

Downloadable Rental Agreement

Rental Agreement with AGR

Thank you for choosing Anchor Realty Group! Below you will find your vacation contract, breakdown of charges, and payment schedule for reservation. Specific reservation details can be found in your reservation invoice that will be sent to your inbox.

We look forward to having you in Virginia Beach!

Anchor Realty Group

admin@anchorvirginia.com.

If you booked your vacation rental through a third party website, you are subject to additional charges at the time of booking that will not show in your rent breakdown below. Such third party booking fees are not associated with Anchor Realty Group nor are they a part of Anchor Realty Group's booking procedure.
Your Check In / Check Out Date, Time, and Address is in your reservation period.
Deposit Charge Total: Half of Booking Charge Total

THIS LEASE AGREEMENT ("Lease") is made according to the reservation invoice by and between Anchor Realty Group (Landlord) and (Tenant) ("Landlord" and "Tenant" collectively referred to as "Parties"). In consideration of the mutual promises and covenants set forth below, as well as other good and valuable consideration, the receipt of which is acknowledged, Parties hereto agree as follows:

Landlord's Disclosed Agent

The Landlord has appointed Anchor Realty of Virginia Beach d/b/a Anchor Realty Group ("Agent") as agent in connection with this Lease. Agent is authorized to manage the Premises and act on behalf of the Landlord, including but not limited to serving and receiving notices and demands. Any action taken or waiver given by Agent shall be as effective as if made by Landlord. Landlord and Tenant agree that Agent is authorized to and shall be entitled to enforce this Lease. Tenant acknowledges that this agency relationship has been fully disclosed prior to its entry

into this Lease. Agent's address and contact information is as follows: 613 21st Street Virginia Beach, Virginia 23451, Phone (757) 428-0432, Fax (757) 428-2996.

Weather

There are no refunds of rent due to shortened stays or canceled stays because of weather conditions, related utility difficulties or insects (ie water beetles), or acts of federal, state, or local authorities.

Check In (Regular and After Hours) and Check Out

Check in time, unless otherwise specified in check-in instructions, is 4pm. We do all that we can to have our homes ready by check in time, but we cannot guarantee the exact time of occupancy due to the possibility of unforeseen circumstances that may have been related to guests departure and resulting house needs that same day. Housekeeping and all maintenance personnel must provide services between occupancies for every home. You may not go to or park at the property prior to receiving notification that the house is ready for check in to allow our housekeeping and maintenance staff full access to the house.

Anchor Realty Group is happy to offer you contact free check in. A member of our staff will contact you via text or booking app (Airbnb) if your house is ready early. When your rental is ready, you will be sent a message including the address, entry code and any other pertinent information.

Check out time is no later than 10am, unless otherwise coordinated. A list of check out needs will be provided for you (removing trash, linen instructions, etc) by Anchor Realty Group Staff. All keys, parking and property possession must be surrendered at or before this time. To request late check out please email admin@anchorvirginia.com for availability.

Property and Authorized Use

The Premises will be used by Tenant as a vacation rental, not a primary residence, and for no other purpose with a maximum number of occupants as outlined in the property listing. If there are minors on the property, adult supervision is required at all times. Failure to provide this supervision constitutes a material breach of this Lease. Occupancy and use of premises shall not disturb or offend neighbors or residents. Anchor Realty Group is only authorized to rent to adults over the age of twenty-four (24). Any individuals under the age of twenty-four (24) must be accompanied by and supervised by a Tenant at all times. House parties, keg parties, excessive noise and/or disruptive behavior (i.e. fireworks, loud music, etc.) are not permitted and will result in the immediate eviction of the Tenant without a refund.

Reservation Fee and Balance

Tenant agrees to pay the rental amount in full. The rental amount will be paid in the following installments: a reservation fee / booking deposit of 50% of the total rent amount due immediately and the remaining balance shall be due in full and payable 30 days before the commencement of this lease. Any and all payments must be made in the form of (1) a cashier's check, (2) money order, or (3) credit card. If the remaining balance is not timely received, the Agent may cancel the tenants right to use the property and tenant shall pay 80% of the balance to compensate the Landlord for taking the property off the rental market. Anchor Realty Group is authorized to collect full payment at time of booking if the arrival date is less than 30 days away.

Cleaning

Before your arrival, your vacation rental home will have received a full sanitary clean with EPA certified products. This sanitization is paid for by the owner of the vacation rental home on your behalf. Guests are responsible for removing all trash from the property as well as taking care of excess cleaning needs (heavy sand, moving furniture to its original spot, washing any stained or spilled on blankets or taking care of needs that surpass a standard cleaning. Dishes should be cleaned and placed in original cabinets. Emptying dishwashers is not included in standard cleaning. Please notify our office of any extensive needs or damages. Should excess cleaning or damages be identified by housekeeping, tenants agree to be responsible for additional cleaning or repair charges.

Vacation Rental Damage Protection - Optional

As part of your stay, you may purchase a Vacation Rental Damage Plan designed to cover unintentional damages to the rental unit interior that occur during your stay, provided they are disclosed to management prior to checkout. If purchased, the policy will pay a maximum benefit of \$3,000.00. Any damages that exceed \$3,000.00 or are not covered under the plan will be charged to the credit card on file. If during your stay at one of our rental properties an insured person causes any damage to the real or personal property of the unit as a result of inadvertent acts or omissions, the Insurer will reimburse the insured for the cost of repair or replacement of such property up to a maximum benefit of \$3,000.00. Certain terms and conditions apply. Full details of the Vacation Rental Damage coverage are contained in the Description of Coverage or Insurance Policy (www.generalitravelinsurance.com). Vacation Rental Damage Plan can be purchased

up to, and including at, check in. By submitting payment for this plan, you authorize and request Customized Services, Administrators, Inc d/b/a Generali Global Assistance and Insurance Services to pay directly Anchor Realty Group any amount payable under the terms and conditions of the Vacation Rental Damage Plan. Please contact Anchor Realty Group directly if you do not wish to participate in this plan or assignment.

Travel Insurance - Optional

Vacation Rental Insurance provides coverage for the loss of pre-paid, non-refundable expenses due to certain unforeseeable circumstances that may jeopardize your vacation investment and prevent you from occupying the premises as scheduled. You have the option to purchase that insurance at the time of your reservation. Certain terms and conditions apply to that coverage. See the Rental Policy for details.

I understand that I have been given the choice of purchasing or declining trip insurance coverage. I am aware of Anchor Realty Group's cancellation policy, as stated on <https://www.anchorvirginia.com/frequently-asked-questions/>.

Cancellation Fee

We understand that sometimes things come up and a tenant may be unable to fulfill their travel plans. All cancellations that are submitted in writing (admin@anchorvirginia.com) and are timely if received prior to 30 days before the commencement date. If timely cancellation notice is received, the Agent may refund any monies paid in excess of the 50% reservation fee. If there is a cancellation within 30 days and the premises are rented to another tenant, Agent may refund all or a portion of any amount paid by Tenant other than the 50% reservation fee. If the premises are not re-rented, a refund may not apply. If the tenant requests to be transferred to a different property, funds can be transferred with a minimum of 30 days' notice of the commencement date to the new property for a transfer fee of \$100.00 USD.

The transfer fee must be paid at the time of the transfer. A corrected lease must be signed and returned to the office, and new dates of stay must occur within 12 months of original reservation dates. Please look into Generali Global Assistance to help protect your vacation investment.

I have read and acknowledge the Rent provision and understand that the reservation fee is non-refundable.

Vehicles and Parking

At no time may any vehicles park on or drive in the grass. Tenant agrees to keep spaces clean of oil drippings. Tenant agrees to advise visitors about parking and to take responsibility for where your visitors park. Tenant agrees not to park boats, recreational trailers, utility trailers and the like on the premises without first obtaining written permission. Tenant agrees to comply with such parking rules and regulations as Landlord may deliver to Tenant. Vehicles parked on or about the Premises in violation of such rules and regulations may be towed at vehicle owners' expense. Anchor Realty Group will not be held responsible if the tenant's car is towed for any reason. Parking will be in accordance with the parking instructions provided.

Inspections and Access

Landlord and its representatives may enter the Premises to make inspections, repairs, decorations, alterations or improvements. Landlord will give Tenant Twenty-Four (24) hours notice of Landlord's intent to enter the Premises if not requested by the tenant. However, Landlord may enter the dwelling unit without the consent of Tenant in case of emergency. Failure of Tenant to allow access to Landlord or its agent pursuant to this subsection will constitute a non-remediable breach and at the discretion of the Landlord may result in the immediate termination of the Lease.

Covenants by Tenant

Tenant covenants and agrees to keep the Premises clean and safe; use all electrical, plumbing, heating, elevator, ventilating and air conditioning facilities and appliances in good and safe manner and conduct himself or herself, and require guests to conduct themselves, in a manner that will not disturb Tenants neighbors; and to take care not to intentionally or negligently destroy, damage or remove any part of the Premises.

Tenant agrees that under no circumstances it or its guests use or access the owner's closet or other areas not designated for use such as attics or other storage areas. Tenant acknowledges and agrees that he/she nor shall any guests smoke on the premises. Any smoking must be done outside of the premises with the cigarette butts and other smoking debris being placed in a receptacle for disposal. Tenants will be fined for smoking of any kind and remediation of any odor or damages.

Clean Up Responsibilities of Tenant

Tenant agrees to dispose of its ordinary household trash and leftover food by emptying all internal receptacles into the outdoor trash and or recyclable

receptacles at the end of its lease term. Tenant is responsible for reading and following all house rules. Further at the expiration of the Lease Tenant agrees to:

- Wash all dishes and return them to their original location.
- Return all furniture back to its original position.
- Turn lights and small appliances off.
- Lock all doors and windows and
- Take out all trash from the unit.
- Complete any excessive cleaning needs.

No dogs, cats, or other animals shall be kept in or about the Premises by Tenant or Tenant's guests without the written permission of the Landlord and a one hundred dollars (\$100.00 USD) non refundable pet fee being paid per pet. In the event that the Tenant has more pets than permitted or fails to obtain written permission of the Landlord or pay the non refundable pet fee, Tenant hereby agrees to pay Landlord liquidated damages of Two Hundred dollars (\$200.00) per pet.

Tenant will surrender all keys and access to the Premises on the date Tenant vacates the premises; failure to return keys or parking passes will result in a One Hundred Twenty Five (\$125.00 USD) charge to cover costs of changing locks. If your keys are left in the property and you require Anchor Realty Group to come and unlock the property, a Fifty Dollar (\$50 USD) lock out fee will be charged to cover the cost of this service.

All parking passes must be returned to the Anchor Realty Group Office on the date and time the lease expires; failure to return each parking pass will result in a seventy-five (\$75.00 USD) charge per pass to cover costs of a new pass.

Incidental Charges

In the event that an incidental charge occurs that is not covered by the tenant fees, the tenant authorizes payment for these charges, as identified above and/or determined by an inspection, by charging the credit card on file or an alternative credit card provided in the field below. Incidental charges include but are not limited to: lost keys, parking passes, damaged linens, excessive clean, etc. In the event that a credit card is declined for an incidental charge, the tenant agrees to provide a new form of payment within three (3) days.

I have read and acknowledge the Incidental Charges Provision. I understand that unless an additional credit card is provided, the card on file will be used for charges.

Bodily Injury and Property Damage

Landlord is not an insurer of Tenant's person or property. Except to the extent provided by the law, Landlord will not be liable to Tenant for any bodily injury or property damage suffered by Tenant or Tenant's guests or family members. Neither Landlord nor Agent shall be liable for any injury or damage to persons or property from any cause unless such damage shall be caused by intentional or grossly negligent act or omission. Further, Tenant agrees that Agent may not be familiar with the condition of property and may not inspect the property after each visit by another tenant. Tenant agrees not to bring any action against the Agent concerning the condition of the promises and agrees to assume any such risk to conditions.

Rules and Requirements

Tenant agrees to comply with the Landlord's reasonable and nondiscriminatory rules and regulations which concern the use and occupancy of the Premises, which intend to promote the convenience, safety or welfare of tenants or preserve Landlord's property.

Damages

In the event of any breach of this Lease, Tenant will be liable as follows: For all expenses Landlord may incur for cleaning, painting, and repairing the Premises due to Tenant's failure to leave the Premises in thoroughly clean and in good condition, for any court costs, as well as for the cost of service of notice or of process by a sheriff or private process server; for reasonable attorney fees of thirty three (33%) percent incurred by Landlord for any loss of rent, including from the next tenants; and for interest at the rate of twelve (12) percent per annum from date of breach.

Notices

All notices sent by Landlord that are required to be in writing under this lease may be delivered in person or sent by mail or email to the tenant or at Tenant's last known place of residence. All notices in writing or required by this Lease shall be deemed to have been received by Tenant if the same have been served or delivered at Tenant's last known place of residence. Any notices sent by Tenant must be in writing and sent to the Agent's address via certified mail, return receipt requested (postage prepaid).

Equal Opportunity

LANDLORD AND AGENT ARE PLEDGED TO THE LETTER AND THE SPIRIT OF THE UNITED STATES POLICY FOR THE ACHIEVEMENT OF EQUAL HOUSING OPPORTUNITY THROUGHOUT THE NATION. THE PREMISES IS OFFERED AND

LEASED WITHOUT REGARD TO RACE, RELIGION, NATIONAL ORIGIN, SEX, AGE, PARENTHOOD, OR HANDICAP, PURSUANT TO STATE AND FEDERAL FAIR HOUSING LAWS.

Disclosure

Anchor Realty Group Owner and Broker Matthew B. Toller has an ownership and interest in Beach Investment Corporation which owns the following properties: Surf's up Cabana (113 B 53rd Street), Sun Down Cabana (113 C 53rd Street), Castaway Sands Cottage (113 A 53rd Street) and 2020 LLC which owns the following properties: Old Beacon 1, 2, 3 & 4 (314 27th Street Virginia Beach, Virginia 23451) and The Old Salt (209 24th Street Units A, B & C). THESE DISCLOSURES MAY IMPACT THE USE AND/OR ENJOYMENT OF A PROPERTY, ANCHOR REALTY OF VIRGINIA INC DBA ANCHOR REALTY GROUP NOR ANY OF THEIR EMPLOYEES OR AGENTS SHALL NOT BE LIABLE FOR TENANTS AND GUESTS FAILURE TO INVESTIGATE ANY OF THESE DISCLOSURES PRIOR TO ENTERING INTO A LEASE AGREEMENT.

Miscellaneous

This Lease is entered into and shall be construed under the laws of the State of Virginia. Further, the parties agree that any court action brought under this lease must be brought in the City of Virginia Beach, Virginia and the Tenant hereby consents to the personal jurisdiction of such court. Any provision of this Lease which is prohibited by, or unlawful or unenforceable under, Virginia law shall be ineffective only to the extent of such prohibition without invalidating the remaining provisions of this Lease. If more than one Tenant signs this Lease, all persons signing as Tenant shall be jointly and severally liable for all obligations of Tenant set forth in this Lease. Both Landlord and Tenant hereby waive the right to trial by jury in any action, proceeding or counterclaim brought by either party against the other arising out of this Lease, the relationship as Landlord and Tenant, Tenant's use or occupancy for the Premises, and or any injury or damage on or about the Premises. This Lease and any rules or regulations of the Landlord constitute the entire lease agreement between Landlord and Tenant. No oral statements made by either party shall be binding. Additionally, the parties agree that this contract shall not be construed against the drafter but against both parties equally.

