

THIS IS A VACATION RENTAL AGREEMENT (THE "AGREEMENT") UNDER THE NORTH CAROLINA VACATION RENTAL ACT. THE RIGHTS AND OBLIGATIONS OF THE PARTIES TO THIS AGREEMENT ARE DEFINED BY LAW AND INCLUDE UNIQUE PROVISIONS PERMITTING THE DISBURSEMENTS 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.

Any monies received by Alta Ventures One LLC for occupancy of vacation property indicated the acceptance of the terms of the vacation rental agreement in full. All policies are strictly enforced. It is the responsibility of all guests and members of their party to be familiar with all policies pertaining to rental.

In consideration of the monies received and mutual promises contained herein, Alta Ventures One LLC, Owner of Vitamin Bay located at 1346 Duck Road, Duck, NC 27949 (the "Property") does hereby agree to lease and rent to Tenant the Property described herein, under the following terms and conditions of this Lease Agreement and the North Carolina Vacation Rental Act (N.C.G.S. Section 42A et. seq.). "Tenant" refers to the individual named on the Lease, as well as any guest(s) of the Tenant in the Property during the rental period. This Lease is non-transferable and not assignable. "Lease" refers to this Vacation Rental Lease Agreement. The "Owner" refers to Alta Ventures One LLC. In the event that your stay is extended, this Lease will cover the totality of the dates of stay.

Tenant hereby certifies that she has reviewed the current Vitamin Bay website, [www.1346duck.com](http://www.1346duck.com), which includes Alta Venture One LLC policies, which are a part of this Agreement. In the event of discrepancies on policies, the website prevails. A copy of the North Carolina Vacation Rental Act is available on the website at [www.1346duck.com](http://www.1346duck.com). Tenant further agrees to abide by all the rules and regulations contained therein related to rental of the Rental Property. Tenant's obligations include, but are not limited to keeping the premises as clean and safe as the condition of the premises permit and causing no unsafe or unsanitary conditions in the common area and remainder of the premises that Tenant uses; and will notify Alta Ventures One LLC in writing of the need of replacement of or repairs to a smoke detector, and replacement batteries as needed during occupancy. Tenant agrees not to use the Premises for any commercial activity or purpose that violates any criminal law or governmental regulation. Tenant's breach of any duty contained in this paragraph shall be considered material, and shall result in the termination of the Guest's occupancy with no refund of any kind.

1. **CONFIRMATION/PAYMENT FOR RESERVATION:** This agreement must be signed or e-signed. A fully and properly executed Lease shall be returned to Owner within 48 hours of receipt. This Vacation Rental Lease Agreement shall not be binding upon the Owner until Owner has received the fully and properly executed Lease and all payments required upon return of the Lease have cleared the bank. Advance rental payment of 50% of the total rent is required within 48 hours of signing this agreement unless other payment arrangements have been made between the parties.

Final balance payments: Final balance payments are due 45 days prior to the arrival date. Reservations made less than 45 days prior to arrival must be paid in full within 48 hours. Final payment balances must be paid in full prior to check-in or occupancy will not be permitted.

All Advance Rent Payment shall be deposited in a trust account with Bank of America located at 100 North Tryon Street Charlotte, NC 28255. The Tenant agrees that any advance payment may be deposited in an interest-bearing trust account and that any interest thereon shall accrue for the benefit of, and shall be paid to, the Owner (or as the owner directs) as it accrues and as often as is permitted by the terms of the account.

2. **PAYMENT METHODS:** Payment can be made to Owner in U.S. funds by cash, travelers check, money order, cashier's check, certified check, company check, personal check, e-checks, Master Card, Visa, American Express, or Discover subject to the following conditions: (a) Credit Card and e-check payments will be processed through a third party depository such as Square and ; (b) When payment is made by credit card the person named and endorsing the Vacation Rental Agreement must also be the person whose name is on the credit card; (c) No personal checks, e-checks, or company checks will be accepted during the 30-day period prior to or on the day of check-in; and (d) A \$50.00 service fee will be charged for all returned checks.
3. **TAXES:** A 6.75% North Carolina Sales and Use Tax is required on all fees for goods and services charged to Tenant and a 6% Dare County Occupancy Tax is required on all rentals in the county. Taxes are subject to change. Tenant is responsible for any increases in either tax. Funds collected for sales or occupancy taxes shall not be disbursed from the trust account prior to termination of the tenancy or material breach of this Lease by Tenant, except for a refund to Tenant. Owner may earn a fee for goods and/or services it procures or arranges on behalf of its clients.

4. **SECURITY DEPOSIT:** (a) It is understood and agreed that a refundable Security Deposit of \$1,000.00 is required unless waived by the Owner. The Tenant is responsible for any damages, caused by the Tenant as well as those allowed by NCGS 42-51, to the Property during the tenancy and the Security Deposit may be used by the Owner for actual property damages and fees, including but not limited to, cable/internet TV charges, long distance phone calls, damage to: furnishings, household items, carpet, flooring, and swimming pool. Tenant is responsible for items found missing from Property following the tenancy. Tenant must check the Property upon arrival and report all damages found or items that are obviously missing. Failure to report any damaged items prior to check-out could result in the full or partial loss of the Security Deposit. There will be an accounting of the Security Deposit within 30 days of Tenant's departure. Refusal to pay any Security Deposit requested by the Owner shall constitute a material breach by Tenant and shall result in refusal of occupancy, termination of this Agreement, or eviction without refund. North Carolina law allows Security Deposits to be up to twice the amount of the weekly rental rate. Tenant shall reimburse Owner for all damages to the Property caused by Tenant that is not paid by the Security Deposit. Tenant shall also be responsible to Owner for attorney fees and other costs, as allowed by law, in order to collect such damages.  
(b) The refundable Security Deposit will be deposited with Bank of America (Bank of America Corporate Center, 100 North Tryon Street Charlotte, NC 28255). The security deposit will held, applied and accounted for in accordance with the Tenant Security Deposit Act (N.C.G.S. Chapter 42, Article 6).
5. **CHECK-IN:** Please check-in no earlier than 5:00 PM on your date of arrival. In the event that extensive cleaning and/or repairs are required, check-in may be delayed. There will be no refund for delayed check-in due to extensive cleaning and/or repairs. Tenant is not permitted on the Property (including driveway and outside shower) prior to check-in.  
PLEASE NOTE: The keyless entry code will not work until 5:00 PM, please do not go to the home until then.
6. **INSPECTION:** Upon entering the Property and within two (2) hours of gaining access to the Property, Tenant shall inspect the Property for safety hazards and shall immediately report to the Owner and identify all dangerous conditions or defects that are observed.
7. **CHECK-OUT:** Check-out on your scheduled departure date is 9:00 AM. No occupancy of the Property (this includes driveways and outside showers) after 9:00 AM is permitted. Tenant will be charged up to an additional one (1) day rental if Property is occupied after 9:00 AM. Property should be left in the condition it was found by completing our list of departure cleaning items as found on the Vitamin Bay website rental policies page.
8. **TRAVEL INSURANCE:** Travel insurance is strongly recommended. The Owner does not provide travel insurance. Travel insurance is available by third-party providers and it is intended to protect Tenants in the event of unforeseen circumstances that cause cancellation or interruption of the vacation rental period. Subject to the other provisions of this Vacation Rental Agreement and the requirements of the Vacation Rental Act, the insurance shall be Tenant's remedy for losses as a result of covered perils. The Tenant will make a claim for any losses directly with the travel insurance company.
9. **MANDATORY EVACUATIONS:** If state or local authorities order a mandatory evacuation of an area that includes the Property subject to this Agreement, the Tenant shall comply with the evacuation order. Upon compliance, Tenant will be entitled to a refund of the pro-rated rent for each night that Tenant is unable to occupy the Property because of the mandatory evacuation order.
10. **MILITARY PERSONNEL:** A Tenant who executes this Agreement and is a spouse, dependent or member of the Armed Forces of the United States who subsequently receives an order for deployment with a military unit for a period overlapping with the rental period or a permanent change of station order requiring the member to relocate on a date prior to the beginning of the lease term, may terminate this vacation rental agreement by providing Owner with a written notice of termination within 10 calendar days of receipt of the member's order. The notice must be accompanied by either a copy of the official military order or a written verification signed by the member's commanding officer. All monies paid by the Tenant, with the exception of nonrefundable fees lawfully disbursed to third parties in connection with the Agreement, shall be refunded to the Tenant within 30 days of termination of this Agreement.
11. **CANCELLATIONS:** All cancelled reservations are subject to a \$250.00 cancellation fee. All cancellations by Tenant must be in writing and the receipt of the request must be confirmed by Owner. If a cancellation request is not received and Tenant does not arrive during the vacation rental period, the reservation will be considered to have been cancelled and not re-rented. If a reservation is cancelled and not re-rented for the cancelled period, all Advance Rent Payments including applicable taxes and fees, except the Security Deposit, will be forfeited by Tenant. If Tenant rents multiple weeks and cancels any portion of their stay, Tenant remains responsible for the original time period reserved. If the Property is re-rented for the contract amount all Advanced Rent Payments will be refunded except any costs or fees incurred by the Owner. If the Property is re-rented for less than the contract amount, the refund will be further reduced by the difference between the contract amount and the amount actually received. Any refund will be processed at the end of the month in which you become eligible for the refund. Transfer requests will not be allowed from one reservation to another if the request is not made at least 90 days before the scheduled arrival date. All transfer requests are subject to Owner approval and will be subject to higher rental rates, if applicable.
12. **LIMITATIONS ON TENANT RECOVERY:** Subject to the other provisions of this Agreement and the requirements of the Vacation Rental Act Tenant's maximum compensation recoverable is the full refund of all funds previously received from Tenant subject to the following:
  - (a) A refund shall be reduced by fees paid to third parties for the benefit of Tenant;

- (b) A refund shall be reduced in a pro-rated amount if Tenant has occupied Property for a portion of the term;
- (c) No refunds will be available if Tenant is evicted;
- (d) No refund will be automatically available for the failure of or deficiencies in air conditioning, kitchen appliances, electrical equipment (including, but not limited to TVs, computer equipment), telephone service, internet service, screen porches, animals or smokers previously occupying the Property with or without authorization, plumbing, walkways, pool, or grill unless it renders the Property unfit and uninhabitable; and
- (f) No refund will be automatically available due to surrounding construction, damaged beach access, beach erosion, beach nourishment, noise, insects, wild animals, public utilities, inclement weather or acts of nature unless it renders the Property unfit and uninhabitable.

13. **MECHANICAL BREAKDOWNS:** Owner shall not be liable for circumstances beyond their control, including malfunction or breakdown of pools, hot tubs, appliances, air conditioning or other property equipment, including televisions, electronic/entertainment equipment, unfavorable weather, acts of nature, surrounding construction and associated noise, empty propane gas cylinders for fireplaces or gas grills, utility service disruption or any other situation occurring not under Owner control. There will be no refund or rebate of any of the rental fee in such circumstances. Repairs, if any, will be accomplished as soon as possible, taking into consideration service personnel workload, parts availability, and nature of repair. Expenses for unnecessary service calls are the responsibility of Tenant.
14. **RIGHT OF ENTRY, ACCESS AND SECURING THE PROPERTY:** Owner and his agents reserve the right to enter and inspect property without prior notice to Tenant. Owner and his agents reserve the right to schedule professional services during tenancy including but not limited to inspecting, making repairs, replacements, or installations, or showing home to prospective purchasers or tenants. Tenant is responsible for securing rental property during tenancy, including protection from intruders and the elements.
15. **MAXIMUM OCCUPANCY:** Occupancy of the premises will be limited to two persons per bedroom including family, children and Tenant guests.

Initial

**The occupancy limit for the Property is 16 people.**

The Tenant should not permit the Property to be occupied beyond maximum occupancy. Violation of this prohibition will result in a material breach that allows refusal of occupancy, termination of this agreement, and eviction without refund. Bedding arrangements in the Property are to illustrate possible sleeping arrangements and may not be taken as a representation of permitted occupancy. The hosting of parties in the home, on decks, or anywhere else on the Property beyond the maximum occupancy is a violation of this lease. No RV's or Campers may be parked on the Property for the purpose of extra sleeping capacity nor may they be hooked up to electric, cable or septic facilities. No more vehicles than necessary to accommodate Tenant and Tenant's guests shall be located on the premises. Tenant agrees to be responsible for ensuring that maximum permitted occupancy of the Property is not exceeded during the term of the lease and should contact Owner with any questions regarding the permitted occupancy of the Property.

16. **Occupancy Requirements:** At least half of the occupants must be at least 25 years old or be directly related to the occupants named on the lease. If occupants do not meet this requirement, they will be refused entry and there will be no refund.
17. **GROUPS NOT ALLOWED:** Groups are not allowed to rent the Property, without special permission from the Owner. This includes sororities, fraternities, students, graduation groups, bachelor parties, bachelorette parties, wedding groups, chaperoned groups, or un-chaperoned groups are allowed. Special events such as receptions or reunions must be approved by the Owner when the reservation is submitted. Additional fees may apply for such events. If a group misrepresents itself to be a qualified Tenant and reserves the Property, there will have been a material breach that allows refusal of occupancy, termination of this agreement, and eviction without refund. Owner reserves the right to refuse occupancy or have the Property vacated without refunding any amounts previously paid. Tenant is invited to consult with Owner prior to signing this Agreement to assure that it is a qualified Tenant.
18. **ANIMALS:** Pets are strictly forbidden on or about the Property whether on a temporary basis or otherwise and whether belonging to the Tenant or anybody else. Tenant shall be subject to a penalty of \$500.00 plus tax upon Owner's demand for any violation of this pet prohibition. Further, Tenant will have committed a material breach and be subject to refusal of occupancy, termination of this agreement, and eviction without refund. Nevertheless, no guarantee is made that the Property has been free of pets or service animals prior to Tenant's occupancy and no refunds can be given if it is discovered that pets or service animals have formerly occupied the Property.
19. **SMOKING:** Smoking is not permitted in or around the immediate vicinity of the Property. Smoking includes cigarettes, cigars, pipes, vapes, and other similar paraphernalia. Tenant or tenant's invitees that are found to have violated the smoking policy will be liable for and consents to pay cleaning fees and any charges, fees, or costs due to loss of occupancy or habitability to future tenants. Violation of this prohibition may result in a material breach that allows refusal of occupancy, termination of this agreement, and eviction without refund.

20. **SECURITY CAMERAS:** Video surveillance is used for security purposes. There are cameras covering the following:

- Driveway
- Pool Equipment (not pool)
- Live camera (no sound, [www.1346duck.com/liveview/](http://www.1346duck.com/liveview/)) during daylight hours at the end of the dock capturing the sound and sunset.

Initial

Disconnecting, covering, and/or making the cameras inoperable is a material breach of this agreement and subject to refusal of occupancy, termination of this agreement, and eviction without refund.

21. **SHEETS AND TOWELS:** Sheets and towels are amenities provided by the owner as part of tenancy. This amenity will include the following: 16 bath towels, 16 hand towels, 16 wash cloths, and 1 top sheet, 1 fitted sheet, 1 pillowcase per twin bed, and 2 pillowcases per non-twin bed. Sheets and towels will be delivered prior to arrival date. If tenant finds delivery is incorrect or short of any item that was supposed to be provided, then tenant should contact Owner or Owner's representative as soon as possible to allow service provider to provide the correct sheets or towels for reservation. Sheets and towels for the next arriving tenant may be delivered during current tenant vacation week and left outside the property, either in a linens bag or bin. Please do not access or use these linens as they are provided for the next arriving tenant and their guests. Any access or use of these linens is unauthorized and will be considered theft. Tenant will be held responsible for replacing linen order for next arriving tenant, in its entirety, to ensure next tenant has a complete set of professionally laundered sheets and towels. If tenant or any member of tenant's travel party accesses linens delivered for next arriving tenancies, as evidenced by broken seals in the linens delivered, tenant agrees to pay for full replacement of the linen order.
22. **TRASH/RECYCLING DISPOSAL:** Tenant is responsible for properly disposing of all trash during, and at the conclusion, of their stay. Please make sure all trash from within the home is put into the designated trash/recycle can(s) located at the property. These cans must be rolled to the edge of the street the night before the scheduled trash pick-up, as Waste Management arrives very early in the morning. Trash and recycle collections are twice per week during the "In" season. The trash/recycle collection days will be posted in the Rental Property. If, for some reason, this information is missing, please contact the Owner or Owner's representative to confirm the collection days. Please note: Any trash/recycling that is not put in the trash/recycle can(s) and rolled to the street will not be picked up by Waste Management. Trash/recycling that is found to have not been taken down to the street or that does not fit into the designated container will result in a \$100 excess cleaning charge deducted from the security deposit.
23. **HOT TUBS / POOLS:** The hot tub and pool will be prepared and tested for proper and safe chemical levels by a Certified Pool and Spa Operator, prior to or on the day of occupancy. If any of the following conditions exist at any time during your occupancy, contact Owner or Owner's representative immediately and discontinue use until service can be performed on the hot tub or pool and Tenant has been notified it is safe for use:
- (a) water clarity is milky or bottom of hot tub/pool is not visible;
  - (b) foam forms on surface when using jets;
  - (c) misuse of hot tub/pool by spilling foreign substances (a Service Call Charge applies in this instance). Under no circumstances are pets allowed in pools or hot tubs. Violation of this provision shall be considered a material breach and grounds for expedited eviction. Pools do not include free heat. POOL HEAT MAY BE ADDED FOR AN ADDITIONAL FEE OF \$500. Once pool heat has been turned on, in the absence of mechanical failure, no monies will be refunded due to customer request.
24. **NOTICE OF RISKS/WAIVER OF LIABILITY:** The Tenant understands there are special risks that may be involved while using the property. Hot Tubs / Pools/Exercise Equipment/Elevator/Fireplace (the "special features"), as well as other areas of the property and knowingly assumes such risks. In particular, but without limitation, the Tenant understands that there are potential dangers that the "special features" may present to children who are not carefully supervised, as well as the danger of any person using the "special feature" for extended periods, if a person has health risks, if a person uses the "special feature" while intoxicated, under the influence of drugs/medications or uses the "special feature" while pregnant. Tenant agrees to explain the risks of using the "special feature" to any guests he/she may have at the unit and be fully and solely responsible for any accidents his/her guests may incur. Tenant understands the risks discussed above and agrees to assume all responsibility for him/her as well as all guests for the consequences of those risks including the risk of serious physical injury or harm to person and property. Tenant agrees to waive all claims whatsoever against Owner for accidents or claims arising from use of "special feature" to the extent provided by law. Tenant agrees to indemnify Owner for any claims made by Tenant's guests arising from use of the "special feature." Tenant agrees that he/she is responsible and liable and will pay Owner, upon request, for any damages that occur to the "special feature" and its support equipment through misuse and/or negligence, for example, but not limited to, walking on the hot tub cover, allowing the water level to become too low, or causing water overflow inside the unit.
25. **DECKS AND RAILS:** Tenant understands decks and rails are not rated to handle more than the occupancy of the home.
26. **BEACH NOURISHMENT:** Certain beach areas of the Outer Banks are part of a beach nourishment project. Tenants may experience some inconvenience during this project. No refunds will be given.
27. **ELEVATOR:** Tenant releases Owner from any liability for injury or damages resulting from the use of an improperly or inadequately maintained elevator. Children under 16 are not permitted to operate the elevator. PROPER SUPERVISION IS REQUIRED AT ALL TIMES.

28. **LANDLORD AND TENANT DUTIES:** Under the terms of this Agreement, the Tenant will be in possession of the Property and responsible for the Property.

**Tenant must be at least 25 years of age and a provide copy of their driver's license/ passport as proof of age.**

**At the owner's sole discretion, tenant may be required to complete Appendix A – List of occupants over the age of 18 prior to taking possession of the property. The Owner will provide a copy of the rental agreement to each occupant on the list to confer a direct benefit and become parties or third-party beneficiaries of the agreement.**

Initial

Tenant shall: (a) keep that part of the Property occupied by Tenant as clean and safe as the conditions of the Property permit and cause no unsafe or unsanitary conditions in the common areas or the remainder of the Property that Tenant uses; (b) dispose of all ashes, rubbish, garbage and other waste in a clean and safe manner; (c) keep all plumbing fixtures on the Property or use by Tenant as clean as their conditions permit; (d) not deliberately or negligently destroy, deface, damage, or remove any part of the Property or render inoperable the smoke detector provided by Owner or knowingly permit any person to do so; (e) comply with all obligations imposed upon the Tenant under the applicable building and housing codes; (f) be responsible for all damage, defacement, or removal of any property inside the Property that is in Tenant's exclusive control unless the damage, defacement, or removal was due to ordinary wear and tear, acts of the Owner, defective products supplied or repaired authorized by Owner, acts of third parties not invitees of Tenant, or natural forces; (g) notify the Owner of the need for replacement or repairs to a smoke detector or replace the batteries as needed. (h) Tenant shall not use Premises for any activity or purpose that violates any criminal law or governmental regulation.

29. **INDEMNIFICATION, HOLD HARMLESS, AND RELEASE; RIGHT OF ENTRY; ASSIGNMENT:** Tenant agrees to indemnify, hold harmless, and release Owner to the extent allowed by law 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 Owner or the failure of Owner to comply with the Vacation Rental Act. To the extent allowed by law, if the Owner, Tenant or a Third Party breaches any duties or obligations that benefit Owner or Tenant, the aggrieved party will seek recourse only against the breaching party. 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 as Owner may deem appropriate or necessary pursuant to the Vacation Rental Act. Tenant shall not assign this Agreement or sublet the Property in whole or part.
30. **EXPEDITED EVICTIONS:** A material breach of this Agreement by Tenant, which, in the sole determination of the Owner, results in damage to the Premises, personal injury to Tenant or others, a breach of the peace, a nuisance to others, or a violation of law or local code, shall be grounds for termination of Your tenancy. Any Tenant who leases residential property subject to a Vacation Rental Agreement for 30 days or less may be evicted and removed from the Property in an expedited eviction proceeding if the Tenant does one of the following: (a) Holds over possession after his or her tenancy has expired. (b) Has committed a material breach of the terms of the Vacation Rental Agreement that, according to the terms of the Agreement, results in the termination of his or her tenancy. (c) Fails to pay rent as required by the Agreement. (d) Has obtained possession of the Property by fraud or misrepresentation.
31. **TRANSFER OF PROPERTY:** (a) If the Owner voluntarily transfers the Property, Tenant has the right to enforce the Agreement against the grantee of the Property if Tenant's occupancy under this Agreement is to end 180 days or less after the grantee's interest in the Property is recorded. If Tenant's occupancy is to end more than 180 days after such recordation, Tenant has no right to enforce the terms of this agreement unless the grantee agrees in writing to honor this agreement. If the grantee does not honor this agreement, Tenant is entitled to a refund of all advance rent paid by Tenant (and other fees owed to third parties not already lawfully disbursed). Within 20 days after transfer of the Property, the grantee or the grantee's new agent is required to: (i) notify Tenant in writing of the transfer of the Property, the grantee's name and address, and the date the grantee's interest was recorded; and (ii) advise Tenant whether Tenant has the right to occupy the Property subject to the terms of this agreement or receive a refund of any payments made by Tenant. (b) Upon termination of the Owner's interest in the Property, whether by sale, assignment, death, appointment of a receiver, or otherwise, the Owner required to transfer all advance rent paid by Tenant (and other fees owed to third parties not already lawfully disbursed) to the Owner's successor-in-interest within 30 days, and notify Tenant by mail of such transfer and of the transferee's name and address. The real estate broker may deduct from advance rents transferred to Owner's successor-in-interest all commissions and fees earned by the real estate broker prior to the transfer. However, if Tenant's occupancy under this agreement is to end more than 180 days after recordation of the interest of the Owner's successor-in-interest in the Property, and the successor-in-interest has not agreed to honor this agreement, all advance rent paid by Tenant, less deductible fees permitted by NCGS 42A-16. must be transferred to Tenant within 30 days.
32. **PRE-ARRIVAL UNINHABITABILITY:** Subject to the other provisions of this Vacation Rental Agreement and the requirements of the Vacation Rental Act if, at the time the Tenant is to begin occupancy of the Property, the Owner cannot provide the Property in a fit and habitable condition or substitute a reasonably comparable property in such condition, the Owner shall refund to the Tenant all payments made by the Tenant.

33. **SUBLET:** Tenant cannot sublet Property or assign this agreement.
34. **OTHER OWNER DUTIES:** (a) Comply with all current applicable building and housing codes to the extent required by the operation of the codes unless the structure is exempt from a current building or housing code; (b) Make all repairs and do whatever is reasonably necessary to put and keep the property in a fit and habitable condition; (c) Keep all common areas of the property in safe condition; (d) Maintain in good and safe working order and reasonable and promptly repair all electrical, plumbing, sanitary, heating, ventilation, and other facilities and major appliances supplied by him or her upon written notification from the Tenant that the repairs are needed; (e) Provide operable smoke detectors. The Owner shall replace or repair the smoke detectors if the Owner is notified by the Tenant in writing that replacement or repair is needed. The Owner shall annually place new batteries in a battery-operated smoke detector, and the Tenant shall replace the batteries as needed during the tenancy. Failure of the Tenant to replace the batteries as needed shall not be considered negligence on the part of the Tenant or Owner; and (f) In dwelling units having a fossil-fuel burning heater, appliance, or fireplace and in any dwelling unit having an attached garage, Owner shall provide a minimum of one operable carbon monoxide alarm per rental unit per level, pursuant to NCGS 42A-31.
35. **ACCEPTANCE OF POLICIES:** (a) Tenant also agrees to comply with the Vacation Rental Policies found on the Owner's website ([www.1346duck.com](http://www.1346duck.com)) and incorporated herein by reference and shall be binding to the extent not inconsistent with other provisions of this Agreement. Tenant also agrees and incorporated herein by reference, to the rental rate, refundable security deposit, and taxes accepted and paid by the Tenant on the Owner's website and reservation booking platform.  
(b) The parties agree that electronic means may be used to sign this Agreement or to make any modifications the parties may agree to, and that any written notice, communication, or documents may be transmitted electronically to any email address, mobile phone number or other electronic communication used by the parties to communicate during the course of this Agreement. Any notices required or authorized to be given hereunder or pursuant to applicable law may also be mailed to Tenant's address or hand delivered to the Tenant at the address of the Property and to the Owner at the Owner's address.  
(c) Tenant may request a copy be mailed, emailed or faxed. By signing this Vacation Rental Agreement Tenant acknowledges that Tenant has read and understands the Vacation Rental Policies. Violation of the Vacation Rental Policies pertaining to smoking, owner areas, pools, pets, telephone, cable, internet use, and grilling will result in a material breach that allows refusal of occupancy, termination of this agreement, or eviction without refund.
36. **COMPETENCY:** All parties to this Agreement verify that they are of legal age and / or otherwise competent to enter into this Agreement.
37. **APPLICABLE LAW, JURISDICTION AND VENUE:** This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina. In the event of a dispute, Tenant consents, submits, and waives all due process or any other objections to the exclusive jurisdiction and venue of State Courts in Dare County, North Carolina or Federal Courts in the Eastern District of North Carolina. Tenant agrees that such courts constitute a convenient forum in that the Real Property that is the subject of this agreement is located in Dare County, North Carolina.
38. **ENTIRE AGREEMENT:** 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.
39. **SEVERABILITY:** 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.
40. **REAL ESTATE LICENSE EXEMPTION:** the person conducting this real estate transaction is **NOT** licensed as a real estate broker or salesperson under Chapter 93A – Real Estate License Law, Article 1 – Real Estate Broker and Salesman. However, the person is exempt under Chapter 93A-2.c.1.d.

IN WITNESS WHEREOF, Tenant acknowledges and accepts rules set forth within this agreement. This agreement is executed by each party hereto.

NOTICE: This is a legally binding contract. If not understood, seek competent advice.

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

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

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

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

Tenant Date : \_\_\_\_\_

Owner Date : \_\_\_\_\_

## Appendix A – List of Occupants over the age of 18

	Name	Email address	Mobile Phone Number
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Required at the sole discretion of the Owner.