

**Renter's Name-**

**Dates to Be Rented-**

**From \_\_\_\_\_ To \_\_\_\_\_**

**Rental Unit: 167 Via Old Sound Blvd, Ocean Isle Beach NC**

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 4:30pm 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. Sheets, bath towels and wash cloths are provided for the number of people staying in the house. Please note that this service is included with the weekly rental rate but can be added on for partial weeks. Beach Towels and extra bath towels can be provided at an extra charge. Paper products, cleaning supplies, and toiletries are NOT provided. If you have questions in regards to what is in the house, please let us know and we are happy to help you in any way.

LINENS – the following linens are included with your rental: Sheets for each of the beds, 1 towel and wash cloth for the number of people in your party, and 7 hand towels. Sheets and towels are delivered to the house but the service will not make up the beds. You must remove sheets and towels and place them in the designated location in the house prior to departure. Please note that beach towels are NOT included with the linen service. You can add on 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 (Allan 336-391-8575). 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 in the kitchen

4. NO PETS OF ANY KIND AND NO SMOKING ON THE PROPERTY, AT ALL. 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. If evidence of smoking is found or 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. 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.

7. Each renter is responsible for clearing the rental property before leaving. A checklist will be posted in the kitchen area. 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 designated location in the house (further instructions will be on the kitchen counter). 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 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.

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

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

10. A \$35 fee will be charged for nonsufficient funds checks.

11. There is no house phone. Our guests use cell phones.

12. Rental deposits will be refunded upon cancellation less 20% when/if the property is re-rented.

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

14. Any and all interest earned or accrued on deposits and advance payment will be for the owner not the renter.

15. 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. \_\_\_\_\_

16. Rental charges are based in part on the number in a party. No more than 22 people should ever stay in the house. Violation will result in occupancy terminated with no refunds.

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

18. UNLIKE LOCAL REALTORS we do not charge reservation fees.

19. 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 it with a check for 50% of the total including rent and tax. Final payment will be the 50% balance plus the \$800 refundable security deposit. Please send a self-addressed, stamped envelope with your check. 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. **Final payment due 60 days prior to arrival**

20. **BALANCE OF PAYMENT** The balance of rent, security deposit, taxes, and any other payments that might be due must be received 60 DAYS before the rental starts. **NO REMENDERS WILL BE SENT.**
21. **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.
22. **KEYS** are at the rental house. We will email you about how to access them when we receive your final payment. Lost keys will incur a \$25 per key charge. Please return keys to the location where you found them upon arrival. This includes the golf cart key.
23. **LOCKOUTS** If you lock yourself out please call or text us and we will get you back in as soon as possible. A \$50 fee will be charged to get you in the house. Additional charges apply for lost keys. The top deck doors lock from the inside, if you by chance lock yourself out on that deck, there is a push key under the outlet cover. If you happen to use this key, PLEASE return it to where you found it in case it happens to someone else!
24. **MAINTINANCE 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.
25. There will be no refund/rebate for malfunctions in or breakdown of appliances, air-conditioning, golf cart, 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 336-391-8575 (MOBILE #)**. There is one closet on the ground floor behind the shower, one in the laundry room, and one in the master bedroom on the top floor.
27. **Propane Grill:** Propane Gas for Grill is not included. We keep at least 2 and usually 3 tanks on site. These will need to be periodically refilled by exchanging at a nearby retail outlet, at renters expense. We do try and keep propane on site, but do not promise there will be an ample supply. If there is only 1 tank operational when you arrive, and you use the grill at all, you should refill one of the spares.
28. **OCCUPANCY** The maximum number of people allowed is 22. City ordinance does not allow additional guests to sleep in vehicles or trailers parked on property or in 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. 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. If cars do not fit in driveway, do not park in street. You will be ticketed. Do not park on street you will be ticketed. Park at basketball courts around corner.  
THIS IS A NON-SMOKING UNIT

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.

167 Via Old Sound Blvd , Ocean Isle Beach, NC- PLEASE COMPLETE FULLY BELOW AND INITIAL

NAME OF PERSON RESPONSIBLE- MUST BE SAME PERSON(S) SIGNING CONTRACT	
NUMBER IN PARTY	
GROUP TYPE (e.g., Family, Couples, Golf, other)	
ADULTS# (AGED 25 AND UP)	
YOUNG ADULTS-18-24 #	
TEENS (13-17)#	
CHILDREN (12&Under)#	
EXTRA BATH TOWELS# ____ BEACH TOWELS # ____	\$5 per extra bath towel, \$6 per beach towel – please note that linens are NOT included with partial week rentals and must be added on if desired
BEGINNING DATE OF STAY-	
# of NIGHTS IN STAY-	
CHECK-OUT DATE OF STAY-	
SECURITY DEPOSIT- \$800	
TOTAL HOUSE RENT INCLUDING CLEANING AND 12.75% TAX- Show base rent including cleaning, tax, and total to right (all 3 numbers- \$\$base rent +cleaning (partial weeks) +\$\$tax=\$total rent).	Base Rent Including Cleaning \$_____(1)+ +\$Tax\$_____=Total House Rent \$_____  Linen/Towel Service Add on\$_____  (Partial week price based on occupancy for linens)
TOTAL CHARGES (w/Linens/Towels) AND DEPOSIT	

(1) Half "Base Rent Including Cleaning" is due to reserve property, unless reserved in prior year. If reserved in prior year, \$300 due with contract and balance of "Half House Base Rent" due by Jan 5. In all circumstances 100% of all house rent and security deposit is due 60 days prior to the first date of the rental period.

CLEANING FEE IS \$500 AND IS A PART OF HOUSE RENT. IF YOU ARE USING A NIGHTLY RATE FROM QUOTE/CHART, THE CLEANING FEE OF \$500 IS TO BE ADDED TO CALCULATE "BASE RENT INCLUDING CLEANING". IF YOU ARE USING A WEEKLY RATE, THE CLEANING FEE OF 500 AND THE LINEN/TOWEL SERVICE IS INCLUDED IN THE QUOTE/CHART. FOR PARTIAL WEEKS, LINEN PRICE WILL BE BASED ON OCCUPANCY.

Please mail signed contract and check to: Siesta Sunset LLC 4830 Hampton Oak Ct Clemmons NC 27012. 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 (SiestaSunset167@gmail.com) or text at 336-391-8575 You can phone us as well.

RENTER  
SIGNATURE-

DATE-

PRINT SIGNATURE-

MAILING ADDRESS-

EMAIL-

PHONE (H and C):

\*\*\*\*\* Please read elevator operating instructions upon arrival before using elevator. A hefty service fee will be paid by renter if elevator company has to be called for failure to operate properly.\*\*\*\*\* Initial\_\_\_\_\_

Pool- if anyone in party is caught or seen jumping from decks into pool you will be evicted immediately and forfeit deposits and rental fees. Do not change or tamper with any pool equipment. The pool service comes on Tuesdays and Saturdays.

Initial \_\_\_\_\_