

Vacation Rental Agreement

THIS IS A VACATION RENTAL AGREEMENT UNDER THE NORTH CAROLINA VACATION RENTAL ACT. THE RIGHTS AND OBLIGATIONS OF THE PARTIES TO THIS AGREEMENT ARE DEFINED BY LAW AND INCLUDE UNIQUE PROVISIONS PERMITTING THE DISBURSEMENT OF RENT PRIOR TO TENANCY AND EXPEDITED EVICTION OF TENANTS. YOUR SIGNATURE ON THIS AGREEMENT, OR PAYMENT OF MONEY OR TAKING POSSESSION OF THE PROPERTY AFTER RECEIPT OF THE AGREEMENT, IS EVIDENCE OF YOUR ACCEPTANCE OF THE AGREEMENT AND YOUR INTENT TO USE THIS PROPERTY FOR A VACATION RENTAL.

Treasure Vacation Rentals (referred to hereafter as “Agent”), as agent of the owner, hereby rents to Tenant, and Tenant hereby rents from Agent, the vacation property described below (referred to hereafter as the “Premises”) on the terms contained in this Agreement.

AGENT SHALL CONDUCT ALL BROKERAGE ACTIVITIES IN REGARD TO THIS AGREEMENT WITHOUT RESPECT TO THE RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, HANDICAP, FAMILIAL STATUS, SEXUAL ORIENTATION OR GENDER IDENTITY OF ANY TENANT.

1. Terms: Property address, occupancy dates, occupancy limits, rent, fees, and financial terms are included on the Tenant’s Reservation Confirmation. Tax rates are calculated as of the time of this Agreement. Tenant shall be responsible for payment of all applicable taxes according to rates in effect at the time of occupancy. Your initial payment is due at the time of booking and includes 15% of the reservation cost (rent & fees) plus the applicable state and occupancy taxes and the travel insurance premium (if purchased). Your second payment is due 180 days prior to check-in and includes 35% of the reservation cost. Your remaining balance must be received no later than 45 days prior to your check-in date. Reservations made within 45 days of the arrival date must be paid in full at the time of booking. Payment must be in U.S. Funds.

IMPORTANT: This Vacation Rental Agreement and the corresponding Reservation Confirmation must be signed prior to granting occupancy.

2. Tenant Representation: Tenant represents and warrants that Tenant is at least 21 years old and that Tenant will occupy the Premises during the Term of the tenancy created hereunder.

3. Travel Insurance: Travel protection has been made available with your reservation. The Plan includes coverage for the loss of your prepaid, non-refundable trip costs if your trip is canceled or interrupted due to certain unforeseeable events. We offer travel protection as a way for you to help protect yourself and your trip investment. Outstanding reservation costs are not eligible for reimbursement at the time of cancellation and the cost of the Plan is not eligible for a full refund outside of the Plan’s 10 day free look period. Terms and conditions apply; please read your Plan documents carefully and contact Generali Global Assistance with coverage questions. View

complete [Plan Details](#). The plan cost includes the travel insurance premium and assistance services fee. Travel insurance coverages are underwritten by: Generali U.S. Branch, New York, NY; NAIC # 11231, for the operating name used in certain states, and other important information about the Travel Insurance & Assistance Services Plan, please see [Important Disclosures](#). The insurance offered is provided by an insurance company duly authorized by the North Carolina Department of Insurance, and the cost of the insurance shall not exceed eight percent (8%) of the total rent charged for the vacation rental to the Tenant. (1999-420, s. 1; 2005-292, s. 3.) The Tenant acknowledges that the Agent receives a compensation fee associated with the administration of this insurance program.

NOTE: TENANT'S DECISION WITH RESPECT TO THE PURCHASE OF TRIP INTERRUPTION INSURANCE WILL AFFECT TENANT'S RIGHTS IN THE EVENT OF A MANDATORY EVACUATION. SEE PARAGRAPH 14 BELOW.

TENANT ACKNOWLEDGES AND UNDERSTANDS THE FOLLOWING:

- Tenant's rental of the Premises is covered under the North Carolina Vacation Rental Act ("VRA")
- Under Section 42A-36 of the VRA, if State or local authorities order a mandatory evacuation of an area that includes the Premises, Tenant is required to comply with the order.
- Upon compliance, under Section 42A-36 Tenant will be entitled to a refund of the prorated rent for each night that Tenant is unable to occupy the Premises because of the order EXCEPT AS FOLLOWS:
 - If Tenant purchases insurance offered by Agent that compensates Tenant for losses or damages resulting from loss of use of the Premises due to a mandatory evacuation order, Tenant will be compensated in accordance with the insurance policy.
 - TENANT WILL NOT BE ENTITLED TO A REFUND IF, PRIOR TO TAKING POSSESSION OF THE PREMISES TENANT REFUSED INSURANCE OFFERED BY AGENT THAT WOULD HAVE COMPENSATED TENANT FOR LOSSES OR DAMAGES RESULTING FROM LOSS OF USE OF THE PREMISES DUE TO A MANDATORY EVACUATION ORDER. **TENANT'S DECISION NOT TO PURCHASE TRIP INTERRUPTION INSURANCE WILL NEGATIVELY AFFECT TENANT'S ENTITLEMENT TO A REFUND OF RENT IN THE EVENT OF A MANDATORY EVACUATION, INCLUDING ANY CREDIT CARD CHARGEBACK.**

4. Disbursement of Rent and Third-Party Fees: Tenant authorizes Agent to disburse up to fifty percent (50%) of the rent set forth in paragraph 3 above to the owner (or as the owner directs) prior to Tenant's occupancy of the Premises, and the balance of the rent upon the commencement

of the tenancy, a material breach of this Agreement by Tenant, or as otherwise permitted under the Vacation Rental Act. **Tenant agrees to pay a \$35.00 processing fee for any check of Tenant that may be returned by the financial institution due to insufficient funds or because Tenant did not have an account at the financial institution.** Tenant also authorizes Agent to disburse prior to Tenant's occupancy of the Premises any fees owed to third parties to pay for any goods, services, or benefits procured by Agent for the benefit of Tenant, including but not limited to any fees set forth herein payable to Agent for reservation, transfer or cancellation of Tenant's tenancy.

5. Trust Account: Any advance payment made by Tenant shall be deposited in a trust account with First Citizens Bank, located at 960 Highway 210, Sneads Ferry, North Carolina 28460. Tenant agrees that any advance payment may be deposited in an interest-bearing trust account and that any interest thereon shall accrue for the benefit of, and shall be paid to, the owner (or as the owner directs) as it accrues and as often as is permitted by the terms of the account.

6. 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:

- (i) 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;
- (ii) not deliberately or negligently destroy, deface, damage, or remove any part of the Premises or knowingly permit any person to do so;
- (iii) notifying Agent in writing of the need of replacement of or repairs to a smoke/carbon monoxide detector, and replacing the batteries as needed during the tenancy. Tenant agrees not to use the Premises for any activity or purpose that violates any criminal law or governmental regulation and may use the Premises for residential purposes only.;
- (iv) certify that Tenant has read, understands, and will abide by all rules, policies, regulations of the Agreement, Agent, and those peculiar to the subject Property, including but not limited to any and all Homeowners Association rules and fees, and all city, county, and state ordinances. Additional policies may be posted at the Property.;
- (v) notify Agent of any incidental or accidental damages to the Property occurring during occupancy. Tenant acknowledges that they will be charged all costs to remedy reported damages above and beyond \$1,500.
- (vi) agrees to be financially responsible for unwarranted or unneeded service calls caused by Tenants misuse of the property.
- (vii) acknowledges that all properties are non-smoking. Any extra cleaning due to removing cigarette butts (indoors or outdoors) or smoke odor will be at the expense of the Tenant plus a \$500.00 smoking penalty.;
- (viii) refrain from taking glass containers onto beach areas, or within pool or hot tub areas.;
- (ix) refrain from moving any furniture.

Tenant's breach of any duty contained in this paragraph shall be considered material, and shall result in the termination of Tenant's tenancy.

7. CHECK-IN / CHECK-OUT Procedures: CHECK-IN begins at 4:00 p.m. on the date of your arrival as indicated on your Reservation Confirmation. Provided your full payment and Rental Agreement have been received, you will be provided your reservation specific access code via your Guest Portal. Any applicable parking passes, keys, or access cards will be provided for you inside the property. Tenant access is only available once the reservation is paid in full and the Rental Agreement has been properly signed and returned. Under no circumstances may the Tenant visit the Premises prior to check-in unless approved in writing by the Agent. In unusual circumstances it may be necessary to delay occupancy beyond 4:00 p.m. to ensure that the Property is prepared to reasonable standards. No refunds or discounts will be considered in the unlikely event of such a delay.

CHECK-OUT is no later than 10:00 a.m. on your departure date. Late check-outs are subject to a fee of **\$500.00 per hour** unless approved in writing by the Agent. Tenant's failure to fulfill the following check-out duties may result in charges to your payment method provided.

Check-out duties include:

- Load the dishwasher and run it on the one hour cycle.
- Return linens to the container in which they were delivered and place them inside the main entryway.
- Put all trash in plastic bags and place in outside trash containers. Please take care to follow the procedures for trash removal posted in your guest portal.
- Check to make sure that you have not left any personal items in the Property.
- Confirm all windows and doors are shut and locked and that all the lights are turned off.
- Document and report any damage or maintenance needs.
- Return all Keys and/or Passes to their designated area within the Property. Fees of up to **\$300.00** may be assessed for failure to return these items to their designated area.

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

9. Agent Duties: Owner is required to provide the Premises in a fit and habitable condition. If at the time Tenant is to begin occupancy of the Premises, the Premises are not in a fit and habitable condition and Agent cannot substitute a reasonably comparable property in such condition, Agent shall refund to Tenant all payments made by Tenant.

10. Cancellation by Tenant: In the event of a cancellation by Tenant, Tenant shall receive a refund of all payments made by Tenant, less an administrative fee of \$200.00 if the Premises are re-rented on the terms set forth herein. If the Premises are not re-rented on the terms set forth herein, Tenant will not be entitled to a refund of any rent payment made hereunder. Whether or not the Premises are re-rented, Tenant, rather than Agent, shall be responsible for seeking reimbursement of any fees paid by Tenant to Agent for goods, services, or benefits procured by Agent from third parties for the benefit of Tenant that may have been paid out prior to Tenant's cancellation. NOTE: Trip interruption insurance may provide coverage for losses incurred by Tenant in the event of a cancellation.

Should Tenant wish to cancel, the Tenant must notify Agent immediately in writing via email at cancel@treasurerentals.com. The Tenant is responsible to verify that the cancellation notification has been received by the Agent. Tenant acknowledges that cancellation by the Tenant does not relieve the Tenant from the specific terms of the Agreement. Tenant acknowledges that the Owner may occupy any period that is not re-rented.

11. Cancellation by Owner: In the event that your Property becomes unavailable prior to your occupancy, the Agent will notify you promptly, and will make every effort to locate a comparable property. If we are unable to locate a comparable property that is acceptable to you, the Agent will cancel your reservation and refund 100% of your advance rental payments. If you agree to substitute a comparable property, you agree to pay any increase in rental charges or fees associated with that property. This may include an increase in travel insurance premiums for trip coverage. In the event Tenant agrees to accept a comparable property, or if Tenant's reservation is cancelled and all advance rental payments are refunded to Tenant, neither the Agent nor the Owner will be liable for any damages of any sort incurred by Tenant as a result of such substitution or cancellation. Agent reserves the right to cancel a reservation if the Tenant fails to fulfill the payment schedule agreed upon in the Reservation Confirmation. Tenant acknowledges that cancellation by the Agent for failure to adhere to the payment schedule does not relieve the Tenant from the specific terms of the Agreement.

12. Transfer of Premises: (a) If the owner voluntarily transfers the Premises, Tenant has the right to enforce this Agreement against the grantee of the Premises if Tenant's occupancy under this Agreement is to end 180 days or less after the grantee's interest in the Premises is recorded. If Tenant's occupancy is to end more than 180 days after such recordation, Tenant has no right to enforce the terms of this Agreement unless the grantee agrees in writing to honor this Agreement. If the grantee does not honor this Agreement, Tenant is entitled to a refund of all advance rent paid by Tenant (and other fees owed to third parties not already lawfully disbursed). Within 20 days after transfer of the Premises, the grantee or the grantee's agent is required to: (i) notify Tenant in writing of the transfer of the Premises, the grantee's name and address, and the date the grantee's interest was recorded; and (ii) advise Tenant whether Tenant has the right to occupy the Premises subject to the terms of this Agreement or receive a refund of any payments made by Tenant. However, if the grantee engages Agent to continue managing the Premises after

the transfer, the grantee shall have no obligation under (i) or (ii) above if this Agreement must be honored under the Vacation Rental Act or if the grantee agrees in writing to honor this agreement.

(b) Upon termination of the owner's interest in the Premises, whether by sale, assignment, death, appointment of a receiver or otherwise, the owner, owner's agent, or real estate agent is required to transfer all advance rent paid by Tenant (and other fees owed to third parties not already lawfully disbursed) to the owner's successor-in-interest within 30 days, and notify Tenant by mail of such transfer and of the transferee's name and address. However, if Tenant's occupancy under this Agreement is to end more than 180 days after recordation of the interest of the owner's successor-in-interest in the Premises, and the successor-in-interest has not agreed to honor this Agreement, all advance rent paid by Tenant (and other fees owed to third parties not already lawfully disbursed) must be transferred to Tenant within 30 days.

13. Malfunction Refund Policy: In cases of medical or fire emergencies the Tenant will call 911 emergency services. Tenant understands and agrees that NO refunds, discounts, or transfers will be made for any reason other than those specifically provided for in this Agreement. Additionally, Tenant agrees that NO refunds, discounts, or transfers will be granted for the malfunction of any appliance or amenity, inclement weather, mechanical breakdowns, construction noise, or other adverse circumstances. Further examples of circumstances which WILL NOT result in any refund, discount, or alternate Property, etc. include but are not limited to: breakdown of air conditioners; TV's, VCR's, DVR's, DVD's or other electronics or appliances which malfunction, disruption of use or access to the beach due to nature or construction; presence of insects; disruption of utility services including cable, internet, water, electric satellite; a Property not decorated/accommodated/improved/updated to Tenant's tastes or opinions; problems which have not yet been reported to Agent; bad weather; or noisy neighbors. The incidental presence of pests or bugs which do not render the Property unfit or uninhabitable will not present cause for refunds, discounts, or transfers. Tenant agrees to report any and all problems to Agent as soon as is practical.

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

15. Expedited Eviction: If the tenancy created hereunder is for 30 days or less, the expedited eviction procedures set forth in the Vacation Rental Act will apply. Tenant may be evicted under such procedures if Tenant: (i) holds over in possession after Tenant's tenancy has expired; (ii) commits a material breach of any provision of this Agreement (including any addendum hereto) that according to its terms would result in the termination of Tenant's tenancy; (iii) fails to pay

rent as required by this Agreement; or (iv) has obtained possession of the Premises by fraud or misrepresentation.

16. Pets: Unless otherwise specifically permitted in this Agreement (including any addendum hereto), no pets shall be allowed on the Premises including the exterior, decks, garages, etc. Tenant's breach of this provision shall be considered material, and shall result in the termination of Tenant's tenancy and a fee of no less than \$500.00 in addition to costs associated with pest control, carpet cleaning or replacement, furniture cleaning or replacement. Tenant accepts that these damages and proper remediation can routinely cost thousands of dollars. In addition to these costs, the Tenant agrees to be held responsible for any lost rents experienced by the Owner the following weeks due to the extensive time that may be needed to complete remediation, cleaning, and treatments.

Properties allowing pets are limited to housebroken domestic animals. Each pet is subject to approval. The rental rate will increase by **no less than \$200.00** per pet as a nonrefundable fee on all reservations allowing a pet. Tenant agrees to disclose the breed, weight, and condition of each pet at or prior to time of booking and agrees that the Agent may refuse to allow pet occupancy on any of these grounds.

17. Events: Weddings, wedding receptions, vow renewals, retreats, reunions, and other group events may not be held on the Property without prior written approval of the Owner or the Agent. Authorized special events are subject to a fee of no less than **\$500.00**. Tenant's breach of this provision shall be considered material, and shall result in the immediate termination of Tenant's tenancy and a fee of no less than \$1500.00 in addition to any remedial costs to return the property to its original condition.

18. Fireplaces: Fireplaces are for aesthetic purposes only and are not to be used unless permitted in writing by Agent.

19. Pools/Hot Tubs: Pool opening/closing dates are subject to change without notice and without recourse or refund. Pools and Hot tubs are to be used strictly at Tenant's own risk. Tenant releases the Agent/Owner from all liability for any injuries or death resulting from use of pool/hot tub. Agent/Owner will assume no responsibility for supervising the existence, frequency, or adequacy of pool/hot tub maintenance. Inadequately maintaining pool/hot tub can cause viral or bacterial illnesses that could be life threatening under various circumstances. No animals are permitted in Pools or Hot Tubs.

Agent/Owner does not inspect or test the pool/hot tub for presence of health threatening organisms. When Tenants use pool/hot tub they assume risk of illness and release Agent/Owner from any liability for injury or damages resulting from the use of pool/hot tub. Absolutely no alcohol, pets, diving, diapers, or urination are permitted in hot tubs or pools. No children under age 14 or pregnant women are permitted in hot tubs. Pool/Hot tub fee may apply on some Properties.

20. Grills: Fire code dictates there are to be no grills on any decks, near siding and/or under the home. Tenant should not assume grills are present, functional, or permitted at any Property. Grills can be rented through independent service providers. If a grill is present and functional, Tenant is responsible for grilling tools, gas tanks, charcoal/lighter fluid and assumes full responsibility for any damages to the grill or resulting from use of a grill. Tenant is responsible to thoroughly clean grills upon departure.

21. Digital Use/Pay Per View/Internet Charges: Any charges incurred during your stay to include any digital subscription or one time fees or pay per view screenings are prohibited. **If charges are incurred the tenant will be charged the fees along with a \$50.00 service fee.** Tenant agrees internet access is limited to lawful use and downloads. Violators are subject to prosecution, civil action, fine and fees.

21. Electric Vehicle Charging: If electric vehicle charging is provided at your rental, it will be noted in your Reservation Confirmation. **ABSOLUTELY NO CHARGING OF ELECTRIC VEHICLES** is allowed at properties without designated electric vehicle charging stations. Tenants authorize a fee of up to \$2,500.00 if found to be charging an electric vehicle where no charging station is provided.

22. Personal Property: Agent is not responsible for items lost or left behind during occupancy.

23. Doorbell Cameras: Tenant acknowledges that there may be video surveillance devices on exterior of the Premises. [Internal note:
<https://www.ncrealtors.org/question/are-surveillance-cameras-allowed-on-the-outside-of-rental-properties/>]

23. Indemnification and Hold Harmless; Right of Entry; Assignment: Tenant agrees to indemnify and hold harmless Agent and the owner from and against any liability for personal injury or property damage sustained by any person (including Tenant's guests) as a result of any cause, unless caused by the negligent or willful act of Agent or the owner, or the failure of Agent or the owner to comply with the Vacation Rental Act. Tenant agrees that Agent, the owner or their respective representatives may enter the Premises during reasonable hours to inspect the Premises, to make such repairs, alterations or improvements thereto as Agent or owner may deem appropriate, or to show the Premises to prospective purchasers or tenants. Tenant shall not assign this Agreement or sublet the Premises in whole or part without written permission of Agent.

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

25. Addenda: Any addenda to this Agreement are described in the following space and attached hereto: Reservation Confirmation. Tenant agrees that Tenant has received and read any such addenda, and that they shall constitute an integral part of this Agreement.

26. Use of Electronic Means; Notice: The parties agree that electronic means may be used to sign this Agreement or to make any modifications the parties may agree to, and that any written notice, communication or documents may be transmitted electronically to any e-mail address, cell phone number or fax number used by the parties to communicate during the course of this Agreement. Any notices required or authorized to be given hereunder or pursuant to applicable law may also be mailed to Tenant's address or hand delivered to the Tenant at the address of the Premises and to the Agent at the Agent's address.

27. Severability: In the event one or more of the provisions of this Agreement should, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Tenant Signature:

Agent Signature:

Rev. June 2026