

WATERFRONT PROPERTIES AT LAKE GASTON, INC.

1698 EATON FERRY ROAD, LITTLETON, NC 27850
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VACATION RENTAL AGREEMENT

With regard to property in North Carolina, this is a Vacation Rental Agreement under the NC Vacation Rental Act. The rights and obligations of the parties to this agreement are defined by law and include unique provisions permitting the disbursement of rent prior to tenancy and expedited eviction of tenants. Your signature on this Agreement, or payment of money or taking possession of the property after receipt of the agreement, is evidence of your acceptance of the agreement and your intent to use this property for a vacation rental.

Please fill out and sign two (2) copies of this Agreement and mail both copies to Waterfront Properties at Lake Gaston, Inc., at the above address. One executed original will be returned to you for your records.

All checks should be made payable to Waterfront Properties at Lake Gaston, Inc.

TENANT:	Arrival Date:
Address:	Departure Date:
	Phone:
Number in Party:	Email:

RENTAL INFORMATION

Weekly Rental Rate		Rental Home Information
Miscellaneous Fees		Name:
Refundable Security Deposit		Address:
Cleaning		Phone Number:
Pet Fee		Bedrooms: Baths:
Sales Tax		Beds: K ___ Q ___ D ___ S ___ Bunk/Sofa ___
TOTAL DUE		Linens Provided: Yes ___ No ___
½ Rental Rate to Confirm Reservation + Signed Agreement Due within 10 Days		Pets: Yes ___ No ___ Fee _____
Advance \$/Agreement Rec'd _____		Smoking: Yes ___ No ___
<i>Duplicate Original mailed to Renter</i>		
Remainder Due by _____		

In consideration of the mutual covenants and conditions herein, Owner by and through Agent, does hereby lease and rent to the Tenant, the property herein named, on these terms and conditions. Please sign and date below to acknowledge that you have read this Agreement in its entirety and agree to the terms contained herein.

Tenant _____ Date _____

Date _____

Agent / Waterfront Properties at Lake Gaston, Inc.

TERMS AND CONDITIONS OF VACATION RENTAL AGREEMENT

PAYMENTS: This Agreement must be signed and returned to Waterfront Properties at Lake Gaston, Inc., ("Agent") with the first payment (50% of rent) within ten (10) days of making the reservation, or the reservation shall be automatically cancelled. The remaining balance must be received in full by Agent thirty (30) days prior to check-in date. Failure to pay balance due within 30 days of check-in date will result in cancellation. If tenancy is to begin within thirty (30) days, this Agreement must be signed and returned to Agent with the entire payment within 24 hours of making the reservation. All payments must be made by personal, travelers or bank check, money order or cash. A \$25 returned check fee will be charged on any returned check. *All Funds Due must Be Paid in Full Prior to Check in and Possession of Premises.*

All advance rent payments, security deposits and balances are deposited in Waterfront Properties at Lake Gaston, Inc. interest bearing account with Branch Banking and Trust Company, Inc., Littleton, NC, with all interest accrued and payable to Waterfront Properties at Lake Gaston, Inc. Advance rent payments may be disbursed to Owner of up to fifty percent (50%) of the rental amount when such disbursement is occurring monthly.

SECURITY DEPOSIT: Any security deposit provided for in this Agreement may be applied to actual damages caused by Tenant as permitted under the Tenant Security Deposit Act. In addition, Agent may deduct from the security deposit the amount of any unpaid long distance or per call telephone charges and cable television charges that are not specifically described in this Agreement as being included with the Premises. Agent shall apply, account for, or refund Tenant's security deposit within 45 days following the end of the tenancy.

CANCELLATIONS AND TRANSFERS: Written notification is required if you have to cancel your reservation. If the property is re-rented, any payments made will be refunded less a \$75 cancellation fee and applicable taxes. If the property is rented for less than the rental rate indicated on your lease, you will be responsible for the difference. If the property is not re-rented, Tenant will forfeit any monies paid, with the exception of the Security Deposit, and will be required to fulfill lease terms. Written notification is required at least 30 days prior to arrival to transfer your reservation. A \$50 transfer fee will be charged and transfers may only be made within the same property and year of your reservation. Subletting is not permitted.

CHECK-IN AND CHECK-OUT: Our office is located at 1698 Eaton Ferry Road, Littleton, NC, on the corner of Highway 903 and State Road 1344. Check in may be as early as 3:00PM or as late as 4:00PM. Keys will not be released until the home has been cleaned and inspected. We appreciate your patience during this process. Your balance must be paid in full, including all taxes and fees and we must have a signed lease agreement on file with our office. At check-in you will be given 2 keys and directions to the property. Our office hours are 9:00AM – 5:00PM Monday through Saturday. If you plan to arrive after hours, please contact our office for arrangements. Check out is 10:00AM. We have limited time to prepare the property for the next arrival. A late check-out will result in a charge equal to one night's rent plus tax. Please return all keys to our office. Lost keys will result in a \$5.00 charge per lost key. Upon departure you are responsible for generally straightening the property including cleaning all dishes, emptying fridge, securing all doors and windows and placing all trash in the outdoor receptacles. Every property is inspected prior to check-in and after check-out. You will be billed if additional cleaning is required.

FAMILY GROUPS ONLY: Agent will not rent to fraternities, school or civic groups or other non-family groups. We reserve the right to terminate or refuse a rental if the reservation is booked under false pretenses. Agent requires that the minimum age for a rental guest to enter into our Vacation Rental Agreement is 25 years of age or older, unless with permission of Owner.

OCCUPANCY: State health rules limit occupancy to two persons per bedroom. Bedding advertised is to represent flexibility in sleeping and does not represent occupancy. **Agent shall conduct all brokerage activities in regard to this, or any agreement, without respect to the race, color, religion, sex, national origin, handicap or familial status of any tenant.**

FURNISHINGS: All vacation properties are individually owned and furnished to each Owner's unique taste. All homes are set up for light housekeeping and are equipped for basic cooking. Mattress pads, bedspreads, blankets and pillows are provided. Please bring all paper products, cleaning supplies, condiments, staple items and sheets and towels, unless linens are provided as noted in the property description.

PETS: No pets shall be permitted on the property unless so stated under Pet Policy. Pet restrictions may vary by house but are limited to 2 domestic, housebroken, nondestructive dogs. Violation is a material breach of the lease and Tenant will be subjected to expedited eviction, and will pay an additional cleaning charge as well as a flea treatment charge. Additionally, NO pets are permitted in hot tubs or pools; Tenant may be liable for additional charges in such cases.

OWNER/AGENT DUTIES: Owner/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. **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.**

TENANT DUTIES: Tenant agrees (to comply with all obligations imposed by the NCVRA with respect to NC properties) 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 areas and remainder of the Premises that Tenant uses; and notifying Agent in writing of the need of replacement of or repairs to a smoke detector, and replacing the batteries as needed during the tenancy. Tenant agrees not to use the Premises for any activity or purpose that violates any criminal law or governmental regulation. Tenant's breach of any duty contained in this paragraph shall be considered material, and shall result in the termination of Tenant's tenancy.

LOST & FOUND: Agent cannot be held responsible for items left behind. Agent will make every effort to locate and return the item(s) to you upon request. Postage and a \$10 handling fee plus tax will be charged. Unclaimed items found will be donated to local charities after 30 days.

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 the negligent or willful act of Agent or Owner, or, with respect to NC property, the failure of Agent or Owner to comply with the NCVRA. Tenant agrees that Agent, the Owner or their respective representatives may enter the premises during reasonable hours to inspect the premises, to make such 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.

TERMINATION: If Tenant or any member of his party violates any of the terms of this Agreement, Agent may, at Agent's sole discretion, terminate this lease with no refund of the unused portion of the rent and may enter the Premises and remove Tenant, the members of his party and their belongings. The NCVRA contains specific provisions regarding expedited eviction procedure. Any material breach as set forth herein will entitle the Owner and/or Agent to apply for the expedited eviction procedure. A material breach shall include, but not be limited to, damage to the property or failure to check out on a timely basis.

TRANSFER OF PROPERTY: If Premises is voluntarily transferred by the Owner, Tenant has the right to enforce this Agreement against the Grantee of the Premises if the vacation rental is to end 180 days or less after the date the Grantee's interest in the Premises is recorded; if the vacation rental is to end more than 180 days after recordation of the Grantee's interest, Tenant has no right to enforce the terms of this Agreement unless Grantee agrees in writing to honor this Agreement. If Grantee does not honor this Agreement, Tenant is entitled to a full refund of any payments made.

GOVERNING LAW: This Agreement shall be governed by and interpreted in accordance with the laws of the courts of the county where the Premises is situated.