

Beach Babies VACATION RENTAL AGREEMENT

(Intended for occupancy of 30 days or less)

1. **OCCUPANT** ("Occupant" or "Guest") agrees as follows:
2. **PROPERTY:** Occupant rents, for vacation purposes only, the furnished real property and improvements described as: 57511 Lighthouse Road, situated in, Hatteras, County of Dare, North Carolina ("Premises"). The Premises has **SEVEN** bedrooms and **FIVE** baths.
3. **CHECK-IN and CHECK OUT:** Check in is after 3:00PM; Check Out is on or before 10:00AM.
4. **AUTHORIZED USE AND GUESTS:** The Premises are for the sole use as a personal vacation residence by not more than **SIXTEEN Persons**. In addition to the Occupant, only the guests listed in Attachment "A" to this agreement shall reside at the premises:
("Authorized Guests") No other guest, visitors or persons are permitted. If the Premises are used in any way, by more or different persons than those identified in Attachment "A", **(i)** Occupant, Authorized Guests and all others may be required to immediately leave the Premises or be removed from the Premises; **(ii)** Occupant is in breach of this Agreement; and **(iii)** Occupant forfeits its right to return of any security/damage deposit.
5. **PAYMENTS:** Occupant agrees to the following payment terms:
 - A. The Premises will **not** be held for Occupant until payment in full (Contract Total as shown on invoice) and Attachment "A" of this Agreement signed by Occupant have actually been received. **Once paid and accepted, guest has up to 60 days prior to their arrival to cancel. Cancellations made less than 60 days before arrival are NONREFUNDABLE.** Cancellations made between 61 – 90 days will receive a 75% refund. Cancellations more than 90 days prior to arrival receive a 100% refund. If you think you may need to cancel this reservation due to a covered reason in the standard Travel Insurance Policy you are strongly encouraged to purchase such a policy from the insurance agency of your choice. If you think you might have to cancel this reservation for a non-covered reason you are encouraged to purchase the Cancel for Any Reason Travel Insurance Policy, (reimburses you for 75% of the Total less the cost of the policy), from the agency of your choice.
 - B. Standard Fee Charges in Addition to Rental Are:

Pool Heat (\$350) - Optional:

6. **Security/DAMAGE DEPOSIT:**
 - A. The Security/damage deposit is **\$499**. For credit card reservations, this refundable fee is authorized to your credit card up to a week prior to check-in. For payments by PayPal, the \$499 security/damage deposit must be included in the reservation total.
 - B. All or any portion of the security/damage deposit, upon termination of occupancy, may be used as reasonably necessary to: **(i)** cure Occupant's default in payment of rent or other sums due; **(ii)** repair damage, excluding ordinary wear and tear, caused by Occupant or Occupant's guests; **(iii)** clean the Premises if deep cleaning is required; and **(iv)** replace or return personal property or appurtenances. Within three weeks after Occupant vacates the Premises, Owner shall: (1) furnish Occupant an itemized statement indicating the amount of any damage deposit **(i)** received, **(ii)** withheld and the basis for its disposition, and **(iii)** withheld pending receipt of cable and phone bills; and (2) return any remaining portion of the damage deposit to Occupant. If a credit card was used for the security/damage deposit and the premises are left in good condition excluding ordinary wear and tear, the authorization will be voided and no charges will be incurred.
 - C. No interest will be paid on the damage deposit.
7. **CANCELLATION; NO REFUNDS:** IF OCCUPANT CANCELS OR OTHERWISE TERMINATES THIS AGREEMENT LESS THAN 60 DAYS PRIOR TO THEIR CHECK IN DATE; OCCUPANT WILL **FORFEIT ALL MONEYS PAID**. If Occupant contemplates that Occupant may have to cancel this Agreement less

Owner: Russ Basiura
Beach Babies

Phone: (267-218-4249)

57511 Lighthouse Road, Hatteras, North Carolina 27943

than 60 days prior to arrival due to poor health, job demands, cancellation by other guests, hurricanes, etc., Occupant is encouraged to purchase the appropriate cancellation insurance coverage from a broker of your choosing.

- 8. HOLD OVER:** Occupant agrees there shall be no holding over or late departure without prior approval. Any unauthorized holding over by Occupant shall be subject to a charge at the daily rate plus \$1500.00 ("Holdover Rate"), plus any additional damages incurred including, but not limited to, the cost of alternative housing for guests displaced by Occupant's holding over. Unapproved late check-outs will be charged 50% of the Holdover Rate.
- 9. CLEANING:** Premises will be delivered to Occupant in a professionally cleaned condition. Upon termination of occupancy, Occupant will deliver the Premises in the same condition less ordinary wear and tear. If Occupant does not return the Premises in the same condition, excluding normal cleaning, an additional charge will be deducted from the security/damage deposit (**Note that oven & BBQ cleaning is beyond normal cleaning, see check-out procedure supplement**).
- 10. NO PETS:** Pets are not allowed. If an unauthorized pet is on the Premises, **(i)** Occupant is responsible for all damage caused by the pet, **(ii)** Occupant, Authorized Guests, pet(s) and all others may be required to immediately leave the Premises, or be removed from it, **(iii)** Occupant is in breach of this Agreement, and **(iv)** Occupant forfeits its right to return of any security/damage deposit.
- 11. NO SMOKING:** No smoking is allowed on the Premises. If smoking does occur on the Premises, **(i)** Occupant is responsible for all damage caused by the smoking including, but not limited to, stains, burns, odors and removal of debris; **(ii)** Occupant, Authorized Guests, and all others may be required to immediately leave the Premises, or be removed from the Premises; **(iii)** Occupant is in breach of this Agreement; and **(iv)** Occupant forfeits its right to return of any security/damage deposit.
- 12. CONDITION OF PREMISES:** Occupant has not viewed the Premises prior to entering into this Agreement. Occupant shall on arrival, examine the Premises, all furniture, furnishings, appliances, fixtures and landscaping, if any, and shall immediately report, in writing, if any are not in operating condition or are in disrepair. REPORTING REPAIRS DOES NOT GIVE OCCUPANT THE RIGHT TO CANCEL THIS AGREEMENT OR RECEIVE A REFUND OF ANY PAYMENTS MADE.
- 13. PAYMENT:** Payment shall be made by **credit card**. Only VISA, DISCOVER, MASTERCARD are accepted via PayPal. Personal checks may be accepted when received more than 60 days in advance of arrival. NO OTHER FORMS OF PAYMENT are accepted.
- 14. UTILITIES:** Owner will pay for all utilities except as follows: **(i)** Telephone charges for international calls placed during Occupant's rental period, and **(ii)** Pay Per View charges incurred during Occupants rental period.
- 15. RULES; REGULATIONS; NO COMMERCIAL USE:** Occupant agrees to comply with any and all rules and regulations that are at any time posted on the Premises or delivered to Occupant. Occupant shall not, and shall ensure that guests of Occupant shall not: **(i)** disturb, annoy, endanger, or interfere with other occupants of the building in which the Premises is located or its neighbors; **(ii)** use the Premises for any commercial or unlawful purpose, including but not limited to, using, manufacturing, selling, storing or transporting illicit drugs or other contraband; **(iii)** violate any law or ordinance; or **(iv)** commit waste or nuisance on or about the Premises.
- 16. MAINTENANCE:** Occupant shall properly use, operate and safeguard the Premises including, if applicable, any landscaping, furniture, furnishings, and appliances and all mechanical, electrical, gas and plumbing fixtures, and keep them clean and sanitary. Occupant shall immediately notify Owner's Representative of any problem, malfunction or damage. Occupant shall pay for all repairs or replacements caused by Occupant or guests of Occupant, excluding ordinary wear and tear. Occupant shall pay for all damage to the Premises as a result of failure to report a problem, malfunction or damage in a

timely manner. Occupant shall pay for repair of drain blockages or stoppages, unless caused by defective plumbing parts or tree roots invading sewer lines.

- 17. ALTERATIONS:** Occupant shall not make any alterations in or about the Premises including, but not limited to, moving furniture, painting, wallpapering, adding or changing locks, installing antenna or satellite dish(es), placing signs, displays or exhibits, or using screws, fastening devices, large nails or adhesive materials.
- 18. ENTRY:**
- A. Owner and Owner's representatives and agents have the right to enter the Premises, at any time, (i) for the purpose of making necessary or agreed repairs, decorations, alterations, improvements, for maintenance or to supply necessary or agreed services; (ii) to verify that Occupant has complied with the terms of this Agreement; or (iii) in case of emergency.
 - B. Owner and Owner's representatives and agents have the right to enter the Premises, upon reasonable notice, to show the Premises to prospective or actual purchasers, occupants, tenants, mortgagees, lenders, appraisers or contractors.
- 19. NO ASSIGNMENT OR SUBLETTING:** Occupant shall not assign any interest in this Agreement or sublet any part of the Premises. If this Agreement is assigned or the Premises or any part thereof is sublet, (i) Occupant, Authorized Guests, assignee(s), sub-lessee(s) and all others may be required to immediately leave the Premises, or be removed from it; (ii) Occupant is in breach of this Agreement; and (iii) Occupant forfeits its right to return of any security deposit.
- 20. UNAVAILABILITY:** If for any reason, except tropical storms and hurricanes, beyond the control of Owner or Owner's Representative, the Premises is unavailable, Owner or Owner's Representative may substitute a comparable unit or cancel this Agreement and refund in full to Occupant all payments made.
- 21. OCCUPANT'S OBLIGATIONS UPON TERMINATION OF OCCUPANCY:** Upon termination of occupancy, Occupant shall: (i) give Owner all copies of all keys or opening devices to the Premises, including any common areas; (ii) vacate the Premises and surrender it to Owner empty of all persons; (iii) vacate any/all parking and/or storage space; and (iv) deliver the Premises to Owner in the same condition less ordinary wear and tear as received upon arrival.
- 22. PERSONAL PROPERTY AND INJURY:**
- A. **Owner Insurance:** Occupant's or guests' personal property, including vehicles, are not insured by Owner or, if applicable, HOA, against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Owner does not insure against personal injury to Occupant or guests due to any reason other than the condition of the Premises.
 - B. **Occupant Insurance:** Owner recommends that Occupant carry or obtains insurance to protect Occupant and guests and their personal property from any loss or damage.
 - C. **Indemnity and Hold Harmless:** Occupant agrees to indemnify, defend and hold harmless Owner and Owner's Representative from all claims, disputes, litigation, judgments, costs and attorney fees resulting from loss, damage or injury to Occupant or Occupant's guests or their personal property.
- 23. MEDIATION:** Occupant agrees to mediate any dispute or claim arising out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. Mediation fees, if any, shall be divided equally among the parties involved.
- 24. DATABASE DISCLOSURE:** Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Owner nor Owner's Agent, if any, are required to check this website. If Occupant wants further information, Occupant should obtain information directly from this

website.)

- 25. JOINT AND INDIVIDUAL OBLIGATIONS:** If there is more than one paying Occupant, each one shall be individually and completely responsible for the performance of all obligations under this Agreement, jointly and individually with every other Occupant.
- 26. TRANSIENT OCCUPANCY:** Occupant is renting the Premises as a transient lodger for the number of days specified in the INVOICE from Owner who retains full legal, possessory and access rights.
- 27. KEYS; LOCKS & ENTRY CODE:** Upon arrival and check-in, Occupant will receive a code to a lockbox containing 2 keys to the Premises. Occupant will use the four-digit code provided by Occupant for front door entry.
- 28. PARKING:** Five spaces are provided for Occupant and guest parking; up to one in the carport and four in the driveway. Street parking is not available. Occupant assumes the risk for parking violations if Occupant or Occupant's guest's park on the street in violation of Hatteras by the Sea and Dare County parking ordinances. Parking in neighbor's yard or driveway is a material breach of this contract. **NO RVs or CAMPING TRAILERS are PERMITTED.**
- 29. OCCUPANT AGE REQUIREMENTS AND DRIVER'S LICENSE:** Occupant must be at least 25 years of age and attach a clearly legible copy of the front of Occupant's driver's license to this agreement.
- 30. RENTAL POLICY ON PRIVACY-** In order to improve the rental experience for all Guests and to preserve the standard of quality established by the Agent/Owners, all Guests are reviewed using www.guestchecker.com. This contract may be canceled based on the results of this search. At any time during, before, or after your stay, your information may be shared with www.guestchecker.com.
- 31. OTHER TERMS AND CONDITIONS, including emailed ATTACHED SUPPLEMENTS:**
1) Check-in procedure 2) Check out checklist.
- 32. ENTIRE CONTRACT:** Time is of the essence. All prior agreements between Owner and Occupant are incorporated in this Agreement, which constitutes the entire contract. It is intended as a final expression of the parties' agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this Agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this Agreement. Any provision of this Agreement that is held to be invalid shall not affect the validity or enforceability of any other provision in this Agreement. The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach. This Agreement shall be governed and construed in accordance with the laws of the State of North Carolina. North Carolina shall have personal jurisdiction over the parties and the county in which the Premises is located shall be the forum for any legal action brought in relation to this Agreement.

SIGNATURE:

YOU ARE SIGNING THIS CONTRACT DIGITALLY. YOUR ACCEPTANCE ON THIS WEB SITE CONSTITUTES YOUR AGREEMENT TO BE BOUND BY THIS CONTRACT.

You must be 25 years of age to book this property and we have a 7-day or longer minimum (depending on the season) rental period. Any bookings made through the web site are pending until they are accepted by the Owner or Owner's Representative and a signed and completed copy of Attachment "A" is received along with a clearly legible copy of the Occupant's driver's license. If your booking is not accepted we will let you know right away.

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**VACATION RENTAL AGREEMENT
ATTACHMENT "A"**

AUTHORIZED GUESTS

- (1). _____ (Name)_ Sex (M or F) ____ (Age)
- (2). _____ (Name)_ Sex (M or F) ____ (Age)
- (3). _____ (Name)_ Sex (M or F) ____ (Age)
- (4). _____ (Name)_ Sex (M or F) ____ (Age)
- (5). _____ (Name)_ Sex (M or F) ____ (Age)
- (6). _____ (Name)_ Sex (M or F) ____ (Age)
- (7). _____ (Name)_ Sex (M or F) ____ (Age)
- (8). _____ (Name)_ Sex (M or F) ____ (Age)
- (9). _____ (Name)_ Sex (M or F) ____ (Age)
- (10). _____ (Name)_ Sex (M or F) ____ (Age)
- (11). _____ (Name)_ Sex (M or F) ____ (Age)
- (12). _____ (Name)_ Sex (M or F) ____ (Age)
- (13). _____ (Name)_ Sex (M or F) ____ (Age)
- (14). _____ (Name)_ Sex (M or F) ____ (Age)
- (15). _____ (Name)_ Sex (M or F) ____ (Age)
- (16). _____ (Name)_ Sex (M or F) ____ (Age)

Signature of Occupant: Date: _____

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VACATION RENTAL AGREEMENT ATTACHMENT "A"

Include a legible copy of Occupant's Driver's License below:



DRIVER'S LICENSE HERE