

**CONFIRMATION  
LEASE AGREEMENT TERMS**

**Please see paragraph 1 for payment terms & conditions.**

**THIS IS A VACATION RENTAL AGREEMENT UNDER THE NC VACATION RENTAL ACT. THE RIGHTS AND OBLIGATIONS OF THE PARTIES TO THIS AGREEMENT ARE DEFINED BY THE LAW AND INCLUDE UNIQUE PROVISIONS PERMITTING DISBURSEMENTS OF RENT PRIOR TO TENANCY AND EXPEDITED EVICTION OF TENANTS. MUST BE 25 YEARS OR OLDER TO BE LEASEHOLDER.**

Cancellation of a confirmed reservation is required in writing via mail, email or fax prior to Check-In. Every effort is made to rebook the home. If the home is re-booked at the full rate and confirmed with payment, all monies less paid travel insurance and administrative fee will be returned to the Leaseholder. Any additional expenses incurred are at the cost of the leaseholder. If not re-booked, the balance payment will be due in accordance with the terms of this agreement. A confirmed reservation that transfers to a different home is considered a cancelled reservation with applicable cancellation policy.

**YOUR SIGNATURE ON THIS AGREEMENT, OR PAYMENT, OR TAKING POSSESSION OF THE PROPERTY AFTER RECEIPT OF THE AGREEMENT IS EVIDENCE OF YOUR ACCEPTANCE OF THE AGREEMENT AND YOUR INTENT TO USE THE PROPERTY FOR A VACATION RENTAL.**

**1) ACCOUNTING: ALL ADVANCE RENT PAYMENTS, BALANCES AND SECURITY DEPOSITS ARE DEPOSITED IN ELAN VACATIONS INTEREST BEARING TRUST ACCOUNT AT FIRST BANK, WITH ALL INTEREST ACCRUED PAYABLE TO ELAN VACATIONS. ADVANCE RENT PAYMENTS, UP TO 50% OF TOTAL RENT, ARE DISBURSED TO PROPERTY OWNERS ON A MONTHLY BASIS IN ADVANCE OF OCCUPANCY. GUEST ACKNOWLEDGES THIS AND RELEASES ANY RIGHT FOR CIVIL SUIT AGAINST ELAN VACATIONS FOR ANY LOSS. ELAN VACATIONS MAY RECEIVE A FEE FROM OUTSIDE VENDORS FOR PROCURING OR PROVIDING ADDITIONAL GOODS AND SERVICES TO GUESTS INCLUDING, BUT NOT LIMITED TO TRIP INTERRUPTION INSURANCE.**

**A. All Payments.** Advance Payment is due at the time of booking. Payment should include one half of the base rent, a \$100 admin fee plus the deposit damage waiver and applicable fee taxes, along with the Travel Insurance Premium. Acceptable forms of payment include credit cards, debit card, personal checks, money orders and certified/cashier checks. Return check fee is \$35. Payment not received within 48 hours will be automatically cancelled without further notice. Travel Insurance must be declined within 24 hours of confirmation of the reservation. If Travel Insurance is not declined within 24 hours of confirmation (the payment of the 1<sup>st</sup> payment), the Travel Insurance will remain on the reservation and there will be no refund of premium. A receipt of payment will be sent to the leaseholder when a payment is received, via email. Balance including NC Sales & Lodging Taxes (currently totaling 12.75% for Currituck & Dare Counties and are subject to change). The tax rate in effect on the date of occupancy shall be the prevailing rate, even if the rate was different at the original booking of the reservation. Any remaining balance is due 30 days prior to arrival.

**B. Payment Plans:** Reservations can also be secured with a non-refundable advance payment of \$500.00 with the remainder of the initial payment due no later than 30 days from date of booking. All other restrictions/requirements of paragraph 1A apply.

**2) ACCOMMODATIONS:** Individually and privately owned, each rental home reflects the tastes of its owner(s). Each is equipped with basic housekeeping items and Elan's Standard Items List (see Paragraph 12); laundry, cleaning or paper products are not furnished. Linens and towels are furnished in all homes. Every effort is made to assure accurate descriptions with no misrepresentation intended. Substitutions and refunds will not be made upon arrival for any reason. Elan will not be held responsible for errors in printing or omissions on our website, changes made by Owners or matters out of our control (i.e. noise, construction, weather, etc.). Distances to the beach are approximate. Complaints regarding accommodations must be submitted in writing to Elan prior to check out for submission to Landlord. Mobile/RV campers are not permitted hook up to utilities or as sleeping accommodations at any Elan rental home. None of Elan's homes host special events. Agent considers Guest hosting a special event without Agent's knowledge a material breach of this Agreement and grounds for immediate eviction. Lease holder violating this policy agrees to immediately pay an amount equal to a minimum of \$1,500 in liquidated damages.

**3) AMENITIES:** Neighborhoods with outdoor swimming pools can generally be expected to be available for use from Memorial Day thru the end of September, weather permitting. Homes with Private Pools afford pool use, weather permitting, from approximately mid-May through mid-October unless otherwise noted or advertised. Private pool and/or Hot Tub at each home is exclusive to that property and its Guests only. Trespassers will be prosecuted. Homes with wood burning (firewood not included) and/or gas fireplaces are available October 1 – May 1 only. Amenities cannot be guaranteed and Elan Vacations will not be held responsible for any amenities which are closed for reasons out of our control.

**4) DOGS:** Dogs and/or any other types of pets are not permitted in any Elan rental home, with the exception of homes designated as "Pets Permitted" limited to 2 domestic, housebroken, non-destructive adult dogs (no puppies) with a 50 pound weight limit each. Additional rules/restrictions may apply with some homes. A non-refundable fee is applied to each reservation. Declare dogs at the time of making reservation. Dog (s) in or on the premises of non-pet homes is a non-negotiable breach of lease with grounds for immediate eviction without refund and without exception. Your visitors may not bring pets to the premises. Each township enforces a pet ordinance, which is subject to change, and most require dogs to be leashed at all times. If allergic, be aware that some landlords bring pets of their own, some other than dogs, to non-pet homes. Please inquire prior to reserving.

**5) GUEST OBLIGATIONS:** (a) Reasonable and orderly conduct by all tenants in the leased residence with respect given to the terms of this lease, the property, the law and the neighbors; (b) Guest is responsible for damages as outlined under Damage Deposits (see Paragraph 12); (c) Guest agrees to indemnify and save Agency and its employees free and harmless from any liabilities for any loss or damage whatsoever arising from, related to, or in connection with rental of the premises, including, but not limited to, any claim or liability for personal injury or damage or loss of property which is made, incurred or sustained by Guest (leaseholder) or Guests of Guests except only such personal injury caused by the negligence or intentional acts of the Owner or his Agent; (d) Guest agrees to evacuate the premises if State or local authorities, acting pursuant to Article 36A of Chapter 14 or Article 1 of chapter 166A of the North Carolina General Statutes, order a mandatory evacuation of an area that includes the leased premises, in which case Guest must take all possessions as re-entry cannot be guaranteed. Should any of the terms of the agreement be breached by Tenant, resulting in legal action on the part of the Agent or Owner against Guest(s) and Agent or Owner prevails in court or a settlement is reached, Agent and/or Owner shall be entitled to collect from Tenant all costs of said legal action including, but not limited to, reasonable attorney's fees. Any disputes between parties remain confidential. Customers shall not make or encourage others to make any public statement that is intended to, or reasonably could be foreseen to, embarrass or criticize the company or its employees, without obtaining prior written approval from the company.

**6) TENANT TO MAINTAIN DWELLING UNIT:** The tenant of a residential property used for a vacation rental is responsible for leaving the property clean, free of damages, and essentially in the same condition found at the start of the rental period. Should your home require extra cleaning because you left the house in poor condition, you will be charged an additional cleaning fee.

**7) NON-AVAILABILITY:** Should the home confirmed by Guest become unavailable for any reason whatsoever, Agent will inform Guest when non-availability is absolutely certain, and prior to check in whenever possible. Every attempt to relocate Guest to a comparable home will be made, unless Guest requests a full refund in which case, all monies will be immediately refunded except in the event of bankruptcy or foreclosure. Guest specifically agrees that neither Agent nor its employees shall be liable in any way for refund of any monies paid as a rental deposit or rent or loss or damages due to the unavailability of the home caused by the bankruptcy of the Owner or foreclosure action pursued against Owner or the home. Guest is responsible to pay any rental amount on a substitute rental home that exceeds the original reservation amount.

**8) OCCUPANCY:** The lease period begins at check in on arrival date and ends at 9:00 AM on departure date with a rental rate based on (7) nights occupancy. Check in time is 3:00 PM; however, that time may be delayed due to unforeseen circumstances. Every effort will be made to ensure a timely check in. Keys may be released prior to the 3:00 check in time prior to the home being ready for occupancy. Restricted solely to the specific number of occupants as described/advised for each home (only babies sleeping in cribs are not included in occupancy count). **ALL RENTALS ARE TO FAMILY GROUPS ONLY. UNRELATED GROUPS OF RESPONSIBLE ADULTS (AGE 25 OR ABOVE) MUST HAVE PRIOR AGENT APPROVAL, and will be required to pay a minimum of \$1000 Security Deposit.** Elan Vacations will not rent to anyone under age 25 (legal photo ID required upon request of Agent) and Leaseholder must be in occupancy of said unit during the entire lease period. Agent reserves the right to deny occupancy, evict and refuse refund to anyone at any time that is in violation of the terms of this lease agreement or appears to be detrimental to the property. Grounds for an Expedited Eviction Hearing (no sooner than 12 hours after service upon tenant and no later than 48 hours after such service) pursuant to Section 42A-24 of the North Carolina General Statutes shall include (a) holding over possession after tenancy has expired; (b) commission of a material breach of the terms of this agreement resulting in termination of tenancy; (c) failure to pay rent as required by this agreement; or (d) obtaining possession of the property by fraud or misrepresentation.

**9) POOL AND SPA RULES:** An Elan home equipped with a private pool and/or spa requires that Guest(s) agree to follow these pool and spa rules: (a) Use amenities at your own risk and dial 911 for emergencies; (b) No diving, running or reckless play allowed; (c) Keep all gates and closures closed at all times; (d) Report all problems to Elan Vacations immediately; (e) Shower before using the amenity; (f) No swimming alone; supervise children at all times and do not leave them unattended; (g) Use all pool equipment for its intended purposes only; (h) No glass or glass containers around the amenities; (i) Do not add any chemicals or other agents to the pool or spa; (j) Replace spa and/or pool cover (where provided) when not in use; (k) Test the water temperature and depth before entering; (l) Anyone with health problems or a condition (such as high blood pressure or pregnancy) prohibiting usage should beware and consult a physician prior to use; (m) Avoid alcohol use with amenities; (n) Use of the amenities is limited to the actual leased occupants of the home; (o) Unsanitary condition(s) resulting from Guest's use requiring drastic measures such as water replacement, shock treatment, etc. is at Guest's expense and indulgence for time to render amenity usable; (p) Call Elan for service and do not attempt to operate any pool equipment including pump, vacuum, etc.

**10) REPAIRS / RIGHT OF ENTRY / REFUNDS:** Report all inoperative and/or missing equipment to Elan Vacations immediately. Service must be scheduled and may require parts to be ordered. Problems will be corrected as soon as humanly possible. Priority is given to air conditioners/heat, refrigeration, plumbing/septic, water or electrical problems. Agent or authorized employees or repairmen, and landlord will have right of entry at any time. No refunds issued for delay of check in or early check out (for any reason), damage to Guest's belongings due to malfunctioning equipment/appliances, discoloration of clothing due to chemical content of water, mechanical failures of appliances/electronics, interruption/loss of utilities (including cable or internet), or inclement weather including hurricanes or other acts of God. Landlord to provide fit and habitable premises per statute #42A-31.

**11) DAMAGE DEPOSIT / DAMAGE DEPOSIT WAIVER:** You have the option of paying a non-refundable damage deposit waiver fee OR you may decline the waiver fee in favor of a traditional security deposit. The waiver fee covers accidental damage to your rental, with a limit of \$1500. You will be responsible for any damage above that amount. The waiver does not cover intentional damage, damages resulting from non-compliance with the terms of this Agreement, or damages resulting from negligence of guest. You must complete a Report of Accidental Damages form, which must be obtained from the rental office within 24 hours of incident, or your waiver is void and you will be held responsible for any damages. If you choose to decline the security deposit waiver, a refundable security deposit in the amount stated on this agreement will be included in the charges on your reservation confirmation. Refundable security deposits are held in accordance with the Tenant Security Deposit Act and the Vacation Rental Act and are either returned in full within 45 days of departure or accounted for if there are any

charges to the security deposit. Pet damage is the responsibility of the leaseholder.

12) **STANDARD ITEMS LIST (SIL):** Each rental home is equipped with the following items unless otherwise stated: Beach chairs (5 minimum), barbeque grill (charcoal or gas), blender, central air/heat, coffeemaker, color cable television or satellite, deck furniture, dishwasher, enclosed outside shower, fully equipped kitchen (accommodates the total occupancy number), icemaker or ice trays, microwave, pillows & blankets, linen & towels, stereo, toaster, vacuum, washer/dryer.

13) **TELEPHONE AND INTERNET:** Elan Vacations does not guarantee, nor can we be held responsible for, internet connectivity or speed. Each individual homeowner contracts directly with an ISP and due to various reasons, Infrastructure, operating systems, etc.) service cannot be guaranteed. No refunds will be awarded due to lack of service.

14) **TRAVEL INSURANCE:** Travel Protection is collected in advance and is automatically added to the first Advance Rent Payment Due amount and paid to the insurance agency on a monthly basis. Travel insurance is calculated on a percentage of the total trip cost less security deposit and coverage becomes effective 24 hours following receipt of payment by Elan Vacations. Insurance is strongly recommended in that failure to obtain coverage may result in failure to recover your vacation financial investment due to elements, accident, hurricane evacuations, and other acts of God. Travel Insurance is available to guests residing in North America for at least six (6) months out of the year. Please refer to the website for additional Travel Insurance information. Travel Insurance may be declined either online or by calling our office within 24 hours of reservation confirmation. Failure to decline within 24 hours will result in payment of the premium to the Travel Insurance Company and no refunds will be made.

This document contains the entire agreement between the parties and may not be amended except by document executed with the same formality as this document.

*Thank you for choosing Elan Vacations to assist with your vacation needs and for your kind regard to all terms of this agreement.*

866.760.ELAN(3526) • Fax 252.491.6947 • 8648 Caratoke Hwy, Powells Point, NC 27966 revised 9-2016