



VACATION RENTAL AGREEMENT
428 33rd Street, Sunset Beach NC (VRBO #178123)

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.

Owner: Bugg Properties, LLC [MAIL ALL CORRESPONDANCE TO THIS ADDRESS]
Address: 1704 Rosebank Lane, Charlotte, NC 28226
Phone1: (704) 719-2200 (Jeannette)
Phone2: (704) 719-2100 (Robert)
E-mail: info@buggproperties.com

Tenant(s):

Mailing Address:

Home Phone: ( ) -

Mobile Phone: ( ) -

(Please include the mobile # that you will use during your vacation; no land line is provided at the vacation home.)

E-mail:

(A contract and all check in instructions are provided via email; feel free to provide more than one email.)

All individuals who will stay overnight at the Property during the rental period (occupancy max = 6):

[Redacted area for names of individuals staying overnight]

Owner hereby rents to Tenant, and Tenant hereby rents from Owner, the vacation property described below (referred to hereafter as the "Premises") on the terms contained in this Agreement.

1. Premises: The Bugg Cottage
428 33rd Street
Sunset Beach, NC 28468
(Brunswick County)
VRBO listing #178123

2. Term:

For Peak Season Rentals (weekly only)

For Off Season Rentals (min 3 night stay)

Begins: Saturday, after 4:00 PM ET

Begins\*: / / after 4:00 PM ET

Ends: Saturday, before 10:30AM ET

Ends\*: / / before 10:30AM ET

Total Weeks: 1 week

Total Nights: nights

\*During off season rentals only, there is a possibility of adjusted check in/check out times. Typically an adjusted schedule cannot be determined until right before the start of the vacation period and will be based on other occupancy of the property, cleaning and maintenance schedules.

Tenant(s)



Owner

- 3. Rent:** Tenant agrees to pay a Rental Fee for the Premises in the amount of \$ \_\_\_\_\_/week, or \$ \_\_\_\_\_/night, whichever applies to the Terms in Section 2, and in accordance with the Financial Terms outlined in Section 4. Unless agreed upon in advance with the Owner and noted otherwise in Paragraph 4 below, the Rental Fee does NOT include any applicable Town of Sunset Beach, Brunswick County, and State of North Carolina accommodation and sales tax fees, post-rental cleaning fees, security deposit, or pet fees (if applicable to the rental). North Carolina General Statute 105-164.4(a)(3) imposes a room occupancy tax on the rental of any premises rented for less than ninety (90) days.
- 4. Financial Terms:** For a reservation to be accepted and dates guaranteed, a deposit payable to Bugg Properties, LLC equal to 50% of the Rental Fee is due to the Owner along with a signed Rental Agreement. For extended stay rentals (one month or more in duration), an alternative payment schedule may be arranged with the Owner. Money order, cashier's check, or personal check made payable to Bugg Properties, LLC are all acceptable forms of payment. Credit card payments are also accepted, however, the tenant must cover the 3% transaction processing fee. The balance of all fees due (rental fee, security deposit/pet fee, cleaning fee, and taxes) must be received by the Owner at least three weeks (21 days) prior to the start of Tenancy. It is the tenant's responsibility to remember payment due dates as no reminders will be sent from the Owner to tenant. Once all fees are paid in full, the Owner will provide detailed check-in/check-out instructions to the email address provided on Page 1. These instructions will include details about key to access the Premises.

**Rate Details:**

**428 33rd Street**

Rental Rate	\$ 675.00
# Nights / # Weeks	1
<b>Total rental fee</b>	<b>675.00</b>
Town of Sunset Beach & Accommodations Tax (6% of rental fee)	40.50
Brunswick County Sales Tax (2% of rental fee)	13.50
State of North Carolina Sales Tax (4.75% of rental fee)	32.06
<b>Total taxes due</b>	<b>86.06</b>
Cleaning Service (peak=incl w/rental fee; off season= separate)	65.00
Security deposit	200.00
Pet rental Y/N (pet friendly rentals retain 50% of the security deposit)	Y

<b>Total due</b>	<b>\$ 1,026.06</b>
<b>Deposit (50% of the Rental Fee due with signed agreement)</b>	<b>\$ 337.50</b>
Balance Due (Required 21 days prior to Tenancy)	\$ 688.56
Security deposit eligible for refund	\$ 100.00

Tenant agrees to pay a \$25.00 processing fee for any check of Tenant returned by the financial institution due to insufficient funds or because Tenant did not have an account at the financial institution.

- 5. Security Deposit:** Any security deposit provided for in Paragraph 4 above may be applied to actual damages caused by Tenant as permitted under the Tenant Security Deposit Act. In addition, Owner may deduct from the security deposit the amount of any Internet and/or cable television charges that are not specifically described in this Agreement (including any addendum hereto) as being included with the Premises. Owner shall apply, account for, or refund Tenant's security deposit within 45 days following the end of the tenancy.

Tenant(s) \_\_\_\_\_



Owner \_\_\_\_\_

**6. Trip Insurance:** Trip Cancellation/Interruption Insurance is not offered directly by the Owner. It is the responsibility of the Tenant to acquire such coverage, if desired. Please visit [www.insuremytrip.com](http://www.insuremytrip.com) for more details. 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 11).

Tenant initial(s) to acknowledge no trip insurance is offered by Owner: \_\_\_\_\_

**7. 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 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; and notifying Owner in writing of the need of replacement of or repairs to a smoke detector, and replacing the batteries as needed during the tenancy. Tenant acknowledges that he/she meets the minimum rental age of 25 years old. Tenant agrees not to use the Premises for any activity or purpose that violates any criminal law or governmental regulation. Tenant's breach of any duty contained in this paragraph shall be considered material, and shall result in the termination of Tenant's tenancy. If deposits have been made and a breach is discovered, all monies paid to Owner will be forfeited and tenancy terminated.

**8. Owner Duties:** Owner agrees to provide the Premises in a fit and habitable condition. If at the time Tenant is to begin occupancy of the Premises, Owner cannot provide the Premises in a fit and habitable condition or substitute a reasonably comparable property in such condition, Owner shall refund to Tenant all payments made by Tenant. No refund is due to Tenant for mechanical failure (HVAC, hot water heater, appliances, etc.) during the tenancy. Should a mechanical failure occur, Tenant is to contact the Owner directly (detailed instructions and contact numbers available in the House Manual at the property and online at [www.thebugghouse.com](http://www.thebugghouse.com)). The landlord will work diligently to rectify the issue in a timely manner. Owner shall conduct all activities in regard to this Agreement without respect to the race, color, religion, sex, national origin, handicap or familial status of any Tenant.

**9. Cancellation.** In the event of a cancellation by Tenant, Tenant shall receive a full refund of all payments made by Tenant, less an administrative fee of \$100.00, only 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 Owner, shall be responsible for seeking reimbursement of any fees paid prior to Tenant's cancellation.

**10. Transfer of Premises:**

- (1) If the Owner voluntarily transfers, (sells), 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. 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.
- (2) Upon termination of the Owner's interest in the Premises, whether by sale, assignment, death, appointment or a receiver or otherwise, the Owner, Owner's agent, or real estate agent is required to transfer all advance rent paid by Tenant 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 must be transferred to Tenant within 30 days.

Tenant(s) \_\_\_\_\_



Owner \_\_\_\_\_

- (3) If the Owner's interest in the Premises is involuntarily transferred prior to Tenant's occupancy of the Premises, the Owner is required to refund to Tenant all advance rent paid by Tenant within 60 days after the transfer.
- 11. Evacuation:** If State or local authorities order a mandatory evacuation of an area that includes the Premises, Tenant shall comply with the order. If State or local authorities issue a voluntary evacuation AND decide to close the access bridge to the island, Tenant will vacate the premises. Trip Cancellation/Interruption Insurance may provide partial or full refund of rent. It is the Tenant's responsibility to seek reimbursement from the Insurance provider (see item #6 for details on Trip Insurance).
- 12. Expedited Eviction:** If the tenancy created hereunder is for 30 days or less, the expedited eviction procedures set forth in the North Carolina 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 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.
- 13. Indemnification and Hold Harmless; Right of Entry; Assignment:** Tenant agrees to indemnify and hold harmless 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 Owner, or the failure of the Owner to comply with the Vacation Rental Act. Tenant agrees that Owner or their representative may enter the Premises during reasonable hours to inspect the Premises, to make such repairs, alterations or improvements thereto as 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 Owner.
- 14. Phone / TV / Cable / Internet Availability:** Tenant acknowledges that the Owner does not provide a land line (phone) at the residence. Basic Cable TV is provided year-round with expanded cable available May-September ONLY. If an off-season tenant prefers expanded cable, arrangements can be made with the Owner with any additional fees paid by the Tenant. Internet service via ATMC is provided May-September ONLY. ATMC provides a cable modem and wireless router. No refunds are provided if Internet service is not functioning properly or Tenant is unable to connect their equipment to the wireless network.
- 15. Pets:** Unless a Pet Addendum is attached to this agreement, no pets shall be allowed in or on the Premises. Tenant's breach of this provision shall be considered material, and shall result in the termination of Tenant's tenancy and forfeiture of Tenant's security deposit.
- 16. Smoking:** Use of Tobacco products of any form (cigarettes, cigars, chewing tobacco, etc.) is prohibited on the property. This includes inside the house, outside on the decks, under the home, in the yard, or on the driveway. Tenant's breach of this provision shall be considered material, and shall result in the termination of Tenant's tenancy and forfeiture of Tenant's security deposit.
- 17. Parking:** Guests may park their vehicles on the gravel driveway and on the concrete pad directly under the house. No vehicles should be parked in the grass at any time. Guests are limited to two (2) cars. Sunset Beach does not allow cars to be parked along the street in front of the property. Please be mindful of local ordinances. Permission from the Owner prior to tenancy must be obtained for additional vehicles to be at the property.
- 18. Use of Owner's Personal Property:** Owner hereby permits Tenant to use any of the Owner's personal items left in the Premises (except items locked in specific "Owner's Closets"), included but not limited to: grill, paper products, food products, beach/water toys, and cleaning products. Any personal items or cleaning supplies used up during the Tenancy should be replaced prior to vacating the Premises. In the event that the Premises or any personal property is missing or damaged in any way, Tenant agrees to notify Owner immediately.

Tenant(s) \_\_\_\_\_



Owner \_\_\_\_\_

**19. Cleaning:** At end of tenancy, Tenant agrees to remove all personal items, return all furniture to its original position, replace any personal items used, wash all dishes (load the dishwasher and run it before departing), and leave the house straight in orderly. A third party cleaning service will perform a post-rental cleaning of the home unless noted otherwise by this agreement. If there are any concerns about the arrival condition of the home, the Tenant MUST contact the Owner within the first 24 hours of the start of the rental agreement. There are no refunds to cleaning fees paid.

**20. Trash Removal / Trash Service:** Tenant is expected to remove all trash from the home prior to departure and take the roll out trash can to the street. Trash pickup service is provided by the Town of Sunset Beach according to the schedule found in the House Manual.

**21. Restrictions:** Tenant agrees to abide by the following additional Owner requirements and City of Sunset Beach ordinances:

- a. Guests are welcome at the Premises; however, Owner is to be notified of any overnight guests not identified on Page 1 of this Agreement.
- b. No more than 6 people are allowed to overnight in the Premises.
- c. None of the following is allowed on the beach: cars, campfires, grills, glass containers.
- d. Fireworks are prohibited by North Carolina state law and are strictly enforced by the Sunset Beach police department.
- e. Between sunset and sunrise, no personal property may be left on the beach – this includes, but is not limited to, volleyball nets, poles, tents, chairs, beach towels, fishing rods, and umbrellas.
- f. No surfing in the Atlantic Ocean between 32<sup>nd</sup> Street and 5<sup>th</sup> Street. Red and Yellow poles at the beach access walkways mark the designated no surf zone.
- g. Dogs are allowed on the beach 6pm-8am during peak season, anytime off season. Dogs must be leashed at all times and owners must carry pet waste disposal bags or risk being fined by the beach patrol.

**22. Lead-based Paint Hazards: Lead Warning Statement:** The Premises was built prior to 1978. Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

**Landlord’s Disclosure:**

- Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the Premises.
- Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Premises.

**Tenant’s Acknowledgment:**

- Tenant has received the pamphlet *Protect Your Family from Lead in Your Home.* (See [www.thebughouse.com](http://www.thebughouse.com) to download the pamphlet.)

**23. Additional Provisions:**

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Tenant(s) \_\_\_\_\_



Owner \_\_\_\_\_

**PET ADDENDUM**  
**(Applicable ONLY if noted in Section 4, Rate Table)**

1. **Pets:** Tenant is allowed to have no more than two, (2) small, well-behaved, non-destructive, non-dangerous, potty trained dogs as pets on the Premises during Tenancy. The Owner reserves the right to request pet references and/or photos and to not allow tenancy with a pet for any or no reason at all. Tenant is requested to kennel/crate unattended pet(s). Please list the name, age, weight and breed for any dogs staying at the property during the rental period.

	<b>DOG 1</b>	<b>DOG 2</b>
<b>NAME</b>		
<b>AGE</b>		
<b>BREED</b>		
<b>WEIGHT</b>		

2. **Dangerous Dogs:** Under no circumstances shall a dog of the following breeds be allowed on the Premises: Akita, Alaskan Malamute, Chow Chow, Doberman Pinscher, German Shepherd, Pit Bull, Presa Canario, Rottweiler, Siberian Husky, Staffordshire Bull Terrier or Wolf hybrid (Wolfdog). By signing this Pet Addendum, Tenant pledges to Owner that the pet(s) listed above has no history of attacking and/or harming other people or animals. Furthermore, Tenant hereby agrees to indemnify Owner from any liability to third parties which may result from Tenant's keeping of such pet(s) on the Premises during the vacation period.

3. **Removal of Undesirable Pets:** Owner reserves the right to demand that a pet previously allowed under this Pet Addendum be removed within 36 hours of verbal notice if Owner believes that the pet is dangerous or a nuisance to others or is simply "undesirable." Such action shall NOT change any other terms of the Vacation Rental Agreement. (Note: Reasons for the removal of a pet could include but are not limited to: excessive barking, property damage, or fear of the pet by neighbors or other vacationers.)

4. **Non-Refundable Pet Fee:** A Non-Refundable Pet Fee of \$100.00 (50% of the security deposit) shall be charged for a "Pet Friendly" rental. Tenant acknowledges that the amount of the Pet Fee is reasonable and agrees that the Owner shall not be required to refund the Pet Fee in whole or in part. Tenant agrees to reimburse Owner for any primary or secondary damages caused thereby whether the damage is to the Premises or to any City/Town, or neighbor's property. Examples of damage include, but are not limited to damage to house or yard, chewing, scratched walls/doors, excessive waste in the yard, pet stains on carpet or furniture, fleas, etc.

5. **Clean up after your Pet:** Tenant(s) are expected to clean up after their dog(s) during and following the rental period. This includes but is not limited to removing all feces and filling any holes dug. The post-rental cleaning will not address clean up in the yard or exterior property.

6. **Town Ordinances:** Sunset Beach town ordinances do not allow dogs on the beach between 8am and 6pm, Memorial Day Weekend through Labor Day Weekend. Additionally, dogs must be on leash at all times and the pet owner is expected to carry poop bags for waste disposal. The Police department and Sunset Beach Patrol strictly enforce these laws and will impose fines for each violation without warning.

7. **Fencing:** The Premises at 428 33<sup>rd</sup> Street has a fenced in rear yard with gates to the driveway, rear, and side yards. The rear, front, and roof top decks are INCLUDED in the fenced in area. Note that the pickets/railings surrounding the deck areas are wider than current building code. The Owner is NOT responsible for injury, loss, or fines that may be incurred if a dog falls from the decking/roof and/or escapes from the Premises. Also note that the ground is sandy and that it is possible for a dog to dig under the fence and escape.

Tenant(s) \_\_\_\_\_



Owner \_\_\_\_\_



- 8. **Noise:** Sunset Beach is a small quiet island. An unattended barking dog can be a nuisance to neighbors and other vacationers, and could result in a fine from the local Police department. Please kennel/crate your dog indoors when you are not home.
- 9. **Breach:** Tenant's breach of any provisions in this Addendum may be considered material, and can result in the termination of the Tenant's tenancy and forfeiture of Tenant's security deposit.

**Tenant (s):**

\_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Printed Name \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Printed Name \_\_\_\_\_

**Owner:**

\_\_\_\_ Jeannette Bugg, owner \_\_\_\_\_  
Jeannette or Robert Bugg  
Owner/Manager, Bugg Properties, LLC

Date: 01.10.2014

*Bugg Properties, LLC makes no representation as to the legal validity or adequacy of any provision of this form in any specific transaction. Document derived and adapted from the Vacation Rental Agreement, Standard Form 411-T, the Vacation Rental Addendum, Standard Form 2A13-2, and the Disclosure of Information on Lead-based Paint and Lead-based Paint Hazards Standard Form 430-T provided by The North Carolina Association of Realtors®, Inc.*

*Bugg Properties, LLC does not discriminate in the sale, lease or rental of housing, or make housing otherwise unavailable, because of race, color, religion, sex, handicap, familial status, or national origin. Bugg Properties, LLC ABSOLUTELY discriminates against dangerous, poorly behaved, destructive, barking, or non-potty trained dogs.*

Tenant(s) \_\_\_\_\_



Owner \_\_\_\_\_