

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 your reservation, the Rental Agreement/Deposit Request must be signed and received back in our office no later than the requested date (Advance Required By) on the contract, along with the payment amount indicated on the contract (Advance Now Due), which will equal approximately half the reservation 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 (If accepted), 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 property 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 \$125.00 reservation processing fee (non-refundable). All fees are subject to Sales and Accommodation Tax. Either the Security Deposit Alternative Plan or a Security Deposit will apply. Other fees that may apply are: Optional Travel Protection Insurance, linen rentals, if requested, or beach/baby equipment rental, if applicable. **There will be a \$40 plus tax convenience fee added for more than 2 credit card transactions per reservation. _____ (Initial)**
6. **SECURITY DEPOSIT.** A Security 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. **SECURITY DEPOSIT ALTERNATIVE PLAN.** As a part of your stay, you may purchase the Security Deposit Alternative Plan designed to cover unintentional damages to the rental unit interior that occur during your stay. Tenant is responsible to notify the Agent in the event of unintentional damages and to document the occurrence **before the departure date.** If purchased, the plan will pay a maximum benefit of \$2500.00 towards any unintentional damages that occur. Any damages that exceed \$2500.00 or are not covered under this plan will be charged to the Tenants credit card on file. This plan does not cover malicious, reckless, negligent, or willful acts of the Tenant and others on the premises of the subject property. Agent will hold the Tenant responsible for any and all damages in excess of \$2500.00 This option is NOT available for Tenants exercising the option for wedding/event at a wedding/event friendly property. Once paid, this fee is non-refundable. **If you do not purchase this plan a Security Deposit is required.**
8. **CHECK-OUT PROCEDURES.** Check out by 10:00 AM, all tenant check-out duties (listed in #12 below) should be completed and all keys, pool passes/fobs, parking passes etc., are to be returned to **OUR OFFICE. IF CHECK-OUT HAS NOT OCCURRED BY 10:00 AM, THE FULL DAILY RATE WILL BE DEDUCTED FROM YOUR SECURITY DEPOSIT OR BILLED TO YOUR CREDIT CARD. YOU WILL STILL BE REQUIRED TO VACATE THE PROPERTY IMMEDIATELY.**
9. **TRANSFERS.** No transfer will be made at tenant's request once the reservation has been confirmed; however, agent reserves the right to relocate tenant should unforeseen circumstances render the property unsuitable for occupancy. Every effort will be made to contact tenant about relocation prior to arrival.
10. **TRAVEL PROTECTION INSURANCE.** Vacation Rental Insurance has been made available with your reservation, if you choose. The Insurance provides coverage for the loss of prepaid, nonrefundable expenses due to certain unforeseeable circumstances that may jeopardize your vacation investment and force you to incur unplanned expenses. We strongly recommend you purchase this valuable protection. **You can choose the coverage by initialing to accept it on your initial reservation form.** It will then be added to your reservation. Separate terms and conditions apply, read your Description of Coverage/Policy carefully and contact Generali at (866) 999-4018 with coverage questions. **If you choose not to purchase the insurance, no refunds will be given by us in the event of cancellations, including but not limited to hurricane evacuations.** Agent earns a commission on the insurance to cover extra administrative costs. Once paid it cannot be refunded unless it is within 10 days of your initial premium payment.
11. **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 Protection Insurance section.)
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, utensils, pots / pans, 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, or if property is left in an abnormal dirty condition.
- * 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 Security Deposit or Security Deposit Alternative 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. **Smoking is NOT allowed** in any of the properties or in any situation that will allow smoke to enter the property. Guests will be held accountable for all costs associated with cleaning to remove smoke odors, any losses incurred by Property Owner and/or Agent, and a \$300.00 violation fee will be charged. Failure to adhere to this NO SMOKING policy shall also result in immediate eviction without refund. Tenant's breach of any duty contained in this paragraph shall be considered material and may result in termination of tenant's tenancy, deduction from tenant's credit card for actual damage costs and/or forfeiture of Security Deposit. _____ **(Initial)**
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 familial status of any Tenant.**
15. **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.
16. **INDEMNIFICATION AND HOLD HARMLESS; RIGHT OF ENTRY; ASSIGNMENT.** Tenant agrees to indemnify and hold harmless Agent/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 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. We have tried to provide accurate information on our website pertaining to each property. Agent cannot be responsible for errors, omissions, changes in prices or withdrawal of property from market.
- * 17. **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 eviction and/or a \$1000 fine. For homes that allow pets, dogs are the only type of pet that is allowed. Tenant must pay the fee for **EACH** pet brought onto the property. Please note that Security Deposit or Security Protection Plan does **not** include the non-refundable pet deposit per pet. _____ **(Initial)**
- * 18. **REPAIRS AND SERVICE CALLS.** We cannot guarantee against breakdown of appliances or equipment, including, but not limited to air conditioning, elevators, pools or hot tubs, kitchen or laundry appliances, etc. 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 security deposit or charged to your credit card. **No rental refunds** will be made due to failure of air conditioning, elevators, pools, hot tubs, other appliances or other items beyond our control, including but not limited to, noise from neighboring properties. Agent cannot guarantee that the tenant's vacation stay is flawless or that the Property and its amenities are flawless. _____ **(Initial)**
19. **UNIT TELEPHONE & TV's.** 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. **For TV's,** please be advised that you are **NOT** to attempt to upgrade any TV Channel packages for this property. If it is found that during your stay period you violated this rule, you will be charged triple cost as damages and re-programming fees.
20. **HOUSE PARTIES.** Coastline Realty **DOES NOT ALLOW HOUSE PARTIES** organized to celebrate graduations, proms, weddings (unless the property states weddings are allowed and the appropriate wedding fee has been paid) or gatherings of similar nature. If this occurs, the result will be eviction without refund.
21. **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.
22. **LOCKOUTS.** If you lock yourself out of your property 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.
23. 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 prior to booking, 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).**
24. 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.
- * 25. **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% due to handling and rebooking charges (See Travel Protection Insurance section). Due to the unique nature of renting private homes verses Hotels, if a tenant takes a property off the market (reserves it) for a period of time and then cancels (does not fulfill their obligations), the Owner could suffer financial damages due to not being able to re-rent the property for the week or days reserved by tenant. _____ **(Initial)**

TENANT SIGNATURE: _____

DATE: _____