

2009 CONFIRMATION  
VACATION RENTAL AGREEMENT

www.beachrealtync.com  
1-800-635-1559

Mail Payment and signed White Copy lease and return within SEVEN (7) days to:

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 OF THIS AGREEMENT, 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.

1. **RENTAL FINANCES: ADVANCE RENTAL PAYMENT:** To confirm your reservation, send an advance rent payment equal to one half of the reservation period's rental amount plus a \$85.00 non-refundable administrative fee, your trip cancellation insurance premium (if applicable) and any applicable security deposit within 7 (seven) days. Upon receipt of your payment, a Rental Agreement/Confirmation will be forwarded to you confirming your reservation. **Balance:** The balance of your rent and taxes will be due 30 days prior to your arrival. You may pay this balance by personal check, Visa or Master card, money order, or cashiers check. All payments must be made in U.S. Funds. This Confirmation/Vacation Rental Agreement must be signed by you and returned to Agent within SEVEN (7) days from the date reflected in the upper right corner of this agreement. **Total balance due of rent and applicable Security Deposit, taxes and fees are due 30 days before arrival date. Any payments made within 30 days of arrival date are to be in guaranteed funds. Reservations made within 30 days prior to arrival date must be PAID IN FULL within 3 days of booking reservation.** Reservations taken within 10 days of arrival require signature and payment within 24 hours. If no payment is received within the allowed time period, the reservation will be cancelled without notice. Advanced rents will be deposited in Agent's interest bearing trust accounts and disbursed to the Owner monthly. Interest accrued will be payable to Agent. It is understood and agreed that disbursement of advanced rent funds shall be made by Agent. Agent reserves the right to charge a \$25.00 handling fee for all returned checks. All payments made by you will be deposited in Wachovia Bank, Kill Devil Hills, NC. The Landlord or his Agent reserves the right to cancel this agreement at any time prior to your taking occupancy of the property and offer available property from inventory or refund monies paid. Tax rates are calculated as of the time of this Agreement. You shall be responsible for payment of all applicable taxes according to rates in effect at the time of occupancy Agent can not guarantee postal service mailings to leaseholder.

2. **CANCELLATION OF THIS RENTAL AGREEMENT:** You agree that this agreement may not be assigned nor the property sublet without consent by Agent. If you must cancel the reservation, the cancellation must be in writing. Reservation must be paid in full before the property will be advertised as available to another party. If the property is re-rented, you will receive monies paid back, less a service charge not to exceed \$100.00 for clerical differences, travel insurance and security waiver insurance if applicable are non-refundable. If the property is not re-rented, you will forfeit the entire rental amount to compensate for the loss of rentals. Transfers (to another week in the same unit or to another unit) are treated the same as a cancellation.

3. **INDEMNIFICATION.** You agree to indemnify and save harmless Landlord, Agent and its employees, from any liabilities, loss, damage, cost, expense, whatsoever arising from or related to any claim or litigation which may arise out of or in connection with your use and occupancy of the property, including but not limited to any claim or liability for personal injury or damage or loss of property incurred or sustained by you, your guests or invitees, and without regard to whether such persons have authority under this Lease to be upon the premises.

4. **CHECK-IN / CHECK-OUT / LATE ARRIVAL:** Check-in time is after 4pm on the beginning date of your reservation Tenant agrees that Agent, their employees, Landlord or service personnel, for the purpose of clean-up or repair, may remain on the premises until work is completed on the date this lease commences, and may enter at 10:00 A.M. on the date this lease terminates. **Tenant may not go on, park cars or enter premises until officially signed in at Check-In or keys are relinquished to tenant by Agent.** Tenant will not move or rearrange furniture.

**CHECK OUT:** Departure time is before 10 am on the ending date of your reservation. You are responsible for such items as: placing all debris in outside containers, wash/put away all dishes, removal of excessive sand from floors and bath fixtures, decks and poolside(if applicable) trash free & tidy, bed & bath linens (if applicable) stripped and placed in container provided. If you do not return keys to check-out office by 10:00 am or enter premises before keys are released Leaseholder will be charged an additional day.

**LATE ARRIVAL:** 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. **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.** You acknowledge the security risk inherent in late check-ins. After office hours, call the emergency number provided on your check-in envelope and posted at each office.

5. **EARLY CHECK IN** may be available upon request within 2 weeks of arrival date for an additional fee on most of the properties. Early check-in time is at 1PM. If you initial in appropriate space below, a letter will be mailed to you informing you of availability. You must send payment within 7 days of receipt of letter. (Early check-in fee is based on the size of the house plus tax). Every effort is made to accommodate these requests, but circumstances may arise beyond Agent's control that interferes with fully guaranteeing the option. Early Check-Ins cannot be granted if the Landlord has rented the preceding week, or if urgent repair work is required before or during the expected arrival time, or unforeseen circumstances.

\_\_\_\_\_\*INITIAL HERE\* If you wish to REQUEST an early Check-In 1pm (Early check-in is acknowledged in writing by KHR and confirmed with guest payment for the additional ECI fee." Ref section 5)

\_\_\_\_\_\*INITIAL HERE\*IF YOU DO NOT WANT TRAVEL INSURANCE PROTECTION(see top charges for amount.) NOTE: Once travel insurance considered accepted when payment is received for the premium. Leaseholder will have 10 days from the date payment is posted to reservation, to decline the travel insurance. After the 10 day satisfaction free look period, the travel insurance is non-refundable.

\*If you would like to allow another party to pick up your check in package and keys, they must be included below. Otherwise keys will not be released to another person except for the name(s) on lease. I, leaseholder, give permission to the following named person(s) to pick up keys, he/she is at least 24 years of age\*

\_\_\_\_\_  
Name Age

\_\_\_\_\_  
Name Age

\_\_\_\_\_  
Name Age

Balance Due: I authorize the below charge to this account. Kitty Hawk Rentals can charge, at this request, the credit card listed below for the balance amount due noted above, or whatever is most current, due 30 days prior to your arrival. If a credit card is used for this transaction, Agent requires that the individual who is executing the Vacation Rental Agreement also be the individual whose name appears on the credit card. Unless Agent's authorization form has been executed and is on file.

\_\_\_\_\_  
Please use my credit card on file

\_\_\_\_\_  
Use another card in my name MC/VISA: \_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_  
CVV# \_\_\_\_ (3 digit CVV code on reverse)Exp Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Amount: \$ \_\_\_\_\_

**PLEASE SIGN BELOW:** This VRA is executed under authority granted by property management agreement between Agent and Landlord subject to the terms and conditions of said property management agreement. **YOU ACKNOWLEDGE THIS IS A TWO-PAGE VRA AND THAT YOU HAVE READ THE BACK. You are to furnish your own bed & bath linens (unless otherwise noted herein), cleaning supplies and paper products. SIGNATURE BELOW MUST BE THAT OF PRINTED TENANT ABOVE.** Tenant must be at least 24 years of age.

\_\_\_\_\_  
Agent -NC Real Estate License Number Date  
*ADDITIONAL PROVISIONS CONTINUED ON REVERSE*

\_\_\_\_\_  
Tenant Signature Date

6. **EXPEDITED EVICTIONS.** Agent is authorized through its contract with the property owner to rent to **family groups only**. You must be at least 24 years of age. Agent may request a list of permitted occupants be provided. No high school, college, or singles groups are permitted. Misrepresentation will result in you being asked to vacate the subject property immediately. Any tenant who leases residential property subject to a vacation rental agreement for 30 days or less may be evicted, have tenancy terminated, and removed from the property in an expedited eviction proceeding if you do any of the following: 1. Holds over possession after the tenancy has expired. 2. Has committed a materials breach of the terms of the vacation rental agreement. 3. Fails to pay rent as required by the agreement. 4. Has obtained possession of the property by fraud or misrepresentation.

7. **RECREATIONAL VEHICLES:** The use of recreational motor vehicles, trailers, mobile homes, trucks with camper inserts in the bed, and other vehicles that provide sleeping accommodations, for any purposes other than transportation, are prohibited. Over-occupancy of rental cottages includes occupying vehicles of this type and subjects you to eviction for violation of the occupancy limits.

8. **AGENCY:** It is mutually understood and agreed that Kitty Hawk Rentals is acting as Agent only for the Landlord and has no liability to either party for the performance of any terms or covenant of this agreement.

9. **YOUR DUTIES.** You agree that subject property will not be used or occupied by more than the maximum allowable number of occupants set forth in this agreement – this includes you, your family (including all children), and your guests. You shall care for the property as if it was their own, and to leave it undamaged, clean and keep conditions safe throughout their tenancy. All trash should be removed from inside the cottage and disposed of in the unit's trash containers outside the Unit. You shall not deliberately destroy, deface, damage, or remove any part of the property or render inoperable the smoke detector provided by the landlord or knowingly permit any person to do so. You agree to reimburse agent and/or owner the amount of all damages. The property shall not be used for any commercial purpose or for any activity or purpose that is in violation of any regulation or other requirement of any governmental authority having jurisdiction over the property. You agree to abide by the building's rules and regulations. All equipment in the unit should be in good working order. Please report any inoperative equipment to our office promptly. We will make every reasonable effort to have repairs made as soon as possible, however there are limited service contractors in our area. **YOU SHALL NOT BE ENTITLED TO ANY REFUND FOR, BUT NOT LIMITED TO, INOPERATIVE APPLIANCES, AIR CONDITIONERS, HOT TUBS, SWIMMING POOLS, INTERNET OR CABLE SERVICE, ETC.** If a telephone is available in the property, then you shall be additionally responsible for all toll calls. If the Agent has to bill you for toll charges, an additional \$25.00 service charge will be added to the bill.

10. **LANDLORD DUTIES.** Landlord shall comply with all current applicable building and housing codes, and make all repairs and do what is necessary to keep the property in safe, fit and habitable condition. The Landlord shall maintain in good and safe working order and reasonably repair all electrical, plumbing, sanitary, heating, ventilation and other facilities and major appliances supplied by him or her upon written notification from you that repairs are needed. The Landlord shall provide smoke detectors and annually replace batteries in a battery-operated smoke detector and make repairs or replacement of same as needed upon written notification from you.

11. **SALE OF PROPERTY.** If unit is actively listed for sale, listing agent may request an appointment to show property during tenancy. Transfer of property is subject to a vacation rental agreement: The buyer of the subject property shall take his or her title subject to the vacation rental agreement if the vacation rental is to end not later than 180 days after the interest in the property is recorded in the office of the registrar of deeds. If the vacation rental is to end more than 180 days after the recording of the buyer's interest, you shall have no right to enforce the agreement unless the buyer has agreed in writing to honor such terms. If the subject property is placed under contract for sale after the time of execution of this agreement you will be notified in writing of the following within 10 days after the transfer of the property if the management company is subject to change.: 1. The notice of property transfer, the name and address of the buyer, and the date the interest was recorded. 2. Advise you whether you have the right to occupy the property subject to the terms of the lease agreement. 3. Advise you whether you have the right to a refund of any payments made.

12. **CANCELLATION.** Conditions surrounding the unilateral cancellation of this agreement by you are covered in Article #2. If the subject property becomes unavailable or unsuitable for rent for any reason whatsoever, including but not limited to, casualty loss, construction delays, **physical deterioration** or loss of utility services, the landlord's liability will be limited to the return of all monies paid on account at the time of cancellation.

13. **DOG FRIENDLY HOMES:** Properties permitting dogs will have a fee for the privilege. Limited to 2 adult house-trained dogs only. No dogs allowed in pool or hot tub. Units that do not clearly state that pets are allowed DO NOT permit dogs. If one is brought to a property that does not allow dogs or the animal is not claimed in advance, in writing, violation of the NO PET rule will be grounds for immediate eviction without refund and at least a \$300 extermination and cleaning charge. Absolutely no other type of animal but dogs is permitted. Absolutely No puppies or breeds considered dangerous by insurance companies including but not limited to Rottweilers, Pit Bulls, and Doberman Pinchers. If a formal complaint is lodged against your dog you will be asked to board your dog for the remainder of your stay or be evicted without refund.

14. **KEYS & LOCK OUTS.** Keys will ONLY be left out when our office is closed or for late check-in **if your signed VRA and payment in full has been received by Agent**. For lockout situations, someone may be available to provide a key for a \$40 charge payable in cash. After 10 pm, please call a locksmith at your own expense.

15. This lease agreement contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed in writing as contained herein. No representation, agreements, undertaking or promises, whether oral, implied or inferred have been made by either Landlord or Agent unless expressly stated herein. North Carolina Law requires the collection of sales and use tax and a lodging tax on the gross rental amount, due and payable by you. This sum must be paid with the balance of your rent prior to check in.

16. **SECURITY DEPOSIT/SECURITY DAMAGE WAIVER.** All of our properties require a refundable damage deposit. The purpose is to allow the owner to recover some of the expenses incurred from obvious neglect or from additional cleaning required due to you leaving the cottage in abnormally dirty condition, long distance phone calls or CATV charges. In the event you do not purchase the Security Damage Waiver Protection, you agree to be responsible for any damage to the Premises or its contents, normal wear and tear is excepted. The Security Deposit provided for in this agreement shall be applied to actual damages caused by you as permitted under the Tenant Security Deposit Act. After your occupancy, the Premises will be inspected to determine if such damage or theft (including additional cleaning) has been suffered. In such event, Agent shall deduct the cost of such damage or theft (including additional cleaning) from the Security Deposit, and you will be notified in writing within forty-five (45) days of check-out. In addition, Agent may deduct from the Security Deposit the amount of any unpaid long distance or per call telephone charges and cable television charges. Agent shall apply, account for, or refund your security deposit within forty-five (45) days following the end of the tenancy. You have the option of purchasing the **Non-Refundable** Security Deposit Waiver (SDW) Plan for the amount of \$40.00 or \$50.00 if your stay is over 30 days. Purchasing the SDW Plan covers theft or damage to the unit as a result of your inadvertent acts or omissions. For a full description of the plan, please refer to the Description of Coverage detailing the terms, conditions and responsibilities of you and Kitty Hawk Rentals. If you do not receive a Description of coverage upon purchase of the plan, contact Kitty Hawk Rentals for a copy. Purchasing the SDW Plan in lieu of a Security Deposit does not negate your responsibilities as a Tenant. Payment for the SDW Plan will not be accepted after the guest occupies the unit. You must notify the Management Company of any damage or theft to the unit during your occupancy or this plan is void. The units are carefully inspected after each rental. Kitty Hawk Rentals receives compensation for selling SDW Plan.

17. This agreement shall not be binding unless and until Agent has received one-half (1/2) of the gross rent as advanced rent and all checks have cleared the bank. You acknowledge you may not have possession of the premises until the full rental amount set forth herein, including all taxes and fees, has been paid and rental agreement has been executed. The white copy of the lease agreement must be returned to Kitty Hawk Rentals within seven days upon receipt. **Reservation is subject to be cancelled if we have not received your signed lease within seven (7) days of receipt.** The balance payment of your rent will be due at least 30 days prior to your check-in date.

18. **WAIVER OF LIABILITY** for spa, hot tub, Jacuzzi, whirlpool, pool herein called special feature, if so equipped. You understand that there are special risks that may be involved in using the special feature, as well as using other areas of the cottage, in particular, you understand that there are potential dangers that the special feature may present to children who are not carefully supervised as well as the danger to any person using the special feature, or if a person has health risks or if a person uses the special feature while intoxicated or using any kind of drugs or medication, or uses the special feature if pregnant. You agree to explain the risks of using the special feature to any guests you may have at the cottage and to be fully and solely responsible for any accidents your guests may incur. You understand the risks discussed above and agree that you will assume all responsibility for yourself and your guest for the consequences of those risks. You agree to waive any claim whatsoever against Landlord or Agent for accidents or claims arising from your guests' use of special feature. You also understand and agree that you are responsible and liable and will pay Agent upon request for any damages that occur to the special feature and its support equipment through you or your guests' misuse and/or negligence, for example, but not limited to walking on the hot tub cover or damaging the liner, or allowing the water level to become too low, or causing water overflow inside the house.

19. **AGENCY:** You understand agent is being compensated in this transaction by the property owner and is contractually obligated to protect the interest of same. Agent hereby discloses to you if you elect to purchase travel insurance protection with this agreement, agent will be compensated by C.S.A., Inc. for cooperation in the transaction.

20. **FIREWORKS:** All town ordinances prohibit fireworks **on the beach and at rental homes**. An expedited eviction will be filed if our office is notified that a complaint has been made against the leaseholder or any party on the premises of any Kitty Hawk Rentals vacation rental home.

21. **STATES OF EMERGENCY/HURRICANES.** If state or local authorities order a mandatory evacuation of an area that includes the subject property, you will comply with the order. **You will not be entitled to any refund if you have not purchased trip insurance offered through the agent's recommended carrier. Once insurance is purchased, it is non-refundable.**

22. **ATTORNEY'S FEES.** In the event of your breach of the terms and conditions of this Lease, you shall be liable for all damages incurred by Landlord or Agent resulting from such breach, including all court costs, and expenses and including reasonable attorney's fees.

23. **SYSTEMS FAILURES.** In the event the rental unit sustains a failure of a system, including but not limited to water, sewer, septic, electrical, mechanical, heat pump, ventilating, pool, hot tub or other system or structural systems, neither the Landlord nor the Agent shall be liable to you in damages and no refunds will be given for such failures. However, Agent will make an effort to promptly repair or replace a failed system or equipment, and in such event, you agree to permit Agent or its service state to have reasonable access to the property to inspect and make such repairs.

24. **ACTS OF GOD.** Neither Landlord nor Agent shall be liable for events beyond their control which may interfere with your occupancy of the property such as weather, other acts of God, and acts of governmental agencies, fires, strikes, war or inclement weather. No refunds shall be given for such occurrences and you are encouraged to obtain trip interruption insurance to cover such risks.

25. **DOUBLE BOOKINGS.** Double bookings are rare. In the event that your reservation for a rental unit overlaps or matches the reservation of another Tenant, Agent reserves the right to relocate you to a different property within the Agent's rental program or within the rental program of another company. Every effort will be made to insure that the replacement property is comparable to the original rental property. The Agent shall have the sole right to select such replacement property and agrees to pay any additional charges that would be due in excess of the rate for the original booking. You will have the option to accept the replacement property (together with any refund of amounts paid in excess of the replacement rental property costs) or to accept a refund of all rents and fees paid for the original booking. You agree that its choice between these alternatives will be the sole remedy for any and all damages, liability, or inconvenience arising out of the double booking.

26. **DISPUTES.** This Lease shall be governed by and interpreted in accordance with the laws of the State of North Carolina and shall be treated as though it were executed in the County of Dare, State of North Carolina. Any dispute or action filed relating to this Lease shall be instituted and prosecuted in the General Court of Justice within the State of North Carolina and the County of Dare shall be the sole venue for such action. You, by execution of this agreement, specifically consent to such jurisdiction and venue and to the extraterritorial service of process should such service become necessary.