

Dolphin Realty, Inc.

P.O. Box 387

Hatteras, NC 27943

252-986-2562 or 800-338-4775

www.dolphin-realty.com

dolphin-realty@outer-banks.com



Vacation Rental Agreement

Please Sign and Return

In consideration of the monies received and mutual promises, contained herein, the Owner of the subject property, through Dolphin Realty, Inc. hereinafter "Agent", 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 administrative fee, lodging protection plan premium, etc. and this signed lease agreement must be returned to Dolphin Realty, Inc. 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 Agent has received the amount specified and all checks have cleared the bank.
2. **BALANCE DUE,** including taxes, any handling fee, security deposit and any and all fees for goods or services as shown, must be received by Dolphin Realty, Inc. 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 ADVANCE PAYMENTS, RENT BALANCES, SECURITY/DAMAGE DEPOSITS AND ALL OTHER RECEIPTS FROM TENANT ARE DEPOSITED IN DOLPHIN REALTY, INC'S INTEREST BEARING TRUST ACCOUNTS AT THE EAST CAROLINA BANK, HATTERAS, NORTH CAROLINA WITH ALL INTEREST ACCRUED PAYABLE TO DOLPHIN REALTY, INC. UP TO ONE-HALF OF THE GROSS RENT AND ALL BALANCE OF RENT PAYMENTS MAY BE DISTRIBUTED TO THE OWNER ON A MONTHLY BASIS. 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. **TAXES** as required by North Carolina include the collection of a seven percent (7.0%) Sales and Use Tax on all fees for goods and services charged to Tenant and a five percent (5.0%) Lodging Tax on the rental rate and any pet rent. **Taxes are subject to change.**
5. **CANCELLATIONS/TRANSFERS** must be in writing and received by Agent. 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.
6. **TERMINATION.** If the Tenant or any member of his party violates any of the terms of this agreement, the Agent may, at the Agent'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".
7. **PETS** are not permitted in any of the rental properties with the exception of designated pet properties. Violation is grounds for immediate termination with no refunds of rent, tax or deposit. If pets are allowed, an additional rental fee applies and pet agreement must be executed within the contract.
8. **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. 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 restricted to the maximum occupancy as set forth in this lease. 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.
9. **CHECK IN** will be after 4:00 P. M. on the arrival date with no early occupancy requests.
10. **CHECK OUT** on the date of departure will be by 10:00 A. M.
11. **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, CLEANING PRODUCTS AND LINENS.**
12. **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.
13. **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 Agent 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 AGENT 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 to the office by 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 Agent 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.
14. **TELEPHONES** are provided in some cottages and cabanas, and if provided, 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. Agent will accept no toll phone charges for any reason whatsoever.
15. **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.
16. **WATER** is a limited resource. Excess water will be charged to Tenant. **NO PORTABLE HOT TUBS ARE ALLOWED ON PREMISES.**
17. **HURRICANES** and other inclement weather are always a possibility. Tenant agrees to comply with Dolphin Realty, Inc. Hurricane Policy, instructions from Dolphin Realty, Inc. staff and any advisory statement from any local emergency authorities.
18. **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.

19. 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 Agent's and 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 Agent or 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.

20. 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.

21. LOST, STOLEN OR ABANDONED ARTICLES. Neither Agent nor Owner shall have any responsibility for lost, stolen or abandoned items. There will be a \$25.00 plus shipping for any returned items.

22. INDEMNITY. The Tenant agrees to release and indemnify the Owner and His Agent 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 Agent or the Agent's employees.

23. It is acknowledged that Agent may accept commissions from independent businesses for goods and services pertaining to the property or the tenancy.

24. ACKNOWLEDGMENT. Tenant acknowledges they have reviewed and understand the terms of this lease and agree to be bound thereby. Short term cabana reservations cannot be guaranteed a specific unit for a short term stay.

25. 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 Agent may deal with:

26. I have reviewed the Lodging Protection Plan, Group Plan Code UN 2000, I understand that no coverage is in force unless payment has been made for this plan. I acknowledge that I have been offered the Lodging Protection Plan. I am under no obligation to purchase the plan and may deduct the cost from my Advance Rental Deposit.

LODGING PROTECTION PLAN YES NO . Tenant is notified that pursuant to North Carolina General Statute Section 42A-36, unless you purchase such Lodging Protection Plan insurance, that upon an order of mandatory evacuation, you will not be entitled to a refund from the Owner for prorated rent for each night that you are unable to occupy the property because of the mandatory evacuation order. Pursuant to the North Carolina "Vacation Rental Act", you will be obligated to comply with and vacate the premises upon a mandatory evacuation order.

27. I have have not made arrangements to bring a pet. WHEREAS, the undersigned, as Tenants, are renting a property that allows pet(s) and have arranged with the Agent to have a pet(s) on the premises. NOW, THEREFORE, as additional terms, Tenants covenant and agree as follows.

1. Number and type of pet we are bringing is _____.

2. We understand that:

- (a) We may be asked to make an additional Cleaning/Damage Deposit.
- (b) No pet may be left on the premises unless a responsible adult is also present.
- (c) Outside the premises, all pets must be on a leash, but no pet shall be tied outside the unit unless supervised by a responsible adult.
- (d) Pets are not allowed on the furniture, I will be charged if any pet hair is found on furnishings or bedding.
- (e) Pets may not be in any other rental property. Pets may not be on the deck or under any other rental property.
- (f) Pets are not allowed to disturb other guests or neighbors in other properties.

3. We recognize that violation of these terms shall constitute the right of termination pursuant to the Dolphin Realty, Inc. Vacation Rental Agreement. We further agree to be responsible for all COSTS and EXPENSES due to any damage caused by or on account of our pet(s). We recognize that pet hair on furnishings will be considered damage.

Date of Reservation
Reservation Number
Rental Cottage or Cabana
Arrival Date
Departure Date
Reservation Name
Number of Guests

Rental Rate
Administration Fee
Linen and Rental Items
Taxes
Lodging Protection Plan
Special Security Deposit
Total
Advanced Rental Deposit Due
Payments
Total Due 30 Days Prior to Arrival

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:			
DOLPHIN REALTY CONFIRMATION SIGNATURE:			
<small>(FOR DOLPHIN REALTY, INC. AS AGENT FOR OWNER)</small>			
DATE:			SEAL

THIS LEASE IS NOT VALID UNLESS SIGNED BY TENANT AND AGENT.