

**Margaret Rudd & Associates, Inc., Realtors, (hereafter referred to as MRA) and its employees shall always act as agents for the Owner (Landlord).**

**1.** MRA reserves the right to rent to tenants age 25 or older. Any tenant under age 25 will not be allowed to check-in and will be liable for lost rents and other monetary damages if property is not re-rented. It is the policy of MRA to rent only to responsible groups due to our obligations to our homeowners. We lease homes without respect to the race, color, religion, sex, national origin, handicap or familial status of any party. No high school or college groups are permitted regardless of age.

MRA properties are not event-friendly and absolutely no house parties are allowed, including wedding receptions. Any group whose behavior creates a disruption or interferes with their neighbor's peaceful enjoyment of their property will not be allowed to stay and no refund or rents will be made. Any group misrepresenting themselves will be denied occupancy and no refund of rents will be made.

Vacations are all about getting together and connecting with family and friends. We ask that tenants be respectful of the number of people that a home can accommodate (see section 7 – Accommodations). Gatherings that might exceed the occupancy level of the home by more than 50% will require pre-approval and could result in additional rent.

**2. Disbursement of Rent and Third Party Fees** – Tenant authorizes MRA to disburse up to 50% of the rent to the owner (or as the owner directs) prior to Tenant's occupancy of the Premises and to distribute the balance of the rent upon either commencement of the tenancy, a material breach of the 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 MRA 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 MRA for reservation, transfer or cancellation of Tenant's tenancy.

**3. Security Deposit** – Tenant is responsible for any actual damage done to the property and contents, whether accidental or willful, except normal wear and tear. Security Deposit may be applied to actual damages caused by Tenant as permitted under the Tenant Security Deposit Act. MRA shall apply, account for, or refund Tenant's security deposit within 45 days following the end of the tenancy. As an alternative to paying a traditional security deposit you may purchase a Vacation Rental Damage Protection plan designed to cover unintentional damages to the rental unit interior that occur during your stay. If purchased, the policy will pay a maximum benefit of \$3000.00. Tenant will be responsible for costs exceeding \$3000.00. If, during your stay at one of our rental properties, an Insured Person causes any damage to real or personal property of the unit as a result of inadvertent acts or omissions, the Insurer will reimburse the Insured for the cost of repair or replacement of such property up to a maximum benefit of \$3000.00. Certain terms and conditions apply. Full details of the Vacation Rental Damage Protection coverage are contained in the Certificate of Insurance or Insurance Policy. The Vacation Rental Damage Protection 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 Margaret Rudd & Associates, Inc., REALTORS any amount payable under the terms and conditions of the Vacation Rental Damage Protection.** MRA receives a percentage of the plan cost. Tenant is solely responsible for any intentional or willful damage to property.

**4. Trust Account** – Any advance payment made by Tenant shall be deposited in a trust account with BB&T Bank located on Oak Island, NC. 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, MRA.

**5. Tenant Duties** – Tenant is to report any problems to MRA immediately upon discovery. 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 as 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 MRA 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. No house parties are allowed. Above ground pools or "kiddie pools" are not allowed at the rental property. Tenants may be charged up to \$300 for excessive or careless use of water which will be charged to the credit card on file up to 45 days from departure. Tenant's breach of any duty contained in this paragraph shall be considered material, and shall result in the immediate termination of tenancy without refund. Tenant will be responsible for 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. No firearms, explosives or fireworks permitted on any leased property. If state or local authorities order a mandatory evacuation of an area that includes premises, Tenant shall comply with the order.

**6. Agent Duties** – If at the time Tenant is to begin occupancy of the Premises MRA cannot provide the premises in a fit and habitable condition or substitute a reasonably comparable property in such condition, MRA shall refund to Tenant all payments made by Tenant not previously advanced to owner's account. MRA will

also attempt to recover monies previously dispersed to owner for benefit of tenant. MRA reserves the right to substitute comparable accommodations if circumstances require. Under no circumstances will Owner or MRA be liable for any consequential damage, including but not limited to, any expense incurred as a result of Tenant's moving or renting another property at additional cost. We will make every effort to make this a most enjoyable vacation. However, no refunds will be given for inclement weather, neighboring construction, insects, noise, loss of view, breakdown of appliances, or air conditioners, interruption in television, telephone or internet services, or other conditions over which we have no control. MRA will not be responsible for amenities or services managed by a third party. MRA 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. Accommodations** - Each property is privately owned. Equipment and furnishings are according to the individual owner's taste. Homes are set up for normal housekeeping including a coffee maker, basic kitchen equipment, and cleaning tools. However neither MRA nor Owner will be responsible for providing any additional furnishings or equipment. All beds will have mattress pads, pillows, bedspreads and/or blankets. Unless otherwise noted in the property description, MRA defines occupancy levels as no greater than two persons per bed (one person per twin bed). In no instance should occupancy exceed the bedding accommodations provided with the home. Children 3 years of age and under are not included in the occupancy count. Maximum occupancy for reservations lasting one month or longer is two persons, unless agreed otherwise. Unless specifically indicated, towels and linen are not included and must be furnished by tenant along with cleaning detergents, paper products and personal items. If your accommodations are listed with internet access, please bring a cable in case the access is not wireless.

**8. Transfer of Premises** – 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 10 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 of 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.

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 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.

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. 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.

**10. Indemnification and Hold Harmless; Right of Entry; Assignment** – Tenant agrees to Indemnify and hold harmless MRA and the owner from and against any liability for personal injury, property damage, loss or theft 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 MRA or the owner to comply with the Vacation Rental Act. Tenant acknowledges waiver of liability including use of special features such as hot tubs, whirlpools, pools, elevators and agrees that use of features by tenant or tenant's guests is at their own risk. Tenant agrees that MRA, 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 MRA 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 MRA.

## **11. Other Terms and Conditions**

**A. Payment** - For weekly reservations made more than 30 days in advance of check-in date, 50% of rental rate, optional travel insurance premium, and reservation fee is due within 10 days of booking and may be paid by personal check, money order, Visa, Mastercard, or Discover. The balance (remaining rent, fees, tax and security deposit) is due 30 days prior to arrival and may be paid by personal check, money order, Visa,

Mastercard, or Discover. Checks will not be accepted less than 30 days prior to check in. For reservations lasting less than 7 days, full payment is due within 10 days of booking. If the check-in date is within 30 days of time of booking, full payment of the reservation will be required within 72 hours. All checks must be written on a US affiliated bank, and be clearly marked US FUNDS. Otherwise any collection fee charged by our bank will be passed on to the tenant.

- B. **Pet Policy** – Dogs are allowed in dog friendly cottages only with required non-refundable pet fee. No other type of pet will be permitted. There should be no more than two (2) dogs on the grounds. If property does not specify Dog Friendly, and a pet is discovered on the property, it will be considered a material breach of the contract and Tenant will be subjected to expedited eviction. Tenant will be charged a \$250 fee as well as be held responsible for additional cleaning charges, flea treatment charges, any lost income, and all expenses related to restoring the property to a satisfactory level as determined by MRA.
- C. **No Smoking Policy** - Smoking in a rental unit designated as No Smoking is considered a breach of contract and grounds for expedited eviction. If MRA, at their sole discretion, determines a tenant has smoked in a property, tenant will be charged a \$250 fee as well as be held responsible for any and all costs incurred to remove evidence of cigarettes or cigarette smoke, including any loss of future rents.

**12. Cancellation Procedures** - If a reservation is cancelled for any reason, advance rent will not be refunded unless property is re-rented for the same time period. Once sufficient payment is received from new tenant, the advance rent, less a \$75.00 cancellation fee, trip insurance premium (if purchased), and any discount offered to secure a re-booking, will be refunded. Advance rents cannot be transferred to another property. 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 MRA, shall be responsible for seeking reimbursement of any fees paid by Tenant to MRA for goods, services, or benefits procured from third parties for the benefit of Tenant that have been paid prior to Tenant's cancellation. If you book a last minute reservation, and simply fail to arrive, your credit card will be charged.

**13. CSA Guest Protect / Travel Protection and Assistance Program** - MRA is proud to offer trip cancellation/interruption insurance on vacation rentals. The insurance is shown as an option on your Vacation Rental Agreement. Please specify on contract if you would like to purchase insurance coverage. Once purchased you have 10 days to cancel the coverage, after that time period there will be no refund. Typically the insurance is purchased with the first payment, but it may be added as late as but not after final payment. We highly recommend purchase of this coverage for situations from which you may not recover your financial investment due to illness, accident, death, mandatory evacuations and other insured events. Because we offer insurance, there will be no refund for insurable events if Tenant refused above-mentioned insurance. For questions regarding the insurance, please contact CSA Inc., directly at 1-866-999-4018. MRA receives a commission based on the rental amount from CSA, Inc.

#### **14. Check-In / Check-Out Procedures**

- A. **Check-In** - is at our 210 Country Club Drive office from 3:00 p.m. until 5:00 p.m., or when unit has been released by our housekeeping department. Any discrepancies with cleaning upon arrival will be evaluated and corrected if necessary only if reported within 24 hours. Discrepancies reported at the end of tenancy will not be addressed or considered in any way. **EARLY CHECK IN IS NEVER PROMISED.** MRA reserves the right to delay check-in until 6:00 p.m. for special cleaning and maintenance circumstances. Late Arrivals should call in advance for arrangements.
- B. **Check-Out** - is prior to 10:00 a.m. All guests must be off the property by 10:00 a.m. You may check out by phone during summer months, or by returning all keys to our office.
- C. **Cleaning** - Unless departure cleaning has been purchased, or is specifically included with the property, tenant is responsible for the following: Vacuum/Sweep and mop all interior floors. All tables, counter tops, and cabinet surfaces should be wiped clean. Bathtubs, showers, sinks, and toilets thoroughly cleaned with a cleaning agent. All rental linen should be removed from the beds. Beds should be remade with spreads as found. Empty all trash cans and place trash in outside receptacle. All dishes must be clean, dry and in the cabinets. All kitchen appliances wiped clean, interior and exterior, remove all food and personal items from the property. Return all furnishings to original position, Secure all doors and windows. Unit will be inspected after departure. If unit is not left in satisfactory condition, all expenses incurred will be the responsibility of the tenant.

It is understood and agreed that MRA and their employees, for the purpose of clean-up and repairs, may enter the premises at 10am on the day of departure and may remain until 6pm on the day of arrival if necessary. MRA will make every effort, but will not guarantee, to have the property ready for check in by 3pm.

**15. Lost and Found** - We will not be responsible for any items left in the unit. Found items will be returned. Any expense incurred will be the responsibility of the tenant, including but not limited to shipping and a \$10 handling fee. Items unclaimed within 30 days of check out will be donated to a local charity.

**16. Advance Year Reservation (7 night minimum)** – Provisional reservations (reservations for a future period for which rates have not been set) can be made up to 51 weeks in advance. A non-refundable \$50.00 plus tax administrative holding fee is required for pre-reservations and must be paid to MRA within 10 days of making

your reservation. This fee holds the home off the market until a Vacation Rental Agreement is sent to you in January and returned along with your deposit within the required time frame.

Owners have first priority, even over "held" advance year reservations, up until the reservation is confirmed. The current year's tenant has first rights to rent the same house for the same week the following year. In order to do so, these priority reservations must be made by the close of business on the Friday of your arrival week. If not made within that time frame, properties are released for reservation on a first request basis the Monday after the week has passed. It is understood that rental rates and fees are subject to change and will be confirmed/finalized the following January.

**17. Homes for Sale** - Some vacation properties are also for sale in the Southport/Oak Island area. Please let us know if you are interested in learning more about local properties while you are here. We look forward to the opportunity to work with you on the purchase of property here where you vacation. We reserve the right to show each rental listed for sale to potential buyers. Efforts will be made to schedule the showing as not to interrupt your vacation.

MRA is not responsible for errors in advertised material and rates are subject to change without notice.