

Welcome to Bama Breeze  
5 Bedroom 5.5 Bath  
Private Pool and Elevator  
432 E. 6<sup>th</sup> St. Ocean Isle Beach, NC



## RENTAL CONTRACT & RULES

Thank you for renting our home. We hope you have an enjoyable experience while vacationing at Ocean Isle Beach and that our home, with its many amenities, enhances your stay. Please carefully review this agreement, print, sign and return it along with the rental deposit. If you have any questions or need clarification about your rental, please do not hesitate to call John at 803-367-3645 or Kim at 765-438-5359.

### Reservation Terms Summary

The following standard terms establish safe and secure expectations for the Tenant and Landlord/Owner.

**Securing Your Reservation:** 50% deposit of the total amount due must be paid in order to secure the reservation. Check or Venmo (Friends and Family Only) of 50% of the gross amount due, including tax. For rental periods within 60 days of the check in date, the entire amount is due with the rental agreement.

**Balance Due:** Remainder is due 60 days prior to check-in date.

**CANCELLATIONS:** If a guest cancels their reservation 61 days or greater before their check-in date then a full refund of the deposit will be issued. Cancellations made 60 days or earlier before the check in date, will result in 50% forfeiture of the full rental fee. Cancellations made within 30 days of the check in date, will result in no refunds.

The guests security deposit will be returned once the property is inspected and the property is left in satisfactory condition no later than 15 business days.

**VACATION RENTAL CONTRACT:** THIS IS A VACATION RENTAL AGREEMENT UNDER THE NORTH CAROLINA VACATION RENTAL ACT, N.C.G.S 42A. 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. TENANT'S SIGNATURE ON THIS AGREEMENT, OR PAYMENT OF MONEY OR TAKING POSSESSION OF THE PROPERTY AFTER RECEIPT OF THE AGREEMENT, IS EVIDENCE OF TENANT'S ACCEPTANCE OF THE AGREEMENT AND TENANT'S INTENT TO USE THIS PROPERTY FOR A VACATION RENTAL. IN THE EVENT THAT ANY TERM OF THIS AGREEMENT VARIES FROM ANY TERM SET FORTH ON VRBO, AIRBNB, THE OWNER'S WEBSITE, OR ANY OTHER 3<sup>RD</sup> PARTY SITE, THE TERMS SPECIFIED IN THIS AGREEMENT SHALL GOVERN ABSENT WRITTEN CONFIRMATION OF A CHANGE.

**RENTAL:** The Tenant agrees to lease from the Landlord and the Landlord Agrees to lease to the Tenant the Property at the above listed address. Landlord and Tenant understand and agree that the property is a vacation rental. The tenant is a transient guest or seasonal tenant and must leave at the conclusion of the rental period.

**SECURITY DEPOSIT:** Any Security Deposit provided for the above may be applied to actual damages caused by the Tenant as permitted under the Tenant Security Deposit Act. Providing there is no damage caused by the guest, and no linen damages, the full amount of the security deposit will be returned within 15 business banking days of the termination date (check out date).

**NON-LIABILITY of the LANDLORD:** This agreement is entered into based upon Tenant's independent knowledge of the Property or the representations specifically contained in this agreement and made by the Landlord or his agents.

**PROPERTY USE:** The Tenant shall take possession of and use the Property only as a short term weekly or nightly rental for not more than the maximum number of persons allowed by the Landlord, which is 16 people maximum. The Tenant shall not use the Property for any business, professional, or unlawful purposes. There shall be no alterations to the Property and no fixtures, appliances, or air conditioners shall be installed without the written consent of the Landlord. The Tenant affirms he/she is at least twenty-five (25) years of age to book and if your group is not related, the average age of all adults (not including children) must be 25 years old or older. We do not allow people to book for other people, the person who makes and pays for the reservation must also stay in the home. The Tenant is solely responsible for placing all trash and recyclables in the exterior bins for pickup in accordance with the schedules provided by the Landlord.

**AGREEMENT AND TENANT DEFAULT:** This lease is valid only when accepted via booking acceptance by the Landlord via this document or through the VRBO site and may be terminated by the Landlord upon default of any payment or other obligation of the Tenant as outlined in the lease.

**AMENITIES:** The Landlord shall furnish blankets, comforters, pillows, linens (See Detail Below), appliances, air conditioning, heating, televisions, pool, hot tub, basketball pool combo unit, outdoor grill, etc..... All items are not guaranteed to be functional; however, repairs or replacements will be made as soon as reasonably possible based on availability.

LINENS: Linen service includes a top sheet, fitted sheet, and 2 pillow cases. 1 set of towels will be provided per person. (1 set includes: 1 body towel, 1 hand towel, 1 washcloth, and 1 beach towel)

**RENTABILITY:** If the leased premises are destroyed by fire not caused by Tenants, hurricane, storm, other casualty or acts of God so as to be unfit for occupancy, either prior to or during the term of the lease, the Landlord shall return an equitable, prorated share of any rents that may have been paid in advance. Money will be returned within 15 business banking days.

**PROPERTY RULES:** Tenant agrees to the Landlord's rules as covered in the "Rules" attachment. The Rules Attachment must be signed and returned with this contract.

**EXPEDITED EVICTION:** A material breach of this Agreement by Tenant, which, in the sole determination of the Agent or Owner, results in damage to the Premises, personal injury to Tenant or others, a breach of the peace, a nuisance to others, or a violation of law or local code, shall be grounds for termination of Tenant's tenancy. If the tenancy created hereunder is for 30 days or less, the expedited eviction procedures set forth in the Vacation Rental Act will apply. Tenant may be evicted under such procedures if Tenant: (i) holds over in possession after Your tenancy has expired; (ii) commits a material breach of any provision of this Agreement that according to its terms would result in the termination of Tenant's tenancy; (iii) fails to pay rent as required by this Agreement; or (iv) obtains possession of the premises by fraud or misrepresentation.

**RIGHT OF ENTRY:** Tenant agrees that Agent or Owner may enter the Premises during reasonable hours to inspect the Premises, to make such repairs, alterations, or improvements thereto as Agent or Owner may deem appropriate, or to show Premises to prospective purchasers or tenants.

**ASSIGNMENT:** Tenant shall not assign this Agreement or sublet the Premises in whole or part without written permission of Agent or Owner.

**DISPUTES:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of North Carolina. Any action relating to this Agreement shall be instituted and prosecuted only in the courts of Brunswick County, North Carolina. Tenant specifically consents to such jurisdiction and to extraterritorial service of process. Tenant shall be responsible for all legal fees and court costs incurred by Agent or Owner in the enforcement of their rights or Tenant's obligations under this Agreement.

**MISCELLANEOUS:** This Agreement, together with the attachments referenced herein and attached hereto, constitutes the entire agreement between the parties relating to the subject matter hereof, and supersedes all prior written oral negotiations, representations, or agreements. No modification of this Agreement shall be binding on either party unless it is in writing signed by both parties. Each section, subsection or paragraph of this Agreement shall be deemed severable and if for any reason any portion of this Agreement is unenforceable, invalid or contrary to any existing or future law, such unenforceability or invalidity shall not affect the applicability or validity of any other portion of this Agreement. For all purposes hereunder, emailed, or electronic signatures shall be deemed to be originals, and such signatures shall be given the same effect as would an original signature. THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

**CONFIRMATION:** Confirmation of the agreement occurs when Tenant agrees to the terms and rules and mails or emails the signed agreement to the address or email address below along with deposit funds and the landlord accepts the deposit and confirms via email.

**INDEMNIFICATION AND HOLD HARMLESS:** Tenant agrees to indemnify and save harmless the Agent and the Owner for any liabilities, theft, damage, cost or expense whatsoever (including but not limited to attorneys' fees) arising from or related to any claim or litigation which may arise out of or in connection with Tenant's use and occupancy of the Premises, including but not limited to, any claim or liability for personal injury, damage or theft of property or theft of property or infringement of intellectual property rights (e.g., illegally downloading video, audio or text files via any internet service located at the Premises) which is caused, made, incurred or sustained by Tenant as a result of any cause, unless caused by the gross negligence or willful conduct of Agent or Owner, or the failure of Agent or Owner to comply with the Vacation Rental Act. Tenant agrees to indemnify and save harmless the Agent and Owner for injury or death caused while using any items provided by the Owner including but not limited to the pool, hot tub, bikes, gas grill, all contents inside of the property and outside of the property, etc... The term "Agent" and "Owner" as used in this Agreement shall include their respective members, managers, heirs, successors in interest, assigns, employee's agents, and representatives where the context requires or permits. The terms "Tenant," "You," and "Your" as used in this Agreement shall include Tenant's heirs, successors, assigns, guests, invitees, representatives, and other persons on the Premises during Tenant's occupancy (without regard to whether such persons have authority under this Agreement to be upon the Premises), where the context requires or permits.

When agreeing to this contract the tenant understands and agrees to the terms of this agreement as of the Reservation Date. The tenant also acknowledges that, by agreeing to this contract, he/she executes this agreement both individually and on behalf of ALL individuals staying at the property or visiting the property during the rental period.

Any and all interest earned or accrued on deposits and advance payment will be for the owner not the guest. Advance rent payments and all Security Deposits are held in a trust account at Truist Bank, Clover, SC. Partial early withdrawals of advance rent are permitted by owner, but only in accordance with the NC Vacation Rental Act.

## **PROPERTY RULES**

1. **No smoking of any kind is permitted anywhere on the property** (including the pool area and driveways): This includes the use of tobacco, cannabis, e-cigarettes, cigars, pipes, vaping, etc. Smoking on the premises will result in immediate termination of occupancy without refund and is subject to a \$500 cleaning fine.
2. Absolutely no house parties are permitted. Should a house party occur at the property, occupancy will be terminated without refund, and a \$500 fine will be imposed.
3. Please do not spray sunscreen inside the home. A cleaning fee may be incurred to remove spray sunscreen from walls, floors, or other items.
4. Pillows, comforters, linens and blankets are provided by the owner. If any are damaged or destroyed, a deduction from the security deposit will be taken for replacement of damaged items. Make-up should be removed prior to using pillows or bedding.
5. Locked closets are the property of the owner and are not to be opened under any conditions.
6. Fireworks are illegal in North Carolina. Violators on the property will be subject to a \$500 fine.
7. No mobile sleeping units (such as campers or RVs) can be parked or used at the home for any purpose, including sleeping, cooking or for any other use.
8. The owner will make all reasonable efforts to keep all equipment and appliances in good repair. When the tenant checks in and during their stay, if anything is discovered to not be working, the owner must be notified immediately. There will be no refunds given due to the malfunctioning or breakdown of appliances, air conditioning, televisions, or any other property, equipment or services. Repairs or replacements will be made as quickly as possible.
9. Tenants are not permitted to have commercial vehicles, jet ski storage, trailers, boats, or large barbecue equipment on the property.
10. Tenants will not adjust refrigerator settings. When filling a refrigerator full of warm items, it takes 24-48 hours to adjust back to normal. Setting it at a colder temperature will strain the refrigerator. Please give the refrigerator a chance to adjust before calling to report a problem.
11. Check-in time is 4:00 p.m. Eastern US. No tenant is permitted in the home before 4:00 p.m. unless previous arrangements have been made with the owner. Check out time is 10:00 a.m.
12. **ELEVATOR USE:** Improper use of the elevator by guests is the single largest contributor to unnecessary service calls. We want your stay to be trouble-free, so please take the time to read the operating instructions in the elevator upon arrival or call the owners with questions. Any required service calls that are not a result of an elevator mechanical issue and are the result of guest misuse will result in a \$250 service call fee back to the guest. Please always have a cell phone with you when in the elevator. Children are not permitted to ride the elevator without an adult with them.
13. Security device interference: Please do not tamper with or remove the approved and appropriately disclosed security and monitoring devices on the property
14. Jumping from balconies into the pool is strictly prohibited. Balconies are to be used for their intended use only.
15. Please use only plastic drinkware at the pool - NO GLASS! There is plastic drinkware made available to guests which can be found in the kitchen.
16. There is a strict, no-pet policy. Pets/animals are not permitted on the property. Any unauthorized pet of any kind on the premises, including decks, carport, pool, etc. is absolutely prohibited and is grounds for expedited eviction of the entire party and forfeiture of all money paid as provided in this Rental Agreement. Guest also understands and agrees that a violation of the pet policy will also result in the loss of the security deposit. This is not a pet-free house. The Owners have 2 dogs that may be on property from time to time.
17. **Arrival:** Upon receipt of final payment, or approximately 10 days prior to your arrival, detailed information, including directions and property access codes will be sent to the guest who signed the contract.
18. **Departure:**
  - a. Before leaving, straighten up and ensure everything is in order as you found it upon arrival. Make sure to collect all your belongings prior to departure. Close and lock every door and window, and make sure all appliances are turned off (except for the refrigerators). Make sure all dishes are clean and returned to their appropriate location. Remove all trash and recyclables from the home and

place in the proper cans on the side of the property. Failure to remove trash from the unit will result in additional fees.

- b. Please adjust the AC to 73 degrees upon departure (on both thermostats). During the winter months, adjust the heat to 65 degrees.
- c. Check out time is 10:00 am Eastern US, which is FIRM. Nobody is to be in the home or on the property after 10:00 am unless prior arrangements have been made with the owner. Tenants will be charged \$200 per hour for any violation of this rule.
- d. If the tenant has used the gas grill, it is their responsibility to clean it prior to departure. If the grill is not cleaned upon departure, there will be an additional \$100 fee.

19. **Security Cameras:** There are three security cameras on the outside of the property in clearly visible locations. These cameras are in place to verify occupancy, provide security, and confirm adherence with the Agreement. None of the cameras are positioned in a way that they can see inside the property or over the outside shower. There are no cameras located inside the property. The camera notifications are turned off after check in unless we are notified by a neighbor about a potential noise disturbance, safety concern, or parking issue. Tampering with the cameras in any way will forfeit the deposit and result in eviction from the home.
20. **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 guests arrive.
21. **OCCUPANCY :** The maximum number of people allowed is 16. 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 guest below. We reserve the right to refuse occupancy, if we feel the occupancy could be detrimental to the property.
22. **RESERVATION FEE:** Unlike the local realtors, we DO NOT charge reservation FEES.

When agreeing to these house rules via signature the tenant understands and agrees to the rental contract and house rules. If there is any contradiction between this document and any website, this document takes precedent.

We offer two convenient methods of sending your signed reservation contract to us.

By Mail send the fully executed contract along with the required deposit to the address below

Bama Breeze of OIB  
P.O. Box 41  
Clover, SC 29710

By Email, just sign, scan and email the fully executed contract to the below email address

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

Our venmo account is @BamaBreezeOIB

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

# GUEST DETAIL INFORMATION

**432 East 6<sup>th</sup> St Ocean Isle Beach, NC- PLEASE COMPLETE FULLY BELOW AND INITIAL**

	GUEST DETAILS AND INFORMATION	INITIAL												
NAME OF PERSON RESPONSIBLE-MUST BE SAME PERSON(S) SIGNING CONTRACT														
NUMBER IN PARTY	ADULTS (AGED 25 AND UP): _____ YOUNG ADULTS (AGED 18-24): _____ TEENS (AGED 13-17): _____ CHILDREN (AGED 12 AND UNDER): _____  TOTAL IN PARTY: _____													
GROUP TYPE (EG, FAMILY, COUPLES, GOLF, OTHER)														
EXTRA BATH TOWELS	# OF EXTRA BATH TOWELS: _____ (\$5 PER EXTRA BATH TOWEL)													
POOL HEAT OPTION (MAR – MAY OR SEPT – NOV) 3 DAY MINIMUM \$120.00 PER DAY	# OF DAYS REQUESTED: _____ TOTAL COST: _____													
CHECK IN DATE														
CHECK OUT DATE														
# OF NIGHTS IN STAY														
SECURITY DEPOSIT-\$600	CHECK: _____ VENMO: _____ @BamaBreezeOIB													
<p style="text-align: center;"><u>Rental Cost Breakdown</u></p> <div style="border: 1px solid black; padding: 10px; min-height: 300px; display: flex; align-items: center; justify-content: center;"> <div style="border: 1px solid black; padding: 5px; width: 80%;">Total Cost of Stay</div> </div>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; padding: 5px;">Rent including Cleaning and Linens</td> <td style="border: 1px solid black; width: 100px; height: 25px;"></td> </tr> <tr> <td style="border: 1px solid black; padding: 5px;">Additional Linen Fees (If applicable)</td> <td style="border: 1px solid black; width: 100px; height: 25px;"></td> </tr> <tr> <td style="border: 1px solid black; padding: 5px;">Pool Heating Fee</td> <td style="border: 1px solid black; width: 100px; height: 25px;"></td> </tr> <tr> <td style="border: 1px solid black; padding: 5px;">Sub-Total</td> <td style="border: 1px solid black; width: 100px; height: 25px;"></td> </tr> <tr> <td style="border: 1px solid black; padding: 5px;">Tax (12.75%)</td> <td style="border: 1px solid black; width: 100px; height: 25px;"></td> </tr> <tr> <td style="border: 1px solid black; padding: 5px;">Total Cost w/ Taxes</td> <td style="border: 1px solid black; width: 100px; height: 25px;"></td> </tr> </table>	Rent including Cleaning and Linens		Additional Linen Fees (If applicable)		Pool Heating Fee		Sub-Total		Tax (12.75%)		Total Cost w/ Taxes		
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Total Cost w/ Taxes														

Amount Due at Booking (50% of Total with taxes)

Amount Due 60 Days Before Arrival Date (Balance of Total plus Damage Deposit)

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

Guest Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_

Phone Number: \_\_\_\_\_