

2019 #10 Leland Contract

RENTER'S NAME (Person/s responsible for contract)

-
Dates to Be Rented-

From _____ To- _____

Rental Unit /10 Leland. OIB, NC

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 TENACY AND EXPEDITED EVICTION OF TENANTS.YOUR SIGNITURE ON THIS AGREEMENT, OR PAYMENT OF MONEY, OR TAKING POSSESION 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.

1. **Check in time is after 2:00 pm** 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 of \$75.** 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 on the side of the refrigerator. **Our phone numbers are: Mr. Dail/Cell 336-214-6188, Mrs. Dail/ Cell 336-266-1125**
4. **NO PETS OF ANY KIND AND NO SMOKING IN THE HOUSE 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. Smoking is permitted outside and ALL butts and ashes must be thrown away in the outside trash can fully extinguished!
5. **NEVER MORE THAN 4 CARS ON THE PREMISES.** AMPLE PARKING IN OUR DRIVEWAY FOR CARS. YOU MAY USE OUR RIGHT SIDE YARD TO PARK A BOAT TRAILER. NO STREET PARKING.

6. NO HOUSE PARTIES. Should a loud/wild house party occur occupancy would 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 checklist 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 trash bin to road. (5) Lock windows and doors. (6) Turn off water spigot on the side of the fish cleaning station for the hose. (Return outdoor furniture CUSHIONS and stack in bunk bed bedroom.

8. 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, DVDs, 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 of \$500 will be refunded by check within 30 days if the property is left in satisfactory condition.

9. **Check out time is at 10:30am promptly.** Cleaners will arrive at 10:40AM. No one should be in the house or on the property after 10:30AM.

10. A \$35 fee will be charged for nonsufficient funds checks.

11. There is no house phone. Our guests use cell phones.

12. Rental deposit (\$500.00) will be refunded upon cancellation less 15% **when/if** the property is re-rented.

13. There will be no refunds for inclement weather, accept mandatory evacuations. A prorated refund will be made for evacuations.

14. Any and all interest earned or accrued on deposits and advance payment will be for the owner not the renter.

15. No more than 8 people should ever stay in the house. 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. Four/4 **beach chairs** will be provided in the outdoor Shower stall. They should be rinsed and replaced upon leaving the property. If a chair breaks, you will need to replace with a similar like chair.

18. UNLIKE LOCAL REALTORS we do not charge reservation fees.

19. **Confirmation OF DEPOSIT will be by email. We will not send you a rental agreement as this contract serves as the agreement. You should print this agreement, sign and date each page as your confirmation. Mail the deposit of \$500.00 (made out to: Joey Dail) with a check for 50% of the total rent and tax. See #8 for conditions of the return to you for the \$500.00. Final payment will be the remaining 50% balance paid/mailed 30 days prior to vacation rental date** **Please send a self- addressed, stamped envelope with your check.** We will return your deposit in the provided envelope.

MAIL CHECKS AND CONTRACT TO:

LJ & RC, LLC

C/O Joey Dail

220 Cypress Point

Mebane, NC 27302

20. BALANCE OF PAYMENT The balance of rent, security deposit, taxes, and any other payments that might be due must be received 30 DAYS before the rental starts. NO REMINDERS WILL BE SENT.

21. 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.

22. **You will not need door keys to enter the house.** There is a combination to the main door. We will give you the combination when final payment is made and your vacation is due. You should email Joey Dail at joeydail9757@gmail.com for the entry code after you have mailed your balance vacation rental fee.

23 If **you lock yourself out, and forget the combination**, please call or text us and we will get you back in as soon as possible. A \$10 fee will be charged to get you in the house so write down your combination number and keep it with you.

24. 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.

25. There will be no refund/rebate for malfunctions in or breakdown of appliances, air-conditioning, or TV's.

26. Locked closets are the owners and are not to be entered.

27. Charcoal Grill: Charcoal for Grill is included. The grill is located in the back undercover of the house. Ashes should be emptied into the trash can after the coals are completely extinguished or burned out.

28. OCCUPANCY The maximum number of people allowed is 8. City ordinance does not allow additional guests to sleep in vehicles or trailers parked on property or in boats.

29. Please list number of persons in group who are NOT family and NOT under 25 years of age _____

_____ Except as just listed, renter certifies by signing this contract that all members of the group are either part of a family group or group of responsible adults over age 25.

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.

#10 LELAND 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	
GROUP TYPE (e.g., Family, Couples, Golf, other)	
ADULTS-# (AGED 25 AND UP)	
YOUNG ADULTS-18-24 #	
TEENS-#	
CHILDREN (12&Under)-#	
	(
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 \$130 CLEANING FEE, AND 12.75% TAX- Show base rent including cleaning, , tax, and total to right (all 3 numbers- \$\$base rent + \$+\$ tax=\$ total rent).	Base Rent Including Cleaning Fee \$ _____ +Tax \$ _____ =Total House Rent \$ _____ (A) Linen/Towel Service Additional (\$75.00) \$ _____ (B)
Add Security Deposit	\$500 (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. IF YOU ARE USING A NIGHTLY RATE FROM QUOTE/CHART, THE CLEANING FEE OF \$130 IS TO BE ADDED TO CALCULATE "BASE RENT INCLUDING CLEANING". IF YOU ARE USING A WEEKLY RATE, THE CLEANING FEE OF \$130 IS INCLUDED IN THE QUOTE/CHART.

MAIL CHECKS AND CONTRACT TO:

**LJ & RC, LLC
C/O Joey Dail**

**220 Cypress Point
Mebane, NC 27302**

Upon receipt of your deposit for \$500.00 (by email) of the payment, your contract is binding. 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 text us at 336-214-6188 or [email joeydail9757@gmail.com](mailto:joeydail9757@gmail.com). You can phone us, anytime (336-214-6188), as well.

RENTER

SIGNATURE-

DATE-

PRINT SIGNATURE-

MAILING ADDRESS-

EMAIL-

PHONE-(H and C):