

Haven on the Banks Cottages (6 Units)

Unit 1 (Bodie Island)

Unit 1 is a one story 1,350 SF cottage located on the beach road and next to the pool and tiki bar. It accommodates a maximum of 10 guests with 4 bedrooms and 3 full baths. The bedroom layout is as follows: one king master with private bathroom; one king bedroom and one queen bedroom, sharing a jack and jill bathroom; a bedroom with two double bunks, sharing a full bathroom. The kitchen is fully stocked with dinnerware and cookware. All linens, bath towels and beach towels are included. The cottage also has a washer/dryer, hot tub and stocked propane grill.

Unit 2 (Ocracoke)

Unit 2 is a one story 1,350 SF cottage located next to the pool and tiki bar. It accommodates a maximum of 10 guests with 4 bedrooms and 3 full baths. The bedroom layout is as follows: one king master with private bathroom; one king bedroom and one queen bedroom, sharing a jack and jill bathroom; a bedroom with two double bunks, sharing a full bathroom. The kitchen is fully stocked with dinnerware and cookware. All linens, bath towels and beach towels are included. The cottage also has a washer/dryer, hot tub and stocked propane grill.

Unit 3 (Oak Island)

Unit 3 is a one story 1,350 SF cottage located next to the Keeper's Galley courtyard. It accommodates a maximum of 10 guests with 4 bedrooms and 3 full baths. The bedroom layout is as follows: one king master with private bathroom; one king bedroom and one queen bedroom, sharing a jack and jill bathroom; a bedroom with two double bunks, sharing a full bathroom. The kitchen is fully stocked with dinnerware and cookware. All linens, bath towels and beach towels are included. The cottage also has a washer/dryer, hot tub and stocked propane grill.

Unit 4 (Cape Lookout)

Unit 4 is a one and one-half story 1,550 SF cottage located next to the Keeper's Galley courtyard. It accommodates a maximum of 8 guests with 4 bedrooms and 3 full baths and one half bath. The bedroom layout is as follows: one king master with private bathroom on first floor; two king bedrooms on the second floor, sharing a jack and jill bathroom; one king bedroom with private bath on second floor. The kitchen is fully stocked with dinnerware and cookware. All linens, bath towels and beach towels are included. The cottage also has a washer/dryer, hot tub and stocked propane grill.

Unit 5 (Currituck)

Unit 5 is a one and one-half story 1,550 SF cottage located across from the pool and tiki bar. It accommodates a maximum of 8 guests with 4 bedrooms and 3 full baths and one half bath. The bedroom layout is as follows: one king master with private bathroom on first floor; two king bedrooms on the second floor, sharing a jack and jill bathroom; one king bedroom with private bath on second floor. The kitchen is fully stocked with dinnerware and cookware. All linens, bath towels and beach towels are included. The cottage also has a washer/dryer, hot tub and stocked propane grill.

Unit 6 (Cape Hatteras)

Unit 6 is a one and one-half story 1,550 SF cottage located on the beach road and next to the entrance. It accommodates a maximum of 8 guests with 4 bedrooms and 3 full baths and one half bath. The bedroom layout is as follows: one king master with private bathroom on first floor; two king bedrooms on the second floor, sharing a jack and jill bathroom; one king bedroom with private bath on second floor. The kitchen is fully stocked with dinnerware and cookware. All linens, bath towels and beach towels are included. The cottage also has a washer/dryer, hot tub and stocked propane grill.

Pool and Tiki Bar (Old Baldy)

The pool and tiki bar areas will comfortably seat 42 guests. The tiki bar is equipped with blue-tooth sound system, wi-fi television, refrigerators and ice maker. The pool and tiki bar are open for use to all guests of Haven on the Banks.

Rental Guidelines

The minimum age required for the rental of the cottages at Haven on the Banks is 24 years old. Rental fees are seasonal and will fluctuate base on time of year. Haven on the Banks defines its seasons as follows:

- Off-season – January, February, March, November, December
- Mid-season – April, May, September, October
- Peak-season – June, July, August

Insurance

Sections five, six and seven of the contract hold the Patron responsible for the Reservation and indemnify and hold Haven on the Banks harmless for damage or loss to Patron or their guests and force majeure. We therefor strongly recommend that the Patron purchase independent Liability and Loss Insurance for the Reservation.

I acknowledge that I have read and understand the rental guidelines above.

Cottage Contract

Unit Number: Listed on proposal
 Unit Name: Listed on proposal
 Check-in date: Listed on proposal
 Check-out date: Listed on proposal
 Total nights: Listed on proposal
 Bride's Name (if applicable): Listed on proposal
 Groom's Name (if applicable): Listed on proposal
 Patron's Name: Listed on proposal
 Address: Listed on proposal
 Phone Number: Listed on proposal
 Email contact: Listed on proposal
 Type of Reservation: Listed on proposal

This agreement dated (Date) is made between Gandt Development, LLC ("Haven on the Banks") and the Patron shown above ("Patron") for the rental of the cottage(s) shown above in connection with the Reservation(s) shown above and is subject to the following terms and conditions:

1. **Deposit.** A non-refundable, non-transferable deposit for the full rental fee (listed on the proposal) must be paid by Patron prior to or at the time of signing of this Agreement. The rental fee is non-refundable in the event of cancellation. In addition, a \$500.00 refundable security deposit will be collected and held until after the event. It will be released within 30 days of the Function after verification that the property was unharmed. Payment can be remitted via check; however, the Credit Card authorization form is required to reserve the Function.
2. **Reservation.** The cottage(s) will be reserved exclusively for the dates shown above.
3. **Reservations Costs.** Prior to rental, a Reservation Sheet Estimate will be sent to the Patron setting forth the costs of the Reservation, including North Carolina Sales Tax (6.75%) and Dare County Occupancy Tax (6.0%). The Reservation Sheet Estimate shall constitute as part of this Agreement.
4. **Payment Schedule.** *First payment* is the deposit amount listed on the Reservation Estimate Sheet. It is 25% of the total and shall be paid and submitted with this signed contract to secure the dates of the Reservation. The full payment schedule is as follows:

Payment	Payment Amount	Payment Due
1 st Payment	25% of the total balance	Immediately to secure the dates of the Reservation
2 nd Payment	Remaining balance in the event portal	4 months prior to the check-in date of the Reservation
*A credit card processing fee of 3.0% will be applied to all credit card transactions. *If Gandt Development, LLC as not received payment within 3 days past the due date, Gandt Development, LLC reserves the right to automatically charge the credit card on file.		

5. **Liability and Damage of Property.** Patron covenants and promises to surrender the Property in as good and in the same condition as of commencement of the rental period, reasonable wear and tear excepted, and to reimburse Haven on the Banks any amount to cover loss or damages, including attorney's fees, for all damages. Patron agrees to verify inventory upon checking-in to such house(s) and further agrees to report any discrepancies to Haven on the Banks immediately. Haven on the Banks's staff will inspect property upon Patron's departure and charge all costs for damages due to extra cleaning, repairs, or replacements. Damages to the Property during the occupancy are the Patron's responsibility and must be reported to the staff of Haven on the Banks and paid for prior to departure. If the cost of the damage(s) and its associated repair(s) are undeterminable at the time of departure, Patron shall remain responsible for such costs and agrees to pay promptly when notified by Haven on the Banks of the assessed amount. Tax must be charged on the assessed damage amount. In homes with hot tubs or pools, Tenant will be charged for mid-week spa or pool cleaning resulting from overcrowding or misuse. Rearranging of furniture is not permitted. If grills are relocated to other areas of the property, they must be returned to their original home.
6. **Disclaimer.** Haven on the Banks shall not be responsible for damage to or loss (including theft) of any property of Patron or guests of Patron.

7. Indemnity. Patron shall indemnify and defend Haven on the Banks and hold it harmless from all claims, loss, liability, costs or expenses (including attorney's fees) rising from or in connection with the Reservation, including but not limited to claims of property damage, theft, personal injury, or death, except to the extent caused by the gross negligence or willful misconduct of Haven on the Banks. While not required, Trip insurance is strongly recommended.
8. Check-in. Patron may arrive at Haven on the Banks at 4:00 pm on the Reservation check-in date. In extreme situations, check-in may be extended to 6:00 pm for additional cleaning and unexpected maintenance. Patron shall not be on the property, including driveways, outside showers, pools, and hot tubs, prior to check-in. If the property is available, early check-in of 12:00 pm can be purchased for an additional \$350.00.
9. Check-out. Patron must check-out no later than 10:00 am on the Reservation check-out date. No occupancy of the property, including driveways, outside showers, pools and hot tubs is allowed after check-out. Patron is required to leave the property in good condition with:
 - All dishes washed and stored
 - All food removed from refrigerator and freezer and disposed of in the dumpster
 - Refrigerator and freezer wiped clean
 - All trash removed from the property, including the carport, and disposed of in the dumpster
 - All trash removed from the common areas, pool and tiki bar, and disposed of in the dumpster
 - Grill cleaned and free of food debris
10. Force Majeure. Haven on the Banks and Patron (parties) shall be excused from their performance under this Agreement to the extent that such performance is delayed or prevented (due to becoming inadvisable, commercially impracticable, or impossible to carry out) by causes beyond their control, including, but not limited to acts of God, inclement weather conditions, acts or orders of governmental authorities, arrest or seizure under legal process, fire, flood, explosion, disease/medical epidemics or outbreaks, or strike of any kind.
11. Cancellation Policy. The deposit of the rental fee is non-refundable and non-transferable to another date or Function unless cancellation is caused by an aforementioned Force Majeure event. Patron is responsible for all payments due according to the payment schedule outlined in section four as of the date of cancellation. Upon any cancellation by Patron, Haven on the Banks will refund all amounts paid by Patron with the exception of the rental fee unless caused by an aforementioned Force Majeure event. In such condition, the rental fee will also be refunded. Upon any cancellation by Haven on the Banks, all amounts paid by the Patron will be refunded including the rental fee. Haven on the Banks shall have the right to cancellation for convenience.
12. The parties have signed this Agreement as of the date written below.

Statement of Understanding

1. Maximum Occupancy. Units 1, 2, 3 have a maximum sleeping space of 10 guests. Units 4, 5, 6 have a maximum sleeping space of 8 guests. The total maximum occupancy for all 6 cottages together is 54 guests. If there are additional sleeping needs, such as adding an air-mattress, please discuss with the staff at Haven on the Banks. Over-occupied properties constitute a material breach and are subject to immediate eviction. Should eviction occur, no refund will be issued.
2. Smoking. Smoking is prohibited on all premises of Haven on the Banks. If smoking does occur, Patron is responsible for any damage caused by smoking including, but not limited to, stains, burns, odors, and removal of debris.
3. Illegal substances. Use of any restricted or illegal substance onsite by or on behalf of the responsible contracted rental, guests and associated vendors will result in immediate expulsion from the property, Reservation cancellation without refund and notification of the proper authorities and law enforcement officials in accordance with the state of North Carolina.
4. Linen Package. Haven on the Banks provides standard linen service to all cottages. All beds are equipped with sheets. Towel sets include: One (1) bath towel, hand towel, wash cloth and beach towel per guest. Every bathroom will have one (1) bathmat. The kitchens will be supplied with two kitchen towels. Additional linens may also be purchased by contacting the staff at Haven on the Banks. Any laundering needs will be the responsibility of the Patron. All cottages are equipped with washers and dryers in the event of immediate drying needs.
5. Pet policy. Pets are not permitted in any of the cottages or on the property overall. Violation is a material breach and is ground for immediate eviction with no refund. Certified service animals are permitted. If Patron or their guest(s) has a need to bring

their certified service animal, Patron must notify Haven on the Banks in advance of the Reservation with proof of service animal certification and a description of the service animal.

6. Keys. Digital codes will be issued to the Patron prior to check-in, and directions to the Property will be given before-hand. Each cottage will have a separate digital code for access.
7. Equipment and Furnishings. Properties are set up for normal housekeeping. Kitchen equipment, linens, bath towels, beach towels, mattress pads, pillows, and bedspreads are provided.
8. Supplies. Paper products, cleaning supplies, food items, and any personal items needed during the duration of stay, will be the sole responsibility of the Patron and/or their guests. Haven on the Banks will provide a "starter pack" of basic supplies to Patron.
9. Appliance Malfunctions. Service requests from the Patron will be responded to as soon as possible. There are no refunds or rebates issued to Patron for any reason, as every good faith effort is made to ensure that the Property is maintained. This policy shall include the loss of use of TV, DVD, stereo, internet, or other entertainment equipment, hot tub, pool, or any other household equipment due to mechanical failure, power outage, water system outage, Cable TV service disruption, or any other electronic or entertainment system. Haven on the Banks is not responsible for changes, additions, or deletions, of equipment in the properties.
10. Personal Items. Personal items left in the home after check-out are not the responsibility of Haven on the Banks. However, we will work with the Patron to get them returned if contacted.
11. Cleaning Service. Additional cleaning may be purchased for mid-week and check-out cleaning at an additional cost. These services must be scheduled at least one (1) week prior to check-in. Contact Haven on the Banks to arrange this additional service.
12. Grills. Grilling is only permitted on concrete driveways with a minimum of 25 feet from the house per the city of Nags Head. No grilling is allowed on decks, porches, wooden walkways, or in carports. Please leave grill cleaned and cooled ashes dumped upon departure. All grills should be returned to their original location if moved.
13. Fireworks. Fireworks are not permitted on ANY portion of the Property per Nags Head ordinances.
14. Smoke Alarms: Patron acknowledges any malfunctions in the smoke alarms will be promptly to the staff at Haven on the Banks and hold Haven on the Banks harmless with regard to these malfunctions.
15. Sprinkler System: Patron acknowledges that tampering with these items in the cottages is prohibited and that any damages resulting from such tampering will be the responsibility of the Patron. Patron also acknowledges that s/he will report any malfunction or tampering in these items immediately to the Haven on the Banks and will hold Haven on the Banks harmless if s/he has not done so.
16. Internet: Patron agrees that neither Patron nor any of Patron's guests will use the internet for any illegal or fraudulent activity, or for any improper purposes, including copyright or trademark infringement, spamming, hacking, or any threatening behavior including, but not limited to, any such improper behavior as defined in the Digital Millennium Copyright Act of 1998. There will be no refunds for outages or disruptions of internet service.
17. Parking/RV/Boats: Normal parking spaces available at rental cottages are one vehicle per bedroom. Each cottage allows for a total four vehicles. Please note that parking restrictions are STRICTLY ENFORCED in almost all areas of the Outer Banks. Do not park on the street in front of the Property. If Patron or any guests do so, they risk being towed or ticketed, at no cost or expense to Haven on the Banks. Local ordinance of the municipalities and counties prohibit the connection of RVs or use of RVs for occupancy purposes.
18. Noise Ordinance. Patron acknowledges that the city of Nags Head noise ordinance is 10:00 pm and will conduct themselves in a manner that adheres to the noise ordinance. This is defined as any sound that can be heard from inside a nearby residence and any loud noise after approximately 10:00 pm. Patron also always acknowledges to be mindful of music and other noise emanating from the tiki bar area.

19. Food Preparation in Pool and Tiki Bar. Prepared foods (already cooked) brought in by guests or caterers are allowed in the pool and tiki bar. However, grills, stoves, woks, fryers or any other devices used to cook food are prohibited in the pool and tiki bar areas.
20. Deck Furniture. Deck furniture from the cottages may not be moved to other locations. Deck furniture in the pool area can be rearranged but must not be moved from the fenced area around the pool.
21. Furniture. Patron will not move any furniture from the cottages.
22. High School or College Parties: Patron acknowledges that any high school or college party is prohibited on the premise of Haven on the Banks. Any such activity can result in eviction with no refund.