



Thank you for choosing Spinnaker's Reach Realty for your vacation. When making your Reservation online, you will be digitally signing this Agreement. We look forward to seeing you at the beach!

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.

Agent of the owner, Spinnaker's Reach Realty, Inc. hereby rents to Tenant, and Tenant hereby rents from the Agent the vacation property described herein on the terms contained in this Agreement.

1-Occupancy. Tenant understands and agrees that herein described premises are to be used solely for residential purposes. The tenant shall not permit the property to be occupied by more than the maximum number stated above in this agreement. Overcrowding or misrepresenting the number in party is grounds for immediate eviction without refund (unless re-rented). Absolutely no house parties, fraternity or sorority groups are permitted; violation will result in immediate eviction with no refund. Tenant understands that any guest of his shall be the responsibility of the tenant and any violation of this agreement by guest of tenant shall be grounds for summary termination of this agreement.

2-Cancellation. All cancellations must be in writing. In the event of a cancellation by tenant after reservation deposit is paid and said property is not re-rented for the entire term set forth above then **tenant will not be entitled to a refund of any payment made** hereunder. **If the property is re-rented then any rent, taxes, and/or security deposits previously tendered will be refunded to the tenant less the \$135 cancellation fee and trip insurance if purchased.** Please note that any trip insurance premiums paid are not refundable. (If you purchased trip cancellation insurance at the time of making your reservation, please refer to your policy for instructions on recovering your loss due to cancellation).

3-Trip Cancellation/Interruption Insurance. Spinnaker's Reach Realty, Inc. offers Generali Global's Seaside Coastal Travel Cancellation/Interruption Insurance to every tenant in which booking is at least 30 days prior to arrival to protect your vacation investment against hurricane evacuations, and other covered unforeseen circumstances, which could cause cancellation of your trip and forfeiture of payments. This insurance is optional but is strongly recommended. **No refunds will be made in the case of a mandatory evacuation if tenant does not purchase CSA insurance.** For questions concerning the travel insurance please call Generali Global directly 877-243-4135.

5-Check Out/Cleaning. Check out is 10:00am on your departure date, no exceptions. All keys shall be returned to the rental office at that time. You will be charged \$25.00 per key which is not returned to our office. We are unable to refund for these items that are later returned, as we must make them available to the next guests. A departure cleaning is included in your rental rate. This is a basic cleaning only. Tenant is responsible for washing, drying and putting up all dishes and cookware, emptying the refrigerator, and placing trash in outdoor receptacles before departing, and putting all used towels in the laundry bag provided and leave in the laundry area. **Tenant may be billed if extraordinary cleaning is required after his departure.**

6- Payment information. If the reservation is within the same calendar year 50% must be paid within 7 days of making the reservation and balance must be paid 30 days prior to your arrival. If the reservation is made using the "rebooking" program during your stay, 25% of rent is due 7 days upon rate confirmation, 25% of the rent is due January 15th, and the remaining will be due 30 days prior to



your arrival. In either case, confirmation will be emailed to you upon receipt of deposit and signed vacation rental agreement.

All same year unconfirmed reservations will be cancelled if deposit and rental agreement are not received within 7 days following the booking of your reservation.

You may pay by personal check or ACH/Echeck if payment is received 30 days prior to your arrival date. For reservations and final payments made within 30 days of date, only certified funds, cash, or credit cards will be accepted. Credit cards are accepted at any time however, there will be a 2.5% processing for all monies put onto the card.

Tenant agrees to pay \$25 processing fee for any check or echeck of Tenant that may be returned by the financial institution due to insufficient funds. Tenant understands and agrees that up to 1/2 of the total rent and fees paid to third parties may be disbursed prior to occupancy including but not limited to any fees set forth herein payable to Agent for Reservation, Transfer or Cancellation of Tenant's Tenancy. Agent may receive compensation from other services provided but not limited to telephone, cleaning, linens, and maintenance. All monies received by Spinnaker's Reach Realty, Inc. shall be deposited in an interest bearing account at Bank of America with all interest payable to Agent.

7-Security/Damage Deposit. A Security/Damage deposit is required on all reservations. The purpose of the Security/Damage deposit is to ensure that Tenant leaves the unit damage free and in acceptable condition. The unit is inspected after tenant's departure. The Security/Damage deposit will be mailed back to tenant within 45 days following departure with any necessary deductions noted. All Security Deposits are handled in accordance with the N.C. Tenant Security Deposit Act. Tenant authorizes Agent to charge for any damages caused by Tenant in accordance with the N.C. Security Deposit Act.

8-Agents Duties. Agent agrees to provide the premises in a fit and habitable condition. If at the time Tenant is to begin occupancy of the premises, Agent cannot provide the premises in a fit and habitable condition or substitute a reasonable comparable property in such condition; Agent shall refund to tenant payment made by tenant excluding travel insurance/protection. Agent will make every reasonable effort to ensure that all system, appliances and equipment within the unit remain in reasonable working order. **However, this shall not be interpreted as a guarantee and no rebate or refund of any rent shall be granted by virtue of the failure of any system, appliance, equipment, or golf cart.**

9-Tenant Duties. Tenant agrees to comply with all obligations imposed by the Vacation Rental Act on tenant with respect to maintenance of premises, including but not limited to keeping the premises as clean and safe as the conditions of the premises permit and causing no unsafe or unsanitary conditions in the common areas remainder of the premises that tenant uses. Tenant agrees to obey all rules as published in the Spinnaker's Reach Realty, Inc. Resort Rental Rules and Regulations and Addendum to Vacation Rental Agreement as mandated by owners' association or residential/development governing entity concerning the occupancy of the premises and/or the use of any common areas or amenities affiliated with the premises. No Pets are allowed in any rental units or on the premises, unless otherwise specifically permitted in this Agreement. No smoking is allowed in any rental property. Termination by virtue of failure to abide by these rules shall be grounds for summary termination and shall cause a forfeiture of the total rental payment and forfeiture of any security deposit required to repair damage to the unit.

10-Mandatory Evacuation. If state or local authorities order a mandatory evacuation of an area that includes the premises, tenant shall comply with the order. Upon compliance Tenant will be entitled to a refund of the prorated rent for each night that tenant is unable to occupy the Premises because of the order. However, Tenant will not be entitled to a refund if, prior to taking possession of the premises: (i) tenant refused insurance offered by Agent that would have compensated Tenant for



losses or damages resulting from loss or use of the Premises due to a mandatory evacuation order, or (ii) Tenant purchased such insurance from Agent. Spinnakers Reach Realty hereby offers, in the “Charges” section of this agreement, to Tenant an insurance policy that will compensate Tenant for losses or damages resulting from loss or use of the Premises due to a mandatory evacuation order. Tenant will not be entitled to a refund from agent or owner. Tenant’s sole remedy will be provided by the insurance policy.

11-Expedited Eviction. If tenancy created hereunder is for 30 days or less, the expedited eviction procedures set forth in the Vacation Rental Act will apply. Tenant may be evicted under such procedures if Tenant (a) holds over in possession after the Tenant’s tenancy has expired; (b) commits a material breach of any provision in this Agreement (including any addendum hereto) that according to its terms would result in the termination of tenant’s tenancy; (c) fails to pay rent as required by this Agreement; or (d) has obtained possession of the Premises by fraud or misrepresentation.

12-Transfer of Premises. (i) If owner voluntarily transfer the Premises, Tenant has the right to enforce this Agreement against the grantee of the Premises if Tenant’s occupancy under this Agreement is to end 180 days or less after such recordation; If tenant’s occupancy is to end more than 180 days after such recordation, Tenant has no right to enforce the terms of this Agreement unless the grantee agrees in writing to honor the 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 10 days after transfer of the grantee’s interest was recorded; and (b) advise tenant whether Tenant has the right to occupy the Premises subject to the terms of the Agreement or receive a refund of any payments made by Tenant. (ii) Upon termination of the owner’s interest in the Premises, whether by sale, assignment, 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) must be transferred to Tenant within 30 days. (iii) If the owner’s interest in the Premises is involuntarily transferred prior to Tenant’s occupancy of the Premises, the owner is required to refund to Tenant all advance rent paid by Tenant (and other fees owed to third parties not already lawfully disbursed) within 60 days after the transfer.

13-Indemnification, Hold Harmless, Right of Entry, Assignment. Tenant agrees to indemnify and hold harmless Agent and Owner from and against any liability for personal injury or property damage sustained by a person (including Tenant’s guests) as a result of any cause, unless caused by the negligent or willful act of Agent or Owner or the failure of the Agent or Owner to comply with the Vacation Rental Act. Tenant agrees that Agent, the Owner or their respective representative may enter the premises during reasonable hours to inspect the property, to make such repairs, alteration or improvements thereto as Agent or Owner may deem appropriate, or to show the premises to prospective purchasers or guests. Tenant shall not assign this agreement or sublet the Premises in whole or part without the written permission of Agent.

14-Damages. Tenants should report any damage or breakage when it occurs and settle the matter before they leave. Tenant agrees to be responsible for any damages caused by him, family, or guests. Tenant authorizes agent to deduct from his security deposit or charge his credit card on file (if applicable) for such damages. Agent will provide an itemization of such charges to tenant.

15-Telephone. Most properties provide a telephone. The phone number is listed on the front of this agreement. No long-distance calls may be charged to this unit phone. You may use a credit card or long-distance telephone card. Any charges to unit telephone will be billed to tenant plus a \$20 service charge.

16- Golf Cart Damage. Most properties provide a golf cart for guest use. Any damages to the cart will be assessed by Spinnaker's Reach Realty staff and repair costs will be charged to the security deposit and any **value greater than the held deposit will be the responsibility of the reservation**



holder. The use of each golf cart is at the risk of guest. **Golf carts are maintained on a weekly basis and while management and owners do their best to provide a cart it is not guaranteed, and a replacement is not guaranteed if the cart malfunctions.**

17-Entire Agreement/Disputes. IN WITNESS THEREOF: This agreement is executed in (2) counterparts with an executed counterpart being retained by each party hereto

NOTICE: This is a legally binding contract. If not understood, seek competent advice. A NC Real Estate Licensee may own subject property. This Vacation Rental Agreement represents the entire agreement of the parties, and there are no representations, inducements or other provisions other than those contained in this agreement. Parties agree that in the event of a dispute, the agreement will be interpreted in accordance with North Carolina Law. This agreement is considered as having been entered into in Carteret County, North Carolina and both parties agree that any legal action may only be instituted in Carteret County, North Carolina. Tenant specifically consents to such jurisdiction and extraterritorial service of process.

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