

# Blue Water Realty

## Vacation Rentals and Sales

BlueWaterRealtyInc.Com

1000 S. Lake Park Blvd  
Carolina Beach NC 28428

THIS IS A VACATION RENTAL AGREEMENT UNDER THE NORTH CAROLINA VACATION RENTAL ACT. THE RIGHTS AND OBLIGATIONS OF THE PARTIES TO THIS AGREEMENT ARE DEFINED BY LAW AND INCLUDE UNIQUE PROVISIONS PERMITTING THE DISBURSEMENT OF RENT PRIOR TO TENANCY AND EXPEDITED EVICTION OF TENANTS. YOUR SIGNATURE ON THIS AGREEMENT, OR PAYMENT OF MONEY OR TAKING POSSESSION OF THE PROPERTY AFTER RECEIPT OF THE AGREEMENT, IS EVIDENCE OF YOUR ACCEPTANCE OF THE AGREEMENT AND YOUR INTENT TO USE THIS PROPERTY FOR A VACATION RENTAL.

**Travel Insurance:** Travel Guard Travel Insurance is automatically added to your Rental Agreement. This plan is optional but we strongly recommend it.

**Accidental Rental Damage Insurance:** The cost for the plan is included in your rental cost. The plan covers most accidental damage to the premises up to \$1,500 due to your inadvertent Acts of Omissions. The Accidental Rental Damage Insurance protects you from accidental damage, which results from an accident within the unit. The Deposit Waiver does not cover negligent or willful and wanton conduct or smoking in the unit. Please refer to the Description of Coverage for detailed terms and conditions. If you decide not to purchase the plan, the Security Deposit will be added and must be paid when the Final Balance is due.

If you elect to decline Travel Insurance and/or the Accidental Rental Damage Insurance, be sure to initial in the space provided at the end of this document and deduct the premium from the advance amount shown in the e-mail confirmation accompanying this contract. A security deposit will be added to your final payment. By signing here, you are agreeing to the reservation confirmation amount, this Vacation Rental Agreement and the Blue Water Rental Policies. Please initial or sign and date all pages, make a copy for your records and return the original to our office within 10 days for your reservation to be confirmed.

1. **Disbursement of Rent and Third Party Fees.** Tenant authorizes Agent to disburse up to fifty percent (50%) of the rent set forth in paragraph 3 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, a material breach of this Agreement by Tenant, or as otherwise permitted under the Vacation Rental Act. **Tenant agrees to pay a \$25.00 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.** 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.

2. **Security Deposit.** Any security deposit provided for in paragraph 4 above may be applied to actual damages caused by Tenant as permitted under the Tenant Security Deposit Act. In addition, Agent may deduct from the security deposit the amount of any unpaid long distance or per call telephone charges and cable television charges that are not specifically described in this Agreement (including any addendum hereto) as being included with the Premises. Agent shall apply, account for, or refund Tenant's security deposit within 45 days following the end of the tenancy.

3. **Trust Account.** Any advance payment made by Tenant shall be deposited in a trust account. **Tenant agrees that any advance payment may be deposited in an interest-bearing trust account and that any interest thereon shall accrue for the benefit of, and shall be paid to, the owner (or as the owner directs) as it accrues and as often as is permitted by the terms of the account.**

4. **Tenant Duties.** Tenant agrees to comply with all obligations imposed by the Vacation Rental Act on Tenant with respect to maintenance of the Premises, including but not limited to keeping the Premises as clean and safe as the conditions of the Premises permit and causing no unsafe or unsanitary conditions in the common areas and remainder of the Premises that Tenant uses; and notifying Agent in writing of the need of replacement of or repairs to a smoke detector, and replacing the batteries as needed during the tenancy. Tenant agrees not to use the Premises for any activity or purpose that violates any criminal law or governmental regulation. Tenant's breach of any duty contained in this paragraph shall be considered material, and shall result in termination of Tenant's tenancy.

5. **Agent Duties.** Agent agrees to provide the Premises in a fit and habitable condition. If at the time Tenant is to begin occupancy of the Premises, Agent cannot provide the Premises in a fit and habitable condition or substitute a reasonably comparable property in such condition, Agent shall refund to Tenant all payments made by Tenant.

**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.**

6. **Cancellation.** In the event of a cancellation by Tenant, Tenant shall receive a refund of all payments made by Tenant, less an administrative fee if the Premises are re-rented on the terms set forth herein. If the Premises are not re-rented on the terms set forth herein, Tenant will not be entitled to a refund of any rent payment made hereunder. Whether or not the Premises are re-rented, Tenant, rather than Agent, shall be responsible for seeking reimbursement of any fees paid by Tenant to Agent for goods, services, or benefits procured by Agent from third parties for the benefit of Tenant that may have been paid out prior to Tenant's cancellation.

7. **Transfer of Premises.** (1) 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 (and other fees owed to third parties not already lawfully disbursed). Within 20 days after transfer of the Premises, the grantee or the grantee's agent is required to: (i) notify Tenant in writing of the transfer of the Premises, the grantee's name and address, and the date the grantee's interest was recorded; and (ii) advise Tenant whether Tenant has the right to occupy the Premises subject to the terms of this Agreement or receive a refund of any payments made by Tenant. However, if the grantee engages Agent to continue managing the Premises after the transfer, the grantee shall have no obligation under (i) or (ii) above if this Agreement must be honored under the Vacation Rental Act or if the grantee agrees in writing to honor this Agreement. (2) Upon termination of the owner's interest in the Premises, whether by sale, assignment, death, appointment of a receiver or otherwise, the owner, owner's agent, or real estate agent is required to transfer all advance rent paid by Tenant (and other fees owed to third parties not already lawfully disbursed) to the owner's successor-in-interest within 30 days, and notify Tenant by mail of such transfer and of the transferee's name and address. However, if Tenant's occupancy under this Agreement is to end more than 180 days after recordation of the interest of the owner's successor-in-interest in the Premises, and the successor-in-interest has not agreed to honor this Agreement, all advance rent paid by Tenant (and other fees owed to third parties not already lawfully disbursed) must be transferred to Tenant within 30 days. (3) If the owner's interest in the Premises is involuntarily transferred prior to Tenant's occupancy of the Premises, the owner is required to refund to Tenant all advance rent paid by Tenant (and other fees owed to third parties not already lawfully disbursed) within 60 days after the transfer.

8. **Mandatory Evacuation.** If State or local authorities order a mandatory evacuation of an area that includes the Premises, Tenant shall comply with the order. Upon compliance, Tenant will be entitled to a refund of the prorated rent for each night that Tenant is unable to occupy the Premises because of the order. However, Tenant will not be entitled to a refund if, prior to taking possession of the Premises: (i) Tenant refused insurance offered by Agent that would have compensated Tenant for losses or damages resulting from loss of use of the Premises due to a mandatory evacuation order, or (ii) Tenant purchased such insurance from Agent.

9. **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: (i) holds over in possession after Tenant's tenancy has expired; (ii) commits a material breach of any provision of this Agreement (including any addendum hereto) that according to its terms would result in the termination of Tenant's tenancy; (iii) fails to pay rent as required by this Agreement; or (iv) has obtained possession of the Premises by fraud or misrepresentation.

10. **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 thereto as Agent or owner may deem appropriate, or to show the Premises to prospective purchasers or tenants. Tenant shall not assign this Agreement or sublet the Premises in whole or part without written permission or Agent.

11. **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.

12. Other Terms and Conditions: \_\_\_\_\_

I wish to decline Travel Insurance \_\_\_\_\_ (Initials)

I wish to decline the Accidental Rental Damage Insurance \_\_\_\_\_ (Initials)

Tenant Signature \_\_\_\_\_ Date \_\_\_\_\_

## Rental Policies and Rules

**Blue Water Realty & Investments, Inc-**  
1000 S. Lake Park Blvd. Carolina Beach, N.C. 28428

Date: \_\_\_\_\_

### **Please Read The Following Before Signing.**

**All Units Are Non- Smoking. You Will Be Charged An Additional \$ 150.00 If any evidence of Smoking Is Found After Your Departure**

***The Registered Guest Will Be Responsible For All Damages or Missing Items***

- 1- **Toll Free Phone #:** 1-866-458-3001                      E-mail- rentals@bluewaterrealtyinc.com
- 2- **General Rental Info:** All properties are individually owned and are furnished with individual taste. Do not move the furniture around in the units, it could cause damage. If you have special needs, please identify those prior to booking your vacation. Upon arrival please notify us within 1 hour if there are any problems with your accommodations. If a vacation residence should become unavailable for rental for any reason, we reserve the right to substitute comparable accommodations if available.
- 3- **Maximum Occupancy & Age:** You must be at least 25 years old to reserve a rental property and provide us with the number of people & vehicles in your party. Violation of our maximum occupancy policy may result in immediate eviction from the property with no refund of any rental charges. We only rent to responsible adults and no house parties will be permitted.
- 4- **Parking:** **Parking is very limited at the beach. 1 bedroom condo allows 1 car, 2 & 3 bedrooms condos allows 2 cars and houses vary. No Trailers Or Boats are allowed at any Condo. These rules are strictly enforced by the home owners association. Please call if you have specials needs. We are not responsible if your vehicle is towed.**

- 5- **Pets:** Pets are not allowed in rental units unless the property is designated Pet Friendly. If Pet Friendly, the pet fee is 150.00 per pet, that is non refundable and must be approved by Blue Water Realty. Please contact us with your needs. **Failure to disclose pets in the property, whether the pet(s) are the responsibility of the renters or their guest, will result in a \$150.00 penalty, assessment of cost for damage, if any and immediate termination of the rental agreement.**
- 6- **Carolina Beach- Beach Rules:** It is illegal to have alcohol on the beach, glass containers, ATVs and dune buggies, littering, bonfires, disturbing sea turtles and/or nesting sites, surfing within 500 feet of any pier and the use of personal watercraft/jet skis within 1500 feet of the shore of the Atlantic Ocean. It is also illegal to set off fireworks. Cutting or uprooting sea oats is punishable by fine and no horses are allowed on the beach. Dogs are prohibited in Town Limits from March 1<sup>st</sup> to October 30<sup>th</sup>. During months dogs are allowed, they must be on a leash and owners must always remove the dogs waste from the beach. You must have on your person at all times, a plastic or paper container that can be used to clean up and contain dog waste until it can be disposed of in an appropriate container. This container must be produced and shown upon request, to anyone authorized to enforce this ordinance. Unattended beach equipment should be removed between sunset and sunrise.
- 7- **Kure Beach- Beach Rules:** No camping or driving on the beach. It is illegal to have alcohol on the beach, glass containers, ATVs and dune buggies, littering, bonfires, disturbing sea turtles and/or nesting sites, surfing within 500 feet of any pier and the use of personal watercraft/jet skis within 1500 feet of the shore of the Atlantic Ocean. It is also illegal to set off fireworks. Cutting or uprooting sea oats is punishable by fine and no horses are allowed on the beach. Dogs are prohibited in Kure Beach Town Limits fro April 1<sup>st</sup> to September 30<sup>th</sup>. Unattended beach equipment should be removed between 7:00pm and 8:00 am.
- 8- **Reservation:** By acceptance of this vacation rental lease agreement, tenant also accepts payment terms as stated in the reservation confirmation page. Return this document and the vacation rental agreement signed with a 50% advance payment plus any insurance as noted as noted to hold your rental. The balance is due 30 days prior to your arrival. Reservations made less than 30 days prior to arrival, all monies & the signed contract are due within 48 hours. Failure to comply with this will result in loss of rental. All rentals have a room/sales tax, \$45.00 reservation fee and a refundable security deposit or Accidental Rental Damage Insurance.
- 9- **Payments:** We only accept checks 30 days prior to check-in. We accept master card or visa.
- 10- **Security Deposits/Security Damage Waiver:** Your Security Deposit will be held to insure that no damage to the unit occurs during your stay. Upon satisfactory inspection, your security deposit will be refunded within 30 days after your departure. In lieu of a Security Deposit, Blue Water Realty Vacation Rentals & Sales offers the Accidental Rental Damage Insurance program. The cost of this program is a \$45.00 non-refundable fee that covers accidental damage for the duration of your stay up to \$1500.00. This program does not cover intentional damage, theft, acts of God, defective parts, long distance and pay per view charges, gross negligence, linen laundering costs, loss of use, normal wear and tear or any cause not reported by the end of the guest's stay. The Accidental Rental Damage Insurance is offered through Travel Guard. For questions regarding this plan call Travel Guard at 1-866-221-8080.
- 11- **Travel Guard:** Trip Interruption Insurance is added to each reservation. You may decline this cost and deduct the charge, but it could affect a refund. For Questions regarding this plan call Travel Guard at 1-866-221-8080.
- 12- **Cancellation Policy:** Our policy is spelled out very clearly on the Vacation Rental Agreement. Upon written notice of cancellation from tenant, advance rent payments will be refunded if unit is re-rented less cancellation fee. If the unit is not re-rented, **No refund** will be issued. Trip Interruption Insurance is added to each reservation. You may decline this and deduct the cost , but it could affect a refund.

- 13- **Check-in:** Check-in is from 4-6 pm. You will need to come to the office first to pick up your keys. Late check in, PLEASE CALL to make arrangements. **We do not allow early check-ins or check out.** Please plan your trip around this.
- 14- **Check-Out:** Check out time is at 10:00 am on the day of your departure. **Before departure, you must remove all items from the reffridge & freezer, empty all trash, run dishwasher and empty, if linens were provided- return them to the bag and leave inside front door, make all beds, close and lock all windows & doors. Return all keys & parking passes back to the office. A fee will be charged if not checked out by 10:00 am or if any of these items are not completed before departure.**
- 15- **Smoking:** Smoking is not allowed in any rental property. If you smoke, please go outside and close the door. Do not throw butts over the deck onto the ground. If there is evidence that smoking has occurred inside the property, you will be charged an additional 150.00 cleaning & ionization fee. This policy is strictly enforced and is not covered by the Damage Deposit Waiver Option.
- 16- **Furnishings & Equipment:** All properties are furnished with the basic supplies, glasses, dishes, pots / pans, silverware and appliances. You will need to bring all your bathroom supplies, laundry detergent and dish soap. If you require linens & towels, please ask about our amenity package, if not you will have to bring your own.
- 17- **Appliances & Equipment:** We cannot guarantee that breakdowns will not occur, however we will make every effort to ensure repairs will be made as quickly as possible. NO REFUNDS !!!!  
Do Not adjust the refrigerator setting, it takes a little time to cool down after placing warm items in it. Please do not flush sanitary napkins or tampons down the toilet. Dispose of them properly.
- 18- **Grilling:** No grilling on decks or within 10 ft of any structure. Tenant is required to clean the grill if provided after their use, so it will be ready for the next guest.
- 19- **Smoke Detector:** These are installed for your protection. Please notify us upon arrival of any problems.
- 20- **Lost Keys:** \$ 10.00 fee will be charged for lost keys. A 25.00 fee will be charged for lost security passes and pool keys.
- 21- **Mandatory Evacuations:** See Vacation Rental Agreement.

Signature: \_\_\_\_\_ # in Party: \_\_\_\_\_ # of Vehicles \_\_\_\_\_ Date: \_\_\_\_\_

**This must be signed along with the Vacation Rental Agreement and returned with your deposit within 10 days of the agreement date or we will re-rent the property to another guest. The balance of your rent is due 30 days prior to your arrival. Reservations made less than 30 days prior to arrival, all monies and signed contract are due within 48 hours. By signing this document, you are stating you have read & and will abide by our policies during your stay.**