

**RENTAL AGREEMENT FOR 378 EAST FOURTH STREET, OCEAN ISLE BEACH,
NORTH CAROLINA 28469**

Renter's Name _____ **Date:** _____

Address _____ **Rental Dates** _____

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.

Thank you for renting our home. We hope that you have an enjoyable experience while vacationing at Ocean Isle Beach, and that our home, with its many amenities provides an enhancement to your stay. Please carefully review this agreement, print, sign and return along with the rental deposit. If you have any questions or need clarification of anything about your rental, please do not hesitate to call.

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1. Check-in Time is 4:00 PM on the first day, according to your reservation. If you plan to arrive early, let us know via text or email and we will see if the unit can be made available earlier.
 2. KEYS: Key access instructions will be given upon receipt of final payment and approximately 7 days prior to your arrival. Key access will not be given to anyone other than the person whose name is on the reservation unless we have been given previous authorization.
 3. Pillows, bedspreads and blankets are provided. As well as linens, bath towels, 1 set per person, (1 large bath towel, 1 hand towel, 1 washcloth). Paper products, cleaning supplies, and toiletries are not provided. LINENS are available for rental through Shirley Spivey @ 910-579-5121 as well as BEACHES RENTALS at (800) 272-6955 or www.beachesrentalequipment.com if you chose not to use our linens. Please let us know if this is the case. There is no rebate or discount for not using our linens.
 4. Please be aware that locked closets/bins are property of the owner and are not to be entered/opened under any conditions.
 5. If upon arrival, you discover any damage to the property PLEASE NOTIFY Steven or Juanita Hughes @ 336-214-2207 or 336-214-2963.

6. **LOCK OUTS:** If you lock yourself out of the house, please call Steven or Juanita Hughes at the numbers listed in #5. There will be a \$50.00 cash fee for opening the house unit or providing a replacement key.

7. **INSPECTION OF PROPERTIES:** Renter is responsible for any damage incurred during their occupancy of the premises. The property shall be inspected after your departure. If damage does occur in the unit during your stay, please report the damage to Steven or Juanita Hughes

8. During your stay, report any non-emergency problems to Steven or Juanita Hughes.

9. **MAINTENANCE AND REPAIRS:** We do our best to keep all equipment in good repair. When you check in or during your stay, please notify us of any issues, or if you discover anything not in working order call Steven Hughes @ 336-214-2207 or Juanita Hughes @ 336-214-2963

10. There will be no rebates given due to the malfunctioning or breakdown of appliances, air conditioning, televisions, telephones, or any other property equipment or services.

11. Owners are not responsible for accidents, injury, or loss of valuables.

12. Absolutely **NO PETS** of any kind are allowed inside or outside the rental property. Violation of this provision will result in termination of occupancy, without refund and forfeiture of security deposit.

13. Ocean Isle Beach law **PROHIBITS GRILLING** on the decks and balconies of rental properties. Grilling is permitted only on concrete surfaces away from wooden areas and structures.

14. **THIS IS A NON-SMOKING HOME.** Absolutely **NO SMOKING** in the house. Smoking is permissible on the outdoor concrete area only. Violation of this provision will result in termination of occupancy, without refund and forfeiture of security deposit.

15. Absolutely **NO HOUSE PARTIES.** Should a house party occur in the rental unit, occupancy will be terminated with no refund and forfeiture of security deposit.

16. **VEHICLES:** No mobile sleeping units, such as campers, may be used at cottages for sleeping, cooking or any purpose other than transportation. 6 vehicles are allowed to park in the driveway. No parking in the streets or on the grass is allowed. A boat trailer is counted as a vehicle and should be parked in the driveway.

17. **FIREWORKS:** Fireworks are not legal in North Carolina. A \$500.00 fine will be enforced.

18. **OCCUPANCY:** Under no circumstances should there be more than 16 overnight occupants. Violation of this provision may result in termination of occupancy, without refund and forfeiture of security deposit.

19. We rent to FAMILIES AND RESPONSIBLE ADULTS ONLY. Misrepresentation will result in immediate termination of the rental agreement, expulsion, and the loss of rental fee. We reserve the right to refuse occupancy, if we feel the occupancy could be detrimental to the property.

20. Check-out time is 11:00 A.M., SHARP. All vehicles are to be removed from the property and No one is to be in the unit or on the unit property after check-out time. Unfortunately, there is no option for a late check out.

21. Use of cleaning service is required. The house will be cleaned after you leave, however, please do the following:

1. Tidy up and make sure everything is in order as you found it upon arrival.
2. Tidy up the pool deck and remove all trash to the garbage bin.
3. Remove all food from refrigerator and clean all dishes. Including emptying the dishwasher.
4. Turn off all appliances, except the refrigerator
5. Empty trash cans and place the outdoor trash container at the street.
6. Lock all windows and doors.
7. Based on season, adjust air conditioning to 75 degrees, OR adjust heat to 55 degrees (on both levels) upon departure. In early spring and late fall, please turn the thermostat off when leaving.
8. Return all keys to owner or leave keys in drop box.
9. Please return all beach and pool amenities to the storage closet where they were found and lock it.

22. The owners do not assume responsibility for any items left in property, however, we will try to return found items. Upon request, these items may be shipped COD plus a \$10.00 handling fee.

23. There is no refund for inclement weather, except mandatory evacuations. In the event of mandatory evacuation, the pro-rated share of the rental charge will be refunded.

24. The unit is not to be re-rented.

25. If, due to events beyond control of the owners, the property cannot be available to you for the contracted rental period (for example, the home is damaged by a hurricane), we shall refund your money in full.

26. Reservations may be made anytime and will be honored, provided payment is received as agreed.

27. RESERVATION FEE: Unlike the local realtors, we DO NOT charge reservation FEES.

28. The property will remain on hold, but will continue to be marketed, pending receipt of confirmation deposit. Deposit is required within 3 business days of your verbal agreement.

29. CONFIRMATION DEPOSIT: After review, please print this document, sign and date as confirmation of your agreement. Mail to: Juanita Hughes, 602 Brookview Dr., Elon, NC 27244. Or you can return it via my email at: jmhughes@triad.rr.com. Venmo deposit of 50% of the gross amount due, including tax and any security deposit (if required). For rental periods of less than one week, the entire amount is due with the rental agreement. For rental periods within 30 days, the entire amount is due with the rental agreement. Your security deposit will be returned via Venmo within 1 week if one was required.

30. BALANCE OF PAYMENT: The balance of payment, all taxes and security deposit is due no later than 60 days before arrival date. NO REMINDERS WILL BE SENT.

31. Upon receipt of final payment, or approximately 10 days prior to your arrival, detailed information, including directions and key access will be sent.

32. CANCELLATIONS: Rental Deposit (50% of full rental fees and tax) will be refunded on cancellations if it is greater than 60 days before check-in. Cancellations made less than 60 days of the reservation will result in 50% forfeiture of full rental fee. Cancellations within 30 days of reservation will result in loss of all rental fees.

33. Renter's Security Deposit will be refunded (if one was required) if the unit is left in satisfactory condition. Keys must be returned before refund is released.

PLEASE READ ALL OF THE INFORMATION PROVIDED HEREIN REGARDING 378 EAST FOURTH STREET AND OUR RULES SO 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: 378 East Fourth Street, Ocean Isle Beach Property Telephone Number 336-214-2207 Or 336-214-2963

Check In Date: _____

Checkout Date _____

Number of nights: _____

Number in Party: _____ (not to exceed 16)

	Amount
Total Rent	\$
Tax (12.75%)	\$
Security Deposit	\$

Cleaning Service (required if less than a week) \$.

Total Charges \$

Reservation Deposit Due \$ _____

Remainder of Rental Fee Due \$ _____

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.

Undersigned, by signature below, understands and agrees to the terms of this agreement. This contract represents the full contract between the parties.

RENTER _____

ADDRESS _____

MOBILE PHONE _____

WORK PHONE _____

EMAIL _____

SIGNATURE - _____

DATE _____