

SHORT TERM RENTAL AGREEMENT

This Short Term Rental Agreement (the "Agreement") is made by and between Jon Fortune ("Landlord") and Sample Person ("Tenant") as of the date last set forth on the signature page of this Agreement. For good and valuable consideration, the sufficiency of which is acknowledged, the parties hereby agree as follows:

1. Property:

Name: High Seas
 Address: Sample Address, North Topsail Beach, NC 28460

2. Lease Period:

Check-In Date: Wednesday, March 11, 2015 Check-In Time: 4:00pm
 Check-Out Date: Sunday, March 15, 2015 Check-Out Time: 10:00am

3. Rental Rate and Fees:

Item	Amount
Rent:	\$1,000.00
Fees:	\$150.00
Tax @ 12.75%:	\$127.50
TOTAL:	\$1,277.50
Refundable Deposit	\$500.00
GRAND TOTAL	\$1,777.50

4. Parties:

Landlord:	Jon Fortune
Address:	Sample Address Sample, NC 12345
Phone:	704-898-4000
Cell:	704-898-4000
Email:	jon.fortune@yahoo.com

Tenant:	Sample Person
Address:	Sample Address Sample, NC 12345
Phone:	704-898-4000
Cell:	704-898-4000
Email:	jon.fortune@yahoo.com

5. Maximum Occupancy: The Tenant shall have no more than fourteen (14) persons reside or sleep on the premises. Children of age 4 and above are to be included in this maximum number. We will not rent to students or singles under the age of 25 years of age unless accompanied by an adult parent or guardian.

Only guests listed below shall occupy the property day or night during the lease period. Please indicate guests that are over/under the age of 25 with Yes/No.

#	Full Name	>25?	#	Full Name	>25?	#	Full Name	>25?
1			6			11		
2			7			12		
3			8			13		
4			9			14		
5			10					

6. Insurance: Tenant is advised and highly encouraged to purchase traveler insurance.

7. Payment Methods: Acceptable payment methods are check (preferred) or credit card. If you wish to use a credit card, please request to use the online payment facility (a 2.5% surcharge will apply).

8. Payment Schedule:

- 1. Reservation Payment: with your signed rental agreement (converts to your damage deposit): **\$500.00**
- 2. Interim Payment: 90 days prior to Check-In Date half the balance owed is due: **\$638.75**
- 3. Final Payment: 45 days prior to Check-In Date remaining amount of Balance Owed is due: **\$638.75**

9. Cancellation Policy: Landlord is not able to cancel this agreement without reimbursing Tenant a 100% refund of monies paid. If Tenant wishes to cancel their reservation, monies will be refunded as a percentage of the total booking amount, as follows:

Cancellation (# Days prior to Check-In)	Amount Refunded
90 days or greater	95%
31 days to 89 days	50%
30 days or less	0%

10. Refundable Damage Deposit: Following checkout, Landlord’s appointed house keeper will determine any applicable damages attributable to Tenant’s stay. If no damages are deemed to have occurred, Landlord shall issue a refund of the damage deposit, in the form of a check, within 30 days of checkout.

11. Damages: The Tenants shall pay for any damage done to the premises over and above normal wear and tear. Should damage exceed the deposit amount of \$500.00, Tenant agrees to pay excess damage fees to Landlord.

12. Notification of Issues: Tenant shall notify Landlord of any issues found upon arrival at the property. Failure to notify Landlord of said issues within on Check-In Date will result in damages being assessed to the Tenant.

13. Cleaning: Cleaning services are provided after departure as a part of this rental agreement; however we require the Tenants to maintain the premises in a good, clean, and ready to rent condition, and use the premises only in a careful and lawful manner. The Tenants shall leave the premises in a ready to rent condition at the expiration of the rental agreement, defined by the Landlord as being immediately habitable (other than general clean-up) by the next Tenants. All kitchen items are to be cleaned and placed in appropriate storage compartments upon departure (do not leave items in dishwasher to be unloaded by housekeeper). Tenants shall pay for maintenance and repairs should the premises be left in a lesser condition. The Tenants agree that the Landlord shall deduct costs of said services from the security deposit prior to refund if Tenants cause damage to the premises or its furnishings, or if premises require extra cleaning due to excessively unclean conditions.

14. Trash: The Tenants shall dispose of all waste material generated during the rental period in a lawful manner and put the trash in the bins along the curb during their stay for pickup. Please check garbage schedule in the check-in email for pick-up times. Tuesday and Friday the garbage is picked up early morning from Memorial Day to Labor Day. Recyclables are picked up every Friday between Memorial Day and Labor Day. During other months of the year garbage is picked up on Tuesday only and Recyclables every other Friday. Tenant is required to return bins from the street to bin storage area by 10:00am on day of pick-up. The Town of North Topsail can levy a \$50.00 fine for bins left out at street after 10:00am. Tenant agrees that should fines be levied due to bins not removed from the street the Landlord shall deduct those fines from the security deposit prior to refund. Garbage placed in Recycle bins will not be picked up by the Town of North Topsail so please make sure all garbage is placed in the “Green” bins provided and all Recyclables is placed in the “Blue” bins.

- 15. Smoking:** There shall be no smoking inside the premises. Smoking is permitted outside the home. However, Tenant is responsible for ensuring all cigarette ends have been disposed of safely prior to Check-Out Date.
- 16. Pets:** No animals or pets of any kind will be brought onto the premises. The security/damage deposit will be fully forfeited along with possibly having to immediately vacate property along with no refund of rents if any animal or pets are allowed in the premises.
- 17. Disturbance/Nuisance:** The Tenants shall behave in a civilized manner and shall be good neighbors respecting the rights of the surrounding property owners. The Tenants shall not create noise or disturbances likely to disturb or annoy the surrounding property owners realizing that the house is part of a neighborhood community with permanent residents. Creating a disturbance of the above nature shall be grounds for immediate termination of this agreement and Tenants shall then immediately vacate the premises. Quiet hour starts at 10:00pm and outdoor noise should be kept to a minimum.
- 18. Consumables:** Landlord shall provide cups, knives, forks, spoons, dishes, and other items as commonly used by the Landlord's family. Toilet paper, soap, dish detergent, laundry soap, shampoos, and other consumables are to be purchased by the Tenant. No reimbursement will be made for unused consumables left at the premises. If consumables exist at the premises when the Tenant arrives the Tenant is free to use them.
- 19. Linens:** Linens are not provided by Landlord. Linens can be rented via a third party or Tenant can bring their own personal linens.
- 20. Subletting:** The Tenants shall not sublet the property.
- 21. Liability:** The Tenants and Tenants' Guests shall hereby indemnify and hold harmless the Landlord against any and all claims of personal injury or property damage or loss arising from use of the premises regardless of the nature of the accident, injury or loss. Tenants expressly recognize that any insurance for property damage or loss which the Landlord may maintain on the property does not cover the personal property of Tenants, and that Tenants should purchase their own insurance for Tenants and Guests if such coverage is desired.
- 22. Legal Expenses:** Tenants agree to pay all reasonable costs, attorney's fees and expenses that shall be made or incurred by Landlord enforcing this agreement.
- 23. Occupancy:** Tenants expressly acknowledge and agree that this Agreement is for transient occupancy of the Property, and that Tenants do not intend to make the property a residence or household.
- 24. Property Use:** Tenant shall use the property for legal purposes only and other use, such as but not limited to, illegal drug use, abuse of any person, harboring fugitives, etc; shall cause termination of this agreement with no refund of rents or deposits.
- 25. Outages:** We occasionally experience outages that are beyond our control. We report outages as each occurs. No refunds or compensation will be given for any outages. A local property manager is available for maintenance issues that may arise during your stay. Other information regarding contacts for will be provided in the final rental packet sent prior to your Check-In Date.
- 26. Shortened Stays:** There shall be no refunds of rents because of shortened stays or ruined expectations due to work and family emergencies or other commitments. We highly encourage Tenants to purchase Travel Vacation Insurance to cover these unexpected conditions.

- 27. Adverse Weather:** There shall be no refunds of rents due to shortened stays or ruined expectations because of weather conditions. The State of North Carolina or Town of North Topsail may order mandatory evacuation due to Tropical Storm or Hurricane conditions. Tenant is required to vacate property under these conditions and no refunds will be given under these scenarios. Landlord highly recommends that Tenant purchase Travel Vacation Insurance to cover these and other unexpected conditions.
- 28. Safety:** It is the Tenant's responsibility to learn about safety precautions, warning signs of water conditions, and safety procedures concerning swimming in or being around the ocean. Tenant agrees to have responsible adult supervising minors while they swim. Tenant is hereby notified that the ocean can be dangerous and Tenant accepts fully the risks involved. The Town of North Topsail does not provide Life Guard services at the beach. Tenant is responsible to check local weather forecasts concerning low and high tides, high winds that can cause riptides and other weather related issues that could cause dangerous swimming conditions in the ocean.
- 29. Firearms:** Only legally owned and permitted firearms shall be allowed on the premises according to State and Local laws.
- 30. Fireworks:** Tenant agrees that Fireworks and other hazardous materials shall not be used in or around the property.
- 31. Fire Extinguisher:** The property has a fire extinguisher installed near the kitchen area. The fire extinguisher was fully charged at last inspection. It is the duty of the Tenant to inform management immediately should the fire extinguisher become less than fully charged. Tenant agrees to use the fire extinguisher only for true emergencies.
- 32. Smoke Detectors:** The property has smoke detectors installed and they are believed to function properly at the time of rental. Tenant will notify management without delay if a fire alarm "chirps" or has a low battery condition.
- 33. Carbon Monoxide:** Tenant is advised that there is no carbon monoxide detector on the property and accepts the risk involved in not having one.
- 34. Grills:** A park-style charcoal grill is provided for use at the property. Any other grill and/or gas appliance may not be used at the property. Tenant is responsible for providing their own charcoal.
- 35. Security:** Tenant shall see to their own security while in the property by locking doors, windows, gates, etc. when it's prudent to do so.
- 36. Valuables:** Valuable items left behind by Tenant will be held for the Tenant and every reasonable effort will be made to contact the Tenant for return. If items are not claimed for longer than 6 months they shall become the property of the Landlord. The Landlord shall not be held liable for condition of said items.
- 37. Landlord's Closet:** Tenant agrees not to access the "Landlord's closets", even if unlocked, which contains cleaning supplies and chemicals that could be hazardous. The Landlord's closets are located opposite the elevator door on the parking level and also on the top floor adjacent to the door to the sound side deck.
- 38. Telephone:** There is an international long distance block on the telephone - a calling card is needed for international long distance toll calls. There is unlimited local and long distance for the Continental U.S. phone calling.

- 39. Cable TV:** HD Cable TV is provided and service level has been chosen by the Landlord. No refund of rents shall be given for outages, content, lack of content or personal preferences with regard to cable TV service.
- 40. Internet:** High speed wireless internet is provided as a convenience only and is not integral to the agreement. No refund of rents shall be given for outages, content, lack of content, speed, access problems, lack of knowledge of use, or personal preferences with regard to internet service.
- 41. HVAC:** Tenant agrees that Air Conditioning shall not be set below 72 degrees and Heat shall not be set above 68 degrees, and that the fan setting shall be "Auto". Doors and windows shall be closed when either heat or air conditioning is in operation.
- 42. Hygiene:** Please shower when returning from the beach to limit sand in our home. Please shower all sand and sun-tan oils off before sitting on indoor furniture.
- 43. Sale of Property:** If the property should go on the MARKET FOR SALE, it may be shown to qualified buyers during the Tenants' stay. Every effort will be made to schedule the showing at a convenient time and not interrupt the Tenant's vacation. Tenant shall allow reasonable viewings of the home between 9:00am and 8:00pm, present or not.
- 44. Access:** The Landlord has the right to inspect the premises without prior notice at any time to enforce the terms of this agreement. Should the Tenants violate any of the terms of this agreement, the rental period shall be terminated immediately with no refunds of rents or deposits. The Tenants waive all rights to due process if they fail to vacate the premises upon termination of the rental period. The Tenants shall vacate the premises at the expiration time and date of this agreement.

The parties agree to the terms of this Short Term Rental Agreement, without exception, as evidenced by the signatures set forth below. If Landlord determines failure by Tenant to ensure adherence to any or all terms of the agreement, Tenant will be asked to vacate property and will be subject to forfeiture of ALL monies paid, including loss of security/damage deposit.

Please print, fill out and sign this Agreement, and send to Landlord with your reservation payment check. A fully executed copy of this agreement will be returned to you.

A COPY OF TENANT'S VALID DRIVER'S LICENSE OR OTHER VALID GOVERNMENT ISSUED PHOTO ID MUST ACCOMPANY SIGNED CONTRACT.

CHECKS MADE PAYABLE TO: Jon Fortune
 Landlord Mailing Address: Sample Address, Sample, NC 12345

Tenant: Signature	Print Full Name	Date
Tenant: Signature	Print Full Name	Date
Landlord: Signature	Print Full Name	Date