

CHECK-IN IS 4:00 P.M. CHECK OUT 11:00 A.M.

THERE WILL BE A \$100.00 LATE CHECK OUT FEE CHARGED FOR UNITS WHOSE KEYS HAVE NOT BEEN RETURNED BY 11:00 A.M. LATE CHECK OUTS CAN BE ARRANGED BY CALLING THE FRONT DESK THE DAY BEFORE DEPARTURE. LATE CHECK OUTS CAN NOT ALWAYS BE EXTENDED.

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 RENTERS. 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.

Renter understands that the furnishings are privately owned and neither Agent nor Owner is responsible for any additional furnishings or equipment not presently on the premises. Renter agrees to pay and indemnify the Owner for any damage to the premises, furnishings, equipment, and household items, which occur during the occupancy, excluding normal wear. Renter understands their deposit may be forfeited as liquidated damages for loss of income due to early departure. Renter shall comply with all rules and regulations applicable to the premises, area, and community and to occupy in a manner so as not to disturb others. If Renter violates any of the conditions of this Agreement, Agent may terminate the Agreement and enter the premises. Upon termination, Renter shall vacate the premises immediately. Agent or authorized agent may enter the premises during customary business hours, such limitations not to apply in cases of emergency, for any purpose connected with the repair and care of the premises.

NO SMOKING: RENTER SHALL BE RESPONSIBLE FOR THE COST OF LOST LINEN AND SHALL NOT SMOKE ON THE PREMISES EXCEPT ON OUTSIDE DECKS AND CORRIDORS. If smoking is discovered, then Renter shall be responsible for all costs associated with cleaning and the removal of smoke odors.

AGE RESTRICTION: RENTER CERTIFIES THAT THEY READ THIS AGREEMENT, THAT THEY ARE AT LEAST TWENTY-FIVE (25) YEARS OF AGE AND THAT PARTIES AND SCHOOL GROUPS ARE PROHIBITED. Reservations made by misrepresentation of age are subject to cancellation without refund.

EARLY DEPARTURE: THERE SHALL BE NO REFUND FOR EARLY DEPARTURE.

HOUSEKEEPING FEE: Renter agrees to pay a \$125 housekeeping fee upon credit card authorization at check-in.

OCCUPANCY LIMITATIONS: Unless specifically authorized by agent, the Maximum Occupancy of the cabin will be equivalent to the number of people it is advertised to sleep. Exceeding the Maximum Occupancy at any time, with either overnight guests or day guests, will result in a \$200 fine and/or eviction.

KEYS: Renter agrees to pay \$10 for every key/fob they do not return upon check-out.

PETS. Unless specifically permitted by Agent, no pets shall be allowed on the Premises. In cases where pet stays are approved by Agent, there will be a \$50 pet fee charged upon check-in. Renter agrees to dispose of Pet waste on premises. Renter agrees to pay a \$50 pet excrement fee if pet waste is discovered after his/her departure. Renter agrees to pay and indemnify the Owner for any damage caused by pet(s) to the premises, furnishings, equipment, and household items, which occur during the occupancy. Renter agrees to pay any costs of cleaning, in excess of the standard housekeeping rate, that are incurred as a result of the pet's stay. Renter's breach of this provision shall be considered material, and shall result in the termination of Renter's tenancy.

Indemnification and Hold Harmless; Right of Entry; Assignment. Renter 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 Renter's guests) as a result of any cause, unless caused by the failure of Agent or the owner to comply with the Vacation Rental Act. Renter 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 Renters. Renter shall not assign this Agreement or sublet the Premises in whole or part without written permission of Agent.

Disbursement of Rent and Third Party Fees. Renter authorizes Agent to disburse up to fifty percent (50%) of the rent set forth above to the owner (or as the owner directs) prior to Renter's occupancy of the Premises, and the balance of the rent upon the commencement of the tenancy, a material breach of this Agreement by Renter, or as otherwise permitted under the Vacation Rental Act. *Renter agrees to pay a \$25.00 processing fee for any check of Renter that may be returned by the financial institution due to insufficient funds or because Renter did not have an account at the financial institution.* Renter also authorizes Agent to disburse prior to Renter'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 Renter, including but not limited to any fees set forth herein payable to Agent for reservation, transfer or cancellation of Renter's tenancy.

Security Deposit. Any security deposit provided for above may be applied to actual damages caused by Renter as permitted under the Renter Security Deposit Act. In addition, Agent may deduct from the security deposit the amount of any unpaid long distance or per call telephone charges and cable television charges that are not specifically described in this Agreement (including any addendum hereto) as being included with the Premises. Agent shall apply, account for, or refund Renter's security deposit within 45 days following the end of the tenancy.

Trust Account. Any advance payment made by Renter shall be deposited in a trust account with _____ (name of financial institution) located at _____ (address).

Renter 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.

Renter Duties. Renter agrees to comply with all obligations imposed by the Vacation Rental Act on Renter 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 Renter uses; and notifying Agent in writing of the need of replacement of or repairs to a smoke detector, and replacing the batteries as needed during the tenancy. Renter agrees not to use the Premises for any activity or purpose that violates any criminal law or governmental regulation. Renter's breach of any duty contained in this paragraph shall be considered material, and shall result in the termination of Renter's tenancy.

Agent Duties. Agent agrees to provide the Premises in a fit and habitable condition. If at the time Renter is to begin occupancy of the Premises, Agent cannot provide the Premises in a fit and habitable condition or substitute a reasonably comparable property in such condition, Agent shall refund to Renter all payments made by Renter. **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 Renter.**

Cancellation. In the event of a cancellation by Renter, Renter shall receive a refund of all payments made by Renter, less an administrative fee of \$50.00 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, RENTER WILL NOT BE ENTITLED TO A REFUND OF ANY RENT PAYMENT MADE HEREUNDER. Whether or not the Premises are re-rented, Renter, rather than Agent, shall be responsible for seeking reimbursement of any fees paid by Renter to Agent for goods, services, or benefits procured by Agent from third parties for the benefit of Renter that may have been paid out prior to Renter's cancellation.

Transfer of Premises.

1. If the owner voluntarily transfers the Premises, Renter has the right to enforce this Agreement against the grantee of the Premises if Renter's occupancy under this Agreement is to end 180 days or less after the grantee's interest in the Premises is recorded. If Renter's occupancy is to end more than 180 days after such recordation, Renter 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, Renter is entitled to a refund of all advance rent paid by Renter (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 Renter 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 Renter whether Renter has the right to occupy the Premises subject to the terms of this Agreement or receive a refund of any payments made by Renter. 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.
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 Renter (and other fees owed to third parties not already lawfully disbursed) to the owner's successor-in-interest within 30 days, and notify Renter by mail of such transfer and of the transferee's name and address. However, if Renter'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 Renter (and other fees owed to third parties not already lawfully disbursed) must be transferred to Renter within 30 days.
3. If the owner's interest in the Premises is involuntarily transferred prior to Renter's occupancy of the Premises, the owner is required to refund to Renter all advance rent paid by Renter (and other fees owed to third parties not already lawfully disbursed) within 60 days after the transfer.

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

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. Renter may be evicted under such procedures if Renter: (i) holds over in possession after Renter'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 Renter's tenancy; (iii) fails to pay rent as required by this Agreement; or (iv) has obtained possession of the Premises by fraud or misrepresentation.

By initialing and signing, I have read, agree and understand the provisions set forth in this agreement.

Renters Signature: _____ Date: _____

Agent Signature: _____ Date: _____
Camp Lake James Master Recreational Association