



# VACATION RENTAL AGREEMENT

PO Box 250  
Hatteras, NC 27943

Phone:(866) 348-8825

http://www.MidgettRealty.com  
vacations@midgettrealty.com

THIS IS A VACATION RENTAL AGREEMENT UNDER THE NORTH CAROLINA VACATION RENTAL ACT (NCVRA). 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 TENANT. 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 alteration of this Agreement shall not be effective unless initialed by both Tenant and authorized agent of Midgett Realty.

This Vacation Rental Agreement ("Agreement") entered into by and between Midgett Bros., Inc., D.B.A. Midgett Realty, as Agent for the Owner of the Property referred to herein (sometimes referred to as "Midgett Realty" and sometimes as "Agent") and the undersigned "Tenant", whether one or more.

**Resv #:** 123456  
*Reference on all payments & correspondences.*  
**Guest:** Chester Tester  
Box 250  
Hatteras, NC 27943  
**Phone:** 252-555-1212  
**E-Mail:**  
**Book Date:**  
**Arriving:**  
**Departing:**  
**Managing Office:**Hatteras  
57783 Highway 12, Hatteras, NC 27943  
(252) 986-2841

|  |    |
|--|----|
| In addition to the WEEKLY RENTAL AMOUNT set by the Owner, Tenant acknowledges & agrees to pay: |    |
| • SALES AND OCCUPANCY TAX  |    |
| • TRIP INSURANCE: Non-refundable.<br>Due with first payment.                                   |    |
| <b>Total Rent:</b>   | \$ |
| <b>Trip Insurance:</b>   | \$ |
| <b>Sales Tax:</b>  | \$ |
| <b>Total Reservation Charges:</b>  | \$ |
| <b>PAYMENT 1 DUE 10/15/2018:</b>   | \$ |
| <b>PAYMENT 2 DUE 11/28/2018:</b>   | \$ |
| <b>Rec'd on Account</b>  | \$ |
| <b>Total Outstanding Balance</b>   | \$ |

**Cottage Information:**  
HC020: Marlin Daze  
57232 Summerplace Drive, Hatteras, NC 27943  
(252) 555-1212  
  
Bedrooms: 6  
Bathrooms: 6.1  
Pets: Yes  
Smoking: No  
Linens: Bed and bath linens are provided for full week stays.  
1 King (Master) / 1 King (Master) / 1 King (Master) / 1 King (Master) / 1 King / 2 Pyramid Bunks (Single on Top, Double on Bottom) / Sleep Sofa in Loft / Sleep Sofa in Game Room  
**Guest Initials:** dr

**Guest Signature:**  
Initial Here to Decline Trip Insurance (initial)

**Initial Payment Must Be Received By: 11/01/2018**

**(Subject to cancellation if payment not received on or before due date)**

## Midgett Realty: TERMS AND CONDITIONS

- PAYMENTS.** This Agreement must be signed and returned to Agent with the first payment within three (3) days of making the reservation, or the reservation shall be automatically cancelled. The remaining balance must be received in full by Midgett Realty forty-five (45) days prior to check-in date. Failure to pay balance due within forty-five (45) days of check-in date will result in cancellation. All payments must be made by personal, travelers or bank check, money order, cash, Visa, MasterCard, or Discover. **Payments by credit card will incur a service charge.** No personal or company checks shall be accepted within forty-five (45) days of check-in date. Prices quoted on our website are based on cash payments sent by mail or any payments made in person.
- FUNDS RECEIVED.** a. All monies received by Agent, including Security Deposit, will be held in an interest bearing account with Townebank, Southern Shores, North Carolina, a federally insured institution, with INTEREST TO BE PAID TO AGENT.  
b. In accordance with NCVRA, up to fifty percent (50%) of the total rent may be disbursed prior to occupancy, and all fees, including administrative fees, owed to third parties to pay for goods, services or benefits secured for the Tenant, will be disbursed prior to occupancy.
- CHECK-IN/CHECK-OUT** dates are set forth in **CONFIRMATION PROVISIONS.** Check-in time is **FIRMLY** set. From May 18 to September 22 check-in is not promised until 6:00 pm. When your accommodations are ready we

**Guest Initials:**

will notify you via text message. Before May 18 and after September 22 check-in is not promised until 5:30 pm. When your accommodations are ready we will notify you. Agent cannot release homes to begin occupancy that are not ready, nor can we provide refrigeration facilities for groceries. Tenant shall not be on the Property prior to check in and may be charged up to one (1) additional day rental for violation of this policy. Check-out is before 10:00 a.m. No occupancy of the Property, including driveways or outside showers will be allowed after check-out. Tenant may be charged up to one (1) additional day rental if Property is occupied after 10:00 am. No refunds will be given for early departures.

4. **SURRENDER OF PREMISES.** Tenant must leave Property in clean condition, vacuumed and swept, all dishes washed and put away, all food removed from premises, and all trash removed from house prior to departure. Failure to abide by this provision may result in a reasonable clean-up fee not exceeding \$600.00. Any damages to the Property, which occur during Tenant's occupancy, are Tenant's responsibility and must be reported to Agent immediately.

Guest  
Initials:

5. **DAMAGES/ACCIDENTS TO RENTAL PROPERTY.** Tenant agrees to notify Agent as to any damages or accidents that occur to the premises, to both Owner's real property and personal property during your rental period. If Agent determines that no intentional or wanton or willful misconduct was done, Agent will repair/replace as needed up to \$1500. Any damage or accident that exceeds \$1500 will be the responsibility of Tenant. **DAMAGES MUST BE REPORTED IMMEDIATELY UPON OCCURRENCE AND PRIOR TO CHECK-OUT IN ORDER FOR AGENT TO REPAIR/REPLACE SAID DAMAGES. OTHERWISE, ALL DAMAGE COSTS WILL BE THE RESPONSIBILITY OF TENANT. PET DAMAGE IS THE RESPONSIBILITY OF TENANT.**

6. **CANCELLATIONS and TRANSFERS.** If Tenant cancels this lease and Property is re-rented, Tenant shall receive a refund, less any difference in rental rate, travel insurance premium, credit card fees, and \$250.00 cancellation fee, plus all applicable taxes. If the Property cannot be re-rented, no monies shall be refunded, and Tenant is responsible for fulfilling obligations set forth in this Lease, including full payment of rents and fees. Midgett Realty reserves the right to discount the rental rate for the re-rental at its own discretion. Any discounts in the rental rate will reduce your refund. All cancellation requests must be submitted in writing. If the property has not been re-rented and the leaseholder wishes to reinstate the reservation at any time after we receive the cancellation in writing, we will reinstate the reservation for a fee of \$100 plus all applicable taxes. In the event you have to change your week after your reservation has been confirmed, a transfer fee in the amount of \$100 (plus tax) will be charged. Transfers can only be made within the same home of your initial reservation, subject to owner approval. All transfer requests must be submitted in writing.

Guest  
Initials:

7. **ADDITIONAL PROVISIONS/DISCLOSURES:** a. Agent may have an ownership interest in some properties. b. Agent may be paid commission on linen rentals, long distance calls, entertainment packages, vacation insurance, pet fees and may also receive commissions from other vendors. c. Security Deposits will be handled in accordance with the **Residential Tenant Security Deposit Act**. Any security deposit paid shall be refunded by check or credit card (however originally paid), less any sum due under this Lease. Refunds to a credit card will be made to the originating credit card and will not be applied to a different card or cardholder. Tenant shall pay all damage in excess of Security Deposit on demand. d. Tenant will be charged a \$35.00 (plus tax) fee on any returned check. Returned checks will not be re-deposited, payment must be made by money order, cashiers check, or credit card within 5 days of notification. If it is less than 45 days prior to arrival, payment must be made immediately by credit card. e. Any check issued to Tenant by Agent, not negotiated within six months of issuance, shall be subject to a \$35.00 (plus tax) stop payment and re-issuance fee. f. Tenant may be charged a \$25.00 (plus tax) nonrefundable fee if locked out after hours. g. RVs are not permitted on the grounds of any Property at any time. h. Temporary items, including but not limited to, tents, hot tubs, swimming pools, and soft tubs are not permitted. i. Smoking in a property designated as "no smoking" is grounds for immediate eviction and potential retribution for future lost income, including but not limited to the relocation of future guests, restoring property and contents to a satisfactory level determined by Agent and all associated costs. j. Tenant acknowledges that construction may be ongoing at adjoining or nearby properties. Neither Agent nor Owner is responsible for any objectionable noise or activity. No refunds will be given for such occurrences.

8. Substantial portions of the ocean beaches of Hatteras Island are part of the Cape Hatteras National Seashore and under the jurisdiction of the National Park Service (NPS). Closures of ocean beaches and accesses by NPS, including but not limited to seasonal closures for wildlife protection, governmental shutdown, beach nourishment, or adverse conditions can occur. No refunds or relocations will be granted during such events.

9. **MINIMUM ACCEPTABLE AGE / FAMILY GROUPS.** Agent is authorized, through contract with the property Owner, to rent only to family groups. **The leaseholder must be 25 years of age or older. A family group is defined as immediate and extended family (parents, children, and grandparents). No fraternities, sororities, church, school, civic or other non-family groups are permitted. In the event that we determine that you are not a family group you will be in material breach of your lease. You will be denied access to the property and /or subject to expedited eviction. All rents and fees paid to Midgett Realty will be forfeited.**

10. State and County health regulations require homes on septic systems be limited to two occupants per bedroom. Number and sizes of beds are listed only to accommodate flexibility in sleeping arrangements and not to represent allowable occupancy. Over-occupancy is considered a **Material Breach** of this Lease. The hosting of parties, which would increase occupancy above permitted occupancy in the home, on decks, stairs or anywhere on the property is not permitted unless disclosed and approved, in writing, by Agent prior to occupancy. Violation is grounds for eviction. A security deposit will be required.

11. **SUBLETTING.** Subletting is not permitted and Tenant shall not assign this lease agreement or sublet the property in whole or part without written permission of the Agent.

12. **EVACUATIONS and TRIP INSURANCE.** Tenant acknowledges being offered insurance to compensate Tenant for certain unforeseen circumstances that may cause cancellation or interruption, including mandatory evacuation. Insurance will be added to all reservations unless declined by Tenant in writing then the amount will be deducted from your amount due. Coverage goes into effect once the premium is paid. If travel insurance is not declined within 10 days of the received premium payment, then it is considered accepted and is non-refundable. If Tenant does not accept said offer, Tenant shall not be entitled to a refund of monies paid, except security deposit, as provided in the NCVRA 42A-36 Mandatory Evacuation. Tenant agrees to comply with all mandatory orders of evacuation, time being of the essence. Tenant is allowed no more than three hours from the issuance of the evacuation order to vacate the Property. Occupancy of the Property

Guest  
Initials:

- thereafter shall constitute a trespass and law enforcement authorities will be notified. Tenant acknowledges that following lifting of mandatory evacuation, the home may not be available for occupancy. If Agent deems the home is no longer available, Tenant will be notified and receive a prorata refund for remaining available days.
13. **TERMINATION OF RENTAL.** In the event the owner of the Property removes their property from availability, or if the property becomes unavailable for any reason, agent reserves the right to substitute comparable accommodations or refund payments made. Any additional costs will be the sole responsibility of the Tenant.
  14. **UNSAFE CONDITIONS.** Agent reserves the right to relocate guests in the event that, in Agent's sole opinion, an unsafe or potentially unsafe situation exists. Any additional costs will be the sole responsibility of the Tenant.
  15. **EQUIPMENT and APPLIANCES.** Equipment and furnishings at the Property are to the Owner's taste and are set up for normal housekeeping. Kitchen equipment, mattress pads, pillows, and bedcovers are provided. Tenant must furnish toiletries, cleaning supplies, all food items and possibly linens. Under no circumstances will tenant receive a reduction in rent or be relocated for any equipment or amenity failure. Agent, upon being notified by Tenant of any malfunction will make every reasonable effort to have such appliances or amenities repaired. Replacement or repair during Tenancy cannot be guaranteed.
  16. **LOST and FOUND.** Items left by Tenant on the Property after check-out are not Agent's responsibility. If items are discovered, they will be returned to Tenant if Tenant notifies Agent of missing items within thirty (30) days of check-out. Midgett Realty will send the item(s) COD, Tenant must pay a handling fee of \$25 (plus tax), actual shipping cost and credit card fee (if applicable). Any items not claimed within 30 days after check-out will be disposed of.
  17. **OWNER'S/AGENT'S OBLIGATIONS.** Owners/Agent agrees to provide the Premises in a fit and habitable condition as per NCVRA 42A-31. Tenant acknowledges that Agent is employed by the Owner and does not represent Tenant. If at the time Tenant is to begin occupancy of the Premises, Owner/ 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 and still held by Agent, which shall be Tenant's sole remedy. In no event shall Owner or Agent be liable for any consequential damage, including, but not limited to, any expense incurred as a result of Tenant's moving or renting another property at additional cost. **FORECLOSURE:** After signing this agreement, if Agent learns of a foreclosure of this property, Agent will (a) notify you, (b) not disburse further sums to the owner of the property, (c) request the owner return to us the rents you have paid and (d) attempt to relocate you to a reasonably comparable property. If the owner does not return the rent you have paid, **your claim is against the owner**, not Agent. Agent shall conduct all brokerage activities in regard to this Agreement without respect to the race, color, religion, sex, national origin, and handicap or familial status of any Tenant. Agent shall not discriminate against any protected class of citizen. Midgett Realty complies with applicable provisions of the State Fair Housing Act.
  18. **TENANT'S OBLIGATIONS.** During occupancy, Tenant agrees to comply with all obligations imposed by the NCVRA 42A-32, 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 area and remainder of the Premises that Tenant uses; and notify Agent in writing of the need of replacement of or repairs to a smoke detector, and replacing the batteries as needed during the tenancy. Rearranging of furniture, electronic components, and/or cables is not permitted. In the event Agent has to restore the property to the original configuration, a fee of a minimum of \$100.00 will be charged. Charcoal grilling shall not be allowed on decks, porches or close to the house. If a telephone is available on the Property, Tenant shall be responsible for all toll calls. Tenant agrees not to use the Premises for any activity or purpose that violates any criminal law or governmental regulation. Tenant agrees to permit the property to be "shown" if it is listed for sale. 24-hour notice shall be attempted by Agent to Tenant. Tenant's breach of any duty contained in this paragraph shall be considered material, and shall result in the termination of Tenant's tenancy. Violation of a tenant obligation is a **material breach** of the lease and may result in eviction and loss of all monies paid.
  19. **POOLS and HOT TUBS.** Tenant acknowledges if the Property is equipped with a private pool/hot tub and/or has access to a community pool/hot tub (the "Facilities"), Tenant hereby accepts and agrees to the following: a. The property owner provides pool and/or hot tub maintenance either through a third party that is unaffiliated with Agent or by Agent directly. b. Midgettrealty.com provides pool open/close dates and pool heat available dates for privately owned homes but not community pools. c. Tenant shall ensure that the Facilities are used in a safe manner at all times and that non-adult use of the Facilities is supervised by a qualified and capable adult. d. Unsafe and/or unsupervised use of the Facilities by Tenant or Tenant's guests is a **material breach** of this lease and shall permit Midgett Realty to terminate IMMEDIATELY WITHOUT NOTICE Tenant's occupancy of the Property. e. Tenants are prohibited from tampering with chemicals or equipment. If tenant is found to have tampered with chemicals or equipment, the Tenant will be responsible for any expenses incurred. f. Tenant shall indemnify and hold Midgett Realty (its officers, employees, agents and equity holders) and the Owner of the Property harmless from and against any and all liabilities, claims and expenses for personal injury or property damage resulting from unsafe and/or unsupervised use of the Facilities by Tenant or Tenant's guests. NO REFUNDS will be given for pools not heating to what tenant believes to be an acceptable level. Pool heat added to a reservation within 14 days of check-in may incur an additional fee. In the event Tenant requests additional cleaning of pool and/or hot tub, an additional fee will apply. Pool heat charges will not be pro-rated except in the event of additional nights being added to full week reservations. **Pregnant women, persons taking medication, elderly persons, those with diabetes, high blood pressure, heart disease or other cardiovascular conditions should consult their physician prior to entering a hot tub. For safety/health concerns, children under the age of 12 are prohibited from entering hot tubs at any time. Removal of chemical dispensers, misuse and/or overuse of hot tubs may result in health related problems, such as folliculitis. Tenant assumes risk of illness from improperly maintained pools and/or hot tubs and releases Agent from any liability for injury or damages.**
  20. **INTERNET USE.** You are prohibited from using Internet access for any purpose that is unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, misleading, tortuous, profane, infringing, damaging, or in any manner that could give rise to civil or criminal liability under the law.
  21. **PETS.** The term "pets" refers to dogs and/or cats only. Pets are not permitted on the Property unless specifically provided in CONFIRMATION PROVISIONS. If pets are permitted, there should be no more than two (2) domestic, housebroken pets on the grounds. Cottage description may list additional restrictions. If pets are not permitted and a pet is found on the Property, this shall be a **material breach** of the lease and Tenant will be subjected to expedited eviction, additional cleaning charges, as

well as a flea treatment charge, potential retribution for future lost income, including but not limited to the relocation of future guests, restoring property and contents to a satisfactory level determined by Agent and all associated costs. Additionally, NO pets are permitted in either hot tubs or pools. If pets are found to have been in pools or hot tubs Tenant will be charged an additional fee. At no time should a pet be left alone in the vacation rental home. If, in the event of an emergency, the pet is left unattended it must be placed in a tenant-supplied crate-like container made for a pet.

22. **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 negligent or willful act of Agent or the Owner, or failure of Agent or Owner to comply with the NCVRA. Tenant agrees that Agent, the Owner or their respective representatives (i.e. pest control technician) may enter the Premises during reasonable hours to inspect the Premise to clean or to make such repairs, alterations or improvements thereto as Agent or Owner may deem appropriate, or to show the Premises to prospective purchasers if property is listed for sale or under foreclosure proceedings.
23. **BREACH BY TENANT.** Agent may terminate this Agreement upon breach of any of the terms hereof by Tenant. Tenant shall not be entitled to the return of any of the monies paid under the terms of this Agreement and shall vacate the Property immediately. Tenant is also subject to the expedited eviction proceedings under said NCVRA on the grounds set forth therein. In such event, Tenant shall be responsible for court cost, cost of litigation, including reasonable attorney's fees for the enforcement of this lease.
24. **TRANSFER OF PROPERTY.** In the event ownership of the Property is voluntarily transferred, or involuntarily transferred, earlier than 180 days prior to end of Tenant's occupancy, the Tenant shall have no right to enforce the terms of this Agreement unless the new / subsequent Owner agrees in writing. The NCVRA requires notification to Tenant of such transfer and any transfer of advanced rentals and fees to Owner's successor in interest. Agent may continue to hold same under contract with the new Owner. Tenant shall be entitled to a refund of all advanced rent paid and a portion of any fees remaining after lawful deductions provided under NCVRA, in the event the tenancy is not honored; this refund shall be paid by the party holding the rent at that time.
25. **SERVICE ANIMALS.** Agent must be notified at time of booking or well in advance of arrival if an emotional support or assistance animal will be on premises during rental period.
26. **GOVERNING LAW.** This lease shall be governed by and interpreted in accordance with the laws of the State of North Carolina. Tax rates are determined by the State of North Carolina and the County of Dare and are subject to change without notice. Tenant is responsible for additional taxes imposed. This Agreement is the entire agreement between the parties, and there are no representations, whether oral or written, made except as expressly stated herein. Any Action relating to this Lease shall be instituted and prosecuted in the courts of Dare County in North Carolina.

Guest  
Initials:

By initialing in this box, I acknowledge that I have read, understand and accept the Terms and Conditions of the Midgett Realty Vacation Rental Agreement.

**In consideration of the mutual covenants and conditions herein, landlord by and through Agent, does hereby lease and rent to the Tenant the property named herein on these terms and conditions in addition to the confirmation provisions set forth herein and on [www.midgettrealty.com](http://www.midgettrealty.com).**

**Please sign and date below to acknowledge that you have read this lease in its entirety, understand it and agree to the terms contained herein.**

**To signify your acceptance of this agreement, type your name below **exactly** as it appears on Page 1 of this Rental Agreement.**

**X**

IP Address: 71.48.201.205 Date: 10/8/2018

**Guest Signature**

**Anthony Fletcher**  
**NC Broker's License #188188**  
**Midgett Realty**