

# Treasure Realty, Inc.

## VACATION RENTAL AGREEMENT

**This is a Vacation Rental Agreement under the North Carolina Vacation Rental Act (NCVRA). 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.**

### **PLEASE REVIEW THE FOLLOWING INFORMATION CAREFULLY!**

If you agree to the terms and conditions of this Agreement and desire to complete your reservation, please sign the *Reservation Confirmation* and this *Vacation Rental Agreement* and return them along with your Advanced Rental Payment *Amount Now Due* within 3 *days* of the date your reservation was made. The *REMAINING BALANCE* must be received by the due date indicated on your Reservation Confirmation.

### **IMPORTANT**

**This Vacation Rental Agreement and the corresponding Reservation Confirmation *MUST* both be signed prior to granting occupancy.**

**Treasure Realty, Inc.**  
**Vacation Rental Agreement (TRVRA)**  
**Terms and Conditions**

In consideration of the advance rent payment received and the mutual promises herein, the Owner of the subject Property, through Treasure Realty, Inc., Agent, does hereby lease and rent to Tenant the certain Property described within for the following terms and conditions:

**1. IDENTIFICATION**

For the purpose of this Agreement the Guest, Renter, or Tenant shall be referred to as “You” or “Tenant,” whether singular or plural. The Vacation Home shall be referred to as the “Property.” The terms “We” and “Agent” refers to Treasure Realty, Inc. The term “Owner” refers to the owner of record of the Property. The abbreviation “NCVRA” refers to the North Carolina Vacation Rental Act. The Treasure Realty Vacation Rental Agreement is referred to as “TRVRA” or the “Agreement.” The Agreement includes the specific Property Reservation Confirmation which specifies the Property address, occupancy dates, rental charges, due dates, and associated fees.

**2. AGENCY**

In accordance with the National Association of Realtors Standards of Practice and Code of Ethics, it is disclosed that Treasure Realty, Inc. has a contractual relationship with the Property Owner, and therefore represents the interests of the Property Owner. As the Agent of the Owner, Agent is required by contract and North Carolina State Law to follow the lawful instructions of the Owner. Tenant also acknowledges that the Owner of the Property may be a licensed real estate agent.

**3. RULES, REGULATIONS, and POLICIES**

By signing this Vacation Rental Agreement, the Tenant certifies that Tenant has read, understands, and will abide by all rules, policies, regulations of the Agreement, Treasure Realty, Inc., and those peculiar to the subject Property, including but not limited to any and all Homeowners Association rules and fees, and all city, county, and State ordinances. Additional policies may be posted at the Property. Tenant understands and agrees that failure to abide by the above stated may result in expedited eviction and loss of all monies without recourse or refund.

**4. RESERVATION**

If you agree to the terms and conditions of this Agreement and desire to complete your reservation, please sign the Reservation Confirmation and this Vacation Rental Agreement and return them along with your Advanced Rental Payment Amount Now Due within 3 days of the date your reservation was made as indicated on the Reservation Confirmation. The REMAINING BALANCE must be received by the due date indicated on your Reservation Confirmation. IMPORTANT: This Rental Agreement and the corresponding Reservation Confirmation must be signed prior to granting occupancy. Any Balance Due, including all other charges, is due 30 days prior to your arrival date. No checks will be accepted at time of check-in for rent, security deposits, or other fees of any kind.

Reservations made within 30 days of the arrival date must be paid in full via cash, credit card, certified check, or money order. Payment must be in U.S. Funds. Treasure Realty, Inc. accepts MasterCard, Visa, and Discover. Any and all advanced sums will be deposited by the Agent in an interest bearing account at First Citizens Bank at 960 Highway 210, Sneads Ferry, North Carolina 28460. The Tenant expressly authorizes the Agent to do so and to disburse said sums, prior to Tenants possession in accordance with 42A-16 of the North Carolina Vacation Rental Act.

It is understood and agreed that any and all accrued interest on said sums shall inure to the benefit of Treasure Realty, Inc.

## 5. CHECK-IN / CHECK-OUT Procedures

CHECK-IN begins at 4:00 p.m. on the date of your arrival as indicated on your Reservation Confirmation.

In such case that the Tenant arrives after published check-in office hours, a check-in packet including these items will be left in the box labeled "LATE ARRIVALS" located outside of the Treasure Realty rental office entrance door. After-hours check-in is only available if the reservation is paid in full and the Rental Agreement has been returned and properly signed.

Due to the size and complexity of the properties in our program, our housekeepers and inspectors will use every minute of the 10:00 a.m. to 4:00 p.m. window to ensure the proper preparation of your vacation Property. Treasure Realty, Inc. makes every effort to ensure all Properties are clean and ready for occupancy by 4:00 p.m. Please do not go by the Property prior to check-in.

In unusual circumstances it may be necessary to delay occupancy beyond 4:00 p.m. to ensure that the Property is prepared to reasonable standards. No refunds or discounts will be considered in the unlikely event of such a delay.

CHECK-OUT: Check-out time is no later than 10:00 a.m. on your departure date. Tenant check-out duties should be completed and the Property keys, passes and other rental items returned to our office. **Fees of up to \$300.00** may be assessed for failure to return these items to the rental office at check-out. If you plan to leave before the rental office opens, please drop your keys and other rental packet items through the vertical opening in the window labeled "Key and Packet Drop" located in the window to the right of the Rental Office entrance door.

### Check-out duties include:

- Please wash all dishes, cookware, and utensils. Empty the dishwasher and return all items to their proper place.
- Remove all food and beverages from the Property. Check the refrigerator and freezer. Please return all Furniture to its original location.
- If you rented linens, please return them to the container in which they were delivered and place them inside the main entryway.
- Put all trash in plastic bags and place in outside trash containers. Please take care to follow the procedures for trash removal posted at the Property or instructions given for your Property at check-in. Please check to make sure that you have not left any personal items in the Property.
- Before leaving make certain that all windows and doors are shut and locked and that all the lights are turned off.
- Document and report any unreported damage or maintenance needs.
- Return all Keys and Passes to the Treasure Realty Rental Office
- Tenant's failure to fulfill check-out duties may affect your security deposit or result in charges to your credit card.

## 6. CANCELLATIONS BY TENANT

Should Tenant have to cancel for any reason, the Tenant must notify Agent immediately in writing (by fax 910-327-2035, via email at [cancellations@treasurerealty.com](mailto:cancellations@treasurerealty.com), or by US Mail at PO Box 389 Sneads Ferry, North Carolina 28460). Tenant acknowledges that cancellation by the Tenant does not relieve the Tenant from the specific terms of the Agreement. However, Treasure Realty, Inc will make every effort to re-rent the Property for the specified period. If the Property is re-rented for the specified period, advanced rent payments will be refunded to the Tenant less a cancellation fee (up to 15% of the gross rental amount), less any discounts/expenses required to re-rent and less the Travel Insurance Premium (for more information on the Travel insurance Premium, see paragraph 13 of this Agreement). Failure to cancel in writing may result in charging the final payment to the Tenant's credit card.

If the Property is not re-rented, Tenant will not be entitled to reimbursement for any advance rent payment. Agent will not be responsible for reimbursing for any fees that have already been paid out or are due a third party. The Tenant must seek reimbursement directly from the third party.

The Tenant is responsible to verify that the cancellation notification has been received by the Agent.

## **7. CANCELLATIONS BY THE AGENT**

In the event that your Property becomes unavailable prior to your occupancy, the Agent will notify you promptly, and will make every effort to locate a comparable property. If we are unable to locate a comparable property that is acceptable to you, the Agent will cancel your reservation and refund 100% of your advance rental payments. If you agree to substitute a comparable property, you agree to pay any increase in rental charges associated with that property.

In the event Tenant agrees to accept a comparable property, or if Tenant's reservation is cancelled and all advance rental payments are refunded to Tenant, neither the Agent nor the Owner will be liable for any damages of any sort incurred by Tenant as a result of such substitution or cancellation.

Agent reserves the right to automatically cancel a reservation if the Advance Amount Due is not paid within 3 days of the date the reservation is made. Agent also reserves the right to automatically cancel a reservation if full payment is not received at least 30 days prior to the arrival date.

In the event of a cancellation by the Agent for failure of Tenant to pay in full in a timely manner, the Tenant acknowledges that all monies are still due and payable. Treasure Realty, Inc will make every effort to re-rent the Property for the specified period. If the Property is re-rented for the specified period, advanced rent payments will be refunded to the Tenant less a cancellation fee (up to 15% of the gross rental amount), less any discounts/expenses required to re-rent and less the Travel Insurance Premium (for more information on the Travel insurance Premium, see paragraph 13 of this Agreement). If the Property is not re-rented, Tenant will not be entitled to reimbursement for any advance rent payment. Agent will not be responsible for reimbursing for any fees that have already been paid out or are due a third party. The Tenant must seek reimbursement directly from the third party.

## **8. TRANSFER OF THE PROPERTY**

Section 42a-19(a) of the NCVRA provides that if the Property is voluntarily transferred by the Owner, Tenant has the right to enforce the Vacation Rental Agreement against the grantee of the Property if the vacation is to end one hundred eighty (180) days or less after the date the grantee's interest in the Property is recorded by the Register of Deeds Office.

If the vacation rental is to end more than one hundred eighty (180) days after recordation of the grantee's interest in the Property, the Tenant has no right to enforce the terms of the Agreement unless the grantee agrees in writing to honor the Agreement, but the Tenant is entitled to a full refund of any payments he or she has made. If the grantee does not retain Treasure Realty, Inc as his Agent, each Tenant will be notified in writing of the Property transfer, the grantee's name and address, and the date the grantee's interest was recorded. Notice will be given within ten days of Property transfer. If the Owner's interest is involuntarily transferred to another prior to the Tenant's occupancy of the Property, the Agent shall refund to the Tenant any payments made by the Tenant within sixty (60) days after the transfer.

## **9. LIMITATIONS ON NON-FAMILY GROUPS**

Agent is authorized to rent to family groups and to those non-family groups where the majority of the occupants are age 25 and older. IDs must be furnished upon request. If the group occupying the Property is found to violate these limitations, that would be a material breach of this Agreement and constitute grounds for expedited eviction without refund in accordance with Article 4 of the NCVRA.

Weddings, wedding receptions, and other group events may not be held on the Property without prior approval of the Owner or the Agent.

## 10. MAXIMUM OCCUPANCY

You are responsible for knowing and respecting the occupancy limits of your Property. The occupancy limits are listed on your Reservation Confirmation. If this legal occupancy limit is exceeded, you may lose your rental rights with a complete forfeiture of all advance rental payments and be subject to expedited eviction (42-A-23 NCVRA).

## 11. SECURITY DEPOSIT or Security Deposit Waiver Fee (SDWF) REQUIREMENTS

The Agent requires the Tenant to choose one of the following options to secure the Property against damages.

**Option A: Security Deposit** – Each Property requires a refundable security deposit amount not more than twice the weekly rental amount. The Security Deposit for the specific Property can be found on the TRVRA Reservation Confirmation Sheet. Security deposits will be held in an interest bearing account at First Citizens Bank at 960 Highway 210, Sneads Ferry North Carolina 28460 with all interest earned inuring to the benefit of Treasure Realty, Inc. The Property will be carefully inspected upon Tenant's departure. Within 45 days of departure, the security deposit will be mailed to the Tenant LESS expenses for damages and charges and fees left unpaid as allowed by Section 42A-18(a) of the NCVRA. Damages and fees for which security deposit funds may be withheld include, but are not limited to: damages; missing Property items; unpaid fees, charges, or taxes; unreturned/missing keys or Property passes; excessive cleaning requirements; damage attributable to pets, damage attributable to use of tobacco or tobacco products; long distance or per charge telephone calls; cable television charges incurred by the Tenant; any and all other damages to the Property, common areas, or appurtenant areas caused by the Tenant, their guest or invitees; and any other damages covered under article 6 of the NCVRA.

**Option B: Security Deposit Waiver Fee (SDWF)** – The Agent offers to Tenant the option to waive the security deposit requirement by agreeing to pay a non-refundable Security Deposit Waiver Fee (SDWF). Choosing this option will hold the Tenant harmless for incidental and accidental damages to the subject Property which occur during the occupancy up to \$2500.00. Tenant is responsible to notify the Agent in the event of incidental or accidental damages and to document the occurrence before the departure date. Agent will assume responsibility to effect suitable repairs or replacements under OPTION B (SDWF). Tenant will assume responsibility to document and notify each occurrence in a timely manner (within 24 hours of the occurrence and prior to departure time and date).

Tenant understands and agrees that the OPTION B (Security Deposit Waiver Fee) in no way excuses or relieves the Tenant from Tenant Obligations enumerated in this Agreement and the NCVRA respecting maintaining the Property. The Agent will hold the Tenant fully responsible for 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. The OPTION B (SDWF) will be administered under the guidelines of the program brochure provided by Treasure Realty to the tenant prior to occupancy of the Property.

The TRVRA Reservation Confirmation sheet will automatically assume OPTION B (Security Deposit Waiver Fee). If the Tenant prefers OPTION A – Security Deposit, Tenant is required to indicate that he is declining this choice on the Reservation Confirmation by initialing in the space provided. After the signed Reservation Confirmation is received by the Agent, a revised Reservation Confirmation will be sent to the Tenant reflecting the adjusted balance due including the new Security Deposit amount. The OPTION B (SDWF) is not available for Tenants exercising the option for wedding/event at a wedding/event friendly Property.

## 12. MANDATORY EVACUATIONS

According to the NCVRA 42A-36, if State or local authorities, acting pursuant to Article 1A of Chapter 166A of the General Statutes, order a mandatory evacuation of an area that includes the residential Property subject to a vacation rental, the Tenant under the vacation rental Agreement, whether in possession of the Property or not, shall comply with the evacuation order.

The Tenant agrees to follow the Check-out procedures outlined in section 5 of this Agreement in the event of a mandatory evacuation order. Tenant agrees to return only when the evacuation order has been lifted and after contact with the Agent has been made to confirm availability of the Property. If occupancy is authorized to resume, check-in procedures will be followed as outlined in section 5 of this Agreement.

The NCVRA provides that the Tenant shall not be entitled to a refund if: (i) prior to the Tenant taking possession of the Property, the Tenant refused insurance offered by the Agent that would have compensated the Tenant for losses or damages

resulting from loss of use of the Property due to a mandatory evacuation order; or (ii) the Tenant purchased insurance offered by the Agent. The insurance offered shall be provided by an insurance company duly authorized by the North Carolina Department of Insurance, and the cost of the insurance shall not exceed eight percent (8%) of the total rent charged for the vacation rental to the Tenant (1999-420, s. 1; 2005-292, s. 3.).

Tenant acknowledges that the Agent has offered insurance prior to occupancy which meets the conditions stated above and further explained in paragraph 13 of this Agreement.

### **13. CSA TRAVEL PROTECTION INSURANCE**

Be advised that under Section 42A-36 of the North Carolina Vacation Rental Act (NCVRA), when under order of mandatory evacuation, the Tenant is not entitled to a refund from the Owner if prior to taking possession of the Property the Tenant refuses insurance offered to him that would have compensated him for losses or damages resulting from loss of use of the Property due to a mandatory evacuation order.

Vacation Rental Insurance has been made available with your reservation. Vacation Rental Insurance provides coverage for 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. Separate terms and conditions apply. Read your Description of Coverage/Policy and contact CSA at (866) 999-4018 with coverage questions.

Treasure Realty, Inc. offers travel insurance which provides compensation for Tenant losses or damages resulting from loss of use of the Property due to mandatory evacuation order. The TRVRA Reservation Confirmation sheet automatically includes the premium for this insurance for the subject Property. Tenant may DECLINE this offer by initialing in the space provided. If CSA Insurance is declined, upon receipt of your signed Reservation Confirmation, an adjusted Reservation Confirmation will be sent to you reflecting the new balance due.

If not specifically declined, the Tenant agrees to accept the insurance administered by CSA Travel Protection. More complete information concerning coverage and claims is provided at [www.csatravelprotection.com](http://www.csatravelprotection.com) or contact CSA Travel Protection at 866-999-4018. Tenant understands and agrees that, once accepted, this travel interruption insurance is non-refundable under any circumstance.

The insurance offered is provided by an insurance company duly authorized by the North Carolina Department of Insurance, and the cost of the insurance shall not exceed eight percent (8%) of the total rent charged for the vacation rental to the Tenant. (1999-420, s. 1; 2005-292, s. 3.) The Tenant understands and agrees that the Agent receives a compensation fee associated with the administration of this insurance program.

### **14. ADVANCE PAYMENT USES**

Pursuant to Section 42A-16 of the NCVRA, Agent acting on behalf of Owners may disburse prior to occupancy of the Property up to fifty percent (50%) of the total rent paid in advance for fees owed to third parties for goods, services or benefits processed by the Owner or Agent acting on behalf of Owner for the benefit of the Tenant, including but not limited to administrative fees.

Any funds remaining after an advance disbursement shall be retained in its trust account and not disbursed until the occurrence of the first of the following events; (1) the commencement of the tenancy; (2) the Tenant commits a material breach, in which case an amount sufficient to defray actual damages suffered as a result of the breach; (3) the money is refunded to the Tenant; or (4) if the funds are transferred upon the termination of the Owner's interest in the Property.

### **15. FEES**

Tenant understands and agrees to the following fees and charges:

- 1) Non Refundable reservation fee - \$70.00 plus tax;
- 2) Late payment fee - \$25.00;
- 3) Late check-out fee of up to \$500.00 per hour;

- 4) Returned check fee - \$25.00;
- 5) Fee for rental items not returned to our office - \$15.00-\$300.00.
- 6) Pet Fee - If your Property accepts pets, there is a non-refundable fee of at least \$200.00 per pet.
- 7) Hot Tub Activation - Properties that have a hot tub require at least a \$70.00 hot tub activation fee for activation in the mid-season and off-seasons.
- 8) Pool Heat - All heated pools carry at least a \$150.00 heating fee. Heated pools are not heated earlier than May 1st or after October 31st.
- 9) Wedding Fees: Some of our Properties will allow weddings. There is a \$1500.00 minimum refundable wedding damage deposit and a \$500.00 minimum wedding charge. All weddings must be approved through the Agent in writing.
- 10) Event Fees: Some of our Properties will allow special events to be held on the Property. There is a \$1500.00 minimum refundable damage deposit and a \$500.00 minimum event charge. All events must be approved through the Agent in writing.

## **16. PETS**

Properties allowing pets are limited to housebroken domestic animals. The rental rate will increase by at least an additional \$200.00 per pet as a nonrefundable fee on all reservations allowing a pet. Tenant agrees to disclose the breed, weight, and condition of each pet and agrees that the Agent may refuse to allow pet occupancy on any of these grounds.

A pet of any kind on the premises including exterior, decks, garages, etc. of a non-pet Property is absolutely prohibited and is grounds for expedited eviction of the entire party and forfeiture of all monies paid as provided in the NCVRA. Tenant understands and agrees that a violation of the pet policy may result in fees of not less than \$300 and include additional charges for costs associated with pest control, carpet cleaning or replacement, furniture cleaning or replacement. Tenant accepts that these damages and proper remediation can routinely cost thousands of dollars. In addition to these costs, the Tenant agrees to be held responsible for any lost rents experienced by the Owner the following week due to the extensive time that may be needed to complete remediation, cleaning, and treatments. Proof of pet removal must be provided by the Tenant when violation has occurred if occupancy is to continue.

Tenants with authorized pets understand and agree to properly clean the Property prior to departure/check-out. Tenant is advised that local ordinances require pets to be leashed on the beach and for excrements to be removed from the beach by the owner. Under no circumstance shall the Tenant be relieved of responsibility for damages caused by pets, irrespective of additional fees paid for the privilege of bringing a pet.

## **17. FIREARMS**

Absolutely no firearms of any kind are allowed in the Property. Please understand that the Tenant will immediately lose his rental rights and be subject to expedited eviction with no refunds of all rental monies if a firearm is discovered on the premises. Tenant understands and acknowledges that any firearm found on the Property or left on the Property will be removed by the appropriate authorities.

## **18. TAXES**

All taxes are at the rates applicable at the time of the Rental Agreement. Taxes will be disbursed to the taxing bodies, i.e. Onslow County, Pender County, Town of Surf City, Town of North Topsail Beach, and the State of North Carolina upon termination of the tenancy or material breach of the Agreement. The tax rates may change without notice and increases will be the responsibility of the Tenant.

## **19. MAINTENANCE OF RENTAL PROPERTY**

Owner/Agent Obligations - Owner or Agent is to comply with all applicable housing and building codes and to provide and present the Property in a fit and habitable condition and provide operable smoke detectors. Pursuant to 42A-17(b) of the NCVRA, if at the time the Tenant is to begin occupancy of the Property, the Owner or Agent cannot provide the Property in a fit and habitable condition or substitute a reasonably comparable Property in such condition, the Owner or Agent shall refund to the Tenant all payments made by the Tenant.

Tenant/Guest Obligations - In accordance with the NCVRA, the Tenant is to:

- 1) Keep the Property, common areas, and appurtenant areas clean, safe, and sanitary.
- 2) Dispose of all ashes, rubbish, garbage, and other waste in a clean and safe manner.
- 3) Keep all plumbing fixtures clean.
- 4) Not deliberately or negligently destroy, deface, damage, or remove any part of the Property or render inoperable the smoke detectors.
- 5) Be responsible for all damage, defacement, or removal of any property inside the Property that is in his or her exclusive control.
- 6) Immediately notify the agent in the event repairs or replacement of smoke detectors or carbon monoxide detectors are needed.
- 7) Additionally, the Tenant agrees to: (i) leave the Property in the same or better condition as when tenancy began except for normal wear and tear, (ii) be financially responsible for unwarranted or unneeded service calls and service calls caused by Tenants misuse of the Property, (iii) report any and all problems to Treasure Realty, Inc. immediately (within 24 hours or prior to departure), (iv) not to allow any member of their party to walk on, play on, or in any way disrupt the sand dunes of Topsail Island, (each town has a fine for this action), (v) not to enter Owner's private storage spaces, (vi) to abide by occupancy limits of the Property at all times.
- 8) The Tenant will be the sole contact person in regards to this Agreement and the tenancy. Such Tenant is responsible for the adherence of all other occupants, visitors, or guests of the Tenant to this Agreement.
- 9) Tenant will be held liable for extra cleaning charges and for damages involved in Smoking inside a Non-Smoking Property. Tenant understands that ALL properties are non- smoking properties. (See #27)
- 10) Refrain from taking glass containers onto the beach areas.
- 11) Comply with any and all other instructions, regulations, or guidelines communicated by the Agent as well as all local ordinances and Homeowners Association rules.

## **20. REFUNDS POLICY - EQUIPMENT MALFUNCTION / NUISANCES.**

Treasure Realty, Inc. will make every effort to ensure that Tenant's stay is safe, comfortable, and enjoyable. The Agent cannot guarantee that the Tenant's vacation stay is flawless or that the Property and its amenities are flawless. However, Treasure Realty, Inc. will make reasonable efforts to respond to deficiencies and malfunctions in the Property and its amenities.

Tenant understands and agrees that NO refunds, discounts, or transfers will be made for any reason other than those specifically provided for in this Agreement. Additionally, Tenant agrees that NO refunds, discounts, or transfers will be granted for the malfunction of any appliance or amenity, inclement weather, mechanical breakdowns, construction noise, or other adverse circumstances beyond our control. Further examples of circumstances which WILL NOT result in any refund, discount, or alternate Property, etc. include but are not limited to: breakdown of air conditioners; TV's, VCR's, DVR's, DVD's or other electronics or appliances which malfunction, disruption of use or access to the beach due to nature or construction; presence of insects; disruption of utility services including cable, internet, water, electric satellite; a Property not decorated/accommodated/improved/updated to Tenant's tastes; problems which have not yet been reported to Agent; bad weather; or noisy neighbors. The incidental presence of pests or bugs which do not render the Property unfit or uninhabitable will not present cause for refunds, discounts, or transfers.

Tenant agrees to report any and all problems to Treasure Realty, Inc. as soon as is practical. The agent agrees to make every effort to resolve the reported problem as quickly as possible, however, cannot guarantee when the problem will be resolved. Speed of service cannot be guaranteed. Tenant understands and agrees that emergency repair and service calls will be returned promptly and that the urgency of any problems and its resolution will be solely determined by the Agent. Calls deemed to affect non-essential services will be returned the following business day. In cases of medical or fire emergencies the Tenant will call 911 emergency services.

Tenant understands and agrees that it is Tenant's responsibility to ensure that all aspects of the Property meet their personal standards prior to confirming the reservation through previewing the Property or by other means. No refunds, discounts,

or transfers will be considered in such cases. Tastes, opinions, standards of living, and other expectations vary greatly from person to person. No refunds will be granted for occasions when actual Property amenities or furnishings are different from those advertised.

## **21. LOCK OUT POLICY**

In the event you are locked out during your vacation, you may come to our office to borrow a key, which must be returned immediately. If we have to bring the key to you there will be (a) a \$20.00 cash fee during business hours; (b) a \$50.00 fee after-hours which must be paid directly to that agent in cash prior to your receipt of the key.

## **22. TELEPHONE USE / PAY PER VIEW / INTERNET**

Most Properties are equipped with "call blocking service" which blocks long distance or collect calls. You will be able to utilize a calling card or major credit card to make long distance calls. If your rental Property does not subscribe to a blocking service and long distance calls are placed, the fee plus a \$20.00 usage fee will be charged in accordance with the NCVRA. Pay per views are prohibited. If charges are incurred the tenant will be charged the fees along with a \$50 service fee. Tenant agrees internet access is limited to lawful use and downloads. Violators are subject to prosecution, civil action, fine and fees.

## **23. EXPEDITED EVICTION**

Pursuant to Section 42A-23, any Tenant who leases residential property subject to a vacation rental Agreement for 30 days or less may be evicted and removed from the Property in an expedited eviction proceeding brought by the landlord, or real estate broker as agent for the landlord 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 this 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 this Agreement, or (4) Has obtained possession of the Property by fraud or misrepresentation.

## **24. PERSONAL PROPERTY**

Treasure Realty, Inc. cannot be held responsible for personal property during your stay or items left behind following departure. Please call us immediately to report items you have left, and we will try to locate the items. If you request, items turned in by housekeeping will be returned to you via US Postal Service with shipping charges and a \$25.00 processing fee charged to the Tenant's credit card. Tenant agrees that unclaimed items may be donated to charity after 14 days.

## **25. ERRORS AND OMISSIONS**

While the Agent makes every effort to ensure that information published for a Property is current, occasionally we are not fully informed of changes made by the homeowners or changes to the Property have not yet been reflected in Property information publications. Tenant understands that the Agent will not be held responsible for such changes, variations, omissions or errors relating to the subject Property.

## **26. INDEMNIFICATION AND HOLD HARMLESS**

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 negligent or willful act of Agent or the Owner, or the failure of Agent or the Owner to comply with the NCVRA.

## **27. SMOKING**

Please consider any/all properties as non-smoking. Any extra cleaning due to removing smoke odor will be at the expense of the Tenant plus a \$250.00 smoking penalty. Smoking is permitted on decks unless otherwise expressly prohibited. Tenants agree to do so responsibly.

## **28. FIREPLACES**

Most fireplaces are for aesthetics only and are not functional. Those which are functional are only available in winter months and are non-operational in spring, summer or early fall.

## 29. LINENS

Some properties provide linens for the rental period. For those which do not, you may rent the linens or bring your own. Please be informed that, when renting linens, the beds will not typically be made upon your arrival without a request and an additional charge. Beds will be supplied with bedspreads or comforters. Any and all damages caused to the linens will be charged to the Tenant.

## 30. POOLS and HOT TUBS

Most pools are open from Memorial Day to Labor Day. However, pool opening/closing dates are subject to change without notice and without recourse or refund. Pools and Hot tubs are to be used strictly at Tenants own risk. Tenant releases the Agent/Owner from all liability for any injuries or death resulting from use of pool/hot tub. Agent/Owner will assume no responsibility for supervising the existence, frequency, or adequacy of pool/hot tub maintenance. Inadequately maintaining pool/hot tub can cause viral or bacterial illnesses that could be life threatening under various circumstances. **No animals are permitted in Pools or Hot Tubs.**

Agent/Owner does not inspect or test the pool/hot tub for presence of health threatening organisms. When Tenants use pool/hot tub they assume risk of illness and release Agent/Owner from any liability for injury or damages resulting from the use of pool/hot tub. Absolutely no alcohol, pets, diving, diapers, or urination are permitted in hot tubs or pools. No children under age 14 or pregnant women are permitted in hot tubs. Pool/ Hot tub fee may apply on some Properties.

Pools will not heat the water more than 10 degrees over the air temperature outside. Accordingly, pools are not heated earlier than May 1st or after October 31st.

## 31. GRILLS

Fire code dictates there are to be no grills on any decks, near siding and/or under the home. Tenant should not assume grills are present, functional, or permitted at any Property. Grills can be rented through independent service providers. If a grill is present and functional, Tenant is responsible for grilling tools, gas tanks, charcoal/lighter fluid and assumes full responsibility for any damages to the grill or resulting from use of a grill. Tenant is responsible to thoroughly clean grills upon departure.

## 32. LEGALLY BINDING

Tenant agrees to abide by and fulfill all parts of this Agreement, all additional published policies, rules, regulations and addenda to this Agreement, and furthermore agrees that it is a legally binding agreement. If Tenant does not understand any portion of this Agreement, Tenant should consult an attorney. All parties agree that in the event of a dispute, the Agreement will be interpreted in accordance with North Carolina law.

Should the Agent or Owner be forced to resort to the employment of legal counsel, litigation, or professional collection services in the collection of any amounts due the Agent under this Agreement or defend an action under this Agreement, the Tenant shall be responsible for all costs associated with such. In the event of a lawsuit or other legal proceeding, all parties agree that such actions shall be held in the venue of Onslow County, North Carolina.

## 33. MISCELLANEOUS.

1) Tenant acknowledges that they may not have possession of the premises until the full rental amount set forth herein has been paid.

2) Tenant shall not assign this Agreement or sublet the Property in whole or part without written permission of Agent.

3) Tenant agrees that Agent, the Owner or their respective representatives may enter the Property during reasonable hours to inspect the premises, to make such repairs, alterations, or improvements thereto as the Agent or the Owner, or to show Premises to prospective purchasers or Tenants.

4) 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.

5) The Tenant understands and agrees that the Agent retains fees and receives compensation associated with administration of programs including but not limited to CSA Travel insurance, the Security Deposit Waiver Fee, and the provision of specialty services.

6) This Agreement shall be treated as though it was executed in the County of Onslow, State of North Carolina, and were to have been performed in the County of Onslow, State of North Carolina. Any action relating to this Agreement shall only be instituted and prosecuted in courts of Onslow County, State of North Carolina. Tenant specifically consents to such jurisdiction and to extraterritorial service of process.

### 34. SIGNATURES

By my signature, I acknowledge that I have read and agree to abide by the conditions set forth in this rental Agreement and all policies, regulations, and rules set forth by Treasure Realty, Inc. as the Agent for the Owner. I further understand and agree that a breach of any items contained within the above referenced documents may result in my eviction without refund. I understand that Treasure Realty, Inc has made every effort to provide accurate information, however, in the event of errors, omissions, any changes by Treasure Realty, Inc. or the Property Owner, I agree not to hold Treasure Realty, Inc. or the Property Owner responsible or liable.

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Tenant / Responsible Party Date

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Agent, Treasure Realty, Inc. Date

Reservation ID: \_\_\_\_\_ (This Reservation ID is located on the top right box of the Reservation Confirmation)

If you agree to the terms and conditions of this Agreement and desire to complete your reservation, please 1) sign the **Reservation Confirmation** and this **Vacation Rental Agreement** and 2) return them both along with your Advanced Rental Payment **Amount Now Due** within **3 days** of the date your reservation was made. You may use the enclosed addressed envelope. The **REMAINING BALANCE** must be received by the due date indicated on your Reservation Confirmation.

## IMPORTANT

This Treasure Realty Vacation Rental Agreement and the corresponding Reservation Confirmation **MUST** be signed prior to granting occupancy.