



03/22/2016

Merry Mermaid

Dear Merry,

We are pleased to confirm your reservation for **07/16/2016** through **07/23/2016**.

Attached is your lease. Please read this carefully and then initial, sign and date where indicated. Return one copy along with your required initial payment. **We must have a signed lease to process any payments.** Please note that the lease becomes null and void if not signed and returned with payment by 5 days from lease creation.

We accept personal checks until 30 days prior to check-in. Checks should be made payable to Latitude 34 Realty. We request \$5.00 of the rental be paid by credit card to authorize card for any additional charges due upon departure for purposeful damage not covered by the security deposit or Accidental Damage Insurance. All fees are detailed in Rental Agreement and Rules.

Please keep a copy of the lease for your information. The balance is due **06/16/2016**. We must request that any payment received within 30 days of check in be paid with a certified or cashier's check or money order.

Check-in time is 3:00 p.m. Keys can be picked up at our office after 3:00 p.m. day of check-in. Contact our office to make check-in arrangements if arriving after 4:00 p.m.

Check out time is 10:00 a.m. on the morning of your departure. Drop keys at our office in drop box upon departure.

We thank you for vacationing with Latitude 34 Realty. Please do not hesitate to contact our office if you have any questions regarding your lease.

Sincerely,

Latitude 34 Realty
1009 N. Lake Park Blv., Suite C-4
P.O. Box 696
Carolina Beach, NC 28482
General Office: 910-458-5911
Rental Department: 910-499-4534
Fax: 910-707-0293



1009 N. Lake Park Blvd. Suite C-4 P.O. Box 696 Carolina Beach, NC 28428 (910) 458-5911

VACATION RENTAL AGREEMENT

Lease: Lease Number: **2141265** Date: This AGREEMENT made 03/22/2016, between
Parties: Guest: Merry Mermaid And Owner: Terri L. Talton
Broker: Latitude 34 Realty, 1009 N. Lake Park Blvd. Suite C-4, Carolina Beach, NC 28428
 Rental Department: 910-499-4534, General Office: 910-458-5911, Fax: 910-707-0293.
 email rentals@latitude34realty.net

Premises: Owner Agrees to rent to Guest premises known as: 909 Carolina Beach Ave. N., Flr: 3 Unit: 3A, Carolina Beach, NC 28428 (the "Property")

Term: From 3:00 PM ON 07/16/2016 to 10:00 AM on 07/23/2016 unless noted otherwise in addendum.

Payments And Security Deposits: Rent in the amount of **\$1,050.00**, plus additional items detailed below. Payments must be made payable to "Latitude 34 Realty" unless noted otherwise in addendum. Any late payments received after the due date will be assessed a \$25.00 late fee payable to Latitude 34 Realty.
 *A fee of \$25.00 will be charged for any check returned by the bank for any reason.
 *All payments must be paid in full prior to check-in.

Payment Schedule:

Category	Amount Due	Due Date	Date	Amt Paid	Method
Rent	\$525.00	03/28/2016			
County Tax Rent	\$31.50	03/28/2016			
State Tax Rent	\$36.75	03/28/2016			
Rent	\$525.00	06/16/2016			
County Tax Rent	\$31.50	06/16/2016			
State Tax Rent	\$36.75	06/16/2016			
Cleaning Fee	\$75.00	06/16/2016			
County Tax Cleaning Fee	\$4.50	06/16/2016			
State Tax Cleaning Fee	\$5.25	06/16/2016			
Damage Insurance 1500	\$40.00	03/28/2016			
Linen Package	\$76.80	06/16/2016			
County Tax Linen Package	\$4.61	06/16/2016			
State Tax Linen Package	\$5.38	06/16/2016			
Reservation Fee	\$60.00	03/28/2016			
County Tax Reservation Fee	\$3.60	03/28/2016			
State Tax Reservation Fee	\$4.20	03/28/2016			
Travel Insurance	\$101.88	03/28/2016			
Total:	\$1,567.72				

Travel Insurance Premium (CSA Vacation Rental Insurance) is available for \$ \$101.88 and the cost may be included in your initial payment.

To accept Travel Insurance, Initial here _____ and include payment of the plan cost. or To decline Travel Insurance, please write "Decline" here _____ and pay the lower amount.

Damage Protection Coverage is available in lieu of paying a Security Deposit for \$ 40.00 and the cost may be included in your initial payment. If Damage Protection is declined a Security Deposit is required in the amount of \$800.00

To accept Damage Protection Initial here _____ and include payment of the plan cost. or To decline Damage Protection Initial here _____ and remit the Security Deposit amount listed above.

Tenant Signature _____ Date: _____

VACATION RENTAL AGREEMENT

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.

*Tax rates are calculated as of the time of this Agreement. Tenant shall be responsible for payment of all applicable taxes according to rates in effect at the time of occupancy.

Vacation Rental Insurance - Guest Protect Plan: CSA Vacation Rental Insurance has been offered with your reservation. Vacation Rental Insurance reimburses for pre-paid, non-refundable expenses due to certain unforeseeable circumstances that may jeopardize your vacation and force you to incur unplanned expenses. We strongly recommend you purchase this valuable protection. View a Description of Coverage/Policy at www.vacationrentalinsurance.com/330cert. Coverage questions call (866) 999-4018. However, if you do not wish to purchase travel insurance, you may decline this coverage. By declining coverage, you acknowledge you have read and understand our cancellation policy and choose not to purchase Vacation Rental Insurance.

NOTE: Tenant's decision with respect to the purchase of trip interruption insurance will affect Tenant's right in the event of a mandatory evacuation. See paragraph 13 below.

1. Disbursement of Rent and Third Party Fees. Tenant authorizes Agent to disburse up to fifty percent (50) of the rent set forth in paragraph 3 above to the owner (or as the owner directs) prior to Tenant's occupancy of the Premises, and the balance of the rent upon the commencement of the tenancy, a material breach of this Agreement by Tenant, or as otherwise permitted under the Vacation Rental Act. **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.** Tenant also authorizes Agent to disburse prior to Tenant's occupancy of the Premises any fees owed to third parties to pay for any goods, services, or benefits procured by Agent for the benefit of Tenant, including but not limited to any fees set forth herein payable to Agent for reservation, transfer or cancellation of Tenant's tenancy.

2. 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, 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. Agent shall apply, account for, or refund Tenant's security deposit within 45 days following the end of the tenancy. **Guest may purchase Accidental Damage Protection (Security Deposit Waiver) in lieu of a security deposit.** Please note North Carolina charges a tax on security deposits.

3. Trust Account. Any advance payment made by Tenant shall be deposited in a trust account with Bank of America located at 123 Harper Avenue, Carolina Beach, NC 28428. Tenant agrees that any advance payment may be deposited in an interest-bearing trust account and that any interest thereon shall accrue for the benefit of, and shall be paid to, the owner (or as the owner directs) as it accrues and as often as is permitted by the terms of the account.

4. 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 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 and may use the Premises for residential purpose only. Tenant's breach of any duty contained in this paragraph shall be considered material, and shall result in termination of Tenant's tenancy.

Tenant Initials _____

5. Occupancy Limits. Unless otherwise stated, occupancy of the Premises shall be limited to two persons per bedroom, including family, children and Tenant guests. Bedding arrangements in the Premises are portrayed only to illustrate possible sleeping arrangements and may not be taken as a representation of permitted occupancy. Tenant agrees to be responsible for ensuring that maximum permitted occupancy of the Premises is not exceeded during the term of this Agreement, and should contact Agent with any questions regarding permitted occupancy of the Premises.

6. Agent Duties. 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, familial status, sexual orientation or gender identity of any tenant.**

7. Cancellation. In the event of a cancellation by Tenant, Tenant shall receive a refund of all payments made by Tenant, less an administrative fee of \$100.00 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 Agent, shall be responsible for seeking reimbursement of any fees paid by Tenant to Agent for goods, services, or benefits procured by Agent from third parties for the benefit of Tenant that may have been paid out prior to Tenant's cancellation.

Tenant Signature _____

8. Transfer of Premises.

(a) If the owner 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 (and other fees owed to third parties not already lawfully disbursed). 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. However, if the grantee engages Agent to continue managing the Premises after the transfer, the grantee shall have no obligation under (i) or (ii) above if this Agreement must be honored under the Vacation Rental Act or if the grantee agrees in writing to honor this Agreement.

(b) Upon termination of the owner's interest in the Premises, whether by sale, assignment, death, appointment of a receiver or otherwise, the owner, owner's agent, or real estate agent is required to transfer all advance rent paid by Tenant (and other fees owed to third parties not already lawfully disbursed) to the owner'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'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 (and other fees owed to third parties not already lawfully disbursed) must be transferred to Tenant within 30 days.

9. Mandatory Evacuation. If State or local authorities order a mandatory evacuation of an area that includes the Premises, Tenant shall comply with the order. Upon compliance, Tenant will be entitled to a refund of the prorated rent for each night that Tenant is unable to occupy the Premises because of the order. However, Tenant will not be entitled to a refund if, prior to taking possession of the Premises: (i) Tenant refused insurance offered by Agent that would have compensated Tenant for losses or damages resulting from loss of use of the Premises due to a mandatory evacuation order, or (ii) Tenant purchased such insurance from Agent.

10. Expedited Eviction. If the tenancy created hereunder is for 30 days or less, the expedited eviction procedures set forth in the 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 (including any addendum hereto)

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.

Tenant Initials _____

11. 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 the owner, or the failure of Agent or the owner to comply with the Vacation Rental Act. 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 or Agent.

12. Pets. Unless otherwise specifically permitted in this Agreement (including any addendum hereto), no pets shall be allowed on the Premises. Tenant's breach of this provision shall be considered material, and shall result in the termination of Tenant's tenancy.

13. Governing Law; Venue. The parties agree that this Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, and that in the event of a dispute, any legal action may only be instituted in the county where the Property is located.

14. Addenda. Any addenda to this Agreement are described in the following space and attached hereto: Rental Policies & Rules of Latitude 34 Realty. Tenant agrees that Tenant has received and read any such addenda, and that they shall constitute an integral part of this Agreement.

15. Other Terms and Conditions:

I wish to decline Travel Insurance _____ (Initials)

Tenant Signature _____

Date _____

Rental Policies and Rules of Latitude 34 Realty

Please Read The Following Before Signing.

All Units Are Non- Smoking. You Will Be Charged an Additional \$150.00 Extra Cleaning Fee If Any Evidence Of Smoking Is Found After Your Departure.

The Registered Guest Will Be Responsible For All Damages or Missing Items

Linens and towels included with some properties. Please refer to our website or give us a call. If you prefer to rent linens contact www.seasidelinen.com or call 866-615-4636 and they will have them at the property when you arrive. They also rent a variety of cribs, bikes and beach equipment.

1. Rental Department: 910-499-4534 General Office Phone: 910-458-5911

E-MAIL: rentals@latitude34realty.net

2. **General Rental Info:** All properties are individually owned and are furnished with individual taste. Do not move the furniture around in the units, it could cause damage. If you have special needs, please identify those prior to booking your vacation. Upon arrival please notify us within 1 hour if there are any problems with your accommodations. If a vacation residence should become unavailable for rental for any reason, we reserve the right to substitute comparable accommodations if available.

3. **Maximum Occupancy & Age:** You must be at least 25 years old to reserve a rental property and provide us with the number of people & vehicles in your party. Violation of our maximum occupancy policy may result in immediate eviction from the property with no refund of any rental charges. We only rent to responsible adults and no house parties will be permitted.

4. **Parking:** Parking is very limited at the beach. 1 bedroom condos allow 1 car, 2 & 3 bedroom condos allows 2 cars and houses vary. No Trailers Or Boats are allowed at any Condo. These rules are strictly enforced by the home owners association. Please call if you have special needs. We are not responsible if your vehicle is towed.

5. **Pets:** Pets are not allowed in rental units unless the property is specifically designated Pet Friendly. If pet friendly, the pet fee is 150.00 per pet, that is non-refundable and must be approved by Latitude 34 Realty. Please contact us with your needs. Failure to disclose pets in the property, whether the pet(s) are the responsibility of the renters or their guest, will result in a \$150.00 pet cleaning fee, assessment of cost for damage, if any and immediate termination of the rental agreement.

6. **Carolina Beach- Beach Rules:** It is illegal to have alcohol on the beach, glass containers, ATVs and dune buggies, littering, bonfires, disturbing sea turtles and/or nesting sites, surfing within 500 feet of any pier and the use of personal watercraft/jet skis within 1500 feet of the shore of the Atlantic Ocean. It is illegal to set off fireworks. Cutting or uprooting sea oats and disturbing dunes is punishable by fine. No horses are allowed on the beach. Dogs are prohibited on the beach in Town Limits from April 1st to October 31st. During months dogs are allowed, they must be on a leash and owners must always remove the dog's waste from the beach. You must have on your person at all times, a plastic or paper container that can be used to clean up and contain dog waste until it can be disposed of in an appropriate container. This container must be produced and shown, upon request, to anyone authorized to enforce this ordinance. Unattended beach equipment should be removed between sunset and sunrise.

7. **Kure Beach- Beach Rules:** No Camping, Driving on beach. It is illegal to have alcohol on the beach, glass containers, ATVs and dune buggies, littering, bonfires, disturbing sea turtles and/or nesting sites, surfing within 500 feet or any pier and the use of personal watercraft/jet skis within 1500 feet of the shore of the Atlantic Ocean. It is illegal to set off fireworks. Cutting or uprooting sea oats and disturbing dunes is punishable by fine. No horses are allowed on the beach. Dogs are prohibited in Kure Beach Town Limits from April 1st to September 30th. Unattended beach equipment should be removed between 7:00 pm and 8:00 am.

8. **Reservation:** By accepting this vacation rental lease agreement, tenant also accepts payment terms as stated in the reservation confirmation page. Return this document and the vacation rental agreement signed with a 50% advance payment plus any insurance as noted to hold your rental. The balance is due 30 days prior to your arrival. Reservations made less than 30 days prior to arrival, all monies & the signed contract are due within 48 hours. Failure to comply with this will result in loss of rental. All rentals have a room/sales tax, reservation fee, security damage insurance or security deposit and cleaning fee.

9. **Payments:** 30 days prior to check-in we only accept certified check, money order, master card or visa. Only certified check or money order can be accepted 5 days prior to arrival.

10. **Damage Insurance:** As a part of your stay, you may purchase a Vacation Rental Damage Protection plan designed to cover unintentional damages to the rental unit interior that occur during your stay provided they are disclosed to management prior to check-out. If purchased, the policy will pay a maximum benefit of (Policy Limit). Any damages that exceed (Policy Limit) or are not covered under the plan 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 (Policy Limit). Certain terms and conditions apply. Full details of the Vacation Rental Damage coverage are contained in the Description of Coverage or Insurance Policy, www.vacationrentalinsurance.com/g20vrd. The Vacation Rental Damage plan can be purchased up to, and including at, check-in. By submitting payment for this plan, you authorize and request CSA Travel Protection and Insurance Services to pay directly to Latitude 34 Realty any amount payable under the terms and conditions of the Vacation Rental Damage. Please contact Latitude 34 Realty directly if you do not wish to participate in this assignment. Guests may choose to pay a Security Deposit (amounts vary by property) rather than purchasing the Damage Insurance.

Tenants Initials: _____

11. Trip Insurance. Trip Interruption Insurance is added to each reservation. You may decline this and deduct the cost, but it could affect a refund. Agent may receive referral fees on insurance. See the Travel Insurance section in the Guest Rental Agreement above for the link to CSA Vacation Rental Insurance for details and contact information for questions. If you wish to decline this coverage initial appropriate line on page 3.

12. Cancellation Policy: Our policy is spelled out very clearly on the Vacation Rental Agreement. Upon written notice of cancellation from tenant, advance rent payments will be refunded if unit is re-rented less a \$100 cancellation fee. If the unit is not re-rented, No refund will be issued. Trip Interruption Insurance is added to each reservation. You may decline this and deduct the cost, but it could affect a refund.

13. Check-In: Check-in is from 3-4 pm. You will need to come to the office first to pick up your keys. Late check in, PLEASE CALL to make arrangements. We do not allow early check-in. Please plan your trip around this.

14. Check-Out: Check-out time is at 10:00 am on the day of your departure. Sorry, No Exceptions. Before departure, you must remove all items from the refrigerator & freezer, empty all trash and run dishwasher. If linens were provided- return them to the bag and leave inside front door, make all beds, close and lock all windows & doors. Return all keys & parking passes back to the office. A extra cleaning fee will be charged if any of these items are not completed before departure.

15. Smoking: Smoking is not allowed in any rental property. If you smoke, please go outside and close the door. Do not throw butts over the deck onto the ground. If there is evidence that smoking has occurred inside the property, you will be charged an additional \$150.00 cleaning & ionization fee. This policy is Strictly Enforced and is not covered by the Damage Deposit Waiver Option.

16. Furnishings & Equipment: All properties are furnished with the basic supplies, glasses, dishes, pots / pans, silverware and appliances. You will need to bring bathroom supplies, laundry detergent and dish soap. If you prefer to rent additional items visit www.seasidelinen.com to place your order.

17. Appliances & Equipment: We cannot guarantee that breakdowns will not occur, however we will make every effort to ensure repairs will be made as quickly as possible. NO REFUNDS!!! Do not adjust the refrigerator settings. It takes a little time to cool down after placing warm items in it. Please do not flush sanitary napkins or tampons down the toilet. Dispose of them properly.

18. Grilling: No grilling on decks or within 10 ft. of any structure by state law. Tenant is required to clean the grill if provided after their use, so it will be ready for the next guest.

19. Smoke Detector: These are installed for your protection. Please notify us upon arrival of any problems.

20. Lost Keys: \$10.00 fee will be charged for lost keys. A \$50.00 fee will be charged for lost security/parking passes and pool keys.

21. Lock out fee \$50.00

22. Mandatory Evacuations: See Vacation Rental Agreement (see page 3 item 13).

This must be signed along with the Vacation Rental Agreement and returned with your deposit within 5 days of the agreement date or we will re-rent the property to another guest.

The balance of your rent is due 30 days prior to your arrival.

Reservations made less than 30 days prior to arrival, all monies & the signed contract are due within 48 hours.

WE DO NOT ACCEPT CASH!

By signing this document, you are stating you have read & and will abide by our policies during your stay.

Tenant Signature: _____ **Date:** _____

#Adults _____ **# Children** _____ **#Vehicles** _____

We look forward to assisting you with your vacation needs!

LATITUDE 34 REALTY