

1. **TRANSFER OF PREMISES.** If the owner voluntarily transfers 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 the grantee's interest in the Premises is recorded. 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 this Agreement. If the grantee does not honor this Agreement, Tenant is entitled to a refund of all advance rent paid by Tenant (any other fees owed to third parties not already lawfully disbursed).
2. **DISBURSEMENT OF RENT AND THIRD PARTY FEES.** Tenant authorizes Agent to disburse up to 50% of the rent set forth above to the owner (or as the owner directs) prior to Tenant's occupancy of the Premises and the balance of the rent upon the commencement of the tenancy. Tenant also authorizes agent to disburse prior to Tenant's occupancy of the Premises any fees owed to third parties to pay for any goods, services, or benefits procured by Agent for the benefit of Tenant including but not limited to any fees set forth herein payable to Agent for reservation, transfer or cancellation of Tenant's tenancy. **TENANT AGREES TO PAY A \$35.00 PROCESSING FEE FOR ANY CHECK OF TENANT THAT MAY BE RETURNED BY THE FINANCIAL INSTITUTION DUE TO INSUFFICIENT FUNDS OR BECAUSE TENANT DID NOT HAVE AN ACCOUNT AT THE FINANCIAL INSTITUTION.**
3. **CONFIRMATION OF RESERVATION.** **To confirm the reservation, the Rental Agreement/Deposit Request must be signed and received back in our office within 14 days of the date on the contract along with the advance rent deposit which is 50% of the contract amount. These monies can be a personal check, credit card, or money order. No personal check will be accepted within 30 days of your arrival. YOUR DEPOSIT AND ALL MONIES WILL BE PLACED IN AN INTEREST BEARING ACCOUNT AT FIRST CITIZENS BANK, SNEADS FERRY, NORTH CAROLINA, WITH INTEREST BEING EARNED BY THE RENTAL AGENT.**
4. **FINAL BALANCE.** **Final payment, including the Damage deposit, is due no later than 30 days prior to your arrival. Please be sure to mark your calendar because we do not send out reminder notices. If the balance is not received by the due date, we may treat the reservation as a cancellation and make every effort to re-rent the house in order to minimize your loss (see Cancellation section).**
5. **RENTAL FEES & PAYMENTS.** Payments will include the following charges for each reservation made. All reservations are subject to a \$45.00 reservation processing fee (non-refundable). All fees are subject to Sales and Accommodation Tax. Either the Damage (Security) Deposit Waiver Plan or a Damage Deposit will apply. Other fees that may apply are: Travel Interruption Insurance, Linen Package, if requested, or beach equipment rental, if applicable. **There will be a \$20 plus tax convenience fee added to each credit card transaction.**
6. **DAMAGE DEPOSIT.** A Damage deposit is required on all properties to ensure compliance with the terms of the rental agreement. This deposit is held until a determination of condition and contents have been verified and will be returned within 45 days after check-out. Amounts may be withheld to cover damage, unnecessary service calls, unreturned keys, pool passes & parking pass. Please report any problems or damage in your unit the day of check-in. If not reported, we must assume the damages occurred during your occupancy. **Coastline Realty's determination of damages will be conclusive.**
7. **DAMAGE (SECURITY) DEPOSIT WAIVER PLAN.** This optional non-refundable Damage (Security) Deposit Waiver Plan protects you from theft or damage which results from an accident within the unit. The Damage Waiver does not cover negligent or willful and wanton conduct. For a full description of the plan, please refer to the enclosed Description of Coverage detailing full terms and conditions that apply. If a Description of Coverage is not enclosed, contact Coastline Realty for a copy. You must notify Coastline Realty in writing of any damage or theft to the unit during your occupancy, or this plan is void. Payment for the DDW Plan will not be accepted after the guest occupies the unit. If you decide not to purchase the DDW Plan, a Damage deposit will be added to the final balance. **To decline, you must strike through the charge on the front of the lease and initial.** Not all properties participate in this plan. Please check with reservationists. Once paid, the fee for this plan is not refundable.
8. **CHECK-OUT.** By 10:00 a.m., all keys, pool passes, parking passes, etc., are to be returned to **OUR OFFICE. IF CHECK-OUT HAS NOT OCCURRED BY 10:00 A.M., THE FULL DAILY RATE WILL BE DEDUCTED FROM YOUR DAMAGE DEPOSIT OR BILLED TO YOUR CREDIT CARD. YOU WILL STILL BE REQUIRED TO VACATE THE PROPERTY IMMEDIATELY.**
9. **CANCELLATIONS.** Refunds on cancelled reservations are made **ONLY IF THE UNIT IS RE-RENTED FOR THE FULL TERM RESERVED AND FULL PRICE RESERVED.** The refund is less 15% because of handling and rebooking charges (See Travel Interruption Insurance section).
10. **TRANSFERS.** No transfer will be made once the reservation has been confirmed.
11. **TRAVEL INTERRUPTION INSURANCE.** To make sure you have a relaxing, worry-free vacation, Coastline Realty offers CSA's Lodging Protection Plan to cover numerous events including illness, injury or death of you or a family member: hurricanes, and other defined perils. The insurance charges will be automatically added to the charges on your Lease Agreement. **If you choose NOT to purchase this optional insurance, you MUST decline this charge in your initial reservation deposit by checking and initialing where indicated on your Lease Agreement.** We recommend purchase of the insurance so you will be financially reimbursed in the case of a covered event. A brochure describing this service will be mailed to you with every Lease Agreement. **If you choose not to purchase the insurance, no refunds will be given in the event of cancellations, including hurricane evacuations.** Agent earns a commission on the travel insurance to cover extra administrative costs. Travel insurance cannot be added or deducted after your initial payment is made. Once paid it is not refundable.
12. **DEPARTURE CLEANING.** All of our rentals include departure cleaning (full weeks only). **We ask only that our rental families have all the dishes, cups & glasses cleaned and put away, all dirty linens removed from beds and placed in the entry/foyer area, and all garbage removed from the house and placed in a roll cart, or placed in an outside receptacle.** Our housekeeping staff will do the remainder for you! Each unit is inspected after every departure and renters may be charged for additional cleaning due to failure to meet the above listed requirements.
13. **TENANT DUTIES.** Tenant agrees to maintain the property in accordance with Section 42A32 of the Vacation Rental Act of the North Carolina General Statutes. Furthermore, Tenant agrees to: (1) Leave the property in the same condition as when tenancy began except for normal wear and tear; (2) Be financially responsible for any intentional damage to the property during their tenancy (i.e., damage not covered by Damage Deposit or Damage (Security) Deposit Waiver Plan); (3) To notify the Agent in writing of the need for replacement or repairs of smoke detectors; (4) Tenant agrees not to use the premises for any activity that violates any criminal law or governmental regulation. Tenants breach of any duty contained in this paragraph shall be considered material and shall result in termination of tenant's tenancy.
14. **AGENT DUTIES.** Agent and Property Owner agree to provide the property in a fit and habitable condition for a normal person as determined by local building codes and owner's tastes, and section 42A31 of the Vacation Rental Act. **Agent shall conduct all brokerage activities in regard to this Agreement without respect to the race, color, religion, sex, national origin, handicap or familiar status of any Tenant.**
15. **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 shall not be entitled to a refund if prior to taking possession of the Premises: (a) Tenant refused Insurance offered by the Agent that would have compensated Tenant for losses of damage resulting from loss of use of the Premises due to a mandatory evacuation order. (See Travel Interruption Insurance section.)
16. **EXPEDITED EVICTION.** If the 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 Tenant tenancy has expired; (b) commits a material breach of any provisions of 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.
17. **INDEMNIFICATION AND HOLD HARMLESS; RIGHT OF ENTRY; ASSIGNMENT.** Tenant agrees to indemnify and hold harmless Agent and the owner from and against any liability for personal injury or property damage sustained by any person (including Tenant's guests) as a result of any cause, unless caused by the negligent or willful act of Agent or the Owner, or the failure of Agent or the Owner to comply with the Vacation Rental Act. Tenant agrees that Agent, the Owner, or their respective representatives may enter the Premises during reasonable hours to inspect the Premises, to make such repairs, alterations, or improvements hereto as Agent or Owner may deem appropriate, or to show the Premises to prospective purchasers or tenants. Tenant shall not assign the Agreement to sublet the Premises in whole or part without written permission of the Agent.
18. **PETS.** Unless otherwise specifically permitted in this Agreement (including any addendum hereto), no pets shall be allowed on the Premises. Tenant's breach of this provision shall be considered material, and shall result in the termination of Tenant's tenancy. **For homes that allow pets, please note that Damage Deposit or Damage (Security) Deposit Waiver Plan does not include the non-refundable pet deposit per pet.**
19. **REPAIRS AND SERVICE CALLS.** We cannot guarantee against breakdown of air conditioning or other appliances. Please report any non-operative equipment to our office promptly. We will make every effort to have repairs done quickly and efficiently. Should a repairman make a call to a unit and find that the equipment is in working order and the problem was due to Tenant oversight or neglect, the charge for the service will be deducted from the damage deposit or charged to your credit card. **No rental refunds** will be made due to failure of air conditioning, other appliances or other items beyond our control.
20. **UNIT TELEPHONE.** Not all units have telephones. You are not allowed to charge long distance calls to the unit phone. You may, however, receive long distance calls, or you may place them using your calling card. Any call billed to the unit (including directory assistance) will be billed to you by Coastline Realty plus a \$10.00 service charge.
21. **HOUSE PARTIES.** Coastline Realty **DOES NOT ALLOW HOUSE PARTIES** organized to celebrate graduations, proms, weddings or gatherings of similar nature. If this occurs, the result will be eviction without refund.
22. **MINIMUM AGE.** Coastline Realty will only rent to persons 25 years of age or older. Minors must be chaperoned at all times or tenant is subject to immediate eviction. Coastline Realty reserves the right to check identification to verify age.
23. **LOCKOUTS.** If you lock yourself out of your unit and the Agent is called to open the door for you, there will be a \$25.00 service fee which will be due at the time of service.
24. Tenant understands and agrees that it is the Tenant's responsibility to ensure that all aspects of the property meet their standards through previewing the property or other means, because tastes, opinions, standards of living, and other expectations vary greatly from person to person. What may be "nice" to a reservationist, may be unsuitable to a Tenant with different standards. The Tenant understands that the property is privately owned, including furnishings, and neither Coastline Realty, nor the OWNER shall be responsible for providing any additional furnishings or equipment not available presently on the Premises. Certain areas, such as locked closets are reserved for the exclusive use of the OWNER and will not be available for the use of the Tenant. **DO NOT REARRANGE FURNISHINGS OR LEAVE ANY FURNISHINGS OUTDOORS (EXCLUDING DECK FURNITURE).**
25. Coastline Realty is not responsible for articles lost, stolen, or left behind in the rental units. Special arrangements must be made for the return of any item at guest's expense.

TENANT SIGNATURE: _____

DATE: _____