

BLUEWATER



REAL ESTATE | VACATION RENTALS | MANAGEMENT

VACATION RENTAL AGREEMENT

200 Mangrove Drive, P.O. Box 4340, Emerald Isle, NC 28594

Phone: (866) 231-5892 | Fax: (252) 354-5611

www.BluewaterNC.com | Rentals@BluewaterNC.com

THIS VACATION RENTAL AGREEMENT MUST BE SIGNED AND SUBMITTED WITHIN 24 HOURS OF RECEIPT. BLUEWATER RESERVES THE RIGHT TO CANCEL YOUR RESERVATION IF THIS VACATION RENTAL AGREEMENT IS NOT SIGNED AND SUBMITTED WITHIN 24 HOURS OF RECEIPT. YOUR RESERVATION WILL NOT BE CONSIDERED CONFIRMED UNLESS THIS VACATION RENTAL AGREEMENT IS SIGNED AND SUBMITTED WITHIN 24 HOURS.

Reservation Number:

Guest:

Phone:

Email:

Booking Date:

Arriving:

Departing:

Check-In Office:

Total Rent:

Guest Fee(s):

Sales Tax:

Travel Insurance:

Discount (If Applicable):

Grand Total Due:

The *Grand Total* above includes the cost of Travel Insurance.

PAYMENT SCHEDULE:

Total Payment(s) Received on Account:

Total Outstanding:

Guest Signature:

Travel Insurance

Guest Initial: _____

To add or removed Travel Insurance coverage, you must call our office at (866) 231-5892 within 24 hours to have your reservation adjusted accordingly.

Payment Plan

Your reservation is on the **Standard/Flexible Payment Plan**.

Your initial payment of 50% of the rental rate, applicable state and occupancy taxes, as well as the travel insurance premium (if accepted) is due at the time of booking. If you are booking more than 30 days prior to your arrival, you and your vacationing party have the flexibility to make any payment, at any time, for any amount in your Guest Portal account via the Payment Portal. Your remaining balance must be paid in full 30 days prior to your arrival date.

If your check-in date is less than 30 days from the date you are making the reservation, full payment is required.

Estimated payment amounts will update at confirmation.

[Property Name]

[Property Address]

[Property Description]

Reminder: All areas of this property to include decks, porches, stairs, and walkways may not exceed the occupancy limit of the property. **Occupancy Limit:** _____

Guest Initial: _____

THIS IS A VACATION RENTAL AGREEMENT UNDER THE NORTH CAROLINA VACATION RENTAL ACT (NCVRA). 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.

THIS AGREEMENT SHALL NOT BE CONSIDERED BINDING UNTIL SIGNED BY AN AUTHORIZED BLUEWATER AGENT.

This vacation rental agreement ("Agreement") is entered into by and between Bluewater ("Agent") for the Owner of the Property referred to hereafter as "Owner" and the undersigned "Tenant", whether one or more. In consideration of the mutual covenants and conditions herein, the Agent, solely on behalf of the Owner, does hereby lease and rent to the Tenant the Property named here in following terms and conditions in addition to the Confirmation Provisions here and the BluewaterNC.com website.

ADDITIONAL TERMS OF YOUR VACATION RENTAL AGREEMENT:

1. **FIRST PAYMENT:** If you consent to the terms of this Agreement, we require the first payment to be paid upon making the reservation. For the Flexible Payment Plan (Flex Pay), first Payment is up to 50% of the Total Rent, plus the applicable state and occupancy taxes on the Total Rent paid, and the Travel Insurance Premium (if purchased). If your Check-In date is less than 30 days from the date you are making the reservation, full payment is required. The full balance is due 30 days prior to the arrival date (see paragraph 3 of this agreement for Cancellation Terms). Bluewater will place your reservation payments in an interest-bearing trust account at First National Bank, located in Jacksonville, NC with such interest earned by the Agent. The Tenant agrees to the advance disbursement of rents to the Owner prior to occupancy [not to exceed fifty percent (50%) of the base rent] and disbursement of fees to Agent to pay for goods, services, or benefits secured for the Tenant prior to occupancy. Customers without access to fax or email may have an Agreement sent via US Mail; however, your payment is still required immediately. This Agreement will need to be returned; however, payment of the rental is confirmation that you accept the terms and conditions of the Agreement. **Occupancy is Based on Two Persons Per Bedroom.**
 - a. **Guest Portal:** For your convenience, you can now access Guest Portal by going to BluewaterNC.com. This is a secure site so you can conduct business with us 24/7. You can make a payment securely or contact us with questions about your existing reservation. Use this service for safe and guaranteed delivery communications with our Vacation Specialists. You will need the email address associated with your reservation and the arrival date to access Guest Portal.
2. **REMAINING BALANCE/FINAL PAYMENT:** Your balance due and due date will be included on your payment confirmation. Go to BluewaterNC.com to access Guest Portal and make payment(s) toward the Remaining Balance as you see fit. You may complete as many payments in any amount up to 30 days prior to the arrival date. All reservations must be paid in full 30 days prior to the arrival date (see paragraph 3 of this agreement for Cancellation Terms) by using our Guest Portal. You will need the email address associated with your reservation and arrival date. Final Payment will include remaining Rent Balance, any optional rental items (i.e., linens), and taxes. If Final Payment is not received 30 days prior to the arrival date, Bluewater reserves the right to cancel your reservation. Bluewater will place your reservation payments in an interest-bearing trust account at First National Bank, located in Jacksonville, NC with such interest earned by the Agent. The Tenant agrees to the advance disbursement of rents to the Owner prior to occupancy (not to exceed fifty percent (50%) of

the base rent) and disbursement of fees to Agent to pay for goods, services, or benefits secured for the Tenant prior to occupancy. Note: If you declined Travel Insurance coverage at booking, you may add coverage back in up until your Final Payment is made. Once you have made all applicable payment(s) toward the Remaining Balance, you may no longer purchase coverage.

3. **CANCELLATION TERMS:** Should Tenant have to cancel for any reason, please notify Agent immediately in writing (fax 252-354-8965, email Accounting@BluewaterNC.com, or US Mail). Canceled reservations are placed back on the rental market to be re-rented. If your canceled reservation is booked for multiple weeks or a monthly stay, that time frame will be made available to rent as a shorter stay option to other guests. *Please Note:* Bluewater 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.

a. **If the property is re-rented for the specified period, monies will be refunded less a \$250.00 cancellation fee, any discounts/expenses required to re-rent and the Travel Insurance Premium. Under the cancel/re-rent program all money paid will be forfeited unless the property is re-rented for the entire cancelled period and for the original rental amount.**

b. If re-rented for the original rental amount, all monies paid will be refunded less the cancellation fee of \$250.00 and travel insurance premium.

c. 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.

d. **Should Tenant require or request to be moved to a different property or a different date at the same property, which must be approved by the Owner, the Tenant will be charged a \$250.00 non-refundable fee.**

You will be notified of the re-rent status and any refund due to you via email once the property re-rents or the departure date has passed. Should the property not re-rent, you may choose to reinstate and use your reservation any time up to the departure date subject to availability. Agent reserves the right to book reservation for less than the contracted length. The reservation would need to be paid in full before arrival. If you wish to reinstate, email Accounting@BluewaterNC.com with that request. If you purchased Travel Insurance, you can contact RedSky Travel to make a claim. RedSky Travel Insurance 1-866-889-7409 www.SunTripPreserver.com. Agent reserves the right to automatically cancel reservation if payment is not received in full 30 days prior to the arrival date. Failure to cancel in writing will result in charging the final payment to the Tenant's credit card.

Guest Initial: _____

4. **TRAVEL INSURANCE:** Travel insurance is shown in every reservation, but is optional. We strongly recommend it to cover your investment should you have to cancel your reservation plans, but

please note the coverage is limited. If you choose to decline travel insurance initial where indicated on the Agreement, but remember refunds will not be given in the event of unforeseen cancellations unless the property is re-rented. This includes hurricane evacuations. To purchase this plan and qualify for the pre-existing conditions Exclusion Waiver, you must purchase this plan prior to or with your final payment. For more information, visit the Red Sky Travel Insurance website by going to www.redskyinsurance.com and click on the **Trip Preserver(TM)** link.

Guest Initial: _____

a. **EVACUATIONS:** Per N.C..G.S. 42A-36; A vacation rental tenant who is occupying or plans to occupy a vacation rental property located in an area in which a mandatory evacuation has been ordered must evacuate and refrain from occupying the vacation rental property until the mandatory evacuation is lifted. Under such conditions, evacuation by all persons is required; it is not optional. Agent reserves the right to prepare property during your occupancy for impending danger at their discretion to include but not limited to installation of storm shutters and securing all outdoor items. Travel Insurance does not provide coverage for voluntary evacuations, storm warnings, or watches.

5. **CHECK-IN/CHECKOUT:**

-If you are checking in at our Emerald Isle Office: **Check-in will begin at 4:00 PM EST** at the Bluewater Vacation Rental Office located at 200 Mangrove Drive. During the summer there is a drive-through service for your convenience. GPS to 34.662800, -77.042000. After Hours Check-In: After business hours, your keys will be left outside to the right of the Emerald Isle Vacation Rental Office front door (on the Reed Drive side of our building) in the After Hours Lock Box. The combination to the lockbox is 2583 (two five eight three). Please leave the cabinet locked. Our Office # is 252 354 2323 or 888-258-9287. Emergency Maintenance Services and Emergency Housekeeping Linen Services are available after hours by calling 252 354 2323. **Check-out is no later than 10:00 AM EST.** Return your key packet to the Bluewater Vacation Rental Office located at 200 Mangrove Drive. We also have a drop slot located to the right of the front door for early Check-outs. No occupancy of the property, including driveways, parking areas, decks, pools, or outside showers will be allowed after check-out and prior to check-in.

-If you are checking in at our Atlantic Beach Office: **Check-in will begin at 4:00 PM EST** at the Bluewater Vacation Rental Office located at 407 Atlantic Beach Causeway Suite 6D. GPS to 34.708500, -76.737000. After Hours Check-In: Your keys will be left outside to the left of the front door in a white wooden box. The combination to the lockbox is 0258* (zero two five eight *). Our Office # is 252-247-9200 or 866-467-3105. Emergency Maintenance Services and Emergency Housekeeping Linen Services are available after hours by calling 252-354-2323. **Check-out is no later than 10:00 AM EST.** Return your key packet to the Bluewater Vacation Rental Office located at 407 Atlantic Beach Causeway Suite 6D. We also have a drop slot in the white wooden box located to the left of the front door for early Check-outs. No occupancy of the property, including driveways, parking areas, deck, pools, or outside showers will be allowed after check-out and prior to check-in.

Guest Initial: _____

6. **DAMAGE TO THE PROPERTY:** Experience tells us accidents can and will happen while you are on vacation. Tenant is responsible for immediately reporting any property damage to the Agent. Some charges may apply if departure procedures are not followed (see section 16). While Bluewater does not require a security deposit, for any stays less than 30 days, Tenant is still responsible. Damages will be automatically billed to the credit card on file, and Tenant will not be released from liability for damage due to the following but not limited to:

- a. Intentional, willful, reckless, or malicious acts of the Tenant or others on the premises during the tenancy.
- b. Excessive damage by pets.
- c. Theft from the premises of the owner's property.
- d. Gross negligence of Tenant or intentional misuse of furnishings, appliances, equipment, or other amenities provided within the home.
- e. Damage caused while under the influence of alcohol or drugs.
- f. Damages to real property resulting from operation of any motorized vehicle by a Tenant.
- g. Damages related to smoking in "NO smoking" homes.
- h. Damages related to tampering with "Irrigation Systems and Controls" or "Audio/Video/Internet wiring or component programming" within a property.
- i. Deliberately or negligently destroying, defacing, damaging, or removing any part of the Premises or rendering inoperable the smoke detector or pool alarm, if applicable, provided by the Owner, or knowingly permitting any person to do so.
- j. Damages to the property and the systems of the property due to windows and doors being left open. Due to our naturally humid climate, leaving windows and/or doors open is detrimental to the integrity of the property.

7. **PARKING:** Parking is limited at most properties. Most condo complexes allow parking for two vehicles per rental unit and may require you to check-in at an on-site office. Some condominium complexes require parking passes that will be issued at check-in. Cottage parking is limited to the driveway area only (parking on grass is never allowed unless specified by owner). No motor homes or campers are allowed on the property.

8. **FAMILY GROUPS:** Agent is authorized to rent only to family groups unless both parties agree in writing to occupancy by a non-family group or for a special event. Only certain homes host special events and require an additional signed Event Contract. Special events include, but are not limited to:

wedding ceremonies, rehearsal dinners, wedding receptions, corporate retreats, and any other gathering with attendance above the occupancy limit of the property. Agent considers You hosting a special event without Agent's prior consent or knowledge a material breach of this Agreement. In that instance, You agree to immediately pay an amount equal to the Special Event Fee in the amount of \$2500 plus any other amount you may be responsible for. You should contact Agent directly for more information. Agent will not rent to school or civic groups or fraternities even if chaperoned by adults. Use Of the Premises by Fraternities, Sororities or Unrelated Groups Under 25 Years of Age Is Strictly Prohibited and You agree that, in the event Owner or Agent discovers same, that ANY AND ALL FUNDS COLLECTED AS RENT will be considered LIQUIDATED DAMAGES to cover losses, expenses and damages of the Owner and Agent for You taking the Premises off the market. Groups renting under false pretenses will be evicted under the Expedited Eviction Act of NC without refund. Over-occupancy is considered a SERIOUS BREACH of this lease. Hosting parties, RVs, or campers, and subletting are not permitted and are Grounds for Eviction.

9. **ACCOMMODATIONS & FURNISHINGS:** All rental properties managed by Agent are privately owned and furnished by each Owner according to their taste. Kitchens come stocked with adequate cookware and dinnerware. Beds have mattress pads, bedspreads, and pillows. You will need to bring all paper products (including toilet paper), soaps, staple and personal items and linens (unless linens provided) including kitchen linens. Agent offers the opportunity for Tenant to rent linens and towels, beach gear, etc. No refunds will be made for items missing or inadequacies but every effort will be made to replace missing or broken items or to repair any damages.

Guest Initial: _____

10. **PET POLICY:** Most owners do not allow pets on their property, including on the decks or in the yard. If the property you have rented allows pets, either through the "All-Inclusive Pet Program" or by payment of a pet fee, it will be stated within the property description and a specified fee will be charged per pet. Dogs are the only pets allowed in any property. In most cases, no more than two dogs are allowed. Properties allowing dogs are limited to housebroken animals. **Tenant shall be responsible to ensure they clean up after their pets (i.e., picking up waste from property grounds). Should tenant fail to do so, an additional fee of \$100.00 will be charged to the payment method on file.** Tenant agrees to disclose the breed, age, and weight of each dog, and agrees that the Agent may refuse to allow pet occupancy on any of those grounds. Your failure to notify Agent that a dog will be present on the premises, or the correct number of dogs, or your failure to pay the appropriate pet fee, will be grounds for eviction without any refund of rent paid. Pets are not allowed in pools or hot tubs. "Leash laws" apply and the law requires that you clean up after your pet. **Tenant shall be responsible for any property damage and any personal injury caused by any pet that is on the premises, and any future rent lost because of pet-caused damage.** Tenant agrees to hold Agent and Owner harmless from and against any claim for property damage or personal injury caused by any pet that is on the premises.

11. **CONDITION OF PROPERTY:** Agent makes every effort to provide accurate information about the

rental property. The Vacation Guide and Internet site provide pricing, descriptions and recent pictures of all properties. Please remember that you are making an agreement with the Agent for an individually owned property. You cannot be moved to another property if you are not satisfied with your choice upon arrival. If you have a guest with particular needs, i.e. handicapped or severe allergies, please note that Agent will do its best to answer questions, but will not be held responsible for inaccuracies. Upon arrival, please notify us immediately if you do not find the property clean so that we can remedy any matters, however, absolutely no refunds will be made. Agent will make every effort to satisfy the requirements of each Tenant. If we have not heard from you within one hour of check-in, we will assume that you are satisfied with the cleanliness of the home. If you check in after hours, please call before 10 am on the following morning to report cleanliness issues. Each Tenant has certain rights entitling them to a fit and habitable property as described in N.C.G.S. 42A-17(b).

Guest Initial: _____

12. **REPAIRS & SERVICE CALLS:** Please notify Agent immediately if damages are noticed or a repair is in order. Repairs are prioritized, and some items may take longer to address. All efforts will be made to expedite needed repairs, but no refunds will be made for mechanical failures of air conditioning, elevator, appliances/electronics, or interruption/loss of utilities (including cable TV/Internet) or Homeowner Association advertised amenities such as, but not limited to, indoor/outdoor pools/spa, fitness center, or tennis courts. Authorized repairmen have the legal right to enter the property as required to accomplish needed repairs even if the service call was made prior to your arrival. There will be a \$50.00 fee for providing entry to guests that lock themselves out of their vacation home during non-business hours.

13. **PERSONAL ITEMS:** Items left by Tenant upon departure are not the Agent's responsibility. Discovered lost items will be catalogued and the information posted at www.chargerback.com. You will receive an email regarding the description of the items and instructions on payment. Tenant shall utilize chargerback.com to pay all shipping, handling, and postage for all returned items prior to the items being shipped. Bluewater provides the Lost and Found Service as a courtesy; however we do reserve the right to charge a fee up to and including \$50 for additional services required to retrieve your item(s).

14. **POOLS, HOT TUBS, BOATS, GOLF CARTS, & ELEVATORS:** If the Property is equipped with a community or private golf cart, boat, pool, hot tub, or elevator, Tenant hereby accepts and agrees to the following:

- a. Tenant shall ensure use in a safe manner at all times and that juvenile use is supervised by an adult.
- b. Unsafe and/or unsupervised use by Tenant or Tenant's guests shall permit Agent to terminate Tenant's occupancy of the Property IMMEDIATELY WITHOUT NOTICE.
- c. Tenant shall indemnify and hold Agent (its officers, employees, agents, and equity holders) and the Owner of the Property harmless from and against any and all liabilities, claims, and expenses for personal injury or property damage resulting from unsafe and/or unsupervised use by Tenant or Tenant's guests.

d. See paragraphs 21 and 22 of this agreement for disclaimer information. PLEASE NOTE: Refunds will not be given for any of these items that may be non-functioning. Elevators: Every effort is made to repair in a timely manner. Should your party misuse the elevator, you may be charged for a service call and may be without elevator service during your stay.

15. **DECKS, STAIRWAYS, & WALKWAYS:** Tenant acknowledges and understands that improper use of a deck, stairway, or walkway can be very dangerous and must be avoided. Therefore, Tenant hereby accepts and agrees to the following:

a. All **Temporary Structures Prohibited.** Tenant agrees not to place or use any temporary structure of any type whatsoever on any deck on the Property, including but not limited to any blow-up pool or spa.

b. **Deck Occupancy Limitations.** Use of a deck, stairway, or walkway by an excessive number of people, especially groups of people concentrated in a small area, can cause the structure to collapse, resulting in potentially serious injury and even death. Tenant therefore agrees:

-Bluewater cannot warrant the amount of weight any deck may support. Tenant shall in no event permit occupancy of a deck, stairway, or walkway at the same time by a number of people exceeding the permitted number of occupants for the Property (2 per bedroom).

-In addition, Tenant shall not permit groups of an excessive number of people, even if it is equal to or less than the permitted number of occupants, to congregate in any small, concentrated area of any deck, stairway, or walkway for any purpose whatsoever, including but not limited to, posing for a group photo.

c. **Immediate Termination.** Use of a deck, stairway, or walkway in violation of this paragraph shall permit Agent to terminate this Agreement IMMEDIATELY WITHOUT NOTICE.

d. **Indemnity.** Tenant shall indemnify and hold Agent (its officers, employees, agents, and equity holders) and the Owner of the Property harmless from and against any and all liabilities, claims, and expenses for personal injury or property damage resulting from unsafe use of a deck, stairway, walkway, or any other area on the Property, whether in violation of subparagraphs a) or b) of this section 15 or as a result of any other unsafe use.

16. **DEPARTURE DUTIES:** Tenant must leave property in an orderly condition per the property departure checklist which includes all dishes washed and put away, all food removed from refrigerator, all trash removed from home, outdoor grills cleaned, and all beds made. Failure to abide by this provision will result in extra cleaning charges charged to Tenant. If home allowed pets, please removed pet hair from carpets and upholstery. If Tenant rented linens from Agent or if linens were provided with the property, they must be removed from beds and put in the provided duffel bag then placed near the main entrance. The duffel bag will be in the laundry area or kitchen. If Tenant is unable to locate the duffel bag, linens should be bundled together and placed near the main entrance. **LEAVE MATTRESS PADS, COMFORTERS, BLANKETS AND DECORATIVE ACCESSORIES, SUCH AS SHAMS, ON THE BEDS.**

Guest Initial: _____

17. **TRANSFER OF THE PROPERTY:** If the Owner sells your vacation rental property, this Agreement is valid if the confirmed reservation dates end within 180 days of the sale. If the vacation rental ends after 180 days of the sale, the new Owner has no obligation to honor the terms of this agreement unless he agrees in writing to honor the Agreement. If the Owner does not honor the Agreement, Agent will work with Tenant to find a suitable replacement vacation rental property, or the Tenant is entitled to a full refund.

18. **INDEMNIFICATION AND HOLD HARMLESS:** You agree to indemnify and save harmless the Owner and Agent for any liabilities, theft, damage, cost, or expense whatsoever (including but not limited to attorneys' fees) arising from or related to any claim or litigation which may arise out of or in connection with Your use and occupancy of the Premises including but not limited to any claim or liability for personal injury, damage or theft of property or infringement of intellectual property rights (e.g., illegally downloading video, audio, or text files via any internet service located at the Premises) which is caused, made, incurred, or sustained by You as a result of any case, unless caused by the grossly negligent or willful act of Agent or the Owner, or the failure of Agent or the Owner to comply with the Vacation Rental Act. Neither Agent nor Owner are providing any other warranty of any kind, except as otherwise expressly provided herein, whether written or oral, statutory or contractual, express or implied, including, without limitation, **THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE**, which are hereby expressly excluded. The terms "Agent" and "Owner" as used in this Agreement shall include their heirs, successors in interest, assigns, employees, agents, and representatives where the context requires or permits. The terms "Tenant," "You," and "Your" as used in this Agreement shall include Tenant's heirs, successors, assigns, guests, invitees, representatives, and other persons on the Premises during Your occupancy (without regard to whether such persons have authority under this Agreement to be upon the Premises), where the context requires or permits.

19. **RIGHT OF ENTRY:** You agree that Agent may enter the Premises during reasonable hours to inspect the Premises, to make such repairs, alterations, or improvements, and/or replace air filters thereto as Agent may deem appropriate, or to show Premises to prospective purchasers or tenants.

20. **ADDITIONAL PROVISIONS/DISCLOSURES:**

- a. Tenant acknowledges that Agent may have an ownership interest in some properties.
- b. Agent is paid a commission on the Travel Insurance, and may also receive commissions from other vendors.
- c. Rearranging of the furniture is not permitted nor moving indoor furniture outside.
- d. Grilling shall not be allowed on decks, porches, or close to the house and Tenant is responsible for leaving the grill clean.
- e. Please note that some properties may no offer local telephone service. If having local telephone service is required, please check with one of our Rental Agents prior to arrival. Where offered, telephone service is provided by the Property Owner.

f. If a telephone is available on the Property, Tenant shall be responsible for all toll or international calls.

g. Tenant acknowledges that construction may be ongoing at adjoining or nearby properties. Neither Agent nor Owner is responsible for any objectionable noise or activity related to the same.

h. **Henna Tattoos** nor **Fireworks** are allowed on premises and Tenant will be held liable for any damage or replacement to include carpeting, bedspreads, furniture, decking, etc. Most fireworks are illegal in North Carolina.

i. The Town of Emerald Isle has adopted a new ordinance that requires all **unattended beach equipment** (including shade tents, canopies, volleyball nets, chairs, umbrellas, etc.) be removed from the beach each night. All unattended items left on the beach between 7:00 PM and 8:00 AM are now illegal and will be confiscated and removed by town staff.

j. Every effort has been made to assure the information on the website, in the brochure, and communicated by our Agents is correct, however, it is not guaranteed. The website will contain the most up-to-date information, however, Agent cannot be held responsible for changes made by Owners such as decor or bedding, unintentional misrepresentation, or printing errors; and no refunds will be made for such. Due to state regulations regarding septic permits, some information presented may be inaccurate as the availability of these permits is limited. Every effort has been made to ensure all information is accurate and specific guidelines of the Carteret County Health Department have been followed. Agent shall not be liable for unintentional errors, omissions, or changes in the advertisement of bedrooms and occupancy. The information herein is believed to be accurate and timely, but no warranty as such is expressed or implied.

k. Internet Service is not offered in all properties, please check the property information on our website, or call one of our Rental Agents if you have questions. Where offered, Internet Service is provided by the Property Owner. Bluewater is not an Internet Service Provider (ISP), and as such, Bluewater does not warrant that the available Wireless or Wired Internet Service will perform at a particular speed, bandwidth, or data throughput rate, or will be uninterrupted, error-free, secure, or free of viruses, worms, objectionable content, or the like. PLEASE NOTE: Refunds will NOT be given for Internet Service Outages. You expressly assume all risk and responsibility for use of the Internet.

l. Tenant will be held liable for extra cleaning charges and for damages caused by smoking inside any property. Extra cleaning charges will be automatically billed to the credit card on file for the reservation. Extra cleaning fees start at 25% (twenty five percent) of the base rent and may exceed that amount depending on the damage and property's condition.

21. **PROPERTIES WITH A PRIVATE POOL AND/OR HOT TUB:** By executing this Vacation Rental Agreement you are agreeing to the following terms;

a. **POOL:** Tenant is responsible for the proper care of swimming pool. Pool use is "At Your Own Risk." It is a parent or guardian's responsibility to watch children at all times during pool use. Children must not be left unattended during pool use. No diving into the pool is ever allowed since serious injury, paralysis, or even death could occur. Damage to the pool itself due to Tenant misuse will result in additional charges to the Tenant.

b. **HOT TUB:** Tenant is responsible for proper care of Hot Tub. Hot Tub occupancy must not be exceeded. Hot Tub must be covered when not in use to retain heat. Do not sit on hot tub cover or use it for storage. Damage to cover or Hot Tub due to misuse will result in additional charges. Please do not set Hot Tub thermostat higher than 104 degrees. Due to high temperatures, Hot Tubs are not to be used by small children or pregnant women. Children should not be left unattended. It is not wise to sit in the Hot Tub longer than 15 minutes at a time.

-It is imperative everyone (adults and children) shower before entering the Pool and/or Hot Tub to remove sand and suntan lotion from their feet, hands, and body. The Pool and/or Hot Tub is maintained by the Owner's preferred contracted vendor. If you have questions regarding the Pool and/or Hot Tub, please call Bluewater Real Estate (252)354-2323. Agent makes no representation or warranty about the safety of Pools, Hot Tubs, or surrounding areas. Agent shall not be liable for any claim, injury, or damage relating in any way to the use of Pools, Hot Tubs, or surrounding areas. Pool and Hot Tub use is at your own risk. Tenant agrees to defend, indemnify, and hold harmless both the Owners of subject Property and their Agent, Bluewater Real Estate, from and against all liability, loss, damage, claims, or actions (including costs and attorney fees) for bodily injury, paralysis, or death and/or property damage, to the extent permissible by law, arising out of or in connection with the misuse of Pool and/or Hot Tub.

22. **PROPERTIES WITH RECREATIONAL AMENITIES:** You and your guest, acknowledge that the use of any recreational amenities such as but not limited to golf carts, kayaks, bikes, etc. is "At Your Own Risk." By entering into a rental contract, you agree to hold Bluewater and the Owner harmless from and against any and all claims or damages resulting from accidents involving any recreational amenities. Bluewater and the Owner are not liable for any damages or bodily harm incurred with guests' use of recreational amenities. You understand that there is no insurance of any type on these recreational amenities. You also agree to pay for any damage done to these recreational amenities.

23. **PEST CONTROL:** Our tropical environment and weather conditions can create inconveniences with bugs. Our Owners are required to have Pest Control Service. Should you experience any issues, we can arrange for a service call, but no refunds will be granted for anything related to bugs or other pests.

24. **TAXES:** Should any government agency, local, county, state, or federal, change or add a new tax prior to occupancy and required to be collected by Agent, guest will be required to pay prior to occupancy.

25. **DISPUTES:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of North Carolina, and shall be treated as though it were executed in the County of Carteret, State of North Carolina.

Any action relating to this Agreement shall be instituted and prosecuted only in the Carteret County Superior Court, North Carolina. You specifically consent to such jurisdiction and to extraterritorial service of process. You shall be responsible for all legal fees and court costs incurred by Agent and Owner in the enforcement of their rights or Your obligations under this Agreement.

By initialing beside this statement, I acknowledge that I have read, understand, and accept the Terms and Conditions of the Bluewater Vacation Rentals Rental Agreement.

Guest Initial: _____

I, the Undersigned, have read Items 1-25 of the Agreement and understand the policies and charges.

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

Guest Signature: _____

Date: _____