within seven days by sending an advance rent payment and any applicable trip insurance premium and/or security deposit (if required). We encourage you to pay online via e-check through the link on our website to Rent Payment, a 3rd party processor. We're also happy to accept your personal check mailed to us at Sun Realty PO Box 1630 Kill Devil Hills NC 27948. Upon receipt of your payment, a lease agreement will be forwarded to you to confirm your reservation. The signed copy of the lease agreement must be returned to Sun Realty within seven days upon receipt via mail, fax or email. The balance payment of your rent will be due at least **45 days prior to your check-in date**. This balance of rent, taxes, fees, may be paid by personal check, money order or cashier's check. We will not accept personal checks less than 45 days before your arrival. Tenant acknowledges and authorizes the advance rent payment, less agent's commission and fees are to be disbursed in advance of occupancy to the property owners individual trust account and any applicable vendors, including Red Sky Travel Insurance, following payment. Tenant acknowledges this and releases any right for civil suit against Sun Realty for any

loss. A \$25.00 service charge on any returned check will be added to your balance. We use a third party processor for any Credit Card Payment. ALL PAYMENTS ARE TO BE MADE IN U.S. FUNDS. SECURITY DEPOSITS are collected on some rental units and in some rental situations. Management reserves the right to charge a security deposit on any reservation when deemed in agent or owner's best interest. The purpose of this security deposit is to protect the owner, property, and contents, payments of rent, etc., as well as you. Our inspector will ensure the property is left in proper order, clean and damage free. Your security deposit (if paid) will be mailed back to you by check within 45 days following your departure, with any necessary deductions noted. Any applicable security deposit will be handled in accordance with NCGS.42 and 42A. **Any Security Deposit will be administered in accordance with the North Carolina Tenant Security Deposit Act. Agent will deposit all funds in an interest bearing trust account with RBC Bank Nags Head, NC, which will be changing to PNC in March 2012, with any interest payable to agent. SUN REALTY PLAN** – Any Security Deposit will be administered in accordance with the North Carolina Tenant Security Deposit Act. Agent will deposit all funds in an interest bearing trust account with RBC Bank Nags Head, North Carolina, with any interest payable to agent. Sun Realty Plan: As a reward for your care and a thank-you for renting from us, in most cases we will waive the usual security deposit requirement and also will waive the cost of repairing minor accidental damage and loss (in either case valued at less than \$500) caused by otherwise careful guests during their stay in one of our homes, that is reported to us no later than check-out time. You remain responsible for the proper care of our homeowners' property and any costs exceeding \$500. We will not excuse deliberate damage or gross negligence; loss of property due to theft unless a police report has been filed; or damage caused by motor vehicles or watercraft. Our decision as to whether the damage appears to have been caused accidentally, and whether to waive the charges associated with the repair or loss, will be final. If you would prefer to pay a standard security deposit, we will allow you to do so, will charge all damages against that deposit (the Sun Realty Plan would not apply), and will deduct \$30 from the rent—you must let us know you prefer the standard security deposit option when you send your advance rent payment.

- B. **CHECK-IN**: Check-in time is after 4pm. In order to allow sufficient time to prepare the property for your use, we ask that you do not request early occupancy. KEYS WILL NOT BE RELEASED UNTIL AFTER 4 PM. Upon your arrival, you'll receive 2 keys and directions to your rental unit. Please call your check-in office to make arrangements for check-in after 5:00 P.M. If late arrival, keys and directions to your rental will be in our drop box in front of your check in office, provided your reservation is paid in full and we have a signed lease on file for you on the beginning date of your reservation. NO KEYS WILL BE GIVEN UNLESS ENTIRE BALANCE DUE IS PAID IN FULL AND LEASE AGREEMENT SIGNED. NO ONE WILL BE AVAILABLE AFTER HOURS TO RELEASE KEYS. A limited number of Early check-ins or late check outs may be arranged in advance for an additional fee. Please call our office for arrangements.
- C. **FAMILY GROUPS ONLY**: We rent only to family groups (parents, grandparents, children, and extended family members vacationing in one home.) Tenant and his family will be sole occupants of property. No fraternities, school or civic group, un-married young adults, high school or college student groups nor other non-family groups allowed. IDs must be furnished upon request. Absolutely no house parties allowed. We do offer a select number of homes designated for special events such as family reunions, weddings, or anniversaries (with approval prior to making your reservation). Periodically we may advertise specific group specials; for which you must qualify. Violation of the above is grounds for immediate lease termination and/or eviction without refund of rent paid unless re-rented. **NO EXCEPTIONS**. The undersigned represent themselves to be an adult 21 years or older. We lease homes without respect to the race, color, religion, sex, national origin, handicap or family status of any tenant.
- D. **PETS**: Most rental properties do not allow pets (registered service animals excepted). Cottages allowing pets are limited to not more than 2 house-broken domestic animals. A \$100.00 fee is charged for professional flea extermination on all reservations including a pet. PETS FOUND ON PROPERTIES NOT ALLOWING PETS IS GROUNDS FOR IMMEDIATE EVICTION. To avoid

eviction, please declare all pets. As a reminder, please clean up the surrounding property before check-out and take extra care to clean behind your pet, otherwise check-out cleaning charges to you will result. \*Pets are NOT allowed in pools nor hot tubs! Violation of this policy may result in your eviction plus a charge to you for any resulting costs.

- E. **ACCOMMODATIONS:** Tenant is responsible for keeping the unit clean and safe during the entire tenancy as required in NCGS 42A-32. Tenant has an obligation to notify agent immediately of any safety issues discovered. In addition, tenant is responsible for any and all damages to the property from all guests and ensuring maximum occupancy is not exceeded during his tenancy. **Due to health department regulations, occupancy on homes served by septic systems is limited to two persons per bedroom, unless otherwise stated. Most homes are served by septic systems. We've listed the bedding arrangements in each unit only to accommodate flexible sleeping arrangements, not to represent occupancy. Please contact our office if you have any questions regarding maximum occupancy allowed in the home you are renting. In addition, parking at each property is also limited. Please do not over occupy.** Please respect owners locked closets. These are not included in your rental of the property. Some cottages are designated "Smoke Free" in our catalog/website. Please respect this request to avoid compromising your vacation and subjecting yourself to a \$250 smoking penalty. All cottages and condominiums are equipped for normal housekeeping. Each unit includes an electric coffee pot and toaster as basic kitchen equipment; TV, vacuum, stereo, dishwasher, washer/dryer, central air/heat, cable hookup, phone and microwave (unless otherwise stated on website and/or our rental brochure). All beds will have mattress pads, bedspreads and pillows. You'll need to bring all paper products, cleaning supplies, condiments and linens with you. If you like, you may rent linens from us, if they are not supplied at your vacation home (please double check the homes description to verify if linens are provided). Please note, most homes do not include linens as part of the rental. Maid service is also available through our office at reasonable rates. Call our office for details and arrangements. For your protection, each rental home is provided with at least one (1) smoke detector. Our inspectors check operation on a routine basis; however, it is the renters responsibility to check the smoke detector upon arrival and to advise the Sun Realty office immediately if the smoke detector is not working properly. Fireplaces (if applicable) are only to be used October through April. Some areas experience salty, distasteful or discolored water occasionally. Plan to buy bottled water for drinking, cooking, and ice purposes. If you are renting in the off-road areas north of Corolla (4 wheel drive area) you must have your own 4 wheel drive transportation to access these remote homes. Caution: All Wheel Drive vehicles will not navigate in off road areas
- F. **SPECIAL EVENTS:** Tenant must notify Sun Realty of all large gatherings in or on premises. Please know, not all rental homes will allow special events. Please inquire. Special Events do require additional lease provisions, event fee, and/or security deposit. Failure to make advance arrangements for your special event could result in evictions or other action.
- G. **TRIP CANCELLATION INSURANCE:** Sun Realty has contracted with Red Sky Travel Insurance (1-866-890-6499) in order to offer you trip cancellation insurance to protect your vacation investment against hurricane evacuations, and other covered unforeseen circumstances, which could cause cancellation of your trip and forfeiture of payments. Coverage issues will be based and determined solely by Red Sky. and the existing policy will be issued to you if you elected the coverage of this insurance when you made your reservation. Please see your policy for more specific information. Please note, trip insurance premium is non-refundable after 10 days in force even if reservation is cancelled. If trip insurance is declined, tenant accepts responsibility for loss of rent in case of any unforeseen circumstances including but not limited to mandatory evacuation. You do not have coverage in force until your entire advance rent payment and trip insurance premium is paid in full. Please call our office immediately if you have any questions.
- H. **RENTAL ITEMS:** Rental items may be rented on a weekly basis. Please call our office for availability and reservation information. Our retrieval of rental items left in unit after check-out will be billed to you at a minimum cost of \$25.00.
- I. **MAINTENANCE:** Every effort is made to keep each property and its equipment and amenities in good working order. Please notify our office in writing of any difficulty you incur during your stay so

repairs can be made. There will be no rebates given for inoperable appliances or faulty equipment, unfavorable weather, early departure, interruption of utilities, construction in the area nor maintenance problems. False or unwanted maintenance repairs called for by tenant will be billed to tenant. We reserve the right to enter premises during tenancy to inspect, make repairs, etc. We strive to make repairs within 24 hours. Occasionally circumstances require a longer repair time. Please be patient. Tenant agrees that in the event of dissatisfaction of any kind, tenant will not seek a credit card credit via his credit card provider. Any adjustments will be handled solely through agent on behalf of the homeowner.

- J. **MESSAGES:** Mail and phone messages can be received through our Corolla office at 252-453-8822 or our Duck office at 252-261-7911 or our Kill Devil Hills office at 252-441-7033 or South Nags Head 252-449-9156 or Salvo 252-987-2766 or Avon 252-995-5865 or Kitty Hawk 252-261-1152. No messages will be taken on the 800 number. It is the responsibility of the tenant to check for messages on a regular basis. For emergency purposes we recommend you also leave the phone number of the Dare County Sheriff's office, 252-473-3481, or Currituck Emergency, 252-232-2424, the name of our firm and the name and the rental number of your cottage or condominium with relatives and close friends. Only emergency messages can be delivered.
- K. **CHECK-OUTS:** All cottages and condominiums must be vacated by 10.00 A.M. on check-out day. We ask that this policy be recognized by all tenants. An extra days rent will be charged for all late check-outs unless advance arrangements have been made for late check out (limited availability and subject to additional fee). Our inspection crews depend upon your departure so they may take care of preparing for the next scheduled tenants. **Lessee is responsible for washing dishes, taking out trash, emptying refrigerator, leaving the AC set on 78 degrees (or heat set on 55 degrees in the winter months), securing all doors and windows, and leaving the unit clean, damage-free and in good shape for the next renter.** Any extra cleaning or excessive trash removal will be billed to tenant at a minimum fee of \$50.00. Please ensure you've packed all your belongings before checking out, as we cannot be responsible for items left. A \$15.00 COD fee will apply for any items returned to you following your tenancy. Call our office for arrangements within 7 days after your departure, otherwise left items will be disposed. We encourage you to contribute unopened non-perishable items to our local food bank by depositing into the collection bin at our offices.
- L. **TAX:** North Carolina applies a 6.75% sales tax to lodging in the state. Additionally, an occupancy tax applies to vacation rentals in Dare County (5%) and Currituck County (6%). The tax table as of printing is 11.75% for Dare and 12.75% for Currituck county properties. Tax amounts are subject to change. Your rental balance will be adjusted at appropriate tax rate based on your check-in date. Please note, in Dare County there is pending legislation which may result in an additional 1% tax added to your rental for beach nourishment. If this legislation passes, your tax due will be adjusted to reflect this additional tax.
- M. **DAMAGES:** We ask our tenants to report any breakage or damages to us upon occurrence and settle the matter before they leave. If there is any damage done to a unit, the lessee does agree to be responsible for any damages done by himself, his family, guests, pets, and vehicles. All rental units are checked between tenants carefully by our inspection crews for breakage or damage with all damages reported directly to management. Tenant authorizes agent to charge his credit card on file (if applicable) or security deposit (if paid) for such damages and acknowledges in writing same to tenant. Do not duplicate keys to your unit. Lost or unreturned keys will be a \$100.00 re-key charge. Tenants are not permitted to move furniture within the unit nor burn candles. Tenant authorizes agent to charge his credit card on file (if applicable) or security deposit (if paid) for such damages and/or rent or other balances due and acknowledges in writing same to tenant.
- N. **PHONE, ETC.:** Many of our units are equipped with telephones. Local calls (261, 441, 449, 480, 255, 267, 473 and 475 exchanges) are within Dare County and may be made without limit. If your stay is in Currituck or Hatteras, the Dare County exchanges will be long distance. In the event your unit is provided with a long distance call blocking program, the calls will be directly billed to your CREDIT CARD. Tenant understands the agents may collect fees directly from outside vendors for services,

including but not limited to: Commission on the sale of trip cancellation insurance, phone call blocking services, pet fees and rental items.

- O. GRILLING: Grilling is not permitted except on concrete surfaces. Do not attempt to use moveable outdoor grills on decks, porches or near wooded areas as you are responsible for any damages. Please be sure to clean the grill before you leave so the next guest finds it ready for use. Fireworks are not permitted on premises at any time.
  - P. TELEVISIONS/VCRs/COMPUTERS/DVD, ETC.: Please know there is no guarantee for the TV sets and nor cable reception and, no rebates will be given for malfunctions. Additionally, there will be no rebates for faulty VCR/DVD, etc. equipment, computer equipment (if provided) nor internet access.
  - Q. UNIT FOR SALE: Tenant understands rental unit maybe listed for sale. We reserve the right to show each rental unit for sale to potential buyers. Effort will be made to schedule the showing so as not to interrupt your vacation. Tenant understands in the event of the sale or transfer of the subject property, the new owner may not be bound to honor this rental if rental is to end 180 days or more following the recorded sale of the property. In this event you shall be entitled to a refund of rent payments made by the purchaser/new owner. The sale or transfer of the property is subject to NCGS 42A, vacation rental act.
  - R. POOLS and SPAS: Please check the listing or call our office for more specific information. Pool opening/closing schedules are subject to change without notice or refund. If renting a unit with a pool or pool access, Agent and owner is released from all liability for any injuries or death resulting from lessee or his guests' use of the pool. Lessor provides pool and/or hot tub maintenance through a third party that is unaffiliated with agent, these items may not be ready at the time of your check in. Please be patient. Agent does not have or assume any responsibility for supervising the existence, frequency, or adequacy of pool/hot tub maintenance. Inadequately maintained hot tubs and pool can cause viral or bacterial illnesses that could be life threatening under various circumstances. Agent does not inspect or test the pools and hot tubs for the presence of health threatening organisms. When tenants and guests use a pool/hot tub, they assume the risk of illness from an improperly maintained pool or hot tub, and you release agent from any liability for injury or damages resulting from the use of an improperly or inadequately maintained pool or hot tub. No alcohol, pets, nor urinating in pools or hot tubs. Children under 12 are NOT permitted in hot tubs. Proper supervision is required. Some pools and other amenities may require additional fees. Heated pools require additional usage fees as well. Please inquire. If you have arranged for an early check in service please know this does not include early use of pool and/or hot tub. These amenities may not be available to you until late afternoon due to servicing schedules.
  - S. BEACH NOURISHMENT: Some oceanfront areas of the Outer Banks will be a part of a beach nourishment project. You may experience some inconvenience during this project. Please be advised. No refunds will be given.
6. PERMITTED OCCUPANTS: Lessee must take possession and maintain possession of subject property for the full leased period. The Tenant shall not permit the property to be occupied or used as a residence by more than the maximum number allowed under this lease. This includes the Tenant, his family (including all children) and guests. Overcrowding of property or misrepresenting number in party is grounds for immediate eviction without refund unless property is re-rented. Absolutely no house parties, beer kegs, fireworks of any kind, ATVs or RVs, no videotaping of premises, nor illegal activities allowed on premises. Violation of this will result in the termination of lease and immediate eviction without refund, unless property is re-rented. Misrepresentation, failure to pay in full, obtaining subject property under false pretenses, fraud or material breach of this agreement shall result in an expedited eviction in accordance with the vacation rental act (NCGS 42A-23). Verbal abuse of Agent or its employees will not be tolerated.
7. LIMITATIONS OF REMEDIES, DAMAGES AND INDEMNITY: In the event the owner is unable to deliver said property to Tenant under this lease agreement because of fire, damages, eminent domain, or if the property is unavailable because of delay in construction, the unit is sold and no longer renting, or because of lack of water or sewer, or otherwise unfit or uninhabitable, or for any other reason whatsoever, excluding those events that would otherwise be covered through tenants trip insurance policy agent makes

available, Tenant hereby agrees that Owners sole liability as a result of any of these conditions is the full refund of all consideration previously tendered by Tenant pursuant to the terms of this lease, and Tenant expressly acknowledges that in no event shall owner be held liable for any consequential or secondary damages, including but not limited to any expenses incurred as a result of moving, for any damage, destruction or loss. Tenant will not be refunded by Agent or Owner for Mandatory Evacuations. Tenant also agrees that in the case of a double booking or occupancy by owner, Tenant will be entitled to a full refund of all consideration previously tendered by Tenant. If Agent is able to re-locate Tenant, Tenant agrees to pay any difference in rental amount. The Tenant their family members, guests and all the occupants of the vacation home agrees to release and indemnify the Owner and his Agent from and against all claims for damages and/or personal injuries to any person arising out of the use of subject premises, including interior and all exterior areas, including decks, stairs and other common areas that occurred during the tenancy of the premises. These claims include those that allegedly may fall under the Vacation Rental Act. Tenant also agrees to defend owner and his agents from any lawsuit alleging damages and/or personal injury that occurred during the tenant's rental of the property. Tenant shall not be entitled to any refund due to unfavorable weather, maintenance problems, area construction, noise, early departure, or disruption of utility services (including cable) after occupancy. Tenant agrees to be responsible for any repairs necessary due to their negligence. Agent reserves the right to enter and inspect premises with a reasonable notice to Tenant. Tenant agrees to hold Agent harmless for any liability in event of foreclosure of subject property. In the event of an ordered evacuation due to hurricanes or other storms, tenant is required by state law to evacuate property. Tenant agrees to vacate and secure property within 4 hours of the start of the mandatory evacuation order. Refunds for the period of mandatory evacuation will be made only by Red Sky provided you purchased the optional trip cancellation insurance. If tenant has refused trip cancellation insurance, tenant shall not be entitled to any refund. If coverage was purchased through Red Sky, please call Red Sky directly at 1-866-890-6499 for refund procedure.

8. This Agreement contains the entire agreement of the parties and there are no other representations, inducements, or other provisions other than those expressed here in writing. All changes, additions, or deletion hereto, must be made in writing and signed by all parties.
9. IN WITNESS WHEREOF, this agreement is executed in two counterparts with an executed counterpart being retained by each party hereto. NOTICE: This is a legally binding contract. If not understood, seek competent advice. Subject property may be owned by a North Carolina Real Estate Licensee. Tenant understands that in all negotiations regarding subject property, the agent will be representing the best interest of the owner and subject property.
  - a. This agreement shall be governed by and interpreted in accordance with the law of the State of North Carolina.
  - b. This agreement shall be treated as though it were executed in the County of Dare, State of North Carolina, and were to have been performed in the County of Dare, State of North Carolina. Any action relating to this agreement shall only be instituted and prosecuted in courts in North Carolina. Customer/Tenant specifically consents to such jurisdiction and to extraterritorial service of process.

By initialing in this box, I acknowledge that I have read, understand and accept the Terms and Conditions of the Sun Realty Vacation Rental Agreement.

**Tenant acknowledges and accepts rules set forth within this agreement, including whether trip insurance coverage is in force or declined (as stated above).**

**To signify your acceptance of this agreement, type your name below **exactly** as it appears on Page 1 of this Rental Agreement.**

X \_\_\_\_\_

Guest Signature