



Sun Realty: Vacation Rental Lease Agreement

THIS IS A VACATION RENTAL AGREEMENT UNDER THE NORTH CAROLINA VACATION RENTAL ACT (NCGS 42A et al). 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. TENANT SIGNATURE ON THIS AGREEMENT OR PAYMENT OF MONEY OR TAKING POSSESSION OF THE PROPERTY AFTER RECEIPT OF THE AGREEMENT IS EVIDENCE OF TENANT ACCEPTANCE OF THE AGREEMENT AND TENANTS INTENT TO USE THIS PROPERTY FOR A VACATION RENTAL.

THE BROKER SHALL CONDUCT ALL BROKERAGE ACTIVITIES IN REGARD TO THIS AGREEMENT WITHOUT RESPECT TO THE RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, HANDICAP, FAMILIAL STATUS, SEXUAL ORIENTATION OR GENDER IDENTITY OF ANY PARTY OR PROSPECTIVE PARTY.

Terms of Tenant Lease Agreement

1. Sun Realty of Nags Head, Inc., as the agent of the Owner, (the “Agent and/or Sun Realty”) is the rental manager of a vacation property which is available for weekly or seasonal rental. The Landlord of the property (the “Owner”) has given Agent the authority to enter into this Agreement. This Agreement sets forth the terms under which you, as Tenant, will lease the vacation property for a specified period of time through Agent. **The Tenant understands and agrees to all rights and obligations as set for in the Vacation Rental Act (NCGS 42A et al) and understands and agrees that the rights and obligations of “Landlord” as set forth in the Vacation Rental Act apply only to the Owner and not to the Agent.**
2. THIS LEASE MUST BE SIGNED BY TENANT AND RETURNED TO AGENT WITHIN 24 HOURS OF RECEIPT. Tenant acknowledges that they are a minimum of 25 years old, representing a family group (non-family groups are strictly prohibited), and that Tenant will occupy the property throughout the duration of tenancy. Reservation is subject to cancellation if Agent has not received the signed lease within 24 hours of receipt. This lease agreement is considered accepted, valid, and enforceable once Tenant has received it and met one of the following conditions: signed the agreement and submitted payment; or, submitted payment and taken possession of the property. Tenant understands email address and cell phone number on file will be used by Sun Realty for communication about this reservation and future marketing. If property offers special services from a Third-party vendor, Tenant may also receive email communication to confirm selections for tenants’ vacation. {i:sR:_____}

3. **PAYMENT OF RENTS AND ACCEPTED FORMS OF PAYMENT *NO PERSONAL CHECKS ACCEPTED AT CHECK-IN***To avoid cancellation, Tenant must confirm reservation within 24 hours with full initial rent payment due and any applicable trip insurance premium and/or security deposit (if required) and provide the signed lease within 24 hours of receipt. Payments are made through a third-party processor. Third-party processor may hold funds for up to 30 days before disbursing to Sun Realty. Automated Payments and Payment Plans may be set up by Agent with Tenant. Personal checks should be mailed to Sun Realty, P.O. Box 1630, Kill Devil Hills, NC 27948. The balance is due at least 45 days prior to Tenant arrival date. Personal checks will not be accepted less than 24 days before Tenant's arrival. Reservation is subject to cancellation if payments have not been made in full by the appropriate designated due dates without refund. Agent may cancel under cancellation terms as found in section 9. Full payment is required under the terms of this binding lease, including canceled reservations that do not re-rent. Any payments made on reservation are considered payments by and for the tenant.
4. **DISBURSEMENT OF FUNDS:** By the signature as set forth on this document, whether electronic or manually signed, Tenant expressly authorizes Agent within 3 banking days of receipt to deposit all funds paid in advance into a trust account located at the Southern Shores Branch of TowneBank in Southern Shores, NC 27949. Tenant acknowledges and authorizes that, as allowed by GS 42A, the advance rent payment, less Agent's commission and fees, may be disbursed in advance of occupancy from the trust account at TowneBank and payments made to any applicable vendors, including Red Sky Travel Insurance, and third parties to pay for any goods, services or benefits procured by Agent for the benefit of Tenant, including but not limited to any fees set forth herein payable to Agent for reservation, cleaning services, pet fees, rental items, transfer, or cancellation of Tenant's tenancy following payment. Tenant acknowledges Agent may collect fees or commissions from outside vendors for these services. Tenant acknowledges this and releases any right for civil suit against Sun Realty for any loss. Tenant agrees to pay a \$35 processing fee for any check of Tenant that may be returned by the financial institution due to insufficient funds or because Tenant did not have an account at the financial institution. A third-party processor is used for any Credit Card or E-Check Payment. Third-party processor may hold funds for up to 30 days before disbursing to Sun Realty. Funds can only be deposited in a trust account after they have been received. **ALL PAYMENTS ARE TO BE MADE IN U.S. FUNDS.**
5. **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 (6%) and Currituck County (6%). The tax table as of the day the reservation was made is 12.75% for Dare and 12.75% for Currituck County properties. Tax amounts are subject to change without notice. Rental balance will be adjusted at appropriate tax rate based on Tenant arrival date.
6. **DAMAGES:** Please report any safety concerns, maintenance needs, or damages to your check-in office. Tenant is responsible for all damages to the Owner's property caused by the Tenant, his or her family, guests, invitees, and any such person's pets and vehicles. Tenant shall report any breakage or damages upon occurrence, regardless of cause. Tenant agrees to submit payment within 10 days for all damages if Agent determines that the Tenant has damaged the Owner's property and Agent contacts Tenant and requests

payment for the damages. Tenant authorizes and agrees that Agent may charge Tenant's credit card on file for damages. Security Deposits are required by some Owners and in some rental situations. Security deposits may be required on any reservation when deemed to be in Owner's best interest. 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 Towne Bank - Southern Shores, NC, with any interest payable to Agent. Tenant agrees that in the event of dissatisfaction of any kind, Tenant will not seek a refund via his credit card provider and any adjustments will be handled solely through Agent on behalf of the Landlord/Owner. {i:sR:_____}

7. REFUNDS: Neither Landlord/Owner nor Agent will provide refunds for unfavorable weather, late arrival, early departure, interruption of utilities or construction in the area, governmental acts, or other acts of God. Tenant agrees that in the event of dissatisfaction of any kind, Tenant will not seek a refund via tenant credit card provider.
8. TRIP CANCELLATION INSURANCE: Sun Realty has contracted with Red Sky Travel Insurance (1-866-889-7409) in order to offer trip cancellation insurance to protect tenant vacation investment against hurricane evacuations and other covered unforeseen circumstances, which could cause cancellation of trip and forfeiture of payments. Coverage issues will be based and determined solely by Red Sky, and the existing policy will be issued to Tenant if Tenant elected the purchase of this insurance when you made your reservation. Please see trip insurance policy for more specific information. **Please note: Trip Insurance premium is non-refundable after 14 days in force, even if the reservation is canceled.** Trip insurance is non-transferable. 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. Tenant does not have coverage in force until entire advance rental payment and trip insurance premium is paid in full. Please call Red Sky Travel Insurance at 1-866-889-7409 with any questions. {i:sR:_____}
9. CANCELLATION POLICY: In the event Tenant cancels a reservation of the leased property and said property is not re-rented during the entire term set out above, then all consideration previously tendered will be forfeited by Tenant and retained by Owner. All payments on this lease are due in full. Owner reserves the right to file a civil action to recover any unpaid rent. 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, less an administrative fee of \$250.00, plus any other reasonable costs to re-rent the property. **Please note: Trip Insurance premium, if paid, is not refundable.** Tenant shall not assign this agreement or sublet the property in whole or in part. If Tenant has purchased trip cancellation insurance at the time of booking reservation, please refer to trip insurance policy for instructions on recovering tenant loss due to a cancellation. In the event tenant rental period is rented for a lower price than original leased rate, tenant refund will reflect the difference, less the administrative fee. {i:sR:_____}
10. TRANSFER OF WEEKS BY TENANT: Any Tenant requests for a transfer from one week to another available week in the same property must be made in writing. All transfers must be approved. There will be a service charge of \$100.00 assessed for any

transferred week. All transfers must be made at least 30 days prior to occupancy to allow Agent time to re-rent the original week. A new lease agreement will be created reflecting the change of dates upon receipt of the service charge. The prior lease will remain valid until the new lease is executed. Transfers can only be arranged within the original property rented and not to other properties. On transfers being made from a higher renting week to a lower-priced week, the higher rent will be charged unless the original week re-rents. All transfers must occur within the same calendar year as the original reservation.

11. **CHECK-IN: Standard check-in begins AFTER 5 PM on arrival day. Check-in time extends until all homes are ready for occupancy.** Commercially reasonable efforts will be made to prepare all homes for occupancy as close to 5 PM as possible. Tenant's property may not be available until after 5 PM. Agent appreciates tenant patience as agent readies all vacation properties for occupancy. A limited number of Priority Check-in Services are available for a fee and must be pre-arranged. Please contact the Rental Check-in office to request this convenience service. For Tenants arriving after 5:30 pm, it is recommended that Tenant contact check-in office to ensure keys or code and directions to rental property are left in the drop box at the assigned check-in office. **CHECK-IN AND RELEASE OF KEYS OR CODE REQUIRE PAYMENT IN FULL AND A SIGNED LEASE AGREEMENT. STAFF WILL NOT BE AVAILABLE AFTER HOURS TO RELEASE KEYS.**
12. **CHECK-OUTS:** Tenant will vacate the premises by 9 AM on check-out day. A fee of up to 25% of the daily rental rate will be charged for all late check-outs. If tenancy is held over past 11am on departure day, a full day's rent will be charged to Tenant. A limited number of Late Check-out services are available for a fee and must be pre-arranged. Please contact the Rental Check-in office to request this convenience service. Tenant is responsible for washing dishes, taking out trash, emptying refrigerator, leaving the AC set on 72 degrees in the summer or heat set on 65 degrees in the winter, securing all doors and windows, and leaving the unit generally clean, damage-free, and in good shape for our cleaning team. Any excessive cleaning or excessive trash removal as deemed by Sun Realty will be billed to Tenant at a minimum fee of \$125.00. Please ensure all personal belongings are packed before checking out, as Agent cannot be responsible for items left. A \$15.00 COD fee will apply for any items returned to Tenant after tenancy. Contact check-in office for arrangements within 7 days of departure date, otherwise left items will be disposed of or donated.
13. **PERMITTED OCCUPANTS AND OCCUPANCY LIMITS:** Tenant shall take possession and maintain possession of subject property for the full leased period. Tenant shall not permit the property to be occupied or used as a residence by more than the maximum number of occupants allowed under the law. Standard occupancy is 2 guests (anyone older than 2 years old) per bedroom. This includes the Tenant, his family (including all children), and guests. Over occupying of property or misrepresenting occupancy is grounds for immediate eviction without refund. Tenant agrees to follow all occupancy laws and not to over-occupy any pools, hot tub, decks, or staircases. Tenant understands and agrees to the occupancy limits allowed by law. {i:sR:_____}
14. **FAMILY GROUPS ONLY:** Properties are rented to family groups (parents, grandparents, children, and extended family members vacationing in one home) only.

Tenant and family will be sole occupants of this property. Agent does not rent to non-family groups which include but is not limited to: fraternities; sororities; social, college, school, church, or civic groups; high school or college student groups; clubs; or associations under the age of 25. IDs shall be furnished upon request. **Absolutely no house parties allowed.** Violation of the above is grounds for immediate lease termination and/or eviction without refund of rent paid as this will be considered liquidated damages to cover losses, expenses, and damages of Owner and Agent for taking the Premises off the market. Occupancy shall not exceed the maximum allowed by law. NO EXCEPTIONS. The undersigned leaseholder represents themselves to be an adult 25 years or older who will occupy the property throughout the entire tenancy.

15. **PROHIBITED CONDUCT:** Absolutely no house parties, beer kegs, fireworks of any kind, ATVs or RVs, no videotaping of premises, no videotaping or other recording of Sun Realty staff or vendors, nor illegal activities are allowed on premises. Violation of this will result in the termination of lease and immediate eviction without refund. 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 NCGS 42A et al. Agent takes safety, security, and good conduct seriously. Verbal abuse, violence, or other threats against Owner/Landlord or Agent or its employees will not be tolerated and is grounds for eviction without refund and legal and/or law enforcement action. Tenant is responsible for actions and conduct of Tenant and any and all guests, invitees, and occupants of Premises. Neither Tenant nor Tenant's guests will charge any purchase to Owner's accounts, including but not limited to entertainment packages, movies, games, or streaming services. Tenant is responsible for ensuring safe and responsible behavior. Do not rearrange or move furniture. Open flame or portable heat sources such as candles, portable propane grills, burners, turkey fryers, etc., pose a safety and fire hazard and are not permitted in, on, or around property. Tenant will be responsible for all damages and purchases to Owner's accounts. {i:sR:_____}
16. **SPECIAL EVENTS:** Tenant shall notify Sun Realty of all large gatherings in or on premises. Not all rental homes will allow special events. Please inquire. Special Events do require additional lease provisions, event fees, and/or security deposit. Failure to make advance arrangements for tenant special event could result in evictions or other action.
17. **PETS AND PROPERTIES THAT ALLOW PETS:** Homes allowing pets (noted above) are limited to not more than 2 house-broken domestic animals. All pets shall be declared. A \$160 fee is charged for additional cleaning on all reservations that include a pet. Tenant is required to clean behind pet(s) in the house and outside area; otherwise, additional cleaning charges will result. *Pets are NOT allowed in pools or hot tubs! Violation of this policy may result in additional cleaning costs. Properties that allow pets are treated regularly for pests. **PETS FOUND ON PROPERTIES NOT ALLOWING PETS IS GROUNDS FOR IMMEDIATE EVICTION AND UP TO A \$1000 PET DAMAGE AND CLEANING CHARGE.**
18. **RIGHT OF ENTRY, ACCESS AND SECURING THE PROPERTY:** Agent reserves the right to enter and inspect property without prior notice to Tenant. Agent reserves the right to schedule professional services during tenancy including but not limited to inspecting, making repairs, replacements, or installations, or showing home to prospective purchasers or tenants. **OBTAINING PROPERTY UNDER FALSE PRETENSES IS**

A FELONY AND FOLLOWS THE NORTH CAROLINA FELONY SENTENCING GUIDELINES. If the value of the property obtained is \$100,00 or less, it is punished as a Class H felony. If the value of the property obtained is more than \$100,00, it is punished as a Class C felony.

Tenant is responsible for securing rental property during tenancy, including protection from intruders and the elements. Tenant may not duplicate keys to property and is responsible for safeguarding keys in their possession. Lost or unreturned keys will be a minimum \$100.00 re-key charge.

19. **MAINTENANCE:** Owners make every commercially reasonable effort to keep each property and its equipment and amenities in good working order. Tenant will notify Agent in writing within 24 hours of any difficulty incurred so repairs or service can be arranged as soon as is commercially reasonable with regard to the level of urgency. Agent has a right to cure all maintenance-related concerns at the premises in a commercially reasonable amount of time. Neither Owner nor Agent shall be liable for damages and no refunds will be given for such temporary failure, inoperable appliances or faulty equipment or maintenance problems, provided the Owner or Agent is seeking to service, repair or replace said failure in a commercially reasonable manner upon receipt of written notification from Tenant of same. False or unwanted maintenance repairs called for by Tenant will be billed to Tenant. Owner and Agent reserve the right to enter premises or schedule for professional services during tenancy including but not limited to inspecting, servicing, making repairs, replacements, or installations. Difficulties with utilities, services, or amenities provided by third-party vendors may take additional time to remedy as Owner and Agent have limited ability to control scheduling. {i:sR:____}
20. **ELECTRONICS/SERVICES:**(e.g. Cable, Internet, TV, etc.) No refunds will be provided for the malfunction of any electronics or services. No guarantee is offered for reception and no refunds are offered for failure, interruption in service, delay in response time or spotty reception of cable, satellite, internet, or other services to the property.
21. **NON-SMOKING PROPERTIES:** Unless otherwise designated, all properties are designated "Non-Smoking". Please respect this request. Tenant agrees to pay a \$500 additional cleaning/deodorizing fee if smoking occurs in a home designated as Non-Smoking (noted on the front of this document). Agent will have absolute and sole discretion in determining if a violation has occurred.
22. **DRINKING WATER/WELLS:** Certain areas are served by a private well system. Some areas experience salty, distasteful, or discolored water occasionally. Low water pressure and Sulphur odors are also common in several areas. Plan to buy bottled water for drinking, cooking, and ice purposes. Please call Agent if there are any questions.
23. **POTENTIAL NEED FOR 4-WHEEL DRIVE TRANSPORTATION:** If Tenant is renting in the off-road areas north of Corolla (4-wheel drive area), Tenant must have personal 4-wheel drive transportation to access these remote homes. Caution: All Wheel Drive vehicles WILL NOT traverse in off-road areas.
24. **GRILLING:** Grilling is only permitted when the grill is secured on a stable, non-flammable surface, such as concrete. Do not attempt to use moveable outdoor grills on decks, porches, or near wooded areas as Tenant is responsible for any damages. Grills must be attended at all times when in use. Please be sure to clean the grill before departure so the next guest finds it ready for use. **Tenant will be charged for cleaning of any grill left dirty at departure.**

25. **FIREWORKS:** Fireworks are not permitted on premises at any time.
26. **SHEETS AND TOWELS:** Sheets and towels are optional amenities that may be provided by the owner as part of tenancy, as indicated above. Sheets and towels are also available for tenants to rent at an additional expense if reservation does not already include sheets and towels. Sheets and towels rental, if provided as part of reservation, will be delivered prior to arrival date. If Tenant finds delivery is incorrect or short of any item that was supposed to be provided, then Tenant should contact check-in office as soon as possible to allow agent to provide the correct sheets or towels for reservation. Sheets and towels for the next arriving tenant may be delivered during current tenant vacation week and left outside the property, either in a linens bag or bin. Please do not access or use these linens as they are provided for the next arriving tenant and their guests. Any access or use of these linens is unauthorized and will be considered theft. Tenant will be held responsible for replacing linen order for next arriving tenant, in its entirety, to ensure next tenant has a complete set of professionally laundered sheets and towels. If Tenant or any member of tenant's travel party accesses linens delivered for next arriving tenancies, as evidenced by broken seals in the linens delivered, Tenant agrees to pay for full replacement of the linen order.
27. **POOLS/SPAS:** Pool privileges are available only on those properties designated as such. Most swimming pools are open during warm weather periods. 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, Tenant releases Agent and Owner from any and all liability for any injuries or death resulting from Tenant or Tenant's guests' use of the pool. Pool and/or hot tub may not be ready at check-in time. Agent does not have or assume any responsibility for supervising the existence, frequency, or adequacy of pool and/or hot tub maintenance. Inadequately maintained hot tubs and pools can cause viral or bacterial illnesses that could be life-threatening under certain circumstances. Agent does not inspect or test the pools and hot tubs for the presence of health-threatening organisms. When Tenant and guests use a pool or hot tub, they assume the risk of illness from an improperly maintained pool or hot tub. Tenant releases Agent from any liability for injury or damages resulting from the use of an improperly or inadequately maintained pool or hot tub. **DO NOT ADD ANY CHEMICALS OR OTHER AGENTS TO THE POOL OR SPA.** Spa cover should be replaced when not in use. No alcohol, pets, urinating or defecating in pools or hot tubs. Children under 12 are NOT permitted in hot tubs. **PROPER SUPERVISION IS REQUIRED AT ALL TIMES.** There are **NO LIFEGUARDS ON DUTY.** Occasionally some pool areas are subject to mild and naturally occurring ground current. This is not a defect and is intermittent in nature. This may affect some more than others; please be advised for anyone dependent on an electrical device such as a pacemaker, etc.
28. **ELEVATORS:** Elevators are only available at those properties designated as such. Size and weight capacity of the elevators may not accommodate all intended uses nor be ADA compliant. Entering property may still require accessing an outside stairway at the ground level. If you have specific requirements, please contact our office. Agent does not have or assume any responsibility for supervising the existence, frequency, or adequacy of maintenance. Tenant releases Agent from any liability for injury or damages resulting from the use of an improperly or inadequately maintained elevator. **Operating the elevator inconsistent with the rules outlined below could result in serious injury or**

death. Children under 12 are **not** permitted to operate the elevator. Please do not allow children or pets to ride the elevator unattended. Children should not play in or around the elevator. Never allow a child to stand between the elevator gate/accordion door and floor/landing door. Never enter the elevator hoist-way above or below the elevator cab for any reason. Do not operate the elevator if the elevator gate or landing door locking system is not functioning properly. Please report any issues such as unusual sounds, locking concerns, or any failures to our office immediately and discontinue elevator usage. **PROPER SUPERVISION IS REQUIRED AT ALL TIMES.** Tenant releases Agent and Owner from any and all liability for any injuries or death resulting from Tenant or Tenants' guests' use of the elevator. {i:sR:_____}

29. **BEACH NOURISHMENT:** Some oceanfront areas of the Outer Banks are planning for a beach nourishment project to take place in 2022. Tenant may be subject to inconvenience during this project planned by the individual municipality and are weather dependent. No refunds will be given. Please visit the county website for more detailed information: <https://www.darenc.com/departments/public-relations/beach-nourishment>
30. **TRANSFER OF PROPERTY:** Tenant understands rental unit may be listed for sale. Commercially reasonable efforts will be made to schedule any showing so as not to interrupt Tenant's vacation. Tenant understands in the event of the sale or transfer of the subject property, Tenant will be notified of the name of the new Owner. All rental agreements that are within 180 days of transfer of property will be honored. The new Owner is not bound to honor this rental if rental is to end 180 days or more following the recorded sale of the property but may elect to honor these rental agreements. If rental agreement is outside of 180 days of transfer and new Owner does not wish to honor the agreement, Tenant shall be entitled to a refund of rent payments held by the new Owner. The sale or transfer of the property is subject to NCGS 42A et al.
31. **OWNER OBLIGATIONS UNDER THE VACATION RENTAL ACT:** Owner agrees to provide the premises in a fit and habitable condition. If at the time of occupancy Owner cannot provide the premises in a fit and habitable condition or reasonably resolve the issues or substitute another comparable property, then Agent will refund all monies paid by Tenant. In the case of a failure once occupancy occurs and Tenant notifies Agent in writing of a failure or condition with the property requiring repairs, Tenant agrees that Agent will work to find a commercially reasonable solution to resolve the issue identified. Agent and appropriate vendors providing the repair/replacement service will have reasonable access to the property. Neither Agent nor Owner will be liable to Tenant for damages and no refunds for any temporary failures and/or refusal of repairs during tenancy provided the Agent is taking steps to repair the condition in a commercially reasonable manner. Owner shall ensure that every level of the living area has an operable smoke detector with batteries replaced annually. If the premises has a fossil-fuel burning heater, appliance, or fireplace, an operable carbon monoxide detector is also required.
32. **TENANT OBLIGATIONS UNDER THE VACATION RENTAL ACT:** Tenant agrees to comply with all obligations imposed as required in NCGS 42A et al. Tenant obligations include: The tenant of a residential property used for a vacation rental shall keep that part of the property which 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 that he or she uses. Dispose of all ashes, rubbish, garbage,

and other waste in a clean and safe manner. Keep all plumbing fixtures in the property or used by the tenant as clean as their condition permits. Not deliberately or negligently destroy, deface, damage, or remove any part of the property or render inoperable the smoke detector provided by the Landlord/ Owner or knowingly permit any person to do so. Comply with all obligations imposed upon the tenant by current applicable building and housing codes. Be responsible for all damage, defacement, or removal of any 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 Landlord or his or her Agent, defective products supplied, or repairs authorized by the landlord, acts of third parties not invitees of the tenant, or natural forces. Notify the Landlord/Owner or Agent in writing of the need for battery and/or detector replacement or repairs to a smoke detector. The Landlord/ Owner shall annually place new batteries in a battery-operated smoke detector, and the Tenant shall confirm the smoke detectors are in working condition and 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 the Landlord/Owner.

33. **OTHER TENANT OBLIGATIONS:** Tenant agrees not to use the premises for any activity or purpose that violates any criminal law or regulation and may use the premises for residential purposes only. Tenant should report any housekeeping discrepancies within 24 hours of arrival allowing an opportunity for these to be remedied. Tenant agrees to cleanliness and accepts conditions beyond 24 hours. Tenant has an obligation to inspect premises upon taking occupancy and notifying Agent immediately, in writing, of any safety issues discovered. Tenant is responsible for any and all damages to the property from all guests and ensuring maximum occupancy of 2 per bedroom, unless otherwise noted, is not exceeded during tenancy. Due to health department regulations, occupancy on homes served by septic systems is limited to two persons per bedroom, unless otherwise stated (children 2 years and under excluded in this total count). Tenant agrees not to over occupy. Owner's locked closets are not included in the rental of the property and are not to be accessed. Fireplaces available for Tenant use are only to be used October through April.
34. **REIMBURSEMENT AND RIGHT TO PROVIDE SUBSTITUTE PROPERTY:** Except as provided in NCGS 42A et al, if, at the time Tenant is to begin occupancy of the property, the Landlord/Owner cannot provide the property in a fit and habitable condition or substitute a reasonably comparable property as determined in Agent's sole and absolute discretion, the Landlord/Owner and Agent shall refund the Tenant all payments made by the Tenant. {i:sR:_____}
35. **EXPEDITED EVICTION:** If the tenancy created hereunder is for 30 days or less, the expedited eviction procedures set forth in NCGS 42A et al will apply. Tenant may be evicted under such procedures if Tenant: 1. Holds over in possession after Tenant's tenancy has expired; 2. Commits a material breach of any provision of this lease (including any addendum hereto) that according to its terms would result in the termination of tenancy; 3. Fails to pay rent as required by this lease; or 4. Has obtained possession of the Premises under fraud or misrepresentation.
36. **LIMITATIONS OF REMEDIES, DAMAGES, AND INDEMNITY:** Except as provided in NCGS 42A et al, if, at the time Tenant is to begin occupancy of the property, said

property under this lease agreement cannot be provided because of acts of God, 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, septic or sewer, governmental act, 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 Owner's and Agent's 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. Tenant expressly acknowledges that in no event shall Owner or Agent 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. In the event of foreclosure, Agent will notify Tenant. Tenant understands their sole recourse is with the Owner of the property. Agent is not responsible for loss or recovery of funds in the case of foreclosure or other involuntary or voluntary transfer of property ownership. 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.

37. **INDEMNIFICATION AND HOLD HARMLESS; ASSIGNMENT:** The Tenant, their family members, guests, and all the occupants of the vacation home agree to release, hold harmless and indemnify the Landlord/Owner and his Agent from and against all claims for damages and/or personal injuries to any person (including Tenant's guests and invitees) 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 unless caused by the negligent, grossly negligent, or willful act of Agent or the Landlord/Owner, or the failure of Agent or the Landlord/Owner to comply with the NCGS 42A et al. Tenant also agrees to defend Landlord/Owner and his Agent's 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, electrical surges, outage, lightning, flooding, hail, hurricane, wind, storm, erosion, sand, government action, maintenance problems, area construction, noise, early departure, or disruption of utility services (including cable) or other matters outside of Agent's commercially reasonable control. Tenant agrees to be responsible for any repairs necessary due to Tenant's (and guests and invitees) negligence. Agent reserves the right to enter and inspect premises with or without reasonable notice to Tenant. Tenant agrees that Agent, the Landlord/Owner, or their respective representatives may enter the Premises during reasonable hours to inspect the Premises, to make such repairs, alterations or improvements thereto as Agent or Landlord/Owner may deem appropriate, or to show the Premises to prospective purchasers or tenants. Tenant shall not assign this lease or sublet the Premises in whole or in part without the written permission of Agent. Tenant agrees to hold Agent harmless for any liability in event of foreclosure of subject property.
38. **MANDATORY EVACUATION:** In the event of an ordered mandatory evacuation, 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 NCGS 42A-36 et al. If State or local authorities, acting pursuant to Article 1A of Chapter 166A of the General Statutes, order a mandatory evacuation of an area that includes the residential

property subject to a vacation rental, the tenant under the vacation rental agreement, whether in possession of the property or not, shall comply with the evacuation order. Tenant shall not be entitled to a refund if: (i) prior to the tenant taking possession of the property, the tenant refused insurance offered by the landlord or real estate broker that would have compensated the tenant for losses or damages resulting from loss of use of the property due to a mandatory evacuation order; or (ii) the tenant purchased insurance offered by the landlord or real estate broker. The insurance offered shall be provided by an insurance company duly authorized by the North Carolina Department of Insurance, and the cost of the insurance shall not exceed eight percent (8%) of the total amount charged for the vacation rental to the tenant, less the amount paid by the tenant for a security deposit. If optional travel insurance was purchased, claims for the period of mandatory evacuation can be submitted to Red Sky Trip Insurance. {i:sR:_____}

39. ENTIRE AGREEMENT This Agreement contains the entire agreement of the parties and there is no other representation, inducements, or other provisions other than those expressed here in writing. All changes, additions, or deletion hereto, shall be made in writing and signed by all parties.
40. GOVERNING LAW: This agreement shall be governed by and interpreted in accordance with the law of the State of North Carolina. 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 Dare County Superior Court. Tenant specifically consents to such jurisdiction and to extraterritorial service of process.
41. 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. {i:sR:_____}