



Pirate's Cove
Vacation Rentals & Property Management
1 Sailfish Drive • Manteo • North Carolina • 27954

Vacation Rental Agreement
Please sign and return

Rentals@Pirates-Cove.com
Phone: 252.473.6800 Fax: 252.473-6412

Property Number: RV19

Date: 06/25/09 **Reservation #:** 112379

Simnivas Putta
13832 Jefferson Park Drive
Apartment 8204
Herndon, VA 20171

Arrival Date: 06/30/09
Departure Date: 07/03/09
Number in Party: 10,
Rudder Village #19

CHECK-IN TIME AFTER
4:00 P.M.
CHECK-OUT TIME BY
10:00 A.M.

Property Charges

Rent \$851.00

Tax \$100.01

\$553.64 owner discount applied
Guest declined travel insurance

Travel Insurance \$0.00
Total \$951.01

Property Description:
PROPERTY FOR SALE. Canalfront. Non smoking, Pet free home. 4 Bedroom, 3 Bath, Saturday. Accommodates 8. 3Q, 2T. Community pool, 35' of dock space located at Rudder Canal #44, Sea-Doo dock, . Covered parking for boat or jet ski trailer. Master bedroom with Queen bed and Jaccuzzi tub in master bath, 2nd and 3rd bedrooms with Queen beds, 4th bedroom with set of bunk beds, 4 TVs, 2 VCRs, 2 DVDs, stereo with MP3 jack, gas grill, ceiling fans, deck with furniture, outdoor shower. View of canal. Parking for 3 vehicles maximum.

Property Phone: 2524736466

Total amount of rental including tax: \$951.01
Minimum Deposit of 1/2 of the total , required 10 days from 06/25/09
Payments Received To Date: \$951.01

(All balances must be paid 30 Days Prior to Arrival No other notice will be sent)

Please process the balance due of \$ _____ in my credit card 30 days prior to my arrival

Please Note

RESERVATION WILL BE CANCELLED IF YOUR PAYMENTS ARE NOT RECEIVED ON TIME

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 THE RENT AND EXPEDITED EVICTION OF TENANTS. YOUR SIGNATURE ON THIS AGREEMENT, PAYMENT OF MONEY, OR POSSESSION OF THE PROPERTY IS CONCLUSIVE PROOF OF YOUR ACCEPTANCE OF THE AGREEMENT AND YOUR INTENT TO USE THIS PROPERTY FOR A VACATION RENTAL.

Travel insurance is optional. To decline coverage you must initial acknowledgment that you have read paragraphs 5 and 8 and understand your rights and our policies regarding cancellations. If you are choosing to decline this coverage please deduct the travel insurance premium from your last payment

By signing below I agree to the terms and conditions of this agreement. My signature acknowledges receipt of the complete agreement.

X			
Signature	Date	Broker	Date

The Owner of the above cited property (landlord), by and through Pirate's Cove Vacation Rentals & Property Management, Agent does hereby lease to tenant who hereby leases the property from Landlord for the above period on the following terms and conditions.
1. **Execution of Lease** - THIS VACATION RENTAL AGREEMENT SHOULD BE SIGNED AND RETURNED TO AGENT WITHIN TEN (10) DAYS FROM THE DATE REFLECTED IN THE UPPER LEFT HAND CORNER OF THE RENTAL AGREEMENT. However, No vacation rental agreement shall be valid and enforceable unless the tenant has accepted the agreement as evidenced by one of the following:

- (A) The tenant's signature on the agreement.
- (B) The tenant's payment of any monies to the landlord or real estate broker after the tenant's receipt of the agreement.
- (C) The tenant's taking possession of the property after the tenant's receipt of the agreement

2. **Receipt of Rental Funds.** Taxes and Fees (hereinafter "total Payments") Tenant shall be required to pay 1st payment within ten (10) days of making reservation. The balance payment shall be due thirty (30) days PRIOR TO CHECK-IN. Pirate's Cove Vacation Rentals & Property Management will not send out a balance reminder statement. Balance payments not received by the due date are subject to cancellation. Rental funds may be paid with cash, personal check, certified check, and money order, Visa or MasterCard. Pirate's Cove Vacation Rentals & Property Management accepts payment by cashier checks, money orders, cash, and personal check (unless reservation is accepted 30 days or less prior to arrival). Payments in form of personal check, money order or cashier's check should be mailed to Pirate's Cove Vacation Rentals & Property Management, 1 Sailfish Drive, Manteo, NC, 27954. We accept Visa, and MasterCard, please call our office, at 252.473.6800. The credit card holder's name must match the name of the Vacation Rental Agreement. A \$25.00 charge will be added to all returned checks. If the reservation is booked within thirty (30) days period prior to arrival, your payment in full is due immediately. **No Personal checks will be accepted within the 30 (thirty) days prior to arrival**

3. **Disbursement of Rental Funds** - Agent may disburse up to fifty percent (50%) of the gross rent to Landlord within thirty days of the execution of this agreement. Agent may disburse prior to occupancy any fees owed to third parties to pay for goods, services, or benefits procured by Agent or Landlord for the benefit of the Tenant, including administrative fees. The Tenant's agreement to advanced disbursement of rental payments shall not constitute a waiver or loss of any of the tenant's rights to reimbursement of such payments if the Tenant is lawfully entitled to reimbursement pursuant to paragraph 3B hereof. Balance payment funds shall be maintained in the aforementioned trust account and shall not be disbursed until the occurrence of one of the following:

- A. The commencement of the tenancy, at which time the remaining funds, may be disbursed by Agent in accordance with the terms of this agreement.
- B. The tenant cancels or commits a material breach of this agreement.
- C. The Agent refunds the money to the tenant.

4. **Deposit of Rental Funds**- All payments made herein to the Agent may be deposited into an interest bearing property management account with **BB&T Bank** located in Nags Head, NC. **Interest earned shall be deemed solely the earnings of Pirate's Cove Vacation Rentals & Property Management.**

5. **Insure America Protection plus Trip Insurance**- This vacation rental agreement includes optional trip protection insurance intended to protect Tenant's travel investment in the event of unforeseen circumstance that would cause cancellation including mandatory evacuation. Tenant will be provided a document detailing the plan, which will also serve as Certificate of Insurance and description of services. Coverage goes into effect when the premium is paid. No refunds will be issued for insure America premiums paid. The premiums for this insurance can be found on the 1st page of this agreement. **Mandatory Evacuation** - In the event State or local authorities order a mandatory evacuation of the property, the tenant shall comply with the evacuation order. Tenant shall not

be entitled to a refund from Agent or landlord if the tenant refused insurance offered by Agent that would have compensated him/her for losses or damages resulting from loss of the property or if tenant purchased insurance offered by Agent. To decline this coverage please see page one of your Vacation Rental Agreement.

6. Property Damage/Security Deposits – Please report to our office, any damages upon your check-in or accidental damage that occurs during your stay. Tenants are responsible for all damages, including damage caused by negligence, willful and wanton conduct and pet damage. Agent may require a payment of a tenant security deposit as Agent and Owner agree appropriate. This deposit will be fully refunded within 45 days of your departure provided there is NO DAMAGE to the unit. If Pirate's Cove Vacation Rentals & Property Management withholds all or part of the security deposit, Tenant shall be provided an accounting of the funds withheld and an opportunity to object in writing to the failure to fully refund the deposit. Notwithstanding any language contained herein, the security deposit may be applied to actual damages caused by the Tenant as permitted under the Tenant Security Deposit Act. **Security Deposits are deposited in an interest bearing account at BB&T Bank in Nags Head, NC. Interest accrued belongs to the Agent.**

7. Accounting- Tenant shall be entitled to an accounting of all deposits and payments made if written request for such information is made within a reasonable period prior to the Tenant's occupancy of the property.

8. Cancellations and Transfers - Requesting a transfer to another unit is a cancellation. **If you must cancel your confirmed reservation regardless of reason, the cancellation must be in writing.** If you have purchased Insure America Protection Insurance, please contact them at 1-888-826-1300 to determine if your cancellation is for a covered reason. If it is, please file a claim with Insure America for reimbursement. If you have not purchased Insure America Protection Insurance and the property is not re-rented for the canceled period, YOU WILL FORFEIT YOUR PAYMENTS MADE TO DATE. If you are paid in full and the property does not re-rent, YOU WILL FORFEIT ALL MONEY PREPAID. If the property is re-rented, all money pre-paid (less the cancellation fee) will be refunded.

9. Refund - If, at the time the Tenant is to begin occupancy of the property, the Landlord or Agent cannot provide the property in a fit and habitable condition or substitute a reasonably comparable property in such condition, the Agent shall refund the Tenant all payments made by the Tenant. In the event of an error in reservation procedure of change in the ownership, which precludes occupancy by Tenant, Agent reserves the right to effect appropriate corrective action without loss to the Agent. Liability to Agent/Landlord is limited to rental monies paid by Tenant. Notification of such corrective action will be provided to the Tenant at the earliest possible time.

10. New Construction- If a rental property under construction is unfinished at occupancy date per the vacation rental agreement, the Agent/Landlord liability is limited to full refund of rent payment and a good faith effort by Agent to locate replacement accommodations. Tenant waives any and all other claims against Landlord or Agent for non completion of this property under construction.

11. Furnishings and Amenities- Tenant understands that the accommodation is a privately owned dwelling with the Owner's furnishings, and neither the Agent nor the Owner shall be responsible for providing any additional furnishing or equipment. Tenant shall not be entitled to any refund for inoperative appliances or equipment, including but not limited to, air conditioners, audio, video, stereo, hot tubs, and elevators. Agent will exert efforts to have them serviced; however, Agent cannot guarantee the time required to accomplish repairs, due to the limited availability of service and/or replacement parts in our area. A \$25.00 fee will be charged to Tenant for unwarranted service calls. Tenant agrees to pay this charge, if so levied. Waivers of Liability for hot tub, Jacuzzi, sauna, pool, herein after called special feature, if so equipped. The guest understands there are dangers that the special features may present to children who are not carefully supervised, as well as the danger of any person using the special features for too long a time, or if a person has health risks, or if a person uses the special feature while intoxicated or using any kind of drugs or medication, or uses the special feature if pregnant. The Tenant agrees to explain the risks of using the special feature to any guest he or she may have at the unit and to be fully and solely responsible for any accidents his guest may incur. The Tenant understands the risks discussed above and agrees that he will assume all responsibility for himself and his guests for the consequences of those risks. Tenant agrees to waive any claim whatsoever against Landlord or Agent for accidents or claims arising from use of special feature. The Tenant also understands and agrees that he is responsible and liable and will pay Agent upon request for any damages that occur to the special feature and its support equipment through his or his guest's misuse and negligence, for example, but not limited to, walking on the hot tub cover or damaging the cover and/or liner, or allowing the water level to become too low, or causing water overflow inside the unit. Telephones will have long-distance blocks requiring the use of a credit card or calling card.

12. Accommodation Capacity - The advertised occupancy includes adults and children and must be strictly observed. Exceeding this occupancy is grounds for eviction. All rental units are for family groups only. No sororities, fraternities, or non chaperoned groups will be allowed. Should a group misrepresent themselves, they will be required to vacate the premises immediately, without refund. **NO HOUSE PARTIES WILL BE PERMITTED.** This is grounds for an immediate eviction, and an excessive use fee of \$1000.00. A house party is defined as more individuals at a property than the advertised maximum occupancy number. PiratesCoveWeddings.com, 252.473.1015, offers for a fee, The World Class Marina Front Pavilion as the perfect back drop for your event up to 350 people.

13. Parking - Pirates Cove Resort has limited parking. There is a 2 car limit for rentals in Buccaneer Village, Sextant Village, Ballast Point Villas and Town homes, Harbor Place and Gulf Stream Village. Single family homes have 3 to 6 car limits depending on the driveway capacity. Vehicles in excess of the unit's parking capacity MUST be moved to a designated area. Contact front gate for alternative parking. Parking is not allowed on grass areas, road sides or roads. The speed limit is 20 MPH; individuals exceeding this limit are subject to fines and possible suspension of driving privileges with the community. At Shallowbag Bay Club: A limited number of 1st come 1st serve public parking spaces are available around the community. Some vacation rental properties offer private covered parking, please see property descriptions for details.

14. Boats, dock space and trailers- At Pirate's Cove Resort: Each renter must register boat, Jet Ski and trailer with the front gate. Guests will be given a sticker to be displayed on boat/jet ski while at the Pirate's Cove Resort. Boats, jet skis or waver runners are not to be tied to any other bulkhead or placed on any other property. Boat trailers must be kept under the housing unit or in the designated offsite parking area, not in driveways or side of roads. Please contact the gatekeeper for designated boat trailer parking area. Pirate's Cove Vacation Rentals & Property Management can no longer provide dock space for rental properties that do not have an assigned space. At Shallowbag Bay Club: A limited amount of 1st come 1st serve dock spaces are available on a community dock, see rental office for information. Slip rentals are available at both Shallowbag Bay Marina, and Pirate's Cove Marina.

15. Recreational Vehicles - (RV's) are not permitted on the grounds at Pirate's Cove Resort. Limited Parking is available at Shallowbag Bay Club Resort. Additional offsite parking is available for a fee.

16. Pets- Certain properties allow pets. These are duly noted in the property description. No pets are allowed in any rental property, except where noted in brochure. The term "pets" refers to dogs only. Pets are limited to two (2), mature housebroken dogs, unless otherwise restricted by individual owners. Evidence of an ongoing flea treatment (Frontline etc.) is required prior to arrival, failure to produce proof of treatment may result in default to rental agreement. If pets are discovered in a home not allowing pets, Tenant will be evicted immediately and rental monies will be forfeited... The town of Manteo has a leash law which is enforced. Guests will be responsible for cleaning up after their pets and are responsible for any damage or injuries caused by their pets. Pet fees are \$100.00 per pet and are non refundable. Pet owners are responsible for damage caused by pets.

17. Expedited Eviction Proceedings- Tenant understand and agrees that if any member of their party violates any of the terms and conditions of this Agreement Agent may terminate this Agreement and Tenant shall be subject to eviction. Tenant should be aware that any Tenant who leases residential property for thirty (30) days or less may be evicted and removed from the property in an expedited eviction proceeding as provided in Section 42-A-23 of the North Carolina General Statutes. Said Statute provides for at least four (4) hours notice to be given to Tenant to quit the premises and a hearing before a magistrate to follow service of summons and complaint not sooner than twelve (12) hours after service if the Tenant does one of the following:

- A. Holds over possession after his/her tenancy has expired (Tenant will be charged rent and taxes for each day of unlawful occupancy).
- B. Has committed a material breach of the terms of the Vacation Rental Agreement that, according with the terms of this Agreement, results in termination of his /her tenancy.
- C. Fails to pay rent as required by the Agreement.
- D. Has obtained possession of the property by fraud or misrepresentation.

18. Transfer of the Property by Landlord

- A. Voluntary transfer by landlord - If the vacation rental is to end 180 days or less after the date the grantee's interest in the property is recorded, a Tenant has the right to enforce the Vacation Rental Agreement against the grantee of the property.
- B. If the vacation rental is to end more than 180 days after recordation of the grantee's interest in the property, the Tenant has no right to enforce the terms of this Agreement unless the grantee agrees in writing to honor the Agreement. If the grantee chooses not to honor this Agreement, the Tenant is entitled to a full refund of any payments he or she has made.

19. Early check in and late check out- Pirate's Cove Vacation Rentals & Property Management offers a limited number of early check-ins. Early check- in time is 1:00 p.m. and the price for this service is \$50.00-\$100.00 plus tax. If we are unable to accommodate your early check-in, and you have paid for this service, we will refund your early check-in fee. We cannot offer this service for all of our homes. Enjoy some extra Vacation time by requesting a late check-out. Late check-out time is 1:00 p.m. and the price for this service is \$50.00-\$100.00 plus tax. We cannot offer this service for all of our homes. Guests checking out after 1:00 p.m. will be charged another nights rent. Credit Cards will be charged if necessary.

20. Errors and omissions - Every effort has been made to ensure that the information portrayed in the brochure, on web site, and other printed material is as accurate as possible. However PCR Aldridge Inc., d/b/a Pirate's Cove Vacation Rentals & Property Management cannot be held responsible for any changes affected by our homeowners to alter the descriptions for our individual properties or for any printing errors in this publication.

21. Construction- The Outer Banks is a growing community with new construction, most of which is completed prior to the summer months. If you are renting close to a home under construction, please be tolerant. If you have any problems we will ask the contractors to be more considerate with respect to start/quit times, noise, etc. NO REFUNDS will be made for disturbances due to construction, nor can we move you to another property.

22. Housekeeping and Maintenance- All of our rental properties are cleaned and inspected prior to each check in. If your home is not cleaned properly when you check in, please call our office and we will correct the problem as quickly as possible. There will be no complimentary scheduled cleaning during multiple week stays. Additional cleanings services are available. If you wish to schedule a mid-week or mid-stay clean, please call our housekeeping department at 252-473-4211 and we will be happy to arrange that for you. The fee will vary depending on your rental accommodations.

23. Miscellaneous- Tenant understands that if Tenant or guest of Tenant violates any of the conditions or agreements in the rental agreement, Agent may terminate this agreement and enter the premises by force or by statutory procedures. If Tenant is in violation of this agreement, agreement will be terminated without refund.

- A. All taxes will be disbursed upon termination of the tenancy or material breach of the agreement and in accordance with North Carolina law.
- B. Tenant understands that he may not sublet or assign this agreement.
- C. Tenant agrees that he will not use, nor permit the use of the premises for any unlawful or disorderly purposes, nor commit or permit a nuisance to be committed therein. Shooting of fireworks and carrying of firearms or excessive noise are prohibited.
- D. **ALL rental units are for family groups only.** No Sororities, Fraternities, or un-chaperoned groups will be allowed. Should a group misrepresent themselves, they will be required to vacate the premises immediately, without refund. **NO HOUSE PARTIES BY ANY GROUP WILL BE PERMITTED,** and will be grounds for immediate eviction. Please don't jeopardize your vacation. Maximum property occupancy will be enforced. Wedding, reception, and party facilities are available on site at Pirate's Cove Marina, and Shallowbag Bay Club for an additional fee.
- E. It is agreed that for the purpose of clean up, maintenance and repair that Agent and their employees may enter the premises during the rental tenancy.
- F. **TENANT UNDERSTANDS THAT CHECK-IN IS AFTER 4:00 P. M. ON CHECK-IN DAY. However we reserve the right to extend check in to 6:00 p.m. for extra cleaning or maintenance**
- G. Tenant understands that seasonal amenities, including, but not limited to hot tubs and fireplaces, may not be available all months of the year.
- H. Tenant understands that Agent earns commissions or fees from utilities, agencies, vendors and/or others, said commission and/or fees shall be deemed solely the earnings of Agent.
- I. Tenant understands that Pirate's Cove Vacation Rentals & Property Management is Agent of Landlord and is being compensated in this transaction by the Landlord and is contractually obligated to protect the interest of Landlord.
- J. Pirate's Cove Vacation Rentals & Property Management 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.
- K. Tenant understands that there is no trash collection at Pirate's Cove Resort or Shallowbag Bay Club, and tenant shall be responsible for depositing refuse in dumpsters.

Please follow the steps below to confirm your reservation.

1. Please return the Vacation Rental Agreement via mail or fax.
2. Your reservation includes optional travel insurance. Should you decide to decline this coverage, please see page one of your vacation rental agreement for instructions.
3. Initial deposits are due within 10 days of your booking date, should we not receive the payment within the 10 days, and your reservation will be canceled. Pirate's Cove Vacation Rentals & Property Management gladly accepts your personal check, cashier's check or money order for payment. Should you desire to pay by credit card please call our office at 252.473.6800
4. Upon receipt of your payment and/or executed Vacation Rental Agreement your reservation is confirmed.
- 1.