

## Surf or Sound Realty

Post Office Box 100  
Avon, NC 27915

Toll-Free: (800) 237-1138 Local: (252) 995-5801 Fax: (252) 995-5840

### Vacation Rental Agreement, 2009

**PLEASE SIGN AND RETURN WITH INITIAL PAYMENT TO COMPLETE RESERVATION.**

John and Mary Doe 123 Any Street Your City, NC 11111 123-456-7890 email@domain.com	Agent: Vacation Specialist Date: 01/01/09  Check-in: 05/09/09 Non Smoking Pets Permitted <b>(There is a \$70.00 non-refundable pet fee required for each approved pet.)</b>	Confirmation No. 123456 Unit ID: 999 Your Beach House  Check-out: 05/16/09
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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 NORTH CAROLINA LAW AND INCLUDE UNIQUE PROVISIONS PERMITTING THE DISBURSEMENT OF RENT PRIOR TO TENANCY AND EXPEDITED EVICTION OF TENANTS. YOUR SIGNATURE ON THIS AGREEMENT, PAYMENT OF MONEY OR TAKING POSSESSION OF THE PROPERTY AFTER RECEIPT OF THIS AGREEMENT IS EVIDENCE OF YOUR ACCEPTANCE OF THE AGREEMENT AND YOUR INTENTION TO USE THIS PROPERTY FOR A VACATION RENTAL.

Gross Rent	\$3,495.00
<i>Travel Insurance</i>	<i>\$265.49</i>
2009 Processing Fee	\$90.00
2009 Pet Fee	\$70.00
Accidental Rental Damage Ins	\$59.00
Taxes	\$429.47
Prior Payments	(\$ 0.00 )
<b>Total Due</b>	<b>\$4,408.96</b>
<b>Initial Payment due by 01/11/09</b>	
<b>With Travel Insurance</b> _____	\$2,071.99
(Initial)	
<b>Without Travel Insurance</b> _____	\$1,806.50
(Initial)	
<i>Initial the appropriate line marking your election and pay the corresponding amount for your Initial Payment.</i>	
<b>Final Payment Due by 04/09/09</b> \$2,336.97	
TO DECLINE ACCIDENTAL RENTAL DAMAGE INSURANCE	
<i>If you wish to decline Accidental Rental Damage Insurance, initial here _____ and add the following security deposit to your final payment:</i>	
Security Deposit	\$800.00
Less Accidental Rental Damage Insurance	(\$ 59.00)
<b>Final Payment With Security Deposit Due By 04/09/09</b>	<b>\$3,077.97</b>

Thank you for making your reservation with Surf or Sound Realty. We look forward to your arrival and hope that you have a wonderful vacation! Please let us know if there is anything we can do to make your stay with us more enjoyable.

**This Vacation Rental Agreement will cancel unless we receive your initial payment and signed lease within 10 calendar days of the reservation date. This is your final billing notice.** You will not receive another balance due notification prior to arrival, so please mark your calendar. The final balance due must be received in our office no later than 30 days prior to your check-in date. If the balance is not received by this time, a \$25 late fee will apply and we will consider this lease breached. We may also cancel the reservation and re-rent the Premises. Personal checks will be accepted up until 30 days prior to arrival. Please write your confirmation number on your check. A \$30.00 convenience fee will be applied to payments made by credit card.

For reservations made within 30 days of arrival, a signed lease and payment in full by credit card (VISA or Mastercard only), cashier's check, certified check, money order or traveler's check must be received within 24 hours of the reservation being made. Payment from outside the U.S. must be made in U.S. funds via Visa or Mastercard or by money order or cashier's check payable by a U.S. bank.

Linens are not provided with most homes. If you are unsure, please call our office to determine if your rental home provides linens.

**Check-in time is based on readiness of house and cannot be guaranteed. Check-in time will range from:**  
 May 9 – August 30: Saturday 4 – 6 pm, Sunday 4 – 5:30 pm  
 All other times: Saturday and Sunday 4 – 5:30 pm

**An imprint of your credit card (Mastercard or Visa only, no debit cards please) will be taken at check-in to be charged in the event of damages in excess of the security deposit or damages not covered by the Accidental Rental Damage Insurance, whichever is applicable, as well as for failure to follow proper check-out procedures.**

**Check-out time is 10:00 am.**

**Keys and directions should be picked up at the AVON office located on Highway 12 in AVON. Please make sure all members of your party are aware that you, the leaseholder, must check in BEFORE anyone can proceed to the house. Failure to abide by this requirement will adversely affect and delay the check-in process.** For check-in after hours, we will leave an envelope with keys and a map in the key drop box located at our front door. However, the leaseholder **must check in at our office in person by 12:00 noon of the following day** to confirm that they are the Tenant as set forth herein, that they are a family group, that they do meet the specified age requirements (see paragraph 11) and to provide the required credit card imprint (**no debit cards please**). Please carefully read the terms and conditions on the back of this Agreement as well as the "Standard Terms and Conditions of Surf or Sound Rentals" (which can be found at www.surforsound.com). If you understand and agree with the terms set forth, please sign here where indicated and return to Surf or Sound immediately to confirm your reservation. In witness whereof, this agreement is executed in two counterparts, one being retained by each Party hereto:

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

**RENTAL AGREEMENT MUST BE SIGNED BY THE PERSON OR PERSONS NAMED ON THE AGREEMENT AND EXECUTED BY AN AUTHORIZED EMPLOYEE OF SURF OR SOUND REALTY**

This is a vacation rental agreement under the North Carolina Vacation Rental Act, which can be found in Section 42A of the North Carolina General Statutes, and many of the terms and conditions of the agreement are governed by those statutes. Surf or Sound Realty strongly encourages you to read the Act, which for your convenience may be found on our web site [www.surforsound.com](http://www.surforsound.com). Also, incorporated within this agreement by reference, in addition to the terms set forth below, are the "Standard Terms and Conditions of Surf or Sound Realty" and "Guest Information", copies of which may be found on our website and in our office, and "Payments and Fees" and "Guest Information" contained in the Surf or Sound rental guide for the current year. The "Standard Terms and Conditions of Surf or Sound Rentals" contains information regarding (I) the manner in which funds are received, deposited, and disbursed in advance of Tenant's occupancy of the Premises (II) processing fees permitted under G.S. 42A-17(c) (III) the rights and obligations of the Landlord and Tenant under G.S. 42A-17(b) (IV) the applicability of expedited eviction procedures (V) the rights and obligations of the Landlord or real estate broker and the Tenant upon the transfer of the rented Premises (VI) the rights and obligations of the Landlord or real estate broker and the Tenant under G.S. 41A-36 and (VII) miscellaneous obligations of the Landlord and Tenant. If you do not have access to the Internet please call our office so that we can fax or mail you a copy of the "Standard Terms and Conditions of Surf or Sound Rentals". North Carolina law shall govern this agreement.

1. **Advance Rent Payments** Tenant understands and agrees that advance payments up to 50% of the rental amount may be disbursed to the property owner (Owner) prior to occupancy. All monies received by Agent in connection with rental of Premises are deposited in an interest bearing trust account with East Carolina Bank in Avon, NC, with interest payable to Agent. Agent is not liable to Tenant for any refunds that Owner does not return to Agent.
2. **Cancellations** If you wish to cancel your reservation after we have received your initial payment, your cancellation must be in writing. In the event of an emergency cancellation occurring one week or less prior to check-in, a fax and or email cancellation will be accepted. We will make every effort to re-rent the Premises so as to minimize your loss. If we re-rent the Premises at your same rental rate, all monies you have paid (less the \$90.00 processing fee, a \$100.00 cancellation fee, Travel Insurance and Accidental Rental Damage Insurance premiums, if purchased, and all applicable taxes) will be returned only if and when final payment is received for the new reservation. In the event that we are unable to re-rent the Premises the full rental amount, including taxes and all applicable fees, is due and payable and Tenant agrees to pay the balance due, if any, by the check-in date of the reservation. Tenant understands and agrees that they may not assign this agreement to another party or sublet the Premises in whole or in part. In order to re-rent the premises for you it may be necessary to reduce the rental rate. Surf or Sound reserves the right to discount the rental rate for the sublease at its own discretion. Any discounts in the rental rate will reduce your refund.
3. **Final Balance** We do not send out a bill for the final balance due under the lease. The final balance must be received in our office no later than 30 days prior to your arrival. If the balance is not received by this time, a \$25 late fee will apply and we will consider the lease breached. We may also cancel the reservation and re-rent the Premises. Checks should be made payable to Surf or Sound Realty. Surf or Sound Realty will charge a \$25.00 handling fee for all checks returned unpaid.
4. **Taxes and Reservation Fee** A 6.75% state sales tax and a 5% county occupancy tax are required on all rents and other fees associated with the reservation except for Travel Insurance, Accidental Rental Damage Insurance, refundable Security Deposit, and Advance Reservation Deposit. Taxes are subject to change without notice. A \$90.00 non-refundable processing fee is charged for each reservation.
5. **Security Deposit** Tenant understands and agrees that they are responsible for any damages to the Premises during the period of tenancy, including damages to the furnishings and household items which result from the action or inaction of the Tenant, excluding normal wear and tear. Tenant agrees that normal wear and tear does not include burns of any kind including but not limited to cigarette and cigar burns. Tenant agrees to be responsible for any items found missing from Premises following their tenancy. Please check the Premises upon your arrival and report any damages found, obvious missing items, or if maintenance or cleaning is needed. Failure to report any of these items prior to check-out could result in full or partial loss of your refundable security deposit. Damage incurred in excess of the refundable security deposit, including reasonable attorney's fees and unauthorized utility charges, will be charged to the credit card on file. The units are carefully inspected after each rental by our cleaning staff. Your refundable security deposit will be processed and the proper amount returned to you within 45 days of your check out.
6. **Accidental Rental Damage Insurance** Tenant may elect this optional non-refundable insurance in lieu of paying the refundable security deposit of \$400-\$1,000 as shown on the front of this lease. This insurance excludes the Tenant from paying for damage to Premises deemed accidental in the sole discretion of Surf or Sound Realty (please refer to Description of Coverage). The fee does not exempt Tenant from theft or unauthorized utility charges. If there is previous damage to Premises, it must be reported to our office upon Tenant's arrival or Tenant will be held responsible. Tenant must notify Surf or Sound Realty of any damage to Premises during their occupancy. Tenant shall be responsible for all unreported damages and any items found missing from Premises following their occupancy. Damages not covered by this insurance will be charged to the credit card on file. Tenant may not select this insurance after the final balance has been paid. To decline this insurance, please initial the appropriate space on the front of this lease and the refundable security deposit will be added to the final balance. Agent receives a fee from the insurance company.
7. **Check-In** Check-in times are listed on the front of the Agreement. To avoid delays in cleaning and inspection of your rental home, it is essential that you come to our office and check in before going to the Premises. Taking possession of the property before being given the keys could result in additional delay and or charges and may make guest responsible for damage from previous tenant. **You will be required to sign an authorization and present a credit card ( Visa or MasterCard only) to reimburse for damages in excess of the refundable Security Deposit or not covered by the Accidental Rental Damage Insurance, whichever is applicable, including reasonable attorney's fees, unauthorized utility charges and a check-out fee if proper check-out procedures are not followed.** Surf or Sound Realty makes every effort to prepare all units for occupancy at the given times. However, in some instances it may be necessary to delay occupancy until the unit has been properly cleaned and inspected. Tenant understands and agrees that there will be no rebate or discount for such late occupancy.
8. **Check-Out** Our cleaning and inspection staff depends upon your timely departure so that they can take care of preparing the Premises for the next scheduled tenants. Tenant is responsible for completion of the items on your check-in packet including returning all furniture to original positions, vacuuming, sweeping all tile and wood floor surfaces, making beds, putting away dishes, taking out trash and placing it in the provided outside container, and closing and locking all windows and doors. Failure to follow proper check-out procedures will result in a charge to the credit card on file. Premises must be vacated by 10:00 am on the day of check-out or Tenant will be in material breach of this agreement as well as subject to a late check-out fee of \$100.00 per hour (or portion thereof) of the breach which tenant authorizes Surf or Sound to charge to the credit card on file. In the event that Tenant holds over, Tenant will be charged rent for the entire period necessary to complete an expedited eviction against them. Any keys not returned to the office will be subject to a \$10.00 per key lost key charge. Shipping and handling charges will apply to return items left behind.
9. **Occupancy** The maximum number of guests permitted may not exceed the intended occupancy of the home.
10. **Rules of the House** Tenant hereby acknowledges that they have read the terms and conditions of this Agreement as set forth herein, the "Standard Terms and Conditions of Surf or Sound Rentals" as may be found on our web site or at our office and "Payments and Fees" and "Guest Information" contained in the Surf or Sound rental guide for the current year and that they will abide by and be bound by all of the terms and conditions contained therein.
11. **Family Groups and Age Requirements** Surf or Sound Realty rents to Family Groups only. No fraternities, sororities, college, school, church, civic or other non-family groups are permitted. Additionally all family members less than 27 years old or younger must be supervised by at least two accompanying adults 35 years of age or older at all times during tenancy. The supervising adults must also be present at check-in and remain for the duration of this tenancy. In the event that we determine at check-in or thereafter that Tenants are not a family group or do not meet the specified age requirements, Tenant will be in material breach of this lease and will be denied access to the Premises or be subject to immediate expedited eviction and will forfeit all rents and fees paid to Surf or Sound Realty. Tenant agrees to furnish proper photo identification at check-in to verify that they are the Tenant as set forth herein, that they are a family group, and that they meet the specified age requirements and to provide the required credit card imprint to complete check-in procedures. **These rules are strictly enforced!**
12. **Late Check-In** In the event of late occupancy after office hours, Tenant is required to complete check-in procedures by appearing in person at the appropriate Surf or Sound Realty office by noon of the following day to confirm that they are the Tenant as set forth herein, that they are a family group, and that they do meet the specified age requirements and to provide the required credit card (Visa or MasterCard) imprint.
13. **Pets** Pets are not permitted in most of our homes. Most homes allowing pets only permit one housebroken dog unless additional dogs are disclosed and pre-approved at time of reservation. An additional \$70 per week non-refundable pet fee plus all applicable taxes is required for each approved pet. Any non-declared or unapproved pets will be charged the standard \$70 per week non-refundable pet fee as well as a \$70 per week non-declared pet fee for a total of \$140 per pet per week plus applicable taxes. A pet of any kind on the premises of a non-pet house is absolutely prohibited, a material breach of this agreement, grounds for expedited eviction, will cause forfeiture of all rents and fees paid, and will be charged the same \$140 per pet plus the cost of full carpet cleaning and flea treatment. This rule is strictly enforced! Agent reserves the right to inspect Premises without notice to verify compliance with all pet rules. Pets are strictly prohibited in the pool or spa.
14. **Smoking in a Non-Smoking Home** If any member of your vacation party smokes, we respectfully request that you not reserve a non-smoking home. If our cleaning/inspection staff detects evidence of smoking within a non-smoking home, the entire cost of cleaning and deodorizing will be charged to the credit card on file. Non-Smoking rules are strictly enforced.
15. **Mobile Homes, Tents, RV's, and Campers** No mobile homes, trucks with campers, camping trailers, tents or other accommodations of any type are permitted on Premises during tenancy. Violation of this rule is a material breach of the agreement and grounds for expedited eviction.
16. **Weddings, Receptions, and Parties** No weddings, receptions, parties or other such gatherings are permitted at Premises unless pre-approved in writing by Surf or Sound Realty at time of reservation. An additional deposit and/or fee for these events may be charged.
17. **Construction** New homes are constructed regularly in our area. There are no rebates or discounts given for construction occurring near or adjacent to Premises. Dare County's noise ordinance is enforceable from 11 pm to 7 am.
18. **Under Construction** New homes that are under construction can sometimes be delayed or have listed amenities not available through no fault of the Agent/Owner. Agent/Owner obligations are limited to notification of guest, a full refund of monies received and a good faith effort by Agent to locate a replacement. Tenant waives all claims against Agent/Owner for non-completion of any property indicated as Under Construction on the front of this lease. Under no circumstances will Surf or Sound Realty or the Owner provide any additional monies to facilitate a transfer required due to a construction delay.
19. **Maintenance and Repairs** Every reasonable effort is made to keep each property and its equipment in good working order. Please notify Surf or Sound Realty promptly of any difficulty you incur during your stay. Due to the remote nature of our area and the inability to obtain replacement parts quickly, immediate servicing of malfunctioning units often is not possible. Therefore, dishwashers, microwaves, washers, dryers, TV's, VCR's, DVD's, stereos, air conditioners, hot tubs, swimming pools, and other non-essential items cannot be guaranteed to be operational. Surf or Sound Realty, upon notice by Tenant, will make every effort to have such items repaired as quickly as possible. Replacements are not provided. There will be no rebates or discounts. Landlord and Agent shall have the right to inspect Premises during tenancy and make repairs during the rental period.
20. **Access to Premises** Tenant agrees that if Premises is listed for sale, Agent may, with four hours notice, show Premises to prospective buyers.
21. **Hurricanes and Travel Insurance** If a mandatory evacuation is ordered by Dare County, Tenant agrees to follow Hurricane Policy and Procedures as directed by Agent and then evacuate as instructed. Owner or Agent provides NO REFUNDS DUE TO HURRICANES OR HURRICANE EVACUATION. Instead, we **strongly recommend** the purchase of travel insurance, as noted on the front of this Agreement. The insurance amount is shown on the front of this lease. You may decline coverage by initialing the appropriate space on the front page of this Agreement and paying the adjusted amount. Insurance cannot be purchased after final payment has been made. The Travel Insurance terms and conditions are made and administered by Travel Guard (please refer to a copy of their Description of Coverage for specific information). Agent receives a fee from the insurance company.
22. **Limitations of Remedies, Damages and Indemnity** Surf or Sound Realty is acting as Agent for, and on behalf of, the Owner of the Premises. The Premises may or may not be owned by a North Carolina Real Estate Licensee. All reservations are contingent upon the homeowner making the given time period available for rental. In the event Agent is unable to deliver possession of Premises to Tenant under this lease agreement because of the Owner's use of the specified lease period, Tenant hereby agrees that their sole remedy is a full refund of any and all rents, fees, taxes and refundable security deposits made to Agent, and that Tenant will hold harmless Agent and Owner for any consequential or secondary damages that Tenant suffers due to the unavailability of Premises, including but not limited to expenses incurred as a result of travel, or renting alternative housing. Owner is responsible for all refunds of advance rental payments made by tenant. If Premises is unavailable for occupancy due to mandatory evacuation or inaccessible due to storms or storm damage, no refunds will be given. Please see paragraph 21 of this Agreement entitled "Hurricanes and Travel Insurance". Tenant also agrees that in the case of a double booking, Tenant is only entitled to the full refund of all consideration previously tendered by Tenant. Tenant agrees to release and indemnify the Owner and his Agent from and against all liability for injury to the person of the Tenant or to any member of their household resulting from any cause whatsoever, except for such personal injury caused by the gross negligence or intentional acts of the Owner or Agent. Tenant shall not be entitled to any refund due to unfavorable weather, voluntary or mandatory evacuation, or disruption of utility services (including phone, internet, and cable TV). Tenant agrees to be responsible for any necessary repairs due to their intentional or negligent acts or failure to act as well as any pet damage.
23. **Separability of Provisions** If by operation of law any provision of this agreement is or becomes unenforceable, all remaining lawful provisions shall be enforceable.

## Surf or Sound Realty

Post Office Box 100  
Avon, NC 27915

GUEST COPY

Toll-Free: (800) 237-1138 Local: (252) 995-5801 Fax: (252) 995-5840

### Vacation Rental Agreement, 2009

**PLEASE SIGN AND RETURN WITH INITIAL PAYMENT TO COMPLETE RESERVATION.**

John and Mary Doe 123 Any Street Your City, NC 11111	Agent: Shae Watson Date: 12/04/08	Confirmation No. 151226 Unit ID: 649 Island Time Paradise
	Check-in: 05/09/09	Check-out: 05/16/09
	Non Smoking Pets Permitted <b>(There is a \$70.00 non-refundable pet fee required for each approved pet.)</b>	

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Gross Rent	\$3,495.00
<i>Travel Insurance</i>	<i>\$265.49</i>
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Prior Payments	(\$ 0.00 )
<b>Total Due</b>	<b>\$4,408.96</b>

Thank you for making your reservation with Surf or Sound Realty. We look forward to your arrival and hope that you have a wonderful vacation! Please let us know if there is anything we can do to make your stay with us more enjoyable.

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<b>Initial Payment due by 12/14/08</b>	
<b>With Travel Insurance</b> _____	\$2,071.99
<small>(Initial)</small>	
<b>Without Travel Insurance</b> _____	\$1,806.50
<small>(Initial)</small>	
<i>Initial the appropriate line marking your election and pay the corresponding amount for your Initial Payment.</i>	

<b>Final Payment Due by 04/09/09</b>	<b>\$2,336.97</b>
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<b>TO DECLINE ACCIDENTAL RENTAL DAMAGE INSURANCE</b>	
<i>If you wish to decline Accidental Rental Damage Insurance, initial here _____ and add the following security deposit to your final payment:</i>	
Security Deposit	\$800.00
Less Accidental Rental Damage Insurance	(\$ 59.00)
<b>Final Payment With Security Deposit Due By 04/09/09</b>	<b>\$3,077.97</b>

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4. **Taxes and Reservation Fee** A 6.75% state sales tax and a 5% county occupancy tax are required on all rents and other fees associated with the reservation except for Travel Insurance, Accidental Rental Damage Insurance, refundable Security Deposit, and Advance Reservation Deposit. Taxes are subject to change without notice. A \$90.00 non-refundable processing fee is charged for each reservation.
5. **Security Deposit** Tenant understands and agrees that they are responsible for any damages to the Premises during the period of tenancy, including damages to the furnishings and household items which result from the action or inaction of the Tenant, excluding normal wear and tear. Tenant agrees that normal wear and tear does not include burns of any kind including but not limited to cigarette and cigar burns. Tenant agrees to be responsible for any items found missing from Premises following their tenancy. Please check the Premises upon your arrival and report any damages found, obvious missing items, or if maintenance or cleaning is needed. Failure to report any of these items prior to check-out could result in full or partial loss of your refundable security deposit. Damage incurred in excess of the refundable security deposit, including reasonable attorney's fees and unauthorized utility charges, will be charged to the credit card on file. The units are carefully inspected after each rental by our cleaning staff. Your refundable security deposit will be processed and the proper amount returned to you within 45 days of your check out.
6. **Accidental Rental Damage Insurance** Tenant may elect this optional non-refundable insurance in lieu of paying the refundable security deposit of \$400-\$1,000 as shown on the front of this lease. This insurance excludes the Tenant from paying for damage to Premises deemed accidental in the sole discretion of Surf or Sound Realty (please refer to Description of Coverage). The fee does not exempt Tenant from theft or unauthorized utility charges. If there is previous damage to Premises, it must be reported to our office upon Tenant's arrival or Tenant will be held responsible. Tenant must notify Surf or Sound Realty of any damage to Premises during their occupancy. Tenant shall be responsible for all unreported damages and any items found missing from Premises following their occupancy. Damages not covered by this insurance will be charged to the credit card on file. Tenant may not select this insurance after the final balance has been paid. To decline this insurance, please initial the appropriate space on the front of this lease and the refundable security deposit will be added to the final balance. Agent receives a fee from the insurance company.
7. **Check-In** Check-in times are listed on the front of the Agreement. To avoid delays in cleaning and inspection of your rental home, it is essential that you come to our office and check in before going to the Premises. Taking possession of the property before being given the keys could result in additional delay and or charges and may make guest responsible for damage from previous tenant. **You will be required to sign an authorization and present a credit card ( Visa or MasterCard only) to reimburse for damages in excess of the refundable Security Deposit or not covered by the Accidental Rental Damage Insurance, whichever is applicable, including reasonable attorney's fees, unauthorized utility charges and a check-out fee if proper check-out procedures are not followed.** Surf or Sound Realty makes every effort to prepare all units for occupancy at the given times. However, in some instances it may be necessary to delay occupancy until the unit has been properly cleaned and inspected. Tenant understands and agrees that there will be no rebate or discount for such late occupancy.
8. **Check-Out** Our cleaning and inspection staff depends upon your timely departure so that they can take care of preparing the Premises for the next scheduled tenants. Tenant is responsible for completion of the items on your check-in packet including returning all furniture to original positions, vacuuming, sweeping all tile and wood floor surfaces, making beds, putting away dishes, taking out trash and placing it in the provided outside container, and closing and locking all windows and doors. Failure to follow proper check-out procedures will result in a charge to the credit card on file. Premises must be vacated by 10:00 am on the day of check-out or Tenant will be in material breach of this agreement as well as subject to a late check-out fee of \$100.00 per hour (or portion thereof) of the breach which tenant authorizes Surf or Sound to charge to the credit card on file. In the event that Tenant holds over, Tenant will be charged rent for the entire period necessary to complete an expedited eviction against them. Any keys not returned to the office will be subject to a \$10.00 per key lost key charge. Shipping and handling charges will apply to return items left behind.
9. **Occupancy** The maximum number of guests permitted may not exceed the intended occupancy of the home.
10. **Rules of the House** Tenant hereby acknowledges that they have read the terms and conditions of this Agreement as set forth herein, the "Standard Terms and Conditions of Surf or Sound Rentals" as may be found on our web site or at our office and "Payments and Fees" and "Guest Information" contained in the Surf or Sound rental guide for the current year and that they will abide by and be bound by all of the terms and conditions contained therein.
11. **Family Groups and Age Requirements** Surf or Sound Realty rents to Family Groups only. No fraternities, sororities, college, school, church, civic or other non-family groups are permitted. Additionally all family members less than 27 years old or younger must be supervised by at least two accompanying adults 35 years of age or older at all times during tenancy. The supervising adults must also be present at check-in and remain for the duration of this tenancy. In the event that we determine at check-in or thereafter that Tenants are not a family group or do not meet the specified age requirements, Tenant will be in material breach of this lease and will be denied access to the Premises or be subject to immediate expedited eviction and will forfeit all rents and fees paid to Surf or Sound Realty. Tenant agrees to furnish proper photo identification at check-in to verify that they are the Tenant as set forth herein, that they are a family group, and that they meet the specified age requirements and to provide the required credit card imprint to complete check-in procedures. **These rules are strictly enforced!**
12. **Late Check-In** In the event of late occupancy after office hours, Tenant is required to complete check-in procedures by appearing in person at the appropriate Surf or Sound Realty office by noon of the following day to confirm that they are the Tenant as set forth herein, that they are a family group, and that they do meet the specified age requirements and to provide the required credit card (Visa or MasterCard) imprint.
13. **Pets** Pets are not permitted in most of our homes. Most homes allowing pets only permit one housebroken dog unless additional dogs are disclosed and pre-approved at time of reservation. An additional \$70 per week non-refundable pet fee plus all applicable taxes is required for each approved pet. Any non-declared or unapproved pets will be charged the standard \$70 per week non-refundable pet fee as well as a \$70 per week non-declared pet fee for a total of \$140 per pet per week plus applicable taxes. A pet of any kind on the premises of a non-pet house is absolutely prohibited, a material breach of this agreement, grounds for expedited eviction, will cause forfeiture of all rents and fees paid, and will be charged the same \$140 per pet plus the cost of full carpet cleaning and flea treatment. This rule is strictly enforced! Agent reserves the right to inspect Premises without notice to verify compliance with all pet rules. Pets are strictly prohibited in the pool or spa.
14. **Smoking in a Non-Smoking Home** If any member of your vacation party smokes, we respectfully request that you not reserve a non-smoking home. If our cleaning/inspection staff detects evidence of smoking within a non-smoking home, the entire cost of cleaning and deodorizing will be charged to the credit card on file. Non-Smoking rules are strictly enforced.
15. **Mobile Homes, Tents, RV's, and Campers** No mobile homes, trucks with campers, camping trailers, tents or other accommodations of any type are permitted on Premises during tenancy. Violation of this rule is a material breach of the agreement and grounds for expedited eviction.
16. **Weddings, Receptions, and Parties** No weddings, receptions, parties or other such gatherings are permitted at Premises unless pre-approved in writing by Surf or Sound Realty at time of reservation. An additional deposit and/or fee for these events may be charged.
17. **Construction** New homes are constructed regularly in our area. There are no rebates or discounts given for construction occurring near or adjacent to Premises. Dare County's noise ordinance is enforceable from 11 pm to 7 am.
18. **Under Construction** New homes that are under construction can sometimes be delayed or have listed amenities not available through no fault of the Agent/Owner. Agent/Owner obligations are limited to notification of guest, a full refund of monies received and a good faith effort by Agent to locate a replacement. Tenant waives all claims against Agent/Owner for non-completion of any property indicated as Under Construction on the front of this lease. Under no circumstances will Surf or Sound Realty or the Owner provide any additional monies to facilitate a transfer required due to a construction delay.
19. **Maintenance and Repairs** Every reasonable effort is made to keep each property and its equipment in good working order. Please notify Surf or Sound Realty promptly of any difficulty you incur during your stay. Due to the remote nature of our area and the inability to obtain replacement parts quickly, immediate servicing of malfunctioning units often is not possible. Therefore, dishwashers, microwaves, washers, dryers, TV's, VCR's, DVD's, stereos, air conditioners, hot tubs, swimming pools, and other non-essential items cannot be guaranteed to be operational. Surf or Sound Realty, upon notice by Tenant, will make every effort to have such items repaired as quickly as possible. Replacements are not provided. There will be no rebates or discounts. Landlord and Agent shall have the right to inspect Premises during tenancy and make repairs during the rental period.
20. **Access to Premises** Tenant agrees that if Premises is listed for sale, Agent may, with four hours notice, show Premises to prospective buyers.
21. **Hurricanes and Travel Insurance** If a mandatory evacuation is ordered by Dare County, Tenant agrees to follow Hurricane Policy and Procedures as directed by Agent and then evacuate as instructed. Owner or Agent provides NO REFUNDS DUE TO HURRICANES OR HURRICANE EVACUATION. Instead, we **strongly recommend** the purchase of travel insurance, as noted on the front of this Agreement. The insurance amount is shown on the front of this lease. You may decline coverage by initialing the appropriate space on the front page of this Agreement and paying the adjusted amount. Insurance cannot be purchased after final payment has been made. The Travel Insurance terms and conditions are made and administered by Travel Guard (please refer to a copy of their Description of Coverage for specific information). Agent receives a fee from the insurance company.
22. **Limitations of Remedies, Damages and Indemnity** Surf or Sound Realty is acting as Agent for, and on behalf of, the Owner of the Premises. The Premises may or may not be owned by a North Carolina Real Estate Licensee. All reservations are contingent upon the homeowner making the given time period available for rental. In the event Agent is unable to deliver possession of Premises to Tenant under this lease agreement because of the Owner's use of the specified lease period, Tenant hereby agrees that their sole remedy is a full refund of any and all rents, fees, taxes and refundable security deposits made to Agent, and that Tenant will hold harmless Agent and Owner for any consequential or secondary damages that Tenant suffers due to the unavailability of Premises, including but not limited to expenses incurred as a result of travel, or renting alternative housing. Owner is responsible for all refunds of advance rental payments made by tenant. If Premises is unavailable for occupancy due to mandatory evacuation or inaccessible due to storms or storm damage, no refunds will be given. Please see paragraph 21 of this Agreement entitled "Hurricanes and Travel Insurance". Tenant also agrees that in the case of a double booking, Tenant is only entitled to the full refund of all consideration previously tendered by Tenant. Tenant agrees to release and indemnify the Owner and his Agent from and against all liability for injury to the person of the Tenant or to any member of their household resulting from any cause whatsoever, except for such personal injury caused by the gross negligence or intentional acts of the Owner or Agent. Tenant shall not be entitled to any refund due to unfavorable weather, voluntary or mandatory evacuation, or disruption of utility services (including phone, internet, and cable TV). Tenant agrees to be responsible for any necessary repairs due to their intentional or negligent acts or failure to act as well as any pet damage.
23. **Separability of Provisions** If by operation of law any provision of this agreement is or becomes unenforceable, all remaining lawful provisions shall be enforceable.