SUNSET PROPERTIES

VACATION RENTAL AGREEMENT

Sunset Properties, Inc.
FAX 910-579-0172

Sunset Beach Office Address:
419 Sunset Blvd, Sunset Beach, NC 28468

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.

This Vacation Rental Agreement (this "Agreement") is entered into as of _____, 20___, by and between Sunset Properties, Inc., as agent for the homeowner (hereinafter, the "Owner") of the real property described in the reservation confirmation (hereinafter, the "Premises") and _____. Sunset Properties, Inc. shall be referred to hereinafter as "Agent." _____ shall be referred to hereinafter as "Guest", whether one or more.

In consideration of the mutual covenants and conditions herein, Owner, by and through Agent, does hereby lease and rent the Premises to Guest upon the terms and conditions of this Agreement.

TERMS AND CONDITIONS:

1. PAYMENTS: This Agreement shall be signed and returned to Agent with the first payment immediately upon making the reservation, or the reservation shall be automatically cancelled. The remaining balance shall be received in full by Agent 30 days prior to check-in date. Failure to pay balance due 30 days prior to check-in date shall result in cancellation of the reservation. All payments shall be made by, personal, travelers or bank check, money order, cash, Discover®, Visa®, or MasterCard®. For all reservations made within 10 days of check-in date, only credit card or cash payments shall be accepted.

2. FUNDS RECEIVED:

a. All monies received by Agent shall be held in an interest-bearing account with First Citizens Bancshares, a North Carolina banking corporation, with interest to be paid to Agent.

b. In accordance with Chapter 42A of the North Carolina General Statutes (hereinafter, referred to as "NCGS"), commonly known as the North Carolina Vacation Rental Act, up to fifty percent (50%) of the total rent may be disbursed prior to occupancy. All fees owed to third parties to pay for goods, services, or benefits secured for the Guest may be disbursed prior to occupancy.

3.CHECK-IN Time is *after* 4:00 pm local time: Dates are set forth in the reservation confirmation. Agent cannot release the Premises to begin occupancy that are not ready, nor can Agent provide refrigeration facilities for groceries.

4.CHECK-OUT Time is before 10:00 am Local Time: No occupancy of the Premises, including driveways or outside showers shall be allowed after check-out. Guest may be charged up to 1 additional day rental if the Premises are occupied after 10:00 am local time. No refunds shall be given for early departures. Two sets of keys shall be issued to Guest at check-in. Guest shall be assessed a $15.00 plus tax replacement charge for each key lost or not returned to the appropriate check-out office on check-out day.

5. SURRENDER OF PREMISES: Departure cleaning is provided as part of the rental stay. However, Guest shall load and start dishwasher, remove all food and trash from the Premises and roll trash and recycle carts to the street the night before departure. Any damages to the Premises occurring during Guest's occupancy are Guest's responsibility and shall be reported to Agent immediately.

6.CANCELLATIONS AND TRANSFERS: If Guest cancels this Agreement and the Premises are re-rented, Guest shall receive a refund, less any difference in rental rate, travel insurance premium, any third-party booking fee, a $150 cancellation fee, and all applicable taxes. If the Premises cannot be re-rented, no monies shall be refunded, and Guest is responsible for fulfilling obligations set forth in this Agreement, including full payment of rents and fees. Agent reserves the right to discount the rental rate for the re-rental at its own discretion. Any discounts in the rental rate shall reduce Guest's refund. All cancellation requests shall be submitted in writing and are effective when received by Agent. In the event Guest needs to change its week after Guest's reservation has been confirmed, transfers shall only be made within the same home of Guest's initial reservation and charged the higher of the two rental rates. All transfer requests shall be submitted in writing and are subject to approval of Owner.

7. SECURITY DEPOSIT AND ACCIDENTAL DAMAGE PROGRAM (ADP)

Sunset Properties requires a refundable Security Deposit or the optional payment for the Accidental Damage Program for all rental properties.

a. Tenant's security deposit, if any, shall be applied to the cost of repair or replacement of damage to the Premises caused by Tenant, guests or invitees beyond ordinary wear and tear. Security deposits will be refunded within 45 days of the Tenant's departure (less any allowable deductions). Tenant agrees to reimburse the Owner for any damage to the Premises caused by Tenant, guests or invitees that is in excess of the security deposit. Damages shall include reasonable attorney fees and court costs incurred by Agent or Owner in enforcing this agreement. The provisions of N.C.G.S. Chapter 42A (North Carolina's "Vacation Rental Act") shall apply to Tenant's use and occupation of the Premises. The Vacation Rental Act imposes certain duties upon the Tenant, and Tenant agrees to comply with all such duties including but not limited to, the provisions of N.C.G.S. 42A-32 which provisions are incorporated herein by reference as if fully set forth. Tenant shall be responsible for, assumes all liability, for all damage, defacement or removal of property inside or outside the Premises that is in Tenant's control, unless the damage, defacement or removal is due to ordinary wear and tear, acts of the Owner or Agent, defective products supplied or repairs authorized by the Owner, acts of third parties not invitees of the Tenant or natural forces. All breakage and property damage during the Tenant's occupancy shall be reported to Agent by Tenant. Tenant will be notified in writing concerning the application and use of security deposit funds. Tenant agrees that the cost of repair or replacement in excess of the security deposit may be processed on Tenant's credit card, if a credit card is on file with Agent, without further authorization. If there is no credit card on file for Tenant, then Tenant agrees to pay all damages in excess of the security deposit within 10 days of written demand by Agent.

b. In lieu of a Security Deposit, Sunset Properties offers an Accidental Damage Program (ADP) for a non-refundable fee of a $95, plus tax. The ADP does not negate your responsibility as leaseholder. If you occupy a Premises and you accidentally damage the real or personal property assigned to that Premises during the reservation period, you may not be held responsible for home repairs and/or replacement costs up to $2,000. ADP is provided to you and all travelers under the Premises reservation during the term of the reservation provided on the rental agreement. ADP does not provided for loss due to: a. inclement weather or natural disaster; b. your intentional acts or gross negligence; c. normal wear and tear of the real or personal property assigned to the Premises; d. any damage that occurs if you are in violation of the lease agreement; e. loss, theft or damage to any personal effects owned by you or

brought on the covered reservation period by you; f. pet damage; g. loss, theft or damage caused by any person other than you or your traveling companions with whom you share the Premises reservation unless substantiated by a police report. Your Duties in the Event of Accidental damage: You must: 1. take all reasonable, necessary steps to protect the property and prevent further damage to it; 2. report the damage immediately to Sunset Properties staff. The leaseholder remains subject to all obligations imposed by the North Carolina Rental Act.

8. ADDITIONAL PROVISIONS/DISCLOSURES:

a. Agent may have an ownership interest in the Premises.

b. Agent may be paid commission on linen rentals, entertainment packages, vacation insurance, pet fees, and may also receive commissions from other vendors.

c. Guest shall be charged a $35.00 fee plus tax on any returned check. Returned checks shall not be re-deposited. Payment shall be made by money order, cashier's check, or credit card within 5 days of notification. If it is less than 10 days prior to arrival, payment shall be made immediately by credit card.

d. Any check issued to Guest by Agent, not negotiated within 6 months of issuance, shall be subject to a $35.00 plus tax stop payment fee and a $25 re-issuance fee.

e. Guest shall be charged a $25.00 plus tax nonrefundable fee if locked out after hours.

f. RVs are not permitted on the Premises at any time.

g. Temporary items, including, but not limited to, tents, hot tubs, swimming pools, and soft tubs are not permitted.

h. Charcoal and propane gas grilling shall not be allowed on decks or porches or under or close to any structure on the Premises. Charcoal must be extinguished immediately after grilling.

i. Smoking is prohibited in every structure on the Premises. Violation of the NO SMOKING policy is grounds for immediate eviction and retribution for future lost income, including, but not limited to, the relocation of future guests, restoring property and contents to a satisfactory level as solely determined by Agent, and all associated costs.

j. Agent and its employees represent the Owner, and is acting at all times, in and for the best interests of the Owner.

9. MINIMUM ACCEPTABLE AGE/FAMILY GROUPS: Agent is authorized by Owner to rent the Premises only to a family group. The individual executing this Agreement shall be 25 years of age or older. A family group is defined as immediate and extended family (e.g., parents, children, grandparents, aunts, uncles, and cousins). No fraternities, sororities, church, school, civic, or other non-family groups are permitted. In the event Agent determines, in Agent's sole discretion, that a non-family group is renting the Premises, Guest shall be in material breach of this Agreement. Guest shall be denied access to the Premises and/or evicted immediately. All rents and fees paid to Agent by or on behalf of Guest shall be forfeited.

10. SUBLETTING/ASSIGNMENT: Subletting is not permitted, and Guest shall not assign this Agreement or sublet the Premises in whole or part without written permission of Agent.

11. EVACUATIONS AND TRIP INSURANCE: Guest acknowledges being offered insurance to compensate Guest for certain unforeseen circumstances that may cause trip cancellation or interruption, including mandatory evacuation. Guest must choose to purchase or decline to purchase trip insurance at the time of making a reservation. Coverage goes into effect once the premium is paid. If Guest does not accept said offer, Guest shall not be entitled to a refund of monies paid as provided in NCGS §. 42A-36. Guest agrees to comply with all mandatory orders of evacuation whether given by federal, state, or local authorities, time being of the essence. Guest is allowed no more than 3 hours from the issuance of the evacuation order to vacate the Premises. Occupancy of the Premises thereafter shall

constitute a trespass and law enforcement authorities shall be notified. Guest acknowledges that following the lifting of a mandatory evacuation, the Premises may not be available for occupancy. Agent shall not be responsible in any manner whatsoever if the Premises are not available for occupancy following the lifting of a mandatory evacuation.

12. TERMINATION OF RENTAL: In the event Owner removes the Premises from availability, or if the Premises becomes unavailable for any reason, Agent reserves the right to substitute comparable accommodations or refund payments made. Any additional costs shall be the sole responsibility of Guest.

13. UNSAFE CONDITIONS: Agent reserves the right to relocate Guest in the event that, in Agent's sole discretion, an unsafe or potentially unsafe situation exists. Any additional costs shall be the sole responsibility of Guest.

14. EMERGENCY CALLS: For after-hours emergencies (e.g., leaks, electrical outage, or lock out) please call 910-579-2596. Agent shall return your call as soon as possible. After-hour non-emergency calls (e.g., clogged toilets, internet/cable issues, appliance malfunction) shall be made during normal business hours the following day. After-hours non-emergency calls may be charged a service fee.

15. INTERNET ACCESS: The Premises may provide internet access for Guest's laptop, phone, or tablet. If so, it may include either wireless internet or wired internet (Ethernet cable and computer are not provided). Please refer to the property description to determine the types of services and equipment offered. Remember to bring a network cable to connect to the modem box for non-wireless connections or in case of Wi-Fi configuration difficulties. Refunds shall not be given for interruption in internet service. Free wireless internet is available for guest use at Agent's office. Guest is prohibited from using Internet access for any purpose that is unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, misleading, tortuous, profane, infringing, damaging, or in any manner that could give rise to civil or criminal liability under the law.

16. EQUIPMENT AND FURNISHINGS: All equipment and furnishings are privately owned and are to Owner's taste and are set up for normal housekeeping. The descriptions of the Premises were accurate at the time of publication but subsequent renovations by Owner may have been made. Upon Guest's arrival, Agent is not responsible for changes made to the Premises by Owner or for any conditions in or on the Premises beyond Agent's control. Mattress pads, pillows, and bedcovers are provided. Guest shall furnish toiletries, cleaning supplies, all food items, and linens unless rented separately. Under no circumstances shall Guest receive a reduction in rent or be relocated for any equipment or amenity failure. Rearranging of the furniture is not permitted. Guests shall not transfer furniture, cookware, or accessories from the Premises to another property. Guest shall not move interior furniture outdoors. Certain areas on the Premises are locked for Owner's personal storage and are not included as part of this Agreement. Agent, upon being notified by Guest of any malfunction on the Premises shall make every reasonable effort to have such appliances or amenities repaired. Replacement or repair during Guest's stay cannot be guaranteed.

17. APPLIANCES AND AIR CONDITIONERS: The Premises is equipped with central heating, air conditioning, and basic appliances. Please refer to the property description for details regarding the Premises. No full or partial refunds shall be issued for HVAC unit or an appliance mechanical failure. Once Agent is notified of any mechanical problems, Agent shall make every effort to have it repaired as quickly as possible. Please follow all HVAC and appliance instructions posted in the home. Under no circumstances shall Guest receive a reduction in rent or be relocated for any equipment or amenity failure.

18. LISTINGS AND PRICING: Guest is responsible for reviewing the description, photos, location, and amenities listed online for Premises to confirm that it will meet the needs of Guest. Information regarding the Premises is believed accurate but cannot be guaranteed. Agents makes every effort to ensure that all information on its website is current and accurate. However, the possibility of errors and omissions exists. A representative of Agent shall be happy to confirm all data contained herein or answer any questions regarding details of the Premises Guest may have prior to booking its reservation. Rates for different seasons, holidays, special events, and weekends may be higher. Rates are subject to change. Agent's "Simple Pricing" rental rates include all fees for rental services including, but not limited to, lodging, departure cleaning, reservation, and payment processing. Fees range from $290-$900

depending on property size, configuration and rental rate. Taxes, trip insurance, pet fees, and any fees for additional services are not included.

19. DISABILITY FRIENDLY PROPERTIES: Some of our properties Agent leases have ground floor living and/or sleeping facilities or may be equipped with elevators and/or ramps. Please refer to the description of the Premises for details. Agent does not guarantee complete Americans with Disabilities Act compliance for the Premises but Agent will gladly assist with finding a property which best suits Guest's needs.

20. SUBSTITUTION OF ACCOMMODATIONS: Agent reserves the right to substitute comparable accommodations without notice or liability in the event of a sale or if the Premises becomes unavailable. If a comparable property is not available, Guest shall have the option of either choosing from Agent's other available properties or a refund of total rents paid by Guest. Agent shall make every attempt to notify Guest as soon as possible if a substitution must be made.

21. CONSTRUCTION NEAR PREMISES: Sunset Beach is a growing community and there is a chance that the Premises may be located near some construction. Noise and altered views due to construction are beyond Agent's control. Agent is not responsible for notifying Guest of said noise or altered views at any time. Refunds, discounts, substitutions, or cancellations shall not be made due to nearby construction.

22. PETS: Pets are NOT permitted on the Property unless specifically provided in CONFIRMATION PROVISIONS. If pets are permitted, there shall be no more than 2 dogs in or on the Premises. No other type of pet whatsoever is allowed in or on the Premises. The description of the Premises may list additional restrictions. If pets are not permitted and a pet is found on the Premises, this shall be a material breach of this Agreement. Guest shall be evicted immediately, and shall be subject to additional cleaning charges, including, but not limited to, a flea treatment charge, potential retribution for future lost income, costs and expenses to relocate future guests, restoring property and contents to a satisfactory level as solely determined by Agent, and other associated costs. No pets are permitted in either hot tubs or pools. If pets are found to have been in pools or hot tubs Guest shall be charged an additional fee. **At no time should a pet be left alone in any structure located on the Premises.** If, in the event of an emergency, the pet is left unattended it must be placed in a Guest supplied crate-like container made for a pet.

23. BUGS AND WILDLIFE: Unfortunately for locals and visitors alike, coastal North Carolina is home to many species of insects and types of wildlife, especially during the summer and warmer months. In addition to the expected rodents and reptiles, the American Cockroach (fondly referred to as the "Palmetto Bug"), ants, mosquitoes, and sand gnats are common to our sub-tropical environment. Palmetto Bugs live in the trees and ground cover outside but can occasionally find their way inside the structures located on the Premises. Agent does its best to keep the insects and wildlife away. The Premises are cleaned after every rental and receives monthly pest control treatments. Finding dead bugs is confirmation of effective treatments. An occasional cockroach or line of ants does not mean the Premises is infested or has been poorly maintained. Keep food sealed. All food should be stored either in the refrigerator or in sealed packages or containers. Keep the Premises clean. Bugs are attracted to food and water. Be sure to clean up all areas where food is prepared and served, clean up spills and crumbs from snack foods immediately, and do not leave dirty dishes lying around the Premises. Agent will not relocate Guest or issue refunds or discounts due to insect or wildlife sightings.

24. HOUSEKEEPING AND FEES: A departure clean is performed after each check-out. This includes a light cleaning that focuses on sanitizing the baths and kitchen, light dusting, vacuuming, and straightening of accessories and contents of the Premises. Accordingly, Agent requests that Guest be attentive to the check-out requirements and departure times. Note: If the Check-Out Procedures have not been completed or the Premises needs additional cleaning, Agent may bill guest for the additional housekeeping costs, which is a minimum charge of $35.00.

25. OWNER'S/AGENT'S OBLIGATIONS: Agent shall conduct all brokerage activities in regard to this Agreement without respect to the race, color, religion, sex, national origin, handicap, familial status, sexual orientation, or gender identity of Guest or the guest of Guest. Pursuant to NCGS § 42A-31, Owner and Agent agree to provide the Premises in a fit and habitable condition. If at the time Guest is to begin occupancy of the Premises, Owner or Agent cannot provide the Premises in a fit and habitable condition or substitute a reasonably comparable property in such

condition, Agent shall refund to Guest all payments made by Guest and still held by Agent, which shall be Guest's sole remedy. In no event shall Owner or Agent be liable for any consequential damages, including but not limited to, any expense incurred as a result of Guest's moving or renting another property at additional cost.

26. TRANSFER OF PROPERTY: In the event ownership of the Premises is transferred, either voluntarily or involuntarily, earlier than 180 days prior to end of Guest's occupancy, Guest shall have no right to enforce the terms of this Agreement unless the new owner agrees in writing. Chapter 42A of the NCGS requires notification to Guest of such transfer and any transfer of advanced rentals and fees to Owner's successor in interest. Agent may continue to hold same under contract with the new owner. In the event this Agreement is not honored by the new owner, Guest shall be entitled to a refund of all advanced rent paid and shall be paid by the party holding the rent at that time.

27. FORECLOSURE: If Agent learns of the foreclosure of the Premises after Guest signs this Agreement, Agent shall:

a. Notify Guest:

b. Not disburse further sums to Owner:

c. Request Owner return to Agent the rents Guest has paid; and

d. Attempt to relocate Guest to a reasonably comparable property.

28. GUEST'S OBLIGATIONS / RIGHT OF ENTRY: During occupancy Guest agrees that Agent reserves the right to enter the Premises anytime to investigate disturbances, check occupancy, check for damage, deliver household items, or have a scheduled necessary service carried out. Such scheduled necessary services include repairs, alterations, or improvements thereto as Agent deems appropriate. Guest agrees to comply with all obligations imposed by NCGS § 42A-32, with respect to maintenance of the Premises, including but not limited to, keeping the Premises as clean and safe as possible and causing no unsafe or unsanitary conditions on the Premises. Guest shall notify Agent of the need of replacement of, or repairs to, a smoke detector or carbon monoxide detector, and replacing the batteries as needed during the tenancy. Charcoal grilling shall not be allowed on decks or porches or under or close to any structure on the Premises. If a telephone is available on the Premises, Guest shall be responsible for all toll calls. Guest agrees not to use the Premises for any activity or purpose that violates any criminal law or governmental regulation. In the event of the Premises are listed for sale, Agent shall make every effort not to show the Premises during Guest's tenancy. In the event that Agent needs to schedule a showing of the Premises, Agent shall make every attempt to provide Guest with a minimum of 12 hours advanced notice and complete such showing between 9am and 5pm. Guest's breach of any duty contained in this paragraph shall be considered material and a breach of this Agreement. A breach may result in a termination of Guest's tenancy and may result in Guest's eviction and loss of all monies paid.

POOLS AND HOT TUBS: Guest acknowledges the Premises may be equipped with a private pool or hot tub or has access to a community pool or hot tub (the "Facilities"). Guest hereby accepts and agrees to the following:

a. Owner provides pool and/or hot tub maintenance through a third party that is unaffiliated with Agent;

b. Guest shall ensure that the Facilities are used in a safe manner at all times and that non-adult use of the Facilities is supervised by a responsible and mature adult of suitable supervisory skills;

c. Unsafe and/or unsupervised use of the Facilities by Guest or guests of Guest is a material breach of this Agreement and shall permit Agent to terminate **IMMEDIATELY WITHOUT NOTICE** Guest's occupancy of the Premises;

d. Guests are prohibited to tamper with chemicals or equipment. If Guest is found to have tampered with chemicals or equipment, Guest shall be responsible for any expenses incurred;

e. NO REFUNDS shall be given for pools not heating to what Guest believes to be an acceptable level due to adverse weather conditions;

f. Pool heat added to a reservation within 14 days of check-in may incur an additional fee. Pool heat charges shall not be pro-rated except in the event of additional nights being added to full week reservations;

g. In the event Guest requests additional cleaning of pool and/or hot tub, an additional fee shall apply; and

h. Pregnant women, persons taking medication, elderly persons, including those with diabetes, high blood pressure, heart disease, or other cardiovascular conditions should consult their physician prior to entering a hot tub. Children under the age of 12 are prohibited from entering hot tubs at any time. Removal of chemical dispensers, misuse, and/or overuse of hot tubs may result in health related problems, such as folliculitis. Guest assumes risk of illness from improperly maintained pools and/or hot tubs and releases Agent from any liability for injury or damage.

29. REFUNDS, BREAKDOWNS & MAINTENANCE: This Agreement is a legally binding agreement between Guest, Agent, and Owner. Guest's reservation and Rental Agreement binds Guest to the Premises for a specific period of time. There shall be no refunds, discounts, or reductions in rent because Guest is disappointed with the Premises, or something associated with the Premises is not working to Guest's satisfaction. Unlike a hotel, Agent cannot relocate Guest without specific authorization from the Owner. Each Owner makes every attempt to keep Premises and its equipment in good working order. All appliances shall be checked and should be in working order at the time of Guest's arrival at the Premises. Agent does not guarantee against mechanical problems that may arise. Agent is not responsible and cannot control the amount of time repair service calls may take. Please report any problems, breakdowns, or damages as soon as possible to Agent during regular business hours. There shall be no refunds, discounts, or reductions in rent for mechanical failure of any items such as the HVAC unit, TV, internet, elevator, dishwasher, washer, dryer, refrigerator, ice maker, freezer, stove, oven, microwave, hot water heater, water leaks, garbage disposal as well as pool and/or spa heater, pool and/or spa pump, telephone, toilet(s), clock radio, fireplace, grill and other appliances, electronics, or luxury items. Service interruptions and outages can occur for water, electric, internet, telephone, or cable. Any breakdowns or malfunctions shall be repaired as quickly as possible during normal business hours. There shall be no refunds, discounts, or reductions in rent for inclement weather conditions.

30. LOST AND FOUND: Items left by Guest on the Premises after check-out are not Agent's responsibility. If items are discovered, they shall be returned to Guest if Guest notifies Agent of missing items within 10 days of check-out. Agent shall mail the item(s) COD. Guest shall pay a handling fee of $25 (plus tax), plus shipping and handling. Any items not claimed within 10 days after check-out shall be donated to a local charity.

31. BREACH BY GUEST: Agent may terminate this Agreement upon breach of any of the terms hereof by Guest. Guest shall not be entitled to the return of any of the rental monies paid under the terms of this Agreement and shall vacate and quit the Premises immediately. Guest is also subject to the expedited eviction proceedings under said Chapter 42 of the NCGS, on the grounds set forth therein. In such event, Guest shall be responsible for court cost and cost of litigation, including reasonable attorney's fees for the enforcement of this Agreement.

32. INDEMNIFICATION AND HOLD HARMLESS; RIGHT OF ENTRY; ASSIGNMENT: Guest, their family and all occupants of the vacation home shall indemnify and hold Agent (its officers, employees, agents, and equity holders) and Owner of the Premises harmless from and against any and all liabilities, claims, and expenses for personal injury or property damage resulting from any cause, unless caused by the grossly negligent or willful act of Agent or the owner, or failure of Agent or the owner to comply with Vacation Rental Act.

33. GOVERNING LAW: This Agreement shall be governed by and interpreted in accordance with the laws of the State of North Carolina. Tax rates are determined by the State of North Carolina and the County of Brunswick and are subject change without notice. Guest is responsible for additional taxes imposed. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Brunswick County, North Carolina.

34. MODIFICATIONS OR CHANGES: Any modifications or changes of this Agreement shall not be effective unless such modifications or changes are agreed to in writing by both Agent and Guest.

35. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement of Agent and Guest. It supersedes all prior or contemporaneous oral or written agreements concerning the subject matter contemplated herein.

By signing below, Guest acknowledges having read, understood, and accepted the terms and conditions of this Agreement. Please type name exactly as it appears on page 1 of this Agreement.

GUEST

By: _____

Print Name: _____

Date: _____