



## **HAVEN ON THE BANKS** **COTTAGE COURT RENTAL AGREEMENT**

**THIS COTTAGE COURT (HAVEN ON THE BANKS) RENTAL AGREEMENT**, including any and all addenda attached hereto (“Rental Agreement” or “Agreement”), is by and between the Owner(s) of the subject property (“Landlord”), whose mailing address is P.O. Box 97, Nags Head, NC 27959 and **TBD** (“Tenant”) whose address is **TBD**. It pertains to the rental of the six (6) homes comprising Haven on the Banks Cottage Court (“Cottage Court”).

The rental period for the Cottage Court is **TBD**. The intended use for the Cottage Court is **TBD**.

### **The Premises:**

Landlord rents unto Tenant, and Tenant hereby rents and takes upon the terms and conditions which hereinafter appear, the six (6) rental homes comprising Haven on the Banks Cottage Court including any improvements located thereon, which has the physical addresses of: **Haven on the Banks, 115 E. Dove Street, Nags Head, NC 27959**.

### **COTTAGE COURT (“HAVEN ON THE BANKS”)**

(Subject to cancellation if payment not received on or before due date)

This Rental Agreement is a legally-binding contract under the North Carolina Vacation Rental Act (VRA). The rights and obligations of the parties to this agreement are defined by law and include unique provisions permitting the disbursements of rent prior to tenancy and expedited eviction of tenants. **The minimum age required for the rental of the Cottage Court is 24 years old**. 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 as described above.

This Rental Agreement encompasses the renting by Tenant of **all six (6) rental homes in the Haven on the Banks Cottage Court Complex**. All terms and conditions apply to each of the homes rented.

In consideration of the monies received and the mutual promises contained herein, the Owner(s) (hereinafter “Landlord”) of Cottage Court (“Property”), does hereby rent to Tenant that certain Property described above, under the following terms and conditions, including all terms and conditions of the North Carolina Vacation Rental Act as well as Rules & Regulations described in our current rental brochure and website.

**1. TRIP CANCELLATION INSURANCE:** is intended to protect Tenant’s travel investment in the event of unforeseen circumstances, which would cause cancellation. **It is the Tenant’s responsibility to secure their own trip insurance.**

**2. DOWN PAYMENT FOR COTTAGE COURT:** As set forth above and below, this **signed Rental Agreement and a Down Payment of 20% of the Total Due** must be returned to Landlord within seven (7)

INITIAL (TENANT): \_\_\_\_\_

days of the date you communicated to Landlord or its representative(s) to reserve the Property. If this Rental Agreement and the Down Payment are not returned to Landlord within the allotted time, the reservation may be automatically canceled without notice. A copy of the fully executed Agreement will be returned to Tenant via Docusign once all parties have signed. If reservation is made within **ninety (90) days of the start of the rental period, FULL PAYMENT will be due immediately.**

**3. SECURITY DEPOSIT:** Upon the execution of this Agreement, Tenant shall provide a Security Deposit of **\$500.00** for the Cottage Court to be held by the Landlord until completion of the Agreement. The Security Deposit is meant to cover any damages beyond normal wear and tear of the property. Once the property is inspected and deemed returned in acceptable condition, the Security Deposit will be refunded within sixty (60) days after the rental. If there are charges are deducted from the Security Deposit, a detailed accounting of the charges will accompany the refund. The Security Deposit is held in escrow and **does not** get applied towards the Rental Fee.

The Tenant will also complete the enclosed **credit card authorization form to be kept on file by Landlord to cover any catastrophic damages or default to the Cottage Court.** Should Tenant fail to perform any of the terms of this Agreement over and above coverage of the \$500.00 Security Deposit, then Landlord may, upon providing a detailed accounting of failures of performance to Tenant, charge the credit card, or so much thereof as may be necessary, to compensate toward the payment of the rents, charges or other sums due from Tenant and towards any loss, damage, or expense, sustained by Landlord resulting from such default on the part of the Tenant. The credit card authorization form will be shredded upon completion of this Agreement.

**4. BALANCE DUE:** including taxes and any fees for goods or services as shown above, must be received by Landlord no later than **90 days prior to date of arrival** for the period of rental. If the balance is not received by 120 days prior to arrival, Landlord shall have the right, without further notification, to deem the reservation canceled, with all pre-payment subject to the cancellation and termination policy set forth in Paragraph 10.

Acceptable forms of payment should be submitted in U.S. funds and include: personal check; cashier's check; debit card; or approved credit cards. A \$25.00 handling fee will be charged for all returned checks. For reservations made less than 90 days from check-in, all funds, or total as shown above, are due **immediately.**  
**ALL RESERVATIONS AND ASSOCIATED FEES MUST BE PAID IN FULL PRIOR TO CHECK-IN AND ENTRY ONTO THE PROPERTY.**

**5. CANCELLATIONS:** must be made in writing and received by Landlord 180 days prior to check-in. Refunds are available only if all of the Property is re-rented. The tenant is responsible for verifying that the cancellation letter has been received by Landlord or its designated representative(s). If Landlord is unable to re-rent the Property, any and all pre-paid rental payments, administrative fees, and taxes due, will be forfeited. If the Property is re-rented for full term of the original rental period, Tenant will receive a refund of any pre-paid rental payment, less the down payment and a service charge of \$125.00. If all of the Property is re-rented for only a part of the original rental period, the only refund due to the canceling Tenant are those funds in excess of the original rental rate, less the down payment and a service charge of \$125.00. If the rental rate has been negotiated to a lower rental rate, Tenant is only refunded any amount in excess of the original lease amount, less the down payment and \$125.00 service charge. Refunds will be payable to Tenant within 30 days after the subsequent re-rent payment has cleared Landlord's accounts.

In the event that an act of nature (i.e. hurricane) or any other unexpected event impairs the property and renders it unusable for occupancy, tenant will be offered two options: 1.) tenant will receive a credit of all monies paid to apply toward another available timeframe or 2.) tenant will be refunded all monies applied toward rent. In the event of a county-ordered mandatory evacuation due to a hurricane or other storm, a refund consideration for the prorated amount of time from the ordered evacuation until the area is reopened will be made with Haven on the Banks approval following a written request by the tenant.

INITIAL (TENANT): \_\_\_\_\_

**TRIP CANCELLATION INSURANCE IS HIGHLY RECOMMENDED TO PROTECT AGAINST UNEXPECTED EVENTS.**

**I HAVE READ AND UNDERSTAND THE CANCELLATION POLICY:** \_\_\_\_\_ **(INITIAL).**

**6. STANDARD LINEN PACKAGE:** The Landlord does provide standard linen service to all cottages. Towel sets include: One (1) bath towel, (1) hand towel, one (1) wash cloth and one (1) beach towel per guest. One (1) towel set per person will be provided per the advertised occupancy. Every bathroom will have one (1) bath mat. You may also purchase additional towel sets. For prices or to arrange any of these extra services, please contact Landlord or its designated representative(s). Any laundering needed during these dates will be the responsibility of the guests. All the houses are equipped with washers and dryers in the event of immediate washing needs.

**7. TAXES:** as required by North Carolina including the collection of a Sales and Use Tax (6.75%) and an Occupancy Local Tax (6%) on all fees for goods and services charged to Tenant, including the rental fee set forth above will be collected from you. Taxes are subject to change through legislation.

**8. PET POLICY:**

**(A) Pets.** Pets are **NOT** permitted in any of the rental homes or on the Property overall, with the only exception being for registered assistance animals. Violation is a material breach and is grounds for immediate EVICTION. NO EXCEPTIONS AND NO REFUNDS WILL BE MADE WITH REGARD TO THIS PROHIBITION.

**(B) Assistance Animals.** If any Tenant or their guest(s) has a need for an assistance animal to alleviate one or more identified systems or treat an existing and documented disability, Tenant shall be permitted to keep an assistance animal of the type described below on the Property on the following terms:

(i) Description of Permitted Animal:

\_\_\_\_\_

(ii) The animal may be removed if Landlord or its representative(s) determines that the animal poses a direct threat to the health or safety of others that cannot be eliminated, or the animal would cause substantial physical damage to the Property (including others' property) that cannot be reduced or eliminated. Tenant agrees to reimburse Landlord for any primary or secondary damages caused by any assistance animal kept by Tenant on the Property, whether the damage is to the Property or to any common areas used in conjunction with them. Tenant further agrees to indemnify and hold Landlord and Landlord's agent(s) and representative(s) harmless from any liability to third parties which may result from the Tenant's keeping of such pet.

**I HAVE READ AND UNDERSTAND THE ASSISTANCE ANIMAL PROVISIONS AND BY MY INITIALING, CERTIFY THAT I WILL BE KEEPING AN ASSISTANCE ANIMAL ON THE PREMISES:**  
\_\_\_\_\_ **(INITIAL).**

**9. MAXIMUM OCCUPANCY:** must not be exceeded for any of the Property. Sleeping space allows for 54 occupants and does not include children under the age of three. Please discuss additional sleeping space needs with the Landlord. OVER-OCCUPIED PROPERTIES CONSTITUTES A MATERIAL BREACH AND ARE SUBJECT TO IMMEDIATE EVICTION. NO EXCEPTIONS WILL BE MADE, AND NO REFUNDS WILL BE ISSUED REGARDING THIS PROHIBITION.

**INITIAL (TENANT):** \_\_\_\_\_

**10. TERMINATION:** If Tenant or any member of his/her party violates any of the terms of this Rental Agreement, then Landlord may in its sole discretion, terminate this lease with no refund of the unused portion of the rents and may enter the premises and remove Tenant, the members of his/her party, and their belongings. The North Carolina Vacation Rental Act contains provisions regarding an expedited eviction procedure pursuant to North Carolina General Statute §§ 42A-23, 24. Any material breach as set forth herein will entitle Landlord and/or its representative(s) to apply for the expedited eviction procedures. A material breach shall include, but is not limited to, damage to the Property, or failure to check-out on a timely basis.

**11. TRANSFERS:** Subject to Landlord's approval, a one-time transfer may be made by Tenant from one time period to another within the same property only and must be within the same calendar year. All requests for transfers must be made in writing and received by Landlord or its representative(s) at least six (6) months prior to check-in. Transfers that occur from a higher rental rate to a lower rental rate will remain at the charge of the higher rental rate. Transfers from a lower rental rate to a higher rental rate will be charged the higher rental rate. There will be a \$125.00 non-refundable transfer fee, plus tax, and all payments will be due as specified in Paragraph 3.

**12. DAMAGES:** Tenant 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 Landlord any amount to cover loss or damages, including attorney's fees, for all damages. Tenant agrees to verify inventory upon checking-in to such house(s) and further agrees to report any discrepancies to Landlord immediately. Landlord or its representative(s) will inspect property upon Tenant's departure and charge all costs for damages due to extra cleaning, repairs, or replacements. Damages to the Property during the occupancy are the Tenant's responsibility and must be reported to Landlord or its representative(s) immediately 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, Tenant shall remain responsible for such costs and agrees to pay promptly when notified by Landlord 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.

**TENANT MUST LEAVE PROPERTY IN GOOD CONDITION, WITH:**

- **ALL DISHES WASHED AND PUT AWAY**
- **ALL FOOD REMOVED FROM REFRIGERATOR/FREEZER**
- **REFRIGERATOR/FREEZER WIPED CLEAN**
- **ALL TRASH REMOVED FROM EACH HOME, INCLUDING UNDER THE CARPORT**
- **ALL TRASH REMOVED FROM THE COMMON AREAS: TIKI BAR, POOL**
- **ALL GRILLS CLEANED AND FREE OF FOOD DEBRIS**

**13. COMMUNITY POOL AND HOT TUBS:** The Haven on the Banks community pool will be available year-round, January 1 and December 31. In the cooler seasons, the pool will be heated. Please notify Landlord if you desire the pool to be heated. Hot tubs are available at each cottage year-round. Both the pool and all hot tubs are chemically serviced and cleaned regularly. It is Tenant's responsibility for the supervision and appropriate use of the pool and hot tubs.

**14. INSPECTION AND REPAIRS:** to property, its fixtures, appliances, furnishings, and facilities may be made by Landlord, its representative(s), or subcontractor(s), during the rental period. Tenant must allow access to the Property to Landlord, its representative(s), repairmen, and to other real estate agents and potential buyers upon reasonable notice, except in cases of emergency. Landlord will make every effort to schedule access to

INITIAL (TENANT): \_\_\_\_\_

the Property so as to not unduly interfere with Tenant's vacation, but Tenant understands that such access must be granted upon request.

**15. CHECK-IN: Begins at 4:00 P.M.** on the arrival date of check-in. In extreme situations, check-in time may need to be extended until 6:00 P.M. for additional cleaning and regular maintenance. **Tenant may purchase EARLY check-in beginning at NOON for an additional \$500.00.** Tenant must notify Landlord of desire for early check-in prior to signing the contract for inclusion in pricing. Tenant shall not be on the Property, including driveways, outside showers, pools, and hot tubs, prior to check-in. Access to the property will not be released until stated check in time.

I UNDERSTAND CHECK-IN TIME: \_\_\_\_\_ (INITIAL).

**16. CHECK-OUT:** on the day of departure will be **no later than 10:00 AM.** No occupancy of the property, including driveways, outside showers, pools and hot tubs after check-out will be allowed. **Tenant may purchase LATE check-out at NOON for an additional \$500.00.** Tenant must notify Landlord prior to signing the contract of desire for early check-in for inclusion in pricing.

I UNDERSTAND CHECK-OUT TIME: \_\_\_\_\_ (INITIAL).

**17. MISCELLANEOUS:** Landlord and its representative(s) may accept commissions from independent businesses for goods and services pertaining to the property or the tenancy, such commissions being based on a percentage of the total charge. Landlord and its representative(s) are not responsible for items left behind after check-out by Tenant or any member of their party.

**18. LIMITATIONS OF REMEDIES, DAMAGES, AND INDEMNITY:**

**A.** In the event that the Landlord is unable to allow Tenant the use of any portion of the Property because of fire, eminent domain, act of nature, foreclosures, delay in construction, or any other reason whatsoever, Tenant hereby agrees that Landlord's sole liability as a result of any such condition is a refund of the prorated rental for each day Tenant is unable to use that portion of the Property. Except as otherwise provided in this section, if, at the time Tenant is to begin occupancy of the Property, Landlord or its representative(s) cannot provide the Property in a fit and habitable condition or substitute a reasonably-priced comparable property in such condition, Landlord shall refund Tenant all payments made by Tenant.

**B.** Tenant understands there are inherent risks associated with any property, including risks associated with any special feature, such as a spa, hot tub, sauna, jacuzzi, pool, etc. Tenant certifies that they are thoroughly familiar with how to properly use the facilities located on the Property, including all special features included therein or thereon. Tenant will be responsible to explain to Tenant's guests how to use each and every feature of the dwelling in a safe manner. Tenant hereby releases and agrees to indemnify the Landlord and its representative(s), employees, and officers, from and against all liability, should anyone be injured upon the Property during the term of this lease, resulting from any cause whatsoever, except for a personal injury caused solely by the negligent act of the Landlord, or his representative(s). Tenant further agrees to indemnify and save harmless Landlord, its representative(s), agents, and employees, from any claims made by Tenant or Tenant's guests for injury or liability to person or property. Tenant further agrees that Tenant is responsible and will be liable for, and will pay upon request, any damages that occur to the Property, or any portion thereof, due to Tenant or Tenant's guests misuse and/or negligent use of the Property, or any portion thereof.

**C.** Tenant shall not be entitled to any refund or rebate for any acts of nature, wildlife or pests, delay in checking-in, unfavorable weather, disruption of internet or utility services, malfunctioning or missing equipment/appliances/furnishings, surrounding construction and associated noise, beach nourishment construction, empty propane gas cylinders for fireplaces or gas grills, the fact that pets, including but not limited  
INITIAL (TENANT): \_\_\_\_\_

to, service animals have been in the property, or any other situation occurring not under Landlord's control. Tenant covenants and agrees to vacate upon a mandatory evacuation order if Landlord in its sole discretion, deems it in the best interest of the Tenant to vacate. Tenant shall not be entitled to a refund if prior to taking possession of the property, Tenant refused insurance offered by Landlord or its representative(s) that would have compensated him or her for losses or damages resulting from the loss of the property due to a mandatory evacuation or if Tenant purchased trip insurance offered by Landlord. In the event of a Mandatory Evacuation, the rentals will be governed by the Provisions of North Carolina General Statutes § 42A-36.

**D.** Every effort has been made to ensure that the information in this agreement, any rental brochure, and website are correct. However, neither Landlord nor its representative(s) will be responsible for any errors contained herein.

**E.** Properties represented may be owned and/or managed by a North Carolina Real Estate Broker or Salesman or a licensee of another State.

**F.** If the Property is voluntarily transferred by the Landlord, a Tenant has the right to enforce this agreement against the Grantee of the Property if the vacation rental is to end 180 days or less after the date the Grantee's interest in the Property is recorded; if the vacation rental is to end more than 180 days after recordation of the Grantee's interest in the Property, the 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, the Tenant is entitled to a full refund of any payments made. Prior to entering into any contract of sale, the Landlord shall disclose to the Grantee the time periods that the property is subject to a vacation rental agreement. Not later than 10 days after transfer of the property: (1) the Landlord shall disclose to the Grantee each Tenant's name and address; (2) advise each tenant whether or he/she has the right occupy the property; (3) advise each tenant whether s/he has the right to receive a refund. Except as otherwise provided in this subsection, upon termination of the Landlord's interest in the residential property subject to a vacation rental agreement, whether by sale, assignment, death, appointment of receiver otherwise, the Landlord or its agent, or real estate broker, shall within 30 days, transfer all advance rent paid by Tenant and any portion of the fees remaining after any lawful deductions are made under G.S. § 42A-16, to the Tenant. Compliance with this subsection shall relieve Landlord and its representative(s) of further liability with respect to any payment of rent or fees. If prior to the Tenant's occupancy of the property, the Landlord's interest in the property is involuntarily transferred to another, the Landlord shall refund to the Tenant within 60 days after the transfer any payments made by the Tenant. The failure of the Landlord to comply with the provisions of this section shall constitute an unfair trade practice in violation of G.S. § 75-1.1. A Landlord who complies with the requirements of this section shall have no further obligations to the tenant.

**G.** You are advised that many homes and some homeowners associations have cameras covering the exterior of the buildings. By your execution of this Rental Agreement, you consent on behalf of yourself and all other occupants to the use of such.

**19: NO SMOKING:** of any substance is allowed on the premises. If smoking does occur on the premises: 1) Tenant is responsible for all damage caused by the smoking including, but not limited to, stains, burns, odors, and removal of debris; 2) Tenant is in breach of this agreement; 3) Tenant, guests, and all others may be required to leave the premises; and 4) Tenant acknowledges that in order to remove odor caused by smoking, the landlord may need to replace carpet and drapes and paint the entire premises regardless of when these items were last cleaned, replaced, or repainted. Such actions and other necessary steps will impact the return of any security deposit.

## **20. RULES AND REGULATIONS**

INITIAL (TENANT): \_\_\_\_\_

The rules and regulations for the Cottage Court, attached hereto (“Rules and Regulations”) are made part of this Agreement. Tenant agrees to comply with any Rules and Regulations of Landlord in connection with the Premises, which are in effect at the time of the execution of the Agreement or which may be from time to time promulgated by Landlord in its reasonable discretion, provided such Rules and Regulations are in writing and are not in conflict with the terms and conditions of this Agreement.

## 21. GENERAL TERMS

**(a)** “Landlord” as used in this Rental Agreement shall include Gandt Development, LLC, its members, managers, representative(s), assigns, and successors in title to the Premises. “Tenant” shall include the undersigned and its heirs, representatives, assigns and successors, and if this Rental Agreement shall be validly assigned or sublet, shall also include Tenant’s assignees or sublessees as to the Premises covered by such assignment or sublease. “Landlord” and “Tenant” include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties.

**(b)** No failure of Landlord to exercise any power given Landlord hereunder or to insist upon strict compliance by Tenant of its obligations hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord’s right to demand exact compliance with the terms hereof. All rights, powers, and privileges conferred in this Rental Agreement upon parties hereto shall be cumulative and not restrictive of those given by law.

**(c) Time is of the essence in this Rental Agreement.**

**(d)** This Rental Agreement may be executed in one or more counterparts, which taken together, shall constitute one and the same original document. Copies of original signature pages of this Agreement may be exchanged via facsimile or e-mail, and any such copies shall constitute originals. This Agreement constitutes the sole and entire agreement among the parties hereto and no modification of this Agreement shall be binding unless in writing and signed by all parties hereto. The invalidity of one or more provisions of this Agreement shall not affect the validity of any other provisions hereof and this Agreement shall be construed and enforced as if such invalid provisions were not included.

**(e)** Each signatory to this Rental Agreement represents and warrants that he or she has full authority to sign this Agreement and such instruments as may be necessary to effectuate any transaction contemplated by this Agreement on behalf of the party for whom he or she signs and that his or her signature binds such party. The parties acknowledge and agree that: (i) the initials lines at the bottom of each page of this Agreement are merely evidence of their having reviewed the terms of each page, and (ii) the complete execution of such initial’s lines shall **not** be a condition of the effectiveness of this Agreement.

**(f)** If legal proceedings are instituted to enforce any provision of this Rental Agreement, Tenant agrees to pay Landlord’s fees, costs and expenses, including all reasonable attorneys’ fees incurred by Landlord.

INITIAL (TENANT): \_\_\_\_\_

**COTTAGE COURT (“HAVEN ON THE BANKS”)  
RULES, REGULATIONS, AND INFORMATION**

- 1. KEYS:** digital codes will be issued to the Tenant prior to check-in, and directions to the Property will be given before-hand. Each house will have a separate digital code for access.
- 2. EQUIPMENT AND FURNISHINGS** in all properties is Landlord’s personal taste. Properties are set up for normal housekeeping. Kitchen equipment, linens, bath towels, beach towels, mattress pads, pillows, and bedspreads are provided.
- 3. SUPPLIES**, such as paper products, cleaning supplies, food items, and any personal items needed during the duration of stay, will be the sole responsibility of Tenant and/or their guests. Landlord will provide a “starter pack” of basic supplies to Tenant.
- 4. APPLIANCE MALFUNCTIONS** and service requests from Tenant will be responded to as soon as possible. There are **ABSOLUTELY NO REBATES OR REFUNDS** issued to Tenant for any reason, as every good faith effort is made to ensure that the Property is maintained. This **NO REBATE/REFUND** 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. Landlord is not responsible for changes, additions, or deletions, of equipment in the properties.
- 5. MESSAGES** will be passed along to Tenant during business hours. Please advise family and friends of the Property address and contact information for emergency purposes.
- 6. PERSONAL ITEMS** left in the home after check-out are not the responsibility of Landlord or its representative(s).
- 7. MAID SERVICE** 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 Landlord or its designated representative(s) for more information.
- 8. GRILLING** is only permitted on concrete driveways with a minimum of 25 feet from the house. No grilling is allowed on decks, porches, wooden walkways, or in carports. Please leave grill cleaned and cooled ashes dumped upon departure. Grilling in a manner that is not allowed for in this Agreement constitutes a violation of the Rental Agreement. It is Tenant’s responsibility to check with Landlord (or its representative(s)) in relation to any questions regarding this policy.
- 9. FIREWORKS** are not permitted on ANY portion of the Property.
- 10. EMERGENCY AFTER HOURS PHONE NUMBER** will be supplied to Tenant with their pre-arrival information and is also located on the Property on the refrigerator. Please utilize this number for TRUE emergencies only.
- 11. SMOKE ALARMS:** Tenant acknowledges that s/he will report any malfunction in these items promptly to Landlord and will hold Landlord harmless if s/he has not done so.

INITIAL (TENANT): \_\_\_\_\_



**12. SPRINKLER SYSTEM:** Tenant acknowledges that tampering with these items in the homes is prohibited and that any damages resulting from such tampering will be the responsibility of the Tenant. Tenant also acknowledges that s/he will report any malfunction or tampering in these items immediately to the Landlord and will hold Landlord harmless if s/he has not done so.

**13. INTERNET:** Tenant agrees that neither Tenant nor any of Tenant'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.

**14. PARKING/RVs/BOATS:** Normal parking spaces available at rental homes are one vehicle per bedroom. 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 Tenant or any guests do so, they risk being towed or ticketed, at no cost or expense to Landlord. Local ordinance of the municipalities and counties prohibit the connection of RVs or use of RVs for occupancy purposes.

**15. NOISE ORDINANCE:** Tenant acknowledges that the 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. Tenant also always acknowledges to be mindful of music and other noise emanating from the Tiki Bar area.

**16. NO SMOKING:** Tenant acknowledges that Haven on the Banks is a non-smoking facility, both within the cottages and on the grounds.

INITIAL (TENANT): \_\_\_\_\_

**COTTAGE COURT (HAVEN ON THE BANKS)**  
**PAYMENT TERMS, DOWN PAYMENT, SECURITY DEPOSIT AGREEMENT**

**This agreement is between above said Landlord (Gandt Development, LLC) and Tenants (TBD).**

In accordance with above sections 2 (Cottage Court Down Payment), 3, (Security Deposit), 4 (Balance Due), following is detail of payment terms, down payment, and security deposit due from Tenant to Landlord:

**PROPERTY RENTAL DETAILS**

Haven on the Banks Cottage Court (6 Houses)      **Check-in: TBD**      **Check-out: TBD**

**RATE AND PAYMENT SCHEDULE**

**<INSERT QUOTE>**

THIS DOCUMENT IS A BINDING LEGAL CONTRACT. EXECUTION OF THIS DOCUMENT HAS LEGAL CONSEQUENCES THAT COULD BE ENFORCEABLE IN A COURT OF LAW. LANDLORD MAKES NO REPRESENTATIONS CONCERNING THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS DOCUMENT OR THE TRANSACTION TO WHICH IT RELATES. LANDLORD RECOMMENDS THAT YOU CONSULT YOUR ATTORNEY BEFORE SIGNING.

IN WITNESS WHEREOF, the parties hereto have hereunto caused this Rental Agreement to be duly executed.

To signify your acceptance of this Rental Agreement for both the Cottage Court, type (print) your name below exactly as it appears on Page 1 of this Rental Agreement. Your signature is evidence of acceptance of this Agreement and the Total Amount Due of **TBD**.

**TENANT:**

***Individual(s)***

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

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

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

**LANDLORD:**

INITIAL (TENANT): \_\_\_\_\_

Gandt Development, LLC.

By: \_\_\_\_\_

\_\_\_\_\_

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

INITIAL (TENANT): \_\_\_\_\_

## Credit Card Authorization Form

Please complete all fields. Authorization will remain in effect until which time rental agreement at Cottage Court has been satisfied or contract is terminated.

<b>Credit Card Information</b>
Card Type: <input type="checkbox"/> MasterCard <input type="checkbox"/> VISA <input type="checkbox"/> Discover <input type="checkbox"/> AMEX <input type="checkbox"/> Other _____
Cardholder Name (as shown on card): _____
Card Number: _____
Expiration Date (mm/yy): _____
Cardholder ZIP Code (from credit card billing address): _____

I, \_\_\_\_\_, authorize Gandt Development, LLC to charge my credit card above for any loss, damage, or expense to the Cottage Court (Haven on the Banks), sustained by Landlord resulting from such default on the part of the Tenant.

I understand that my information will be saved for future transactions on my account and will be removed from file once all conditions of rental agreement of Cottage Court have been satisfied by both the Tenant and the Landlord.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

INITIAL (TENANT): \_\_\_\_\_

## PAYMENT PROCESSING

1.) Personal Check, payable to **Gandt Development, LLC** and mailed to:

Gandt Development, LLC  
P.O. Box 97  
North Carolina, NC 27959

2.) Authorization to charge credit card (complete below):

I, \_\_\_\_\_, authorize Gandt Development (Landlord) to charge the attached credit card a total of **TBD**. (TBD Down Payment and \$500.00 Security Deposit)\_to confirm my booking at the Cottage Court (Haven on the Banks).

\_\_\_\_\_  
**Signature**

INITIAL (TENANT): \_\_\_\_\_