Remit Payments to:
Village Realty
PO Box 1807
Nags Head, NC 27959
Phone: 800-548-9688
Fax: 252-441-8259
rentals@villagerealtyobx.com

Village Realty

Village Realty Rentals
5301 S. Croatan Hwy
Nags Head, NC 27959

and
510 Old Stoney Rd
Corolla, NC 27927
www.VillageRealtyOBX.com

Vacation Rental Agreement

Check- In Time: 4:00 pm

Trip Insurance

Check-Out Time: 10:00 am

Trip insurance has been included in the first payment unless declined below. Once paid, Trip Insurance cannot be refunded. This insurance will cover many cancellations/interruptions including natural disasters. Please refer to #6 on the reverse. Please see plan details at http://www.TripPreserver.com/ . Tenant understands that per N.C.G.S 42A, if Tenant declines trip insurance, Tenant has waived the right to a refund in the event of a hurricane evacuation or any other natural disaster.

To DECLINE TRIP INSURANCE, you must SIGN HERE:_____

Payment Options

You may pay by personal check, certified check, money order, MasterCard or Visa. A $35 charge may be added for returned checks. If reservation is made within 45 days of arrival date, payment in full is due immediately. No PERSONAL checks accepted within 45 days of arrival.

To use your credit card for your ADVANCED RENT PAYMENT, initial here_____ for FINAL PAYMENT, initial here_____

(Final payment will be charged 45 days prior to arrival). Credit card must be in the name of the leaseholder.

MasterCard/VISA#_____Expiration date _____/_____ CCV#_____

Agent is acting for and represents the landlord. All rental monies may be disbursed to the homeowner within 30 days of receipt. Therefore, no substitutions can be made. The balance of your rent is due forty-five (45) days prior to your arrival. Reservations with unpaid balances within forty five (45) days of arrival may be subject to cancellation without refund. **This is a Vacation Rental Agreement under the NC Vacation Rental Act, N.C.G.S. 42A. 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 the reverse of 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. Tenant is responsible to insure Agent has received the signed Vacation Rental Agreement and required payments.

This contract represents a real estate transaction and constitutes agreement between the Tenant and Village Realty as agent, to rent the premises described in this agreement.

Agent 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 party or prospective party to this agreement.

(Sign on the reverse)

1. LIABILITY. Tenant understands that the accommodation is a privately owned dwelling with the Owner's furnishings, and neither the Agent nor the Owner shall be responsible for providing any additional furnishings or equipment. If the air conditioning system or other appliances become inoperable, Agent will exert efforts to have them serviced. However, Agent cannot guarantee the time required to accomplish repairs. TENANT ACKNOWLEDGES WAIVER OF LIABILITY, including but not limited to, hot tub, whirlpool, sauna, outdoor/indoor pool, elevator herein after called special feature, if so equipped. The Tenant understands there are special risks that may be involved in using the special feature. In particular, but without limitation, the Tenant understands that there are potential risks that the special features may present dangers to children who are not carefully supervised, as well as the danger of any person using the special features for too long a time, has health problems, or is intoxicated or using any kind of drugs or medication, or uses the special feature if pregnant. The Tenant agrees to explain the risks of using the special feature to any guests he or she may have at the unit and to be fully and solely responsible for any accidents his guests may incur. The Tenant understands the risks discussed above and agrees that he will assume all responsibility for himself and his guests for the consequences of those risks. Tenant agrees to waive any claim whatsoever against Landlord or Agent for accidents or claims arising from use of special feature. The Tenant agrees to indemnify Landlord and/or Agent for any claims made by Tenant's guests arising from Tenant's guest's use of the special feature. The Tenant also understands and agrees that he is responsible and liable and will pay agent upon request for any damages that occur to the special feature and its support equipment through his or his guest's misuse and/or negligence, for example, but not limited to, damaging the hot tub cover and/or pool liner, or allowing the water level to become too low, or causing water overflow inside the unit.
INDEMNIFICATION AND HOLD HARMLESS. Tenant agrees to indemnify and save harmless the Owner and Agent for any injuries, liabilities, theft, damages cost or expense whatsoever arising from or related to any claim or litigation which may arise out of or in connection with Tenant use and occupancy of the Premises.

2. Tenant understands that the condition, as well as the furnishings, will vary in each home according to the owner's taste. All properties or units are equipped for housekeeping with dishes, cookware, silverware and glasses. Locked areas such as owner's personal storage areas are exempt from this Lease and are off limits to Tenant. Entry into these areas is prohibited and can result in charges to Tenant. Tenant is responsible for all internet activity, where applicable, and agrees that no illegal copyrighted materials may be downloaded. Tenant understands that no refunds will be given for Internet connectivity issues or lack of service.

3. Vacation homes are rented to responsible GROUPS only. NO HIGH SCHOOL OR COLLEGE GROUPS ARE PERMITTED, REGARDLESS OF AGE. 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 of rents will be made. Any group misrepresenting themselves may be denied occupancy and no refund of rents will be made.

4. It is agreed that Agent and their employees, for the purpose of clean-up and repair, may enter the premises at 10:00 a.m. on the day of departure and may remain on the premises until 6 p.m. on the day of arrival if necessary. Village Realty will make every effort to have the leased property available by 4 p.m. Tenant acknowledges that Agent's representatives may need to access the property during the leased period for general repairs and maintenance.

5. In the event that rented premises becomes uninhabitable prior to rental period, or in the event of an error in reservation procedure or change in the ownership which precludes occupancy by Tenant, Agent reserves right to effect appropriate corrective action without loss to Agent. Liability to Agent/Landlord is limited to rental monies paid by Tenant. Notification of such corrective action will be provided to Tenant at the earliest possible time. NEW CONSTRUCTION: If house under construction is unfinished at occupancy date per Lease, the Agent/Landlord liability is limited to full refund of rent payments and a good faith effort by Agent to locate replacement accommodations. Tenant waives any and all other claims against Landlord or Agent for non-completion of this property under construction. FORECLOSURE: If Agent becomes aware of any foreclosure proceedings, Agent will notify Tenant. In the event of a monetary loss to Tenant, Tenant understands that their sole recourse is with the Owner of the rented property. Tenant agrees Agent cannot be held responsible for funds lost due to a voluntary or involuntary transfer of property ownership.

6. HURRICANE REFUNDS – Pursuant to Senate Bill 974, G.S. 42A-36, there are no refunds to inclement weather including hurricanes. TRIP CANCELLATION and INTERUPTION INSURANCE IS AVAILABLE. Refer to the front of this lease agreement for further information.

7. SECURITY DEPOSITS – Tenant may be subject to a security deposit in an amount to be determined at the sole discretion of the Agent. Deductions can be made for excessive cleaning, damage to the property or its contents, missing linens or other items, moving or cleaning furniture, carpet cleaning, damage to the hot tub or its cover, pool equipment and/or any other special features. Tenant will be notified in writing regarding said deductions. Security deposits are refunded within 45 days of departure in accordance with NC law. Whether or not a security deposit is required, Tenant is responsible for any intentional damage due to willful negligence on leased property. Tenant will be notified in writing and Tenant agrees that charges can be processed on Tenant's credit card or Tenant agrees to send payment within 10 days of notification.

8. ACCOMMODATIONS CAPACITY – The advertised bedding includes adults and children and must be strictly observed. Exceeding this occupancy is grounds for eviction without refund. Maximum occupancy in homes served by an on-site septic system is limited to two persons per bedroom. SPECIAL EVENTS (i.e. wedding, receptions, rehearsal dinner, etc.), if allowed, must have prior authorization and may be subject to additional fees. If such event is not disclosed, tenant may be subject to additional fees. Occupancy shall not exceed the amount allowed by law.

9. PETS – No pets are allowed in any rental home, except where noted "Pets Allowed". The term "Pets" refers to dogs and/or cats only and are limited to two (2) domestic, housebroken dogs and/or cats, unless otherwise restricted by individual homes. If pets are discovered in a home not allowing pets, Tenant may be evicted immediately and security deposit if applicable will be forfeited. Pet damages will be charged to the Tenant.

10. Tenant understands that he may not sublet or assign this Agreement. Tenant agrees that he will not use, nor permit the use of the premises for any unlawful or disorderly purposes, nor commit or permit a nuisance to be committed therein. NO FIREARMS, EXPLOSIVES OR FIREWORKS PERMITED ON ANY LEASED PROPERTY.

11. All taxes are subject to change and will be collected in accordance with North Carolina law.

12. Tenant understands that if the Tenant or any member or members of his party violate any of the conditions or agreements in this contract, Agent may terminate this agreement and enter the premises. If Tenant is in violation of this agreement, contract will be terminated without refund. If a court of competent jurisdiction shall find any portion of this Lease invalid, such decision shall have no effect on the remainder of this Lease. The court of jurisdiction is Dare County or Currituck County.

13. If Tenant refuses to depart from the premises on the date indicated on this Agreement, Tenant will be charged rent of $500 per day in addition to any legal costs necessary to evict Tenant. Tenant is aware that expedited eviction pursuant to GS 42A-24 is allowed.

14. Nothing herein shall limit any direct charges to Tenant or prohibit Agent from obtaining additional income from any added services including but not limited to trip insurance, long distance phone services, administrative and maintenance fees, pet fees, etc.

15. The tenant understands and agrees that all funds will be placed in an interest bearing account with Wells Fargo Bank, Kill Devil Hills, NC on which the interest shall accrue to the benefit of Village Realty and Management Services, Inc.

16. The Tenant has read and agrees to abide by the terms, rules and regulations of this agreement set forth and by signing below accepts this lease Agreement in its entirety.

17. CANCELLATIONS/TRANSFERS: CANCELLATION MUST BE SUBMITTED TO VILLAGE REALTY IN WRITING. In case of cancellation, no refund of rents paid will be made until the period is re-rented and confirmed. If the period is re-rented at the same rate as the original lease of the original Tenant, all monies paid are refunded less a $50 cancellation fee, if applicable. However, if the rental rate is negotiated to a lower rate or rented for a lesser time period, the original Tenant will only be refunded the lower (or lesser) rental amount as owners are to receive the full amount of the original lease. Village Realty will make every effort to re-rent the property at the full amount. Trip Insurance is non-refundable. Balances due for leases two weeks or longer must be paid in full prior to check-in even if a portion of the period was not able to be re-rented.

Tenant Signature: _____ Date: _____

By signing this agreement, tenant acknowledges that he/she will occupy the property and is a minimum of 25 years old representing a family group. ID may be required prior to check-in. ***FIREWORKS ARE NOT PERMITTED ON ANY LEASED PROPERTY.***

Accepted by: _____ Date: _____(Rev 6/9/13)