4th & Tides Rental Contract & Rules

Welcome to 4th & Tides

4 Bedrooms · 4.5 Baths · Private Heated Pool and Elevator · Steps from Two Beach Accesses

452 E. Fourth St., Ocean Isle Beach, NC 28469

Thank you for renting our home. We hope you have an enjoyable stay at Ocean Isle Beach and that our home and its amenities make your vacation even better. Please review this agreement carefully and sign it through OwnerRez. If you have any questions about your rental, please call Andy Osherow at 704-277-6522 or Miki Osherow at 704-995-3836.

Reservation Terms Summary

The following standard terms set clear, secure expectations for the Tenant and the Owner. They apply to all reservations, whether booked directly or through VRBO or another third-party site.

Securing Your Reservation: A deposit of 50% of the total amount due, including tax, is required to secure the reservation. For reservations made within 60 days of the check-in date, the entire amount is due at booking.

Balance Due: The remaining balance is due 60 days before the check-in date.

Payment Methods: Direct bookings may be paid by credit card through OwnerRez (processed by Stripe) or by Venmo to our business account, @FourMonksProperties. Credit card payments are subject to a 2.75% processing fee. Checks are not accepted. Bookings made through VRBO are paid through VRBO.

Cancellations:

- **61 or more days before check-in:** 100% of all payments made will be refunded.
- **31 to 60 days before check-in:** The 50% reservation deposit is forfeited. Any amount paid beyond the deposit will be refunded.
- **30 days or less before check-in:** No refund. The full rental amount is forfeited.

Security Deposit: A $600 security deposit is required for all reservations. It will be returned no later than 15 business days after check-out, once the property has been inspected and found in satisfactory condition.

Vacation Rental Agreement

VACATION RENTAL CONTRACT: THIS IS A VACATION RENTAL AGREEMENT UNDER THE NORTH CAROLINA VACATION RENTAL ACT, N.C.G.S. CHAPTER 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 THIS AGREEMENT, IS EVIDENCE OF TENANT'S ACCEPTANCE OF THE AGREEMENT AND TENANT'S INTENT TO USE THIS PROPERTY FOR A VACATION RENTAL. IF ANY TERM OF THIS AGREEMENT

DIFFERS FROM ANY TERM ON VRBO, AIRBNB, THE OWNER'S WEBSITE OR ANY OTHER THIRD-PARTY SITE, THE TERMS OF THIS AGREEMENT SHALL GOVERN UNLESS A CHANGE IS CONFIRMED IN WRITING.

RENTAL: The Tenant agrees to lease from the Owner, and the Owner agrees to lease to the Tenant, the property at 452 E. Fourth St., Ocean Isle Beach, NC 28469 (the "Property"). The Owner and Tenant understand and agree that the Property is a vacation rental. The Tenant is a transient guest and must leave at the end of the rental period.

SECURITY DEPOSIT: The security deposit may be applied to actual damages caused by the Tenant, as permitted under the North Carolina Tenant Security Deposit Act. If there is no damage caused by the Tenant or their guests, including no damage to linens, the full security deposit will be returned within 15 business days of the check-out date.

NON-LIABILITY OF THE OWNER: This agreement is entered into based on the Tenant's independent knowledge of the Property or the representations specifically contained in this agreement and made by the Owner.

PROPERTY USE: The Tenant shall use the Property only as a short-term weekly or nightly rental, for no more than 10 people. The Tenant shall not use the Property for any business, professional or unlawful purpose. No alterations may be made to the Property, and no fixtures, appliances or air conditioners may be installed without the Owner's written consent. The Tenant affirms that he or she is at least 25 years of age. Reservations may not be made on behalf of others: the person who makes and pays for the reservation must also stay at the Property. The Tenant is responsible for placing all trash and recyclables in the outdoor bins for pickup according to the schedule provided by the Owner.

AGREEMENT AND TENANT DEFAULT: This agreement is valid only when the Owner accepts the booking, either directly through OwnerRez or through VRBO. The Owner may terminate this agreement if the Tenant fails to make any payment or meet any other obligation in this agreement.

AMENITIES: The Owner will provide blankets, comforters, pillows, linens (see below), appliances, air conditioning, heating, televisions, a private heated pool, an elevator, an outdoor grill, a tiki bar with TV, beach and pool gear, and family board games. Amenities are not guaranteed to be working at all times; however, repairs or replacements will be made as soon as reasonably possible.

LINENS AND CLEANING: The $600 cleaning fee includes cleaning and linens. Linen service includes a top sheet, a fitted sheet and 2 pillowcases per bed. One towel set is provided per person, consisting of 1 bath towel, 1 hand towel, 1 washcloth and 1 beach towel. Extra bath towels are $5 each.

RENTABILITY: If the Property is destroyed or made unfit for occupancy by fire not caused by the Tenant, hurricane, storm, other casualty or act of God, either before or during the rental period, the Owner will return a fair, prorated share of any rent paid in advance. Money will be returned within 15 business days.

PROPERTY RULES: The Tenant agrees to follow the Owner's Property Rules, which are part of this agreement.

EXPEDITED EVICTION: A material breach of this agreement by the Tenant that, in the sole determination of the Owner, results in damage to the Property, personal injury to the Tenant or others, a breach of the peace, a nuisance to others, or a violation of law or local code shall be grounds for terminating the

Tenant's tenancy. If the tenancy is for 30 days or less, the expedited eviction procedures of the Vacation Rental Act will apply. The Tenant may be evicted under those procedures if the Tenant: (i) remains in possession after the tenancy has expired; (ii) commits a material breach of any provision of this agreement that, according to its terms, would result in termination of the tenancy; (iii) fails to pay rent as required by this agreement; or (iv) obtains possession of the Property by fraud or misrepresentation.

RIGHT OF ENTRY: The Tenant agrees that the Owner may enter the Property during reasonable hours to inspect it, to make repairs, alterations or improvements the Owner considers appropriate, or to show the Property to prospective buyers or tenants.

ASSIGNMENT: The Tenant shall not assign this agreement or sublet the Property, in whole or in part, without the Owner's written permission.

DISPUTES: This agreement is governed by and interpreted under the laws of the State of North Carolina. Any action relating to this agreement shall be brought only in the courts of Brunswick County, North Carolina. The Tenant consents to that jurisdiction and to service of process outside the state. The Tenant is responsible for all legal fees and court costs the Owner incurs in enforcing the Owner's rights or the Tenant's obligations under this agreement.

MISCELLANEOUS: This agreement, together with the Property Rules and the Guest Detail Information form, is the entire agreement between the parties and replaces all prior written or oral negotiations, representations or agreements. No change to this agreement is binding unless it is in writing and signed by both parties. Each section of this agreement is severable: if any part is found unenforceable or invalid, the rest of the agreement remains in effect. Electronic signatures, including signatures made through OwnerRez, have the same effect as original signatures. THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

CONFIRMATION: This agreement is confirmed when the Tenant signs it through OwnerRez and pays the required deposit, and the Owner accepts the deposit and confirms the reservation by email.

INDEMNIFICATION AND HOLD HARMLESS: The Tenant agrees to indemnify and hold harmless the Owner from any liability, theft, damage, cost or expense of any kind (including attorneys' fees) arising from any claim or lawsuit related to the Tenant's use and occupancy of the Property. This includes, but is not limited to, claims for personal injury, damage to or theft of property, and infringement of intellectual property rights (for example, illegally downloading video, audio or text files through the Property's internet service), unless caused by the gross negligence or willful misconduct of the Owner, or the Owner's failure to comply with the Vacation Rental Act. The Tenant also agrees to indemnify and hold harmless the Owner for injury or death resulting from the use of any items provided by the Owner, including but not limited to the pool, elevator, gas grill, beach and pool gear, and all contents inside and outside the Property. "Owner" includes the Owner's members, managers, heirs, successors, assigns, employees, agents and representatives. "Tenant," "You" and "Your" include the Tenant's heirs, successors, assigns, guests, invitees, representatives and any other persons on the Property during the Tenant's occupancy, whether or not they are authorized to be there.

By agreeing to this contract, the Tenant accepts its terms as of the reservation date and signs it both individually and on behalf of all persons staying at or visiting the Property during the rental period.

TRUST ACCOUNT: Advance rent payments and security deposits are held in a trust account at First Horizon Bank, 301 S. McDowell St., Charlotte, NC 28202. Any interest earned on deposits and advance payments belongs to the Owner, not the Tenant. The Owner may make partial early withdrawals of advance rent only as permitted by the North Carolina Vacation Rental Act.

Property Rules

1. **No smoking.** Smoking of any kind is not allowed anywhere on the Property, including the pool area and driveway. This includes tobacco, cannabis, e-cigarettes, vaping, cigars and pipes. Smoking on the Property will result in immediate termination of occupancy without refund and a $500 cleaning fine.
2. **No parties.** No parties or gatherings are allowed, and only the guests listed in this rental agreement may be on the Property. If a party occurs, occupancy will be terminated without refund and a $500 fine will be charged.
3. **No spray sunscreen indoors.** A cleaning fee may be charged to remove spray sunscreen from walls, floors or furnishings.
4. **Bedding.** Pillows, comforters, linens and blankets are provided by the Owner. Please remove makeup before using pillows or bedding. The cost of replacing damaged or destroyed items will be deducted from the security deposit.
5. **Locked closets.** Locked closets belong to the Owner and may not be opened under any circumstances.
6. **No fireworks.** Fireworks are illegal in North Carolina. Using them on the Property will result in a $500 fine.
7. **Vehicles.** Campers, RVs and other mobile sleeping units may not be parked or used at the Property for any purpose. Commercial vehicles, trailers, boats, jet skis and large barbecue equipment are also not allowed on the Property.
8. **Repairs.** The Owner will make every reasonable effort to keep equipment and appliances in good repair. If anything is not working at check-in or during your stay, notify the Owner right away. No refunds will be given for the malfunction or breakdown of appliances, air conditioning, televisions or any other equipment or services. Repairs or replacements will be made as quickly as possible.
9. **Refrigerator.** Please do not adjust refrigerator settings. A refrigerator filled with warm items takes 24 to 48 hours to return to normal, and a colder setting strains it. Please allow time to adjust before reporting a problem.
10. **Check-in and check-out.** Check-in is 4:00 p.m. Eastern. No one may enter the home before 4:00 p.m. unless arranged in advance with the Owner. Check-out is 11:00 a.m. Eastern.
11. **Elevator.** Please read the operating instructions posted in the elevator when you arrive, or call the Owner with questions. Any service call caused by guest misuse rather than a mechanical problem will be charged to the Tenant at $250. Always carry a cell phone when riding the elevator. Children may not ride the elevator without an adult.
12. **Security devices.** Do not tamper with or remove the security and monitoring devices on the Property.
13. **Balconies.** Jumping from balconies into the pool is strictly prohibited. Balconies may be used only for their intended purpose.

14. **Pool safety.** Children may not use the pool without adult supervision. Diving is not allowed. No glass is allowed in or near the pool; plastic drinkware is provided in the kitchen.
15. **No pets.** No pets or animals of any kind are allowed anywhere on the Property, including decks, carport and pool areas. An unauthorized pet is grounds for expedited eviction of the entire party, forfeiture of all money paid, and loss of the security deposit.
16. **Arrival.** Directions, key information and door access codes will be sent to the guest who signed the contract one week before check-in.
17. **Departure.**
    a. Before leaving, tidy the home and leave everything as you found it. Collect all of your belongings. Close and lock all doors and windows, and turn off all appliances except refrigerators. Clean all dishes and put them away.
    b. Remove all trash and recyclables from the home and place them in the outdoor bins. Failure to remove trash will result in additional fees.
    c. Check-out at 11:00 a.m. Eastern is FIRM. No one may be in the home or on the Property after 11:00 a.m. unless arranged in advance with the Owner. Late check-out will be charged at $200 per hour.
    d. If you use the gas grill, please clean it before you leave. A $100 fee will be charged if the grill is not cleaned.
18. **Security cameras.** There are security cameras on the outside of the Property near the entrance to the house, the pool and the side gates. They are used to verify occupancy, provide security and confirm compliance with this agreement. There are no cameras inside the house. Tampering with the cameras in any way will result in forfeiture of the security deposit and eviction.
19. **Inspection.** The Property will be inspected after you leave. If anything is damaged during your stay, please report it when it happens so we can repair it before the next guests arrive.
20. **Occupancy.** The maximum number of guests is 10. Town ordinance does not allow additional guests to sleep in vehicles, trailers or boats on the Property. We rent to families and responsible groups. Misrepresenting your party will result in immediate termination of this agreement, removal from the Property and loss of the rental fee. Each overnight guest beyond the number listed in this agreement will be charged $200 per person per night. The Owner reserves the right to refuse occupancy if it could harm the Property.

By signing, the Tenant confirms that he or she understands and agrees to the rental agreement and these Property Rules. If anything in this document conflicts with any website, this document governs.

Signing and Payment

This agreement is signed electronically through OwnerRez. You will receive a link to review and sign it when you book.

- **Credit card:** Pay through OwnerRez (processed by Stripe). A 2.75% processing fee applies.
- **Venmo:** Pay to our business account, **@FourMonksProperties**.
- **VRBO bookings:** Payments are made through VRBO.
- **Checks:** Not accepted.

We do not charge a reservation fee.

Guest Detail Information

452 E. Fourth St., Ocean Isle Beach, NC 28469. Please complete every line and initial each one.

Item	Details	Initials
Name of person responsible (must be the person signing this contract, age 25 or older)		
Adults (age 25 and up)		
Young adults (age 18–24)		
Teens (age 13–17)		
Children (age 12 and under)		
Total in party (maximum 10)		
Group type (family, couples, golf, other)		
Check-in date		
Check-out date		
Number of nights		
Extra bath towels ($5 each)	Number:	
Pool heat ($100 per day, 3-day minimum; March–May and September–November only)	Days requested:	
Security deposit ($600)	Paid by: card / Venmo	

Rent, the $600 cleaning fee, optional add-ons, the 12.75% tax and any card processing fee are itemized in your OwnerRez quote.

Signature

By signing below, the undersigned understands and agrees to the terms of this agreement and the Property Rules. This contract is the full agreement between the parties.

Guest signature: _____

Printed name: _____

Date signed: _____

Mailing address: _____

City, state, ZIP: _____

Email: _____

Phone number: _____

Payment	Amount
Due at booking (50% of total, including tax)	
Due 60 days before check-in (remaining balance plus $600 security deposit)	