

10. ANIMALS. No animals of any kind shall be allowed in/on any properties unless the above property description states "Pets Allowed". Pet properties allow maximum of one (1) pet and MUST be declared at booking and noted on this VRA. The term "pets" refers to dogs. Cats require owner pre-approval. There is a \$125 (plus tax) per pet fee. Unruly or unattended pets will also be grounds for removal in pet friendly properties. Any violation of this agreement shall be grounds for immediate eviction. Tenant will forfeit all rent paid and will be liable for at least a \$250 flea spray and cleaning charge if a pet is found in a non-pet property. Properties are not guaranteed to be hypoallergenic.

11. AGENT/LANDLORD DUTIES. Landlord shall maintain property in good and safe working order and reasonably repair all major systems and appliances upon notice from Tenant that repairs are needed. Agent shall provide operable smoke detectors. If at the time the Tenant is to begin occupancy, Landlord cannot provide the property in a condition consistent with North Carolina law to be fit and habitable or substitute a reasonably comparable property in such condition, Landlord shall refund to the Tenant payments made by the Tenant less non-refundable fees. Every effort has been made to ensure the accuracy of property descriptions; however, Agent will not be liable for changes in furnishings and equipment. No rebates or replacements will be given. Agent shall conduct all his brokerage activities in regard to this Agreement without respect to the race, color, religion, sex, national origin, or handicap, of any Tenant, prospective Tenant, Landlord or prospective Landlord.

12. KEYS. Check-in time is after 4 p.m. on the Commencement Date. If the condo community has keyless system the Tenant will be given a key code for your specific property that doesn't validate entry until check-in time. Check out must be completed prior to 10 a.m. on the Check-out Date as the key code will de-activate. If the property doesn't have keyless system entry information will be emailed to you prior to your arrival. Call our toll free number for assistance or problems. 1-866-595-1893.

13. EXTRAS. Extras (pools, hot tubs, televisions, Wi-Fi, dvds, stereo, elevators, fitness equipment, video games, internet, telephones, etc.) when advertised or supplied in a vacation property are supplied as a convenience for Tenant and guest use. In the event of a malfunction or breakdown of extras, Agent will call for repairs, upon notification. Tenant agrees that there will be no refund for malfunction or breakdown of extras. In the event of a malfunction of any appliance or feature, Tenant must notify Agent so repair can be made. Tenant is responsible for all internet activity, where applicable, and agrees that no illegal copyrighted materials may be downloaded. Agent will expedite repair, but NO REFUND OF RENT WILL BE PAID. Every effort has been made to insure publications have been verified for accuracy regarding listings of furnishings or equipment. Changes and errors determined after publication will be corrected if possible upon Agent being informed. NO REFUNDS will be issued for any such changes or errors.

14. TENANT DAMAGE. Tenant agrees to reimburse the Owner for any damage to the property caused by Tenant, guests, or invitees. Damages shall include reasonable attorney fees and court costs incurred by Agent or Owner in enforcing this agreement. The provisions of N.C.G.S. Chapter 42A (North Carolina's "Vacation Rental Act") shall apply to Tenant's use and occupation of the property. The Vacation Rental Act imposes certain duties upon the Tenant, and Tenant agrees to comply with all such duties including but not limited to the provisions of N.C.G.S. 42A-32, which provisions are incorporated herein by reference as if fully set forth. Tenant shall be responsible for, and assumes liability, for all damage, defacement, or removal of property inside or outside the Property that is in Tenant's control, unless the damage, defacement, or removal is due to ordinary wear and tear, acts of the Owner or Agent, defective products supplied or repairs authorized by the Owner, acts of third parties not invitees of the Tenant, or natural forces. All breakage and property damage during Tenant's occupancy shall be reported immediately to Agent by Tenant.

15. VOLUNTARY TRANSFER OF PROPERTY BY OWNER. (1.) Tenant may enforce this VRA against the grantee of the property if this VRA terminates 180 days or less after the date of recordation of grantee's interest. (2.) Unless property grantee has agreed in writing, Tenant has no right to enforce this VRA against the grantee if this VRA is to terminate more than 180 days after the date of recordation of grantee's interest. Tenant has right to a full refund within 30 days of any rent payments if the grantee does not consent in writing to honor the VRA.

(a) NOTIFICATION OF TRANSFER. No later than 10 days after date of recordation, the grantee or grantee's agent shall: (i) notify each Tenant in writing of the property transfer, the grantee's name and address, and the date the grantee's interest was recorded, (ii) advise each Tenant if he has the right to occupy the property, (iii) advise each Tenant if he has the right to receive a refund of any payments made by him or her.

(b) TRANSFER OF PAYMENTS. If Landlord voluntarily transfers his interest in the property, Agent is required to transfer all funds paid by the Tenant to the Landlord's successor-in-interest within thirty days, and notify the Tenant by mail of such transfer and of the transferee's name and address.

(c) INVOLUNTARY TRANSFER. If, prior to the Tenant's occupancy, the Landlord's interest is involuntarily transferred to another, the Landlord shall refund to the Tenant within 60 days after the transfer any rent payments made by the Tenant.

16. EXPEDITED EVICTION (a) The Vacation Rental Act provides EXPEDITED EVICTION procedures for a tenancy of 30 days or less and may be applied if Tenant: (i) holds over possession after tenancy has expired, (ii) has committed a material breach of the terms of this Agreement that according to the terms, results in the termination of tenancy, (iii) fails to pay rent as required by this Agreement, (iv) has obtained possession of the property by fraud or misrepresentation. **(b) HOLD OVER.** In the event Tenant is evicted for any reason or fails to check out on time, Tenant agrees to be liable to future Tenants, Agent and Landlord for all damages resulting from his holding-over (continued occupancy after either eviction or check-out) in violation of this VRA.

17. (a) MANDATORY EVACUATION. Pursuant to Senate Bill 974, G.S. 42A-36, there are no refunds to inclement weather including hurricanes. If the Government orders a mandatory evacuation of this property, Tenant and occupants shall comply. Only if Tenant purchases Travel Insurance, will Tenant be entitled to a refund from the Travel Insurance Company. Tenant shall NOT be entitled to a refund if Tenant did not purchase insurance.

(b) PROPERTY DAMAGE. During this VRA if the building is damaged during vacation rental, without fault or negligence of the Tenant, and rendered uninhabitable and cannot be repaired within two days, this VRA shall terminate, and the Tenant shall pay the rent apportioned to the time of damage. If beach access walkways or stairs become unusable Tenant will notify Agent immediately but NO REFUNDS will be made.

18. LOSS. Neither Landlord nor Agent shall be liable for any damages or loss of personal property from any acts of negligence of any other person, nor from the failure of any function of these properties. Landlord or Agent shall not be liable for any injury to the Tenant or other persons on or about the property, the Tenant expressly agreeing to save the Landlord and Agent harmless in all such causes.

19. OCCUPANCY. During this VRA the Tenant will be in possession of the property and is responsible for the property. Tenant certifies that he/she is at least 24 years of age. Use of the property is restricted to FAMILY GROUPS only. The term "family" as used herein means parents, grandparents, children and extended family members staying at the property. Use of the property by Fraternities, Sororities or other Unrelated Groups under 24 years of age is STRICTLY PROHIBITED and Tenant agrees that in the event Owner or Agent discovers same, that ANY AND ALL FUNDS COLLECTED AS RENT will be considered LIQUIDATED DAMAGES to cover losses, expenses and damages of the Owner and Agent for taking property off the market. Any group whose behavior creates a disruption or interferes with their neighbor's peaceful enjoyment of his/her property will not be allowed to stay in the property and NO REFUND OF RENTS shall be made. **PETS ARE PROHIBITED IN POOLS AND SPAS; SUCH CONDUCT WILL RESULT IN IMMEDIATE EVICTION WITHOUT REFUND PLUS TENANT AGREES TO PAY \$250 TO SANITIZE THE POOL AND/OR SPA.**

20. SMOKING. Smoking is strictly prohibited in all the condos, balconies and common areas. Guests or their invitees that are found to have violated the smoking policy will be liable for an excess cleaning fee up to \$250 and consents to pay for such charges and may be subject to immediate eviction/lease termination.

21. ASSIGNMENT. Tenant shall not assign this Agreement or sublet the Property in whole or part without written permission of Agent.

22. ACKNOWLEDGEMENT OF RISKS AND WAIVER OF LIABILITY FOR SPA, HOT TUB, WHIRLPOOL, POOL, AND/OR ELEVATORS hereinafter referred to as "special feature". The Tenant acknowledges and understands that the use of any special feature presents a risk of injury including burning or drowning, especially to unsupervised children, persons who have special cardiac or other health conditions, or are pregnant, or if the special feature is utilized while taking alcohol, drugs, or medication. The Tenant understands and accepts those risks. Tenant acknowledges that neither the Landlord and/or Agent provide any special instruction or supervision to any person including young children who wish to utilize any special feature. Tenant accepts responsibility for the proper and safe use of this property by any member of his party or any guests. NO DIVING into pools or spas. Tenant acknowledges the water is shallow and diving could cause serious injury or death.

23. DISPUTES (a) COURT. If a court shall find any portion of this VRA invalid or unenforceable, such decision shall have no effect on the remainder of this Agreement.

(b) VENUE. Tenant and Agent agree that if a dispute arises concerning the terms or performance of this Agreement that any litigation resulting shall only be brought in the General Court of Justice in Dare County, North Carolina.

24. VENDORS. Agent may receive commissions on trip protection or security deposit insurance, long distance calls, linen rentals, equipment rentals packages and services offered by First Flight Rentals to their guests..

25. OWNER'S STORAGE. Locked areas such as owner's personal storage areas are exempt from this Agreement and are off limits to the Tenant. Entry into these areas is cause for immediate eviction as provided in Paragraph 13(a) and Tenant will be responsible for any damages and missing items

26. USAGE. This property will not be used for any activity that violates local, state or federal laws. Violation of this provision will cause immediate eviction as provided in Paragraph (a) and other legal action.

27. GENDER. Paragraph titles are for quick reference and do not limit content of paragraph. Pronouns (he/she or similar) in this VRA refer to persons of either sex.

28. ESCROW. All funds collected will be deposited in an interest bearing escrow account with OBX Bank in Nags Head, NC. Agent reserves the right to change banks to any federally insured bank located on the Outer Banks by first notifying the Tenant in writing.

29. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof, and supersedes all prior written oral negotiations, representations, or agreements. No modification of this Agreement shall be binding on either party unless it is in writing and signed by both parties. No agreement with third party payers shall modify this Agreement.

PLEASE SIGN BELOW. This VRA is executed under authority granted by property management agreement between Agent and Landlord subject to the terms and conditions of said property management agreement. TENANT ACKNOWLEDGES THIS IS A THREE PAGE VRA AND THAT HE HAS READ IT IN ITS ENTIRETY.

TENANT SIGNATURE _____
date

AGENT _____
date