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Dates to Be Rented From\_\_\_\_ To\_\_\_\_ Rental Unit: 188 E 2<sup>nd</sup> St. Ocean Isle Beach, NC NC RENTAL CONTRACT-RULES AND REGULATIONS, THIS WILL BE A VACATION RENTAL AGREEMENT UNDER THE NORTH CAROLINA VACTION 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 TENACY AND EXPEDITED EVICTION OF TENANTS.YOUR SIGNITURE ON THIS AGREEMENT, OR PAYMENT OF MONEY, OR TAKING POSSESION 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 on the first day according to your reservation. You may go straight to the house when you arrive. You do not need to go by any office. 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 are NOT provided but can be added on to your stay for a fee. If you do choose to add linens to your stay for an added \$160, we will communicate with the linen service. The linens will be delivered to the house before you arrive. If they are not at the house when you arrive call Sarah, 708-674-3328, immediately.
- LINENS the following linens are included if you choose to use the linen rental service: Sheets for each of the beds, 10 bath towels, 10 wash cloths, and 10 hand towels. Sheets are delivered to the house, but the service will not make up the beds. You must remove sheets and place them as well as the bath linens in the drawstring bags they arrived in and place on a black rocking chair. Please note that beach towels are NOT included with the linen service. You can add additional linens at the following prices: Bath Towels (\$5 each), Beach Towels (\$6 each).
- 3. During your stay, report any problems to us by text or phone call (Sarah -708-674-3328). If you do not receive a reply within the hour, you can call or text our local emergency service person (Burt 910-515-4132 or Angela 910-515-4179). Problems will be dealt with promptly. IF YOU FIND PROBLEMS OR DAMAGE UPON ARRIVAL report it immediately otherwise you may be held responsible.
- 4. NO PETS OF ANY KIND AND NO SMOKING ON THE PROPERTY, AT ALL. If a pet is discovered on the property OCCUPANCY WILL BE TERMINATED WITH NO REFUNDS. This includes visiting guests. If evidence of smoking is found or the odor from smoking is evident your deposit will be used to have the house treated, at renters' expense.
- 5. NO HOUSE PARTIES. Should a loud/wild house party occur occupancy will be terminated with no refund. Police will be knocking if neighbors complain resulting in a possible fine up to \$1000. The police also notify owners. OIB is a family beach with strict noise curfews (10:00pm-7:30am). If you experience a noise problem, you may call the police at 910-579-4221. Not 911. A family gathering where the number of people is not over the house capacity is not a house party.
- 6. Each renter is responsible for clearing the rental property before leaving. WHEN YOU LEAVE: (1) generally tidy up and make sure everything is in order and where you found it (PLEASE DO NOT REARRANGE FURNITURE WHILE IN THE HOUSE). (2) Clean out refrigerator. (3) Run the dishwasher. (4) Empty all trash to big bin under the house and take bin to road. (5) Lock windows and doors. (6) Place keys back where they were when you came. (7) Remove sheets from beds and place in designate in large draw string bags they arrived in. Place bags on black rocking chairs out front. It is your responsibility to report any damage prior to leaving. Renter is responsible for any damage incurred during occupancy. We will not be held responsible for any accidents, injuries, or loss of valuables. THE CLEANING SERVICE IS A SANITARY SERVICE. NO TRASH ON THE FLOORS OR MESSY AREAS OR NASTY COUNTERS. YOU ARE NOT RESPONSIBLE FOR CLEANING SHOWERS OR MAKING MIRRORS SPOTLESS. GAMES, BOOKS, VIDEOS, AND OTHER THINGS WE HAVE FOR YOUR USE AND CONVENIENCE

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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.

- 7. Renter's security deposit will be refunded by check or Venmo within 30 days if the property is left in satisfactory condition.
- 10. Check out time is 10:00am SHARP. Cleaners will arrive at 10:10AM. No one should be in the house or on the property after 10:00AM.
- 11. A \$35 fee will be charged for nonsufficient funds checks.
- 12. There is no house phone. Our guests use cell phones.
- 13. Rental deposits will be refunded upon cancellation less 20% when/if the property is re-rented.
- 14. There will be no refunds for inclement weather, except mandatory evacuations. A prorated refund will be made for evacuations.
- 15. Any and all interest earned or accrued on deposits and advance payment will be for the owner 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, the bicycles are underneath the house, but if you use them and one is lost, we ask that you go to Walmart and replace it with one of like kind. Lessee assumes all liabilities for injuries incurred while using such equipment. Initial to acknowledge and agree. \_\_\_\_\_\_
- 17. Rental charges are based in part on the number in a party. No more than 10 people should ever stay in the house. Violation will result in occupancy terminated with no refunds.
- 18. If for any reason we are unable to rent the property to you (for example hurricane damage) we shall refund your money in full.
- 19. UNLIKE LOCAL REALTORS we do not charge reservation fees.
- 20. CONFIRMATION OF DEPOSIT. We will not send you a rental agreement. You should print this document, sign, and date each page as confirmation of your agreement. Mail or email it with a check or electronic payment for 50% of the total including rent, deposit and tax. Final payment will be the remaining 50%. Please send a self-addressed, stamped envelope with your check. If paying electronically, Venmo or Zelle, your deposit will also be returned electronically. If for any reason the property has already been rented to another party when we receive your check, we promptly return your check in the provided envelope. Otherwise, it will be used to return your deposit.
- 21. BALANCE OF PAYMENT The balance of rent, security deposit, taxes, and any other payments that might be due must be received 30 DAYS before the rental starts. NO REMENDERS WILL BE SENT.
  22. 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.
- 23. You will access the house through the side door keypad. We will email you with instructions on how to use the keypad one week before your stay. We will have a key for the storage unit inside of the house. A \$25 lost key fee will be applied to any lost key.
- 24. MAINTINANCE AND REPAIRS we will do our best to keep everything in good repair. Upon arrival to the house if you find anything that is not in good working order, please notify us as soon as possible. 25. There will be no refund/rebate for malfunctions in or breakdown of appliances, air-conditioning, or TV's.
- 26. Locked cabinets and closets are the owners and not to be entered. You will be charged for lock/door repair if the closets are tampered with. If upon arrival, you discover any damage to the owners closets PLEASE NOTIFY US IMMEDIATELY AT 708-674-3328 (MOBILE #). The front storage unit is for owners only as well as a locked closet in the lower-level bunk room.
- 27. OCCUPANCY The maximum number of people allowed is 10. City ordinance does not allow additional guests to sleep in vehicles or trailers parked on property or in boats. We rent to FAMILIES

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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. By signing this contract and stating the number of people in your party below, you are agreeing to not have more people in the house than you have indicated.
- 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 \$25.00 handling fee
- 31. GARBAGE PICK-UP: Garbage pick-up during the summer months is on Monday, Thursday and Saturday. The containers must be placed at the street by 7:00 a.m.
- 32. FIREWORKS: Fireworks are not legal in North Carolina. A \$500.00 fine will be enforced.
- 33. VEHICLES: No mobile sleeping units, such as campers, may be used at cottages for sleeping, cooking or any purpose other than transportation.

### Hot Tub Rules and Liability Agreement for 188 E 2<sup>nd</sup> St:

This agreement outlines the rules and conditions for the use of the hot tub at the property and must be signed by the primary guest. By signing this agreement, you acknowledge and accept responsibility for the safe use of the hot tub during your stay.

#### 1. Rules for Hot Tub Use

- a. Operation Hours: The hot tub may be used between the house of 7:30AM and 10:00PM in observance of OIB strict quiet hours policy.
- b. Maximum Capacity: The hot tub is designed for a maximum of 5 people. Do not exceed this limit
- c. Age Restriction: Guests under the age of 18 must be supervised by an adult at all times.
- d. Prohibited Activities:
  - i. No diving or jumping into the hot tub.
  - ii. No glass container, alcohol, or food in or near the hot tub.
  - iii. Do not use the hot tub if you are under the influence of alcohol, drugs or medication that causes drowsiness.
- e. Health Precautions:
  - i. Guests with open wounds, skin conditions, or infections are prohibited from using the hot tub.
  - ii. Pregnant women, individuals with heart conditions, or other medical concerns should consult a doctor before use.
- f. Cleanliness: Shower before using the hot tub to maintain water quality.
  - i. All sand should be removed from the body before entering the hot tub.

## 2. Safety Precautions

- a. Always replace the cover after each use to maintain heat and safety.
- b. Do not adjust the temperature settings above 103 degrees.
- c. Exit the hot tub immediately if you feel lightheaded, overheated, or unwell.

### 3. Guest Responsibility

a. The primary guest is responsible for ensuring all members of the rental party follow these rules.

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- b. Damage to the hot tub, cover or surrounding area caused by misuse will result in additional charges.
- c. Notify Sarah immediately if you notice any issues with the hot tub (e.g. unusual noise, malfunction, or debris)

# 4. Liability Release

By signing this agreement, the guest acknowledges that the use of the hot tub involves inherent risks, including but not limited to slipping, falling, overheating, or adverse health reactions. The property owner/manager shall not be held liable for any injuries, accidents, or illnesses resulting from the use of the hot tub. Guests agree to use the hot tub at their own risk and assume all responsibility for themselves and their party.

# 5. Agreement

Primary Guest Information

I have read and understand the hot tub rules and agree to comply with them during my stay. I accept full responsibility for any damages or injuries resulting from the use of the hot tub and agree to indemnify and hold harmless the property owner/manager from any claims arising out of its use.

Name:	
Signatur	e:
Date:	
THIS IS A NON INFORMATION	I-SMOKING UNIT. IT IS RECOMMENDED THAT YOU READ ALL OF THE ABOVE
	ontradiction between this document and the web site this document takes precedent.
188 E 2 <sup>nd</sup> St, Oc	ean Isle Beach, NC- PLEASE COMPLETE FULLY BELOW AND INITIAL
	SON MUST BE SAME PERSON(S) SIGNING CONTRACT
ADULTS# (AGE YOUNG ADULT TEENS (13-17)#	ARTY e.g., Family, Couples, Golf, other) ED 25 AND UP) ΓS-18-24 #  # &Under)#
EXTRA BATH 7	FOWELS# BEACH TOWELS # \$5 per extra bath towel, \$6 per beach towel – linens are NOT included with rentals and must be added on if desired.

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BEGINNING DATE OF STAY –
# OF NIGHTS IN STAY CHECK-OUT DATE OF STAY –
SECURITY DEPOSIT- \$500
BASE HOUSE RENTSALES TAX %12.75 –
LINENS – YES (\$160) \_\_\_\_ or NO\_\_\_\_
CLEANING FEE - \$0
TOTAL RENT -

Half "Total Rent Including Cleaning" is due to reserve property, unless reserved in prior year. If reserved in prior year, \$500 due with contract and balance of "Half Total House Rent" due by Jan 5. In all circumstances 100% of all house rent and security deposit is due 30 days prior to the first date of the rental period.

CLEANING FEE IS \$210 AND IS A PART OF BASE HOUSE RENT FOR WEEKLY RENTALS ONLY. IF YOU ARE USING A NIGHTLY RATE FROM QUOTE/CHART, THE CLEANING FEE OF \$210 IS TO BE ADDED TO CALCULATE "TOTAL RENT INCLUDING CLEANING".

Please mail signed contract and check to: Sarah Waterstone 18 Masterton Rd Bronxville, NY 10708

Or email signed contract to oibpar4@gmail.com

Venmo: @Sarah-Waterstone 708-674-3328 Zelle: Matt Waterstone 708-674-3328

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 email us (oibpar4@gmail.com) or text at 708-674-3328. You can phone us, anytime, as well.

DUE NOW TO RESERVE PROPERTY - \$ DUE BY JAN  $5^{\text{TH}}$  - \$ DUE 30 DAYS PROIR TO RENTAL — \$ If you will be using the linen service, please add \$160 to your final payment. TOTAL - \*\$ \* \$500 will be returned upon inspection of the property after renters have left the property.

Printed Name:	
Signature:	Date:
Phone:	
Address:	

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