

July 13, 2021

Hello,

I am writing this letter to inform you about a vacation that was planned before being hired. Last year while my husband was in Kuwait his family along with myself and our 4 year old daughter went to the Outer Banks. We had rented a house for the week and since he was unable to be there they decided to rent the same house for the same week this year after we were offered a discounted rate.

The trip is Sunday September 26th to Sunday October 3rd. I understand that being a new employee that time off is limited. I contacted the agency we have the house with and we are unable to get a refund or transfer the dates.

As informed by Dr. Hire, that as a new hire I would have 2 unrestricted days and the other 3 would have to be unpaid. I am requesting to take September 27th and September 28th as my 2 unrestricted days. Then having September 29th, September 30th, and October 1st be the 3 days not paid.

The next page is the first page of the rental agreement with the details of the stay. The following page is the page in the rental agreement that discusses the cancellation policy.

If you have any questions for me please let me know. Thank you for taking the time to read this.

Thank you,
Shelby Smith

VACATION RENTAL AGREEMENT

3732 N. Croatan Hwy
Kitty Hawk, NC 27949
Phone: (877) 494-7964
Fax: (252)-255-1226
info@outerbanksblue.com
<http://www.outerbanksblue.com>

Reservation #: 236831

Guest: Linda Pirt
Address: 1559 Elizabeth Ave Lakemore, OH 44250

Staying in: NH046-Majestic Palm #1
Address: 3633 S. Virginia Dare Trail
Nags Head, NC 27959
From: 09/26/2021 **To:** 10/03/2021
Max Occupancy: 18

Total Rent: \$3,220.00
Red Sky Travel Insurance: \$252.32
Sales Tax: \$410.55
Total Due: \$3,882.87

Payments Received to Date: \$3,882.87
Remaining Balance: \$0.00

Expected Charges		
Due Date	Description	Amount Due
02/16/2021	Required Payment for Fee: Red Sky Travel Insurance NEW (100.00%)	\$252.32
02/16/2021	Required Payment: 50.00%	\$1,485.00
Total Due 02/16/2021		\$1,737.32
08/27/2021	Required Payment: 100.00%	\$2,145.55
Total Due 08/27/2021		\$2,145.55
Grand Total of Expected Charges:		\$3,882.87

13. **Acts of God/Construction Noise.** Neither Owner nor Agent shall be liable for events beyond their control which may interfere with Your occupancy, including but not limited to Acts of God, acts of governmental agencies, fire, strikes, war, inclement weather, including flooding and construction noise from nearby sites. NO REBATE OR REFUND will be offered in these circumstances.
14. **Construction.** In the event that Your reservation for the Premises is under construction, whether new construction, remodel or repair, at the time of your occupancy, Agent reserves the right to relocate You to a different property within the Agent's rental program or that of another program. Reasonable efforts will be made to ensure that the replacement property is reasonably comparable to the Premises. Agent shall have the sole right to select such replacement property. You will have the option to: (1) accept the replacement property and pay any additional monies that are owed, as the case may be or (2) reject the replacement property and receive a refund of all rents and fees paid for the Premises. You hereby agree that Your choice between these alternatives will be Your sole remedy for any and all damages, liability or inconvenience arising out of the construction as defined herein.
15. **Cancellation/Breach.** In the event of: (i) Your cancellation of this Agreement or (ii) a material breach of any provision of this Agreement by You, including, but not limited to, Your failure to remit the Final Balance Due, You shall not receive a refund of all payments made by You (including an administrative fee of \$250.00 plus tax). In such an event, Agent may in its sole and absolute discretion reduce the rental amount offered without notice. If the Premises is not re-rented Agent shall seek an amount sufficient to defray the actual damages suffered (i.e. Agent may in its sole and absolute discretion pursue to the fullest extent of the law the original balance owed if not paid in full) as a result of the cancellation or material breach. Whether or not the Premises are re-rented, please be aware that the rental fees paid are non-refundable.

◦ **Guest Initials:**

LP

16. **Transfer of Premises.** (a) In the event that the ownership of the Premises is voluntarily transferred prior to Your occupancy, and if the new owner does not honor this Agreement, You are entitled to a refund of all advance rent paid (and other fees owed to third parties not already lawfully disbursed). No later than 10 days after transfer of the Premises, the new owner or Agent will: (i) notify You in writing of the transfer of the Premises, the new owner's name and address, and the date the new owner's interest was recorded; and (ii) advise You whether You have the right to occupy the Premises subject to the terms of this Agreement or receive a refund of any payments made by You. (b) Upon recordation of such transfer of ownership, the Owner or Agent will transfer all advance rent paid by You (and other fees owed to third parties not already lawfully disbursed) to the new owner within 30 days, and notify You by mail of such transfer and of the new owner's name and address.