

## WILLIAMSON REALTY, INC. RENTAL AGREEMENT

THIS IS A VACATION RENTAL UNDER THE NORTH CAROLINA VACATION RENTAL ACT (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 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.

2. CHECK-IN TIME is 3:00 PM - LATE ARRIVALS - Keys will be placed in KEY DROP BOX outside office door. Please come by our office the next day to register. DEPARTURE DATE - CHECK-OUT TIME is 9:00 AM. Return keys to Williamson Realty, Inc. office after check-out procedures have been followed and completed. Failure to vacate the property and return keys by 9:00 AM may result in additional charges. Linens and paper products are NOT furnished in rental units.

3. SECURITY DEPOSIT/ACCIDENTAL DAMAGE FEE: Williamson Realty, Inc. requires a Security Deposit and/or Accidental Damage Fee on ALL properties. A credit card number must be provided for any damages above the security deposit amount and if the accidental damage fee is chosen, any damages above \$1500. Guests will be responsible for any damages to the home or theft of items from the home. Please report any damage upon occurrence. Williamson Realty personnel will walk through each unit after check-out to insure the property is left in good order. SECURITY DEPOSITS: A minimum of \$600 for rent up to \$2600; for rent over \$2600 a \$1000 cash security deposit is required. Security Deposits may be refunded up to 30 days after departure provided that the home has been left clean and undamaged. If a fee is charged, a letter will be sent to the Guest explaining the reason. ACCIDENTAL DAMAGE FEE: In lieu of a Security Deposit, Williamson Realty offers a \$50, plus tax, non-refundable Accidental Damage Fee. The Accidental Damage Fee replaces the Security Deposit and prevents action against Guest for accidental damages up to \$1500. The Accidental Damage Fee does not cover excessive cleaning, phone charges, theft, gross negligence, malicious or intentional acts.

4. PETS: No pets of any kind allowed inside or outside cottage. If a pet is found, a \$100 non-refundable charge will be required, plus removal of pet or vacate premises. THIS IS A FIRM POLICY. NC Laws with regard to the Handicapped are honored.

5. HOUSE PARTIES: Should a house party occupy a rental unit, occupancy will be terminated with no refund. ACCOMMODATION is strictly limited to number shown on confirmation, regardless of beds available. The only exception is an infant to occupy a crib. WE RESERVE THE RIGHT TO SUBSTITUTE SUITABLE ACCOMMODATIONS IF CIRCUMSTANCES REQUIRE. No Subletting or Assignment is allowed on any premises.

6. SALE OF PROPERTY: VRA-42-A-11 #1 provides if the property is voluntarily transferred by the Landlord, a Tenant has the right to the vacation rental if the rental is to end 180 days or less after the transfer of ownership. If the Grantee does not honor the agreement, the Tenant is entitled to a full refund. Section 42A-19(a)#2 - Each Tenant shall be notified in writing of the property transfer advising he or she has the right to occupy or #3 - He or she has a right to

receive full refund within 30 days. Section 42A(c) - If the Landlord's property is involuntarily transferred to another prior to the Tenant's occupancy of the property - the Landlord shall refund to that Tenant all payments within 60 days after the transfer.

7. **LOCKED CLOSETS:** Many Owners have their personal things locked in a closet for their convenience. **THESE AREAS ARE ABSOLUTELY NOT INCLUDED IN THIS RENTAL.** You are renting a privately owned home. It has been decorated and equipped to satisfy the particular taste and desires of the Owner. Each unit will be equipped with the basic needs for a pleasant vacation, with the exception of **LINENS** and **PAPER PRODUCTS**.

8. **REFUND REBATES:** No rebates will be granted if malfunction or breakdown of appliances, air conditioning or other property equipment occurs. Repairs will be accomplished as soon as possible, taking into consideration services personnel work load, parts availability and nature of work. **NO REFUNDS** or substitutions of rental accommodations will be given for TV or cable breakdown, or closure of pools or hot tubs. **NO REFUNDS** due to storm evacuation if Trip Insurance is declined.

9. **EVICTION:** The Agency reserves the right to refund deposits, refuse rental, or discontinue occupancy if in the Agent's opinion, Tenant is detrimental to property. The expedited eviction procedure is set forth in the VRA and states: If the tenancy created hereunder is for 30 days or less, the expedited eviction procedures set forth in the Vacation Rental Act 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 on any provision of the Agreement (including any addendum hereto) that according to its term 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 premises by fraud or misrepresentation.

10. **LANDLORDS SHALL PROVIDE:** the premises to be in a fit and habitable condition. If at the time Tenant is to begin occupancy of the premises, Agent cannot provide the premises in a fit and habitable condition or substitute a reasonably comparable property in such condition, Agent shall refund to Tenant all payments made by Tenant. Agent shall conduct all brokerage activities in regard to this Agreement without respect to race, color, religion, sex, national origin, handicap or familial status of any Tenant.

11. **CANCELLATION:** In the event of cancellation, rental deposits will be refunded less \$100 when/if unit is re-rented for the entire time of your reservation. Processing fee and insurance premiums are nonrefundable. Notice of cancellation must be in writing. If the unit is not re-rented, all monies paid will be forfeited. See Travel Insurance for financial protection (#13).

12. **DEPOSITS/RENTS:** ALL DEPOSITS AND RENTS WILL BE DEPOSITED IN AN INSURED INTEREST-BEARING ESCROW ACCOUNT (BB&T, Ocean Isle Beach, NC) with the interest accrued to the credit of Williamson Realty, Inc.

13. **TRAVEL INSURANCE:** Williamson Realty, Inc. offers CSA Vacation Rental Insurance. This plan covers trip cancellation, illness, medical emergencies, delayed flights and hurricanes. Travel plan charges are automatically added to your advance rental payment. If you do not wish

to purchase CSA Vacation Rental Insurance, you may delete the charge by initialing where indicated on the lease. If you choose not to purchase the travel plan, NO REFUNDS will be given in the event of unforeseeable cancellations, including hurricane evacuation. The Tenant is not entitled to a refund if, prior to taking possession of the property, the Tenant refused insurance offered by Real Estate Agent that would have compensated the Tenant for losses or damages resulting from loss of use of the property due to a mandatory evacuation order VRA Section III #5. You may call CSA Vacation Rental Insurance at 866-999-4018 for more information, or visit [www.vacationrentalinsurance.com/330CSA](http://www.vacationrentalinsurance.com/330CSA).

14. RESERVATIONS/PAYMENTS: All rentals are weekly from Saturday-Saturday during Prime Season; Sunday-Sunday rentals are designated. Reservations for less than a week can only be taken three (3) days in advance during Prime Season months. There is at least a two (2) night minimum on selected properties. Last minute cancellations occasionally provide prime properties to become available. On-line availability can be found at [www.williamsonrealty.com](http://www.williamsonrealty.com) or call 1-800-727-9222. Once property is reserved, a lease agreement will be mailed immediately to Guest. Sign lease agreement and mail back along with advanced rent due amount (1/2 the Rent, Reservation Fee, ADF and Travel Insurance). The remaining balance plus tax and security deposit, if applicable, will be due 30 days prior to Guest arrival/check-in date. **IF THE ADVANCED RENT AND LEASE AGREEMENT ARE NOT RECEIVED WITHIN 10 DAYS, GUESTS RESERVATION WILL AUTOMATICALLY BE CANCELLED.** If Guest places the reservation less than 4 weeks in advance, Williamson Realty, Inc. requires confirmation by credit card. Williamson Realty, Inc. accepts MasterCard, Visa or Discover. For the initial deposit, we accept a Personal Check. **CREDIT CARDS ARE NOT ACCEPTED FOR THE INITIAL DEPOSIT**, but are accepted for any remaining balance. Booking on-line requires a 50% deposit by Credit Card. Guests needing reservations made less than 4 weeks prior to their arrival may overnight a Cashier's Check to Williamson Realty, Inc. Guests will receive a confirmation upon receipt of payment.

15. RIGHT OF ENTRY: 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 negligent or willful act of Agent or the Owner, or the failure of Agent or the Owner to comply with the VRA. Tenant agrees that Agent, the Owner or their respective representatives may enter the Premises during reasonable hours to inspect the Premises, to make such repairs, alterations or improvements thereto as Agent or Owner may deem appropriate, or to show the Premises to prospective purchasers or Tenants.

16. ERRORS: Every effort has been made to assure all descriptions are accurate. However, Williamson Realty, Inc. reserves the right to correct all printing errors and will promptly notify you of any changes in equipment or furnishing made by the Owner.

17. SWIMMING POOLS: Most swimming pools are open from Memorial Day to Labor Day. The opening and closing of pools varies and is at the POA Management's discretion. Periodically, pools are closed for maintenance without notice. **NO SWIMMING OR WADING POOLS ALLOWED ON DECKS, PORCHES, OR WALKWAYS OF PRIVATE HOMES.**

THANK YOU FOR STAYING WITH US AND WE HOPE YOU HAVE A GREAT  
VACATION!