

VACATION RENTAL AGREEMENT

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 CONTAIN 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 USE THIS PROPERTY FOR A VACATION RENTAL

Sea Path Realty, agent of the owner, rents to tenant, and tenant rents from agent the following rental property for the period indicated.

Tenant's funds shall be deposited in a trust account with the Bank of America, Surf City branch. Tenant authorizes agent to disburse up to 50% of the rent as the owner directs prior to occupancy.

AGENT DUTIES: To provide the premises in a fit and habitable condition or if this is not possible to substitute a similar property or refund to tenant all payments made by tenant.

TENANT DUTIES: Tenant agrees to keep the premises in a clean, safe and lawful condition, and report to the agent any need for repairs or damage caused by tenant. Tenant further agrees to not exceed the maximum sleeping occupancy or violate the NO PETS, NO SMOKING premises restrictions.

CANCELLATIONS: If you must cancel and the cottage is re-rented for the entire period you will receive a refund of your advance rent less a \$50.00 per week service charge. If the cottage is not re-rented the tenant will not be entitled to a refund.

TRANSFER OF PREMISES: If the premises are transferred by the owner the tenant has the right to enforce this agreement against the new owner if tenants' occupancy is to end within 180 days or less of ownership transfer. If the new owner does not honor this agreement after the 180 day period, tenant will receive a full refund of funds paid within 30 days. Tenant to be informed of any ownership transfer.

EXPEDITED EVICTION: The expedited eviction procedures of the vacation rental act apply for a material breach of this agreement,

INDEMNIFICATION and HOLD HARMLESS; RIGHT OF ENTRY: Tenant agrees to indemnify and hold harmless Agent and Owner against any liability for personal injury or property damage sustained by any person including tenant's guests no matter how caused. Agent may enter premises for inspection, repairs, or to show the premises to prospects during reasonable hours.

OTHER PROVISIONS: No house parties are permitted. Premises may not be sublet. No unrelated groups permitted. Tenant will not charge long distance calls to owner's telephone or incur charges to owner's cable account. Tenant certifies that he/she is at least 25 years of age. Sea Path Realty reserves the right to refuse rental or terminate occupancy if in its opinion the occupancy is detrimental to the owner's property or the tenant or members of their party violate this agreement.

(To be completed by Sea Path Realty)

Reservation for: \_\_\_\_\_  
Is confirmed.

Dates: \_\_\_\_\_

Rent: \$ \_\_\_\_\_

Pet Fee  
(If Applicable) \$ \_\_\_\_\_

12.75% Tax: \$ \_\_\_\_\_

Total: \$ \_\_\_\_\_

Advance Rent Paid: \$ \_\_\_\_\_

Rent Due on Arrival: \$ \_\_\_\_\_

Damage/Cleaning  
Guaranty: *By imprint of Major Credit Card*

For Sea Path Realty  
By: \_\_\_\_\_

(To be completed by guest)

Cottage Requested: \_\_\_\_\_

Date of Arrival: \_\_\_\_\_ Date of Departure \_\_\_\_\_

Advanced Rent of 50% per week. Accompanying this Request: \$ \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone No: \_\_\_\_\_

Email Address: \_\_\_\_\_

Guest understands and agrees to abide by the Vacation Rental Agreement set forth above.

Signature: \_\_\_\_\_

Mail to: Sea Path Realty, 920 S. Anderson Blvd., Topsail Beach, NC 28445