

Dolphin Realty, Inc.

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SAMPLE LEASE DOLPHIN REALTY

DOLPHIN REALTY VACATION LEASE AGREEMENT This is a Vacation Rental Agreement under the North Carolina Vacation Rental Act. The rights and obligations of the parties to this agreement and include unique provisions permitting the disbursement of rent prior to tenancy and expedited eviction of tenants. Your signature on this agreement, payment of money or taking possession of the property after receipt of this agreement is evidence of your acceptance of the agreement and your intention to use this property for a vacation rental. Thank you for making your reservation with Dolphin Realty. We look forward to your arrival and hope that you have a wonderful vacation! Please let us know if there is anything we can do to make your stay with us more enjoyable.

This Vacation Rental Agreement will cancel unless we receive your initial payment and signed lease within 10 calendar days of the reservation date. This is your final billing notice.

You **will not** receive another balance due notification prior to arrival, so please mark your calendar. **The final balance due must be received in our office no later than 30 days prior to your check-in date.** If the balance is not received by this time, a \$25 late fee will apply and we will consider this lease breached. We may also cancel the reservation and re-rent the Premises. Personal checks will be accepted up until 30 days prior to arrival. Please write your confirmation number on your check. A \$24.95 (non-refundable) convenience fee per transaction will be applied to payments made by debit/credit card per transaction.

For reservations made within 30 days of arrival, a signed lease and payment in full by credit card (VISA, MasterCard or Discover only), Cashier's check, certified check, money order or traveler's check must be received within 48 hrs. of the reservation being made. Payment from outside the U.S. must be made in U.S. funds via Visa, MasterCard or Discover by money order or cashier's check payable by a U.S. bank.

A credit card VISA, MasterCard or Discover, (no debit cards please) will be retained on file and will be charged in the event of damages in excess of damages not covered by the Property Protection or damages which are neglect as well as for additional cleaning, whichever is applicable, as well as for failure to follow proper check-out procedures. Check-out time is 10:00 am. The Property Protection Policy is only applicable to the Cottages/Condo Properties; this is not available for the Hatteras Cabanas.

Linens are not provided. If you are unable to bring them with you, please call Money's Worth 800-833-5233 or Ocean Atlantic Rentals at 252-995-5868

If renting at the Hatteras Cabanas, golf cart can be used for day use only and cannot be recharged on our premises. They must be parked 'only' at the rear where boats and campers are parked. No Electric Car allowed to be charged on any properties rented through Dolphin Realty

Check-in times are Saturday or Sunday between 4:00 PM and 6 PM.

Keys and directions should be picked up at the Dolphin Realty office located 56821 NC Highway 12 in Hatteras. Please make sure all members of your party are aware that you, the leaseholder, must check in BEFORE anyone can proceed to the house. Failure to abide by this requirement will adversely affect and delay the check-in process. For check-in after hours, we will leave an envelope with keys and a map in the key drop box located at our front door. However, the leaseholder must call into the Dolphin Realty Office by 12:00 noon of the following day to confirm that they are the Tenant as set forth herein, that they are a family group, that they do meet the specified age requirements (see paragraph 9) and to provide the required credit card imprint (no debit cards please). Please carefully read the terms and conditions on the back of this Agreement as well as the "Standard Terms and Conditions of Dolphin Realty Rentals" (which can be found at www.dolphinrealtyhatteras.com). If you understand and agree with the terms set forth, please sign where indicated and return to Dolphin Realty immediately to confirm your reservation. In witness whereof, this agreement is executed in two counterparts, one being retained by each Party hereto:

Your signature on this agreement or payment of money or taking possession of the property after receipt of this agreement is evidence of your acceptance of the agreement and your intent to use this property for a vacation rental.

Reservation Name:	
Reservation Date:	
Reservation Number:	
Arrival Date:	
Departure Date:	
# of Nights:	
Base Rental Amount:	
*Includes Pet Fee (if applicable)	
Reservation Charges:	
Property Protection Waiver: if applicable	
Reservation Fees: 100.00 OR 70.00	
Security Deposit:	0.00
Travel Insurance:	TRAVEL INSURANCE:
Decline Insurance _____	*Travel Insurance is added to all of our reservations and will be removed if declined online or per phone.
Tax:	
Total of Reservation:	
Required Down Payment:	
Payments Received:	
Date Final Balance Due (if applicable):	
Property ID:	
Property Name & Address:	

In consideration of the advance rent payment received and the mutual promises herein, the Owner of the subject property, through Dolphin Realty, Inc. his agent, does hereby lease and rent to Tenant the certain property described within for the following terms and conditions.

LEASE AGREEMENT TERMS & CONDITIONS:

- 1. Cancellations:** If you wish to cancel your reservation after we have received your initial payment, your cancellation must be in writing. In the event of an emergency cancellation occurring one week or less prior to check-in, a fax and/or email cancellation will be accepted. We will make every effort to re-rent the Premises so as to minimize your loss. If we re-rent the Premises at your same rental rate, all monies you have paid (less the reservation fee, a \$50.00 cancellation fee, debit/credit card processing fee on \$24.95 (non-refundable), Travel Insurance and Property Protection premiums, if purchased, and all applicable taxes) will be returned only if and when final payment is received for the new reservation. In the event that we are unable to re-rent the Premises the full rental amount, including taxes and all applicable fees, is due and payable and Tenant agrees to pay the balance due, if any, by the check-in date of the reservation. Tenant understands and agrees that they may not assign this agreement to another party or sublet the Premises in whole or in part. In order to re-rent the premises for you it may be necessary to reduce the rental rate. Dolphin Realty reserves the right to discount the rental rate for the sublease at its own discretion. Any discounts in the rental rate will reduce your refund.
- 2. Final Balance:** We do not send out a bill for the final balance due under the lease. The final balance must be received in our office no later than 30 days prior to your arrival. If the balance is not received by this time, a \$25 late fee will apply and we will consider the lease breached. We may also cancel the reservation and re-rent the Premises. Checks should be made payable to Dolphin Realty. Dolphin Realty will charge a \$25.00 handling fee for all checks returned unpaid.
- 3. Taxes and Reservation Fee:** A 6.75% state sales tax and a 6% county occupancy tax are required on all rents and other fees associated with the reservation except for Travel Insurance. Property Protection Plan, refundable Security Deposit, and Advance Reservation Deposit. Taxes are subject to change without notice. A \$100.00 non-refundable reservation fee is charged for each reservation on cottages/condos for each weekly stay, a \$60.00 non-refundable reservation fee is charged for a (3-4 night short stay) for cottages/condos in addition to the \$125.00 reservation fee, a \$95.00 non-refundable reservation fee is charged for each Hatteras Cabana reservation.
- 4. Vacation Rental Property Protection Plan:** This Property Protection plan covers unintentional damages to the rental unit interior that occur during your stay, provided they are disclosed to management prior to check-out. The policy will pay a maximum benefit of \$1500.00. Any damages that exceed \$1500.00 will be charged to the credit card on file. If, during your stay at one of our Rental Properties, an Insured Person causes any damage to real or personal property of the unit as a result of inadvertent acts or omissions, the Insurer will reimburse the Insured for the cost of repair or replacement of such property up to a maximum benefit of \$1500.00. Certain terms and conditions apply. Full details of the Property Protection coverage are contained in the Certificate of Insurance or Insurance Policy. The Property Protection can be purchased up to, and including at, check-in. The Property Protection is only for Cottages/Condos properties; not available for Hatteras Cabanas.
- 5. Check-In:** Check-in times are listed on the front of the Agreement. To avoid delays in cleaning and inspection of your rental home, it is essential that you come to our office and check in before going to the Premises. Taking possession of the property before being given the keys could result in additional delay and/or charges and may make guest responsible for damage from previous tenant. You will be required to sign an authorization and present a credit card (Visa, MasterCard or Discover only) to reimburse for damages in excess of the refundable Security Deposit or not covered by the Accidental Rental Damage Insurance, whichever is applicable, including reasonable attorney's fees, unauthorized utility charges and a check-out fee if proper check-out procedures are not followed. Dolphin Realty makes every effort to prepare all units for occupancy at the given times. **However, in some instances it may be necessary to delay occupancy until the unit has been properly cleaned and inspected. Tenant understands and agrees that there will be no rebate or discount for such late occupancy.**
- 6. Check-Out:** Our cleaning and inspection staff depend upon your timely departure so that they can take care of preparing the Premises for the next scheduled tenants. Tenant is responsible for completion of the items on your check-in packet including returning all furniture to original positions, vacuuming, sweeping all tile and wood floor surfaces, making beds, putting away dishes, taking out trash and placing it in the provided outside container, and closing and locking all windows and doors. Failure to follow proper check-out procedures will result in a charge to the credit card on file. Premises must be vacated by 10:00 am on the day of check-out or Tenant will be in material breach of this agreement as well as subject to a late check-out fee of \$100.00 per hour (or portion thereof) of the breach which tenant authorizes Dolphin Realty to charge to the credit card on file. In the event that Tenant holds over, Tenant will be charged rent for the entire period necessary to complete an expedited eviction against them. Any keys not returned to the office will be subject to a \$10.00 per key lost key charge. Shipping and handling charges will apply to return items left behind.
- 7. Occupancy:** The maximum number of guests permitted may not exceed the intended occupancy of the home.
- 8. Rules of the House.** Tenant hereby acknowledges that they have read the terms and conditions of this Agreement as set forth herein, the "Standard Terms and Conditions of Dolphin Realty Rentals" as may be found on our web site or at our office and "Payments and Fees" and "Guest Information" contained in the Dolphin Realty rental guide for the current year and that they will abide by and be bound by all of the terms and conditions contained therein.
- 9. Family Groups and Age Requirements:** Dolphin Realty rents to Family Groups only. No fraternities, sororities, college, school, church, civic or other non-family groups are permitted. Additionally all family members less than 24 years old or younger must be supervised by at least one accompanying adults 25 years of age or older at all times during tenancy. The supervising adult must also be present at check-in and remain for the duration of this tenancy. In the event that we determine at check-in or thereafter that Tenants are not a family group or do not meet the specified age requirements, Tenant will be in material breach of this lease and will be denied access to the Premises or be subject to immediate expedited eviction and will forfeit all rents and fees paid to Dolphin Realty. Tenant agrees to furnish proper photo identification at check-in to verify that they are the Tenant as set forth herein, that they are a family group, and that they meet the specified age requirements and to provide the required credit card imprint to complete check-in procedures. These rules are strictly enforced!
- 10. Late Check-In:** In the event of late occupancy after office hours, Tenant is required to complete check-in procedures by appearing in person at the Dolphin Realty office by noon of the following day to confirm that they are the Tenant as set forth herein, that they are a family group, and that they do meet the specified age requirements and to provide the required credit card (Visa, MasterCard or Discover) imprint.
- 11. Pets:** Pets are not permitted in most of our homes. Most homes allowing pets only permit one housebroken dog unless additional dogs are disclosed and pre-approved at time of reservation. An additional \$100 per week non-refundable pet fee plus all applicable taxes is required for each approved pet. Any non-declared or unapproved pets will be charged the standard \$100 per week non-refundable pet fee as well as a \$100 per week non-declared pet fee for a total of \$180 per pet per week plus applicable taxes. A pet of any kind on the premises of a non-pet house is absolutely prohibited, a material breach of this agreement, grounds for expedited eviction, will cause forfeiture of all rents and fees paid, and will be charged the same \$200 per pet plus the cost of full carpet cleaning and flea treatment. This rule is strictly enforced! Agent reserves the right to inspect Premises without notice to verify compliance with all pet rules. Pets are strictly prohibited in the pool or spa. **ALL PETS MUST BE LEASHED AT ALL TIMES. PET OWNER TAKES FULL RESPONSIBILITY FOR THEIR PETS BEHAVIOR AT ALL TIME. PET OWNER MUST CLEAN UP AFTER THEIR PET AT ALL TIMES, AND ACCEPTS FULL RESPONSIBILITY OF THEIR ACTIONS.**
- 12. Smoking in a Non-Smoking Home:** If our cleaning/inspection staff detects evidence of smoking within a non-smoking home, the entire cost of cleaning and deodorizing will be charged to the credit card on file. Non-Smoking rules are strictly enforced. All of our vacation rentals are designated NON-SMOKING.
- 13. Mobile Homes, Tents, RV's, and Campers:** No mobile homes, trucks with campers, camping trailers, tents or other accommodation of any type are permitted on Premises during tenancy. Violation of this rule is a material breach of the agreement and grounds for expedited eviction.
- 14. Weddings, Receptions, and Parties:** No weddings, receptions, parties or other such gatherings are permitted at the Premises unless pre-approved in writing by Dolphin Realty at time of reservation. An additional deposit and/or fee for these events may be charged.
- 15. Construction:** New homes are constructed regularly in our area. There are no rebates or discounts given for construction occurring near or adjacent to Premises. Dare County's noise ordinance is enforceable from 11 pm to 7 am.
- 16. Under Construction:** New homes that are under construction can sometimes be delayed or have listed amenities not available through no fault of the Agent/Owner. Agent/Owner obligations are limited to notification of guest, a full refund of monies received and a good faith effort by Agent to locate a replacement. Tenant waives all claims against Agent/Owner for non-completion of any property indicated as Under Construction on the front of this lease. Under no circumstances will Dolphin Realty or the Owner provide any additional monies to facilitate a transfer required due to a construction delay.
- 17. Maintenance and Repairs:** Every reasonable effort is made to keep each property and its equipment in good working order. Please notify Dolphin Realty promptly of any difficulty you incur during your stay. Due to the remote nature of our area and the inability to obtain replacement parts quickly, immediate servicing of malfunctioning units often is not possible. Therefore, dishwashers, microwaves, washers, dryers, TV's, VCR's, DVD's, stereos, air conditioners, hot tubs, swimming pools, and other non-essential items cannot be guaranteed to be operational. Dolphin Realty, upon notice by Tenant, will make every effort to have such items repaired as quickly as possible. Replacements are not provided. There will be no rebates or discounts. Landlord and Agent shall have the right to inspect Premises during tenancy and make repairs during the rental period.
- 18. Access to Premises Tenant:** Agrees that if Premises is listed for sale, Agent may, with four hours' notice, show Premises to prospective buyers.
- 19. Hurricanes and Travel Insurance:** If a mandatory evacuation is ordered by Dare County, Tenant agrees to follow Hurricane Policy and Procedures as directed by Agent and then evacuate as instructed. Owner or Agent provides NO REFUNDS DUE TO HURRICANES OR HURRICANE EVACUATION. Instead, we strongly recommend the purchase of travel insurance, as noted on the front of this Agreement. The insurance premium amount is shown on the front of this lease. You may decline coverage by initialing the appropriate space on the front page of this Agreement and paying the adjusted amount. Insurance cannot be purchased after final payment has been made. The Travel Insurance terms and conditions are made and administered by Rental Guardian (please refer to a copy of their Description of Coverage for specific information). Agent receives a fee from the insurance company.
- 20. Limitations of Remedies, Damages and Indemnity:** Dolphin Realty is acting as Agent for, and on behalf of, the Owner of the Premises. The Premises may or may not be owned by a North Carolina Real Estate Licensee. All reservations are contingent upon the homeowner making the given time period available for rental. In the event Agent is unable to deliver possession of Premises to Tenant under this lease agreement because of the Owner's use of the specified lease period, Tenant hereby agrees that their sole remedy is a full refund of any and all rents, fees, taxes and refundable security deposits made to Agent, and that Tenant will hold harmless Agent and Owner for any consequential or secondary damages that Tenant suffers due to the unavailability of Premises, including but not limited to expenses incurred as a result of travel, or renting alternative housing. Owner is responsible for all refunds of advance rental payments made by tenant. If Premises are unavailable for occupancy due to mandatory evacuation or inaccessible due to storms or storm damage, no refunds will be given. Please see paragraph 20 of this Agreement entitled "Hurricanes and Travel Insurance". Tenant also agrees that in the case of a double booking, Tenant is only entitled to the full refund of all consideration previously tendered by Tenant. Tenant agrees to release and indemnify the Owner and his Agent from and against all liability for injury to the person of the Tenant or to any member of their household resulting from any cause whatsoever, except for such personal injury caused by the gross negligence or intentional acts of the Owner or Agent. Tenant shall not be entitled to any refund due to unfavorable weather, voluntary or mandatory evacuation, or disruption of utility services (including phone, internet, and cable TV). Tenant agrees to be responsible for any necessary repairs due to their intentional or negligent acts or failure to act as well as any pet damage.
- 21. Separability of Provisions:** If by operation of law any provision of this agreement is or becomes unenforceable, all remaining lawful provisions shall be enforceable.

YOUR PAYMENT ON THIS AGREEMENT 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.

Reservation Number:

Full Name of Reservation: _____

Address: _____

City, State, Zip _____

E-mail Address: _____ Phone/Cell Number: _____

Tenant's Signature and Date: _____

Dolphin Realty Confirmation of Lease Signature: Nancy Scarborough, Agent/Broker for Dolphin Realty, Inc. NC Broker's License #179086