

1. Tax rates are calculated as of the time of this Agreement. Guest shall be responsible for payment of all applicable taxes according to rates in effect at the time of occupancy.
2. All of our vacation properties are individually owned and reflect each owner's taste and requirements. These differences in ownership contribute to each property's identity. Some properties provide linens as noted in individual property description. If linens are not provided, they are available for rent. If you have specific standards or requirements for your vacation residence, we advise personal inspection of the property prior to making your reservation. **WE CANNOT MAKE SUBSTITUTIONS OR GIVE REFUNDS UPON YOUR ARRIVAL.**

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.

3. **SECURITY/DAMAGE DEPOSIT-SECURITY DEPOSIT PROTECTION PLAN-**A security/damage deposit is charged for all resort rental properties if the Security Deposit Protection Plan is not purchased. To avoid charges from your security/damage deposit, please notify our office immediately of any discrepancies or damages in the property. If any damages should occur during your stay, we also ask that you notify our office so that we have an opportunity to make repairs during your stay. Deductions from your security/damage deposit as permitted by the NC Tenant Security Deposit Act could include, but are not limited to, additional cleaning, moving furniture to its proper place, removal of excess trash or if check out procedures are not followed. For your benefit, each property is inspected by an authorized Sun-Surf representative after each guest's departure. Your security/damage deposit will be returned within 30 days of your departure. We offer a Security Deposit Protection Plan if you would like to decline the Security/Damage Deposit for a fee of \$50 for stays of 30 days or less. If purchased, the Security Deposit Protection Plan insures the guest up to \$3,000 of accidental loss or damage to the resort rental property. By submitting payment for this plan, you authorize and request CSA Travel Protection and Insurance Services to pay directly Sun-Surf Realty any amount payable under the terms and conditions of the Security Deposit Protection Plan. This plan in no way releases the guest from their responsibility for intentional damages and/or additional cleaning or damages that exceed \$3,000. Certain terms and conditions apply. Full details of the Security Deposit Protection Plan coverage are contained in the Certificate of Insurance. For more information, you may call CSA Travel Protection at 888-470-9123.
4. **CANCELLATION POLICY** Should you need to cancel or transfer your confirmed reservation for any reason, all monies paid will be forfeited. If the property is re-rented for the same time period at the same rental rate and confirmed by another guest for the entire period of your reservation, your deposit will be refunded, less paid travel insurance, \$150 cancellation fee and applicable taxes or any fees for goods or services which may have already been paid to third parties. ALL CANCELLATION REQUESTS MUST BE MADE IN WRITING. Sun-Surf Realty reserves the right to cancel or transfer a reservation prior to arrival. In the event we must do this, your reservation will be transferred to a comparable property or a full refund will be given to the tenant. Sun-Surf Realty acts as Agent on behalf of the homeowner of resort rental properties and reserves the right to cancel any Vacation Rental Agreement prior to guest's arrival. Should this occur, guest will be refunded all monies paid. Sun-Surf Realty nor the homeowner shall be held liable for any damages occurred as a result of the cancellation. We will make every effort to move you to a comparable resort rental property however, should the property offered be more expensive, the guest will be responsible for paying the difference.
5. **SEVERE WEATHER** There are no refunds in the event of a hurricane, evacuation, or inclement weather. We strongly suggest you purchase the travel insurance offered to protect against potential loss. For more information on Vacation Travel Protection Insurance (Addenda 1-A), please read that section.
6. Agent agrees to provide the Premises in a fit and habitable condition. If at the time Guest is to begin occupancy of the Premises, Agent cannot provide the Premises in a fit and habitable condition or substitute a reasonable comparable property in such condition, Agent shall refund to Guest all payments made by Guest. 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 Guest.
7. Guest agrees to comply with all obligations imposed by the Vacation Rental Act on Guest with respect to maintenance of the Premises, including but not limited to keeping the Premises as clean and safe as the condition of the Premises permit and causing no unsafe or unsanitary conditions in the common areas and remainder of the Premises that Guest 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 your stay. Guest breach of any duty contained in this paragraph according to contract shall be considered material, and shall result in the termination of your occupancy. Guest understands and agrees that the herein described premises are to be used solely for vacation purposes.
8. If the occupancy created hereunder is for 30 days or less, the expedited eviction procedures set forth in the Vacation Rental Act will apply. Guest may be evicted under such procedures if Guest: (i) holds over in possession after Guest's occupancy 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 Guest's occupancy; (iii) fails to pay rent as required by this Agreement; or (iv) has obtained possession of the Premises by fraud or misrepresentation.
9. Guest 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 Guest's visitors) 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. Guest 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 guests. Guest shall not assign this Agreement or sublet the Premises in whole or part without written permission of Agent. Guest understands and agrees that any guest of his shall be the responsibility of the Guest and that any violation of this Agreement by guest of the Guest shall be grounds for summary termination of this Agreement.
10. **Transfer of Premises.**
  - a) If the owner voluntarily transfers the Premises, Guest has the right to enforce this Agreement against the buyer of the Premises if Guest's occupancy under this Agreement is to end 180 days or less after the buyer's interest in the Premises is recorded. If Guest's occupancy is to end not later than 180 days after such recordation, Guest has no right to enforce the terms of this Agreement unless the buyer agrees in writing to honor this Agreement. If the occupancy is to end more than 180 days after recording of the grantee's interest, the tenant shall have no right to enforce the terms of the agreement unless the grantee has agreed in writing to honor those terms, but the tenant shall be entitled to a refund of payments made by him or her except other fees owed to third parties not already lawfully disbursed. Not later than 20 days after transfer of the Premises, the grantee or his Agent shall: (i) notify Guest in writing of the transfer of the Premises, the buyer's name and address, and the date the buyer's interest was recorded; and (ii) advise Guest whether Guest has the right to occupy the Premises subject to the terms of the Vacation Rental Agreement (iii) Advise each tenant of whether he or she has the right to receive a refund of any payments made by him or her.
  - (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 Guest (and other fees owed to third parties not already lawfully disbursed) to the owner's successor-in-interest within 30 days, and notify Guest by mail of such transfer and of the transferee's name and address. However, if Guest'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 Guest (and other fees owed to third parties not already lawfully disbursed) must be transferred to Guest within 30 days.
  - (c) If the owner's interest in the Premises is involuntarily transferred prior to Guest's occupancy of the Premises, the owner is required to refund to Guest all advance rent paid (and other fees owed to third parties not already lawfully disbursed) within 60 days after the transfer.
11. This is a legally binding contract. If not understood, seek competent advice. This Agreement shall be governed by and interpreted in accordance with the law of the State of North Carolina. This Agreement shall be treated as though it was executed in the County of Carteret, State of North Carolina and was to have been performed in the County of Carteret, State of North Carolina. Any action relating to the Agreement shall be instituted and prosecuted in courts in Carteret County, North Carolina. Customer/Guest specifically consent to such jurisdiction and to extraterritorial service of process. Amendments to this Agreement must be in writing and signed by all parties. This Agreement represents the entire Agreement of the parties, and there are no misrepresentations, inducements or other provisions other than those contained in the Agreement.
12. Addenda. Any addenda to this Agreement are described in the following space and attached hereto:  
1-A 1-B

\_\_\_\_\_, Guest agrees that Guest has received and read any such addenda, and that they shall constitute an integral part of this Agreement.

## ADDENDA 1-A

**NC VACATION RENTAL ACT**-(NC General Statutes Section 42 A-1) applies to all vacation rental agreements entered into for stays of 30 days or less. This act applies to all Vacation Rental Agreements entered into after October 1, 2005. Sun-Surf Realty conducts business under the VRA and acts as agent on behalf of the homeowner. A complete copy of the VRA is available to you upon request.

**OFFICE HOURS**-We are open 7 days a week from 8:30 AM – 5:00 PM. Our reservation lines are OPEN 24 hours a day, 7 days a week to assist you. Our office hours may differ on Sundays during the off-season (November-March). Please call us prior to visiting our office on a Sunday during these months.

**ARRIVAL**-Please pick-up your keys at our office located at 7701 Emerald Drive. We are 2 miles from the Emerald Isle Bridge and 17 miles from the Atlantic Beach Bridge.

**CHECK-IN 4:00 PM**-Please plan your trip accordingly as we need time to prepare your resort rental for you. Unfortunately, we are not able to provide you with keys until 4:00 PM or later. We can not offer early check-ins unless you have taken advantage of our Early Check-In Service and paid 2 weeks prior to arrival. Please have your Vacation Rental Agreement with you at check-in. Your account balance **MUST** be paid in full prior to check-in. PERSONAL CHECKS are not accepted at check-in. Sun-Surf Realty reserves the right to delay check-in to the property until 6:00 PM should extraordinary circumstances arise.

**EARLY CHECK-IN OR LATE CHECK-OUT**-We offer a limited number of 1:00 PM check-ins and late check-outs for an additional fee of \$75 for each service. Please let your reservationist know at the time of booking as this service is limited and must be requested and paid for 2 weeks prior to arrival. This service is not available for any of our Premier homes and does not apply to all resort rentals. Should the owner have the preceding or following week in your resort rental, this service will not be available.

**LATE ARRIVALS**-If you will be arriving after our office is closed, please let us know at time of booking. We will gladly leave your keys, directions to your resort rental and a welcome package at the Emerald Isle Police Department located at 7500 Emerald Drive. Your account with us must be paid in full and we must receive a signed copy of your Vacation Rental Agreement for keys to be left after hours. Please have ID ready when checking in after hours. Please check-in with our office the following morning by 11:00 AM.

**CHECK-OUT 10:00 AM**-Our check-out time of 10:00 AM is strictly enforced; sorry no exceptions! All keys, passes and gate cards issued should be returned to our office by 10:00 AM. Otherwise unless previous arrangements have been made, a late check-out could result in additional fees equal to one-night's rent or more.

**DEPARTURE CLEANING**-We are happy to provide a complimentary departure cleaning. Please maintain the property during your stay and treat it as if it were your own. Prior to departing your resort rental, we ask that you close and lock all windows and doors, leave all dishes clean and put away, remove all trash and place in trash receptacles outside and empty the refrigerator. Should you leave the property unusually dirty, your damage deposit or credit card will be charged for the cleaning costs. If you would like a mid-week clean during your stay, simply contact our office and we can schedule this for a fee.

**ACCOMMODATIONS**-If at the time the tenant is to begin occupancy (Except in G.S.42A-36) and the Agent is not able to provide the property in a fit and habitable condition or substitute a reasonably comparable property in such condition, Agent shall refund tenant all payments made by the tenant. Please note that some homeowners of resort rental properties have chosen not to provide window or door screens. All of our resort rental properties are individually owned and reflect the taste of each owner. Sheets and towels are provided in some vacation homes. Please check the property description for those that provide the service or ask one of our reservationists. Linen services are available for rent. Resort rental properties are set up for basic cooking needs. Most properties (with a few exceptions) offer basic cable and telephone services. Cleaning supplies and paper products are not provided. If you have specific standards or requirements for your vacation rental property, we advise that you make a personal inspection of the property during the off-season prior to making your reservation. **WE CANNOT MAKE SUBSTITUTIONS OR GIVE REFUNDS UPON YOUR ARRIVAL.**

**RESERVATION PAYMENTS/FEES**-A deposit of 50% of your base rent plus applicable taxes and Travel Insurance (if selected) is due within 7 days from the date your reservation was made. You will receive a Vacation Rental Agreement which must be signed and returned to our office. All monies collected by Sun-Surf Realty are held in an interest bearing trust account at Bank of America, Emerald Isle (an insured North Carolina Bank) with interest being paid to Agent. Should we not receive your deposit by the due date, your reservation will be cancelled. You will not be notified or reminded to pay the deposit due. The balance of your account is due 45 days prior to check-in.

**RESERVATION CONFIRMATION**-A VACATION RENTAL AGREEMENT will be sent to you by mail, fax or email after your reservation is made. Please read, sign and return the Agreement with your deposit within 7 days of receipt. Failure to return the signed VACATION RENTAL AGREEMENT will result in automatic cancellation of your reservation.

**FORMS OF PAYMENT ACCEPTED**-We gladly accept personal checks or certified funds if we have at least 30 days to process. Accepted forms of payment are US funds only. VISA and MASTERCARD are accepted for your convenience. For reservations made less than 30 days prior to arrival or for less than a full week, payment in full is due at the time of booking. Sun-Surf Realty may disburse up to 50% of advance rent payments to homeowners and vendors prior to guest's arrival. A fee of \$30 will be charged for any checks returned for insufficient funds or closed account.

**TAXES**-We collect North Carolina sales tax of 7.75% and Carteret County occupancy tax of 5% on all rentals of 90 days or less. Although subject to change, as we go to press the total tax is currently 12.75%. Sales and occupancy taxes are charged for all rental items, services or fees at a tax rate of 12.75%.

**CANCELLATION/TRANSFER POLICY**-Should you need to cancel or transfer your confirmed reservation for any reason, all money paid will be forfeited. If the property is re-rented for the same time period/rental rate and confirmed by another guest for the entire period of your reservation, your deposit will be refunded, less a \$150 cancellation fee, travel insurance and applicable taxes or any fees for goods or services which may have already been paid to third parties. **ALL CANCELLATION REQUESTS MUST BE MADE IN WRITING.**

**2011 TENTATIVE RESERVATIONS**-We gladly accept advance reservations for the following year Monday through Friday during your stay at no charge! Guests staying in a resort rental have priority for rebooking that property for the following year until the Tuesday after their departure. Otherwise, the property is available on a first come, first served basis to others. Tentative reservations will be confirmed in December when your deposit of 50% is due. Homeowners have first rights to all weeks for the following year.

**VACATION TRAVEL PROTECTION INSURANCE**-Sun-Surf Realty offers to every guest optional but highly recommended Travel Protection Cancellation/Interruption Insurance. Our current provider is CSA and they are authorized by the NC Department of Insurance. The cost of the insurance shall not exceed 8% of the total for the vacation rental. Travel Protection charges are automatically included in your advance rental payment. If you choose not to purchase the Travel Protection Insurance, you may decline by initialing where indicated on your VACATION RENTAL AGREEMENT. If you choose not to purchase the Travel Protection, we do not offer REFUNDS for any reason including HURRICANE EVACUATIONS. If a tropical storm has been named prior to purchase of the insurance, it is not covered. Please contact CSA directly with questions or concerns at 866-298-6846. **THE INSURANCE PREMIUM IS NON-REFUNDABLE AND NON-TRANSFERABLE.**

**MANDATORY EVACUATIONS**-If State or local authorities, acting pursuant to Article 36A of Chapter 14 or Article 1 of Chapter 166A of the General Statutes, order a mandatory evacuation of an area that includes the residential property subject to a vacation rental, the tenant under the vacation rental agreement, whether in possession of the property or not, shall comply with the evacuation order. Upon compliance, the tenant shall be entitled to a refund from the landlord of the prorated rent for each night that the tenant is unable to occupy the property because of the mandatory evacuation order. The tenant shall not be entitled to a refund if: (i) prior to the tenant taking possession of the property, the tenant refused insurance offered by the landlord or real estate broker that would have compensated the tenant for losses or damages resulting from loss of use of the property due to a mandatory evacuation order; or (ii) the tenant purchased insurance offered by the landlord or real estate broker. The insurance offered shall be 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.)

**SECURITY/DAMAGE DEPOSIT-SECURITY DEPOSIT PROTECTION PLAN**-A security/damage deposit is charged for all resort rental properties if the Security Deposit Protection Plan is not purchased. To avoid charges from your security/damage deposit, please notify our office immediately of any discrepancies or damages in the property. If any damages should occur during your stay, we also ask that you notify our office so that we have an opportunity to make repairs during your stay. Deductions from your security/damage deposit as permitted by the NC Tenant Security Deposit Act could include, but are not limited to, additional cleaning, moving furniture to its proper place, removal of excess trash or if check out procedures are not followed. For your benefit, each property is inspected by an authorized Sun-Surf representative after each guest's departure. Your security/damage deposit will be returned within 30 days of your departure. We offer a Security Deposit Protection Plan if you would like to decline the security/Damage Deposit for a fee of \$50 for stays of 30 days or less. If purchased, the Security Deposit Protection Plan insures the guest up to \$3,000 of accidental loss or damage to the resort rental property. By submitting payment of this plan, you authorize and request CSA Travel Protection and Insurance Services to pay directly Sun-Surf Realty an amount payable under the terms and condition of the Security Deposit Protection Plan. This plan in no way releases the guest from their responsibility for intentional damages and/or additional cleaning or damages that exceed \$3,000. Certain terms and conditions apply. Full details of the Security Deposit Protection Plan coverage are contained in the Certificate of Insurance. For more information, you may call CSA Travel Protection at 888-470-9123.

**FAMILIES ONLY/SPECIAL EVENT OCCUPANCY**-It is our policy not to rent to party groups even if chaperoned, such as prom, fraternity, school or civic groups. Only family groups are accepted in our resort rental homes. **NO PARTY GROUPS OR CHAPERONED GROUPS ARE ACCEPTED.** We reserve the right to cancel/terminate or reject reservations if made under false pretenses. Sun-Surf Realty requires a minimum age of 21 for a rental guest to enter into a Vacation Rental Agreement. Violations of this policy will result in immediate eviction without refund. For special event accommodations such as weddings, receptions and family reunions at your resort rental, approval by our office is required prior to making your reservations. Additional fees apply for special events. A security deposit of \$600 must be paid in full prior to check-in for event properties.

## ADDENDA 1-B

**LIMITED CAPACITY**-Emerald Isle and the various towns are served by septic systems. State and local health department regulations regarding septic tank disposal systems limit the occupancy in these dwellings to two persons per bedroom. Overcrowding will not be permitted. Extra bedding is for the convenience of the owner and not for use by additional guests. Overcrowding a property could result in eviction without refund.

**LINENS**-Linens including sheets and towels are provided in some of our resort rental properties. Linen service is provided for stays of one week or more. Linens are not provided for stays of less than one week but this service can be purchased through our office. Linens are not provided for stays of 30 days or more (even if advertised in the description) as this is an amenity provided with short term rentals. Please contact our office for a quote for linen service if you are staying more than 30 days. Some properties provide bed making with the linen service. Please allow up to 6 PM or after (especially during the busy summer months) for the beds to be prepared for your arrival. No refunds are given for linens delivered after 6PM or if beds are not made prior to check-in.

**PET POLICY**-We are happy to provide a great selection of resort rental homes that ALLOW PETS! It will be listed in the property description if pets are allowed. A non-refundable pet fee will be charged for each pet with a maximum of two pets allowed. Dogs are allowed only, no cats please. Should you bring a pet to a "no pets allowed" resort rental, you will be evicted with no refund and charged additional fees. The Town of Emerald Isle enforces a strict leash and waste pick-up law.

**TOWN/STATE LAWS**-Town ordinance prohibits camp fires and glass on the beach; overnight camping and parking of campers or motor homes are prohibited except in campgrounds. Many condominium complexes restrict or prohibit parking of campers, motor homes, trailers and boats. Please check when making your reservation. Sea oats and our precious dunes are beautiful...please look, but do not touch to avoid fines or imprisonment. NC law prohibits grilling on any deck or balcony surface. Grilling should be done on flat, concrete surfaces on the street side of the property, out of the wind. If your resort rental property provides a grill, the guest is responsible for cleaning the grill. The Town of Emerald Isle currently allows four-wheel drive automobiles to drive on the beach during a specified time (usually the week after Labor Day through April 30th). A permit and payment of fees are required prior to driving on the beach. For more information and for the latest information on this law, please contact Town Hall (252) 354-3424 or visit their website at [www.EmeraldIsle-NC.org](http://www.EmeraldIsle-NC.org).

**TELEPHONES**-For your convenience, all resort properties are equipped with telephones. All long distance calls made or calls accepted for a charge will be billed directly to the guest. Local calls are free. There may be an exception to this as some homeowners choose their own long distance service or place long distance blocks on telephones. Free unlimited long distance is provided in some of our resort rental homes. Please check the property description for those that provide this service.

**KEYS/GATE CARDS/POOL PASSES/PARKING PASSES**-Upon arrival you will receive 2 keys and the necessary gate cards (2 per condo), parking passes (2 cars/passes per condo only), and pool passes. Please return these to our rental office upon departure. There will be a \$25 fee charged for each key that is not returned at check-out. There will also be a charge of \$30 to \$100 for each gate card, parking pass or pool pass that is not returned at check-out. These charges cannot be refunded if items are returned at a later date.

**LOCKOUT POLICY**-If you are locked out of your resort rental during normal business hours, please come to our office for an additional key. After business hours, call our office and leave a message on our emergency service line. An agent of Sun-Surf Realty will contact you. If an agent must bring the keys to you, a \$50 charge is due at the time of the service.

**REPAIRS & SERVICE CALLS**-We cannot guarantee against mechanical failure of heating, air conditioning, TVs, VCRs, or other appliances. While rare, all pools/hot tubs are subject to temporary closing due to extenuating circumstances. Sun-Surf Realty is not responsible for any circumstances beyond our control, such as disturbances on nearby properties, construction noise or debris, or acts of nature. Please report any inoperative equipment to our office promptly. We will make every effort to have repairs made quickly and efficiently. Please note that we are unable to offer refunds for failure of any equipment in the property.

**LOST AND FOUND**-Sun-Surf Realty makes every effort to locate lost items, but is not responsible for items left behind. Upon request, items will be mailed to you via USPS C.O.D.; there will be a \$15 handling fee. Any items left for over 14 days will be donated to local charities.

**PIANO KEY LOTS/REVERSE FLOOR PLANS**-Some of the resort rental properties are built on piano key lots. Properties on "piano key" lots have direct water accesses, good views and may have homes in front of your home and/or to the left and right. Please check the property description to see if your property is on a piano key lot. A reverse floor plan is popular in many of our properties. This means that the living/kitchen/dining area is on the top level of the property with only roof and sky above.

**RESORT RENTALS FOR SALE/CONSTRUCTION**-Our properties may occasionally be listed for sale. We appreciate your cooperation in allowing the property to be shown to qualified buyers. We will make every effort to schedule the showing at a convenient time and not interrupt your vacation. In the event a resort rental property listed with our office is sold prior to arrival, our office will notify you of change of ownership in writing. You may experience construction going on near your resort rental during your stay. We apologize for any inconvenience this may cause; however, refunds can not be given and Sun-Surf Realty has no control over the construction or times of work being performed. Sun-Surf Realty is not notified when building is scheduled or is going on near resort rentals.

**MESSAGES/MAIL/FAX**-Each resort rental is equipped with a telephone and the number to your property is located on your Vacation Rental Agreement. Our office can receive messages for you; however, only emergency messages will be delivered. Mail may be sent to our office at 7701 Emerald Drive, Emerald Isle, NC 28594. Faxes of reasonable length may be sent and received through our office (252) 354-4746 for a nominal fee. Sun-Surf Realty can not be held liable for messages, mail or faxes not received, misplaced or for inability to notify guest.

**BEACH ACCESS & WIDTHS**-Pedestrian access areas to the ocean and sound are located about every 500 feet, usually at the end of every other street. Most have wooden walkways. Please note that the beach strand varies in width. Please let your Reservationist know when booking if you have special considerations or needs.

**HEATED SWIMMING POOLS/FIREPLACES**-If the property offers a heated pool, an additional fee will be charged if you wish for the pool to be heated during your stay. Please note heated pools are available only during the months of Labor Day to Memorial Day. To heat a pool, payment must be made in advance, prior to check-in. It may take several days for the pool to heat completely. Not all resort rentals offer a heated pool and dates of availability may differ. In the event you pay for the heated pool and for any reason it can not be heated, a refund of the heated pool fee only will be given. FIREPLACES (GAS OR WOOD) are advertised in the property description; however, use of these features are available during limited times, usually September thru May. Fireplaces are not available during the summer months.

**COMMUNITY SWIMMING POOLS**-Most swimming pools in communities or condo complexes are open from Memorial Day to Labor Day. Please contact our office for exact dates. The opening and closing of the pools varies and Sun-Surf Realty has no control or responsibility for their status. Periodically, pools are closed for maintenance without notice. Lifeguards are not provided.

**AMENITIES**-Use of amenities offered at resort rentals such as swimming pools, hot tubs, elevators, Jacuzzi/whirlpool tubs, golf carts or any other type amenity or appliance is used at guest's own risk. We cannot guarantee that they will be operational during your stay. Lifeguards are not provided. We will, however, make every attempt to make repairs but discounts or refunds will not be given should they not work during your stay.

**OTHER**-While some of our resort rentals offer handicap friendly properties, please note that they are NOT ADA APPROVED. Boating is available and very popular in our area. Please note that our area is very shallow in many areas. We can not guarantee you access to your dock from your boat in our sound front homes.

**DISCLOSURE**-By NC law, an agent must notify you that Sun-Surf Realty is employed by and represents the property owner. Sun-Surf Realty will make every effort to assist you in the selection of your rental property. Sun-Surf Realty may earn commissions or fees for any or all services provided. Sun-Surf Realty, its owners, and their agents may hold interest in vacation rental properties, companies or services offered. Sun-Surf Realty shall conduct brokerage activities in regard to this, or any agreement, without respect to race, color, religion, sex, national origin, handicap or familial status of any guest. Sun-Surf Realty may receive a commission or percentage for services provided through our office including but not limited to, travel insurance, linens, rental items and various other activities offered. Every effort has been made to ensure that information in the brochure is accurate. Some descriptions may not reflect changes to, or new information about, rental homes after the brochure is printed. We suggest that you view our website for the latest and most up to date information. The vacation property should not be used or occupied by more than the maximum allowable number of occupants including tenant's family, children, and guests. State health rules base occupancy on two persons per permitted bedroom. 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. Our realty firm 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.

**DISCLAIMER**-All information presented in the brochure and on the website should be considered as informational only with no misrepresentation intended.