

## RENTER'S CONTRACT for 35 MOORE STREET, OCEAN ISLE BEACH, NC

Renter's (Guest)

Name- \_\_\_\_\_

Dates to Be Rented- From \_\_\_\_\_ To- \_\_\_\_\_

Owner Contact - email: [pendletonrentalsoib@gmail.com](mailto:pendletonrentalsoib@gmail.com)

- phone: 336-710-1949

### **Rental Unit 35 Moore St. OIB**

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.

GUEST(S) SHALL BE SOLELY RESPONSIBLE FOR ANY PROPERTY DAMAGE, ACCIDENT AND/OR INJURY TO ANY PERSON OR LOSS SUSTAINED BY ANY PERSON ARISING OUT OF OR IN ANY WAY RELATED TO GUEST(S) USE OF THE PREMISES, AMENITIES, FACILITIES, OR EQUIPMENT LOCATED ON PREMISES. GUEST AGREES TO RELEASE, INDEMNIFY, AND HOLD HARMLESS OWNER FROM AND AGAINST ALL LIABILITY FOR INJURY TO THE PERSON OF THE GUEST, TO ANY MEMBER OF HIS/HER PARTY RESULTING FROM ANY CAUSE WHATSOEVER. THIS INDEMNIFICATION SPECIFICALLY INCLUDES, BUT IS NOT LIMITED TO, USE OF WATER FLOATS, BOOGIE BOARDS, EQUIPMENT, APPLIANCES, GRILL, BALCONIES, BIKES OR ANY OTHER RECREATIONAL EQUIPMENT OF ANY KIND OR NATURE THAT IS AVAILABLE ON THE PREMISES. CHILDREN MUST BE SUPERVISED AT ALL TIMES.

- 1. Check in time is after 4:30pm**
  - a. On the first day according to your reservation, you may go straight to the house when you arrive.
  - b. You do not need to go by any office.
  - c. 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.
  - a. Paper products, cleaning supplies, and toiletries are NOT provided.
  - b. Toilet paper (1 roll) will be in each bathroom.
- 3. LINEN SERVICE:** We can put you in touch with a local linen service for your linen service needs which would be at your own expense or you can bring your own linens. Currently A & A Linen service is a local linen service that services many homes on the island. If you choose **A & A Beach Linen Service** you need to follow the link and order your linens. Ordering your linens is a convenient way to not have to do laundry and have a full service linen service provide you with whatever you need. If you need another linen service please email us and we will provide you with another linen service.
  - **Link for Linen Service to order your linens:** <https://aabeachlinenservice.com/contact-us>
- 4. GOLF CART RENTALS:** Golf Cart Rentals if desired would be at your own expense. There are several golf cart rental service options on the island. One option that is used by many on the island is provided by **Beach Life Golf Cart**

**Rentals.** You can reserve your golf cart for rent, just follow the link below to reserve your golf cart if you choose to go with this rental company, if not there are many others that you can contact.

- **Link for Golf Cart Rental:** <https://beachlifegolfcartrentals.com>

5. **Kayak and Bicycle Rentals:** Many rental service needs such as Kayak rentals and Bicycle Rentals can be rented on the island. You may want to bring your own but if you want additional rental options you have several on the island that can service all of your needs.

6. **REPORTING PROBLEMS During your stay:**

- Please 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 on the Refrigerator.

7. **NO PETS ARE ALLOWED OF ANY KIND**

- If a pet is discovered on the property (even your cute little dog who is potty and kennel trained) OCCUPANCY WILL BE TERMINATED WITH NO REFUNDS.
- This includes visiting guests

8. **NO SMOKING (of Tobacco, e-cigarettes, or drugs) ON THE PROPERTY, AT ALL!**

- There is a no smoking policy rule on the property
- If evidence of smoking is found or odor from smoking is evident your deposit will be used to have the house treated, at renter's expense.
- No littering on the property with cigarette butts as this will cause additional cleanup

9. **NEVER MORE THAN 5 CARS ON THE PREMISES.**

- There is limited garage parking for 1 Car only if garage parking is desired
- There is additional parking spaces for cars in driveway
- NO STREET PARKING.
- NEVER MORE THAN 5 CARS ON THE PREMISES IS ALLOWED.
- If you have a boat trailer you need to use parking at the boat launch area or use the parking places in lieu of car parking.
- OIB police will ticket you if boat trailers are parked on the street.

10. **NO HOUSE PARTIES.**

- Should a loud/wild house party occur occupancy will 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.

11. **KEEP OUR HOUSE CLEAN AND TIDY:**

- Each renter is responsible for completely **tidying** the rental property before leaving.
- A check list will be posted in the kitchen or laundry room area.
- WHEN YOU LEAVE:
  - i. Generally **tidy** up and make sure everything is in order and where you found it
  - ii. PLEASE DO NOT REARRANGE FURNITURE WHILE IN THE HOUSE.
  - iii. Clean out the refrigerator.
  - iv. Run the dishwasher.
  - v. Run the disposal to clean out anything left in disposal.
  - vi. Empty trash and take the bin to the road.
  - vii. Lock windows and doors.
  - viii. Place keys back where they were when you came.
  - ix. It is your responsibility to report any damage prior to leaving.
  - x. Renter is responsible for any damage incurred during occupancy.
  - xi. We will not be held responsible for any accidents, injuries, or loss of valuables.
  - xii. THE CLEANING SERVICE IS A SANITARY SERVICE
    - NO TRASH ON THE FLOORS OR MESSY AREAS OR NASTY COUNTERS.

- SANITARY SERVICE HOUSE SHOULD BE TIDY AND AS YOU FOUND IT
  - EXCEPT FOR THE THINGS THE CLEANING SERVICE DOES
  - YOU ARE NOT RESPONSIBLE FOR CLEANING SHOWERS OR MAKING MIRRORS SPOTLESS.

XII. GAMES, BOOKS, VIDEOS, 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.
- House has all beautiful hardwood floors. PLEASE use outdoor showers to rinse off sand from the beach.
- **GAS STOVE TOP OPERATION:** We have a gas stove top with a retractable down draft. To operate the stove top turn the knob to ignite the flame then adjust the flame height then push the side button to lift the vent for venting when cooking. When finished cooking turn the gas off by using the round ignitor knob to the off position and then push the button to lower the down draft vent after using the stovetop for cooking. If you do not push the button to raise the retractable vent when cooking the smell will radiate throughout the house which will smell up the house.

**12. RENTER'S SECURITY DEPOSIT**

- Renter's security deposit will be refunded by check within 30 days if the property is left in satisfactory condition.

**13. CHECK OUT TIME**

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

**14. NO HOUSE PHONES AT PROPERTY**

- There is no house phone.
- Our guests must use their cell phones.

**15. 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 refund will be the 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.

**16. INCLEMENT WEATHER**

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

**17. DEPOSIT**

- 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 bank account at First Community Bank, Pilot Mountain, NC.
- Partial early withdrawals of advance rent are permitted by owner, but only in accordance with the NC Vacation Rental Act.

**18. DAMAGE TO RECREATIONAL/SPORTING EQUIPMENT**

- If you use any of the recreational/sporting equipment, you will be responsible for any loss or damage.
- Please treat our belongings with care.
- Normal wear and tear is expected.

**19. RENTER OCCUPANCY 11 PEOPLE ONLY**

- Rental charges are based in part on the number in a party.
- No more than 2 adults or grown persons per bedroom. No more than 11 people should ever stay in the house, or the number of guests listed below, whichever is less.
- Violation may result in occupancy terminated with no refunds or additional charges of \$100 per person per night over the number agreed in this contract, at Owner's discretion.

- Owner and Renter agree total rent is in part based on the group details as represented by the Renter in Section 37 Below.

**20. IN THE EVENT OF A HURRICANE**

- If for any reason we are unable to rent the property to you (for example, hurricane damage) we shall refund your money in full.

**21. COMPLETING CONTRACT AND PAYMENT**

- Please complete the contract and mail payment to Joshua Pendleton
  - Mail Payment to Joshua Pendleton 165 Virginia St., Suite 208, Mount Airy, NC 27030
- We will not send you a rental agreement.
- You should print this document, sign and date each page as confirmation of your agreement.
- You can EMAIL or MAIL the Contract and Mail the check for 50% of the total rent excluding taxes and security deposit. Final payment will be due 30 days prior to the rental date for the remaining 50% balance of the contract total rent including taxes and including the \$600 refundable security deposit.
- We will return the refundable security deposit after your stay and if the house is left as agreed in this contract.

**22. BALANCE OF PAYMENT**

- The balance of rent, security deposit, taxes, and any other payments due after the initial payment, in other words payment in full of the contract total, is due and must be received 30 DAYS before the rental starts.
- NO REMINDERS WILL BE SENT.

**23. 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.

**24. HOME ACCESS and SECURITY CAMERA**

- You will be provided with a key code in order to enter the rental house.
- We will email you how to access the house when we receive your final payment.
- We have a video only security camera in the front of the house (pointed away from the house) that covers the area outside the front entrance and some of the driveway.
- It is not pointed at the house.

**25. MAINTENANCE 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.

**26. MALFUNCTIONS**

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

**27. ELEVATOR USAGE**

- No unaccompanied children should use the elevator. Adults must be on the elevator with children.
- Push the round illuminated button to call the elevator to the floor desired
- Elevator BIFOLD SCREEN which contains a metal magnet has to be fully closed before closing the main door to the elevator
- **IN THE EVENT YOU DO NOT CLOSE THE BIFOLD SCREEN AND CLOSE THE DOOR YOU WILL NOT BE ABLE TO USE AND OPERATE THE ELEVATOR**
- **CLOSING THE BIFOLD DOOR AFTER GETTING OFF THE ELEVATOR IS IMPERATIVE FOR PROPER FUNCTIONING OF THE ELEVATOR**
- **NOT CLOSING THE BIFOLD DOOR WILL CAUSE THE ELEVATOR TO BE NOT OPERATIONAL**
- **DO NOT TRY TO FORCE OPEN THE WOODEN DOOR OPEN IF YOU DID NOT CLOSE THE BIFOLD SCREEN**
  - **This will break the elevator door**
  - **You will be responsible for repairs if broken**
  - **Please note that if you open the elevator outside door and do not open the bifold screen and reclose the screen, then it will lock the outside door making the elevator inoperable.**
  - **SO PLEASE OPEN AND CLOSE THE BIFOLD SCREEN TO RESET THE ELEVATOR TO A WORKING STATUS.**

**28. OUTDOOR SHOWER**

- Outdoor shower is large and spacious located on Lower Deck
- Additional outdoor shower located at boat dock
- Access to ½ bathroom
- **PLEASE use the outdoor shower to rinse off sand from the beach to reduce sand in the house.**

**29. PROPERTY OWNERS PRIVATE STORAGE**

- Locked cabinets and closets are the owners and not to be entered.

**30. PROPANE GRILL USUAGE**

- Propane Gas for Grill is included, but we cannot promise there will be propane, as this is not something our cleaning service checks. We keep at least 2 tanks on site.
- These will need to be periodically refilled by exchanging at a nearby retail outlet.
- If you re-fill a tank for us, just text us the receipt and we will reimburse you.
- We visit and check on our property regularly and try to keep propane on hand, but this is something that could happen. If there is only 1 tank operational when you arrive, **and you use the grill at all**, you we ask you refill the extra that is empty and we will reimburse you.

**31. OCCUPANCY**

- The maximum number of people allowed is 11.
- City ordinance does not allow additional guests to sleep in vehicles or trailers parked on property or in boats.
- If your group is different than is listed below, or there are more than 5 vehicles at the property, you may be evicted without refund of rent.

**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.**

**35 MOORE 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 (11 is maximum)	
GROUP TYPE (e.g., Family,Couples,Golf,Adult other)	
ADULTS-# (AGED 25 AND UP)	
YOUNG ADULTS-18-24 #	
TEENS-#	
CHILDREN (12&Under)-#	
BED LINENS (through linen service)  GOLF CART (through Golf Cart Rental Service)  Kayak and Bicycle Rentals (through rental companies many are located on the island)	
BEGINNING DATE OF STAY & # of night	\$
CHECK-OUT DATE OF STAY-	
Cleaning fee -Put-"Included", if weekly or \$250.00 nightly.	
(A)TOTAL HOUSE RENT includes the \$250 CLEANING FEE PLUS (B) 12.75 % TAX (C) EQUALS = Total House Rent PLUS	A. Base Rent Including Cleaning Fee \$ _____

<p>(D) Security Deposit (refundable if no damage to house)</p> <p>BASE RENT including Cleaning, Tax, and SECURITY DEPOSIT =</p> <p>TOTAL RENTAL PRICE FOR 35 Moore Street</p> <p>Service total to include all 4 numbers (A+B+C+D)</p> <p>= Total Price</p>	<p>B. Tax (12.75%)</p> <p>\$ _____</p> <p>C. Total House Rent \$ _____</p> <p>D. ADD SECURITY DEPOSIT</p> <p>\$ 600.00 (refundable if no damage to house)</p>
<p>TOTAL CHARGES including</p> <ul style="list-style-type: none"> <li>• Base Rent</li> <li>• TAXES</li> <li>• SECURITY DEPOSIT (Refundable if no damage)</li> </ul>	<p>TOTAL AMOUNT DUE</p> <p>\$ _____</p>

1. **HALF "BASE RENT INCLUDING CLEANING"**

- Half "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.

2. **CLEANING FEE IS A PART OF HOUSE RENT**

- IF YOU ARE USING A NIGHTLY RATE FROM QUOTE/CHART.
- **THE CLEANING FEE OF \$250 IS TO BE ADDED FOR NIGHTLY RENTALS TO CALCULATE "BASE RENT INCLUDING CLEANING".**
- IF YOU ARE USING A WEEKLY RATE, THE CLEANING FEE OF \$250 IS INCLUDED IN THE QUOTE/CHART.

3. **SIGNED CONTRACT/PAYMENT REQUIREMENTS/LIABILITY RELEASE CLAUSE**

- Please **EMAIL** the signed contract to

[pendletonrentalsoib@gmail.com](mailto:pendletonrentalsoib@gmail.com)

Or Mail to: Penny Pope 165 Virginia Street, Suite # 208, Mount Airy, NC, 27030.

**b. MAIL CHECK TO:**

- **Make the check to the order of: Joshua Pendleton**
- **Mail Check addressed to:**

o Penny Pope 165 Virginia Street, Suite # 208, Mount Airy, NC, 27030.

• **(MAKE SURE CHECK IS MADE OUT TO JOSHUA PENDLETON)**

- Upon receipt AND our deposit of the payment, your contract is bound.
- 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 contact us.

i. You can phone us, anytime, as well.

c. **LIABILITY EXCLUSION:** Owners shall not be liable for loss, injury or damage to persons or property. Guest/Tenants agree to indemnify and hold harmless the owners of the premises from any liability and costs arising from injury to the renters/tenants/guest, children, anyone 18 and under to include any and all persons on the property. By signing this contract, **YOU AGREE THAT YOU HAVE READ THIS CONTRACT AND UNDERSTAND WHAT IS EXPECTED BY YOU FROM THE OWNERS. THIS CONTRACT IS FULLY ENFORCEABLE WITH THE SIGNING OF THIS CONTRACT.**

RENTER (Also referred to herein as Lessee or Releasor)

SIGNATURE \_\_\_\_\_ DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

EMAIL: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ CELLPHONE: \_\_\_\_\_