

Renter's (Guest) Name-

Dates to Be

Rented- From _____ To- _____

Owner Contact- email: Fun@Oceanislerentals.com Phone Marc Weibel
704 467 4077 or Sharon Weibel 704 467 3253

Rental Unit 37 Moore St. OIB

RENTAL CONTRACT-RULES AND REGULATIONS, THIS WILL BE 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 THIS PROPERTY FOR A VACATION RENTAL.

Guest(s) shall be solely responsible for any property damage, accident and/or injury to any person or loss sustained by any person arising out of or in any way related to Guest(s) use of the premises, amenities, facilities or equipment located on premises. Guest agrees to release, indemnify, and hold harmless Owner from and against all liability for injury to the person of the Guest, to any member of his/ her party resulting from any cause whatsoever. This indemnification specifically includes, but is not limited to, use of SWIMMING POOL, KAYAKS, BALCONIES, BIKES, OR ANY OTHER recreational equipment of any kind or nature that is available on the premises. Children must be supervised at all times.

1. **Check in time is after 4:30pm** on the first day according to your reservation. You may go straight to the house when you arrive. You do not need to go by any office. If you anticipate arriving after 8:00 pm, please let the owner know your ETA by text or email.
2. Pillows, bedspreads, and some light blankets are provided. Linens and towels are not included but can be provided for an extra charge. Paper products, cleaning supplies, and toiletries are NOT provided. Toilet paper (1 roll) will be in each bathroom.
3. During your stay, report any problems to us by text or phone call. If you do not receive a reply within the hour you can call or text our local emergency service person. Problems will be attended to promptly. IF YOU FIND PROBLEMS OR DAMAGE UPON ARRIVAL report it immediately otherwise you may be held responsible. All contact phone numbers are posted in the house in the kitchen and in the upper level Master Bedroom.
4. **NO PETS OF ANY KIND AND NO SMOKING (of Tobacco, e-cigarettes, or drugs) ON THE PROPERTY, AT ALL.** If a pet is discovered on the property (even your cute little dog who is potty and kennel trained) OCCUPANCY WILL BR TERMINATED WITH NO REFUNDS. This includes visiting guests. If evidence of smoking is found or odor from smoking is evident your deposit will be used to have the house treated, at renters expense.

5. **NEVER MORE THAN 5 CARS ON THE PREMISES.** AMPLE PARKING IN OUR DRIVEWAY FOR CARS. YOU MAY USE OUR SIDE YARD TO PARK A BOAT TRAILER. NO STREET PARKING.
6. NO HOUSE PARTIES. Should a loud/wild house party occur occupancy will be terminated with no refund. Police will be knocking if neighbors complain. The police also notify owners. OIB is a family beach with strict noise curfews. If you experience a noise problem, you may call the police at 919 579 4221. Not 911. A family gathering where the number of people is not over the house capacity is not a house party.
7. Each renter is responsible for clearing the rental property before leaving. A check list will be posted in the kitchen area. WHEN YOU LEAVE: (1) generally tidy up and make sure everything is in order and where you found it (PLEASE DO NOT REARRANGE FURNITURE WHILE IN THE HOUSE). (2) Clean out refrigerator. (3) Run the dishwasher. (4) Empty trash and take bin to road. (5) Lock windows and doors. (6) Place keys back where they were when you came. It is your responsibility to report any damage prior to leaving. Renter is responsible for any damage incurred during occupancy. We will not be held responsible for any accidents, injuries, or loss of valuables. **THE CLEANING SERVICE IS A SANITARY SERVICE. NO TRASH ON THE FLOORS OR MESSY AREAS OR NASTY COUNTERS. YOU ARE NOT RESPONSIBLE FOR CLEANING SHOWERS OR MAKING MIRRORS SPOTLESS. GAMES, BOOKS, VIDEOS, AND OTHER THINGS WE HAVE FOR YOUR USE AND CONVENIENCE SHOULD BE NEATLY REPLACED. IF THE CLEANING SERVICE HAS TO SPEND A COUPLE EXTRA HOURS TO TIDY THE HOUSE AS WELL AS CLEAN, THERE WILL BE AN EXTRA CHARGE.**
8. Renter's security deposit will be refunded by check within 30 days if the property is left in satisfactory condition. **YOU CAN OPTIONALLY CHOOSE TO HAVE YOUR SECURITY DEPOSIT REFUND SENT TO YOU VIA ZELLE BANK TRANSFER. THIS WILL SPEED THE REFUND PROCESS BY A WEEK OR MORE. IF YOU WANT TO DO THAT FILL IN THE PHONE NUMBER ASSOCIATED WITH YOUR ZELLE ACCOUNT HERE _____ . IF YOU DO NOT COMPLETE THIS BLANK, CHECK WILL BE MAILED.**
9. **Check out time is 10:30am SHARP.** Cleaners will arrive at 10:40AM. No one should be in the house or on the property after 10:30AM.
10. There is no house phone. Our guests use cell phones.
11. CANCELLATION: Any payments made will be refunded upon cancellation less a 15% cancellation fee when/if the property is re-rented at full amount. Security Deposit, if already paid (the \$600) will be refunded in full regardless of whether property is re-rented. If property is re-rented at less than the full amount, then refund will be the reduced by the amount the property was discounted to re-rent, plus the 15% fee. If property is re-rented for more than the amount on this contract, the 15% cancellation fee will be waived.
12. There will be no refunds for inclement weather, accept mandatory evacuations. A prorated refund will be made for evacuations.
13. Any and all interest earned or accrued on deposits and advance payment will be for the owner not the renter. Advance rent payments and all Security Deposits are held in a trust account at SunTrust Bank, Albemarle, NC. Partial early withdrawals of advance rent are permitted by owner, but only in accordance with the NC Vacation Rental Act.
14. If you use any of the recreational/sporting equipment, you will be responsible for any loss or damage. Please treat our belongings with care. Normal wear and tear is expected.
15. Rental charges are based in part on the number in a party. No more than 14 people should ever stay in the house, or the number of guests listed below, whichever is less. Violation will result in occupancy terminated with no refunds.
16. If for any reason we are unable to rent the property to you (for example hurricane damage) we shall refund your money in full.

17. **COMPLETING CONTRACT AND PAYMENT.** We will not send you a rental agreement. You should print this document, sign and date each page as confirmation of your agreement. Mail it with a check for 50% of the total rent excluding taxes and security deposit. Final payment will be the 50% balance of the contract total rent including taxes and including the \$600 refundable security deposit. Please send a self-addressed, stamped envelope with your check. If for any reason the property has already been rented to another party when we receive your check we promptly return your check in the provided envelope. Otherwise it will be used to return your deposit.
18. **BALANCE OF PAYMENT** The balance of rent, security deposit, taxes, and any other payments due after the initial payment, in other words payment in full of the contract total, is due and must be received 30 DAYS before the rental starts. **NO REMENDERS WILL BE SENT.**
19. **INSPECTION OF PROPERTY** The property will be inspected upon your departure. If damage has occurred to the property, please report it at the time it occurred so we can try to repair it before the next renters arrive.
20. **KEYS** Keys are at the rental house. We will email you about how to access them when we receive your final payment. Additional charges will apply for service calls related to accidental lockout of the house.
21. **MAINTINANCE AND REPAIRS** We will do our best to keep everything in good repair. When getting in the house if you find anything that is not in good working order please notify us as soon as possible.
22. There will be no refund/rebate for malfunctions in or breakdown of appliances, air-conditioning, or TV's.
23. Locked cabinets and closets are the owners and not to be entered.
24. **Propane Grill:** Propane Gas for Grill is not included. We keep at least 2 tanks on site. These will need to be periodically refilled by exchanging at a nearby retail outlet, at renter's expense. We do try and keep propane on site, but do not promise there will be an ample supply. If there is only 1 tank operational when you arrive, **and you use the grill at all**, you should refill one of the spares and let us know.
25. **OCCUPANCY** The maximum number of people allowed is 14. City ordinance does not allow additional guests to sleep in vehicles or trailers parked on property or in boats. If your group is different than is listed below, or there are more than 5 vehicles at the property, you may be evicted without refund of rent.

IT IS RECOMMENDED THAT YOU READ ALL OF THE ABOVE INFORMATION. If there is any contradiction between this document and the web site this document takes precedent.

37 MOORE ST., Ocean Isle Beach, N C- PLEASE COMPLETE FULLY BELOW AND INITIAL

NAME OF PERSON RESPONSIBLE- MUST BE SAME PERSON(S) SIGNING CONTRACT	
NUMBER IN PARTY (14 is maximum)	
GROUP TYPE (e.g., Family, Couples, Golf, Adult other)	
ADULTS-# (AGED 25 AND UP)	
YOUNG ADULTS-18-24 #	
TEENS-#	

CHILDREN (12&Under)-#	
POOL HEAT OPTION (Y/N)?	() \$50/DAY MAR 15-NOV 30-\$70/DAY OTHER TIMES
BEDLINENS?Y/N__ TOWELS?Y/N__ Premake Beds?Y/N__	\$10/person for BedLinens only/ \$15/person for BedLinens andTowels, including tax (add another \$6/bed if beds to be pre-made. Gives access to fully stocked linen closet.
BEGINNING DATE OF STAY-	
# of NIGHTS IN STAY-	
CHECK-OUT DATE OF STAY-	
Cleaning fee (Put-"Included", "Additional", or "Self-Clean")	
TOTAL HOUSE RENT INCLUDING \$200 CLEANING FEE, POOL HEAT, AND 12.75% TAX- Show base rent including cleaning, pool heat, tax, and total to right (all 4 numbers- \$\$baserent + Pool Heat\$+\$Tax=\$total rent). Pool Heat is taxable.	Base Rent Including Cleaning Fee \$ _____ + PoolHeat\$ _____ +\$Tax\$ _____ =TotalHouse Rent \$ _____ (A) Linen/Towel Service Addon\$ _____ (B)
Add Security Deposit	\$600 (C)
TOTAL CHARGES (w/Linens/Towels) AND SECURITY DEPOSIT (A+B+C)	

(1) Half "Base Rent Including Cleaning" is due to reserve property, unless reserved in prior year. If reserved in prior year, \$300 due with contract and balance of "Half House Base Rent" due by Jan 5. In all circumstances 100% of all house rent and security deposit is due 30 days prior to the first date of the rental period.

CLEANING FEE IS A PART OF HOUSE RENT. POOL HEAT IS OPTIONAL AND YOU CAN PUT "DECIDE LATER" IF UNSURE. POOL HEAT IS A PART OF THE RENT IF CHOSEN. POOL IS HEATED TO 89 DEGREES IF TURNED ON. MIN DAYS/NIGHTS FOR POOL HEAT IS 3. IF YOU ARE USING A NIGHTLY RATE FROM QUOTE/CHART, THE CLEANING FEE OF \$200 IS TO BE ADDED TO CALCULATE "BASE RENT INCLUDING CLEANING". IF YOU ARE USING A WEEKLY RATE, THE CLEANING FEE OF \$200 IS INCLUDED IN THE QUOTE/CHART.

Please email (or text photo to my cell) signed contract to fun@oceanislerentals.com and mail check to: Marc Weibel, 3496 Milford Ct., Concord, NC 28027. Upon receipt AND our deposit of the payment, your contract is bound. We are glad we are able to rent our home to you and trust that you will treat it with respect. If you have questions

or need clarification please contact us. You can phone us, anytime, as well.

RELEASE & WAIVER OF LIABILITY AND INDEMNITY AGREEMENT for SWIMMING POOL USE

IN CONSIDERATION OF the risk of injury that exists while USING THE SWIMMING POOL (hereinafter the "Activity"); and

IN CONSIDERATION OF my desire to participate in said Activity and being given the right to participate in same;

I HEREBY, for myself, personal representatives, executors, administrators, assigns, guests, children, heirs, and next of kin, (hereinafter collectively, "Releasor," "I" or "me", which terms shall also include Releasor's parents or guardian if Releasor is under 18 years of age), knowingly and voluntarily enter into this WAIVER AND RELEASE OF LIABILITY and hereby waive any and all rights, claims or causes of action of any kind arising out of my participation in the Activity; and

I HEREBY release and forever discharge Marc and Sharon Weibel of 3496 Milford Ct, Concord, NC 28027, (hereinafter "MW and SW") their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns (collectively "Releasees"), from any physical or psychological injury that I may suffer as a result, direct or indirect, of my participation in the Activity.

I HEREBY acknowledge that upon entering the gate to the pool area, I will continuously thereafter, thoroughly inspect such area. My continued presence constitutes an acknowledgment that I have inspected this area and find and accept such areas as being safe and reasonably suited for the purposes of the Activity. I further agree and warrant that if, at any time, I feel or think anything to be unsafe, I and all guests will immediately leave the area and advise MW or SW.

I am voluntarily participating in the Activity and I am participating entirely at my own risk. I am aware of the associated Swimming Pool RISKS which may include but are not limited to drowning, skin/ear/bladder/lung or other infections, chemical burns or irritations, physical/psychological injury, pain, suffering, illness, disfigurement, disability, economic or emotional loss, paralysis or death. I understand that these injuries or outcomes may arise from my own or others' negligence, including that of MW or SW, or from the conditions at the Activity location. Nonetheless, I assume all related risks, both known and unknown to me, of my participation in this activity. Some of the known risks and precautions are noted below and I have read, understand, and agree to these:

- No Diving into pool.
- Children must always be supervised.
- Buddy system always employed.
- DO NOT DRINK ALCOHOL or USE DRUGS before or during pool use.
- No glass on deck above over pool.
- Please KEEP the pool CLEAN and CLEAR: Shower before you get in to get off most particles, oils, cosmetics and hair and skin products. No shoes, street

clothes, pets or glass containers in or around the pool. Do not eat, or drink, or use soap and shampoo while INSIDE the pool. Do not urinate or spit into pool. And please, no "adult activity" in the pool.

- Don't get in pool if you have open sores or wounds, or cuts, or diarrhea.
- Be careful when getting out so you don't slip and fall.

I FURTHER AGREE to INDEMNIFY, DEFEND AND HOLD HARMLESS the releasees against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs.

I FURTHER ACKNOWLEDGE that Releasees are not responsible for errors, omissions, acts or failures to act of any party or entity involving this Activity on behalf of the Releasees. In the event that I should require medical care or treatment, I authorize MW and SW to provide all emergency medical care deemed necessary, including, but not limited to, first aid, CPR, use of an AED, emergency transport, and sharing of medical information with emergency personnel. I further agree to assume all costs involved and agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

I hereby acknowledge that I have carefully read this "waiver and release" and fully understand that it is a release of liability. I expressly agree to release and discharge MW and SW and their Releasees from any and all claims or causes of action and I agree to voluntarily give up or waive any right that I otherwise have to bring a legal action against MW and SW for personal injury or property damage. To the extent that statute or case laws does not prohibit releases for ordinary negligence, this release is also for such negligence on the part of MW and SW and Releasees.

I agree that this Release shall be governed for all purposes by North Carolina law, without regard to any conflict of law principles. This Release supersedes any and all previous oral or written promises or other agreements. This waiver and release of liability shall remain in effect for the duration of my participation in the Activity, during this initial and all subsequent events of participation.

In the event that any damage to equipment or facilities occurs as a result of my or my family's, guests, or agent's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any such actions of neglect or recklessness.

In the event that any provision contained within this Release shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect.

RENTER (Also referred to herein as Lessee and Releasor)

SIGNATURE-

DATE-

PRINT SIGNATURE-

MAILING ADDRESS-

EMAIL-

PHONE-(H and C):

STREET CAR ("GOLF CART") AGREEMENT FOR 37 MOORE ST

List of all drivers' names and **signatures** (LIMIT OF 3 DRIVERS). Each Driver also assumes all responsibilities assigned to the Lessee as set forth below. Include insurance company, policy number, state of driver's license and Driver's license number:

<u>Driver Name (on DLICENSE)</u>	<u>DLICENSE State and #</u>	<u>Insurance Company and Policy</u>
<u>Number</u>	<u>Driver Signature</u>	

All drivers must be 25 years of age or older and staying at 37 Moore St, and have a valid driver's license, with valid, in force, auto insurance. The vehicle is a converted golf cart such that it complies with NC laws for street vehicles. It is tagged and licensed. By signing each person agrees to obey state laws, and not leave the island or drive on the beach with the vehicle. The lessee will assume full responsibility for anyone injured while riding the vehicle or hitting anyone with the vehicle. The owner will be notified of any accidents. The owner or his insurance company takes no responsibility for accidents or injuries. The lessee agrees to indemnify and hold owner harmless against any loss, damage, or liability including attorney's fees arising out of negligent or reckless operation of his family members or guests. The lessee will be responsible for repairs of damage to vehicle. By signing below the lessee agrees to the terms and conditions of this agreement and that they are binding on the lessee, **THAT THE LESSEE IS RESPONSIBLE FOR THE STREET CAR, AND CERTIFIES THAT THERE WILL BE NO OTHER DRIVERS OTHER THAN THOSE WHO HAVE SIGNED ABOVE AND PROVIDED THEIR INSURANCE INFORMATION.**

If for any reason the golf cart is not available due to an unexpected repair, we would not be able to replace it during the stay. We would make our best efforts to get the repair done and get back to you as quickly as possible. In such cases, we would refund \$50/day, beginning the second day you would not be able to use the golf cart, up to \$250 in a 7 days' stay.

Signed Lessee:

Date

KAYAK AGREEMENT 37 MOORE ST

1 Tandem Kayak, 1 Single Kayak and paddles

The kayaks are not for surf, only canals. No one under 90 pounds can use the kayaks unless they are with an adult. Any passenger under the age of 16 must have adult supervision. Life vests are required and shoes are recommended (if you flip there are sharp oyster shells). A proper fitting life jacket is required when on the Kayak, at all times. We have adult life jackets available, but if you plan on allowing a smaller person on a kayak, you are responsible for providing them a proper fitting approved life jacket. NON-SWIMMERS ARE NOT ALLOWED ON KAYAKS. PERSONS NOT STAYING AT 37 MOORE ARE NOT ALLOWED ON KAYAKS.

Kayak is not to be left on water or docks at night. Keep up with paddles. Do not drag kayak up and down dock ramp. Please lift by the straps. Owner is not responsible for any accident or injury. At the end of your stay, please rinse and place in our storage area to the right of our dock ramp as you face the dock, upside down or so seats are not in the sun.

Kayak Lessee is solely and totally responsible for safe use of the kayaks in accordance with the rules set forth above and is solely responsible for making sure all kayak users are aware and follow the Kayak rules set forth herein.

Kayak Lessee Signature

Date