

Blue Water Realty
Vacation Rentals and Sales
www.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.

Vacation Rental Insurance - Guest Protect Plan. CSA Vacation Rental Insurance has been offered with your reservation. Vacation Rental Insurance reimburses for pre-paid, non-refundable 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. View a Description of Coverage/Policy at <http://bit.ly/G-330CSADOC>

Vacation Rental Damage Protection - This Vacation Rental Damage plan covers unintentional damages to the rental unit interior that occur during your stay, provided they are disclosed to management prior to check-out. The policy will pay a maximum benefit of \$3,000. Any damages that exceed \$3,000 will be charged to the credit card on file. If you damage the real or personal property assigned to your rental accommodation during the trip, the Insurer will reimburse the cost of repair or replacement of the property, up to \$3,000. Certain terms and conditions apply. Full details of the Vacation Rental Damage coverage are contained in the Description of Coverage or Insurance Policy at www.vacationrentalinsurance.com/g20vrd. The Vacation Rental Damage can be purchased up to, and including at, check-in. By submitting payment for this plan, you authorize and request CSA Travel Protection and Insurance Services to pay directly Blue Water Realty any amount payable under the terms and conditions of the Vacation Rental Damage. Please contact Blue Water Realty directly if you do not wish to participate in this plan or assignment. 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 Vacation Rental Insurance and/or the Vacation Rental Damage Protection, 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.

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. Occupancy Limits. Unless otherwise stated, occupancy of the Premises shall be limited to two persons per bedroom, including family, children and Tenant guests. Bedding arrangements in the Premises are portrayed only to illustrate possible sleeping arrangements and may not be taken as a representation of permitted occupancy. Tenant agrees to be responsible for ensuring that maximum permitted occupancy of the Premises is not exceeded during the term of this Agreement, and should contact Agent with any questions regarding permitted occupancy of the Premises.

6. 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.**

7. 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.

8. 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.

9. 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.

10. 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.

11. 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 of Agent.

12. 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.

13. Other Terms and Conditions: Blue Water Rental Policies and Rules (below)

14. Governing Law; Venue. The parties agree that this Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, and that in the event of a dispute, any legal action may only be instituted in the county where the property is located.

Blue Water Rental Policies and Rules

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

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

1- Toll Free Phone #: 1-866-458-3001 **Fax #:** 1-910-458-3055 **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- 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.

4- 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 settings. 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.

5- Internet Service: Service is not offered in all properties, please check the property information on our website, or call one of our Rental Agents. Where offered, Internet Service is provided by the Property Owner. Blue Water is not an Internet Service provider and does not warrant that the available Internet Service will perform at a particular speed, bandwidth or will be uninterrupted or error-free. Refunds will NOT be given for Internet Service Outages.

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 illegal to set off fireworks. Cutting or uprooting sea oats is punishable by fine. No horses are allowed on the beach. Dogs are not allowed on the beach from April 1st to September 30th. During months dogs are allowed, they must be on a leash and owners must always remove the dog's 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, Driving on 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 or any pier and the use of personal watercraft/jet skis within 1500 feet of the shore of the Atlantic Ocean. It is illegal to set off

fireworks. Cutting or uprooting sea oats is punishable by fine. No horses are allowed on the beach. Dogs are not allowed on the beach from April 1st to September 30th. Unattended beach equipment should be removed between 7:00 pm and 8:00 am.

8- Reservation: By accepting 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 to hold your rental. The balance is due 30 days prior to your arrival unless otherwise indicated on confirmation notice. 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, reservation fee and a refundable security deposit or security deposit protector fee.

9- Payments: We only accept checks 30 days prior to check-in. We accept Master Card, Visa or Discover. Tax rates are calculated as of the time of this Agreement. Tenant shall be responsible for payment of all applicable taxes according to rates in effect at the time of occupancy.

10- Security Deposits/ Vacation Rental Damage Protection: 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 of your departure. In lieu of a security deposit, Blue Water Realty Vacation Rentals & Sales offers the Vacation Rental Damage Protection program. The cost of this program is a \$45 non-refundable fee that covers accidental damage to the property for the duration of your stay up to \$3,000. 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, pet damage, loss of use, normal wear and tear or any cause not reported by the end of the guest's stay. The Damage Protection is offered through CSA Travel Protection. For Questions regarding this plan call CSA at 1-866-999-4018.

11- Vacation Rental Insurance: Vacation Rental Insurance can be added to each reservation. If you choose to decline this coverage it could affect a refund. For Questions regarding this plan call CSA at 1-866-999-4018.

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 \$100 cancellation fee. If the unit is not re-rented, **No refund** will be issued. Vacation Rental 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-in or late check-out.** Please plan your trip around this. Early check-in *may* be allowed between Labor Day and Memorial Day (off-season).

14-Check-Out: Check out time is at **10:00 am** on the day of your departure. Sorry, No Exceptions. Before departure, you must remove all items from the fridge & 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 Vacation Rental Damage Protection plan.**

16- 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.

17- Fireworks: Strictly prohibited at any rental property.

18- Smoke Detector: These are installed for your protection. Please notify us upon arrival of any problems.

19- Lost Keys: \$10.00 fee will be charged for lost keys. A \$100.00 fee will be charged for lost security passes, permanent parking passes and pool keys.

20- Mandatory Evacuations: See Vacation Rental Agreement.

Don't forget to bring: bed linens, bath & kitchen towels (unless linen service is provided), cleaning supplies (dishwasher detergent, laundry detergent, dish soap, etc.), paper products (toilet paper, paper towels, etc.), special cooking items (coffee filters, etc.), food and condiments (spices, cooking ingredients, etc.), personal toiletries (shampoo, soap, etc.), baby equipment (if property does not offer, based on online information), beach towels, beach and fishing equipment, sunscreen, and any other items you may need.

****Most of our properties do not furnish linens & towels, please check the description on the web site or just give us a call if you have any questions.**

****Pets** are not allowed in rental units unless the property is specifically designated Pet Friendly. Please note that this is limited to dogs only and in most cases, a limit of one. If pet friendly, the pet fee is maximum \$150.00 per pet, that is nonrefundable 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.**

****Groups: Our properties will NOT accommodate large groups such as wedding events, graduation events, etc. even if chaperoned by adults. Groups renting under false pretenses are grounds for eviction, no refunds.**

****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.

****Maximum Parking as indicated per property is strictly enforced and FINES could be issued per proposed Kure Beach Town Ordinance. Houses vary according to the # allowed listed on each property. 1 bedroom condo allows 1 car, 2 & 3 bedrooms condos allows 2 cars. No Trailers or Boats are allowed at any Condo. These rules are strictly enforced by the home owners association. Please call if you have special needs. We are not responsible if your vehicle is towed. No motorhomes or campers allowed at any property.**

IF DECLINING TRAVEL INSURANCE, YOU MUST INITIAL BELOW:

****I am declining the Vacation Rental Travel Insurance _____**

IF DECLINING THE DAMAGE PROTECTION PLAN, YOU MUST INITIAL BELOW AND IT WILL BE REPLACED WITH A REFUNDABLE DAMAGE DEPOSIT AS STATED PER PROPERTY:

****I am declining the Damage Protection Plan _____**

Please enter # of Guests over 25: _____ and enter # of Guests Under 25: _____

Please enter # of Vehicles: _____

Signature: _____ Date: _____

By signing here, you are agreeing to the confirmation page and the Vacation Rental Agreement. Please sign and initial confirmation page and this page and return to our office within 5 days to avoid reservation cancelation. The balance of your rent is due 30 days prior to your arrival, unless otherwise stated on your confirmation notice. Reservations made less than 30 days prior to arrival, all monies & the 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.