

Beach Break Beach House

314 Hogan Woods Circle
Chapel Hill, NC 27516
919-968-9059
beachbreak.buoy5.com
beachbreakobx@gmail.com

Check In Date: _____

Check Out Date: _____

Vacation Rental Agreement

Please Sign and Return

In consideration of the monies received and mutual promises, contained herein, the Owner of the subject property, Richard Trusky, hereinafter "Owner", does hereby lease and rent to Tenant the certain property described herein and under the following terms and conditions. Unit information, rental rate and other financial data is set forth on this lease.

1. **ADVANCE RENT PAYMENT.** The amount specified as the advance payment sum set forth herein, which includes one-half (1/2) of the gross rental rate, the security deposit and this signed lease agreement must be returned Richard Trusky, within 7 days after the same has been forwarded to you or the reservation will be automatically canceled without notice. This agreement shall not be binding unless and until the Owner has received the amount specified and all checks have cleared the bank.

2. **BALANCE DUE** must be received by the Owner Thirty (30) days prior to arrival and may be paid by personal check, money order, cashier's check or accepted credit card. **NO PERSONAL CHECKS OR COMPANY CHECKS WILL BE ACCEPTED WITHIN THE 30 DAY PERIOD PRIOR TO CHECK IN.** A \$25.00 handling fee will be charged for all returned checks. For reservations made less than 30 days from check in, all funds or TOTAL, as shown are immediately due. **ALL RESERVATIONS MUST BE PAID IN FULL PRIOR TO CHECK IN. A VACATION RENTAL AGREEMENT MUST BE SIGNED PRIOR TO CHECK IN.**

3. **All Security Deposits will be returned within forty-five (45) days of termination of occupancy, less any deductions authorized pursuant to the North Carolina Security Deposit Act.**

4. **CANCELLATIONS/TRANSFERS** must be in writing and received by the Owner. In case of cancellations, **no refund of rents paid will be made until the canceled period is re-rented and confirmed.** If the unit is not re-rented, all rents paid, processing fees and taxes shall be forfeited as damages. If the canceled period is re-rented, any rent and taxes paid will be refunded less a \$50 administrative fee. Transfers occurring from a higher rental rate to a lower rental rate will remain at the higher rental rate unless the original higher rental rate week is re-rented and confirmed. A \$50.00 administrative fee applies to all transfers including transfers within the same unit.

5. **TERMINATION.** If the Tenant or any member of his party violates any of the terms of this agreement, the Owner may, at the Owner's sole discretion, terminate this lease with no refund of the used portions of the rents unless the property is able to be re-rented, and may enter the premises and remove Tenant, the members of his party and their belongings. Tenant is notified that they will be subject to an expedited eviction procedure pursuant to the "Vacation Rental Act".

6. **PETS** are not permitted in on the property. Violation is grounds for immediate termination with no refunds of rent, tax or deposit

7. **ALL RENTALS ARE TO FAMILIES AND RESPONSIBLE ADULTS ONLY.** No high school, college or civic groups, chaperoned or not, are permitted. Violation is grounds for immediate termination. Properties are patrolled on a regular basis. The Tenant signing this agreement must be at least 25 years old. Tenant acknowledges that he/she will personally occupy the property for the entire lease period and will not sublet any portion of the property. **Occupancy is restricted to 12 people.** Violation of any of these terms shall give right to termination. Tenant agrees that the premises shall not be used for any illegal or unlawful purpose. Occupancy and use of the premises and common areas in such a fashion that disturbs or offends other guests or residents shall be deemed grounds for termination. We wish you to have an enjoyable vacation, but you must respect the rights of other guests.

8. **CHECK IN** will be after 3:00 P. M. on the arrival date with no early occupancy requests.

9. **CHECK OUT** on the date of departure will be by 10:00 A. M.

10. **FURNISHINGS.** All properties are equipped and furnished to the Owner's taste and are set up for light housekeeping. Mattress pads, pillows, blanket and bedspreads are provided. **TENANTS MUST PROVIDE PAPER GOODS AND CLEANING PRODUCTS. LINENS ARE PROVIDED FROM JUNE – SEPTEMBER ONLY.**

11. **APPLIANCE MALFUNCTIONS** or service requests for air conditioning, televisions, hot tubs, pools, appliances etc..... will be responded to as quickly as possible. There are no rebates or refunds issued to Tenants for any reason as every good faith effort is made to insure the property is maintained to highest standards.

12. **CARE OF PROPERTY.** Tenant is expected to care for the property as if it were their own. Tenants are notified that the North Carolina "Vacation Rental Act" provides certain obligations on the Tenant regarding care and use of the property and Tenant agrees to be bound and responsible for the provisions contained therein. In additions, Tenant acknowledges that unless Owner is notified on day of check-in of any damage or cleaning concerns, then thereafter, all damages or concerns to the property during the occupancy will be Tenants responsibility and must be reported to the OWNER and paid prior to departure. Rearranging of furniture is not permitted. Tenant must leave the property in a clean condition to include the following: All trash removed from the cottage. All dishes washed and put away. All floors vacuumed. All doors and windows closed and locked. All keys returned my mail at check out time. All breakage reported to the office. No telephone charges. No Pet hair anywhere in the home. Cottage must be left the same as you found it. Failure to comply will give the Owner the right to deduct appropriate sums from the special deposit plus a \$25.00 processing fee prior to returning the balance to Tenant. You will be charged for anything on this list that is not completed prior to check out.

13. **TELEPHONES** are provided for local calls only. Tenant may make unlimited calls within the local exchanges. Calls out side of the local area or information request calls are additional and Tenant is expected to use their calling card. OWNER will accept no toll phone charges for any reason whatsoever.

14. **GRILLING** is permitted only on concrete driveways and grill installed on property. **ABSOLUTELY NO GRILLING ALLOWED ON DECKS, PORCHES, UNDER UNITS OR NEAR WOODED AREAS.** Use of fireworks is prohibited.

15. **WATER** is a limited resource. Excess water will be charged to Tenant. **NO PORTABLE HOT TUBS ARE ALLOWED ON PREMISES.**

16. **HURRICANES** and other inclement weather are always a possibility. Refunds cannot be made due to inclement weather. If Kill Devil Hills is threatened by a Hurricane, we ask that you adhere to the instructions of the Dare County Emergency Management Center and Colony Realty. If a mandatory evacuation is issued, you are required by law to leave. Once the Hurricane has passed, please call the office to make arrangements for your return to your rental unit. No refunds or credits will be given for hurricane evacuations.

17. **LOCKED AREAS** for which Tenant is not provided a key, such as owners personal storage areas, are exempt from this lease agreement and are off limits to the Tenant. Forced entry into these areas is cause for immediate termination and Tenant will be charged for damage and/or missing items.

18. **IN THE EVENT** that the Owner is unable to deliver said property to Tenant under this lease agreement prior to occupancy because of fire, eminent domain, act of nature, double booking, delay in construction or any other reason whatsoever, Tenant hereby agrees that the Owner's sole liability as a result of these conditions is a full refund of all consideration previously tendered by Tenant. Pursuant to the terms of this lease, Tenant expressly acknowledges that in no event shall Owner be held liable for any

consequential or secondary damages, including but not limited to, any expenses incurred as a result of moving for any damage, destruction or loss.

19. TRANSFER OF PROPERTY. Should the present Owner transfer title to the real property, which is subject to this lease, the Owner is obligated to disclose to the Grantee certain information regarding existing leases. For rentals which end more than one hundred eighty (180) days after such recording of the interest to Owner's successor in interest, the successor in interest will not be bound for any rents which end more than one hundred eighty (180) days after such recording unless they agree to be bound in writing. If such successor in interest does not agree to be bound in writing, you will be notified in writing and will receive a refund of any payments made by you.

20. LOST, STOLEN OR ABANDONED ARTICLES Owner shall have any responsibility for lost, stolen or abandoned items. There will be a \$25.00 plus shipping for any returned items.

21. INDEMNITY. The Tenant agrees to release and indemnify the Owner from and against all liability, should anyone be injured upon the premises during the term of the lease, resulting from any cause whatsoever, except in the case of personal injury caused by the negligent act of the Owner, his Owner or the Owner's employees.

22. ACKNOWLEDGMENT. Tenant acknowledges they have reviewed and understand the terms of this lease and agree to be bound thereby.

23. The following people will occupy the premises:

If there is more than one (1) Tenant. Tenants acknowledge that the following person is the one who Owner may deal with:

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 LEASE THIS PROPERTY FOR A VACATION RENTAL.

(Please Print):

TENANT(S) NAME:	SIGNATURE:
ADDRESS:	DATE: SEAL
CITY: STATE: ZIP:	
PHONE: EMAIL:	
Richard Trusky:	
	DATE: SEAL

Please return this lease with your DEPOSIT and a COPY OF YOUR DRIVER'S LICENSE license to:

Rich Trusky
 314 Hogan Woods Circle
 Chapel Hill, NC 27516