

## Vacation Rental Agreement

THIS IS A VACATION RENTAL AGREEMENT UNDER THE NORTH CAROLINA VACATION RENTAL ACT (the "VRA"). 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 THIS AGREEMENT AND YOUR INTENT TO USE THIS PROPERTY FOR A VACATION RENTAL. [Click here to view the NC Vacation Rental Act](#)

Real Estate Agency: iTrip Vacations NC Beaches, 8200 River Road, Wilmington, NC 28412

Phone: 910-398-8453 Email: ncbeaches@itrip.net

Tenant: TenantName Phone: TenantPhone Email: TenantEmail  
Address: TenantStreet, TenantCity, TenantState, TenantPostal

The Owner of the subject property described below (the "Property"), through iTrip Vacations NC Beaches ("Agent"), does hereby rent to Tenant the Property on the terms and conditions of: 1) this Agreement, 2) the VRA, and 3) the Rental Policies of Agent as described herein and on Agent's website - [itripncbeaches.com](http://itripncbeaches.com) iTrip Vacations NC Beaches is acting solely as an agent of the Owner in this transaction.

1. Property: This Agreement will confirm your rental of Marsh Haven for NumNights nights and the maximum occupancy is 7  
Address of Property: 221 N Bald Head Wynd Unit 14B, Bald Head Island, NC 28461
2. Term: Check-In: ..... CheckinDate CheckinTime  
Check-Out: ..... CheckoutDate CheckoutTime
3. Rent: Tenant agrees to pay rent for the Property in the amount of \$ Rental in accordance with paragraph 4 below:
4. Financial Terms: INITIAL PAYMENT is due upon reservation booking. The initial payment includes:

Rental: ..... \$ Rental  
Administrative Fee: ..... \$ ProcessingFee  
Limited Damage Waiver: ..... \$95.00  
Security Deposit (if no LDW): ..... \$ RefundableSecurityDeposit  
Cleaning Fee: ..... \$ CleaningFee  
Travel Insurance Premium (if Purchased): ..... \$ TravelInsurance  
Taxes: ..... \$ AreaTax  
Total: ..... \$ TotalAmount

Deposit: ..... \$ DepositAmount (due DepositDueDate)  
Balance: ..... \$ BalanceAmount (due BalanceDueDate)

If arrival date is less than thirty (30) days from the date you are making the reservation, full payment is due at the time of booking.

Travel Insurance is offered through Rental Guardian. It is an optional service that provides coverage in the event of unforeseeable cancellations. If you requested Travel Insurance at the time of booking the premium is included within this Agreement. If you declined the travel insurance at booking, but decide at a later date you wish to purchase the coverage, please call iTrip Vacations Guest Services at 910-398-8453. For plan details and more information, refer to Rental Guardian at 1-833-610-0736 or [www.rentalguardian.com](http://www.rentalguardian.com). Agent is not a licensed insurance agent and cannot answer any specific questions pertaining to insurance. Note: Tenant's decision with respect to the purchase of travel insurance will affect Tenant's rights in the event of a mandatory evacuation (see paragraph 18 below and the VRA).

Taxes as of the time of this Agreement are 12.75 % comprised of 6.75% state/county sales tax and 6% Village of BHI Accommodation Tax. These monies are due in addition to the rental amount. The tax rates are governed by Brunswick County, BHI, and the State of North Carolina and are subject to change without notice.

### LIMITED DAMAGE WAIVER PROGRAM

1. Terms of Waiver: As an enrolled, Covered Guest, staying at an iTrip Franchisee property, under this plan, you will not be obligated to pay for Covered Damage (defined below) to real or personal property of the owner of the rental unit located within the rental unit occupied by the Covered Guest. When the Covered Guest purchases this plan, the property manager waives the right to charge the Covered Guest for Covered Damage to the unit as a result of your inadvertent acts or omissions during the duration of the Stay. Maximum limit of this waiver of liability is \$2,375.00 aggregate per stay.
2. Conditions: The Limited Damage Waiver Program has certain conditions. Covered Damage does not include, and the Covered Guest remains liable for, the following: • Damages caused by Intentional Acts of a Covered Guest • Damages caused by gross negligence or willful and wanton conduct. • Any damage that the Covered Guest does not report to iTrip staff in writing by the time the Covered Guest checks out of the unit. • Damage from theft without a valid police report. • Damage caused by any pet or other animals brought onto the premises by any Guests, whether or not the property is "pet friendly". • Damage or loss of any property owned by or brought onto the premises by a Covered Guest or invitee of Covered Guest. • Property Damage resulting from any motorized vehicle or watercraft operated by a Covered Guest. • Damaged Caused by any forbidden items or property usage including but not limited to BBQ Grills, Candles, Cigarettes, etc.
3. Definitions: • "Covered Damage": All damages to property of the unit's owner, up to \$2,375.00 in the aggregate for each Stay, that occurs during the Covered Guest's stay and that is the result of the inadvertent acts or

- omissions of the Covered Guest or the Covered Guest's invitee, excluding the damages listed in the conditions section above. • "Covered Guest": All registered guests and all persons booked to share the same unit of accommodations, and have paid the required plan cost. • "Stay": The stay at an iTrip unit, from the date of a Covered Guest's check-in to the date of check-out.
4. Administrative Procedure: iTrip staff will administer and determine whether a damage qualifies as Covered Damage. Such staff will have the sole authority to determine the nature and extent of damages, necessary repairs and eligibility for the waiver of liability described herein. The Covered Guest must report any theft or damage to the unit or its contents to iTrip staff by the time of check-out or any otherwise applicable damage waiver for such Covered Guest will be void. The iTrip Franchisee has ultimate claim administration authority. Arbitration is required prior to litigation.
5. Terms of Coverage: The plan takes effect upon check-in on the booked arrival date to an iTrip unit. All coverage shall terminate upon normal check-out time of the iTrip unit or the departure of the Covered Guest, whichever occurs first.
6. Fee: \$95.00 for your covered stay. This fee is non-refundable.

#### **IMPORTANT NOTE:**

Violation of any condition of the terms of iTrip voids the Damage Waiver Program without refund of any portion of booking/damage waiver fee. Guest Agrees that damages not covered by the Damage Waiver Program or in excess of the Damage Waiver Program limit of \$2,375.00 shall be paid by guest immediately. Guest authorizes iTrip to charge the cost of damages to guest's credit card in accordance with this agreement and the terms and conditions of the rental agreement. By submitting payment for this reservation, you authorize iTrip to include the costs of this Damage Waiver Program in your reservation. Please contact iTrip directly if you do not wish to participate in this plan or assignment.

Unless Tenant elects the Limited Damage Waiver Program, Tenant agrees to pay for damage to the Unit or property within the Unit, except normal wear and tear, that occurs during the Tenant's stay in the Unit. Tenant authorizes iTrip to charge the amount of damages, as determined solely by iTrip, to guest's credit card in accordance with this agreement

**FINAL PAYMENT** is due thirty (30) days before the arrival date and will include the remaining Rent, any resort fees, pet fees and all applicable taxes. The Reservation Confirmation that you received upon receipt of your initial payment provides the due date and amount of the balance due. Final payment must be made thirty (30) days before the arrival date. If the balance is not received thirty (30) days prior to arrival, Agent shall have the right, without further notification, to deem the reservation canceled, pursuant to paragraph 15 of this Agreement. All reservations must be paid in full prior to check-in and possession of the Property.

5. Disbursement of Rent and Third Parties: Tenant authorizes Agent to disburse up to fifty percent (50%) of the rent set forth in paragraph 3 above to the owner (or as the owner directs) prior to Tenant's occupancy of the Property, and the balance of the rent upon 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 did not have an account at the financial institution.* Tenant also authorizes Agent to disburse prior to Tenant's occupancy of the Property 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. Agent has a contractual relationship with the Landlord of the properties we manage. This relationship employs us to act as their agents and treat all parties, both Tenants and Landlords, honestly, fairly, and in good faith. The price of any services provided by or through Agent, including but not limited to, maintenance, housekeeping, Limited Damage Waiver Program, Travel Insurance, linen and equipment rentals, telephone service, etc. may include a profit for the Agent.

6. Security Deposit: Any security deposit provided for in paragraph 4 above may be applied to actual damages caused by Tenant as permitted under the North Carolina 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 Property. Agent shall apply, account for, or refund Tenant's security deposit within 45 days following the end of the tenancy.

7. Trust Account: All advanced monies received by Agent in connection with the rental of the Property shall be deposited in an interest bearing trust account with First Citizens Bank, 3624 S College Rd, Wilmington, NC 28412. Tenant agrees that any interest thereon shall accrue for the benefit of, and shall be paid to, the owner (or as the owner directs) as it accrues and as often as is permitted by the terms of the account.

#### **8A. Check-In Procedures:**

**Check-in Time:** Check-in begins at 3:00pm to 4:00pm on the arrival date stated on this Agreement. In extreme situations check-in time may need to be extended for additional cleaning and/or maintenance issues. In this event, Agent will make every effort to accommodate the Tenant until the property is ready. At no time shall the Tenant occupy the property BEFORE check-in, including driveways, garage and/or carport, outside showers, pools or hot tubs. Tenant may be charged up to

an additional one (1) day rental if Property is occupied prior to check-in.

**Check-In Access:** Please note all properties will be assigned a door code that will allow access to the property. All door codes are exclusive to each rental and will activate at check-in time and terminate at check-out time. Please Note: Tenant agrees to furnish proper photo identification during random management checks and must verify that they are the Tenant set forth herein and provide a credit card (Visa, Master Card, or American Express) verifying the credit card on.

**Check-In Inspection:** Please perform an inspection of the Property upon check-in. Should you find any issues that need attention such as cleaning or maintenance, contact iTrip Vacations Guest Services via email or text at [ncbeaches@itrip.net](mailto:ncbeaches@itrip.net) or 1-910-398-8453 to report the issue. Agent will make every attempt to correct any issues as soon as possible.

**8B. Check-Out Procedure:** The following check-out procedures must be adhered to for continuance of LDWP coverage.

**Check-out Time:** Check-out is no later than 10AM on the departure date stated on this Agreement. **Possession:** Tenant acknowledges that no possession of the property will be taken or held outside of the time frames set forth in section eight (8), Check-in Procedures within this Agreement. Tenant may use these Property for residential purposes only.

**Removal of Trash:** All trash must be removed from the Property and placed in outside receptacles.

**Personal Items:** Items left behind are not the responsibility of Agent and will not be kept for more than ten

(10) days. Should you find that you left something behind, contact us immediately and we will make every effort to locate the item(s). In the event the item(s) is found, Agent will notify Tenant the items(s) is available for pickup or shipping. All shipping and handling cost will be the expense of Tenant.

**Clean and Return:** All dishes to cabinets; remove all items from the refrigerator.

**Linens:** Remove all bed linens and place on washer in laundry room. Please leave mattress pads in place.

For linens provided by a rental service, place linens in bag provided and leave inside unit, Do not make beds that were slept in.

**Secure Property:** Lock all doors and windows; return parking passes (if applicable).

**Please note:** Door codes will expire at 10am on your check-out day. No occupancy of the Property, including driveways, outside showers, pools or hot tubs after check-out will be permitted. Tenant may be charged up to an additional day rental if Property is occupied after check-out.

**\*\*No refunds will be issued for delayed check-in or early check-outs, damage to guests' belongings due to malfunctioning appliances, HVAC issues, pool & spas issues, plumbing & electrical issues, internet/wifi or tv issues, elevator downtime, inoperable golf carts or bicycles, or inclement weather. Most properties are treated monthly but due to constant foot traffic through open doors and windows we do not issue refunds for unwanted pests. Substitutions, transfers and refunds will not be made upon arrival for any reason. We will make every effort to correct any problem reported during your stay.**

**\*\*There are no rebates or discounts given for utility or construction work occurring near or adjacent to Property. Noise ordinance is enforceable from 10 PM to 8AM.**

**9. Tenant Duties:** The Tenant agrees to comply with all obligations imposed by the VRA on Tenant. Tenant agrees to:

1. Keep that part of the Property which he or she occupies and uses as clean and safe as the conditions of the Property permit and cause no unsafe or unsanitary conditions in the common areas and remainder of the Property that he or she uses;
2. Dispose of all ashes, rubbish, garbage, and other waste in a clean and safe manner;
3. Keep all plumbing fixtures in the Property or used by the Tenant as clean as their condition permits;
4. North Carolina fire codes prohibit cooking on decks, balconies or within 10 feet of the building. Violations are punishable by \$100 fine;
5. Not deliberately or negligently destroy, deface, damage, or remove any part of the Property or render inoperable the smoke detector provided by the Landlord or knowingly permit any person to do so;
6. Comply with all obligations imposed upon the Tenant by current applicable building and housing codes;
7. Be responsible for all damage, defacement, or removal of any Property inside the Property that is in his or her exclusive control unless the damage, defacement, or removal was due to ordinary wear and tear, acts of the Landlord or his or her agent, defective products supplied or repairs authorized by the Landlord, acts of third parties not invitees of the Tenant, or natural forces;
8. Notify the Landlord of the need for replacement of or repairs to a smoke detector. The Landlord shall annually place new batteries in a battery-operated smoke detector, and the Tenant shall replace the batteries as needed during the tenancy. Failure of the Tenant to replace the batteries as needed shall not be considered negligence on the part of the Tenant or the Landlord; and
9. If the Property is part of a Homeowner's Association, Tenant shall comply with the Declaration and any Rules &

**10. NO SMOKING OR VAPING IS ALLOWED IN OR ON PROPERTY GROUNDS.** If any member of your party smokes, the tenant will be in material breach of the lease and grounds for expedited eviction will apply in addition to a fine. This includes inside, on decks and patios, parking areas and in and around the property. Please do not smoke or vape on the premises. Candles, incense, or other lighted products are not permitted. Any evidence of smoking, candles, incense or other lighted products in or around the property will result in additional cleaning fees, fines, and potential eviction. The fine will automatically be charged to the credit card on file, with a minimum fee of \$500.

**11. Parking:** Many properties have a limit on the number of vehicles that may be parked at the unit, this limit is typically 1 or 2 vehicles. Please check the vehicle limit before booking your property. iTrip Vacations will not be able to accommodate extra vehicles outside the posted vehicle limit. When required, parking passes are included in your welcome package located in the rental and **MUST** be displayed at all times during tenancy. Failure to display passes may result in being towed. Towing is an action through the community and/or HOA. Agent has no ability to prevent the action, and does not assume any liability of the action. Please keep all vehicles locked and secure while parked. Agent is not liable for damage, theft or missing Property from vehicles parked during tenancy. Boats, trailers, jet skis, recreational vehicles, and the number and size of vehicles are regulated and strictly enforced. No mobile homes, tents, RV's, campers, trucks with campers, camping trailers, or other accommodations of any type are permitted on the Property during tenancy.

**12. Occupancy Limits:** Occupancy requirements are stated as follows and Tenant acknowledges they understand and will abide by the following:

a. **Maximum Occupancy for Timbercreek Waterfront Condo w/Screened Porch, Steps from Pool+Dock, Bikes, Kayaks, BHI Club w/Golf is 7:** Each property's maximum occupancy is stated within the Agreement, located within the Booking Detail on page one (1) as well as stated here. Timbercreek Waterfront Condo w/Screened Porch, Steps from Pool+Dock, Bikes, Kayaks, BHI Club w/Golf has a maximum of 7 occupants at any given time. Children must be counted within the maximum occupancy unless they are under the age of two (2) and are sleeping in a crib. Under no circumstances can you exceed the limit of 7 during your stay. No parties or large gatherings allowed at any time. If at any given time, the limit is exceeded, the tenant will be in material breach of the lease and grounds for expedited eviction will apply in addition to a fine.

b. **Tenant Requirements:** Tenant stated on the Agreement must be at least twenty five (25) years of age, and acknowledge that they will occupy the Property during the entire tenancy. iTrip requires a list of names and ages of occupants that will occupy the home during the tenancy. Only persons listed as occupants to iTrip are allowed to occupy property during tenancy. Bookings created by guests under 25 years of age will be cancelled without a refund.

c. **Individual & Family groups:** Agent is authorized to rent to individuals and family groups only, unless prior permission is obtained from the Owner. Tenant acknowledges they may not rent the Property in connection to non-family groups without Owner approval; Non-family groups are identified as, but not limited to fraternities, sororities, school, church or civic groups, reunions, weddings, parties or meetings.

d. **No more than 4x Minors per Adult Allowed during tenancy**

**13. Landlord Duties; Agent Duties:** Landlord and Agent shall have the duties outlined in Article 5 of the Vacation Rental Act, including Landlord's duty to provide a fit and habitable Property. Agent shall conduct all brokerage activities in regard to this Agreement without respect to the race, color, religion, sex, national origin, handicap, familial status, sexual orientation or gender identity of any Tenant. The Owner is the Landlord for purposes of this Agreement. Agent acts solely as the rental agent for the Landlord.

**14. Properties & Furnishings:** Properties and furnishings are Property specific, as each Property is individually owned. Agent represents the Property Owner as the managing Agent. As managing Agent, Agent request that the Owners furnish and stock the Property with the vacationing guest in mind, providing well stocked kitchens with adequate cookware and dinnerware; comfortable and clean mattresses including mattress pads, bedspreads and pillows; well operating appliances,

updated electronics and internet services, but ultimately it is at the discretion of the Owner to furnish and stock the Property as they see fit:

**Furnishings, appliances and electronics:** Properties are photographed and offer a written description through the website [www.itrip.net/NCbeaches.com](http://www.itrip.net/NCbeaches.com). In addition, guest services can answer specific questions regarding each property. All fireplaces are for decorative purposes only, they are nonfunctional and should not be used.

**Cleaning & Maintenance:** Every effort has been made during the cleaning and inspection process to insure that all furnishings and equipment is in good working order, the Property is clean and is ready for occupancy; however if the Property is not cleaned to your satisfaction, or a maintenance issue/mechanical failure has occurred, please call our office immediately. We will send a housekeeper or a maintenance tech to take care of your concerns.

**Internet Service:** In the event that internet is required during your stay, please verify that the Property selected provides the service.

**Rules of the House:** In the event there are rules specific to your Property either required by the Owner or if applicable from an HOA, they will be posted at the home and your compliance is necessary.

**Rental Unit for Sale:** Occasionally a Property may go on the market for sale. In such cases Agent reserves the right to show the Property to potential buyers. Agent will make every effort to schedule the showing at

a time that is convenient for Tenant, so as not to interrupt your vacation. Tenant's cooperation is appreciated. **Consumable Products:** Paper products, laundry/dish detergent, personal toiletry items and food staples are not included in the Properties.

**Linens:** Linens are included with all Properties for reservations up to 2 days or more. If linens and towels are damaged or missing there will be an added fee to replace and/or clean those items. Linens and towels should only be used for sleeping in and drying off. Damaged or missing bath towels are \$25, hand towels are \$15, wash cloths are \$10, sheets are \$30, pillow cases are \$15, and bath mats are \$20. Damaged items might include makeup, blood stains, excessive dirt, tanning lotion, and human waste.

**BUNK BED SAFETY WARNINGS:** There are certain risks associated with using a bunk bed and bunk bed ladder, and guests agree that use is at your own risk. Property owner assumes no responsibility for personal loss, injury, or illness of any kind which may result from use of the bunk bed and ladder. The owners are not liable for any accidents occurring. Parents with children should be especially cautioned regarding ladder use and agree to accept all responsibility for minors. While not an exhaustive list of precautions, guests agree to follow these industry standards: 1) Use of top bunk is limited to occupants 6 years or older; 2) Use of top bunk is limited to 1 occupant and a maximum 175 lb weight; 3) No jumping or other horseplay on or around the bed; 4) Always use ladder for entering and leaving the upper bunk.

**15. Cancellations:** Cancellations must be in writing and received by Agent via the mailing address, fax number or email address, all of which are located within this Agreement. No REFUND will be given in the event of unforeseeable cancellations, unless expressly provided for herein. In the event of a cancellation by Tenant, Tenant shall receive a refund of all payments made by Tenant, less an administrative fee of \$350, and any discounts/expenses required to re-rent the property, Travel Insurance Premium and any applicable taxes, if the Property is re-rented by Agent on the terms set forth herein. Refunds will be processed upon receipt of final payment of the new reservation. If the Property is not re-rented on the terms set forth herein, Tenant will not be entitled to a refund of any rent payment made hereunder, and any unpaid rental amount, including taxes and all applicable fees stated on the Agreement, shall be due and payable to Agent. Tenant agrees to pay the balance due upon notice of cancellation.

**16. Transfer of Property:**

- a. If the Owner voluntarily transfers the Property, Tenant has the right to enforce this Agreement against the grantee of the Property if Tenant's occupancy under this Agreement is to end 180 days or less after the grantee's interest in the Property 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 Property, the grantee or the grantee's agent is required to: (i) notify Tenant in writing of the transfer of the Property, 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 Property 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 Property 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 Property, 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 Property, 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.

17. **Property Substitutions:** In the event the Property stated on the Agreement becomes unavailable, Owner/Agents' obligations are limited to notification to Tenant, a full refund of all monies received for unavailable Property, and a good faith effort by Agent to locate a reasonably comparable replacement. Agent reserves the right, and will make every effort to substitute a comparable property however; if reasonable or desirable property is not available or acceptable to Tenant, then Agent will refund all monies to Tenant. If Tenant desires a specific property, but property is more expensive, Tenant agrees to pay the difference. Tenant waives all claims against Owner and Agent for property substitutions.

18. **Mandatory Evacuations or State of Emergency:** If State or local authorities order a mandatory evacuation or state of emergency prohibiting vacation rentals of an area that includes the Property described herein, Tenant, whether in possession of the Property or not, shall comply with the evacuation order. Tenant shall not be entitled to a refund as a result of the mandatory evacuation if Tenant: a) refused insurance offered by Agent that would have compensated Tenant for losses or damages resulting from loss of use of the Property due to a mandatory evacuation order; or b) Tenant purchased insurance offered by Agent. Therefore, insurance is strongly recommended.

19. **Expedited Eviction:** If the tenancy created hereunder is for 30 days or less, the expedited eviction procedures set forth in the VRA 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 Property by fraud or misrepresentation.

20. **Misrepresentation/False Pretenses:** Properties are patrolled on a regular basis. N.C.G.S. §14-100 makes it a crime to obtain rental property under false pretenses. Tenant acknowledges obtaining possession of the Property by fraud or misrepresentation is a crime and a material breach of this Agreement, which will result in Tenant's Expedited Eviction of the Property.

21. **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 gross negligence 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 Property during reasonable hours to inspect the Property, to make such repairs, alterations or improvements thereto as Agent or Owner may deem appropriate, or to show the Property to prospective purchasers or Tenants. Tenant shall not assign this Agreement or sublet the Property in whole or in part without written permission of Agent.

22. **Pets:** Pets are not allowed in Properties that are not pet friendly. If it is determined there is an undisclosed pet in a non-pet friendly Property, the tenant will be in material breach of the lease and grounds for expedited eviction will apply in addition to a \$200.00 fine and a \$100.00 per day pet fee. For pet friendly properties, a non-refundable pet fee will be required. Pets must be disclosed for pet friendly properties at the time of booking. For pet friendly Properties, there is a limit of 2 pets. Agent reserves the right to inspect the Property without notice to verify compliance with pet terms and conditions.

23. **Owner-Provided Golf Carts -** Tenant acknowledges and agrees that the operation of a golf cart

is a serious and potentially hazardous activity. TENANT SHALL BE RESPONSIBLE FOR OPERATION OF OWNER-PROVIDED GOLF CARTS BY TENANT, THEIR FAMILIES AND GUESTS AT THEIR OWN RISK AND FOR ANY AND ALL RELATED DAMAGES RESULTING FROM SUCH OPERATION, WHETHER OR NOT CONSEQUENTIAL. Owner-provided golf carts are equipped with seat belts, use of which is advised by Owner for tenant, their families and guests, and is required for any such operators or passengers of Owner-provided golf carts who are under age 18. NC law requires a valid driver's license to operate any golf cart ANYWHERE on BHI, and operation of an Owner-provided golf cart by any unlicensed Tenant, Tenant family member, or guest is prohibited, Tenant's breach of this provision shall constitute a material breach of this Agreement, and shall result in termination of Tenant's tenancy.

**24. Conflict With Vacation Rental Act; Severability of Provisions:** If any provision of this Agreement is in direct and irreconcilable conflict with a provision of the Vacation Rental Act, that provision of the Vacation Rental Act shall be inserted in its place without effecting any other provisions of this Agreement. If any other provision of this Agreement is declared unenforceable for any reason by a Court of competent jurisdiction, the other provision of this Agreement shall remain in full force and or effect.

**25. Governing Law; Venue; Time Limits For Legal Action:** The parties agree that this Agreement shall be governed by and construed in accordance with the law of the State of North Carolina, and that in the event of a dispute, any legal action may only be instituted in the county where the Property is located. To the full extent permitted by law, any legal action arising from this Agreement must be filed within one (1) year from the end of the tenancy created by this Agreement, or said action shall be considered time-barred.

**CREDIT CARD AUTHORIZATION:** I understand and consent to the use of the credit card provided without original signature on the charge slip, I understand that by "clicking" that I have read the terms and conditions of this property, I am bound by this agreement and I have signed "electronically, and that this Credit Card Authorization cannot be revoked and will not terminate until 90 days after leased premises are vacated. Charges may include but not limited to: unauthorized long distance telephone, cable, satellite TV or internet charges, damages beyond normal wear and tear.

**Please remember that you are renting a private home. Please treat it with the same respect you would like shown in your own home.**