



VACATION RENTAL AGREEMENT

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.

Owner/Agent: Bugg Properties, LLC
Address: 1704 Rosebank Lane, Charlotte, NC 28226
Phone: (704) 719-2100
Fax: (704) 719-2200
Mobile: (704) 904-6316
E-mail: bughouse@carolina.rr.com

Tenant(s): _____

Address: _____

Phone: (____) ____ - _____

Fax: (____) ____ - _____

Mobile: (____) ____ - _____ (Please include a # that you will use during your vacation)

E-mail: _____

All individuals who will stay overnight at the Property during the rental period (occupancy max = 9):

Owner/Agent hereby rents to Tenant, and Tenant hereby rents from Owner/Agent, the vacation property described below (referred to hereafter as the "Premises") on the terms contained in this Agreement.

- 1. **Premises:** The Bugg House
428 33rd Street
Sunset Beach, NC 28468
(Brunswick County)
- 2. **Term:** For Peak Season Rentals (weekly only)
Begins: Sunday, ___/___/___ after 4:00 PM EST
Ends: Sunday, ___/___/___ before 10:30AM EST

For Off Season Rentals (weekly only)
Begins: ___/___/___ after 4:00 PM EST
Ends: ___/___/___ before 10:30AM EST
Total Nights: ___ nights

Tenant(s) _____



Owner/Agent _____



- 3. **Rent:** Tenant agrees to pay a Rental Fee for the Premises in the amount of \$_____/week Peak Season, or \$_____/night Off Season, whichever applies to the Terms in Section 2, and in accordance with the Financial Terms outlined in Section 4. The above Rental Fee does NOT include any applicable Town of Sunset Beach, Brunswick County, and State of North Carolina accommodation and sales tax fees and post rental cleaning fees which are outlined in Paragraph 4 below. North Carolina General Statute 105-164.4(a)(3) imposes a room occupancy tax on the rental of any room rented for less than fifteen (15) days.
- 4. **Financial Terms:** For a reservation to be accepted and dates guaranteed, a deposit payable to Bugg Properties, LLC equal to 50% of the Rental Fee is due to the Owner/Agent along with a signed Rental Agreement. Money order, cashiers check, or personal check (made payable to Bugg Properties, LLC) are all acceptable forms of payment. The rent balance and security deposit must be received by the Owner/Agent at least three weeks (21 days) prior to the start of Tenancy. Once all fees are paid in full, the Owner/Agent will provide detailed check in/check out instructions and a key to access the Premises.

Description	Amount
Rental Fee	\$
Town of Sunset Beach & Accommodation Tax (6% of rental fee)	\$
Brunswick County Sales Tax (2% of rental fee)	\$
State of NC Sales Tax (5.75% of rental fee)	\$
Cleaning Service	\$
Refundable Security Deposit	\$ 200.00
Total Due	\$
Deposit (50% of the Rental Fee due with signed agreement)	\$
Balance Due (Required 21 days prior to Tenancy)	\$

Tenant agrees to pay a \$25.00 processing fee for any check of Tenant that may be returned by the financial institution due to insufficient funds or because Tenant did not have an account at the financial institution.

- 5. **Security Deposit:** Any security deposit provided for in Paragraph 4 above may be applied to actual damages caused by Tenant as permitted under the Tenant Security Deposit Act. In addition, Owner/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 (including any addendum hereto) as being included with the Premises. Owner/Agent shall apply, account for, or refund Tenant's security deposit within 45 days following the end of the tenancy.
- 6. **Trip Insurance:** Trip Cancellation/Interruption Insurance is not offered directly by the Owner/Agent. It is the responsibility of the Tenant to acquire such coverage, if desired. Please visit www.insuremytrip.com for more details. NOTE: Tenant's decision with respect to the purchase of trip interruption insurance will affect Tenant's rights in the event of a mandatory evacuation. See Paragraph 11. Initial to acknowledge no trip insurance is offered by Owner/Agent: _____
- 7. **Tenant Duties:** Tenant agrees to comply with all obligations imposed by the Vacation Rental Act on Tenant 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 Owner/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 acknowledges that he/she meets the minimum rental age of 25 years old. 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

Tenant(s) _____



Owner/Agent _____

material, and shall result in the termination of Tenant's tenancy. If deposits have been made and a breach is discovered, all monies paid to owner will be forfeited and tenancy terminated.

- 8. 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, Owner/Agent cannot provide the Premises in a fit and habitable condition or substitute a reasonably comparable property in such condition, Owner/Agent shall refund to Tenant all payments made by Tenant. Owner/Agent shall conduct all activities in regard to this Agreement with out respect to the race, color, religion, sex, national origin, handicap or familial status of any tenant.
- 9. Cancellation.** In the event of a cancellation by Tenant, Tenant shall receive a full refund of all payments made by Tenant, less an administrative fee of \$25.00, only if the Premises are re-rented on the terms set forth herein. If the Premises are not re-rented on the terms set forth herein, Tenant will not be entitled to a refund of any rent payment made hereunder. Whether or not the Premises are re-rented, Tenant, rather than Owner/Agent, shall be responsible for seeking reimbursement of any fees paid prior to Tenant's cancellation.
- 10. Transfer of Premises:**
 - (1) If the Owner/Agent voluntarily transfers the Premises, Tenant has the right to enforce this Agreement against the grantee of the Premises if Tenant's occupancy under this Agreement is to end 180 days or less after the grantee's interest in the Premises is recorded. If Tenant's occupancy is to end more than 180 days after such recordation, Tenant has no right to enforce the terms of this Agreement unless the grantee agrees in writing to honor this Agreement. If the grantee does not honor this Agreement, Tenant is entitled to a refund of all advance rent paid by Tenant. Within 20 days after transfer of the Premises, the grantee or the grantee's agent is required to: (i) notify Tenant in writing of the transfer of the Premises, the grantee's name and address, and the date the grantee's interest was recorded; and (ii) advise Tenant whether Tenant has the right to occupy the Premises subject to the terms of this Agreement or receive a refund of any payments made by Tenant.
 - (2) Upon termination of the Owner/Agent's interest in the Premises, whether by sale, assignment, death, appointment or a receiver or otherwise, the Owner/Agent, Owner/Agent's agent, or real estate agent is required to transfer all advance rent paid by Tenant to the Owner/Agent's successor-in-interest within 30 days, and notify Tenant by mail of such transfer and of the transferee's name and address. However, if Tenant's occupancy under this Agreement is to end more than 180 days after recordation of the interest of the Owner/Agent's successor-in-interest in the Premises, and the successor-in-interest has not agreed to honor this Agreement, all advance rent paid by Tenant must be transferred to Tenant within 30 days.
 - (3) If the Owner/Agent's interest in the Premises is involuntarily transferred prior to Tenant's occupancy of the Premises, the Owner/Agent is required to refund to Tenant all advance rent paid by Tenant within 60 days after the transfer.
- 11. Mandatory Evacuation:** If State or local authorities order a mandatory evacuation of an area that includes the Premises, Tenant shall comply with the order. Trip Cancellation/Interruption Insurance may provide partial or full refund of rent. It is the Tenant's responsibility to seek reimbursement from the Insurance provider.
- 12. Expedited Eviction:** If the tenancy created hereunder is for 30 days or less, the expedited eviction procedures set forth in the NC Vacation Rental Act will apply. Tenant may be evicted under such procedures if Tenant; (i) holds over in possession after Tenant's tenancy has expired; (ii) commits a material breach of any provision of this Agreement that according to its terms would result in the termination of Tenant's tenancy; (iii) fails to pay rent as required by this Agreement; or (iv) has obtained possession of the Premises by fraud or misrepresentation.



- 13. Indemnification and Hold Harmless; Right of Entry; Assignment:** Tenant agrees to indemnify and hold harmless Owner/Agent 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 Owner/Agent, or the failure of the Owner/Agent to comply with the Vacation Rental Act. Tenant agrees that Owner/Agent or their representative may enter the Premises during reasonable hours to inspect the Premises, to make such repairs, alterations or improvements thereto as Owner/Agent 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 Owner/Agent.
- 14. Phone / TV / Cable Availability:** Tenant acknowledges that the landlord does not provide a land line (phone) at the residence. Basic Cable TV is provided year round with expanded cable available May-September. If an off season tenant prefers expanded cable, arrangements can be made with the owner and the fee passed to the tenant. No internet access is provided at the residence (but there are several wireless hot spots on the island.)
- 15. Pets:** Unless otherwise specifically permitted in this Agreement (including any addendum hereto), no pets shall be allowed in or on the Premises. Tenant's breach of this provision shall be considered material, and shall result in the termination of Tenant's tenancy.
- 16. Smoking:** Use of Tobacco products of any form (cigarettes, cigars, chewing tobacco, etc.) is prohibited on the property. This includes inside the house, outside on the decks, under the home, or in the yard. Evidence of tobacco product use warrants Eviction and retention of tenant's security deposit.
- 17. Use of Owner/Agent's Personal Property:** Owner/Agent hereby permits Tenant to use any of the Owner/Agent's personal items left in the Premises (except items locked in Owner/Agent's closets) included but not limited to: grill, paper products, food products, beach/water toys, and cleaning products. Any personal items or cleaning supplies used up during the Tenancy should be replaced prior to vacating the Premises. In the event that the Premises or any personal property is missing or damaged in any way, Tenant agrees to notify Owner/Agent immediately.
- 18. Cleaning:** At end of tenancy, Tenant agrees to remove all personal items, return all furniture to its original position, replace any personal items used, wash all dishes, and to leave the house straight in orderly. A third party cleaning service will perform final cleaning unless noted otherwise below.
- 19. Restrictions:** Tenant agrees to abide by the following Owner/Agent requirements and City of Sunset Beach ordinances:
- Guests are welcome at the Premises; however, Owner/Agent is to be notified of any overnight guests not identified in this Agreement.
 - No more than 9 people are allowed to overnight in the Premises.
 - Parking is allowed under the house, in the gravel driveway, and on the street immediately in front of the Premises.
 - None of the following is allowed on the beach: cars, campfires, grills, glass containers.
 - No fireworks of any kind – fireworks are prohibited by North Carolina state law.
 - Between sunset and sunrise, it is unlawful to leave any personal property including, but not limited to, volleyball nets, poles, tents, chairs, beach towels, fishing rods, umbrellas, recreational equipment on the beach.
 - No surfing in the Atlantic Ocean between 32nd Street and 5th Street. Red and Yellow poles at the beach access walks mark the designated no surf zone.
- 20. Disclosure of Information on Lead-based paint and Lead-based Paint Hazards:**
Lead Warning Statement: Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially





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harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

The Premises located at 428 33rd Street was built prior to 1978.

Landlord's Disclosure:

- Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the Premises.
- Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Premises.

Tenant's Acknowledgment:

- Tenant has received the pamphlet *Protect Your Family from Lead in Your Home*. (See www.thebugghouse.com to download the pamphlet.)

21. Additional Provisions:

Tenant (s):

_____ Date: ____/____/____

Printed Name _____

_____ Date: ____/____/____

Printed Name _____

Owner/Agent:

_____ Date: ____/____/____

Jeannette or Robert Bugg, Manager, Bugg Properties, LLC

Bugg Properties, LLC makes no representation as to the legal validity or adequacy of any provision of this form in any specific transaction. Document derived and adapted from the Vacation Rental Agreement, Standard Form 411-T, the Vacation Rental Addendum, Standard Form 2A13-2, and the Disclosure of Information on Lead-based Paint and Lead-based Paint Hazards Standard Form 430-T provided by The North Carolina Association of Realtors®, Inc.

Bugg Properties, LLC does not discriminate in the sale, lease or rental of housing, or make housing otherwise unavailable, because of race, color, religion, sex, handicap, familial status, or national origin.

Tenant(s) _____



Owner/Agent _____