

VACATION RENTAL ADDENDUM

Property: 301 Pinnacle Inn Road # 3310, Beech Mountain, NC 28604

Seller: Midland Trust Company As Custodian FBO Richard Hart

Buyer: _____

This Addendum is attached to and made a part of the Offer to Purchase and Contract ("Contract") between Seller and Buyer for the Property.

1. **Existing Vacation Rentals.** The Property is subject to vacation rental agreement(s) as defined by the Vacation Rental Act (Chapter 42A of the North Carolina General Statutes) during the following time period(s):
3-8-23 through 6 months past the closing date

2. **Information to be Provided by Seller.**

- (a) Except as provided in (b) and (c) below, within ten (10) days after Closing, Seller shall disclose to Buyer each tenant's name and address and shall provide Buyer a copy of each vacation rental agreement covering the time period(s) set forth above.
- (b) In lieu of providing Buyer a copy of each such agreement, where Seller or Seller's agent utilizes a standard form vacation rental agreement, Seller may provide Buyer with a copy of the part of each such agreement that contains information unique to the tenancy (including any provisions that have been added, deleted or modified), the amount to be paid by the tenant, and the parties' signatures, along with one copy of the standard form vacation rental agreement.
- (c) Notwithstanding (a) or (b) above, the parties agree that if prior to Closing, Buyer engages Seller's rental agent to continue to manage the Property after Closing, the rental agent is authorized to provide the information required in (a) or (b) above to Buyer.

NOTE: This paragraph 2 is not intended to limit Buyer's right to review copies of any rental agreements during the Due Diligence Period or terminate this Contract prior to the expiration of the Due Diligence Period. If Buyer desires to review copies of the vacation rental agreements prior to Closing, it is recommended that Buyer obtain copies of the rental agreements in sufficient time to allow review of the agreements prior to the expiration of the Due Diligence Period.

3. **Additional Vacation Rentals. Check only ONE of the following options:**

- Seller may enter into additional vacation rental agreements after the Effective Date of this Contract, provided that such agreements shall be on similar terms as the Property is currently rented. This authorization shall not constitute Buyer's agreement to honor any such agreements that end more than 180 days after Closing. Seller shall disclose to Buyer information concerning any such additional agreements in accordance with the applicable provision of paragraph 2 above.
- Seller may enter into additional vacation rental agreements after the Effective Date of this Contract, provided that such agreements shall end no later than the Settlement Date of this Contract.
- Seller may not enter into additional vacation rental agreements after the Effective Date of this Contract.

4. **Rental Manager Information.** If the Property is being managed for Seller, the name, address and telephone number of the rental manager is as follows: Evolve - Ricky Penley - 828-773-2415

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This form jointly approved by:
North Carolina Bar Association
North Carolina Association of REALTORS®, Inc.



STANDARD FORM 2A13-T
Revised 7/2019
© 7/2022

Buyer initials _____ Seller initials RH

NOTE: The Vacation Rental Act contains provisions that apply to the voluntary transfer of property used for vacation rentals, but not limited to, the following:

- Prior to entering into any contract of sale, the Seller is required to disclose to the Buyer the time periods that the property is subject to a vacation rental agreement.
- Buyer will take title subject to vacation rental agreements that end not later than 180 days after closing; if vacation rental agreements end more than 180 days after closing, those tenants have no rights to enforce the terms of the vacation rental agreements unless Buyer agrees in writing to honor them.
- Tenants are entitled to a refund of any payments for vacation rental agreements not so honored by Buyer.
- Not later than twenty (20) days after closing, the Buyer or the Buyer's agent shall (i) notify each tenant in writing of the property transfer, the Buyer's name and address, and the date the Buyer's interest was recorded; (ii) advise each tenant whether he or she has the right to occupy the property subject to the terms of the vacation rental agreement and the Vacation Rental Act; and (iii) advise each tenant of whether he or she has the right to receive a refund of any payments made by tenant. **HOWEVER**, if Buyer engages as Buyer's broker and rental agent for the Property the broker who procured the tenant's vacation rental agreement for Seller, Buyer shall have no obligation under (i), (ii) and (iii) within this paragraph with regard to those tenants whose vacation rental agreements must be honored under the Vacation Rental Act or with regard to those tenants whose vacation rental agreements Buyer has agreed in writing to honor.

This NOTE is provided for informational purposes only and does not create any contractual obligations between Buyer and Seller or Buyer and Tenant.

IN THE EVENT OF A CONFLICT BETWEEN THIS ADDENDUM AND THE CONTRACT, THIS ADDENDUM SHALL CONTROL, EXCEPT THAT IN THE CASE OF SUCH A CONFLICT AS TO THE DESCRIPTION OF THE PROPERTY OR THE IDENTITY OF THE BUYER OR SELLER, THE CONTRACT SHALL CONTROL.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

Date: _____

Buyer: _____

Date: _____

Buyer: _____

Entity Buyer:

(Name of LLC/Corporation/Partnership/Trust/etc.)

By: _____

Name: _____
Print Name

Title: _____

Date: _____

3/8/2023

Date: _____
DocuSigned by:

Seller: Richard Hart
Midland Trust Company As Custodian FBO Richard Hart

Date: _____

Seller: _____

Entity Seller:
Midland Trust Company As Custodian FBO Richard Hart
(Name of LLC/Corporation/Partnership/Trust/etc.)

By: Richard Hart

Name: **Richard Hart**
Print Name

Title: **Trustee**

Date: 3/8/2023