

Rentals on the Ocean Rental Agreement

Rentals On The Ocean

3022 S Croatan Hwy Unit 24

Nags Head, NC 27959

Phone 252-441-5005 Fax 252-441-0732

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.

1. **RENT/FEES.** Prior to taking possession, Tenant agrees to pay the fee for the rental of the Property.
2. **RENTAL TERM.** Tenant agrees to lease the Property for a term commencing on the date at the bottom of this lease.

Check out is signified by Tenant returning of the property keys to the Landlord at 3022 S Croatan Hwy Unit 24, Nags Head, NC 27959 on or before 10:00 a.m. "Check out time" **on your checkout date .**

3. **RESERVATION REQUIREMENTS.** Once the Agent receives a reservation, the Tenant must sign and forward this Agreement and any required deposit **within five days after the reservation request.**
4. **PAYMENT REQUIREMENTS.** If your Rental Period is more than 30 days from the date you made your reservation, a deposit equal to fifty percent (50%) of the total rent, fees and taxes listed herein above, in addition to any security deposit required by Paragraph 5 of this Agreement, is required to secure reservation of the Property. The balance of the rent, fees and taxes is due no later than 30 days before the date of check in. A \$35.00 service fee will be charged for all return checks.
5. **SECURITY DEPOSITS.** Tenant may be subject to a security deposit or be charged extra fees in an amount to be determined at the sole discretion of the Agent. These fees or deductions from the security deposit will be made for, and include, a twenty percent (20%) administrative fee of such charges for excessive cleaning, damage to the property

or its contents, missing linens or other items, moving or cleaning furniture, carpet cleaning, damage to the hot tub or its cover, pool equipment and/or any other special features that may be at the Property and for any damages pursuant to Paragraph 12 hereof. Damages include any loss of rentals due to the property being unavailable for rental due to damage done to the property or due to Tenant not vacating the property promptly at "Check out time". Tenant will be notified in writing regarding said deductions. Security deposits are refunded within forty five (45) days of departure. Tenant shall be responsible for all charges in excess of the security deposit. Tenant will be notified in writing and Tenant agrees that charges can be processed on Tenant's credit card or Tenant agrees to send payment within ten (10) days of notification.

6. **CANCELLATION AND REFUND POLICY.** Refunds shall not be granted except as expressly provided in this Paragraph and Paragraph 11 of this Agreement. Cancellation requests must be made in writing no less than thirty (30) days before the scheduled check-in date. No refund will be given for timely cancellation requests unless the Property is re-rented for the period in which Tenant had agreed to rent the Property pursuant to this Agreement. If the Property is re-rented for the same rental amount as set forth herein, all money prepaid will be refunded except the eight percent (8%) fee set forth in Paragraph 11 of this Agreement, and a \$150.00 cancellation fee charged by Agent. If the Property is re-rented for a rental amount less than the rental amount set forth herein, the refund will be reduced by the difference between the rental amount set forth herein, plus the cancellation fee of \$150.00, and the amount actually received. If a reservation is timely cancelled and the Property is not re-rented for the period in which Tenant had agreed to rent the Property, all advance payments, except any security deposit, shall be kept by the Agent to cover its damages. If Tenant makes a cancellation request within thirty (30) days of the scheduled check-in date, Tenant shall not be entitled to any refund, shall remain liable for all sums due and owing pursuant to this Agreement, and Agent shall be under no obligation to attempt to re-rent the Property. If Agent does re-rent the Property for the period in which Tenant had agreed to rent the Property, Tenant shall be entitled to a refund as set forth above for timely cancellations.
7. **PETS.** Pets are permitted inside the Property. A non-refundable pet fee per pet shall be payable without notice or demand prior to the first day of occupancy, and shall be made payable to Landlord and delivered to the address herein specified for the purpose of notices to Landlord unless otherwise directed in writing by Landlord. Tenant shall keep pet area clean and absent of debris and pet waste. Tenant shall be responsible for following all area laws including and not limited to excessive barking, roaming at large, and disturbing neighbors.

Tenant may be subject to an additional charge for any waste not properly disposed of at the Property.

Pets shall be kept at the property at Tenant's sole risk. Agent/Owner is not responsible for any injury or death to pet, and Tenant is completely responsible for any damage to the Property caused by a pet.

8. **RENTAL POLICIES.** Attached as part of this Rental Agreement is the Vacation Rental Policies and Information Addendum which governs Tenant occupancy.
9. **MAXIMUM OCCUPANCY.** Tenant should not permit the Property to be occupied beyond maximum occupancy. Maximum occupancy, unless otherwise provided, shall be deemed to be two persons per bedroom. Violation of this prohibition will result in eviction, in which case all monies paid shall be kept by Agent and no refund will be made to Tenant. The hosting of parties in the home, on decks, or anywhere else on the property beyond the maximum occupancy is a material breach of this Agreement, and shall subject the Tenant to an expedited eviction, as provided hereinafter.
10. **SUBLETTING PROHIBITED.** Tenant shall not be permitted to sublet the Property under any circumstances without the express written consent of Agent. Violation of this provision shall be deemed a material breach, and shall subject the Tenant and/or any other person occupying the Property pursuant to such an agreement to expedited eviction, as described herein.
11. **USE OF PREMISES.** Tenant may use the Premises for a vacation residence and for no other purpose without Landlord's written prior written consent. Tenant shall not use or knowingly permit any part of the Premises to be used for an unlawful purpose. Tenant's use of the Premises shall be in compliance with all federal, state and local laws, ordinances, rules and regulations. Breach of any of the provisions in this paragraph shall be deemed a material breach of this Agreement, and shall subject the Tenant to expedited eviction and liability for all actual damages incurred by Owner/Agent as a result of damages occurring as a result of Tenant's breach.
12. **MANDATORY EVACUATION.** Tenant has the option of paying a fee in the amount of five percent (5%) of the total amount charged for rental of the Property less the amount paid by the tenant for a security deposit (the "Evacuation Fee"). If State or local authorities order a mandatory evacuation of an area that includes the Property, Tenant shall comply with the evacuation order. Upon compliance, if Tenant has paid the Evacuation Fee, Tenant shall be entitled to a refund from Agent of the rent, taxes, and any other payments made by Tenant pursuant to this Agreement, prorated for each night that the Tenant is unable to occupy the Property because of the mandatory evacuation order. Tenant shall not be entitled to a refund if, prior to Tenant taking possession of the property, the Tenant refused to pay the Evacuation Fee.
13. **DAMAGES/MAINTENANCE.** Tenant shall, in accordance with N.C. Gen. Stat § 42A-32: (a) 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. (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/Agent or knowingly permit any person to do so. (e) Comply with all of the

obligations imposed upon the Tenant by current applicable building and housing codes. (f) 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 Owner or his or her Agent, defective products supplied or repairs authorized by the Owner and/or Agent, acts of third parties not invitees of the Tenant, or natural forces. (g) Notify the Owner/Agent of the need for replacement of or repairs to a smoke detector. (h) As this is a non-smoking unit, Tenant will refrain from smoking of any kind inside the property. Breach of any of the provisions in this paragraph shall be deemed a material breach of this Agreement, and shall subject the Tenant to expedited eviction and liability for all actual damages incurred by Owner/Agent as a result of damages occurring as a result of Tenant's breach.

14. **SWIMMING POOL:** Tenant shall not enter Swimming Pool area if Closed by Landlord. Tenant shall not allow children under 12 in swimming pool area without Adult Supervision. Tenant shall not allow pets in swimming pool area at any time. Breach of any of the provisions in this paragraph shall be deemed a material breach of this Agreement, and shall subject the Tenant to expedited eviction and liability for all actual damages incurred by Owner/Agent as a result of damages occurring as a result of Tenant's breach.

15. **TRUST DEPOSITS.** ALL SECURITY DEPOSITS MADE BY TENANT WILL BE DEPOSITED IN AN INTEREST BEARING TRUST ACCOUNT AT TOWNE BANK, NAGS HEAD, NC WITH ALL INTEREST FROM THE TRUST ACCOUNT BELONGING TO AGENT. ALL PAYMENTS MADE BY TENANT IN EXCESS OF 50% OF THE RENTAL WILL BE DEPOSITED IN AN INTEREST BEARING TRUST ACCOUNT AND ALL INTEREST EARNED FROM THE TRUST ACCOUNT SHALL BELONG TO AGENT. 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.

16. **EXPEDITED EVICTIONS.** Any Tenant who leases residential property pursuant to a Rental Agreement for thirty (30) days or less may be evicted and removed from the property in an expedited eviction proceeding if the Tenant does one of the following: (1) Holds over possession after his or her tenancy has expired. (2) Has committed a material breach of the terms of the vacation rental agreement that, according to the terms of the agreement results in the termination of his or her tenancy. (3) Fails to pay rent as required by the agreement. (4) Has obtained possession of the property by fraud or misrepresentation. Any expedited eviction will proceed in accordance with N.C. Gen. Stat § 42A-24.

17. **TRANSFER OF PROPERTY BY OWNER.** (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 one hundred eighty (180) days or less after the grantee's interest in the Property is recorded. If Tenant's occupancy is to end more than one hundred eighty (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 twenty (20) days after transfer of the Property, unless Agent is to continue as grantee's agent, the grantee or the grantee's new agent is required to: (i) notify Tenant in writing of the transfer of the Property, the grantee's name and address, and the date the grantee's interest was recorded; and (ii) advise Tenant whether Tenant has the right to occupy the Property subject to the terms of this agreement or receive a refund of any payments made by Tenant. (b) Upon termination of the Owner's interest in the Property, whether by sale, agreement, death, appointment of a receiver, or otherwise, the Owner, Owner's Agent, or real estate Agent is required to transfer all advance rent paid by Tenant (and other fees owed to third parties not already lawfully disbursed) to the Owner's successor-in-interest within thirty (30) days, and notify Tenant by mail of such transfer and of the transferee's name and address. However, if Tenant's occupancy under this Agreement is to end more than one hundred eighty (180) days after recordation of the interest of the Owner's successor-in-interest in the Property, and the successor-in-interest has not agreed to honor this Agreement, all advance rent paid by Tenant (and other fees owed to third parties not already lawfully disbursed) must be transferred to Tenant within thirty (30) days.

18. **OTHER NON-AVAILABILITY OF PROPERTY.** In the event that the Owner is unable to deliver the Property to Tenant at check-in because of fire, eminent domain, bankruptcy, receivership, foreclosure, act of nature, double booking, delay in construction or any other reason whatsoever, except as specified elsewhere herein, Tenant's sole remedy and maximum damages recoverable as a result of any of these conditions is the full refund of all funds previously received from Tenant less fees paid to third parties for the benefit of Tenant. If such an event occurs after check-in, Tenant's recovery is limited to a pro-rated refund. If Tenant requests to be relocated in lieu of the above refund, and Agent is able to relocate Tenant, Tenant agrees to pay any difference in rental rate and applicable taxes. Tenant expressly acknowledges that in no event shall Agent or Owner be responsible for any expenses incurred as a result of moving.

19. **WAIVER OF LIABILITY.** Tenant agrees to indemnify (including the payment of reasonable attorney's fees) Agent/Owner and keep Agent/Owner harmless from any and all liability, claims and loss for personal injury or property damage, or both, sustained or claimed to have been sustained by any person or persons, or property in, upon or about the Property caused or brought about by the negligence or willful acts of the Tenant, his or her agents, guests or invitees.

20. **ATTORNEY'S FEES AND COSTS.** Tenant shall be liable for any attorney's fees, court costs, expert fees, or other expenses incurred by Owner/Agent as a result of Tenant's default pursuant to this Agreement.
21. **APPLICABLE LAW; JURISDICTION; 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 Property that is the subject of this Agreement is located in Dare County, North Carolina.
22. **ENTIRE AGREEMENT.** Any stipulations, representations, promises or agreements, oral or written, made prior to or contemporaneously with this Agreement shall have no legal or equitable consequences and the only agreement made and binding upon the parties with respect to the leasing of the Premises is contained herein.
23. **SEVERABILITY.** If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

Vacation Rental Policies and Information Addendum

Parking: Please park in approved parking areas only.

Elevator: If you are staying in a cottage that is equipped with an elevator, the elevator has a safety mechanism that will not allow it to move until all doors are closed securely. Keep doors closed so that the elevator is operational at all times. Please do not allow children to play on the elevators.

Upon arrival to your cottage: Report any and all damages to the office immediately. All cottages are inspected after check out and damages and/or extra cleaning, if applicable, will be charged without prior notification.

Internet and Cable TV: Some of our houses have "unsecured internet". If it is not, the **Internet password is printed on the back of your Router.**

If you have problems, please unplug the cable box & modem. Wait 5 minutes to let it reset. Then plug it back in. Shut down your computer or internet device and restart so that it can reestablish IP address with Wi-Fi. If you continue to have problems call our office at 252-441-5005.

Private Beach Access: Our private beach access is located beside the driveway of Windswept (8309). Go up the driveway and look for a posted sign “For Rentals on the Ocean Guests Only”.

Trash: Trash Pick-Up Days:

Trash pickup “In-Season”(May 1-Sept. 30) is Tuesday and Saturday.

Trash pickup in the “Off-Season”(Oct 1-April 30) is on Tuesday and Friday.*Note: If you are in Peppers or Laughing Gull please put your trash in the community dumpster located beside Laughing Gull 1.

Recycling: If you would like to recycle, Ocean Access Nags Head Recycling Center is Milepost 17.

Pets on the Beach– Dogs are allowed on the beach as long as they are kept on a leash. It is unlawful to leave pet waste on the beach or to dispose of it in the ocean. Pick up pet waste and put it in an outdoor trash container.

Arcade Games: The Arcade games are free to play.

If a machine is not on when you want to play, flip the “on” switch located underneath the machine towards the front. Make sure the machines are plugged in.

Please be respectful of these amenities and keep drinks & food away from them.

Please return all pieces to the game before you leave.

Grill: There is a grill provided for each cottage. It is **your responsibility to clean it & provide fuel to grill with.**

Grilling on the deck or porch is a fire hazard and is not allowed at any time.

Fireworks: All fireworks are illegal at the Outer Banks.

Noise Ordinance law: There is a Noise Ordinance law in effect after 10:00 pm daily. Excessive noise that bothers citizens at any time may incur a fine from the Town of Nags Head.

Smoking or burning incense is not allowed inside any of the cottages. You will incur an extra fee if this rule is ignored.

Locking yourself out. There is a \$50 fee if we have to come back after 4:00 p.m. to let you in.

*For your convenience, there is a lock box at every house that you can use to store your key in. Please ask us for the combination code.

Check Out Requirements

1. **Check out time is 10:00 am. Everyone must be out of the house and your keys at our office by 10:00 so that our staff may inspect and sanitize the cottage for our next guests.**

All Late Check-Outs will be charged an extra night's stay.

- 2. Early check outs: Please call to let us know if you will be leaving early or before our office is open. You may leave your keys in the Lock Box located outside our office door.**
- 3. Linens: For those who have rented linens, please strip your beds and place your linens at the lowest entry-way of the cottage. We'll pick them up from there!**
- 4. Tenants are expected to leave the Property in the clean and orderly condition in which they found it upon arrival. If excessive cleaning is needed, you will incur extra cleaning fees.**
- 5. If you have moved any furniture, put it back in its original spot.**
- 6. Put all game parts and pieces back where they belong.**
- 7. Wash all dishes and return them to their proper location. Do not leave them in the dishwasher. If your house has more than one kitchen, return all items to the appropriate kitchen.**
- 8. Remove all items from refrigerator and wipe clean.**
- 9. Trash: Put all trash in the outdoor trash container and roll the container all the way to the street's edge with the handle facing away from the street.**
- 10. Pet waste: Pick up any pet waste in and around the yard and put it in an outdoor trash container. There is a \$50 fee if we have to clean up any pet waste.**
- 11. Close and lock all windows and doors.**
- 12. Leave A/C set at 75 degrees or Heat set on 55 degrees.**
- 13. Check your cottage before you leave for any of your belongings. We are not responsible for items left behind.**
- 14. Bring your keys to our office by 10:00 a.m. or make sure you notify us which lock box you are leaving them in. Keys not returned will incur a fee for replacing locks on the cottage.**

To accept this agreement, please fill in and sign the following

PROPERTY NAME: _____

In consideration of the obligations recited herein, monetary and otherwise, the Owner of the above referenced property, by and through Mary B. Forbes Land Corporation d/b/a Rentals on the Ocean (hereinafter, the "Agent"), does hereby lease and rent to _____
_____ (hereinafter, the "Tenant") that certain Property described above (hereinafter, the "Property"), under the terms and conditions.

Rental Term: Check in date _____ Check out date _____

Number of pets in your party: _____

Number of people in your party: _____

Hurricane Insurance may be purchased at the time of making your reservation.

If State or local authorities order a mandatory evacuation of Nags Head, you will be required to leave.

Your purchase of Hurricane Insurance will reimburse you for nights lost due to such an evacuation.

The fee for this insurance is five percent (5%) of the total rental amount.

Hurricane insurance cannot be purchased if there is a "named storm" in the Atlantic predicted for your rental dates.

Tenant acknowledges that Tenant understands that, by refusing to pay this fee, Tenant has waived the right to a refund in the event of a mandatory evacuation.

Hurricane Insurance

- I accept the Hurricane Insurance fee
- I decline the Hurricane Insurance fee

Failure to adhere to any of these policies may incur extra fees.

Signature of Tenant