



**3. Maximum Occupancy.** The maximum number of persons allowed to stay in the Property is limited to the number of people named in the contract. A charge of \$100.00 per person per night will be assessed for each person who stays in the Property in addition to the Rental Party. Guest will be charged without notice for additional persons staying in the Property and not disclosed to Owner.

**4. Visitors.** A visitor is an occupant of the Property who is not staying overnight. The total number of persons permitted in the Property at any given time, including visitors, is twelve (12). Any visitor staying overnight is subject to additional charges. No visitor will be allowed to use the common facilities, including any pools or tennis courts, when Guest is not on the Property.

**5. Rental Period & Check-In.** The term of this lease will be from [REDACTED] (“Arrival Date”) to [REDACTED] (“Departure Date”). The Property will be ready for Guest’s occupancy beginning at 4:00 PM on the Arrival Date and the Property must be vacated by 10:00 AM on the Departure Date, unless otherwise agreed by Owner. If Guest or any member of the Rental Party remains on the Property beyond the Departure Date, Guest will be responsible to pay the rental rate prescribed in Section 8 below for the period of time between Departure Date and the actual date Guest and all members of the Rental Party vacate the Property. The Property requires a three (3) night minimum stay.

**6. Keys & Access Codes.** Owner will provide Guest with the door code within 2 days of arrival which will unlock the front door to the Property. Owner will provide Guest with Access Cards to the The Isles Club. A fee of \$25 per card will be charged to Guest for failure to return any missing Isles Club Access Cards. Any attempt to access a locked area is just cause for immediate termination of this Agreement, forfeiture of all rent paid, and Guest will be liable for any missing items or damage. Locked cabinets and closets are the owners and not to be entered. A RING doorbell is located at the front door for security purposes only.

**7. Rental Rules & Restrictions.** At all times, guest agrees to abide by the Rules and Regulations of CAM and any other restrictions imposed by Owner (the “Rules”), attached to this Agreement as Exhibit A. Guest will cause all persons in the Rental Party and any visitors that Guest permits on the Property to abide by the Rules while on the Property. In addition, Guest agrees to abide by the following restrictions by Owner:

- (A) Smoking and/or Vaping are not permitted inside the Property
- (B) Pets are not permitted on or in the Property by guests or visitors.
- (C) Quiet hours are from 10:00 PM to 8:00 AM
- (D) Garbage must be placed in the proper receptacles
- (E) Grilling is only allowed on the street level , at least 10 ft. away from building

(F) Electric car charging is Not Allowed

(G) No Boats, Trailers, or RVs are allowed to be parked on the property or in the overflow lot. **TOWING IS STRICTLY ENFORCED!**

(H) Golf cart charging allowed at designated outlet **ONLY!**

**If any person in the Rental Party fails to follow any of the Rules, the Rental Party will be asked to vacate the Property and Guest will forfeit all rent paid.**

**8. Payment.** Guest agrees to pay the rent and fees described on page 8, (the "Total Amount Due"). Payment in full of the following fees will be due within thirty (30) days before the Arrival Date.

Acceptable payment methods are:

- cashier's check
- personal check
- money order
- Venmo (John-Winston-18) - PREFERRED

**Checks should be made payable to: John T. Winston and sent to: 3528 Barron Berkeley Way, Raleigh, NC 27612. A fee of \$35.00 will be charged to Guest for dishonored checks and reservation may be cancelled.**

## **9. Contract and Payment Process:**

**INITIAL PAYMENT** - Sign and date the page 7, Exhibit A, and Noise Ordinance as confirmation of your agreement.

**-50% of base rent is due by January 15, or at time of reservation if after January 15, either by check or Venmo. Base rent does not include taxes, cleaning fee, and security deposit. Your reservation is not confirmed until initial payment is received by property owner.**

-Please mail a check with signed contract page, or email back with electronic signature. If signing electronically, please Venmo 50% of the **base** rent to John-Winston-18.

## **BALANCE OF PAYMENT - DUE 30 DAYS BEFORE RESERVATION**

-Remaining 50% of **base** rent, taxes, cleaning fee, and security deposit must be **received** by the property owner to pay your rental fee in full. Your security deposit will be refunded back to you within 30 days of departure, and likely within two weeks. If you would like a check mailed back to you, please send a self-addressed, stamped envelope with your initial contract and payment. Owner will inspect the property after your stay, and deductions may be taken for any damages. If damage has occurred to

the property and/or its contents, please report it at the time of incident so repairs can be made before the next renters.

**The code to the front door and storage room will be sent to you upon receipt of final payment.**

**NO REMINDERS WILL BE SENT.**

\*Any and all interest earned or accrued on deposits and advance payments will belong to the owner exclusively. Advance rental payments and all Security Deposits are held in a trust account at Fidelity Bank NC, Raleigh, NC. Partial early withdrawals of advance rent are permitted by owner, but only in accordance with the NC Vacation Rental Act.

**10. Cancellation** - The downpayment of half the base rent is fully refundable up to 60 days prior to your reservation date. Any payments made will be refunded upon cancellation less a 15% cancellation fee when/if the property is re-rented at full amount. The Security Deposit, if already paid (the \$500) 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 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.

**11. Cleaning.** A cleaning fee of **\$200.00** will be charged to the Guest. Daily housekeeping services are not included in the rental rate. Throughout the rental period, Guest will be responsible for keeping the Property clean and in good condition. Any unsafe or dangerous condition must be reported to Owner immediately. Guest acknowledges that on the Arrival Date, the Property is in good condition, except for any defect Guest may report to Owner by the end of the first day following the Arrival Date. The Property should be left in the same condition as it was found by Guest on the Arrival Date. Guest promises to leave the Property in good repair.

**12. Furnishings.** The following furnishings will be provided with the Property: 1 King, 1 Queen, 4 Double Beds, Dressers, Closets, and bathrooms in each bedroom. 5 Smart TVs, 2 Couches, 1 recliner, Ottoman, Dining table for 8, Bar seating for 5, and outdoor deck seating.

Furnishings are subject to change without notice. Furniture, bedding, kitchen equipment, utensils, and any other personal property supplied with the Property must not be removed from the Property. Loss of any items within the Property or damage to the Property or furnishings in excess of normal wear and tear will be charged to Guest. The Property will be inspected by Owner after Guest's departure. All contents of the Property are the property of Owner. If an item should break, Guest must notify Owner immediately. Guest is not permitted to alter the wiring of any television, computer, or gaming equipment.

**13. Parking.** Parking is limited to 4 spaces, in tandem, under the building in the assigned spots. Guest may only park in designated parking area. Any illegally parked

cars may be subject to towing and/or fines. **NO BOATS, TRAILERS, or RVs allowed on the property or in the overflow lot. NO ELECTRIC CAR CHARGING ALLOWED.**

**14. Mechanical Failures.** Owner attempts to properly maintain the Property. While all electrical and mechanical equipment within the Property are in good working order, Owner cannot guarantee against mechanical failure of electrical service, stopped plumbing, water supply, heating, air conditioning, audio visual equipment, internet access, cable service, or appliances. Guest agrees to report any inoperative equipment or other maintenance problem to Owner immediately. Owner will make every reasonable effort to have repairs done quickly and efficiently. Guest will allow Owner or a person permitted by Owner access to the Property for purposes of repair and inspection. Owner is not responsible for any inconvenience that may occur and no refunds or rent reductions will be made due to failure of such items.

**15. Acts of God.** No refunds will be given if there is a storm or severe weather (i.e. hurricane, earthquake, forest fire). 12. There will be no refunds for inclement weather, accept mandatory evacuations. A prorated refund will be made for mandatory evacuations and an evacuation order has been given. Owner will not be liable or deemed in default under this Agreement for any failure to perform or delay in performing any of its obligations due to or arising out of any act not within its control, including, without limitation, acts of God.

**16. Limitation on Liability.** Owner is not responsible for any accidents, injuries or illness that occur to any member of the Rental Party or Guest's visitors while in the Property or on the Property. Owner is not responsible for loss of personal belongings or valuables belonging to any member of the Rental Party or any of Guest's visitors. Guest agrees to assume the risk of any harm arising from use of the Property. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, INCLUDING TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE, SHALL OWNER BE LIABLE TO GUEST OR ANY OTHER PERSON FOR ANY DAMAGES OF ANY NATURE WHATSOEVER INCLUDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR GUEST'S RENTAL OF THE PROPERTY OR USE OF THE PROPERTY. IN NO EVENT WILL OWNER BE LIABLE FOR ANY DAMAGES IN CONNECTION WITH THIS AGREEMENT, EVEN IF OWNER SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE.

**17. Indemnification.** Guest acknowledges that the use of the Property by the Rental Party and Guest's visitors is entirely at their own risk. Guest will indemnify and hold harmless Owner from any and all expenses, costs, damages, suits, actions, or liabilities whatsoever arising from or related to any and all loss of or damage to personal property, including injury or death resulting from the use or occupancy of the Property or the failure of any member of Rental Party or Guest's visitors to observe the rules and restrictions set forth in Paragraph 7.

**18. Violation of Agreement.** If Guest or any member of the Rental Party violates any of the terms of this Agreement, including but not limited to maximum occupancy, visitors and rental rules and restrictions, Owner may evict Guest and the Rental Party from the Property and Guest will forfeit all rent and security deposit paid.

**19. Governing Law.** This Agreement and all transactions contemplated by this Agreement will be governed by, and constructed and enforced in accordance with the laws of the State of North Carolina (not including its conflicts of laws provisions). Any dispute arising from this Agreement shall be resolved through mediation. If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.

**20. Amendments.** This Agreement may be amended or modified only by a written agreement signed by both Owner and Guest.

**21. No Waiver.** Neither Owner nor Guest shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing.

**22. Severability.** If any provision of this Agreement is held to be invalid or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement.

**23. Notices.** Any notice or communication under this Agreement must be in writing and sent via U.S. Mail or Email.

**24. Successors and Assigns.** This Agreement will inure to the benefit of and be binding upon Owner, its successors and assigns, and upon Guest and its permitted successors and assigns.

**25. Entire Agreement.** This Agreement and Exhibit A represents the entire understanding and agreement between the Parties with respect to the subject matter of this Agreement and supersedes all other negotiations, understandings and representations (if any) made by and between the Parties.

## SIGNATURES

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**Owner Signature**

John T. Winston

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**Owner Name**

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Date

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**Guest Signature**

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**Guest Name and Phone Number**

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Date

Sincerely,

*John and Lynne Winston*  
3528 Barron Berkeley Way  
Raleigh, NC 27612  
919-272-3040

## Vacation Rental/Short Term Lease Agreement Booking Confirmation

Dear Guest,

Thank you for selecting our property for your vacation.

The property is located at: 123 via Old Sound Blvd. Unit F, Ocean Isle, NC 28469

<b>Arrival:</b>	4:00 PM (No early arrival please)
<b>Departure:</b>	10:00 AM

<b>Number of Adults over 18:</b> 6	<b>Number of Children under age18:</b> 5
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Your **reservation deposit** is due **immediately** in the amount of **50% of base rent. (\$1400)** Venmo to John-Winston-18 is preferred!

### Rental rate and fees are as follows:

Base Rental Rate of \$400/night x 7 nights	\$2800
Unit Cleaning Service Fee	\$200
State and Local Sales/Rental Tax (12.75%)	\$357
Refundable Security Deposit	\$500
<b>50% of Base Rent Due</b>	<b>\$1400</b>
<b>Balance Due - 30 Days Before Reservation Date</b> (Remaining 50% of base rent, taxes, cleaning fee, and refundable security deposit)	<b>\$2457</b>
<b>Total Reservation Amount</b>	<b>\$3857</b>

Please sign and return this short-term lease agreement and Exhibit A, along with your reservation deposit. The balance of the rental amount must be received thirty (30) days before your reservation date. The door code for access to the property will be sent 2 days prior to arrival.