



Lewis Realty Associates, Inc.

320 N New River Dr.

Surf City, NC 28445

Phone: 910-328-5211 Fax: 910-328-5277

CHECK-IN TIME: NO EARLIER THAN 3:00 PM
CHECKOUT TIME: NO LATER THAN 10:00 AM

- Early Check-in and/or Late Checkout may be available. Please see Policies and Procedures, Paragraph 10 for details.
- Linens are **NOT** included with your reservation. Please plan to bring your own or ask a reservationist about rentals.
- Travel insurance is strongly recommended to protect your vacation investment.

VACATION RENTAL AGREEMENT

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 THIS AGREEMENT, IS EVIDENCE OF YOUR ACCEPTANCE OF THE AGREEMENT AND YOUR INTENT TO USE THIS PROPERTY FOR A VACATION RENTAL.

- 1. IDENTIFICATION.** For the purpose of this agreement, the Guest, Renter, or Tenant shall be referred to as Tenant from this point forward. Vacation Home shall be referred to as Premises from this point forward. The term Agent refers to Lewis Realty Associates, Inc.
- 2. AGENCY.** In accordance with the National Association of REALTORS? Standards of Practice and Code of Ethics, it is disclosed that Agent has a contractual relationship with the property owner, and represents the interests of the property owner. As the agent of the owner, Agent rents to Tenant, and Tenant rents from Agent.
- 3. DISBURSEMENT OF RENT AND THIRD PARTY FEES.** Tenant authorizes Agent to disburse up to fifty percent (50%) of the rent set forth in paragraph 2 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 does 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.
- 4. SECURITY DEPOSIT.** Agent covers the purchase of a Security Deposit Protector to insure against damages to the property on all reservations instead of a traditional security deposit. However, Agent reserves the right to also charge a security deposit when deemed in Agent's/Owner's best interest. If a security deposit is deemed necessary, tenant will be notified at the time of reservation. If charged: Any security deposit provided for in paragraph 4 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.
- 5. SECURITY DEPOSIT PROTECTOR.** The Accidental Damage Insurance plan purchased by Agent does not negate the responsibilities of Tenant or any damage deemed non-accidental (as described in plan) that was done to the Premises during the reservation. Tenant is responsible for repair/replacement of damage caused. Tenant authorizes Agent to charge Tenant's credit card on file for any incidental damages not covered by or exceeding coverage of \$1500. If there is no credit card on file, Agent will assess a security deposit in the amount of the off-season rate to Tenant's reservation in accordance with Security Deposit Section herein.
- 6. TRUST ACCOUNT.** Any advance payment made by Tenant shall be deposited in a trust account located at Branch Banking and Trust, 934 N Carolina 210, Sneads Ferry, NC 28460. Tenant agrees that any advance payment may be deposited in an interest-bearing account, and that any interest thereon shall accrue for the benefit of, and shall be paid to, Lewis Realty Associates, Inc. as it accrues and as often as is permitted by the terms of the account.
- 7. 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 replacement of 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 the termination of Tenant's tenancy. Tenant is strongly advised to inspect the Premises before entering into this Agreement.
- 8. AGENT DUTIES.** Agent/Owner agrees to provide the Premises in a fit and habitable condition for a normal person as determined by local building codes, market standards, and owner's tastes. Furthermore, Agent/Owner will provide the Premises in fit condition in accordance with Section 42A-31 of the Vacation Rental Act. No refunds or discounts will be made for inclement weather, mechanical breakdowns, or other "nuisances" beyond Agent's/Owner's control. Examples of these "nuisances," which DO NOT warrant any refund, discount, or transfer to another property, etc. include, but are not limited to: breakdown of air conditioners, TV's, VCR's, electronics or appliances, disruption of use or missing beach access due to nature, construction in the area, presence of bugs when the Premises has been treated, disruption of utility services, a home not decorated/accommodated/improved/updated to Tenant's tastes, problems which have not yet been reported to Agent, bad weather, or noisy neighbors. Tenant agrees to report any and all problems to Agent immediately. Agent agrees to make every effort to resolve the problem as quickly as possible; however, Agent cannot guarantee when the problem will be resolved. Speed of service

is not guaranteed. 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.

9. **CANCELLATION.** In the event of a cancellation by Tenant, Tenant shall receive a refund of all payments made by Tenant, less a \$200 cancellation 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 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. All requests to change dates of stay or premises after a reservation has been made are treated as cancellations. See "Cancellations" under Policies and Procedures, paragraph 21.
10. **TRANSFER OF PREMISES.**
- a) 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.
 - b) 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.
 - c) 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 Tenant all advance rent paid by Tenant (and other fees owed to third parties not already lawfully disbursed) within 60 days after the transfer.
11. **MANDATORY EVACUATION.** If State or local authorities order a mandatory evacuation of any area that includes the Premises, I shall comply with the order and evacuate the Premises upon being notified, and will return all keys to the Premises to Agent's office in Surf City. Furthermore, I agree not to return to the Premises after the mandatory evacuation order has been lifted without consent from Agent. Please note that Tenant will not be entitled to a refund from Agent if, prior to taking possession of the property: (i) Tenant refused insurance offered by Agent that would have compensated Tenant for losses or damages resulting from loss of use of property due to a mandatory evacuation order, or (ii) Tenant purchased such insurance from Agent. The Agent will attempt to keep Tenant apprised of evacuation orders by local governments; however, it is ultimately Tenant's responsibility.
12. **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; (iv) has obtained possession of the Premises by fraud or misrepresentation.
13. **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.
14. **PETS.** Most properties do not allow pets on the premises. If Tenant is in violation of a no pet policy, Tenant will be subject to expedited eviction as detailed above without refund, any and all cleaning costs, any losses incurred by the Property Owner and/or Agent due to this violation, and a \$25.00 handling fee. If Tenant is in a pet-permitted house and fails to report each pet and pay the non-refundable pet fee for each pet, Tenant will be charged the non-refundable pet fee and an additional \$25.00 handling fee for each pet. It is Tenant's responsibility to make Agent aware of the number or pets they will be bringing.
15. **ADDENDA.** Attached are: Rental Policy, Rental Confirmation, Key Vacation Information. Tenant agrees that Tenant has received and read any such addenda, and that they shall constitute an integral part of this Agreement. By signing this agreement, Tenant also agrees to all conditions set forth in listed addenda.
16. **LEGALLY BINDING.** Tenant agrees to abide by and fulfill all parts of this Agreement, all additional policies, rules, regulations, and addenda to this Agreement, and furthermore agrees that it is a legally binding agreement, either in whole or in part. If Tenant does not understand any portion of this Agreement, Tenant should consult Tenant's attorney. All parties agree that in the event of a dispute, the Agreement will be interpreted in accordance with North Carolina law. Should Agent 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, Tenant shall be responsible for all costs associated with such. In the event of a lawsuit or other legal proceedings, all parties agree that such actions shall be held in the venue of Pender County, North Carolina.

POLICIES AND PROCEDURES

1. **RULES, REGULATIONS, POLICIES.** By signing the Vacation Rental Agreement and policies and procedures, Tenant certifies that Tenant has read, understands, and abides by all rules, policies, regulations of Lewis Realty Associates, Inc. (Agent) and the property referenced in this agreement. Tenant agrees to vacate the Premises upon demand for any violation of any of these rules, policies, and regulations.
2. **RESERVATION FEE.** Tenant agrees to pay a nonrefundable reservation fee of \$115.00 plus applicable taxes to Agent for the purpose of procuring, processing, accounting for, covering accidental rental damages by tenant up to \$1500, secure keyless access, direct to property check-in, and administering the reservation.
3. **ADVANCE PAYMENT.** Tenant agrees to pay \$200 of the advance payment at time of booking. The Vacation Rental Agreement must be signed and returned to Agent's office within 14 days of making the reservation, along with the remaining amount of the required advance payment (approximately 50% of total reservation cost) and the cost of travel protection insurance (if desired), or reservation will be cancelled. The \$200 counts toward the deposit. Tenant agrees to pay a \$25.00 charge for returned checks. All payments must be in US funds via personal check or over the phone with a Visa or MasterCard.
4. **BALANCE PAYMENT.** Tenant agrees to pay the balance payment within 30 days prior to check-in. Tenant understands that Tenant's reservation may be cancelled without refund of advance payment if the balance payment has not been received 30 days prior to Tenant's scheduled arrival date.
5. **RESERVATIONS MADE WITHIN 30 DAYS OF ARRIVAL.** Any reservation made within 30 days of arrival will be required to pay in full at time of booking with guaranteed funds, such as a Visa/MasterCard over the phone or online.
6. **TRAVEL PROTECTION INSURANCE.** Tenant understands that Agent has offered travel insurance through Travel Guard Insurance Company prior to occupancy, and such offering is contained herein this Vacation Rental Agreement. The payment for such is nonrefundable once it has been made. Travel Protection Insurance may not be available after the Advance Payment has been made. See enclosed pamphlet for more information on this service.
7. **MINIMUM AGE.** Agent 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. Agent reserves the right to check ID's to verify age.
8. **MAXIMUM OCCUPANCY / GROUPS / PARTIES.** Please note the Maximum Occupancy of the property. Exceeding the Maximum Occupancy at any time, with either overnight guests or day guests, will result in eviction due to property owner requirements, health regulations, building codes, and other policies. Plan for a large enough property to comfortably accommodate all guests. NO PARTIES are permitted in any vacation unit. All vacation units are rented to family groups only. No teen or college groups are allowed, even if they are chaperoned by adults. Agent reserves the right to immediately terminate or reject rental, without refund, if in Agent's opinion the Tenant has violated these policies or Agent determines, in Agent's sole discretion, that Tenant and Tenant's guests are detrimental to the property.
9. **KEYS, POOL PASSES, PARKING PASSES, ETC.** Most if not all properties are/will be keyless. If property is not keyless guest will be provided with two sets of keys. Additional keys may not be available upon request. Tenant agrees to pay \$10.00 for each lost key. If not keyless, lockout service is available at an additional fee of \$50.00 due and payable directly to Agent at time of service if: (1) a staff member must drive to the property during office hour, or (2) a staff member must drive to office or property after hours.
10. **CHECK-IN / CHECKOUT / EARLY CHECK-IN / LATE CHECKOUT.** Check-in time will be no earlier than 3:00 PM unless Tenant has arranged for and paid for the Early Check-in option of 1:00 PM, if available. Agent also reserves the right to extend standard check-in time until 5:00 PM if needed for extra cleaning or maintenance. The early check-in option is strictly optional, and availability is limited. The cost of this service is \$50.00 plus applicable tax. Keys will not be released until Tenant's check-in time (as determined above). Checkout time for all units is 10:00 AM PROMPTLY, unless tenant has arranged and paid for the late checkout option of 12:00 PM in advance. Tenants who have not checked out by 10:00 AM will be charged for the late checkout fee, and will still need to vacate the Premises immediately. Tenant agrees to return all keys, permits, etc. to Agent's office. Furthermore, Tenant agrees not to park on the Premises or occupy any portion of the Premises prior to Tenant's check-in time or after the checkout time. Cleaners, Inspectors, Service and Repair companies, and Agent may not be able to perform their services if this provision is not followed, and any additional charges from such companies will be the responsibility of Tenant. Late check-ins must make prior arrangements with Agent at the above phone number to pick up a check-in package.
11. **OTHER ORDINANCES / RULES / REGULATIONS.** Tenant agrees to abide by all other ordinances, rules, and regulations that may be imposed by parties other than Agent, such as local governments, homeowners associations, etc. Town ordinances prohibit the use of campers or other such motor vehicles except in designated campgrounds. Please consult with Agent prior to bringing boats, trailers, campers, motor homes, or other large vehicles/equipment.
12. **GRILLS.** Grilling is NOT permitted on wooden decks or walkways, inside screened porches, garages or carport areas, or on the beach. Tenant shall use the driveway for grilling. A \$75.00 fine will result for noncompliance of this rule. Neither Agent nor the property owner is responsible for filling empty LP gas tanks for gas grills. If a charcoal grill is present, Tenant is responsible for providing charcoal. If a grill is furnished, Tenant agrees to clean the grill and dump cooled ashes before departure. Cooled charcoal from charcoal grills must be dumped into trash bags and placed in the garbage cart or bin. Tenants staying in condominium developments shall use designated grilling areas to comply with development ordinances. Grills are not guaranteed to be available or functioning due to the harsh, corrosive environment, even though they may be listed as an amenity for the property. If a grill is rented through a rental equipment service, grilling regulations and cleanup procedures still apply.
13. **SAND DUNES.** Tenant shall not walk, play, or litter on the sand dunes across the island. The dunes are the only line of protection for the island. There are ordinances against dune destruction on Topsail Island, and fines beginning at \$500. If Agent finds litter on the sand dunes, there will be a \$50 fine for cleanup incurred. If Agent witnesses or has reports of Tenant or anyone in Tenant's group violating dune ordinances, Agent will: (1) Give warning to Tenant to respect the ordinance and refrain from further violation, and (2) Report Tenant to local authorities if initial warning is not heeded. Neither Agent nor the Property Owner is liable for acts of nature covering crossovers or steps with sand. Tenant will use said crossovers or steps at Tenant's own risk.

14. **SMOKING.** Smoking is permitted in designated smoking houses only. If Tenant stays in a smoking property, it is Tenant's responsibility to properly dispose of all smoking-related debris, and to refrain from discarding said debris on dunes or in yards. In non-smoking properties, if Tenant or Tenant's guests are caught smoking or have left evidence of smoking in the property, Tenant will be charged with the additional cleaning required to remove smoke odor and/or stains and the like from the Premises, lose all or part of security deposit, and could be evicted without refund.
15. **PETS.** Properties that allow pets will be designated as such, along with any pet occupancy limitations. Nonrefundable pet fees will be charged per pet. If Tenant is found with pet on the premises of a non-pet property, Tenant will be subject to expedited eviction without refund, all cleaning costs, losses incurred by the Property Owner and/or Agent due to this violation, and a \$75.00 handling fee. If Tenant is found with a pet on the premises of a pet-permitted property but where the pet is undeclared and where the pet fee is unpaid, Tenant will be charged the nonrefundable pet fee and an additional \$25.00 handling fee per undeclared pet.
16. **THINGS BEYOND OUR CONTROL.** No refunds or transfers will be given due to nearby construction, noise, weather, mechanical breakdowns or the like.
17. **OWNER'S CLOSET.** The Premises may contain a locked owner's closet, chest or cabinet containing the owner's personal items. This area(s) is NOT part of the rental. Tenant may NOT force entry of such under penalty of trespass.
18. **THERMOSTATS.** Thermostats shall not be set below 70 degrees for air conditioning or above 75 degrees for heating. DO NOT run the air conditioner with the windows or doors open, as this will cause malfunction of the equipment. Refrigerator temperature dial shall not be set to anything other than the mid-range. The cost for unnecessary service calls related to improper use or treatment of such appliances will be charged to Tenant.
19. **MAIL.** Should Tenant receive messages and/or mail at our office, please ensure the caller/sender puts the message/mail to Tenant's attention or rental property. All mail and messages will be posted at our office. It is the responsibility of Tenant to check with Agent's office daily should Tenant be expecting a package or message. Agent will deliver emergency messages as soon as possible.
20. **UNWARRANTED SERVICE CALLS/ TRIP CHARGES:** In the event a service provider or Lewis Realty Staff member is scheduled to visit the property for any reason and is unable to access the property due to tenant or tenant actions, tenant will be responsible for cost of service providers fee or **\$75** charge, whichever is greater. In the event the tenant requests maintenance and no maintenance or repair issue is found, tenant will be responsible for cost of service provider's fee or **\$75** charge, whichever is greater.
21. **ERRORS AND OMISSIONS.** Agent has tried to provide accurate information, but cannot be held responsible for error, omissions or changes in pricing, advertised amenities, and the like including, but not limited to any third party services or marketing platforms.
22. **CANCELLATIONS.** If Tenant should have to cancel the reservation, or agent has to cancel due to non-payment or any other reasons listed here within, the Cancellation Fee is \$200. If reservation has been booked 14 days or more, Tenant is liable for entire balance unless agent has re-rented the property for entirety of original rental period. Refunds may take up to 45 days after Tenant's scheduled departure date. Please see full terms of cancellation under paragraph 9 of the Vacation Rental Agreement. All requests must be in writing (Email accepted)
23. **AVAILABLE RENTAL ITEMS.** Agent offers optional rental items for the convenience of the tenant such as linens, beach equipment, water sports equipment and water craft. Tenant does not have to rent these items and is doing so at their own discretion. By requesting to rent items, tenant agrees rental is based on availability. Tenant holds agent harmless and agrees to indemnify agent from all liability of said rental items.

All prices quoted are subject to change without prior notice and is subject to state, county and local accommodation taxes where applicable. 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 Lewis Realty Associates, Inc. I further understand and agree that to breach any items contained within the above referenced documents will result in my eviction without refund. I understand and agree that Lewis Realty Associates, Inc. has made every effort to provide accurate information; however, in the event of errors, omissions, or any changes by Lewis Realty Associates, Inc. or the Property Owner, I agree not to hold Lewis Realty Associates, Inc. or the Property Owner responsible or liable. THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. USE OF THIS FORM IS NOT INTENDED TO IDENTIFY THE USER AS A REALTOR®.

PLEASE SIGN AND RETURN TO LEWIS REALTY:	
Reservation #: _____	Property Name: _____
Tenant Name: _____	
Tenant Signature: _____	Date: _____

REAL ESTATE AGENCY: **Lewis Realty Associates, Inc**

By : _____ Date _____

Christopher Rackley, President License #189952 [Authorized Representative]