



THIS IS A VACATION RENTAL AGREEMENT FOR THE SANDY CHEEKS BEACH HOUSE PROPERTY
LOCATED AT: 3655 Goosander Street, Kitty Hawk, North Carolina 27949

1. IN CONSIDERATION of the sum of \$_____ and the mutual promises herein, the Owner of the subject property, Mark and Mary Heckhaus, does hereby lease and rent to Tenant _____, for the time period of _____ that certain property described above and under the following terms and conditions.

2. CANCELLATION: In the event Tenant cancels his reservation of the leased property and said property is not re-rented during the entire term set out above, then all rent consideration previously tendered will be forfeited by Tenant and retained by Owner. All cancellations must be in writing. If the property is re-rented, then rent, taxes and/or security deposit consideration previously tendered by Tenant will be refunded to him. The Tenant shall not assign this agreement or sublet the property in whole or part.

3. SANDY CHEEKS HOUSE RULES:

A. PAYMENT OF RENTS AND ACCEPTED FORMS OF PAYMENT: We ask you confirm your reservation within by sending an advance rent payment of \$250.00 (two hundred fifty dollars). Upon receipt of your payment, a receipt and letter of information will be forwarded to you to confirm your reservation. The balance payment of your rent will be due 30 days prior to your check-in date and upon receipt of the balance, (2) sets of keys will be sent. This balance of rent, taxes and fees, may be paid by personal check, money order or cashiers check. SECURITY DEPOSITS *may be* collected. Our inspector will ensure the property is left in proper order, clean and damage free. You must notify the owners of any damage to the unit during your occupancy.

B. CHECK-IN: Check-in time is after 1pm on the beginning date of your reservation. In order to allow sufficient time to prepare the property for your use, we ask that you do not request early occupancy. NO KEYS WILL BE GIVEN UNLESS ENTIRE BALANCE DUE IS PAID IN FULL AND LEASE AGREEMENT SIGNED.

C. FAMILY GROUPS ONLY. We do not rent to other than family groups (parents, grandparents, children, and extended family members vacationing in one home.) Tenant and his family will be sole occupants of property. NO EXCEPTIONS. The undersigned represent themselves to be an adult 21 years or older. We lease our home without respect to the race, color, religion, sex, national origin, handicap or familial status of any tenant.

D. PETS – No pets are allowed unless agreed to by owner.

E. ACCOMMODATIONS: Tenant is responsible for keeping the unit clean and safe during the entire tenancy. In addition, tenant is responsible for any and all damage to the property during his tenancy. Due to health department regulations, occupancy on homes served by septic systems is limited to two persons per bedroom, unless otherwise stated. We've listed

the bedding arrangements in Sandy Cheeks to accommodate flexible sleeping arrangements, not to represent occupancy. Please do not over occupy. Please respect the owners locked closets. These closet areas are not included in your rental of the property. This cottage is designated as a NO SMOKING cottage. Please respect this request. This cottage is equipped for normal housekeeping including a coffee pot, blender and toaster as basic kitchen equipment, central air/heat, dishwasher, washer/dryer, multiple TVs, cable hookup, VCR and DVD, phone, grill, deck furniture, stereo, outside shower and microwave. All beds will have mattress pads, bedspreads, blankets and pillows. **YOU'LL NEED TO BRING ALL PAPER PRODUCTS, CONDIMENTS AND LINENS WITH YOU.** Some areas experience salty, distasteful or discolored water occasionally. You may wish to purchase bottled water for drinking purposes in these cases.

F. MAINTENANCE Every effort is made to keep Sandy Cheeks and its equipment in good working order. Please notify us of any difficulty you incur during your stay so repairs can be made. There will be no rebates given for inoperable appliances or faulty equipment, unfavorable weather, early departure, interruption of utilities, construction in the area or maintenance problems. False or unwanted maintenance repairs called for by tenant will be billed to tenant if necessary. We reserve the right to enter premises during tenancy to inspect, make repairs, etc. We strive to make repairs within 24 hours. Occasionally circumstances require a longer repair time. Please be patient.

G. CHECK-OUTS Sandy Cheeks must be vacated by 10.00 A.M. on check-out day. We ask that this policy be recognized by all tenants. One day's rent will be charged for all late check-outs. Our inspection crew depends upon your departure so they may take care of preparing for the next scheduled tenants. Tenant is responsible for washing dishes, taking out trash, taking trash receptacle to the street, emptying refrigerator, leaving the AC set on 78 degrees (or heat set on 55 degrees in the winter months), securing all doors and windows, and leaving the unit clean, damage-free and in good shape for the next renter. Any extra cleaning or excessive trash removal will be billed to tenant at a minimum fee of \$50.00. Please ensure you've packed all your belongings before checking out, as we cannot be responsible for items left.

H. TAX North Carolina has enacted a lodging tax in Dare and Currituck Counties effective January 1, 1987. In addition to the 7% sales tax in effect now, there will be an additional 4.5% (Dare) or 5.5% (Currituck) lodging tax added to your rental amount. The tax table for Sandy Cheeks, as of this printing is 11.5% in Dare County.

I. DAMAGES We ask our tenants to report any breakage or damages to us upon occurrence and settling the matter before they leave. If there is any damage done to a unit, the lessee does agree to be responsible for any damages done by himself, his family, guests, pets, or ATVs. Sandy Cheeks is checked between tenants carefully by our inspection crew for breakage or damage with all damages reported directly to the owner. Do not duplicate keys to your unit. Lost or unreturned keys will require a \$50.00 re-key charge. Tenants are not permitted to move furniture within the unit nor burn candles.

J. PHONE, ETC. Local calls (255, 261, 441, 480, and 473 exchanges) are within Dare County and may be made without limit. The telephone features a long distance call blocking program.

K. GRILLING: Grilling is not permitted except on concrete surfaces or the driveway at least 10 feet from the house. Do not attempt to use outdoor grills on decks, porches or near wooded areas as you are responsible for any damages. Please be sure to clean the grill before you leave so the next guest finds it ready for use. Please do not dump used charcoal briquettes into the sand underneath the house or into the trash receptacle directly.

L. TELEVISIONS/VCR/DVD and Cable TV is provided. No guarantees are given for TV sets and no rebates will be given for malfunctions of cable reception. Additionally, there will be no rebates for faulty VCR equipment, TV or Playstation II.

M. HOT TUB privileges are available. By agreeing with this lease the owners are released from

all liability for any injuries or death resulting from lessee or his guest's use of the hot tub. Hot tub maintenance is provided twice a week via a local vendor. Vendor must be allowed access to the deck, hot tub and water hose. Scheduled visits are usually Wednesday and Saturdays. No alcohol, pets, nor urinating in pools or hot tubs. Children are not permitted in hot tubs. Please do not sit, jump, stand, play or lay on the hot tub cover as it is not made for this and is easily damaged. Please secure the hot tub cover with the strap provided when not in use, during severe weather and before check-out.

O. BEACH NOURISHMENT Some oceanfront areas of the Outer Banks will be a part of a beach nourishment project. You may experience some inconvenience during this project. No refunds will be given.

4. LIMITATIONS OF REMEDIES, DAMAGES AND INDEMNITY In the event the owner is unable to deliver said property to Tenant under this lease agreement because of fire, damages, eminent domain or Act of Nature, or if the property is unavailable because of lack of water or sewer, or otherwise unfit or uninhabitable, or for any other reason whatsoever, Tenant hereby agrees that Owners sole liability as a result of any of these conditions is the full refund of all consideration previously tendered by Tenant pursuant to the terms of this lease, and Tenant expressly acknowledges that in no event shall owner be held liable for any consequential or secondary damages, including but not limited to any expenses incurred as a result of moving, for any damage, destruction or loss. The Tenant agrees to release and indemnify the Owner from and against liability for injury to the person of the Tenant or to any member of his household resulting from any cause whatsoever, except only such a personal injury caused by the negligent or intentional acts of the Owner or his Agent. Tenant shall not be entitled to any refund due to unfavorable weather, maintenance problems, area construction, early departure, or disruption of utility services (including cable) after occupancy. Tenant agrees to be responsible for any repairs necessary due to their negligence. Owner or his Agent reserves the right to enter and inspect premises with a reasonable notice to Tenant. In the event of an ordered evacuation due to hurricanes or other storms, tenant is required by state law to evacuate property. Partial refunds may be made on a case by case basis.

5. IN WITNESS THEREOF, this agreement is executed in two counterparts with an executed counterpart being retained by each party hereto. NOTICE: This is a legally binding contract. If not understood, seek competent advice.

(a) This agreement shall be governed by and interpreted in accordance with the law of the State of North Carolina.

(b) This agreement shall be treated as though it were executed in the County of Dare, State of North Carolina, and were to have been performed in the County of Dare, State of North Carolina. Any action relating to this agreement shall only be instituted and prosecuted in courts in North Carolina. Customer/Tenant specifically consent to such jurisdiction and to extraterritorial service of process.

OWNER _____ Date _____
TENANT _____ Date _____