

Property: 4711 S Virginia Dare Trail, Nags Head NC 27959  
(hereinafter referred to as the Property)  
Max. Occupancy: 14, Max. Sleeps: 12, Max. Parking: 6, Smoking Permitted

Lease ID: 123456

January 02, 2010

Key No: SAMPLE

Arrival: Saturday, August 28, 2010

Departure: Saturday, September 04, 2010

	Due	Amount	Description
	01/16/2010		Rent
	01/16/2010		Reservation Fee
	01/16/2010		Tax
Payment, Due:	01/16/2010		
	07/29/2010		Bedding Package
	07/29/2010		Rent
	07/29/2010		Security Deposit
	07/29/2010		Tax
Remaining Balance, Due:	07/29/2010		
<b>Grand Total:</b>			

**John and Mary Tenant**  
**123 Rosdale Ave.**  
**Summerset Heights, NJ 08378**

Phone: (609)578-7730

Initial One

<p>_____ <b>OPTION 1:</b> I want the Travel Protection Plan as well as the Accidental Rental Damage Insurance, therefore I will not pay the refundable Security Deposit.</p>	<p>_____ <b>OPTION 2:</b> I want the Travel Protection Plan but do not want the Accidental Rental Damage Insurance so I'll pay the refundable Security Deposit and I will deduct the cost of the Damage Insurance as well as \$4.34 from my down payment.</p>
<p>_____ <b>OPTION 3:</b> I do not want the Travel Protection Plan but do want the Accidental Damage Insurance in lieu of paying the refundable Security Deposit so I will deduct the cost of the Travel Protection Plan from my down payment and deduct the Security Deposit from my final payment.</p>	<p>_____ <b>OPTION 4:</b> I do not want the Travel Protection Plan or the Accidental Damage Insurance so I will deduct both of these expenses as stated above and will pay the refundable Security Deposit with my final payment.</p>

**VACATION RENTAL AGREEMENT**

\*PLEASE READ BEFORE SIGNING

In consideration of the rents received and the individual promises contained herein, the Owner of the subject property, through their Agent, Wright Property Management, a division of JART, Inc., does hereby lease and rent to Tenant and Tenant hereby leases that certain property described above under the following terms and conditions and pursuant to the North Carolina Vacation Rental Act:

1. The Advance Payment, as broken down and stated above, is due within fourteen (14) days of the date of this agreement with U.S. funds. If the funds are not received in the amount and by the date required, Agent shall have the right to void this proposed Agreement. The Remaining balance, as also broken down and stated above, is due no later than thirty (30) days prior to your arrival and must be paid by personal check, money order, cashier's check or by credit card. **NO PERSONAL CHECKS ARE ACCEPTED WITHIN THIRTY (30) DAYS PRIOR TO ARRIVAL DATE.** Advance payments or Remaining balances can be made using a credit card (Master card, Visa or Discover) for all tenant payments through a third party processing center, Rent Payment.com who will assess Tenant a nominal fee for this service. Agent reserves the right to charge a \$30.00 administrative fee on all returned checks. Agent also reserves the right to charge a late payment fee of \$25.00 to Tenants who are not paid in full thirty days prior to their arrival.

\*As of the date of printing this form, the current tax rate for North Carolina Sales and Use Tax is 7.75%. The current tax rate for Dare County Occupancy Tax is 5%. If, any of these tax rates change, then Agent reserves the right to amend the amounts due to the account for any changes in the tax rate and the Tenant will be so advised by mail or email as to any such change.

2. **ALL ADVANCE PAYMENTS AND REMAINING BALANCES ARE DEPOSITED IN AGENT'S INTEREST BEARING TRUST ACCOUNT AT EAST CAROLINA BANK IN SOUTHERN SHORES, NORTH CAROLINA, WITH ALL INTEREST ACCRUED PAYABLE TO AGENT. UP TO ONE-HALF OF THE GROSS RENT MAY BE DISBURSED TO OWNERS PRIOR TO YOUR OCCUPANCY.** The balance of the rent may be disbursed upon commencement of the tenancy, a material breach of this Agreement by you or any other occurrence as set forth in the Vacation Rental Act. In addition, any fees other than rent may be disbursed in advance of occupancy. All Sales, Use and Occupancy Taxes collected will be disbursed upon termination of the tenancy or material breach of this Agreement.

3. If a Tenant must cancel his reservation, the cancellation or request to transfer to another rental home must be in writing. Oral communication, even in an emergency situation, will not be deemed received until receipt of written notification. If the property is re-rented for the same term, Tenant will receive all advance rent and tax payments back, less a processing fee in the amount of \$125.00. If the property is not re-rented, Tenant will not be entitled to a reimbursement for any advance payment. Tenant will be entitled to reimbursement of any fees paid to Agent for goods, services, or benefits procured by the Agent from third parties for the benefit of the Tenant where such goods, services, or benefits have not yet been incurred. Refund to Tenant, if applicable, will be made after the property is re-rented or the rental period expires, whichever shall occur first. A transfer within the originally reserved property is permitted if the requested week is available. A \$75.00 transfer fee will be charged. Transfer to a rental period at a higher rate will be charged accordingly. All service charges or transfer fees are subject to North Carolina Sales and Use Tax. Tenant has been offered Travel Protection Plan (trip insurance.) If Tenant chooses to decline this optional coverage, said Tenant must do so by deleting the charge and initialing either Option Three or Option Four of this Agreement. A Certificate of Insurance and description of services can be viewing and printed out from the WPM website. Coverage begins twenty-four (24) hours after Wright Property Management receives payment.

4. A security deposit to secure the faithful performance of Tenants promises and duties may be requested to be paid in addition to the rental payment. In lieu of paying the security deposit, Tenant may acquire Accidental Rental Damage Insurance for the non-refundable premium set forth above. If Tenant chooses to decline the Damage Insurance, Tenant may deduct the charge for the plan and pay the full security deposit with the final payment. The optional Damage Insurance protects you from losses or damages, which result from accidental damage to the property. The Damage Insurance does not cover or relieve you from liability for damage to the property caused by willful or wanton conduct. The exact terms and conditions are defined on the enclosed flyer and can also be found on our website. You must notify Agent of any damages or losses, during your occupancy, or this plan is void. This plan does not cover willful damages and does not negate your responsibilities as a Tenant. Each unit is inspected after each rental. **Any security deposit will be held in an interest bearing trust account at the East Carolina Bank in Southern Shores, North Carolina, with all interest accrued payable to Agent.** If either a security deposit or damage insurance is required, Agent will inspect the property upon Tenants departure and will deduct from any security deposit or apply toward the plan for all costs, repairs and damages as authorized by the NORTH CAROLINA TENANT SECURITY DEPOSIT ACT, and will return the balance of any security deposit to Tenant within forty five (45) days of the check-out date. The amount of the security deposit set forth above will include all Sales, Use and Occupancy Tax thereon. If Tenant uses third party processing center for payment (pays with credit card) to pay Security Deposit, said deposit be refunded by Agent by first class mail in the form of a check.

5. Check-in is between the hours of 4:00 p.m. and 6:00 p.m. from May 15 to September 15 and between 3:00 p.m. to 5:00 p.m. during all other months on the first day of the above stated rental period. Checkout time is 10:00 a.m. (All year) on the last day of the above stated rental period. **BY SIGNING THIS AGREEMENT, I UNDERSTAND THAT I AM THE ONLY PERSON WHO CAN CHECK IN AND PICK UP THE KEYS TO THE ABOVE REFERENCED UNIT. I ALSO UNDERSTAND THAT ANY REQUEST FOR ANOTHER PERSON TO CHECK IN ON MY BEHALF MUST BE IN WRITING AND RECEIVED BY AGENT, BY MAIL, PRIOR TO MY ARRIVAL DATE.** Agent reserves the right to extend check-in time to 6:00 p.m. if necessary to allow extra time for cleaning and/or maintenance.

6. (a) Agent is authorized through their agreement with the property owner to rent to family groups only. Our definition of a family group is parents, grandparents, children and extended family members. **NO HOUSE GROUPS, SINGLE GROUPS, MINORS, CHAPERONED GROUPS, UNCHAPERONED GROUPS, SORORITIES OR FRATERNITIES MAY BE ACCEPTED.** If a non-family group is found occupying the premises, this Agreement will be terminated immediately and eviction will occur at that time. The requirement of Agent for the minimum age to enter into this Agreement for tenancy is 25 years of age.

(b) Article 4 of the "Vacation Rental Act", which is applicable to this Agreement, provides for an expedited eviction procedure should you commit a material breach of this Agreement, or should you hold over possession after your tenancy has expired. Any material breach of this Agreement will result in the termination of your tenancy. Upon termination unless the property is re-rented, there will be no refund.

(c) Occupancy of the rental property stated above includes children except children in cribs. Having more persons than the maximum occupancy as stated in this agreement is a material breach and will be cause for immediate termination of the Agreement and eviction with no refund. Any misrepresentations made by Tenant when making this reservation will result in denial of entry at check-in and Tenant will forfeit all rental monies previously paid unless the property is re-rented.

7. Tenant may not sublet property or assign this Agreement.

8. It is expressly agreed and understood that the Agent and/or Owner shall not be liable for circumstances beyond their control including malfunction or breakdown of appliances, air conditioning or other cottage equipment including TV sets, VCRs, DVDs, or due to unfavorable weather, acts of nature, disruption of utility services or any other situation occurring not under Agent's control and there will be no refund or rebates of all or any part of the rental fee in such circumstances. Travel Protection Plan (Trip Insurance) is highly recommended to protect against unfavorable weather and Acts of God. If you decline the offered Travel Protection Plan, you will not be entitled to a refund upon a mandatory evacuation. Upon the issuance of a mandatory evacuation or where Agent, in good faith, believes the continued occupancy of the property to be dangerous, then Tenant agrees to vacate the premises.

9. Agent shall attempt to maintain and make necessary repairs to said premises and appliances contained therein as expeditiously as possible after being notified by Tenant of any needed repairs. Agent, any employee or subcontractor of Agent, shall have the right to enter said premises during reasonable hours to examine and make such repair(s) as may be deemed necessary for the safety or comfort of Tenant. There are absolutely no rebates issued to Tenant for any reason due to malfunctioning of any appliance or service as every good faith effort will be made to ensure that property is maintained.

10. In the event that Owner is unable to deliver the property to Tenant under this Agreement because of fire, eminent domain, act of nature, or any other cause, or if the property is unavailable because of delay in construction or because of lack of sewer or water, or if the property is not in a fit and habitable condition. Tenant hereby agrees that Owner's and Agent's sole liability as a result of any such conditions is to refund all rent and tax previously tendered by Tenant pursuant to the terms of this Agreement, which refund shall be

promptly made by Agent. The Tenant also agrees that in the case of double booking, Tenant can choose between accepting a full refund of all rent and tax previously tendered by him or paying any difference in the rental amount if Agent is able to relocate Tenant to another rental property. Tenant expressly acknowledges that should Owner or Agent be unable to provide occupancy to Tenant, in no event shall Owner or Agent be liable for any consequential or secondary damages, including, but not limiting thereto, any expenses incurred as a result of moving or for any damage, destruction or loss.

11. Beach equipment rental and bedding and towel packages are available to rent from Agent through 3rd party vendor. Said vendor will pick up and deliver all above stated rentals items from the property. Prices listed are per week and do not include tax. A CASH key deposit of \$10.00 for two sets is required at check-in and will be refunded upon the return of the keys to the rental office on the day of departure, if the key(s) are returned no later than 11:00 a.m. If key(s) are not returned prior to 11:00 a.m. on the stated departure date, said key deposit will be forfeited. If Tenant chooses to check out while Wright Property Management office is closed, keys may be deposited in the drop box at office. The key deposit will be returned to Tenant by US mail in the form of a check.

12. Mobile sleeping units are not permitted to be connected at the rental property, nor is the installation of window air conditioners, swimming pools or hot tubs allowed. Breach of this condition is a material breach, which will result in immediate termination of tenancy and eviction of Tenants.

13. Any Tenant allowing pets in a property that does not allow pets or not paying the pet fee stated in the current rental brochure or listed on Agent's website for a pet staying in the property that does allow pets is cause for immediate termination of this Agreement and eviction. If the property accepts pets, the pet fee will be included within this Rental Agreement, and is due at the time of payment of your remaining balance. Said pet fee is subject to the applicable North Carolina Sales and Use Tax. The Pet Fee is a non-refundable pet fee. Pet owners and lessees are financially liable for damages caused by any pet. If you are renting a property that allows pets and are bringing a pet, MAXIMUM OF TWO PETS ARE PERMITTED UNLESS OTHERWISE STATED WITHIN THE PROPERTY DESCRIPTION ON THE CURRENT WPM WEB SITE OR THE CURRENT WPM RENTAL BROCHURE. **(NO CATS OR EXOTIC PETS ARE PERMITTED)**, please sign in the space provided below the signature line of this Agreement, and indicate the number and type of pet(s).

14. Tenant is hereby notified that the North Carolina "Vacation Rental Act" provides certain obligations on the Tenant regarding the care and use of the property, and Tenant agrees to be bound by and responsible for the provisions contained therein. In addition, Tenant acknowledges that unless Agent is notified on the day of check-in of any damage or cleaning concerns, then thereafter, all such damages or concerns to the property during the occupancy will be Tenant's responsibility and must be reported to Agent and paid for prior to departure. Tenant covenants and promises to surrender the property in a good and the same condition as of commencement of the rental period, reasonable wear and tear excepted, and to reimburse Owner the amount, including reasonable attorney's fees, of all damages. Tenants are expected to care for property as if it were their own. Tenant must leave property in a clean condition (dishes washed, trash removed, etc.) upon departure. Tenant agrees to be financially responsible for any damages to this rental property and/or its contents caused by the Tenant's or Tenant's guest's negligence or willful conduct during the rental period.

15. Tenant agrees not to place any long distance/toll calls in properties equipped with a telephone or to charge pay per view movies through cable TV service. All toll/long distance calls must be made collect or charged to Tenant's home telephone or calling card.

16. (a) The Tenant hereby agrees to release and indemnify the Owner and his Agent from and against all liability, should anyone be injured upon the premises during the term of this Agreement, resulting from any cause whatsoever, except in the case of personal injury caused by negligent act of the Owner or his Agent or Agent's employees. Tenant understands that there are special risks that may be involved in using special features, i.e. spa, hot tub, Jacuzzi, whirlpool, pool, gas grills, etc., as well as using other areas of the property. Tenant agrees to explain the risks of using the special features to any guest they may have at the property and to be fully and solely responsible for any accidents their guest may incur. Tenant understands above risks and agrees that they will assume all responsibility for themselves and their guests for the consequences of those risks. Tenant also understands and agrees that they are responsible and liable and will pay Agent upon request for any damages that occur to the special feature and its supporting equipment through his or his guests misuse and/or negligence.

(b) Agent is not responsible for items left behind by Tenant or their guests. Items left behind will be held for a maximum of two weeks. After such time, all unclaimed items will be delivered to a local charitable organization. Upon request by Tenant, any items left in the premises will be returned C.O.D. at Tenant's expense through a mailing service.

(c) Certain amenities of the home may be of a seasonal nature, such as, but not limited to, gas fireplaces, screens, pools or pool areas, etc. For such season items, they will only be available during the appropriate season and will not be available year-round.

17. Grilling is permitted only on concrete driveways. Absolutely no grilling is allowed on decks, porches or near wooded areas. If a grill is provided with the property, Tenant agrees to clean the grill after each use by Tenant.

18. If Tenant or any member of his party violates any of the terms of this Agreement, then Agent may, at Agent's sole discretion, terminate this Agreement with no refund of any of the unused portion of the rents and may enter the premises and remove Tenant, the members of his party and their belongings immediately.

19. This rental property may or may not be owned by a North Carolina Licensed Real Estate Salesman or Broker.

20. Tenant will report any malfunction of any smoke alarm. Tenant waives any requirement that Landlord place new batteries in a battery operated smoke detector at the beginning of the tenancy.

21. Tenants acknowledge that Agent may be paid commissions or rebates for goods and services pertaining to the property or the tenancy by vendors and/or independent businesses. All such commissions and rebates may be based on a percentage of the amount paid, and shall belong to Agent. The vendors may include, but are not limited to, telephone service, travel protection plan, damage insurance or equipment rental agencies.

22. Should Tenant breach any of the terms of this Agreement or should Tenant be liable pursuant to any of the terms of this Agreement due to Tenant's or Tenant's guests' negligence or misuse, then Tenant shall be liable for all costs, damages and expenses incurred including reasonable attorney's fees.

23. Tenant acknowledges and agrees that if subject property is listed for sale, it may be shown, provided Tenant is given reasonable notice. Should the present Owner transfer title to the real property, which is the subject to this Agreement, the Owner is obligated to disclose to the Grantee certain information regarding existing Rental Agreements. For rentals which end more than one hundred eighty (180) days after the transfer to Owner's successor in interest, the successor in interest will not be bound for any rentals which end more than one hundred eighty (180) days after such recording, unless the successor in interest agrees in writing to be bound. If such successor in interest does not agree in writing to be bound, you will be notified in writing and you will receive a refund of any payments made by you. A Tenant has the right to enforce the Vacation Rental Agreement against the Grantee of the property if the vacation rental is to end one hundred eighty (180) days or less after the recording of the Deed to the successor in interest. The North Carolina Vacation Rental Act contains further provisions regarding a transfer of the Landlord's interest in the property, which will be applicable to this Agreement.

24. No warranty is made, expressed or implied, as to the suitability (habitability) of the premises.

By signing this Agreement, I acknowledge that I have read this Agreement as well as "House Rules" section of the current Wright Property Management Rental Brochure or the "Rental Information" section of the Wright Property Management website and agree to comply with the Rules and Regulations as contained therein. I understand that I am responsible for compliance with the Rules and Regulations by all parties who are using the rental unit during my tenancy. By signing this Agreement, I certify that I am not a minor and that this unit will be occupied by a family in compliance with the policies of Wright Property Management. Wright Property Management shall conduct all brokerage activities in regard to this Agreement without respect to the race, color, religion, sex, national origin, handicap or familiar status of any Tenant.

After reading and understanding this Agreement, please sign, retain one copy for your records and return two copies by first class mail or you can fax or email 1 copy. If this Agreement was sent to you via email, you may sign via e-signature and a signed copy will be emailed to you. Agent must receive an executed Rental Agreement prior to check-in.

**THIS IS A VACATION RENTAL 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 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.**

**PLEASE SIGN ALL COPIES, RETAIN ONE AND RETURN THE OTHER TO AGENT.**



Wright Property Management a  
division of Jart, Inc.  
3719 N. Croatan Hwy.  
Kitty Hawk, NC 27949  
Phone: (252) 261-2186  
www.wpmobx.com

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

If you are bringing a pet, please sign here and indicate # of pet(s) and type of pet(s).

\_\_\_\_\_ # of pet(s) \_\_\_\_\_ Type \_\_\_\_\_

Agent: Roman Dica 168848 Date: January 02, 2010

WEEKLY LINEN RENTAL AVAILABLE - TAX NOT INCLUDED. Please check the item(s) you wish to reserve: Bedding Package \$155.00, Towel Package \$125.00, Full Linen Package \$270.00 OR RENT BY SET (prices per set): King set \$25.00, Queen Sets \$23.00, Double Set

9.50 WHAT DO YOU NEED #K\_\_\_\_, #Q\_\_\_\_, #D\_\_\_\_, #S\_\_\_\_, #BATHS:\_\_\_\_

BEACH EQUIPMENT RENTAL AVAILABLE - PLEASE LOOK INSIDE YOUR LEASE PACKET OR ON LINE AT WWW.WPMOBX.COM FOR PRICES AND ORDER FORMS.