

## VACATION RENTAL AGREEMENT / RENTAL POLICIES

**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 THE PROPERTY FOR A VACATION RENTAL.**

**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 ANY TENANT.**

All properties managed by BRYANT REAL ESTATE are privately owned and are rented on behalf of the property owner, subject to the provisions of the Rental Agreement. Each unit is furnished by the owner to reflect their taste, is held to certain standards recommended by Bryant Real Estate, and priced accordingly.

Bryant Real Estate has two primary offices for vacation rentals:

Our Wrightsville Beach office (1001 N. Lumina Ave, Wrightsville Beach, NC) services our Wrightsville Beach vacation rentals.

Our Carolina Beach office (1230 N. Lake Park Blvd, Carolina Beach, NC) services Carolina and Kure Beach Vacation Rentals.

1. INITIAL PAYMENT: The initial payment is due at the time of booking. The initial payment is a percentage of the rental amount, booking fees, Travel Insurance (if purchased) and applicable taxes, etc. If your arrival date is within 30 days, full payment is required at the time of booking. A Rental Confirmation will be sent to you showing your payment and any remaining balance due including additional charges added. While Agent will make all efforts to ensure accuracy of optional and added items, tenant should review for accuracy and notify the Agent immediately if there are any errors found. All rental monies will be held in an interest-bearing account with Towne Bank at 3535 Glenwood Avenue, Raleigh, NC, 27612, with interest belonging to Agent. We accept Visa, Mastercard, Discover, certified funds, travelers' checks, money orders, and personal checks. Please note that checks will not be accepted 30 days prior to reservation dates. All checks for final payments must be received on or before the due date indicated on the rental agreement and payment confirmation. Any check returned unpaid by the bank for any reason will incur a \$35.00 processing fee. If a fraudulent chargeback is issued by the tenant, all subsequent payments must be in certified funds.

2. REMAINING BALANCE PAYMENTS: The remaining balances after the Initial payment has been paid are incrementally due at 180, 60 and 30 days before you arrive, or as stated in your confirmation. This will include the remaining rental amount, and any unpaid fees (such as: pet fees, linen and linen set up fees, applicable taxes, or any additional charges incurred) that were added after the initial booking. If the remaining balance payment are not paid in full in accordance with your deposit schedule on the confirmation, the Agent has the right to charge the card on file without any further notification or

communication with you per the Debit/Credit Card Authorization Form. If we are unable to process the card on file, the Agent has the right to cancel your reservation in accordance with the Cancellation Policy without prior notice being given. Access codes or keys will not be issued, and occupancy will not be permitted without full payment.

3. ACCIDENTAL DAMAGE FEE AND SECURITY DEPOSIT: Each reservation includes an Accidental Damage Program. The Accidental Damage Program provides tenants with an additional coverage of \$1,500.00 for accidental and non-willful damage. Tenants understand and agree that they are responsible for any damage to the property during their stay that is not covered with the Accidental Damage Program, the cost that exceeds the limited amount of the Accidental Damage Program, any negligent or willful damage caused from wanton conduct, or any pet damage, and the cost of any reasonable attorney's and collection fees. **In order to be protected by the Accidental Damage Program, tenant most notify Bryant Real Estate of Covered Damage prior to check out.** A security deposit may be required and will be stated at the time of booking, or if your occupancy requires one to be approved. If a security deposit is required, it may be applied to actual damages caused by the tenant as permitted under the Tenant Security Deposit Act. In addition, Agent may deduct from the security deposit the amount of any unpaid long distance or per call telephone charges and cable television charges that are not specifically described in this agreement as being included with the premises. Agent shall apply, account for, or refund Tenant's security deposit within 45 days following the end of the tenancy. The security deposit will be used and applied to damages first if required. If damages exceed both the security deposit and the accidental damage coverage, the tenant will be responsible for the remaining charges. Tenants also understand that any costs that exceed the Accidental Damage Program, willful damage, pet damage, and/or negligence will be charged to the credit card on file.

ITEMS COVERED UNDER ACCIDENTAL DAMAGE FEE:

Kitchens: refrigerator shelves, stove tops replaced or repaired, coffee carafe, cabinet drawer/door repairs, small appliance repair or replacement.

Bathrooms: replace/reinstall or repair towel bars, shower doors, shower heads, cabinet drawer/door repairs.

Furnishings: replace/repair exterior furniture, replace/repair interior furniture, sofa sleeper bed frames, carpet cleaning and repairs from spills and tears (burns are not covered), TV repair or replacement (due to damage only).

General: wall damage, minor repairs and painting, door and lock repair or replacement, repair scratched floors (unless from moving furniture), repair/replace broken blinds, windows, or screens.

ITEMS NOT COVERED:

Intentional, willful, or wanton acts from tenant or guest of tenant, burns or damage due to smoking, pet damage, misuse, or damage due to rearranging furnishing, appliances, or other amenities, Programming audio/visual equipment, electronics, security systems, computer/internet systems, pools/hot tubs (equipment or services), or any damage due to direct impact from car or boat is not eligible for coverage.

4. TRAVEL INSURANCE: If you choose to purchase the travel insurance, you must initial where indicated on the contract. If you add travel insurance after signing your contract, confirmation of its addition must be in writing and will be reflected by the Agent via a payment confirmation once added to the reservation. Tenant should review this statement and immediately notify the Agent if there is an error. This plan is optional, but we strongly recommend it. In case of unforeseen events, this insurance helps protect your vacation investment. A detailed pamphlet describing the coverage is available at your request. If you choose not to purchase this coverage, NO REFUNDS WILL BE GIVEN IN THE EVENT OF

UNFORESEEABLE CANCELLATIONS, INCLUDING HURRICANE MANDATORY EVACUATIONS. (See Cancellation Policy below). Travel insurance cost is 7.95% of total booking cost. Bryant Real Estate retains a percentage of the insurance premium to offset processing expenses. Travel insurance is nonrefundable and cannot be purchased after your final payment is received and once your reservation is paid in full.

**NOTE: TENANT'S DECISION WITH RESPECT TO THE PURCHASE OF TRIP INTERRUPTION INSURANCE WILL AFFECT TENANT'S RIGHTS IN THE EVENT OF A MANDATORY EVACUATION.**

5. IN THE EVENT OF A HURRICANE OR MANDATORY EVACUATION: If the authorities issue a "MANDATORY EVACUATION" (associated with a hurricane or another event) order for your rental location, you MUST vacate your rental unit. Upon compliance, Tenant will be entitled to a refund of the prorated rent for each night that Tenant is unable to occupy the Premises because of the order. However, Tenant will not be entitled to a refund if, prior to taking possession of the Premises: (i) Tenant refused insurance offered by Agent that would have compensated Tenant for losses or damages resulting from loss of use of the Premises due to a mandatory evacuation order, or (ii) Tenant purchased such insurance from Agent. In a "Voluntary Evacuation", there is NO REFUND if you choose to leave. **Travel insurance coverage is your only option for compensation in the event of a Mandatory evacuation and must have been purchased before the storm was named. Purchases must be in writing before your final payment or on the contract. If you decline the insurance, there will be no refund from Agent in a mandatory evacuation.**

6. TENANT DUTIES: Tenant agrees to comply with all obligations imposed by the Vacation Rental Act on Tenant with respect to maintenance of the Premises, including but not limited to: (i) keeping the Premises as clean and safe as the conditions of the Premises permit and causing no unsafe or unsanitary conditions in the common areas and remainder of the Premises that Tenant uses; (ii) not deliberately or negligently destroy, deface, damage, or remove any part of the Premises or knowingly permit any person to do so; and (iii) notifying Agent in writing of the need of replacement of or repairs to a smoke detector, and replacing the batteries as needed during the tenancy. Tenant agrees not to use the Premises for any activity or purpose that violates any criminal law or governmental regulation and may use the Premises for residential purposes only. Tenant's breach of any duty contained in this paragraph shall be considered material and shall result in the termination of Tenant's tenancy.

7. AGENT DUTIES: Owner is required to provide the Premises in a fit and habitable condition. If at the time Tenant is to begin occupancy of the Premises, the Premises are not in a fit and habitable condition and Agent cannot substitute a reasonably comparable property in such condition, Agent shall refund to Tenant all payments made by Tenant, less nonrefundable fees, such as travel insurance premiums.

8. SPECIAL REQUESTS: Many rental units have restrictions against boat trailers, jet skis, recreation vehicles, golf carts, barbeque grills, beach equipment storage, and the number/size of vehicles permitted at the property. Any tickets, fines, towing expenses, or penalties associated with parking infractions or off-site storage of unpermitted vehicles/vessels will be the responsibility of the tenant. Since most reservations are made by phone or online, it is important for you to communicate your needs and intended use of a property to our Agents. If you have any special requirements or a particular quality in mind, we strongly suggest a personal visit to the property prior to booking and confirming your reservation. It is unfortunate, but we will be unable to make other arrangements upon your arrival.

9. OCCUPANCY: Bedding arrangements in the premises are portrayed only to illustrate possible sleeping arrangements and may not be taken into representation of permitted occupancy. Exceeding the

occupancy limit, misrepresentation, or subletting are grounds for eviction. If your tenancy is for 30 days or less, the expedited eviction procedures set forth in Article 4 of the North Carolina Vacation Rental Act will apply. ALL UNITS and cottages are rented for family vacations only. Reservation holder is required to be an adult over the age of 25. For groups of unrelated individuals, defined as groups of individuals that do not reside in the same primary residence, **all guests are required to be over 30**. If a group does not meet the above requirement, it shall be the responsibility of the tenant to seek approval by submitting a written request prior to booking a reservation. Photo identification of all occupants must be provided to Agent in a timely manner. If the request is approved, a substantial Security Deposit and/or rent increase may be required. Bryant Real Estate reserves the right to enter any rental property to inspect for violation of rules. If a "house party" or disturbance develops we may, in our sole judgment, deny occupancy with no obligation to refund in whole or in part.

10. CHECK IN PROCEDURES: Check in time for all properties is 4:00 pm. Flexible arrivals may be prescheduled and paid for in advance, providing guaranteed access either 2 or 6 hours beyond the standard arrival time. This option may not be available in all seasons, for all reservations, or specific homes. If it is discovered that you have entered the unit, parked in the driveway, or are utilizing the premises in advance of your check-in, you may be charged an unauthorized early check in fee up to 1 night's rent as this can delay or prevent our ability to prepare the home for your arrival. On occasion, check in time may be delayed (due to unforeseen circumstances such as cleaning delays or maintenance issues). If you experience a delay in accessing your vacation rental, please notify our office.

11. CLEANING SERVICES AND FIRST IMPRESSIONS: All properties are professionally cleaned after each reservation. Optional maid services may be available and can be scheduled during your stay with advanced notice, payment, and Agent approval. All rentals are provided with a vacuum, mop, and broom. If these items are missing, please call our office and one will be provided for you. All other cleaning supplies are the responsibility of the tenant. Upon your arrival, please notify Agent immediately if you do not find the unit clean or in satisfactory condition so that we can take corrective action. If we have not heard from you within three hours of your check-in, we will assume that you found the accommodations in an acceptable condition.

12. CHECK OUT PROCEDURES: Check out time is by 10:00 am and is strictly enforced. Flexible departures may be prescheduled and paid for in advance, providing guaranteed access either 2 or 6 hours beyond the standard departure time. This option may not be available in all seasons, for all reservations, or specific homes. Unauthorized late departures may result in additional charges up to **1 night's rent** as this can delay our staff and cause incoming guests to be inconvenienced. To be considered checked out, all persons and personal property must be removed from the premises and materials for the property returned to the office. Listed below are your guidelines to follow before you leave the property. Failure to follow the procedures below when leaving the property may result in an excessive cleaning fee or additional charges.

- a. Wash, clean, and put away all dishes.
- b. Remove all items from the refrigerator.
- c. Remove all trash and place in the trash carts provided.
- d. Check all closets and drawers for personal items and remove. Bryant Real Estate is not responsible for personal items left in the unit after tenancy.
- e. Check all windows and doors to ensure that they are locked.
- f. Strip all beds of sheets and pillowcases and pile up linens (towels in one pile and sheets/pillowcases in another). Do not remove mattress pads, pillow shams or comforters.

g. Return all keys, garage door openers, and **Parking passes to the Bryant Real Estate office. (Please note failure to return parking passes will result in a charge ranging from \$150.00 to \$300.00. The cost will depend on the pass or garage door, for example, Town of Wrightsville Beach Passes are \$300.00 per pass and Carolina Beach Condo passes are \$150.00. The cost of lost hard keys ranges from \$25-\$300 per key. Actual cost depends on replacement of the lock, rekeying the lock, or replacement of the key.**

13. WASTE MANAGEMENT: Please ensure that your trash is taken to the street in advance of the trash days for your property. This information can be found in our app, through push notifications, being posted in the unit, and is also available at check-in. Failure to remove trash and place the receptacles at the street can cause a back-up of waste. If we must call for a special trash pickup prior to the next tenant arrival, we will charge your card on file \$100 plus tax for the service call. If you have more waste than can fit in the bins provided, you must notify the office at least 24 hours before departure to avoid risk of charges or dispose of it another way. Contact our office for alternate disposal options or if assistance is needed.

14. MAINTENANCE: All equipment should be in proper working order, but you should promptly report anything inoperative. After-hours repairs will be limited to emergency situations only. Tenant agrees that Agent or vendors assigned by the Agent, may enter the property for the purposes of necessary maintenance, repairs, assessments, or inspection with reasonable notification. All efforts will be made to expedite repairs, but NO REFUNDS WILL BE MADE. Guests may be charged for unwarranted service calls. Please keep a key with you when you leave your unit to prevent accidental lockouts. If we must come to your unit to let you back in, a key delivery fee of \$25 will be charged or the full cost of a locksmith not less than \$100.

15. INTERNET/TV: Internet service is provided in most units and is considered as an amenity. We may advertise speeds in a marketing listing, and this will correlate with the package provided by the telecommunication company, however, like the company that provides the internet, speeds are not guaranteed. Occasionally service is interrupted, or quality is degraded, and many times service restorations are dependent on an outside vendor. All efforts will be made to get the service restored as soon as possible, but there is NO REFUND if your service is unavailable, and it is not considered an after-hours emergency. There is a large range of internet services and they may range from basic broadband to fiber. TV packages also vary from only streaming options to upgraded cable packages.

16. PETS: Most of our properties DO NOT permit pets in or on the premises. Pet sitting and/or pet visitors are not permitted at the property for any reason if the residence does not accept pets. A few rental units will allow one or two mature, housebroken dogs with payment of a \$200 plus tax non-refundable Pet Fee per pet. These properties are designated in the unit's description. NO CATS ALLOWED. You must disclose the pet when making your reservation. If a pet fee was paid and the pet is no longer coming on vacation, Agent must be made aware at least 24 hours before the scheduled arrival date for tenant to be eligible to receive a refund of this fee. Fees will not be refunded on or after the scheduled arrival date. Bryant may perform pet inspections without notifying tenant if unauthorized pet(s) are suspected. If a pet is discovered at a "No Pet" property, or without advance notice at a "Pet Allowed" property, there will be a \$400 plus tax charge per pet. The pet must be removed, and your occupancy may be cancelled with no refund given. Any damage or excess cleaning required due to pet hair, odor, waste removal, etc. will be charged to your rental account and credit card on file. Tenant agrees to provide vet records indicating that pet(s) are routinely treated for fleas upon request and agrees to compensate Bryant Real Estate on behalf of the owner for pest control treatment of the

premises if records cannot be produced or should an unauthorized pet be brought into a “No Pet” property. Bryant will provide a receipt for professional treatment service. **All emotional support animals and service animals must be disclosed at the time of booking to allow Agent to collect records and documentation to support the request in accordance with all state and federal laws.**

17. GRILLS: Some properties provide grills as an added amenity for guests. If a grill is not included with your rental, you may be able to bring one with you or secure a rental through a local vendor. Grills may be brought to a property or rented so long as they are not prohibited by the HOA or individual owner and are used in the designated grilling areas. Grills are not allowed on decks or within 10 feet of a structure. Propane for gas grills will be provided and replacement tanks can be obtained from Bryant Real Estate upon request. Charcoal for charcoal grills is not provided.

18. SMOKING/VAPING IN UNITS: All of Bryant Real Estate properties are non-smoking and non-vaping. Smoking is not allowed anywhere on the property, including exterior structures such as decks, garages, and car ports. If during the inspection it is detected that smoking has occurred in or on the property, you may be charged for excess cleaning, carpet and upholstery cleaning, deodorization, drapery cleaning, waste removal, etc. This cost may range from \$500-\$1500 depending on the size of the unit.

19. FURNISHINGS AND EQUIPMENT: All of the cottages and condominiums are furnished with basic housekeeping accessories, dishes, cookware, flatware and various small appliances. If you find that your rental property is lacking these items, please contact our office to that they may be provided. Re-arrangement of furniture is prohibited; damages to the property and/or labor resulting from rearranged items will be charged to the tenant. Maid service is not provided unless reserved and paid for separately in advance. Most properties provide linens and will be noted on your contract where additional linens and rentals may also be ordered. Since linen orders are made up and delivered in advance, any orders made within 48 hours of your arrival or after will be subject to an additional \$25 Delivery Fee. Bryant Real Estate makes every effort to ensure all property photographs, amenities and information provided are complete and accurate. Bryant Real Estate cannot be held responsible for possible typographical errors; omissions; or changes made by vacation homeowners in furnishings, equipment, or bed arrangements. We reserve the right to correct any errors.

20. PROPERTY SUBSTITUTION: Bryant Real Estate, on behalf of the owner, reserves the right to cancel the Rental Agreement at any time prior to tenant taking occupancy. All payments will be refunded, and neither management firm nor owner will be liable for any damages of any sort incurred by tenant as a result of such cancellation. If tenant desires to be placed in an alternative rental unit, Agent will make a good faith effort to relocate tenant, but tenant agrees to pay difference in cost of rental. If the owner voluntarily transfers the Premises, Tenant has the right to enforce this Agreement against the grantee of the Premises if Tenant's occupancy under this Agreement is to end 180 days or less after the grantee's interest in the Premises is recorded. If Tenant's occupancy is to end more than 180 days after such recordation, Tenant has no right to enforce the terms of this Agreement unless the grantee agrees in writing to honor this Agreement. If the grantee does not honor this Agreement, Tenant is entitled to a refund of all advance rent paid by Tenant (and other fees owed to third parties not already lawfully disbursed). Within 20 days after transfer of the Premises, the grantee or the grantee's Agent is required to: (i) notify Tenant in writing of the transfer of the Premises, the grantee's name and address, and the date the grantee's interest was recorded; and (ii) advise Tenant whether Tenant has the right to occupy the Premises subject to the terms of this Agreement or receive a refund of any payments made by Tenant. However, if the grantee engages Agent to continue managing the Premises after the transfer,

the grantee shall have no obligation under (i) or (ii) above if this Agreement must be honored under the Vacation Rental Act or if the grantee agrees in writing to honor this Agreement.

Upon termination of the owner's interest in the Premises, whether by sale, assignment, death, appointment of a receiver or otherwise, the owner, owner's Agent, or real estate Agent is required to transfer all advance rent paid by Tenant (and other fees owed to third parties not already lawfully disbursed) to the owner's successor-in-interest within 30 days, and notify Tenant by mail of such transfer and of the transferee's name and address. However, if Tenant's occupancy under this Agreement is to end more than 180 days after recordation of the interest of the owner's successor-in-interest in the Premises, and the successor-in-interest has not agreed to honor this Agreement, all advance rent paid by Tenant (and other fees owed to third parties not already lawfully disbursed) must be transferred to Tenant within 30 days.

21. RESERVATION REQUESTS FOR NEXT YEAR: If you want to reserve the same unit for the same week(s) for next year, you MUST make your reservation at least 24 hours before the scheduled departure date(s) of each consecutively booked week(s). Summer weeks book on a weekly basis and multi-week reservations will need to be secured at the end of each calendar week. Afterwards, the property will be available to anyone through our normal channels. When you rebook your stay, you will be required to pay 20% of the rental and sign a rental agreement to confirm the reservation. After rates and owner usage are finalized, you will be emailed the rental agreement and booking Summary for the remaining payments.

22. EXPEDITED EVICTION: If the tenancy created hereunder is for 30 days or less, the expedited eviction procedures set forth in the Vacation Rental Act will apply. Tenant may be evicted under such procedures if Tenant: (i) holds over in possession after Tenant's tenancy has expired; (ii) commits a material breach of any provision of this Agreement (including any addendum hereto) that according to its terms would result in the termination of Tenant's tenancy; (iii) fails to pay rent as required by the agreement; or (4) has obtained possession of the property by fraud or misrepresentation.

23. DISCLOSURE: In accordance with the National Association of Realtors Standards of Practice and Code of Ethics, it should be disclosed that Bryant Real Estate has a contractual relationship with the Landlords. This contractual relationship employs us to act as their Agents and treat all parties (tenants and landlords) honestly, fairly, and in good faith. More information is available in the office of Bryant Real Estate at your request. The price of any services provided by or through Bryant Real Estate may include a profit for the company.

24. INDEMNIFICATION AND HOLD HARMLESS; RIGHT OF ENTRY; ASSIGNMENT: Tenant agrees to indemnify and hold harmless Agent and the owner from and against any liability for personal injury or property damage sustained by any person (including Tenant's guests) as a result of any cause, unless caused by the negligent or willful act of Agent or the owner, or the failure of Agent or the owner to comply with the Vacation Rental Act. Tenant agrees that Agent, the owner, or their respective representatives may enter the Premises during reasonable hours to inspect the Premises, to make such repairs, alterations, or improvements thereto as Agent or owner may deem appropriate, or to show the Premises to prospective purchasers or tenants. Tenant shall not assign this Agreement or sublet the Premises in whole or part without written permission of Agent.

25. GOVERNING LAW; VENUE: The parties agree that this Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, and that in the event of a dispute, any legal action may only be instituted in the county where the Property is located.

26. USE OF ELECTRONIC MEANS; NOTICE: The parties agree that electronic means may be used to sign this Agreement or to make any modifications the parties may agree to, and that any written notice, communication, or documents may be transmitted electronically to any email address, cell phone number or fax number used by the parties to communicate during the course of this Agreement. Any notices required or authorized to be given hereunder or pursuant to applicable law may also be mailed to Tenant's address or hand delivered to the Tenant at the address of the Premises and to the Agent at the Agent's address.

27. PROPERTY ACCESS: Keys and access codes will not be given until your reservation is paid in full and we have a signed Rental Agreement. If there is a delay in signing or payment on the tenant's side that impacts occupancy, it will not impact the rent, taxes, or any other fees owed, but it may prevent access to the property.

28. BEACH NOURISHMENT: Some oceanfront areas may be part of beach nourishment projects. Projects are planned by individual towns and are weather dependent, therefore schedules cannot be set or confirmed in advance. Tenant may be subject to inconvenience during these projects. No refunds will be given.

29. CANCELLATION POLICY: CANCELLATIONS MUST BE CONFIRMED IN WRITING. If you cancel for any reason within 24 hours of booking, you will receive a full refund. Otherwise, Tenant shall not receive a refund unless the premises are re-rented. If the premises are re-rented on the same or greater financial terms set forth herein, Tenant shall receive a refund of payments made by Tenant, less a cancellation fee of 10% of total rental costs or \$250, whichever is higher, and any nonrefundable fees paid towards the reservation including but not limited to, administrative fees, fulfillment fees, travel insurance premiums, and applicable taxes. If the premises are re-rented at a discount or for part of the original stay dates, refund will be based on making the owner whole to the terms of the original contract. If funds remain after making the owner contractually whole, Tenant shall receive any remaining amount of payments made less a cancellation fee of 10% of total rental costs or \$250, whichever is higher, and any nonrefundable fees paid towards the reservation including but not limited to, administrative fees, fulfillment fees, travel insurance premiums, and applicable taxes. Whether or not the premises is re-rented, Tenant, rather than Agent, shall be responsible for seeking reimbursement of any fees paid by Tenant to third parties either directly or through the Agent for goods, services, or benefits for Tenant's intended stay that may have been paid out to such third parties prior to Tenant's cancellation. Any refund pursuant to this paragraph will be issued within 30 days after the original confirmed departure date when accounting is finalized, and a full breakdown of funds will be provided. If there is a discrepancy or conflict between the cancellation policy stated herein and an online travel site or third-party booking agent, the stricter policy will apply. NOTE: Trip interruption insurance may provide coverage for losses incurred by Tenant in the event of a cancellation; however, the insurance itself is nonrefundable upon cancellation.