

Cola Vaughan Realty

Post Office Box 1375
Nags Head, NC 27959
252.449.2652
www.obxcola.com

Lease Agreement

Date: _____

Confirmation #

You have been approved to bring
the following pet(s), if applicable:

Agent, as agent of the owner, hereby rents to Tenant, and Tenant hereby rents from Agent, the vacation property described below (referred to hereafter as the premises) on the terms contained in this Agreement. This is a legally binding contract. Please read the entire document. If not understood, seek competent advice. Subject property may or may not be owned by a North Carolina Real Estate Licensee.

RESERVATION DATE	ARRIVAL DATE	DEPARTURE DATE	UNIT NAME

In Witness whereof: this agreement is executed, with an executed counterpart being retained by the tenant and a copy returned by tenant to agent via email.

PAYMENT SCHEDULE	DUE DATE	AMOUNT DUE

Refer to: <http://www.obxcola.com/reservation.asp> or <http://www.csatravelprotection.com/> for information on vacation insurance from CSA Travel Protection.

LEASE AGREEMENT

1. Disbursement of Rent and Third Party Fees: Tenant authorizes Agent to disburse up to fifty percent (50%) of the rent set forth above to the owner (or as the owner directs) prior to Tenant's occupancy of the Premises, and the balance of the rent upon the commencement of the tenancy, a material breach of this Agreement by Tenant, or as otherwise permitted pursuant to the North Carolina Vacation Rental Act. Tenant agrees to pay a \$35.00 processing fee for any change or alteration to the terms or conditions of this lease requested by Tenant. Tenant agrees to pay a \$35.00 processing fee for any check of Tenant that may be returned by the financial institution due to insufficient funds or because Tenant did not have an account at the financial institution. Tenant also authorizes Agent to disburse prior to Tenant's occupancy of the Premises any fees owed to third parties to pay for any goods, services, or benefits procured by Agent for the benefit of Tenant, including, but not limited to any fees set forth herein payable to Agent for reservation, transfer or cancellation of Tenant's tenancy.

2. Housekeeping Deposit. Any housekeeping deposit provided for above may be applied to actual damages caused by Tenant as permitted under the Tenant Security Deposit Act. In addition, pursuant to the North Carolina Vacation Rental Act, Agent may deduct from the housekeeping deposit the amount of any unpaid long distance or per call telephone charges and cable television charges that are not specifically described in this Agreement (including any addendum hereto) as being included with the Premises. Agent shall apply, account for, or refund Tenant's housekeeping deposit within 30 days following the end of the tenancy. Tenant is responsible for returning the premises to the agent in good condition as described in the Housekeeping Deposits and check out Procedures Addendum attached to this document and incorporated herein by reference. Housekeeping Deposit deductions are considered to be additional Rents and subject to the full Occupancy Tax.

3. Trust Account. Any advance payment made by Tenant shall be deposited in a trust account with Gateway Bank, 2808 S. Croatan, Nags Head, NC. 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. [Rental Trust Accounts are interest bearing with interest accruing to Vaughan Properties Inc.](#)

4. Processing fees. Pursuant to N.C.G.S. Section 42A-11. Agent charges a processing fee reasonably calculated to cover the costs of processing, transfer or cancellation of a reservation. These processing fees are as follows: Processing Application: \$85.00, Transfer Change or Amend Application: \$100.00, Cancellation of Application: \$100.00, reissue Lease: \$35.00.

5. Tenant Duties. Tenant agrees to comply with all obligations imposed by the Vacation Rental Act on Tenant with respect to maintenance of the Premises, including, but not limited to, keeping the Premises as clean and safe as the conditions of the Premises permit and causing no unsafe or unsanitary conditions in the common areas and remainder of the Premises that Tenant uses; and notifying Agent in writing of the need of replacement of or repairs to a smoke detector, and replacing the batteries as needed during the tenancy. Tenant agrees not to use the Premises for any 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 Tenant's tenancy.

6. Agent Duties. Agent agrees to provide the Premises 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 any brokerage activities in regard to this Agreement without respect to the race, color, religion, sex, national origin, handicap or familial status of any Tenant.

7. Cancellation. All cancellations must be in writing and must be received on or before the rental check-in date for valid vacation insurance claims. In the event of cancellation by the Tenant, Tenant shall receive a refund of all payments made by Tenant (excepting the Reservation Processing fee and tax (\$85.00 + tax) and any vacation or damage waiver insurance premiums paid are not refundable), less an administrative fee of \$100.00+ tax, if the Premises are re-rented on the terms set forth herein. If the Premises are not re-rented on the terms set forth herein, Tenant will not be entitled to a refund of any rent payment made hereunder. Whether or not the Premises

are re-rented, Tenant, rather than Agent, shall be responsible for seeking reimbursement of any fees paid by Tenant to Agent for goods, services, or benefits procured by Agent from third parties for the benefit of Tenant that may have been paid out prior to Tenant's cancellation. Transfer of reservation by Tenant may be permitted with an administrative fee of \$100.00.

8. Transfer of Premises.

(1) If the owner voluntarily transfers the Premises, Tenant has the right to enforce this Agreement against the grantee of the Premises if Tenant's occupancy under this Agreement is to end 180 days or less after the grantee's interest in the Premises 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 10 days after transfer of the Premises, the grantee or the grantee's agent is required to: (i) notify Tenant in writing of the transfer of the Premises, 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 Premises subject to the terms of this Agreement or receive a refund of any payments made by Tenant.

(2) Upon termination of the owner's interest in the Premises, whether by sale, assignment, death, appointment of a receiver or otherwise, the owner, owner's agent, or real estate agent is 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. 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 Premises, and the successor-in-interest has not agreed to honor this Agreement, all advance rent paid by Tenant (and other fees owed to third parties not already lawfully disbursed) must be transferred to Tenant within 30 days.

(3) If the owner's interest in the Premises is involuntarily transferred prior to Tenant's occupancy of the Premises, the owner is required to refund to Tenant all advance rent paid by Tenant (and other fees owed to third parties not already lawfully disbursed) within 60 days after the transfer.

9. Mandatory Evacuation. If State or local authorities order a mandatory evacuation of an area that includes the Premises, Tenant shall comply with the order. Upon compliance, Tenant will be entitled to a refund of the prorated rent for each night that Tenant is unable to occupy the Premises because of the order. However, Tenant will not be entitled to a refund if, prior to taking possession of the Premises: (i) Tenant refused insurance offered by Agent that would have compensated Tenant for losses or damages resulting from loss of use of the Premises due to a mandatory evacuation order, or (ii) Tenant purchased such insurance from Agent. Insurance purchased by Tenant may not be subsequently cancelled or refunded by this Agency. Please refer to your policy for instructions on refunds due to a cancellation.

10. Non-Family Groups. Properties will not be rented to non-family groups made up of unmarried young adults, high school students, college students or any other group-type situation not comprised of responsible adults at least 25 years of age. Cola Vaughan Realty has a legal right and contractual obligation to have premises immediately vacated that have been reserved by non-family groups without refund of rents and associated fees and to further impose (as permitted by Article 6, Chapter 42 of the North Carolina General Statutes Residential Tenant Security Deposit Act.), appropriate penalties. NC Gen. Stat. 14-100 makes it a crime to obtain any rental unit under false pretenses.

11. Expedited Eviction. 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 of any provision of this Agreement (including any addendum hereto) that according to its terms 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.

12. Indemnification and Hold Harmless; Right of Entry; Assignment. 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 Vacation Rental Act. 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. Tenant shall not assign this Agreement or sublet the Premises in whole or part without written permission of Agent.

13. Pets. Unless specifically permitted on page 1 of this Agreement (including any addendum hereto), no pets shall be allowed on the Premises. Tenant's breach of this provision shall be considered material, and shall result in the termination of Tenant's tenancy.

14. Other Terms and Conditions: There is an administrative fee for any changes to the lease after confirmation.

15. Addenda. Any addenda to this Agreement are described in the following space and attached hereto: The Pet Addendum, Non-Family Addendum and Housekeeping Deposit conditions are attached and integrated to this document. Tenant agrees that Tenant has received and read any such addenda, and that they shall constitute an integral part of this Agreement.

In Witness Whereof: this agreement is executed, in two counterparts with an executed counterpart being retained by each party hereto.

Notice: This is a legally binding contract. Please read the entire document. If not understood, seek competent advice. Subject property may or may not be owned by a North Carolina Real Estate Licensee.

TENANT:

REAL ESTATE AGENCY:

Cola F. Vaughan Realty, Agent for Landlord

DATE _____

DATE _____

We try hard to insure the equipment in our rental cottages is in good working order. When things do fail, we make repairs or replacements as soon as possible. Please let us know immediately when you encounter problems. We cannot guarantee against equipment failure, utility interruptions, maintenance problems, inclement weather or early departure. Unnecessary service calls may be deducted from your housekeeping deposit.

EVACUATION: As per the terms of your lease, evacuation orders must be complied with promptly.

LOCK-OUTS: There will be a \$60.00 charge to re-open cottages during business hours. After hours, you may try the office for lock-outs (\$90.00), but there is no guarantee. (after 10:00 PM, call a locksmith). We strongly recommend you keep a key on the premises. We furnish 2 key sets per group.

CHECK-OUT: 10:00 AM! Inspections are scheduled to begin at 10:00 AM. We do an inspection and inventory of each cottage between rentals and must begin on time. Late Check-Outs will face Housekeeping Deposit Deductions.

Housekeeping Deposits & Check-Out Procedures

We cannot provide clean, comfortable cottages for your enjoyment without a certain level of tenant cooperation. Please make every effort to keep your cottage clean. Report all damages or maintenance issues as soon as they are discovered. All or part of your housekeeping deposit may be withheld if the following minimum check-out requirements are not met:

*You must vacate the premises by 10:00 am. Late Check-Outs will be charged housekeeping deposit deductions!

*Vacuum and/or sweep floors.

*Keep your pets off the furniture & beds and out of un-occupied bedrooms. We recommend covering furniture in order to avoid housekeeping deposit deductions.

*The 2 sets of keys must be in the cottage notebook.

*Please empty refrigerators and cabinets of all spoilable or used items.

*Empty all trashcans and roll trash carts to the street. Extra trash beyond the capacity of the cart must be disposed of by the renter or you will be subject to Housekeeping Deposit Deductions.

*Replace mattress pads, comforters and all pillows on beds to put the bed back together or "re-make" the bed.

*Close and lock all windows and blinds.

*Lock all doors and leave both keys inside the cottage in the notebook. It is not necessary to return the keys to our office.

*No Smoking inside cottages, this will result in forfeiture of deposit.

Our cottage inspectors use an inspection form that lists the items above. Non-compliance will result in housekeeping deposit deduction or forfeiture.

If the above conditions are met and there are no damages; your housekeeping deposit refund will be issued within 30 days of check-out. Thank you again for your reservation and have a safe and enjoyable stay on North Carolina's Outer Banks.

Pets & Housekeeping Deposits

We go out of our way to encourage our cottage owners to allow you to vacation on the Outer Banks with your pets. Please help us continue our efforts to offer clean, comfortable pet friendly cottages, by carefully observing the following practices.

Do not leave your pet unattended. Your pet will be in an unfamiliar situation and may behave differently. We strongly recommend pet crates for situations when pets are alone. Pets left tied outside on decks etc. tend to howl and chew & are evidently extremely nervous. If you must leave your pet un-attended; a confined, darkened location like a utility room seems to be more comforting. Don't try the bathroom! The chewing/scratching behavior of nervous, un-attended pets can be very expensive to repair.

Keep your pets off the furniture & beds and out of un-occupied bedrooms. Keep those bedroom doors closed. You might consider bringing an old sheet or spread to cover the furniture/sofas if your pet likes to share that space with you.

Pets on the Beach

1. **Nags Head:** allows pets on the beach and other public areas on a leash. Owners are required to clean up after their pets and this is critically important on the beach.
2. **Kill Devil Hills:** Allows pets on the beach before 9:00 AM and after 6:00 PM from May 15th to September 15th.
3. **Kitty Hawk:** Dogs are permitted on public beaches. The owner is responsible for and must remove feces. From the Friday before Memorial Day until the day after Labor Day between the hours of

10:00 a.m. and 6:00 p.m. dogs must be on a leash not exceeding 6 feet. At all other times during the year, dogs must be restrained on a leash retractable to 12 feet. Dogs may be taken off the leash only if they will not disturb other people on the beach. Unleashed dogs must be controlled by the handler, who must remain within 30 feet of the dog at all times. A leash must be with owner/handler at all times. Violation of any of these rules shall be a misdemeanor punishable by a fine of not more than \$50.00.

4. Southern Shores: Pets are not allowed on the beach.