



<p>John Q Public 115 Breakers West Blvd West Palm Beach, FL 33411</p>	<p>Booking Date: Thursday, February 26, 2009 Confirmation # 11 Property Name: Blue Heaven Property Address: 101 S. Lumina Ave Town House 1 Property ID: V-100 Check In Date: Friday, July 03, 2009 4PM Check Out Date: Friday, July 10, 2009 10AM Sharp! Check In Location: 530 Causeway Drive STE 8 Wrightsville Beach, NC 28480</p>
<p>Sleeps: 6 Property Bedding: King 0, Queen 2, Full 0, Twin 2, Queen Sleeper Sofa 0, Full Sleeper Sofa 0 Property Amenities: Community Pool, Gas Grills, Tennis Court, Basketball Court, HDTV, DVD, Wireless Internet, Ping Pong Table, Free off street parking, community security guard Non-Smoking: Yes Pet Friendly: No Non-Smoking unit. Friday-Friday weekly rental.</p>	

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 NORTH CAROLINA LAW AND INCLUDE UNIQUE PROVISIONS PERMITTING THE DISBURSMENT OF RENT PRIOR TO TENANCY AND EXPEDITED EVICTION OF TENANTS. YOUR SIGNATURE ON THIS AGREEMENT, PAYMENT OF MONEY OR TAKING POSSESSION OF THE PROEPRTY AFTER RECEIPT OF THIS AGREEMENT IS EVIDIENCE OF YOUR ACCEPTANCE OF THE AGREEMENT AND YOUR INTENTION TO USE THE PROPERTY AS A VACATION RENTAL.

Thank you for making your reservation with Wrightsville Sands Realty, Inc. This document is your vacation rental agreement for your rental in 2009. In the box below are the itemized charges for your vacation rental. Please review the charges and read the lease carefully as it contains very important terms and conditions regarding your vacation rental. If you have any questions, please feel free to contact us during normal business hours. We look forward to your arrival and hope you have a great vacation.

<table> <tr><td>Gross Rent</td><td>\$2,950.00</td></tr> <tr><td>Processing Fee</td><td>\$50.00</td></tr> <tr><td>Pet Fee</td><td>N/A</td></tr> <tr><td>Resort Fee</td><td>N/A</td></tr> <tr><td>Security Deposit Protection Plan (Optional)</td><td>\$39.00</td></tr> <tr><td>Travel Insurance (Optional)</td><td>\$231.17</td></tr> <tr><td>Taxes</td><td>\$376.12</td></tr> <tr><td>Payments Received</td><td>\$ 0.00</td></tr> <tr><td>Total Due</td><td>\$3,326.12</td></tr> </table>	Gross Rent	\$2,950.00	Processing Fee	\$50.00	Pet Fee	N/A	Resort Fee	N/A	Security Deposit Protection Plan (Optional)	\$39.00	Travel Insurance (Optional)	\$231.17	Taxes	\$376.12	Payments Received	\$ 0.00	Total Due	\$3,326.12	<p>This Vacation Rental Agreement will cancel unless we receive your signed lease and initial payment within 14 calendar days of the booking date. You will not receive a final balance due notice, so please mark your calendar. The final balance must be received by our office no later than 30 days prior to your check in date. If the final balance is not received by the due date indicated on this lease, a \$25 late fee will be charged, the lease will be considered breached, and we may cancel your reservation and re-rent the property. Payment methods include personal check, money order, traveler's check, and cashier's check. Visa and MasterCard are also accepted. Personal checks will not be accepted less than 30 days prior to arrival. For reservations made within 30 days of arrival, the signed lease and FULL payment must be received within 48 hours of booking. Payment from outside the U.S. must be made in U.S. funds via Visa or MasterCard, money order, or cashier's check payable by a U.S. bank.</p>
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<p>Initial Payment due by: 03/12/2009</p> <table> <tr><td>With Travel Insurance _____Initial</td><td>\$ 1,797.31</td></tr> <tr><td>Without Travel Insurance _____Initial</td><td>\$ 1,567.81</td></tr> </table> <p>Initial the appropriate line to accept or decline the Travel Insurance. Pay the corresponding amount.</p>	With Travel Insurance _____Initial	\$ 1,797.31	Without Travel Insurance _____Initial	\$ 1,567.81	<p>An imprint of your credit card (Visa or MasterCard only) is required at check in. This credit card will be charged in the event of damages in excess of the security deposit or damages not covered by the Peace of Mind Deposit Waiver (whichever is applicable) as well as for not following proper check out procedures</p>														
With Travel Insurance _____Initial	\$ 1,797.31																		
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<p>Final Payment due by: 06/03/2009 \$1,797.31</p>																			
<p>If you wish to decline the Peace of Mind Damage Waiver, initial here _____ and add the following security deposit amount to your final payment</p> <table> <tr><td>Security Deposit</td><td>\$400.00</td></tr> <tr><td>Less Peace of Mind Deposit Waiver</td><td><u>(\$39.00)</u></td></tr> <tr><td>Final Payment due with Security Deposit</td><td>\$2,158.31</td></tr> </table>	Security Deposit	\$400.00	Less Peace of Mind Deposit Waiver	<u>(\$39.00)</u>	Final Payment due with Security Deposit	\$2,158.31													
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Keys and directions should be picked up at the address listed above. Please make sure that your entire party is aware that the leaseholder must check in BEFORE anyone proceeds to the property. Failure to abide by these requirements will result in delayed check in. For check in after hours, please contact our office before the end of business on your check in day as specialized arrangements will need to be made. Please carefully read all terms and conditions of this vacation rental agreement. If you understand and agree with the terms set forth herein, please sign where indicated and return this agreement along with your initial payment to confirm your reservation. This agreement is executed in 2 counterparts, one being retained by each party to this agreement.

Tenant Copy

This is a vacation rental agreement under the North Carolina Vacation Rental Act, which can be found in Section 42A of the North Carolina General Statutes, and many of the terms and conditions of the agreement are governed by those statutes. Wrightsville Sands Realty, Inc. strongly encourages you to read the Act, which for your convenience may be found on our web site www.wrightsvillesandsrealty.com. Also, incorporated within this agreement by reference, in addition to the terms set forth below, are the "Standard Terms and Conditions of Wrightsville Sands Realty, Inc." and "Guest Information", copies of which may be found on our website and in our office, and "Payments and Fees" and "Guest Information" contained in the Wrightsville Sands Realty, Inc. rental guide for the current year. The "Standard Terms and Conditions of Wrightsville Sands Realty, Inc." contains information regarding (I) the manner in which funds are received, deposited, and disbursed in advance of Tenant's occupancy of the Premises (II) processing fees permitted under G.S. 42A-17(c) (III) the rights and obligations of the Landlord and Tenant under G.S. 42A-17(b) (IV) the applicability of expedited eviction procedures (V) the rights and obligations of the Landlord or real estate broker and the Tenant upon the transfer of the rented Premises (VI) the rights and obligations of the Landlord or real estate broker and the Tenant under G.S. 41A-36 and (VII) miscellaneous obligations of the Landlord and Tenant. If you do not have access to the Internet please call our office so that we can fax or mail you a copy of the "Standard Terms and Conditions of Wrightsville Sands Realty, Inc.". North Carolina law shall govern this agreement.

1. **Advance Rent Payments** Tenant understands and agrees that advance payments up to 50% of the rental amount may be disbursed to the property owner (Owner) prior to occupancy. All monies received by Agent in connection with rental of Property are deposited in an interest bearing trust account with Suntrust in Wilmington, NC, with interest payable to Agent. Agent is not liable to Tenant for any refunds that Owner does not return to Agent.

2. **Cancellations** If you wish to cancel your reservation after we have received your initial payment, your cancellation must be in writing. In the event of an emergency cancellation occurring one week or less prior to check-in, a fax and or email cancellation will be accepted. We will make every effort to re-rent the Property so as to minimize your loss. If we re-rent the Property at your same rental rate, all monies you have paid (less the \$50.00 processing fee, a \$50.00 cancellation fee, Travel Insurance and Security Deposit Protection Plan premiums, if purchased, and all applicable taxes) will be returned only if and when final payment is received for the new reservation. In the event that we are unable to re-rent the Premises the full rental amount, including taxes and all applicable fees, is due and payable and Tenant agrees to pay the balance due, if any, by the check-in date of the reservation. Tenant understands and agrees that they may not assign this agreement to another party or sublet the Property in whole or in part. In order to re-rent the property for you it may be necessary to reduce the rental rate. Wrightsville Sands Realty, Inc. reserves the right to discount the rental rate for the sublease at its own discretion. Any discounts in the rental rate will reduce your refund.

3. **Final Balance** We do not send out a bill for the final balance due under the lease. The final balance must be received in our office no later than 30 days prior to your arrival. If the balance is not received by this time, a \$25 late fee will apply and we will consider the lease breached. We may also cancel the reservation and re-rent the Property. Checks should be made payable to Wrightsville Sands Realty, Inc. Wrightsville Sands Realty, Inc. will charge a \$25.00 handling fee for all checks returned unpaid.

4. **Taxes and Reservation Fee** A 6.75% state sales tax and a 6% county occupancy tax are required on all rents and other fees associated with the reservation except for Travel Insurance, Security Deposit Protection Plan, refundable Security Deposit, and Advance Reservation Deposit. Taxes are subject to change without notice. A \$50.00 non-refundable processing fee is charged for each reservation.

5. **Security Deposit** Tenant understands and agrees that they are responsible for any damages to the Property during the period of tenancy, including damages to the furnishings and household items which result from the action or inaction of the Tenant, excluding normal wear and tear. Tenant agrees that normal wear and tear does not include burns of any kind including but not limited to cigarette and cigar burns. Tenant agrees to be responsible for any items found missing from Property following their tenancy. Please check the Property upon your arrival and report any damages found, obvious missing items, or if maintenance or cleaning is needed. Failure to report any of these items prior to check-out could result in full or partial loss of your refundable security deposit. Damage incurred in excess of the refundable security deposit, including reasonable attorney's fees and unauthorized utility charges, will be charged to the credit card on file. The units are carefully inspected after each rental by our cleaning staff. Your refundable security deposit will be processed and the proper amount returned to you within 45 days of your check out.

6. **Security Deposit Protection Plan** Tenant may elect this optional non-refundable waiver in lieu of paying the refundable security deposit of \$400-\$1,000 as shown on the front of this lease. This plan excludes the Tenant from paying for damage to the Property deemed accidental in the sole discretion of Wrightsville Sands Realty, Inc. (please refer to Description of Coverage). The fee does not exempt Tenant from theft or unauthorized utility charges. If there is previous damage to Property, it must be reported to our office upon Tenant's arrival or Tenant will be held responsible. Tenant must notify Wrightsville Sands Realty, Inc. of any damage to the Property during their occupancy. Tenant shall be responsible for all unreported damages and any items found missing from Property following their occupancy. Damages not covered by this plan will be charged to the credit card on file. Tenant may not select this plan after the final balance has been paid. To decline this plan, please initial the appropriate space on the front of this lease and the refundable security deposit will be added to the final balance. Agent receives a fee from the deposit plan company.

7. **Check-In** Check-in times are listed on the front of the Agreement. To avoid delays in cleaning and inspection of your rental home, it is essential that you come to our office and check in before going to the Property. Taking possession of the property before being given the keys could result in additional delay and or charges and may make guest responsible for damage from previous tenant. **You will be required to sign an authorization and present a credit card (Visa or MasterCard only) to reimburse for damages in excess of the refundable Security Deposit or not covered by the Peace of Mind Deposit Waiver, whichever is applicable, including reasonable attorney's fees, unauthorized utility charges and a check-out fee if proper check-out procedures are not followed.** Wrightsville Sands Realty, Inc. makes every effort to prepare all units for occupancy at the given times. However, in some instances it may be necessary to delay occupancy until the unit has been properly cleaned and inspected. Tenant understands and agrees that there will be no rebate or discount for such late occupancy.

8. **Check-Out** Our cleaning and inspection staff depends upon your timely departure so that they can take care of preparing the Property for the next scheduled tenants. Tenant is responsible for completion of the items on your check-in packet including returning all furniture to original positions, vacuuming, sweeping all tile and wood floor surfaces, making beds, putting away dishes, taking out trash and placing it in the provided outside container, and closing and locking all windows and doors. Failure to follow proper check-out procedures will result in a charge to the credit card on file. Property must be vacated by 10:00 am on the day of check-out or Tenant will be in material breach of this agreement as well as subject to a late check-out fee of \$100.00 per hour (or portion thereof) of the breach which tenant authorizes Wrightsville Sands Realty, Inc. to charge to the credit card on file. In the event that Tenant holds over, Tenant will be charged rent for the entire period necessary to complete an expedited eviction against them. Any keys not returned to the office will be subject to a \$50.00 per key lost key charge. Shipping and handling charges will apply to return items left behind.

9. **Occupancy** The maximum number of guests permitted may not exceed the intended occupancy of the home. Maximum occupancy is indicated on the front of the lease next to SLEEPS

10. **Rules of the House** Tenant hereby acknowledges that they have read the terms and conditions of this Agreement as set forth herein, the "Standard Terms and Conditions of Wrightsville Sands Realty, Inc." as may be found on our web site or at our office and "Payments and Fees" and "Guest Information" contained in the Wrightsville Sands Realty, Inc. rental guide for the current year and that they will abide by and be bound by all of the terms and conditions contained therein.
11. **Family Groups and Age Requirements** Wrightsville Sands Realty, Inc rents to Family Groups only. No fraternities, sororities, college, school, church, civic or other non-family groups are permitted. Additionally all family members less than 25 years old or younger must be supervised by at least two accompanying adults 35 years of age or older at all times during tenancy. The supervising adults must also be present at check-in and remain for the duration of this tenancy. In the event that we determine at check-in or thereafter that Tenants are not a family group or do not meet the specified age requirements, Tenant will be in material breach of this lease and will be denied access to the Property or be subject to immediate expedited eviction and will forfeit all rents and fees paid to Wrightsville Sands Realty, Inc. Tenant agrees to furnish proper photo identification at check-in to verify that they are the Tenant as set forth herein, that they are a family group, and that they meet the specified age requirements and to provide the required credit card imprint to complete check-in procedures. These rules are strictly enforced!
12. **Late Check-In** In the event of late occupancy after office hours, Tenant is required to complete check-in procedures by appearing in person at the appropriate Wrightsville Sands Realty, Inc office by noon of the following day to confirm that they are the Tenant as set forth herein, that they are a family group, and that they do meet the specified age requirements and to provide the required credit card (Visa or MasterCard) imprint.
13. **Pets** Pets are not permitted in most of our homes. Most homes allowing pets only permit one housebroken dog unless additional dogs are disclosed and pre-approved at time of reservation. An additional \$100 per week non-refundable pet fee plus all applicable taxes is required for each approved pet. Any non-declared or unapproved pets will be charged the standard \$100 per week non-refundable pet fee as well as a \$100 per week non-declared pet fee for a total of \$200 per pet per week plus applicable taxes. A pet of any kind on the premises of a non-pet house is absolutely prohibited, a material breach of this agreement, grounds for expedited eviction, will cause forfeiture of all rents and fees paid, and will be charged the same \$200 per pet plus the cost of full carpet cleaning and flea treatment. This rule is strictly enforced! Agent reserves the right to inspect Property without notice to verify compliance with all pet rules. Pets are strictly prohibited in the pool or spa.
14. **Smoking in a Non-Smoking Home** If any member of your vacation party smokes, we respectfully request that you not reserve a non-smoking home. If our cleaning/inspection staff detects evidence of smoking within a non-smoking home, the entire cost of cleaning, carpet cleaning, deodorizing, and changing of HVAC filters will be charged to the credit card on file. Non-Smoking rules are strictly enforced.
15. **Mobile Homes, Tents, RV's, and Campers** No mobile homes, trucks with campers, camping trailers, tents or other accommodations of any type are permitted on Property during tenancy. Violation of this rule is a material breach of the agreement and grounds for expedited eviction.
16. **Weddings, Receptions, and Parties** No weddings, receptions, parties or other such gatherings are permitted at Premises unless pre-approved in writing by Wrightsville Sands Realty, Inc. at time of reservation. An additional deposit and/or fee for these events may be charged.
17. **Construction** New homes are constructed regularly in our area. There are no rebates or discounts given for construction occurring near or adjacent to Property. New Hanover County's and Wrightsville Beach's noise ordinance is enforceable from 11 pm to 7 am.
18. **Under Construction** New homes that are under construction can sometimes be delayed or have listed amenities not available through no fault of the Agent/Owner. Agent/Owner obligations are limited to notification of guests, a full refund of monies received and a good faith effort by Agent to locate a replacement. Tenant waives all claims against Agent/Owner for non-completion of any property indicated as Under Construction on the front of this lease. Under no circumstances will Wrightsville Sands Realty, Inc or the Owner provide any additional monies to facilitate a transfer required due to a construction delay.
19. **Maintenance and Repairs** Every reasonable effort is made to keep each property and its equipment in good working order. Please notify Wrightsville Sands Realty, Inc. promptly of any difficulty you incur during your stay. Immediate servicing of malfunctioning units may not be possible at all times. Therefore, dishwashers, microwaves, washers, dryers, TV's, VCR's, DVD's, stereos, air conditioners, hot tubs, swimming pools, and other non-essential items cannot be guaranteed to be operational. Wrightsville Sands Realty, Inc., upon notice by Tenant, will make every effort to have such items repaired as quickly as possible. Replacements are not provided. There will be no rebates or discounts. Landlord and Agent shall have the right to inspect Property during tenancy and make repairs during the rental period.
20. **Access to Premises** Tenant agrees that if Premises is listed for sale, Agent may, with four hours notice, show Premises to prospective buyers.
21. **Hurricanes and Travel Insurance** If a mandatory evacuation is ordered by New Hanover County and/or Town of Wrightsville Beach, Tenant agrees to follow Hurricane Policy and Procedures as directed by Agent and then evacuate as instructed. Owner or Agent provides NO REFUNDS DUE TO HURRICANES OR HURRICANE EVACUATION. Instead, we strongly recommend the purchase of travel insurance, as noted on the front of this Agreement. The insurance amount is shown on the front of this lease. You may decline coverage by initialing the appropriate space on the front page of this Agreement and paying the adjusted amount. Insurance cannot be purchased after final payment has been made. The Travel Insurance terms and conditions are made and administered by CSA (please refer to a copy of their Description of Coverage for specific information). Agent receives a fee from the insurance company.
22. **Limitations of Remedies, Damages and Indemnity** Wrightsville Sands Realty, Inc. is acting as Agent for, and on behalf of, the Owner of the Property. The Property may or may not be owned by a North Carolina Real Estate Licensee. All reservations are contingent upon the homeowner making the given time period available for rental. In the event Agent is unable to deliver possession of Property to Tenant under this lease agreement because of the Owner's use of the specified lease period, Tenant hereby agrees that their sole remedy is a full refund of any and all rents, fees, taxes and refundable security deposits made to Agent, and that Tenant will hold harmless Agent and Owner for any consequential or secondary damages that Tenant suffers due to the unavailability of Property, including but not limited to expenses incurred as a result of travel, or renting alternative housing. Owner is responsible for all refunds of advance rental payments made by tenant. If Property is unavailable for occupancy due to mandatory evacuation or inaccessible due to storms or storm damage, no refunds will be given. Please see paragraph 21 of this Agreement entitled "Hurricanes and Travel Insurance". Tenant also agrees that in the case of a double booking, Tenant is only entitled to the full refund of all consideration previously tendered by Tenant. Tenant agrees to release and indemnify the Owner and his Agent from and against all liability for injury to the person of the Tenant or to any member of their household resulting from any cause whatsoever, except for such personal injury caused by the gross negligence or intentional acts of the Owner or Agent. Tenant shall not be entitled to any refund due to unfavorable weather, voluntary or mandatory evacuation, or disruption of utility services (including phone, internet, and cable TV). Tenant agrees to be responsible for any necessary repairs due to their intentional or negligent acts or failure to act as well as any pet damage.
23. **Separability of Provisions** If by operation of law any provision of this agreement is or becomes unenforceable, all remaining lawful provisions shall be enforceable.