



A Tradition on the North Carolina Coast Since 1962!

Customer Service  
7501 Emerald Dr.  
Emerald Isle, NC 28594

<b>Reservation #:</b>	<b>729631</b>
Vacation Rental Name:	Atlantis
Vacation Rental Address:	1809 Salter Path Road, Indian Beach, NC 28575
Vacation Rental Telephone:	(252) 726-6701
Reservation Dates:	Sunday, May 6, 2018 to Sunday, May 13, 2018
<b>Check-in time: 4:00 PM</b>	<b>Check-out time: 10:00 AM</b>

## Your No Worries Vacation Starts Here!

### Please take a few minutes to read the information below

[Vacation Rental Information Guide](#) – Contains important information about your vacation including answers to many questions you may have about our policies. In particular, please note the Vacation Rental Agreement on pages 2-3, the addendum on pages 3-6, and information on Red Sky Travel Insurance on page 6.

Advance Payment Request (APR) – Be sure to indicate your choice of Travel Insurance by initialing the appropriate line below to decline, or leaving it blank to accept.

### Your Vacation Rental Description

Cottage, 6 BR, 5 1/2 B. K \* K \* K \* Q \* Q \* Q, S \* 2QSS. **Sand Castle Club** linen service with beds made and mid-week tidy. Oceanfront 12' x 26' swimming pool, hot tub. Heated pool is available for an additional \$600 per week. Two spacious master bedroom suites on oceanfront each with whirlpool tub. LCD 20" TV/DVD; all BRs are oceanfront or ocean view with balconies or decks. Bonus area on top floor with second living area, game table and coffee bar with beautiful soundfront views. Playroom on ground level with 2 QSS, ping-pong table and 57" HDTV with DVR and HD channels and DVD. Outstanding floor plan, Brazilian cherry floors, designer decorated. Gourmet kitchen with granite countertops and stainless steel appliances. Elevator, gas fireplace, wet bar, icemaker, 7 cable TVs including 50" HD plasma with DVR and HD channels in main living area, 4 DVD players, Bose Bluetooth speaker, free unlimited long distance, answering machine, 2 dishwashers, 2 mini refrigerators and 2 full-size refrigerators, washer/dryer, water softener, wireless high speed Internet access, ceiling fans throughout. Covered porches and open decks all with furniture, gas grill, gazebo, enclosed hot/cold outside shower, garage. Weekly only. Available year-round. No smoking. No pets. 1809 Salter Path Road.

### Linen Options

1. Owner Provided: If the property description above states Sand Castle Club, Classic Carolina Club or Island Club, then the homeowner of your vacation home has provided bed linens and bath towels for you through Island Essentials.
2. Rented: If not provided by the owner, then you may elect to "join the club" by calling 888-598-1381 to reserve this amenity package, or by initialing below.
3. Brought from Home: If not Owner Provided or Rented, bed and bath linens are not provided and should be brought from home. For more information on linen, beach gear and baby gear rentals visit [www.IslandEssentials.com](http://www.IslandEssentials.com).
4. Beds Made: Unless otherwise stated in the property description, Bed Making is not provided at some properties. Properties that offer Beds Made upon arrival will read similar to this: "Sand Castle Club linen service with beds made." If you wish to add bed making to your vacation you may do so at a rate of \$12 per bed.

### CHECK-IN INFORMATION

CHECK IN TIME IS 4PM please check-in at our office located at 7501 Emerald Drive. If you'll be arriving after hours your keys will be left on the front porch in our locked key box. The code to access the key box is #6211#

# ADVANCE PAYMENT REQUEST / VACATION RENTAL AGREEMENT

7501 Emerald Drive  
Emerald Isle, NC 28594

Phone: 888-598-1381  
Fax: 252-354-2355

www.EmeraldIsleRealty.com  
Getaways@EIRealty.com

Emerald Isle Realty, as agent for owner, hereby rents to Tenant, and Tenant hereby rents from Agent, the Vacation Rental property described on this Agreement (referred to hereafter as the Premises) on the terms contained in this agreement. To confirm your reservation, e-sign the Vacation Rental Agreement and make your payment before the advance payment due date as stated below. Please check-in at our office. Should you arrive after our office is closed, your keys will be left in a locked key box on our front porch. The code to enter the key box will be sent with your Arrival Confirmation email.

We look forward to your beach visit.

<b>Date Booked:</b> Friday, May 4, 2018	<b>Total Accommodations:</b> \$ 4,760.00	
<b>Reservation #:</b> 729631	<b>Red Sky Travel:</b> \$ 373.00	
<b>Taken by:</b> kne	<b>Sales &amp; Room Tax:</b> \$ 606.90	
<b>Guest:</b> Customer Service 7501 Emerald Dr. Emerald Isle, NC 28594	<b>Total Amount:</b> \$ 5,739.90	
<b>Phone:</b> 252-3543315	<b>MAKING YOUR PAYMENT</b>	
<b>E-Mail:</b> none@noemail.com	Please pay close attention to the amount and due date listed below. If you do not want Travel Insurance please subtract that from your payment and initial below to decline.	
<b>Arriving:</b> Sunday, May 6, 2018 at 4:00 p.m.	<b>Payments Received to Date:</b> \$ 0.00	
<b>Departing:</b> Sunday, May 13, 2018 at 10:00 a.m.	<b>Payments Due Now:</b> \$ 5,739.90	
<b># of Nights:</b> 7	<b>Due 30 Days Prior to Arrival:</b> \$ 0.00	
<b>Max. Occupancy:</b> 12	If you have already paid in full, please sign this document. If you are unable to make your payment on time please call 888-598-1381 to make alternate arrangements.	
<b>Vacation Rental Name:</b> Atlantis 1809 Salter Path Road, Indian Beach, NC 28575 Rental Home Telephone: (252) 726-6701		

## Your Vacation Rental Description:

Cottage, 6 BR, 5 1/2 B. K \* K \* K \* Q \* Q \* Q, S \* 2QSS. **Sand Castle Club** linen service with beds made and mid-week tidy. Oceanfront 12' x 26' swimming pool, hot tub. Heated pool is available for an additional \$600 per week. Two spacious master bedroom suites on oceanfront each with whirlpool tub. LCD 20" TV/DVD; all BRs are oceanfront or ocean view with balconies or decks. Bonus area on top floor with second living area, game table and coffee bar with beautiful soundfront views. Playroom on ground level with 2 QSS, ping-pong table and 57" HDTV with DVR and HD channels and DVD. Outstanding floor plan, Brazilian cherry floors, designer decorated. Gourmet kitchen with granite countertops and stainless steel appliances. Elevator, gas fireplace, wet bar, icemaker, 7 cable TVs including 50" HD plasma with DVR and HD channels in main living area, 4 DVD players, Bose Bluetooth speaker, free unlimited long distance, answering machine, 2 dishwashers, 2 mini refrigerators and 2 full-size refrigerators, washer/dryer, water softener, wireless high speed Internet access, ceiling fans throughout. Covered porches and open decks all with furniture, gas grill, gazebo, enclosed hot/cold outside shower, garage. Weekly only. Available year-round. No smoking. No pets. 1809 Salter Path Road.

I Decline [Travel Insurance](#) (initial)

Initial here to decline Travel Insurance (Vacation Interruption Insurance). Read carefully! This involves your payment! The premium for Travel Insurance is included above. Travel Insurance covers most cancellation / interruption situations including mandatory evacuations. See [Vacation Rental Information Guide](#), page 6. If you do not want Travel Insurance, please initial above and deduct that amount from your payment. By initialing this form, you acknowledge you have read the addendum and choose not to accept the Travel Insurance. If you do not sign this document, or if you choose not to initial above, your insurance premium will be paid and is non-refundable.

[Click here](#) for the Red Sky Description of Coverage, and [click here](#) for a flyer about Red Sky Travel Insurance.

**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.**

**Your Payment of \$ 5,739.90 is due on 5/4/2018.**  
**(Subject to cancellation if payment not received on or before due date)**

---

## Vacation Rental Information Guide

### WELCOME!

Your reservation has been made and we are excited that you have chosen Emerald Isle and Bogue Banks on the beautiful Crystal Coast as your vacation or getaway destination. On behalf of the entire staff at Emerald Isle Realty, we promise to do everything possible to ensure that your vacation with us is the most memorable and enjoyable ever.

### ADVANCE PAYMENT REQUEST

Above is your Advance Payment Request (APR) and Vacation Rental Agreement (VRA). Please pay close attention to the VRA and addendum. Please take special note of the due date. No reminder will be sent! Should you need additional time or have financial considerations, special arrangements can be made by discussing this with the friendly folks in our reservations or accounting department. If no payment or word is received by the due date the reservation will be cancelled.

### LINENS

If your property states either Sand Castle Club or Island Club, then the homeowner of your vacation home has provided bed linens and bath towels for you as an extra special amenity. If neither linen club is mentioned in your description, then you may elect to "join the club" and reserve this amenity package for yourself. Simply call one of our friendly Vacation Planners prior to your arrival or initial above. Otherwise, bed and bath linens are not provided and should be brought from home.

### TRAVEL INSURANCE

For your vacation investment we are pleased to offer Red Sky Travel Insurance. This plan is optional but highly recommended. Red Sky outlines the many benefits this plan offers.

- To say "YES" to Red Sky Travel Insurance, sign the Advance Payment Request/Vacation Rental Agreement.
- To say "NO" to Red Sky Travel Insurance, deduct the amount of the Travel Plan from your total and initial to decline. This will be deducted from your balance upon our receipt of your signed Advance Payment Request/Vacation Rental Agreement.

### ACTIVITIES

Our concierge team of Activity Coordinators is looking forward to helping you plan your golf getaway, charter boat fishing trip, historical tours, kayaking, beach and baby equipment rentals, or any of the other fun activities or services that we offer. For area information, dining suggestions, or to book an activity, give them a call at 866.539.6088.

*Once again, thank you for selecting Emerald Isle Realty for all of your vacation needs.  
We look forward to warmly greeting you upon your arrival to our island.*

## Emerald Isle Realty, Inc.: Vacation Rental Agreement

1. **DISBURSEMENT OF RENT AND THIRD PARTY FEES.** Tenant authorizes Agent to disburse up to fifty percent (50%) of the rent set forth under "Account Information" 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 the Tenant, or as otherwise permitted under the Vacation Rental Act.

**Tenant agrees to pay \$25 processing fee for any check of Tenant's that may be returned by the financial institution due to insufficient funds or because Tenant did not have an account at the financial institution. Agent may also disburse, prior to tenancy, any fees owed to third parties to pay for goods, services, or benefits procured by the 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 occupancy.**

2. **TRUST ACCOUNT.** All payments made by the Tenant shall be deposited in a trust account in an insured bank or savings and loan association in NC. Tenant agrees that all payments 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 Agent (or as Owner directs) as it accrues and as often as is permitted by the terms of the account.
3. **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 tenancy. The vacation property should not be used or occupied by more than the maximum allowable number of occupants including Tenant's family, children, and guests. State health rules base occupancy on two persons per permitted bedroom. Tenant's breach of any duty contained in this paragraph shall be considered material and shall result in termination of Tenant's occupancy. Tenant may not use Premises for any other purpose or activity that violates any criminal law or governmental regulation. Commercial use of the Premises is prohibited. No pets allowed unless otherwise stated in this Agreement.

4. **PROPERTY DAMAGE.** Agent and Homeowner provides at no cost to Tenant the No Worries Protection Program against accidental damage reported before check-out, and requires no Security Deposit. Agent and Owner will not be responsible for loss, theft, or destruction of personal property of Tenant or his guests. Tenant shall not deface, destroy, damage or remove any or part of the property, or render inoperable smoke detector provided.
5. **AGENT DUTIES.** Agent agrees to provide the Premises in a fit and habitable condition. If at time Tenant is to begin occupancy of the Premises, and 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.**
6. **CANCELLATIONS/RESERVATION TRANSFERS.** If you should have to cancel your reservation please notify us in writing immediately. If your reservation must be cancelled for any reason, all money paid will be forfeited unless the home or condo is re-rented for the entire cancelled period and for the original rental amount. If re-rented for the original rental amount, all money paid will be refunded less the cancellation fee of \$250 and travel insurance premium. If re-rented at a lower rental amount, your refund will be decreased by the difference between the original rental amount and the lower rental amount, as well as the \$250 cancellation fee and any travel insurance premium. A change of rental dates for the same property during the current calendar year is considered a cancellation. PLEASE consider Red Sky Travel Insurance to avoid some of the risks associated with the necessity of cancellation. Guest will be refunded for any fees which are received through Emerald Isle Realty for goods, services, activity packages or rental items that have not already been paid out to third parties. Travel Insurance is nonrefundable. Please note: Emerald Isle Realty reserves the right to cancel or transfer reservation at any time prior to taking occupancy. Should this occur, reservation will be transferred to a comparable property or refund all monies received from Tenant.
7. **TRANSFER OF PREMISES (SALE OF PROPERTY).** (1) If Owner voluntarily transfers 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 grantee's interest in the Premises has been 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 (and other fees owed to third parties not already lawfully disbursed). Within 20 days after transfer of Premises, if grantee changes agents, the grantee or the grantee's original 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 he 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'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. (3) If the Owner's interest of the Premises is involuntarily transferred prior to Tenant's occupancy of the Premises, the Owner is required to refund to Tenant all advance rent paid by Tenant within 60 days after the transfer.
8. **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 through Red Sky Travel Insurance 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 the loss of use of the Premises due to a mandatory evacuation order.
9. **EXPEDITED EVICTION.** If the tenancy created hereunder is for 30 days or less, the expedited eviction procedure set forth in the VRA will apply. Tenant may be evicted under such procedures if Tenant: (i) Holds over 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.
10. **INDEMNIFICATION AND HOLD HARMLESS.** 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 VRA. Should an accident occur please report to EIR and an accident report will be filed and passed on to the homeowner of the property to forward to his insurance company. Tenant agrees that Agent, the Owner, or their representatives may enter the Premises during reasonable hours to inspect, make repairs, alterations or improvements thereto as Agent or Owner may deem appropriate, or 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 from Agent.

11. **OTHER TERMS AND CONDITIONS.** In Witness Whereof: This Agreement is executed in two counterparts with an executed counterpart being retained by each party hereto. This is a legally binding contract. If not understood, seek competent advice. A NC Real Estate Licensee may own the subject property. This Agreement shall be governed by and interpreted in accordance with the law of the State of North Carolina. This Agreement shall be treated as though it was executed in the County of Carteret, State of North Carolina, and was to have been performed in the County of Carteret, State of North Carolina. Any action relating to this Agreement shall be instituted and prosecuted in courts in North Carolina. Customer/Tenant specifically consents to such jurisdiction and to extraterritorial service of process. Amendments to this Agreement must be in writing and signed by all parties. This Agreement represents the entire Agreement of the parties, and there are no misrepresentations, inducements or other provisions other than those contained in the Agreement. Although individual needs and tastes vary, we will be unable to make other arrangements upon arrival. Emerald Isle Realty, Inc. shall not be held responsible for possible statistical, rate or printing errors.
12. **ADDENDA.** Tenant agrees that Tenant has received, read any such Addenda, and that they shall constitute an integral part of this Agreement. The Addendum follows below.

**Emerald Isle Realty, Inc. is conducting business under the VACATION RENTAL ACT (NC GENERAL STATUTES SECTION 42 A-1) for all Vacation Rental Agreements entered into on or after January 1, 2000. Emerald Isle Realty, Inc. acts as agent on behalf of the homeowner for vacation rental properties.**

## **Addendum to Vacation Rental Agreement**

**CHECK-IN INFORMATION** ~ Please check-in at our office located at 7501 Emerald Drive, corner of Emerald Drive and Black Skimmer Road.

**EXPRESS CHECK-IN/CHECK-OUT SERVICE** ~ During the summer months, weather permitting, enjoy our convenient express drive-through service at our very own little "Tiki Hut." Your rental account must be paid in full prior to arriving. Time to go home? A quick drive-through to return your keys, condo items and passes and you are safely on your way home.

**EARLY CHECK-OUT CONTINENTAL BREAKFAST** ~ For our summer guests checking out between 7:00-9:00 am on Saturday and Sunday, we are happy to offer our complimentary continental breakfast. This is a very popular option for many of our guests who wish to get an early start on their journey home.

**CHECK-IN TIME** ~ 4:00 pm check-in or later. Please plan your trip accordingly as keys cannot be released until check-in time. Occasionally, we may need the hours of 4:00 pm to 6:00 pm to perform additional cleaning or maintenance. No check-in will be permitted until your rental account has been paid in full, including all taxes and other fees. Upon check-in you will be issued 2 keys to your rental property and the appropriate number of parking passes. Condo rentals will include the necessary gate cards and passes that are permitted by the condominium management group. Directions to your rental property will be placed on the front of your check-in package.

**EARLY BIRD CHECK-IN & LATE CHECK-OUT** ~ A limited number of 1:00 pm check-ins and 1:00 pm departures are offered for those rental guests with special arrival/departure needs and must be requested at least 30 days prior to arrival. The fee for this special benefit is \$75 per option. We may not be able to offer the Early Check-In/Late Out services in certain rental properties if the Owner has the preceding/following week, or if urgent repair work is needed. When possible, you will be notified if we will be unable to provide these special services so that you may plan your trip accordingly. Our Express drive-through service is not available for Early Check-In/Late Out service. Since only a limited number are available each week, we recommend you discuss this with your Vacation Planner at the time of booking. Due to their luxurious size and the time we must give to their departure housekeeping, Sand Castle and Island Sand Castle homes are not available for either service.

**AFTER HOURS CHECK-IN** ~ Should you arrive after our office is closed, your keys will be left in a locked key box on our front porch. The code to access the box is #6211#. Please check-in with our office by 11:00 AM the following morning and pay any balances that may be due on your rental account.

**CHECK-OUT TIME** ~ 10:00 am. Sorry, no exceptions as we must have time to clean and inspect all properties for arriving guests unless you have arranged for our late check-out service in advance. Otherwise, a late check-out will result in additional charges to your rental account equal to one night's rent. Please return all keys, swim pins, bands, bracelets, gate cards and parking passes to our office. A fee will be charged for any items not returned. Tenant is responsible for cleaning all dishes, emptying refrigerator, securing all doors and windows and placing trash in outdoor receptacles upon departing. For our guests who have stayed in both sides of a duplex, please be sure to return all items, especially kitchen items, to the proper side before departure.

**OFFICE HOURS** ~ 9:00 am to 5:00 pm every day. During winter months (December-March) our office is closed on Sunday.

**PAYMENT INFORMATION** ~ All monies received by Emerald Isle Realty, Inc. are placed in an interest bearing trust account in an insured bank or savings and loan association in North Carolina with interest being paid to Agent. Emerald Isle Realty may disburse up to 50% of advance rent payments to homeowner and other payments to third party vendors prior to guests' occupancy. You will receive an Advance Payment Request/Vacation Rental Agreement. The Vacation Rental Agreement should be read over closely, signed and returned with advance payment (exact amount noted on agreement) for all weekly rentals. If you are renting for less than a full week or arriving within 30 days, the full payment will be requested in advance.

**METHOD OF PAYMENT** ~ When making reservations 30 days or more in advance, the preferred method of payment is personal

check and the advance rent payment must be received in our office within 3 days or reservation will be cancelled. Remember that your final payment is due 30 days prior to arrival. We will gladly accept personal checks for final payment if we have at least 30 days to process the check. Accepted forms of payment are in US funds only. For reservations made less than 30 days prior to arrival, immediate payment in full is required by American Express, Visa, MasterCard or Discover, or by certified funds.

**Notification for Accounts Receivable Conversion (ARC)**

*Checks received by Emerald Isle Realty, Inc. may be converted into an electronic debit for clearing. The creation of an electronic debit requires Emerald Isle Realty, Inc. to destroy the original check for privacy reasons. You will not be receiving your check back from the bank.*

**TAXES** ~ At this time North Carolina sales tax is 6.75% and Carteret County occupancy tax is 6%, for a total tax of 12.75% (subject to change by state or local government) which is added to all rentals of 90 days or less. Guests are responsible for paying all applicable taxes in full prior to checking in. Taxes will be disbursed to the governing authority upon check-out.

**OTHER CHARGES AND FEES** ~ Emerald Isle Realty has no reservation fee. Emerald Isle Realty may receive a commission or percentage from services provided through our office.

**SECURITY DEPOSIT** ~ We appreciate our rental guests, many of whom have been vacationing with us for three generations! Therefore, we do not require a security deposit or reservation fee, but instead, offer the complimentary No Worries Protection Program outlined below.

**NO WORRIES PROTECTION PROGRAM** ~ Since 1962 we have enjoyed great friendships with the rental guests who have become our dear friends over the years and know that intentional, malicious damage is a sad but extremely rare occurrence. At the same time, experience also tells us accidental damage can and will happen. Included with your rent at no additional charge to you is our No Worries Protection Program (NWPP). Emerald Isle Realty does NOT require a separate security deposit or a security deposit waiver fee in addition to the rent. Under NWPP you will not be required to pay for accidental damage to the home or the personal property of the Owner contained within the Premises, up to a limit of \$2,500 per reservation. Damages exceeding \$2,500 will be the responsibility of the Tenant. Under no circumstances does NWPP release a Tenant or any member or guest of their party from obligations imposed by the North Carolina Vacation Rental Act with respect to maintaining the Premises, including but not limited to, the following:

- A. keep the Premises as clean and safe as the condition of the Premises permit, and cause no unsafe or unsanitary conditions in the common areas and remainder of the Premises that You use;
- B. dispose of all ashes, rubbish, garbage, and other waste in a clean and safe manner;
- C. keep all plumbing fixtures in the Premises or used by the Tenant in working condition and as clean as their condition permits;
- D. not deliberately destroy or negligently destroy, deface, damage, or remove any part of the Premises or render inoperable the smoke detector provided by the Owner, or knowingly permit any person to do so;
- E. comply with all obligations imposed upon the Tenant by current applicable building and housing codes;
- F. be responsible for all damage, defacement, or removal of any property inside the Premises that is in Your exclusive control unless the damage, defacement, or removal was due to ordinary wear and tear, acts of the Owner or the Owner's agent, defective products supplied or repairs made by the Owner, acts of third parties not invitees of the Tenant, or natural forces; and
- G. notify the Agent in writing of the need for replacement and of repairs during the tenancy which continued presence or use would jeopardize the safety of tenants and guests or harm the premises including repairs to the smoke detectors or replacing the batteries as needed. You agree not to use the Premises for any activity or purpose that violates any criminal law or governmental regulation. Your breach of any duty contained in this paragraph after commencement of tenancy shall be considered material, and shall result in the termination of your tenancy with NO REFUND OF RENT.

Exclusions within the NWPP specifically limit Emerald Isle Realty's obligation to repair/replace and does not cover or release the Tenant from liability for damage due to the following:

1. intentional, willful, reckless, or malicious acts of the Tenant or others on the premises during the tenancy,
2. damage by pets,
3. theft from the premises of either the Owner's property or property belonging to the Tenant,
4. gross negligence of Tenant or intentional misuse of furnishings, appliances, equipment, or other amenities provided with the home,
5. damage caused while under the influence of alcohol or drugs,
6. damages to real property, furnishings, or any vehicles resulting from operation of a motorized vehicle by a Tenant,
7. Damages related to smoking in "No Smoking" homes,
8. Damages related to Henna tattoo stains
9. NWPP is limited to tenancies of 30 days or less provided to the Tenant and shall extend to all members of the Tenant's party and guests of the Tenant. In order to not be charged for incidents described under the NWPP all damages must be reported to Emerald Isle Realty before check-out. NWPP is not available for non-family or large groups such as weddings, reunions, or corporate retreats. We want to help you relax with a No Worries vacation so if that accidental damage occurs just give us a call. All of our homes now automatically include Emerald Isle Realty's NWPP.

**PRE-BOOKING SAME TIME, SAME PLACE** ~ We gladly accept pre-bookings for the same time, same place for the following year. Booking your same time, same place for the following year should be done in our office Monday-Friday during your stay. Remember, this is only a tentative reservation as homeowners have first right of refusal for dates available. Your tentative reservation is confirmed upon receipt of your signed Vacation Rental Agreement and initial advance payment.

**WINTER RENTALS** ~ Many of our homes are available for winter rentals during the off-season. However, due to the potential of freezing, most water lines to outside points are turned off. This may include hot tubs, swimming pools, outside showers, foot washes, hoses and fish cleaning tables. Please confirm the availability of any of these items at the time of booking. Contact our Long Term rental department for more information at LongTerm@eirealty.com or by calling 252-354-6149.

**NO TEEN HOUSE (SPRING BREAK) PARTIES ALLOWED** ~ Emerald Isle Realty will not rent to fraternities, school or civic groups or other nonfamily groups even if chaperoned by adults. Church retreats are acceptable. We reserve the right to terminate or reject rental if a reservation is booked under false pretenses. Emerald Isle Realty requires that the minimum age for a rental guest to enter into our Vacation Rental Agreement is 21 years of age or older.

**WEDDINGS & SPECIAL EVENTS** ~ Wedding & Special Event Homes adhere to special requirements and fees and must be booked through the Events Department. Should a wedding or special event be booked at any Emerald Isle Realty property without the consent of the Events Department, we reserve the right to adjust the fees on the reservation to reflect the requirements pertinent to the specific property. The guest shall be responsible for the payment of these fees alongside the normal reservation charges. The required fees may consist of, but are not limited to: refundable security deposits, event fee, event attendant's fee, additional rental rate and/or wedding package(s).

**MAY I BRING MY PET?** ~ Emerald Isle Realty is proud to be very pet friendly! Please note that the majority of our homes do not allow pets. A one-time non-refundable pet fee will be charged per pet for the vacation homes that do allow pets. Mobility, visually, or hearing impaired persons must show a tag issued by the NC Department of Human Resources, or upon showing that the dog is trained as an assistance dog, may have a pet in a "no pet" property. The Town of Emerald Isle has a leash law and a "pooper scooper" law that is strictly enforced. Pet owners must clean up after their pets on public and private property. We strongly encourage you to treat your pet for fleas and ticks prior to visiting our island. Please note the maximum number of pets allowed per property and amount of pet fee in each property description. This fee is not a damage deposit and is not refundable. Pets are not allowed in swimming pools or hot tubs. Please note: by bringing a pet to a non-pet property you will be charged additional fees associated with extra cleaning from housekeeping, professional pest control as well as professional upholstery cleaning. Families that rent a NO PET home often do so due to severe allergies.

**PEST CONTROL PROBLEMS** ~ Emerald Isle has an abundance of wildlife due to the ecology of our maritime area. Unfortunately, this also means that we have a large population of ants, water bugs, and fleas. In the case of a serious problem we will schedule an exterminator. Until he arrives, thorough vacuuming, keeping food in ziplock bags, taking the trash out of the home often and ensuring no crumbs on countertops will help. If you decide to purchase insect repellent and spray our office will reimburse you for the expense when you bring in the receipt.

**LIMITED OCCUPANCY AND OVERCROWDING** ~ The vacation property should not be used or occupied by more than the maximum allowable number of occupants including Tenant's family, children and Tenant's guests. Our island does not have a central sewage system. All cottages have individual septic systems, which are permitted by the Health Department for maximum occupancy in the cottage. Unless otherwise noted in the cottage description, Emerald Isle Realty follows the Carteret County Health Department regulations, which assume occupancy of two persons per advertised bedroom. Although additional bedding may be listed, this is for the convenience of providing privacy and adequate bedding for groups that may need to have separate lodging due to gender, age or marital status. Overcrowding is a serious situation and is grounds for immediate eviction. Do not jeopardize your family and friends' vacation by overcrowding. If necessary, please rent a second cottage or condo to allow for all the members in your group. Many of our homeowners are in the process of upgrading their septic systems to allow additional occupancy and this will be noted in either their brochure description or their on-line description on our website.

**VACATION HOMES LISTED FOR SALE** ~ In some cases, vacation homes may be listed for sale. Occasionally, properties may need to be shown to qualified buyers. You will be contacted to schedule a convenient time for showing.

**CANCELLATION BY HOMEOWNER** ~ Emerald Isle Realty, on behalf of the homeowner, reserves the right to cancel an agreement at any time prior to guest checking into property. In this event, Tenant will be refunded all monies paid and neither Emerald Isle Realty nor the Owner will be liable for any damages incurred as a result of the cancellation. Guest may be moved to an alternative vacation home and Emerald Isle Realty, in good faith, will make every effort to relocate guest, but if the substitute property is more expensive, guest must pay the difference. This is highly unusual and would require extraordinary circumstances for the homeowner.

**REAL ESTATE INFORMATION** ~ Emerald Isle Realty, Inc. and their Agents may hold interest in vacation rental properties. Emerald Isle Realty, Inc. 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 AND BED LINENS** ~ All vacation properties are set up for light housekeeping and cooking. All beds are provided with pillows and bedspreads. Guests should bring all paper products, cleaning supplies, condiments, staple items and bed and bath linens. If you are among the fortunate families staying in a beach home that include one of our Linen Club Services you may omit bed and bath linens. Otherwise, linen services are available for rental at an additional fee and should be reserved in advance.

**AMENITIES** ~ All of our beach homes and condos provide air conditioning, heat, television and basic cable service. Most vacation properties provide DVDs, and DVRs. No refunds will be made for malfunctions. However, EIR will attempt to provide a replacement or loaner, but supplies are limited. Cable TV service, satellite TV, telephone service and Internet access cannot be guaranteed as we have occasional interruption of service due to our island location.

**DEPARTURE CLEANING AND OUR NO WORRIES HOUSEKEEPING GUARANTEE** ~ The Emerald Isle Realty Housekeeping Team is extensively trained so that we can live up to our famous Housekeeping Guarantee, "We will correct any

housekeeping problem reported to us on day of arrival within two hours if reported by 7:00 pm in the summer months, or 5:00 pm in the off-season. After hours concerns are taken care of the next morning." Our departure cleans are inspected by certified housekeeping inspectors to ensure that our high standards have been met. No other vacation rental company in the area offers this service. This is why our housekeeping department shines as the best on the island.

Every property is inspected prior to check-in and after check-out and you will be billed if extraordinary cleaning is required. If there is evidence that you smoked in a non-smoking home you will be charged a fee of \$500. If you are one of our fortunate guests who are able to stay two weeks or longer, you may request a weekly mid-stay cleaning during the week by calling our housekeeping department (252-354-5077) to schedule your cleaning.

**NO WORRIES MAINTENANCE AND AFTER HOURS EMERGENCY SERVICE** ~ Our maintenance team works hard throughout the year to prepare your vacation home prior to arrival. If you should have need of their service for any repair or appliance maintenance, call during your vacation. It is their mission to take care of this for you within 24 hours of the day it was reported. If a part must be ordered, we will make every effort to expedite this as well. If you have need of our After Hours Emergency service, a maintenance technician will rapidly respond to your phone call. Since homes are individually owned we are unable to offer refunds when appliances fail, parts need to be ordered or other repair needs arise.

**NO WORRIES GUEST SERVICES** ~ Vacations should be the happiest days of the year for you. Our empathetic and caring Guest Services Representatives are here to assist you if any concerns arise during your stay with us. They are good listeners and problem solvers. Renting a private vacation home means we may also be coordinating any Guest Services recovery needs with input or guidance from the homeowner of your vacation home.

**OCEANFRONT STEPS, BOARDWALKS, DOCKS AND WALKWAYS** ~ Our area is prone to storms and nor'easters which may change the beach topography in many areas from year to year. Steps, docks and boardwalks may be missing or may not be replaced due to storm damage. NC Coastal Area Management Act guidelines sometimes prohibit the reconstruction of steps in narrow beach areas. Please ask your Vacation Planner for beach access information for your cottage or condo. The photo in the brochure or website may not accurately reflect the design of oceanfront steps, boardwalks, dune decks, docks or gazebos.

**HANDICAPPED ACCESSIBLE** ~ For the convenience of our guests who have special needs and prefer vacation homes that are wheelchair friendly, we have listed in the property description which areas of the home we consider being somewhat accessible. Unfortunately, none would meet the ADA standards for handicapped accessibility, but do have ramps, elevators and/or accessible baths. The Emerald Isle Fire Department (252-354-2445) has all-terrain wheelchairs available 7 days a week on a first come first serve basis for visitors and residents with special needs who wish to go on the beach.

**GRILLING** ~ North Carolina Law prohibits grilling on the decks and balconies of rental properties. Grilling is permitted only on concrete surfaces away from wooded areas or structures. If the Owner provides a grill, rental guest is responsible for the cleaning. If a grill is not provided in your vacation property, gas and charcoal grills are available for rental through our office. Our Vacation Planners will be happy to handle this for you.

**DRIVING ON THE BEACH** ~ The Town of Emerald Isle allows vehicles on the beach from September 15 through April 30, except during Easter week. A special permit is required and must be purchased from Emerald Isle Town Hall from 8:00 am to 5:00 pm Monday-Friday (not available on weekends). For an application and information about hours vehicles are permitted on the beach, contact Town Hall (252-354-3424) or visit their website at [www.EmeraldIsle-NC.org](http://www.EmeraldIsle-NC.org). We ask that you be aware that the beach strand is an environmentally sensitive area and driving on the beach should be discouraged during turtle nesting and hatching season, which runs from May through the end of October.

**REVERSE FLOOR PLANS** ~ Some of our property descriptions indicate the property is a "reverse floor plan." For those that do, a reverse floor plan design is with the majority of the bedrooms on the first level and the kitchen and living areas on the top level. Outstanding views from the living area would be an attractive feature of these homes that have a "reverse floor plan."

**PEG LOTS** ~ In some of our oceanfront and soundfront subdivisions, developers have sub-divided the parcels of land so that the houses are staggered as to their placement on the lot. Each home does offer a direct water access, but some homes may be closer than others to the waterfront.

**TELEPHONES** ~ With few exceptions many of our vacation properties are equipped with telephones for your convenience. While some of our homes provide free long distance, most do not. If your vacation home has a long distance block you can still call long distance by using a calling card or calling the operator and using a credit card. If your home does not provide a telephone it will be noted in the property description.

**CONSTRUCTION** ~ Occasionally, you may experience construction in your neighborhood during your stay. Please be patient and understanding if this situation should arise. Emerald Isle Realty will do everything possible to contact the contractor if this is a problem and see if they can change their hours of work. Hours of work is allowed from 7am until 7pm every day. However, no refunds can be made and we will be unable to move you to another home in the event of construction noise or problems.

**LUXURY AMENITIES** ~ Swimming pools, hot tubs, spas, whirlpools, jacuzzis, projection TVs, elevators, golf carts and other such amenities and appliances cannot be guaranteed to be in good working order. Every effort will be made to have them in good working order but no refunds or discounts will be made in the event they are inoperable during your stay. Guests use these amenities at their own risk.

**ELEVATORS** ~ Some of our homes and condos offer elevators to aid with those with limited mobility. Elevators cannot be guaranteed to be in good working order. Every effort will be made to have them in good working order but no refunds or discounts



will be made in the event they are inoperable during your stay. Guests use these amenities at their own risk.

**HOT TUBS** ~ If a hot tub is provided with your cottage, it will be prepared and tested for proper and safe chemical levels by a certified pool and spa operator prior to or on the day of your occupancy. The treatment is designed to last the duration of a one-week stay. Rules and regulations are posted and must be followed. Misuse of tubs by spilling of foreign substances, excessive sand, suntan oil, etc. will incur a service call charge. An additional mid-week clean is available at \$45 per service. No hot tubs other than those supplied with the cottage are permitted unless prior approval is given by Emerald Isle Realty. Under no circumstances are pets allowed in hot tubs. Violation of this rule may result in expedited eviction.

**SWIMMING POOLS** ~ Many rental guests love the idea of extending the swimming season by choosing homes with private pools. Realistically, the weather is favorable for outside pool use only from late April through mid October even when heated. Private pools in rental homes will be open from mid April through the end of October, weather permitting. A limited number of our homes may elect to make the pool available outside these dates for an additional rental amount. Please check with one of our vacation planners for availability and the additional rental amount if you are interested in this option. Misuse of pools by spilling of foreign substances, excessive sand, suntan oil, etc. will incur a service call charge. Under no circumstances are pets allowed in pools. Violation of this rule may result in expedited eviction.

**HEATED POOLS** ~ For our homes with pools that offer the heated pool option, the published rental rates do not include pool heat (unless noted in the cottage description). Price of pool heat is subject to change, based on market costs of fuel. Emerald Isle Realty heats pools April 15 through May 30 and September 15 through October 30. Even during these dates, Emerald Isle Realty may decide not to heat pools due to weather related issues. Please note that during times of extremely low temperature and/or high winds, pools may not heat to an acceptable temperature. During these extreme conditions or when outside temperatures are predicted to be below 60 degrees, Emerald Isle Realty will determine if the pool heat will be turned on for guest use. Once pool heat has been turned on, in the absence of mechanical failure, no monies will be refunded due to customer request. Pool heat, when selected and paid as part of the reservation, is turned on the day of arrival. We make every effort to ensure pool heaters are in good working order. Refunds for malfunctions are prorated based on the additional pool fee not on the published property rental rate.

**SEASONAL USE OF NEIGHBORHOOD AND CONDOMINIUM SWIMMING POOLS** ~ Swimming pools are listed in the property description if they are available. The hours of operation and time of year for swimming pools (especially in private subdivisions or condominium complexes) to be available for use is at the sole discretion of the Homeowner's Association and/or complex manager. Swimming pools are generally available for use from Memorial Day to Labor Day. Our Vacation Planners will be happy to answer specific questions.

**SEASONAL USE OF FIREPLACES** ~ Fireplaces may be used October through April. Only advertised fireplaces described in this brochure are for use by the guests. Firewood is not provided. Happily, May through September are our warm months and the fireplace will not be missed.

**BEACH STRAND** ~ Please note that beach widths vary in front of cottages and condos. Please feel free to discuss this with your Vacation Planner or let us know if you should have any specific needs.

**BOATING IN BOGUE SOUND** ~ Bogue Sound is the bay that separates our island, Bogue Banks, from the mainland. Generally speaking, water may be as shallow as 1-2 feet at low tide, so shallow draft boats are ideal. We cannot guarantee that you may dock your boat at all of the soundfront homes we manage due to water depth. Local marinas may have space available that should be reserved ahead. We are happy to assist you with marina arrangements prior to your arrival. Likewise, parking for boat trailers is not guaranteed at all properties, but may be arranged through the local marina.

**RESIDENTIAL PARKING** ~ Parking anywhere other than the driveway provided is prohibited. Nearly all of our homes have septic drain fields and sprinkler systems that could be damaged. Campers, trailers, RVs, boats and boat trailers are not allowed at some locations. Parking is limited to 2 cars at condominium locations. If a guest has a special parking need or question please contact our office.

**TOWN LAWS** ~ Emerald Isle Town Laws prohibit campfires, overnight camping (except in campgrounds) and glass of any kind along the beach. Beach tents may not be left on the beach strand overnight as they interfere with loggerhead turtle nesting. Motor homes may not be plugged into electrical outlets at cottages, connected to septic systems, or used for accommodations.

**PUBLIC ACCESS** ~ Pedestrian access areas to the ocean and sound are located about every 500 feet, usually at the end of the street. In some areas, this will be an established path through the dunes; in others, a wooden boardwalk. Emerald Isle also has two large regional oceanfront beach accesses with bath house and shower facilities. Many of our early arrival families have discovered these to be a fun way to begin their vacation on the beach.

**MESSAGES, MAIL, FAX** ~ Telephone messages may be received through our office, however, only emergency messages will be delivered. Mail may be sent to our office at 7501 Emerald Drive, Emerald Isle, NC 28594. Please check with our office for pick-up. Faxes may be sent and received via our office (252-354-2355) for a nominal per page fee. Emerald Isle Realty shall not be held responsible for messages, faxes or mail lost, not received, or for guest notification. Please enjoy our free Wi-Fi connection in our lobby.

**LOST & FOUND** ~ Although we cannot be held responsible for items left behind, we do make every effort to locate and return them to you. Contact our office and items found would be sent UPS COD and a \$15 handling fee will be included. Unclaimed items will be donated to local charities after thirty days.

**VACATION RENTAL ACT** ~ The North Carolina Vacation Rental Act applies to all Emerald Isle Realty rental agreements of 30

days or less and places rights and obligations on both Landlords and Tenants. See our website at [www.EmeraldIsleRealty.com](http://www.EmeraldIsleRealty.com) or request a copy from your Vacation Planner for details.

## Thank you for making your vacation plans with Emerald Isle Realty!

Guest has read, acknowledges, and accepts the terms set forth within this Vacation Rental Agreement and the policies incorporated herein including provisions concerning trip insurance and cancellation.

To signify your acceptance of this agreement, type your name below **exactly** as it appears on Page 1 of this Rental Agreement.

**X Customer Service**

IP Address: 24.106.208.170 Date: 5/4/2018

MANAGEMENT FIRM:

**Emerald Isle Realty**

**By: *Mark Wax***

NC Real Estate License #56835

AUTHORIZED AGENT

---

**Guest Signature**