

## VACATION RENTAL CONTRACT

23 CUMBERLAND ST, OCEAN ISLE BEACH, NC

Renter's name (s) \_\_\_\_\_ Address: \_\_\_\_\_

Phone \_\_\_\_\_

Rental Period \_\_\_\_\_

### RENTAL CONTRACT-- RULES AND REGULATIONS

THIS IS A RENTAL AGREEMENT UNDER 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 THE AGREEMENT AND YOUR INTENT TO USE THIS PROPERTY FOR A VACATION RENTAL.

1. CHECK IN TIME is after 4:00 pm on the arrival day, as listed in this agreement. You do not need to go by any office. You may go straight to the house upon arrival. If you anticipate arriving after 8:00 PM, please let me know your ETA by text or email.
2. Pillows, bedspreads, and blankets are provided. All other linens, towels, toiletries, paper products, and cleaning supplies are not provided.
3. During your stay, report any non-emergency problems to us at (704) 634-3825 or mlrealest@gmail.com. Problems will be addressed promptly. IF YOU FIND PROBLEMS OR DAMAGE UPON ARRIVAL report it immediately otherwise you may be held responsible.
4. No pets of any kind are allowed. If a pet is discovered on the premises, your occupancy will be terminated with NO refunds. This includes visiting guests.
5. No smoking on the premises. If smoking is discovered during your stay, or the odor of smoking is in the house (including garage) upon your departure, your deposit will be used to have the house treated at the rents expense.
6. No house parties. Gatherings of family and friends that do not produce an excess of amount of noise or include an excessive number of people are allowable. If there are activities that result in complaints from any neighbors, or result in a visit from the police, your occupancy will be terminated with NO REFUND.
7. The maximum amount of cars on the premises is 5 and there is no street parking allowed.
8. Locked closets in the house, including the garage area, are the private property of the owners, and are not to be used or entered by the renters. If upon arrival you find any damage to the property, including to the locked doors, please notify the owner immediately. Likewise, should you discover any non-working items, i.e., dishwasher, lights, elevator, please notify the owner immediately.
9. Each renter is responsible for tidying the rental property before leaving. Upon departure, (1) Please ensure that all doors and windows are closed and locked. (2) Turn off all appliances (except refrigerator) before your leave. (3) Clean out refrigerator and coffee makers. (4) Check that everything is in order as you found it, including all furniture, supplies, and utensils are in their proper place. (5) Run the dishwasher and put away clean dishes. (6) Empty trash and recycling bin and take to the road. (7) Place any keys to their respective places. (8) Make sure golf cart is plugged in. Standard maid service is included in the rental fee. If extra cleaning is required because of the condition of the house upon your departure, the cost plus a fee will be charged against your deposit.
10. Renter is responsible for any damage incurred during their occupancy of the premises. Applicable charges will be made against your deposit.
11. Please note any non-emergency problems that require owner's attention, such as loose doorknobs, leaky faucets, stuck windows, etc., via email.
12. Checkout Time is 10:00am SHARP No person, vehicles, or personal property is to be on the property later than the checkout time.
13. Use of recreational equipment (kayaks, cornhole boards, etc.) shall be conducted with care. Repair or replacement of any damaged equipment should be made by the renter. Any damaged items discovered not reported by the renter will be repaired or replaced by the owners with all costs charged against your deposit.

14. Rental charge is based, in part, on the number in party. Under no circumstances should there be more than 12 overnight occupants. Violation of this provision may result in termination of occupancy, without refund.
15. RESERVATION FEE: Unlike the local real estate rental companies, we DO NOT charge reservation FEES.
16. COMPLETING CONTRACT AND PAYMENT. We will not send you a rental agreement. You should print this document, and sign and date each page as confirmation of your agreement and return along with your payment (check) as outlined on the fee schedule to: MLE Real Estate, 7908 Seclusive Dr., Indian Trail, NC 28079. We will continue to market the property for rent until receipt of your deposit check. Upon our deposit of your initial check, your contact with us is bound. THERE WILL BE A \$40 CHARGE FOR ANY RETURNED CHECK.
17. BALANCE OF PAYMENT. The balance of rent, security deposit, taxes and any other payments due after the initial payment is due and must be received 30 days before the rental starts. NO REMINDERS WILL BE SENT.
18. Return of Security Deposit. The security deposit will be refunded via check within 30 days if the property is left in satisfactory condition. Please note that 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 Truist Bank. Partial early withdrawals of advance rent are permitted by owner, but only in accordance with the NC Vacation Rental Act.
19. CANCELLATION: Any payments made will be refunded upon cancellation less a 30% cancellation fee when/if the property is re-rented at the full amount. Security deposit, if already paid 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 reduced by the amount the property was discounted to, plus a 20% fee. If property is re-rented for more than the amount of the contract, the 20% cancellation fee will be waived.
20. REFUNDS: There will be no refunds for inclement weather, except mandatory evacuations. A prorated refund will be made for evacuations. There will be no discounts or refunds given due to the malfunction or breakdown of appliance, HVAC, televisions, or any other fixtures or equipment.
21. A full refund of all paid moneys shall be made if the property becomes unavailable for rent due to damage beyond the control of the owner, i.e., fire, flood, hurricane, that necessitates major repairs or makes occupancy unsafe in any way. This includes a pro rata share should a mandatory evacuation of the island occur during your stay.
22. INSPECTION OF PROPERTY. The property will be inspected after your departure. If damage occurs during your stay, please report the problem immediately. We will strive to handle the problem while you are there and alleviate any questions of both parties. If there are issues related to normal wear and tear, the owner shall bear the cost of repairing/replacing. If the damage was a result of lack of care by the renters, the cost shall be deducted from the security deposit.
23. Owner is not responsible for accidents, injury, or loss of valuables during your stay
24. WE ASSUME NO RESPONSIBILITY FOR ANY ITEMS LOST OR LEFT AT THE PROPERTY.  
However, we will make every effort to locate any items you may have lost, and will return them to you, cost of mailing/shipping to be borne by the renter.
25. ACCESS and SECURITY CAMERAS. Doors are equipped with a keyless entry pad. The entry code will be emailed to you on the day of your arrival. Our home is equipped with 3 security cameras. The only one that will remain operational during your stay is the one on front of the house (pointed away from the house) that covers the area outside front entrance and the driveway. The remaining two will not be activated during your stay.
26. FIREWORKS ARE NOT LEGAL AT OCEAN ISLE BEACH.
27. NO VEHICLES SHALL BE USED AS SLEEPING UNITS. No Campers, RV's, etc., may be used for sleeping, cooking, or any other purpose other than transportation.

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

NAME OF PERSON RESPONSIBLE-MUST BE SAME PERSON SIGNING CONTRACT																
NUMBER IN PARTY (MAXIMUM OF 12)																
GROUP TYPE (family/couples/golf/adult other)																
ADULTS - # (AGED 25 AND UP)																
YOUNG ADULTS # (18-24)																
TEENS #																
CHILDREN # (12 & under)																
BEGINNING DATE OF STAY																
CHECK OUT DATE OF STAY																
RENTAL FEES Cleaning Fee of \$300 is included in all weekly rentals, nightly rentals add the cleaning fee.	<table> <tr> <td>Base Rent</td> <td>\$ _____</td> <td>(A)</td> </tr> <tr> <td>Add: Cleaning Fee</td> <td>\$ _____</td> <td></td> </tr> <tr> <td>Subtotal (before tax)</td> <td>\$ _____</td> <td>(B)</td> </tr> <tr> <td>Taxes (12.75% of Subtotal)</td> <td>\$ _____</td> <td></td> </tr> <tr> <td>(Subtotal + Taxes)</td> <td>\$ _____</td> <td>(C)</td> </tr> </table>	Base Rent	\$ _____	(A)	Add: Cleaning Fee	\$ _____		Subtotal (before tax)	\$ _____	(B)	Taxes (12.75% of Subtotal)	\$ _____		(Subtotal + Taxes)	\$ _____	(C)
Base Rent	\$ _____	(A)														
Add: Cleaning Fee	\$ _____															
Subtotal (before tax)	\$ _____	(B)														
Taxes (12.75% of Subtotal)	\$ _____															
(Subtotal + Taxes)	\$ _____	(C)														
Add: Security Deposit	\$600 (D)															
TOTAL CHARGES AND SECURITY DEPOSIT (A+B+C+D)																

Half of “Base Rent Including Cleaning” is due to reserve property, unless reserved in prior year. If reserved in prior year, \$600 due with contract and balance of “Half House Base Rent” due by January 5<sup>th</sup>. In all circumstances, 100% of all house rent and security deposit is due 30 days prior to the first date of the rental period.

**CHECKS SHOULD BE MADE TO: MLE REAL ESTATE, LLC  
7908 SECLUSIVE DRIVE  
INDIAN TRAIL, NC 28079**

“Half Base Rent” is due to reserve property, unless reserved in prior year. If reserved in prior year, \$600 is 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.

*\* Weekly rentals include cleaning fee.of \$300. If rented per night\$300 cleaning fee is to be added to base rent per the rate chart.*

*Renter certifies that with his/her signature that all members of their party are reported accurately as to age and family membership. Violation of the provisions the stated limits on number of and composition of the members of the party may result in the immediate termination of the rental agreement, immediate removal from the premises, and forfeiture of any money paid.*

**Please email signed contract to [mlerealest@gmail.com](mailto:mlerealest@gmail.com) and mail check to: MLE Real Estate, 7908 Seclusive Drive, Indian Trail, NC 28079. Upon receipt AND your deposit payment, your contract is bound. I am happy I am able to rent my home to you and trust that you will treat it with respect.**

*If you have any questions or need clarifications or anything about your rental, contact me. You can always phone me as well at 704-634-3825.*

**RENTER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_**

***Print and keep a copy for your records.***

**KAYAK ADDENDUM**

2 kayaks are located in the back yard and use thereof is included in the rental agreement. Both kayaks are single seaters, and are not for the surf, they are suitable for canal use only. With your reply, you agree to abide by these rules. **No one under 90 pounds can use the kayak unless they are with an adult. If any passenger is under 21, there must be adult supervision.**

All passengers must be wearing a properly fastened life vest. There are several life vests located in the garage area for your use. **NON-SWIMMERS ARE NOT ALLOWED ON KAYAKS. PERSONS NOT STAYING AT 23 CUMBERLAND ARE NOT ALLOWED ON KAYAKS.** Owner is not responsible for any accident or injury.

**WE HIGHLY RECOMMEND WEARING SHOES. IF YOU SHOULD ACCIDENTALLY FLIP ONE OF THE KAYAKS AND NEED TO EXIT BY WALKING ON THE SIDE OF THE CANAL WATERWAYS, THERE ARE MANY OYSTER SHELLS IN SOME AREAS, WHICH WILL INJURE BARE FEET.**

The kayak is not to be left in the water overnight or during inclement weather. The kayak should be lifted by the straps on each end. At the end of your stay, please rinse and place in our storage rack located underneath the stair. Kayaks are to be stored upside down.

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 ACKNOWLEDGMENT**

Signature \_\_\_\_\_ Date \_\_\_\_\_

**STREET GOLF CART (LSV) RENTAL AGREEMENT  
23 Cumberland Street**

Owner	Amy McKelvey	Lessee:	
Address:	7908 Seclusive Dr Indian Trail, NC 28027	Address:	
		Phone	
		Rental Start Date	
		Rental End Date	

List of all authorized 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 drivers license number.

Name	Signature	DL State & #	Auto Ins Carrier	Policy #

**TERMS AND CONDITIONS:**

All drivers must be 25 years of age or older and staying at 23 Cumberland St, and have a valid driver's license, with valid, in force, auto insurance. This vehicle is a converted golf cart such that it complies with NC laws for Street Vehicles. The golf cart is referred to as a LOW SPEED VEHICLE (LSV), since it is tagged and licensed to operate on public roads in the state of North Carolina. It will go approximately 20 MPH and is equipped with blinkers, horn, headlights, taillights, and 4 seat belts. Capacity on cart at any time is 4.

Operation of the LSV is restricted to **LICENSED** adults 25 years of age and older AND who are specifically listed and have signed above. By their signature above, each person certifies they comply with the provisions of this paragraph and this entire agreement.

**Persons using LSV agree to keep the cart on the Island and obey all N.C. traffic rules and regulations. LSV's are NOT allowed on the beach.**

**PLEASE NOTE: While it is currently legal to drive a LSV over the Intracoastal Waterway bridge, due to the increased risk and liability of crossing the bridge, THIS VEHICLE IS NOT ALLOWED TO DO SO PER THIS LEASE AGREEMENT.**

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 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 day stay.

By signature below Lessee agrees to the terms and conditions of this Agreement and that they are binding on Lessee.

Signed Lessee: \_\_\_\_\_ Date: \_\_\_\_\_

**RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT FOR HOT TUB USE**

RELEASE & WAIVER OF LIABILITY AND INDEMNITY AGREEMENT for HOT TUB USE. IN CONSIDERATION OF the risk of injury that exists while SOAKING IN the HOT TUB (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 Mark and Amy McKelvey of 7908 Seclusive Dr., Indian Trail, NC 28079, (hereinafter "MM and AM") 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 hot tub 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 MM or AM. I am voluntarily participating in the Activity and I am participating entirely at my own risk. I am aware of the associated HOT TUB RISKS which may include but are not limited to drowning, heat exhaustion, heat stroke, 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 MM or AM, 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 and understand these:

- Pregnant women, and those with heart disease ARE NOT ALLOWED IN THIS HOT TUB. \_\_\_\_\_
- WE DO NOT ADVISE YOUNG CHILDREN TO USE THE HOT TUB. In the event that you allow a minor to use the HOT TUB, they must BE SUPERVISED AT ALL TIMES.  
If you are taking medication of any kind, or being treated for diabetes, low or high blood pressure, strokes, epilepsy, weakened immune system or other conditions, or are a frail elderly person, consult your physician prior to use of the hot tub. \_\_\_\_\_
- It is advised to limit your soak in the hot tub to no more than 15 minutes at a time. If you overheat and faint, you can drown. \_\_\_\_\_
- Shower when you get out to rinse off the hot tub chemicals. \_\_\_\_\_
- Keep your head, arms and upper chest out of the water to avoid overheating. Get out if you feel dizzy, overheated, nauseous, or unwell. \_\_\_\_\_
- Stay hydrated before getting into the hot tub. \_\_\_\_\_
- If the water looks murky or slimy, don't get in. Alert us. \_\_\_\_\_
- Check the temperature. Do not get in if over 104°. \_\_\_\_\_
- DO NOT DRINK ALCOHOL or USE DRUGS before or during hot tub use. \_\_\_\_\_
- Please KEEP the hot tub 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 hot tub. Do not eat, or drink, or use soap and shampoo while INSIDE the hot tub. Do not urinate or spit into tub. And please, no "adult activity" while inside the hot tub. \_\_\_\_\_
- Don't get in tub if you have open sores or wounds, or cuts, or diarrhea. \_\_\_\_\_
- Close the lid when you are finished. \_\_\_\_\_
- Do Not sit, lay or stand on the hot tub cover – it will collapse into the hot tub. \_\_\_\_\_
- 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 MM and AM 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 MM and AM 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 MM and AM 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 MM and AM 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.

AGREEMENT and ACCEPTANCE

RENTER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

PRINTED SIGNATURE \_\_\_\_\_