

CONTRACT FOR [365 W First St, Ocean Isle Beach, NC](#)

Renter's Name _____

Period _____

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.

1. Check-in Time is after 4:00 PM,(however you may arrive as early as 11:00 AM if you want to utilize the pool or beach while the house is being cleaned). You may go straight to the house when you arrive. You will receive the access and house information a few days before your arrival. If you anticipate arriving after 8:00 PM, please let us know your ETA by email or phone.
2. Pillows, bedspreads and some blankets are provided. We recommend that you bring extras. Linens, towels, paper products, cleaning supplies, and toiletries are not provided. Linens, supplies and amenities are available for rental through Ocean Isle Beach Beddings, Linens & Towels. Call, text or email Tony Purdy at 980-866-1026 or oibbltrentals@gmail.com. He will deliver and pick up from your home. For an additional fee, they will make up the beds prior to your arrival. Please call or email ahead to reserve your linens.
3. During your stay, report any non-emergency problems to our local contact Tony at mobile phone text or call (please identify yourself) at 980-866-1026. Problems will be attended to promptly. If you cannot reach Tony, then contact the owner, Paul Robichaud at 704-244-9821.
4. No pets of any kind are allowed in the rental property. If a pet is discovered on the premises, occupancy will be terminated with no refund.
5. Absolutely NO SMOKING in the house or on the property, including the boat dock. Smoking on the premises may result in immediate termination of occupancy without a refund. If you are a smoker, please do not rent our home.
6. **Absolutely NO HOUSE PARTIES without prior approval.** Should a house party occur in the rental unit, occupancy will be terminated with no refund.
7. **Each Renter is responsible for tidying the rental property before leaving. WHEN YOU LEAVE:** 1. Generally tidy up the place and make sure everything is in order as you found it, when you arrived. 2. Rinse all baths and kitchen sink. 3. Clean all food out of the refrigerator (except condiments), and wash and **put away dishes, don't forget the dishwasher!** 4. Empty trash cans and move the outdoor trash container to the street. 5.

- Lock all windows and doors. 6. Return all keys to the storage place. It is your responsibility to leave the home very tidy, with the only exception being those services that are to be handled by the hired cleaning service, if applicable, and it is your responsibility to report any damage to us prior to your departure.
8. Renter is responsible for any damage incurred during his occupancy of the premises. We will not be held responsible for accidents, injury, or loss of valuables.
 9. Renter's **Security Deposit** will be refunded, if the unit is left in satisfactory condition. Refunds will be mailed within 30 days of the Renter's last day at the unit.
 10. Close and lock all doors and windows, and make sure all appliances are turned off, except the refrigerator, before departing. During air conditioning times, please turn the unit to 80 degrees upon departure. During cold months, please set heat to the lowest setting upon departure. In early spring and late fall, please turn the thermostat off when leaving.
 11. Check-out time is 10:00 A.M., SHARP. No one is to be in the unit or on the unit property after check-out time.
 12. Reservations may be made anytime and will be honored, provided payment is received as agreed and is deposited.
 13. **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 the refund will be 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.
 14. There will be no refund for inclement weather. In the event of mandatory evacuation, the pro-rata share of the rental charge will be refunded.
 15. Any and all interest earned on deposits and advance rents paid will accrue to our benefit, and not the Renter.
 16. If you use any of the recreational/sporting equipment, you agree to use it with care, and repair or replace anything which you damage, destroy, or lose. For example, bicycles are locked in the basement, but if you use them and one is lost, we ask that you go to Walmart and replace it with one of a similar kind. Lessee assumes all liabilities for injuries incurred while using such equipment. _____ Initial to acknowledge and agree.
 17. Rental Charge is based, in part, on the number in the party. Under no circumstances should there be more than 18 overnight occupants. Violation of this provision may result in termination of occupancy, without refund.
 18. If for any reason we are unable to deliver the property to you for the rental period contracted (for example, the home is damaged by a hurricane), we shall refund your money in full, calculated from the time your money was first deposited by us, until the date the refund check was mailed.
 19. **RESERVATION FEE: Unlike the local real estate rental companies, we DO NOT charge reservation FEES.**
 20. **CONFIRMATION DEPOSIT:** Please sign this digitally if possible. We will not send you a rental agreement. **You should print this document, (and sign and date each page as**

confirmation of your agreement if you are unable to digitally sign it). Then you should mail it to P. Robichaud, 46417 Sapona Ln, Norwood, NC 28128 or scan and email it to oibncrentals@gmail.com. You will need to mail us a deposit per instructions on the fee schedule sent. This payment may be paid by personal check, Venmo (@PaulRobiLake) or Zelle (704-244-9821). THERE WILL BE A FORTY DOLLAR CHARGE FOR ANY RETURNED CHECK. We will continue to market the property for rent until receipt of your deposit check. Upon our deposit of your initial check or online payment, your contract with us is bound.

21. BALANCE OF PAYMENT: The balance on the rent, all taxes and security deposit is due 30 days before arrival date. *Please make reminders for yourself from the fee schedule dates.*
22. Please be aware that the locked closets are property of the owner and are not to be entered under any conditions. If upon arrival you discover any damage to the property PLEASE NOTIFY US IMMEDIATELY AT 980-866-1026 or 704-244-9821.
23. INSPECTION OF PROPERTIES: The property shall be inspected after your departure. If damage does occur in the unit, please do not feel embarrassed, but report the damage to us immediately. We can handle the repair while you are here and alleviate any questions of both parties. If it is discovered that the owner's closet has been broken into after your departure, you will be charged the full replacement cost for all items that are missing plus any expenses that are incurred to replace the missing items.
24. KEYS: Keys are located at the rental house. We will email you where to find the keys a few days prior to your arrival.
25. LOCK OUTS: If you lock yourself out of your unit, please call 980-866-1026 or 704-244-9821 (mobile) and leave a message. Our local emergency contact is Tony at 980-866-1026. Your call will be returned promptly and arrangements made to have a key brought to you. There will be a \$50.00 cash fee for opening the unit or providing a replacement key. If you had returned the access key to its place (at the beginning of your stay), a lockout could not occur.
26. MAINTENANCE AND REPAIRS: We will do our best to keep all equipment in good repair. When you check in or during your stay, if you discover **anything** not in working order, please notify us **immediately**, by text or telephone call our local contact Tony at mobile phone text or call (please identify yourself) at 980-866-1026. If you cannot reach Tony, then contact me (Paul, owner) at 704-244-9821. **We will correct it as soon as possible.**
27. There will be NO REBATES given due to the malfunctioning or breakdown of appliances, air conditioning, televisions, telephones, computer, fax machine, printer, or any other property equipment or services.
28. OCCUPANCY: **The maximum number of number people allowed is 18, or the # agreed upon below, whichever is less. The city ordinance does not allow additional guests to sleep in vehicles parked on the property or on board boats. We rent to FAMILIES AND RESPONSIBLE ADULTS GROUPS (If the group is a non-family adult group, all occupants must be over 25 years of age). Misrepresentation of the party will result in immediate termination of the rental agreement, expulsion, and the loss of rental fee. In addition, there is a \$200 per person per night charge for each overnight guest greater than the number represented by the renter below. We reserve**

the right to refuse occupancy, if we feel the occupancy could be detrimental to the property.

29. PETS: ABSOLUTELY NO PETS ALLOWED INSIDE OR OUTSIDE OF THE RENTAL PROPERTY. IF A PET IS FOUND YOU WILL BE CHARGED A NON-REFUNDABLE FEE OF \$200.00. YOUR SECURITY DEPOSIT WILL BE FORFEITED, YOU WILL BE ASKED TO REMOVE THE PET IMMEDIATELY OR VACATE THE PREMISES WITH NO REFUND.
30. EVEN THOUGH WE DO NOT ASSUME RESPONSIBILITY FOR ANY ITEMS LEFT IN PROPERTY, we will make every effort to locate lost items. Upon request, we will mail items found to you. These items will be shipped COD plus a \$10.00 handling fee
31. MAIL: We do not have a mailbox, so the US Postal service does not deliver to the house. If you must have mail sent to you while on vacation, it must be sent via a commercial courier (like FedEx or UPS) and be addressed to the person who has his or her name on the contract, c/o Paul Robichaud, 365 W 1st St., Ocean Isle Beach, North Carolina 28469. If this information is not included, we will not be able to get the mail to you. A post office is located in South Brunswick, NC for your convenience.
32. GARBAGE PICK-UP: Garbage pick-up varies depending on the time of year, but is Tuesdays and Saturdays during the summer. Pickups days are posted in the house, on local channel 8 and oibgov.com. The containers must be placed on the street by 7 a.m.
33. FIREWORKS: Fireworks are not legal in North Carolina. A \$500.00 fine will be enforced.
34. VEHICLES: No mobile sleeping units, such as campers, may be used at homes for sleeping, cooking or any purpose other than transportation.
35. THIS IS A NON-SMOKING UNIT
36. POOL HEAT Available for an additional fee (see fee schedule for rates). The pool heat temperature is set to 87 degrees. If you would like the temperature to be warmer, there will be an additional charge of \$20/day on top of the daily rate.
37. PLEASE NOTE THAT WE ADVISE YOU TO READ ALL OF THE INFORMATION PROVIDED HEREIN OUR RULES SO THAT MISUNDERSTANDINGS OR INCONVENIENCES MIGHT BE PREVENTED. IF THERE ARE ANY CONTRADICTIONS BETWEEN THIS DOCUMENT AND OTHER INFORMATION ON THE WEBSITE, THIS DOCUMENT SHALL TAKE PRECEDENCE. RULES AND REGULATIONS ARE SUBJECT TO CHANGE FROM TIME TO TIME, 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.

Property ID: 365 W First St.

Number in Party: _____ (Max is 18)

Max # of Vehicles on premises at 1 time _____ (6 is the limit)

Beginning Date of Stay _____

Number of nights: _____

Check-out Date of Stay _____

	Amount	
Security/Cleaning Deposit	\$600	
Rental Fee	_____	
Cleaning Fee (\$250 Add'l on NIGHTLY RENTALS)	_____	(If included in base rent, put "incl" here)
Pool Heat (Y/N?)_____ If Y, then put total before tax on this line.	_____	(\$85/day Dec-Feb; \$60/day Mar-Nov; 3 day minimum)
Subtotal (Before Tax)	_____	(Rental Fee, Cleaning Fee, Pool Heat total before tax)
Sales tax of 12.75% of prior line Subtotal	_____	
Total House Rent- Subtotal before tax, plus tax =	_____	
Total Charges and Deposit	_____	

The reservation for the renter below will be held for NO MORE THAN 7 DAYS AFTER RECEIPT OF THE SIGNED CONTRACT. THE CONTRACT IS BOUND UPON OUR RECEIPT AND DEPOSIT OF THE RENTERS FIRST PAYMENT. THE BALANCE IS DUE IN FULL 30 DAYS BEFORE THE FIRST DAY OF THE RENTAL PERIOD.

of Persons in a group who are neither family nor over 25 years of age _____. Except as just listed, Renter certifies with his (her) signature that all members of their group are either part of a family group or group of responsible adults over aged 25. Non-family guests under

the age of 25 shall not exceed the number listed above. Violation of the number of provisions of this paragraph may result in the termination of the rental agreement, immediate removal from the premises, and forfeiture of any money paid. Fill in answers to following: Group Type (Family or Other) _____, # adults ____, # young adults-u25 ____, #teens ____, # children ____.

Kayaks & paddleboard - (tandem double seater or single).

Our kayaks are not for the surf. It is for canal and inlet use only. With your use of the kayak you agree to abide by these rules. No one under 90 pounds in the kayaks, under any circumstances. If any passengers are 13 or under, they must be with an adult, on the double kayak. If any passenger is under 21, there must be 2 passengers. All passengers must be wearing a properly fastened life vest. The canoe/kayak is not to be left in the water overnight or during inclement weather. The single kayak is for use for persons 18 and older, only.

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 CUT UP BARE FEET.

The kayak should not be lifted by the seats, but by the straps on each end. Kayak should be stored upside down.

Renter accepts all responsibility for injury and damage while using the Kayaks, or any other equipment at 365 W. First. _____ Initial Here.

All renters are required to acknowledge their agreement to our rules for kayak use.

We are glad to be able to rent our place to you. We hope that you will have an enjoyable experience while vacationing at Ocean Isle Beach. We hope that our home, with its many amenities, provides a real enhancement to your stay. Please carefully review the regulations above, sign and return along with the rental deposit.

Check should be made payable to Paul Robichaud, 46417 Sapona Lane, Norwood NC 28128. Venmo (@PaulLakeRobi) and Zelle(oibncrentals@gmail.com) are also payment options. **Renter will be provided an email with detailed home information, including directions and key information a few days prior to arrival.**

Undersigned, by signature below, understands and agrees to the terms of this agreement. This agreement is the entire agreement between the parties.

RENTER _____

DATE _____

FULL ADDRESS _____

EMAIL _____ CELLPHONE# _____