

# VACATION RENTAL CONTRACT

23 CUMBERLAND ST, OCEAN ISLE BEACH, NC

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

Renter's address \_\_\_\_\_

Cell phone \_\_\_\_\_ Home phone \_\_\_\_\_

Renter's email address \_\_\_\_\_

Arrival day/date \_\_\_\_\_

Departure day/date \_\_\_\_\_

Number in party – 25 years and older \_\_\_\_\_

Number in party –Under 25 years of age (family)\_\_\_\_\_

Number in party –Under 25 years of age (non-family)\_\_\_\_\_

## 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 report in at any office or other location. You may go straight to the house upon arrival.
2. Pillows, bedspreads, and blankets are provided. All other linens, towels, and toiletries are the responsibility of the tenant.
3. During your stay, report any non-emergency problems to us at (704) 634-3825 or mlerealest@gmail.com. Problems will be addressed promptly. **IF YOU FIND PROBLEMS OR DAMAGE UPON ARRIVAL** report it immediate 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. Locked closets in the house, including the garage area, are the private property of the owners, and are not 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.
8. Each renter is responsible for tidying the rental property before leaving. A checklist will be posted in the kitchen area for reference. 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 and wipe out refrigerator. (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.
9. Renter is responsible for any damage incurred during their occupancy of the premises. Applicable charges will be made against your deposit.
10. Please note any non-emergency problems that require owner's attention, such as loose doorknobs, leaky faucets, stuck windows, etc., via email.
11. **Checkout Time is 10:00am.** No person, vehicles, or personal property is to be on the property later than the checkout time.
12. 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.
13. **NUMBER OF GUESTS IN RENTAL PARTY IS LIMITED TO 12 PERSONS.** No more than 50% of the guests in your party may be under the age of 25 without prior **WRITTEN APPROVAL** from the owners. Considerations will be made if all members of the party are family members. (Defined as parents, children, grandchildren, in-laws.) **Misrepresentation of the number and/or members of the party** will result in the immediate termination of the rental agreement, eviction from the property, and loss of the rental fee.
14. Owner is not responsible for accidents, injury, or loss of valuables during your stay.

15. **RENTAL DEPOSITS ARE REQUIRED FOR THIS AGREEMENT TO BECOME BINDING.** Reservations will be honored upon the receipt of this completed/signed form, and the applicable deposit amount has cleared the bank. **A \$35.00 FEE WILL BE CHARGED FOR RETURNED CHECKS.** Include a SASE with your contract and check. We will use this to return your deposits (or portion thereof, if applicable) should the need arise. We will likewise use the SASE to return your security deposit within 30 days of your departure.

16. Print and sign this agreement, then mail or **email (mlerealest@gmail.com)** the original (you will want to keep a signed copy) along with your deposit to: MLE Real Estate  
7908 Seclusive Drive  
Indian Trail, NC 28079

17. If renter cancels a reservation, rental deposits and payments will be refunded, less a 20% fee, **ONLY IF THE PROPERTY IS RE-RENTED.** We recommend that you purchase vacation protection insurance.

18. **FULL PAYMENT OF THE RENTAL AMOUNT MUST BE RECEIVED BY THE OWNERS PRIOR TO 30 DAYS OF THE BEGINNING OF THE RENTAL PERIOD.** If full payment is not received, the reservation will be canceled and no refund of deposit shall be made.

19. 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.

20. **INSPECTION OF PROPERTY.** The property will be inspected after your departure. If damages occur 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.

21. There will be no discounts or refunds given due to the malfunction or breakdown of appliance, HVAC, televisions, or any other fixtures or equipment.

22. **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.

23. **FIREWORKS ARE NOT LEGAL AT OCEAN ISLE BEACH.**

24. **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.

***READ ALL OF THE INFORMATION PROVIDED HEREIN REGARDING THE RENTAL OF 23 CUMBERLAND STREET AND ALL INCLUDED RULES SO THAT MISUNDERSTANDINGS OR INCONVENIENCES MIGHT BE PREVENTED. IF THERE ARE ANY CONTRADICTIONS BETWEEN THIS DOCUMENT AND OTHER INFORMATION ON THE RENTAL WEBSITE, THIS DOCUMENT SHALL TAKE PRECEDENCE. RULES AND REGULATIONS ARE***

**SUBJECT TO CHANGE ON OCCASION, BUT THE RULES APPLYING TO YOUR RENTAL SHALL BE THOSE AS WRITTEN AND IN FORCE AT THE TIME AND DATE OF YOUR EXECUTION OF THIS AGREEMENT.**

**HOUSE BASE RENT \*** \_\_\_\_\_

**LOCAL AND STATE TAX: 12.75%** \_\_\_\_\_

**TOTAL DUE** \_\_\_\_\_

**RESERVATION DEPOSIT 50% BASE** \_\_\_\_\_

**SECURITY DEPOSIT**                     \$600                    

**TOTAL DEPOSIT DUE AT EXECUTION** \_\_\_\_\_

**BALANCE DUE 30 DAYS PRIOR TO ARRIVAL** \_\_\_\_\_

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

*\* INCLUDES MAID SERVICE COST OF \$290*

***THE CONTRACT IS BOUND UPON OUR RECEIPT AND DEPOSIT OF THE RENTERS' FIRST PAYMENT.***

*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 carefully review all rules and regulations herein, print, sign and return along with the deposit due.*

*If you have any questions or need clarifications of anything about your rental, please email us at: [MLErealest@gmail.com](mailto:MLErealest@gmail.com)*

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

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

# KAYAK ADDENDUM

2 kayaks are located in the garage 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. (also life vests are required see note below)

All passengers must be wearing a properly fastened life vest. There is one adult life vest and a youth vest provided. The kayak is not to be left in the water overnight or during inclement weather.

**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 should be lifted by the straps on each end, and should be stored upside down. All renters are required to acknowledge their agreement to our rules for kayak use.

## KAYAK ACKNOWLEDGMENT

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

# **STREET GOLF CART (LSV) RENTAL AGREEMENT**

## **23 Cumberland Street**

Owner: Amy McKelvey

Lessee:

Address: 7908 Seclusive Drive  
Indian Trail, NC 28079

Address:

Phone:

Rental Start Date:

Rental End Date:

All Authorized Drivers (total # of authorized drivers)

Name	Signature	DL State and #	Auto Insurance Carrier	Policy#
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### **TERMS AND CONDITIONS:**

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 21 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 car 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 be responsible for repairing damage they cause to the LSV while in the Lessee's possession. The rental period ends 12 hours prior to the end of the house rental agreement. Please leave golf cart charging for next renter's



use. The golf cart will be inspected upon your departure. Any damage should be reported prior to departure. The charge for a Lost Key is \$20 per key. If for any reason the Lessee has the LSV and is unable to get it back to the house, Lessee should NOT attempt to tow or pull on their own, but contact Owner. Be sure to charge after each use to prevent stranding.

The Lessee will assume full responsibility for anyone who is injured while riding in the LSV. The Lessee will notify owner as soon as possible if there is accident or injury. Owner assumes no responsibility for accidents that occur due to negligence or fault of the driver.

Lessee agrees to indemnify and hold owner harmless against any loss, damage, or liability (including attorney's fees) arising out of the negligent or reckless operation of his (her) family members, or guests.

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

**LESSEE:**

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