

## Leslie's Vacation Rentals

PO Box 1296 Kill Devil Hills, NC 27948  
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 252-441-6816

### VACATION RENTAL AGREEMENT

Date	Reservation Number	Arrival Date	Departure Date
<input type="text" value="mm-dd-yy"/>	<input type="text"/>	<input type="text" value="mm-dd-yy"/>	<input type="text" value="mm-dd-yy"/>

Guest Information	Rental Property Information
<input type="text"/>	<input type="text"/>

Payment Information			
Rental Rate	\$ <input type="text"/>	1st. Payment Due Date	<input type="text" value="mm-dd-yy"/> Amount Due \$ <input type="text"/>
Taxes	\$ <input type="text"/>		
Security Damage Protector OR Damage Deposit	\$ <input type="text"/>	2nd. Payment Due Date:	<input type="text" value="mm-dd-yy"/> Amount Due \$ <input type="text"/>
Pet Fee	\$ <input type="text"/>	3rd Payment Due Date:	<input type="text" value="mm-dd-yy"/> Amount Due \$ <input type="text"/>
Total Due	\$ <input type="text"/>		

**TRAVEL PROTECTION** A Travel Protection policy (trip insurance) is quoted in this agreement to ensure a great travel experience is being offered to you. This insurance will protect your travel investment in the event of an unforeseen event or circumstance. You can read a detailed description of the policy coverage at <http://www.877etravel.com/insurance/tp>. This policy may be purchased in any of three ways:

- Call your vacation rental manager,
- Purchase via your online guest itinerary, or
- Call 1.877.eTravel (877.387.2835).

Travel Protection Quote \$

**SECURITY DEPOSIT PROTECTOR** We know that accidents happen and that you're here for a stress-free getaway. The Security Deposit Protector will cover up to \$1500 worth of accidental damage in most cases. It protects you from the unfortunate and frees you of having to place a hefty deposit down for your vacation. Full details can be found here: <http://www.877etravel.com/insurance/ddw>.

**THIS IS A VACATION RENTAL AGREEMENT UNDER THE NORTH CAROLINA VACATION RENTAL ACT (NCGS42A), FURTHER REFERRED TO AS 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 THE AGREEMENT AND YOUR INTENT TO USE THIS PROPERTY FOR A VACATION RENTAL.**

*This agreement constitutes a contract between the tenant and the owner of the subject property, through Leslie's Vacation Rentals LLC, his agent. Upon signed receipt of this agreement, it is understood that the above referenced unit (with the specified dates and rates) will be rented as a vacation rental to the tenant, under the terms and conditions of this contract.*

#### **TERMS AND CONDITIONS**

1. **Confirmation:** This lease must be signed and the first payment must be received within 10 days of the date this reservation is made. Acceptable signatures on this lease include an e-signed copy of the lease, if one was emailed to

your account after making reservation, or a hard copy to be signed and faxed or mailed back to Leslie's Vacation Rentals within the allotted time period. This reservation is subject to be cancelled if the payment and signed lease are not received on file within 10 days of making this reservation.

2. **Rental Payments:** \$500 towards the full rental amount will be due within 10 days of this reservation. This amount must be paid by a check or money order. The balance of the first half of the rent will be due by 12/15/07. This payment may be made by either credit card, check, or money order. Your last payment must be made by credit card. **30 days prior to arrival your credit card will be charged the balance due (Including 1/2 rental rate, pet fee, Damage Waiver Insurance, Taxes)** If you choose to pay a security deposit rather than the damage waiver insurance, a \$500 check or money order will be due 30 days prior to your check in date.
3. **Cancellations:** If, after your initial payment, you need to cancel your reservation, every attempt will be made to re-rent the property. All notices of cancellation must be in writing. If the property is re-rented at full price, you will receive a full refund of moneys paid, less a \$150 cancellation fee, travel insurance premium (if purchased) and all applicable taxes. If the property is able to be re-rented, but a discounted rate from what was paid, you will be refunded your rental payment, less the difference in the rental rate and the \$150 cancellation fee. If the property is not able to be re-rented, you will forfeit all moneys paid to this reservation. **TRIP CANCELLATION INSURANCE IS HIGHLY RECOMMENDED TO PROTECT AGAINST UNEXPECTED EVENTS.**
4. **Advance Rental Payments:** Tenant understands and agrees that advance payments up to 50% of the rental amount may be disbursed to the property owner prior to occupancy. All monies received by agent in connection with rental of Premises are deposited in an interest bearing trust account with RBC Centura Bank in Kitty Hawk, NC, with interest payable to Agent.
5. **Damage Waiver or Security Deposit:** You may opt. to purchase a \$55 Damage Waiver Insurance Policy. This is non-refundable and covers your party for up to \$1,500 worth of accidental damage. This product is offered through AIG Travel Guard, and Agent receives a referral fee for this product. If you choose not to purchase the Damage Waiver Insurance Policy, a \$500 security deposit will be required per unit. This will be collected with your second rental payment. Please remit a check for \$500 with your second rental payment and this will be held 30 days prior to your tenancy until 45 days after your tenancy as permitted by the VRA, and held in an interest bearing trust account with all interest accrued to Leslie's Vacation Rentals LLC. If the Security Deposited is chosen, Tenant understands and agrees that they are responsible for any damages to the Premises during the period of tenancy, including damages to the furnishings and household items which result from the action or inaction of the Tenant, excluding normal wear and tear. Tenant agrees to be responsible for any items found missing from premises following their tenancy. Please check the Premises upon your arrival and report any damages found, obvious missing items, or if maintenance or cleaning is needed. Failure to report any of these items prior to check-out could result full or partial loss of your security deposit. Damage incurred in excess of the Security Deposit or Damage Waiver Insurance, including reasonable attorney's fees and unauthorized utility charges, will be charged to the credit card on file. The units are carefully inspected after each rental by our inspections staff.
6. **Taxes and additional Fees:** The tax rate as of the publishing of this document is comprised of a 6.75% state sales tax, and a 5% county lodging tax (Dare County) or a 6% county lodging tax (Currituck County). As required by North Carolina law, these taxes will be collected on all reservation amounts, as well as any "add-on" fees. The inspections and cleaning fees are including with your base rental amount.
7. **Pets:** Absolutely no pets are permitted on the premises. Some owners may allow dogs at their rental properties. If so, it will be indicated on this lease. There is an additional fee of \$30 per night for units that allow pets. If you rent a pet friendly property, this amount will automatically be included on this lease, and the payment will be collected on the second payment. If you are staying at the property, but not bringing a dog, you may state in writing that you are not bringing a pet, and this fee will be removed from your reservation. Each property is inspected upon check out. If there are signs of an animal at the house, and the pet fee has not been paid in advance, there will be a double fee of \$60 per night charged to the credit card on file. A pet of any kind on the premises of a non-pet cottage is absolutely prohibited, a material breach of this agreement, grounds for expedited eviction, and will cause forfeiture of all rents and fees paid.
8. **Smoking:** Absolutely no smoking allowed inside a non-smoking house. If evidence of smoking is dedicated upon check out, all expense to clean, and deodorize will be charged to the credit card on file.
9. **Trip Insurance:** Trip Insurance is available and offered through Agent and is strongly recommended. This product is offered through AIG Travel Guard, and Agent receives a referral fee for this product. Insurance is intended to protect Tenants in the event of unforeseen circumstances that cause cancellation or interruption, included but not limited to mandatory evacuations of the area after check-in. Trip insurance shall be the sole remedy for reimbursement for any reason that tenancy is interrupted or not permitted.
10. **Evacuations:** There will be no refunds due to inclement weather, including hurricanes. If state or local authorities order a mandatory evacuation of an area that includes the residential property subject to this vacation rental, the Tenant shall comply with the evacuation order. Upon compliance, the trip insurance shall be the sole compensation to the Tenant for losses resulting from the evacuation.
11. **Unit may be listed for sale:** Tenant understands rental unit may be listed for sale. We reserve the right to show each rental unit for sale to potential buyers. Efforts will be made to schedule the showing as to not interrupt your vacation.

Tenant understands in the event of the sale or transfer of the subject property, the new owner may not be bound to honor this rental if rental is to end 180 days or more following the recorded sale of the property. In this event you will receive a refund of rent payments made, by the purchaser / new owner. The sale or transfer of property is subject to NC GS42A, VRA.

12. Other issues affecting tenancy of the property: in the event that the owner is unable to deliver the property to the tenant at check-in because of fire, eminent domain, acts of God, delay in Construction, or any other reason, Tenant's sole remedy as a result of any of these conditions is the full refund. If agent is able to relocate Tenant, Tenant agrees to pay any difference in rental rate, and fees that may be associated with a different company / owner. Tenant expressly acknowledges that in no event shall Agent or Owner be responsible for any expenses incurred as a result of moving a Tenant.
13. Checking In and Out: All houses have an electronic key lock, and a personalized code will be issued to you once we have received your payment in full. Once your payment in full has been received, you will be issued a code for your property. Check in is at 4:00 pm and check out is at 10:00 am. To check in, simply go to your property, and enter your key code into the door after 4:00 on the check-in day, there is no need for a formal check-out. Do not use the pool or hot tub any earlier than 4:00 pm on your check-in day, many times they have been shocked with chemicals, and are not safe to swim in until the permitted check-in time. Please be sure to be completely out of the property no later than 10:00 am, as we need this window of time to get it cleaned and maintenance work to be performed before the next check in. Lessee is responsible for doing dishes, taking out trash, removing linens and towels and placing in the bin that has been provided (if purchased), emptying refrigerator, leaving the AC on 78 degrees (or heat set on 55 degrees in the winter) securing all doors and windows, and leaving the unit in good shape for the next renter.
14. Occupancy: Occupancy is restricted to family groups only. Leaseholder must be at least 25 years of age, and be present during the entire term of the lease. Occupancy is restricted to the number of occupants as stated on the front of this lease. No weddings, receptions parties or other such gatherings are permitted at the Premises unless pre-approved in writing by Leslie's Vacation Rentals at the time of the reservation. An additional deposit and or fee for these events may be charged. Any leaseholder found in breach of this contract will be subject to the VRA expedite eviction procedures.
15. Agent Responsibilities: All rental properties are privately owned. Leslie's Vacation Rentals, LLC is the Agent of the homeowner and on his behalf, reserves the right to refund advanced payment, refuse admittance, evict refuse or discontinue occupancy, if in our opinion, same is detrimental to the premises.
16. Tenant Responsibilities: Under the VRA , the tenant is required, at a minimum, to do the following with respect to maintenance of the property: (1) Keep that part of the property which he or she occupies as 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) 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. (5) Comply with all obligations imposed upon the tenant by current applicable building and housing codes. (6) 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 agent, defective products, supplied or repairs authorized by the landlord, acts of third parties not invitees of the tenant, or natural forces. Additionally, locked closets are property of the owner, and are not part of the rental of the unit. These are not to be opened during your stay. Tenant is responsible for taking all garbage to the road on garbage nights (information will be provided in your unit) and retrieving from the road the following day. Tenant is also to leave the rental unit clean, all food disposed of, garbage taken out, etc. Furniture has been placed by the owner in the areas that it is to remain, the guest is not to move the furniture from where it is located upon check-in. The cost of fixing any of the above problems may be charged to the credit card on file.
17. Maintenance: Every effort is made to keep each property and its equipment and amenities in good working order. Please notify our office of any problems that occur during your stay, and we will make every effort to fix the problem as soon as possible. There will be no rebates given for inoperable appliances or faulty equipment (including but not limited to air conditioning, TV, pool, hot tub), unfavorable weather, early departure, interruption of utilities, construction in the area, nor maintenance problems. False or unwarranted maintenance repairs called for by the tenant will be billed to the credit card on file.
18. Pools & Spas: Pool and Spa privileges are available only on those properties designated as such. Most swimming pools are opened only from Memorial Day to Labor Day. Please check the property detail page for complete information regarding the pool and spa. Pool opening/closing schedules are subject to change without notice or refund. If renting a unit with a pool or pool access, agent and owner is released from all liability for any injuries or death resulting from lessee or his guests use of the pool or hot tub. The property owner provides pool and/or hot tub maintenance through a third party that is unaffiliated with Agent. Agent does not have or assume any responsibility for supervising the existence, frequency, or adequacy of pool/hot tub maintenance. Inadequately maintained hot tubs and pools can cause viral or bacterial illnesses that could be life threatening under various circumstances. Agent does not inspect or test the pools and hot tubs for the presence of health threatening organisms. When tenants and guests use a pool/hot tub, they assume the risk of illness from an improperly maintained pool or hot tub, and you release agent from any liability for

injury or damages resulting from use of an improperly or inadequately maintained pool or hot tub. All posted rules signs for pools and hot tubs must be obeyed at all times. Additional charges will apply for heated pools, if you opt. to have the pool heated.

19. Indemnification and Hold Harmless; Right of Entry; Assignment: Tenant agrees to indemnify and hold Agent and the Owner harmless to the extent allowed by law and from and against any liability for personal injury or property damage sustained by any person (including Tenant's guests). This provision is not intended to insulate Owner from the obligation to comply with the duties imposed the by VRA. Tenant agrees that 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 Owner may deem appropriate or necessary pursuant to the VRA. It is understood and agreed that Agent is retained by Owner to manage his property for rental purposes and not to inspect, maintain, or repair the structural integrity of the Property. Owner will make arrangements with other independent contractors for those purposes. Tenant shall not assign this Agreement or sublet the Property in whole or part without written permission of Agent.
20. Applicable Law: This Agreement shall be governed by and constructed in accordance with the laws of the State of North Carolina and, in the event of a dispute, any legal action may be maintained only in the county where the subject real Property is located.
21. Entire Agreement and Severability: This Agreement is the entire agreement among the parties with respect to the subject matter hereof, and no representations or covenants, whether oral or written, have been made regarding the subject matter hereof except as provided herein. Every provision of this Agreement is intended to be severable, and if any term or provision hereof shall be declared illegal, invalid, or in conflict with North Carolina Law or the purposes of this Agreement for any reason whatsoever, or if the enforcement of any provision shall be waived, the validity of the remainder of this Agreement shall not be affected thereby.

X \_\_\_\_\_

**Guest Signature / Lease holder**

X \_\_\_\_\_

**Leslie Jackson / Agent for owner / License #225380**

**Leslie's Vacation Rentals LLC.**

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