

NAUTICAL EAST VACATION RENTAL AGREEMENT

Owner of the rental property, through Nautical East, its agent, does hereby rent to Tenant, and Tenant hereby rents from Agent, the rental property as set forth on Page 1 of this Nautical East Vacation Rental Agreement, which is incorporated herein by reference, as follows:

1. Tenant certifies that Tenant has received, read and agrees to abide by all rules of Colony by the Sea, the Nautical East Vacation Rental Agreement and the North Carolina Vacation Rental Act, copies of which have been provided to the Tenant and are a part of this Agreement.
2. **A rental deposit of \$300.00 is required per condo, per reservation. Personal checks are accepted for the deposit and the remaining balance IF paid within 30 days of the arrival date. Otherwise, the remaining balance must be paid in cash, money order, traveler's check or cashier's check at check in. Credit cards are not accepted for payment at any time. All monies received by Agent shall be deposited in a Trust Account maintained by First Citizens Bank of Atlantic Beach, North Carolina.**
3. Rental rates for periods of less than 90 days include \$60.00 departure maid service, \$40.00 linen/towel service for up to four people and \$50.00 administration fee.
4. Agent may make changes in assigned accommodations if reasonable and necessary.
5. Tenant's obligations include, but are not limited to, keeping the premises as clean and safe as conditions permit, causing no unsafe or unsanitary conditions in the common areas and notifying agent in writing of the need for replacement or repairs to property including but not limited to smoke detectors. Tenant agrees to not use the premises for any activity or purpose that violates any criminal law or governmental regulation and Agent may enter the property at any time if Agent in his discretion believes that the property is being used for any such purpose or that damage is being done to the property. Tenant's breach of any duty contained in this agreement, said Rules or the Vacation Rental Act shall be deemed material and shall result in the immediate termination of the Tenant's occupancy, without refund of any kind.
6. No pets are allowed in condominiums or on Colony By the Sea property.
7. Guests must be over 25 years of age unless married or accompanied by a parent.
8. Colony By the Sea is family-oriented. Tenant shall not allow house parties, meetings or gatherings of any organization or association whatsoever without the prior written approval of the Agent. In any event, the Rules regarding quiet time, noise and common area usage, shall be adhered to at all times.
9. Due to state regulations regarding septic permits, occupancy is limited to 2 persons per bedroom.
10. If Tenant cancels, in writing, at least 30 days prior to the arrival date, Tenant's deposit will be refunded, less a \$75.00 cancellation fee. If Tenant cancels after that date, any deposit will be refunded, less the \$75.00 cancellation fee, IF the property is re-rented for the same rental rate and time period. If Agent is unable to re-rent the property under said terms, the Tenant's deposit will be forfeited.
11. If a mandatory evacuation is issued by state or local authorities, Tenant will be refunded for the number of nights the rental property could not be occupied due to the mandatory evacuation. Departure maid service, linen/towel service and administration fees will not be refunded or pro-rated in any event.

12. Agent shall conduct all brokerage activities in regard to this agreement without respect to the race, color, religion, sex, national origin, handicap or familial status of any Tenant.

13. 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.

14. If the tenancy created by this agreement 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 if Tenant: (a) holds over in possession after the tenancy has expired; (b) commits a material breach of any provision of this Agreement that according to its terms would result in the termination of Tenant's tenancy; (c) fails to pay rent as required by this Agreement; or (d) has obtained possession of the Premises by fraud or misrepresentation.

15. 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 property owner. Agent, owner or their respective representatives may enter the Premises during reasonable hours to inspect the premises, make 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.

16. The Nautical East on-site rental office is conveniently located by the pool in the center of the Colony by the Sea complex at 855 Salter Path Road in Indian Beach, North Carolina. The complex is located near mile-marker number 10, half way between Emerald Isle and Atlantic Beach, oceanfront. The office is open from 9am-4pm during the summer season and from 10am-4pm, Monday through Friday, during the off season.

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.