Vacation Rental Agreement

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.

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. This Agreement is governed by the North Carolina Vacation Rental Act (the "NCVRA").

Guest Details

Reservation: [redacted]

Guest Name: [redacted]

Guest Address: [redacted]

Guest Phone Number: [redacted] [redacted]

Guest Email: [redacted]

Signed From ip: [redacted] Date: 2026-11-06 11:17:03

House Location

House Name: Marlin Manor

House Address: [redacted] Avon NC 27915

Arrival and Departure Information

Arrival: 01/09/2027

Departure: 01/16/2027

House Details

Unit Information: AM513 - Marlin Manor

Number of Bedrooms: 6

Number of Bathrooms: 5

Linens: Seasonal Gold: For arrivals after May 13, 2027 and before September 3, 2027 towels will be provided and beds made. Sheets will be provided for all stays regardless of date.

2027 Changes and Updates: No major changes, same great house

Sample

Pool Information

Pool open for arrivals after March 25, 2027 and before October 28, 2027. Heat is available for an additional $600 per week plus taxes and fees.

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Signed From ip: [redacted] Date: 2026-11-06 11:17:03

Pet Restrictions

Pets are not permitted

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Optional Travel Insurance

Midgett Realty offers Travel Insurance to our guests. Exclusions and limitations may apply if not purchased at the time of booking. As per the North Carolina Vacation Rental Act (NCVRA), if the insurance is waived, neither the property owner nor Midgett Realty is liable for refunds. For more Travel Insurance information please visit https://www.midgettrealty.com/hatteras-vacation-rental-policies.

Cancel For Any Reason Travel Protection for 10.8%. Cancel For Any Reason protects my vacation investment up to 100% for covered reasons like illness, injury or death in the family or someone in the traveling party, natural disasters, blizzards, hurricanes, travel delays and much more. I can also cancel for a reason not listed in the policy and be eligible for a 60% reimbursement (this benefit must be used 2 days or more before check-in). ** US travelers ONLY (excluding residents from NY) **

Standard Travel Protection for 7%. Standard Travel Protection protects my vacation investment up to 100% for covered reasons like illness, injury or death in the family or someone in the traveling party, natural disasters, hurricanes, travel delays and much more.

- [x] Standard Travel Protection for $148.89
  Standard Travel Protection protects my vacation investment up to 100% for covered reasons like illness, injury or death in the family or someone in the traveling party, natural disasters, hurricanes, travel delays and much more.

- [ ] I do not want any Travel Protection
  I understand that I risk losing part or all of my vacation investment.

Midgett Realty	
PO Box 250, Hatteras, North Carolina US 27943	
Phone/s: 800-527-2903 (nationwide) 800-527-2903 (local)	Fax:
Website: https://www.midgettrealty.com	Email: beachvacation@midgettrealty.com

Guest Details	Stay Information	Room Information
[redacted]	Reservation #: [redacted]	Reservation Rooms: 6 bedroom AM513 - Marlin Manor
[redacted]	Check-In: 01/09/2027	Property Address: [redacted]
[redacted]	Check-Out: 01/16/2027	Total Rent: $1,886.53
Phone: [redacted]	Length of stay: 7 nights	Total Cost: $2,275.95
E-mail: [redacted]	Guests: 2 | 0	Total Paid: $0.00
		Balance: $2,275.95

Total Rent:		**$1,886.53**
Total:		**$1,886.53**
Tax:		**$240.53**
Standard Travel Protection :	**7%**	**$148.89**
Total (includes all taxes & applicable fees):		**$2,275.95**
* - taxable fee		

Payments/Folio History

Date	Type	Description	Amount
Total (includes all folio items):			**$2,275.95**
Balance:			**$2,275.95**
Balance After Processing Scheduled Payments:			**$2,275.95**

Guest Security Deposit			**$0.00**
Date	**Type**	**Description**	**Amount**
Deposit in Escrow:			**$0.00**

Current Amount Due: $1,137.98

Sample

Signed From ip: [redacted] Date: 2026-11-06 11:17:03

MIDGETT REALTY | TERMS AND CONDITIONS

1. PAYMENTS

This Agreement must be signed and returned to Agent with the first payment, 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, debit card, or wallet will incur a non-refundable service charge of 2.5% of the amount charged. 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.

Authorization to Charge. Tenant authorizes Agent to charge the credit or debit card provided by Tenant for amounts due under this Agreement, including rent and taxes, additional occupancy charges under Section 3, cleaning and damage charges under Sections 4 and 5, and fees under Section 7 and 22. Except where Tenant has failed to cancel in writing as provided in Section 6, Agent will send Tenant written notice of the amount and the basis for the charge. This authorization remains in effect until all amounts due under this Agreement have been paid.

2. FUNDS RECEIVED

a. All monies received by Agent, including Security Deposit, will be held in an interest-bearing account with Towne Bank, 2 Juniper Trail, Southern Shores, North Carolina 27949, a federally insured institution, with **INTEREST TO BE PAID TO AGENT.**

b. In accordance with NCVRA, Tenant agrees that up to fifty percent (50%) of the base rent related to the occupancy may be disbursed to the Owner 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.

3. GUEST CHECK-IN/CHECK-OUT

Guest CHECK-IN/CHECK-OUT dates are set forth in CONFIRMATION PROVISIONS. Check-in is not promised until 6:00 pm. When your accommodations are ready, we will notify you. Notification will be via text and/or email. 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 am on your day of departure. 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.

If Tenant remains in possession overnight after the scheduled check-out date, including because of weather, road or ferry closure, or governmental order, Tenant shall pay for each additional night actually occupied at the nightly rate published by Agent for the Property for that date immediately prior to the event giving rise to the closure or order, plus applicable taxes, unless Agent agrees in writing to another lawful rate. No emergency surcharge or penalty shall be imposed solely because of such circumstances. Any charge for occupancy after 10:00 am shall be credited against the occupancy charge for that same night. Continued occupancy does not renew the tenancy and does not waive Agent's remedies under applicable law. No refunds will be given for early departures, except as required by applicable law.

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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 and recycling removed from house prior to departure. Failure to abide by this provision may result in a reasonable clean-up fee not exceeding $800. Any damages to the Property, which occur during Tenant's occupancy, are Tenant's responsibility and must be reported to Agent as provided below.

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5. DAMAGES/ACCIDENTS TO RENTAL PROPERTY

Tenant agrees to notify Agent as to any damages or accidents that occur on the Property, to both Owner's real property and personal property during your rental period or involving any individual. Tenant is responsible for damages and will not be released from liability for damage due to the following, but not limited to:

a. Intentional, willful, reckless, or malicious acts of the Tenant or others on the premises during tenancy.

b. Damage by pets.

c. Theft from the premises of the owner's property by Tenant or Tenant's invitees.

d. Gross negligence of Tenant or intentional misuse of furnishings, appliances, equipment, or other amenities provided within the home.

e. Damage caused while under the influence of alcohol or drugs.

f. Damages to real property resulting from operation of any motorized vehicle by a Tenant.

g. Damages related to smoking in "NO smoking" homes.

h. Damages related to tampering with "Irrigation Systems and Controls" or "Audio / Video / Internet wiring or component programming" within a property.

i. Deliberately or negligently destroy, deface, damage, or remove any part of the Premises or render inoperable the smoke detector or pool alarm, if applicable, provided by the Owner, or knowingly permit any person to do so.

Notwithstanding the above, 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 EVALUATE AND REPAIR/ REPLACE SAID DAMAGES. OTHERWISE, TENANT WILL BE RESPONSIBLE FOR DAMAGE COSTS TO THE EXTENT PROVIDED BY NCVRA 42A-32. NOTE: PET DAMAGE IS EXCLUDED FROM THESE LIMITS AND IS ALWAYS THE

RESPONSIBILITY OF TENANT.

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6. CANCELLATIONS AND TRANSFERS

If Tenant cancels their rental under this Agreement and Property is re-rented, Tenant shall receive a refund, less any difference in rental rate, travel insurance premium, credit card fees, and a $36 per night cancellation fee, plus all applicable taxes. If the Property cannot be re-rented, no monies shall be refunded, except as required by applicable law, and Tenant is responsible for fulfilling all obligations set forth in this Agreement, 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. Failure to cancel in writing will result in charging the final payment to Tenant's credit card. If the Property has not been re-rented and the Tenant 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 Tenant has to change the date of its reservation week after the 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 and same calendar year of your initial reservation, subject to Owner approval. All transfer requests must be submitted in writing. A transfer once made may not be subsequently changed without incurring an additional charge.

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7. ADDITIONAL PROVISIONS/DISCLOSURES:

a. Agent may have an ownership interest in some properties.

b. Agent may be paid commission on linen rentals, entertainment packages, vacation insurance, pet fees and may also receive commissions from other vendors.

c. Funds received as a "Security Deposit" will be handled in accordance with the North Carolina 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 Agreement. 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 fee on any returned check. Returned checks will not be re-deposited, payment must be made by money order, cashier's check, or credit card within three (3) days of notification. If it is less than forty-five (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. Parking is limited at most properties with parking being limited to the driveway area only (parking on grass is never allowed unless specified by the Owner).

h. Recreational Vehicles (RVs), campers, or trailers are not permitted on the grounds of any Property at any time.

i. Temporary items, including but not limited to, tents, hot tubs, fire pits, swimming pools, and soft tubs are not permitted.

j. Smoking or vaping anywhere on the grounds of a property designated as "no smoking" is grounds for eviction in accordance with the procedures required by the NCVRA and potential restitution for future lost income, including but not limited to the relocation of future guests, restoring property and contents to a satisfactory level reasonably determined by Agent and all associated costs.

k. 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, except as required by applicable law.

l. The homeowner may have exterior security cameras on premises for safety reasons.

m. Tenant agrees not to post, display or broadcast on or from the Property any signs, banners, or any other form of media or material deemed to be unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, indecent, inflammatory, sexually explicit, pornographic or profane.

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8. ACCESS RESTRICTIONS

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, except as required by applicable law. Closures that prevent access to the Property itself are addressed in Section 12. Boardwalks and docks, if damaged, may not be permitted by Coastal Area Management Act (CAMA) and/or National Park Service (NPS) regulations, to be repaired, rebuilt in the same configuration, or even rebuilt at all. Due to conditions beyond the control of Midgett Realty, photos may not accurately represent the presence of or design of boardwalks, steps, decks, docks, gazebos, and ramps adjacent to the ocean or sound.

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9. MINIMUM ACCEPTABLE AGE / FAMILY GROUPS

Agent is authorized, through contract with the property Owner, to rent only to family groups. The Tenant must be 25 years of age or older. A family group is defined as immediate and extended family (parents, children, and grandparents). No 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 this agreement and will result in denial of access to the Property and /or subject to expedited eviction. Rents and fees paid to Midgett Realty may be retained to the extent permitted by applicable law.

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10. OCCUPANCY AND USE

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 Agreement. 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. An additional security deposit will also be required. In addition, Tenant acknowledges and understands that improper use of a deck, stairway or walkway can be very dangerous and must be avoided. Therefore, Tenant hereby accepts and agrees to the following:

a. All Temporary Structures Prohibited. Tenant agrees not to place or use any temporary structure of any type whatsoever on any deck on the Property, including but not limited to any blow-up pool, spa or table.

b. Deck Occupancy Limitations. Use of a deck, stairway, or walkway by an excessive number of people, especially groups of people concentrated in a small area, can cause the structure to collapse, resulting in potentially serious injury and even death. Tenant therefore agrees: (1) Tenant shall in no event permit occupancy of a deck, stairway, or walkway at the same time by a number of people exceeding the permitted number of occupants for the Property (2 per bedroom). (2) In addition, Tenant shall not permit groups of an excessive number of people, even if it is equal to or less than the permitted number of occupants, to congregate in any small, concentrated area of any deck, stairway or walkway for any purpose whatsoever, including but not limited to, posing for a group photo.

c. Immediate Termination. Use of a deck, stairway, or walkway in violation of this section 10 is a material breach of this Agreement and is grounds for eviction in accordance with the procedures required by the NCVRA.

d. Indemnity. In addition to the other indemnifications provisions contained herein Tenant agrees to indemnify and hold Agent (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 use of a deck, stairway, walkway or any other area on the Property, whether in

violation of subparagraphs a) or b) unless caused by the negligent or willful act of Agent or the Owner or a failure of Agent or Owner to comply with the NCVRA.

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.

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12. EVACUATIONS, GOVERNMENTAL CLOSURES AND TRIP INSURANCE

Tenant acknowledges being offered insurance meeting the requirements of NCVRA 42A-36 to compensate Tenant for certain unforeseen circumstances that may cause cancellation or interruption, including mandatory evacuation. Coverage goes into effect once the premium is paid. 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" [as defined therein]. 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, or such longer period as the evacuation order may allow. Occupancy of the Property thereafter shall be a material breach of this Agreement and may be reported to law enforcement authorities. Tenant acknowledges that following lifting of mandatory evacuation, the Property may not be available for occupancy. If Agent deems the Property is no longer available, Tenant will be notified and receive a prorata refund for remaining available days or offered other accommodations. Agent reserves the right to prepare property during your occupancy for impending danger at their discretion to include but not limited to installation of storm shutters and securing all outdoor items. Travel Insurance does not provide coverage for voluntary evacuations, storm warnings or watches.

Governmental Closures Not Involving Evacuation. Access to the Property may be restricted or prevented by closure of a road, bridge or ferry, by a restriction on entry, or by other governmental order, without any mandatory evacuation being ordered. Owner and Agent do not control public roads, bridges, ferry service or governmental orders.

Overlapping Occupancy. If a closure or restriction described above prevents a tenant from departing the Property on the scheduled check-out date, the tenant then in possession may remain in the Property until safe and lawful departure is reasonably available, and the next reservation for the Property will be shortened accordingly under subsection (b) below. Agent will not collect rent from more than one tenant for the same night at the same Property. Where a tenant remaining in possession is charged for a night under Section 3, any rent held for that same night under a shortened reservation will be refunded or credited to the affected tenant.

If such a closure or restriction prevents Tenant from reaching the Property, or prevents Tenant from departing the Property, Agent may, upon notice to Tenant at the address, telephone number or email address given in this Agreement, do any one or more of the following: (a) leave terms of this Agreement unchanged; (b) modify the term of this Agreement to the nights Tenant is able to occupy the Property; (c) terminate this Agreement. Rent and taxes paid for nights eliminated under subsection (a) will be refunded to Tenant. Tenant's rights in any such event shall otherwise be as provided by applicable law. Notice under this paragraph is effective when sent.

No refunds for interruption or inaccessibility except as required by the NCVRA and other applicable law, and except for nights eliminated by Agent under the preceding paragraphs, no refund will be made on account of a voluntary evacuation; an interruption of Tenant's stay resulting from man-made events or acts of nature; inaccessibility of the Property or of Hatteras Island arising from governmental travel restrictions or area closures, road or bridge closures, suspension of ferry service, storms or storm damage, other governmental acts, or acts of God; or the loss of use of any amenity. Refunds following a mandatory evacuation are governed by the first paragraph of this Section and NCVRA 42A-36. Tenant is encouraged to purchase travel insurance covered these risks.

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13. TERMINATION OF RENTAL

In the event the Owner removes their Property from availability, or if the Property becomes unavailable for any reason, Agent reserves the right to substitute comparable accommodations or refund all payments made by Tenant as required by applicable law. Any additional costs for substitute accommodations voluntarily accepted by Tenant will be the sole responsibility of the Tenant.

14. UNSAFE CONDITIONS

Agent reserves the right to relocate Tenant in the event that, in Agent's sole opinion, an unsafe or potentially unsafe situation exists. Any additional costs for alternative accommodations voluntarily accepted by Tenant will be the sole responsibility of the Tenant.

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15. EQUIPMENT AND APPLIANCES; REPAIRS AND SERVICE CALLS

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. Except as required by applicable law, 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. Repairs are prioritized, and some items may take longer to address. All efforts will be made to expedite needed repairs, but, except as required by applicable law, no refunds will be made for mechanical failures of air conditioning, elevator, appliances/electronics, or interruption/loss of utilities (including cable TV / Internet). Authorized repairmen have the legal right to enter the property as required to accomplish needed repairs even if the service call was scheduled prior to your arrival.

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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 thirty (30) days after check-out will be disposed of.

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17. CONDITION OF THE PROPERTY AND OWNER'S/AGENT'S OBLIGATIONS

Tenant acknowledges that Agent is employed by the Owner and does not represent Tenant. Tenant cannot be moved to another property if not satisfied with its choice of properties upon arrival. If Tenant will have any guest with particular needs, i.e. handicapped or severe allergies, please note that Agent will do the best to answer questions but will not be held responsible for inaccuracies. Upon arrival, please notify Agent immediately if you do not find the Property clean so that Agent can remedy any matters, however, except as required by applicable law, no refunds will be made. Agent will make every effort to satisfy the requirements of each Tenant. If we have not heard from you within one hour of check-in, Agent will assume that you are satisfied with the cleanliness of the Property. If you check in after hours, please call before 10 am on the following morning to report cleanliness issues.

Owners/ Agent agrees to provide the Property in a fit and habitable condition as per NCVRA 42A-31. If at the time Tenant is to begin occupancy of the Property, Owner/ Agent cannot provide the Property in a fit and habitable condition or substitute a reasonably comparable property in such condition, Owner and Agent shall refund to Tenant all payments made by Tenant as required by NCVRA 42A-17(b), subject to NCVRA 42A-36 and other applicable law. 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.

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18. FORECLOSURE

After signing this Agreement, if Agent learns of a foreclosure of this Property, Agent will (a) notify Tenant, (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, except as required by applicable law. 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.

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19. 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 not to post, display or broadcast on or from the Property any signs, banners, or any other form of media or material deemed to be unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, indecent, inflammatory, sexually explicit, pornographic or profane. Tenant agrees to allow services such as pest control, HVAC filter changes, pool and/or spa cleans, appliance repairs, etcetera to be performed prior to or during occupancy. Such services may be prescheduled prior to tenant's occupancy and can be performed even if Tenant is not at the Property at the time of service. (1) Tenant's breach of any duty contained in this paragraph shall be considered material and may result in the termination of Tenant's tenancy as permitted by applicable law. (2) Violation of a tenant obligation is a material breach of this Agreement and may result in eviction in accordance with applicable law and retention of amounts lawfully due.

20. POOLS AND HOT TUBS

Tenant acknowledges that if the Property is equipped with a private pool/hot tub and/or has access to a community pool/hot tub (the “Facilities”), use of such Facilities by Tenant or Tenant’s guest is AT THEIR OWN RISK. Further, 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 Agreement and shall permit Midgett Realty to terminate Tenant’s occupancy of the Property in accordance with the procedures required by the NCVRA. (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 fourteen (14) days of check-in may incur an additional fee. Tenant requests for additional cleaning of pool and/or hot tub will incur an additional fee. 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 and Owner from any liability for injury or damages, except to the extent caused by the negligence or willful act of Agent or Owner or by a failure to comply with the NCVRA.

21. INTERNET USE/TV PROGRAMMING

You are prohibited from using Internet access for any purpose that is unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, misleading, tortious, profane, infringing, damaging, or in any manner that could give rise to civil or criminal liability under the law. Tenant is not authorized to alter or upgrade any cable or satellite package during occupancy. Any associated charges or fees incurred will be the Tenant's responsibility.

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22. PETS

The term "pets" refers to dogs and/or cats only. This Section is subject to Section 26 regarding service animals. 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 which will be applicable to Tenant leasing such property. If pets are not permitted and a pet is found on the Property, this shall be a material breach of this Agreement and Tenant will be subjected to expedited eviction, additional cleaning charges, as well as a flea treatment charge, potential restitution for future lost income, including but not limited to the relocation of future guests, restoring property and contents to a satisfactory level reasonably 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. A fee of $275 will be charged for each undisclosed pet.

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23. 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 Premises to clean or to make such repairs, alterations or improvements thereto as Agent or Owner may deem appropriate. Tenant agrees to permit the Property to be "shown" if it is listed for sale or under foreclosure proceedings. 24-hour notice shall be attempted by Agent to Tenant in such case.

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24. BREACH BY TENANT

Agent may terminate this Agreement upon Tenant's material 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, except as required by applicable law, and shall vacate the Property in accordance with the procedures required by the NCVRA. 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 costs and reasonable attorney's fees for the enforcement of this Agreement, to the extent permitted by N.C.G.S. 6-21.2.

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25. TRANSFER OF PROPERTY

In the event ownership of the Property is voluntarily transferred and Tenant's occupancy is scheduled to end more than one hundred eighty (180) days after the transferee's interest is recorded, the Tenant shall have no right to enforce the terms of this Agreement unless the new / subsequent Owner agrees in writing. Involuntary transfers and other terminations of the Owner's interest are governed by NCVRA 42A-19. 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.

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26. SERVICE ANIMALS

Service animals are not pets nor are they emotional support animals; they are working animals that assist persons with disabilities. Under applicable federal law a service animal is a dog that is individually trained to do work or perform tasks for a person with a disability; an animal whose function is to provide comfort, companionship or emotional support is not a service animal. Federal and North Carolina law prohibit the exclusion of service animals where required by applicable law. Therefore, Midgett Realty cannot guarantee an environment free of animal dander to any guest. Agent must be notified at time of booking if an assistance animal will be on premises during rental period. Where it is not readily apparent that an animal is a service animal, Agent may ask (i) whether the animal is required because of a disability and (ii) what work or task the animal has been trained to perform. Agent will not ask about the nature or extent of any disability and will not require certification, registration, identification or other documentation. No pet fee, pet deposit or addendum will be required for a service animal. An animal that is not a service animal is not permitted on the Property except as expressly permitted in Section 22, and is subject to the fees, cleaning charges and remedies provided in that Section. Disguising an animal as a service animal is unlawful under N.C.G.S. 168-4.5 and is a Class 3 misdemeanor. Agent may require that an animal be removed from the Property if it is out of control and Tenant does not take effective action to control it, or if it is not housebroken. Tenant shall keep the animal under Tenant's control at all times and remains responsible under Sections 4 and 5 for any damage the animal causes.

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27. 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, together with the confirmation provisions referenced herein, 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 Agreement shall be instituted and prosecuted in the courts of Dare County in North Carolina.

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.

Sample

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Signature

Please electronically sign this agreement after it has been read.

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.

By signing below, the renter agrees to all terms and conditions of this rental agreement.

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.

Renters Printed Name: [redacted]

Total Reservation Charges: $2,275.95

Current Amount Due: $1,137.98

Renters Signature:

Sample

Thank you for choosing a Midgett Realty property. We will be sending you more information regarding the property as we near your stay. Please do not hesitate to call us if you have any questions.

Midgett Realty