



Island Real Estate
Cathy Medlin

RENTAL AGREEMENT

THIS IS THE 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. THE MANAGEMENT FIRM SHALL CONDUCT ALL BROKERAGE ACTIVITIES IN REGARD TO THIS AGREEMENT WITHOUT RESPECT TO THE RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, HANDICAP OR FAMILIAR STATUS OF ANY TENANT. (N.C.G.S. 42-A)

TERMS AND CONDITIONS: In consideration of the rent received and mutual promise herein, the Owner of the subject property, through Island Real Estate, Inc. (IRE), his/her Agent, does hereby lease and rent to the Guest (the person whose name appears below) the certain property described above (the Premises), under the following terms and conditions:

- 1. Agency Disclosure:** Island Real Estate, Inc. is the agent of the owner of the subject property and represents the interest of that owner. Rental Agreement is subject to the North Carolina Vacation Rental Act (VRA).
- 2. Property Description:** We have tried to provide accurate information but cannot be held responsible for errors, omissions or changes. Island Real Estate, Inc., cannot guarantee the presence of particular listed furnishings because they may change from time to time depending upon the owner's wishes. Every rental property is privately owned and reflects that individual owner's tastes. It is the responsibility of the Guest to ensure that this property meets his/her requirements for space, accommodations, physical condition and amenities. Some things are beyond our control: weather, TV and other electronic breakdowns, cable, Internet or phone on the "fritz," construction nearby, beach access location, etc. Our staff will make every effort to make your stay a pleasant one, but some things are beyond our control and do not entitle you to a refund. Linens may be provided for an additional fee on confirmed reservations. Advanced notice is necessary. Linens are not included unless specified. (\$20 - \$25 per bed, depending on bed size, including bath linen.)
- 3. Occupancy:** Guest agrees that the maximum occupancy stated on the front side shall not be exceeded at any time. Occupancy count includes children of all ages and guests of Guest. Tenancy is for family groups only. Non-family groups include, but are not limited to, groups of high-school and college-aged people. House parties organized to celebrate graduation, proms, fraternity, sorority, or other school functions are specifically not allowed. House parties will be evicted immediately. Any group renting this property under false pretenses will be immediately evicted. Identification shall be presented if requested. Guest signing this Agreement shall be 25 or more years old and actually take possession of the property. NO refund will be given if occupancy is terminated as a result of a violation of our rental regulations. We reserve the right to discontinue occupancy if, in our sole opinion, it is detrimental to the premises. No hook-ups allowed of tents, campers or motor homes.
- 4. If this tenancy is for less than thirty days,** Guest is subject to expedited eviction as set forth in Article 4 of the N.C. Vacation Rental Act (NCGS 42-A). Events that would constitute material breach of this agreement by guest and terminate tenancy include but are not limited to: damage to the property, pets in a non-pet Property, smoking in any Property, nonpayment of rent, hold over in possession beyond check-out time, house parties, property rental obtained through fraud or misrepresentation, and violations of the NC Vacation Rental Act which are hereby incorporated into this Agreement.
- 5. Guest agrees that all payments,** including the Security Deposit, will be placed in an insured, interest-bearing, trust account with Coastal Bank & Trust, Holly Ridge, NC, with the interest accruing to Island Real Estate, Inc. Guest authorizes Agent to disburse prior to Guest's occupancy of the Premises, any fees owed to third parties to pay for any goods, services, or benefits procured by Agent for the benefit of Guest, including but not limited to any fees set forth herein payable to Agent for reservation, transfer or cancellation of Guest's tenancy. The Security Deposit may be applied toward actual damages and other deductions as permitted by the North Carolina Security Deposit Act. Vacation Damage Protection waiver insurance may be purchased in lieu of security deposit from Red Sky Travel Insurance.
- 6. Balance of payment** is due thirty days before check-in. No further notice will be given. No personal checks will be accepted after this deadline. Payments made after the deadline must be made by certified check, money order, cash or traveler's checks. A \$35 fee will be charged on all returned checks. Guest is responsible for sales and accommodation taxes calculated as of the date of occupancy. Taxes shall be disbursed upon termination of occupancy or material breach of this agreement. Reservation Deposit: A 50% deposit is required to confirm each reservation consisting of one-half of the rent, \$75 processing fee, security deposit, unless waiver is purchased (\$50), and trip insurance (unless waived). **YOUR RESERVATION DEPOSIT AND A SIGNED LICENSE AGREEMENT ARE NEEDED TO CONFIRM YOUR RESERVATION. ALL UNCONFIRMED RESERVATIONS WILL AUTOMATICALLY BE CANCELLED IF A DEPOSIT IS NOT RECEIVED WITHIN 48 HOURS OF MAKING THE RESERVATION. RESERVATIONS MADE ONLINE CAN CONFIRM WITH CREDIT CARD PAYMENT OR E-CHECK WITHIN 48 HOURS.**
- 7. CANCELLATION:** In the event of a cancellation (must be in writing, signed & dated), no monies will be refunded unless Agent is able to re-rent property for same time and rate. In that event, Guest will receive a refund less 20% and any other fees incurred on Guest's behalf. Cancellation requests can be sent via fax or US mail. (Also refers to Red Sky Trip Interruption Insurance if purchased.)
- 8. Red Sky Trip Cancellation/Interruption Insurance:** Vacation Rental Insurance has been made available with your reservation. Vacation Rental Insurance provides coverage for prepaid, nonrefundable expenses due to certain unforeseeable circumstances that may jeopardize your vacation investment and force you to incur unplanned expenses. We strongly recommend you purchase this valuable protection. Separate terms and conditions apply. Read your Description of Coverage/Policy carefully and contact Red Sky Travel Insurance at (866) 889-7409 with coverage questions.
- 9. Red Sky Rental Damage Coverage:** As a part of your stay, you may purchase a Vacation Rental Damage Protection plan designed to cover unintentional damages to the rental unit interior that occur during your stay provided they are disclosed to management prior to check-out. If purchased, the policy will pay a maximum benefit of \$1,500. Any damages that exceed \$1,500 or are not covered under the plan will be charged to the credit card on file. If, during your stay at one of our rental properties, an insured person causes any damage to real or personal property of the unit as a result of inadvertent acts or omissions, the Insurer will reimburse the Insured for the cost of repair or replacement of such property up to a maximum benefit of \$1,500. Certain terms and conditions apply. Full details of the Vacation Rental Damage coverage are contained in the Description of Coverage or Insurance Policy: <https://trippreserver.com/sun-trip-preserver/>. The Vacation Rental Security Deposit Waiver plan can be purchased up to, and including at, check-in. By submitting payment for this plan, you authorize and request Red Sky Travel Insurance to pay directly to IRE any amount payable under the terms and conditions of the Vacation Rental Damage. Please contact IRE directly if you do not wish to participate in this assignment.
- 10. If state or local authorities order a mandatory evacuation** of an area that includes the Premises, Guest must comply with that order. Guest shall not be entitled to any refunds if they did not purchase travel insurance. Guests that have purchased travel insurance should pursue a claim through Red Sky Travel Insurance to determine eligibility for their benefits. (Information regarding provided coverage is available at: <https://trippreserver.com/sun-trip-preserver/>)
- 11. In the event the Owner transfers this property prior to occupancy by Guest,** Guest has the right to enforce this agreement if the rental is to end 180 days or less after the transfer of ownership. If more than the above 180 days, Guest has no enforcement rights unless the Grantee agrees to honor this rental. However, Guest has a right to a refund of all monies paid less any insurance and reservation fees. IRE will promptly notify Guest if Property is transferred. (Refer to NC Vacation Rental Act.)
- 12. Substitution of Property:** In the event of unforeseen circumstances, a similar rental will be provided should the original guest rental become unavailable or uninhabitable. Guests will receive notification when possible.

13. Pets: Properties that do not allow pets prohibit pets of any kind anywhere on the premises. Guests found with a pet on the premises of a property that does not allow pets will be subject to immediate eviction. Pets found on properties that allow pets but where pet is undeclared and the pet fee is unpaid shall be charged **\$500 per pet**. Pets are welcomed in some properties: they are marked with a paw print 🐾. However, an additional **\$150** pet fee plus tax will be charged in "pet friendly" cottages.

14. No Smoking Properties: Use of cigarettes, e-cigarettes, pipes and cigars are prohibited inside all properties. **ALL PROPERTIES are "No Smoking."** Failure to observe this prohibition shall result in immediate eviction. (Smoking is permitted on decks)

15. CHECK-IN TIME IS FIRMLY SET FROM 3:00 PM AND 5:00 PM (OR LATER IF NECESSARY) ON THE DAY OF ARRIVAL. YOU MUST CHECK IN AT OFFICE. **DO NOT GO TO THE RENTAL PROPERTY PRIOR TO CHECK-IN.** **LATE ARRIVALS SHOULD MAKE PRIOR ARRANGEMENTS WITH IRE.** Many houses are ready by 3:00, but even houses ready by 5:00 are not considered to be late. Most of our larger houses are ready closer to 5:00. Please do not buy groceries before check-in. We cannot let you into homes that are not ready, nor can we provide refrigeration facilities. Two sets of keys will be issued at check-in. For security reasons, we have a limited number of keys available.

16. Check-out: All properties must be vacated by 10:00 AM on day of departure. Failure to do so will result in an extra day's rent being charged to credit card. Guest shall return all keys, passes, etc., to the IRE office or Guest will be charged a \$25 fee for each item not returned.

17. Telephones: Guest shall not charge any long distance call to the phone in the Premises. A \$10 per call service charge plus the cost of any such calls will be charged to the Guest. Please keep in mind; most units DO NOT have a phone.

18. Grills: Fines and prosecution may result from the use of grills on decks, porches or too near a building. (Check local fire codes for proper distance.)

19. Homeowners Association Rules: Guest agrees to abide by any applicable Homeowner Association rules or Owner's rules posted in the Premises.

20. Owner's Closets: The Premises may contain a locked owner's closet, chest or cabinet for the Owner's personal use and is not a part of this rental agreement.

21. Thermostats for heating and cooling shall not be set below 70 degrees for air conditioning nor above 75 degrees for heating. The refrigerator temperature dial shall not be set to anything other than midrange. The cost of unnecessary service calls shall be charged to Guest.

22. Guests locked out after hours will be charged a \$50 fee for IRE personnel to come unlock the door. After 9:00 pm the fee is \$75. All lockout fees are payable in cash at time agent responds.

23. Maintenance: Sometimes things break down. Report any inoperative appliances or equipment immediately. We will make every effort to have them repaired as soon as possible. **NO PRO-RATED REFUNDS WILL BE GIVEN FOR EQUIPMENT BREAKDOWNS OR UTILITY INTERRUPTIONS.** After hours and Sunday repairs will be for emergency situations only. Guest will be charged for unwarranted service calls.

24. Cleaning: IF CLEANLINESS OF PROPERTY IS NOT SATISFACTORY TO GUEST, IT MUST BE REPORTED WITHIN 2 HOURS OF TAKING OCCUPANCY. Report to office from 9AM – 5PM, Monday thru Saturday. After hours and on Sundays report to (910-617-7653). If not reported within 2 hours, IRE will consider the unit's condition as satisfactory. No refunds will be given. However, if reported within 2 hours, housekeeping staff will return to clean your list of unsatisfactory items.

25. Prior to Departure: Guest is responsible for completion of the items on the IRE cleaning list issued to Guest at check-in, including, but not limited to, washing all dishes, closing and locking windows and doors. **DIRTY RENTAL LINEN SHOULD BE REMOVED AND PLACED INSIDE THE FRONT DOOR. PLEASE DO NOT REMOVE COMFORTERS OR MATTRESS PADS FROM BEDS.** Housekeeping staff will remove them. Guest shall place all trash inside trash cart and roll it to the street prior to departure. Guest understands that IRE will charge Guest for failure to do the above items and also for picking up any excess garbage left by the trash service. All unopened, nonperishable food maybe donated to the Faith Harbor United Methodist Church food pantry by dropping it by Island Real Estate on your way home.

26. Agent Entry: Guest agrees that IRE or its agents may enter premises for purpose of effecting necessary repairs, maintenance, for showings or other necessary purposes.

27. Indemnity: Guest agrees to release, indemnify and hold harmless IRE and owner from and against all liability for injury to the person of the Guest, to any member of his party or any Guest resulting from any cause. This indemnification specifically includes use of any spas, swimming pools, hot tubs and whirlpools if on Premises.

28. Limitations of Remedies: At the beginning of occupancy, if Owner/Agent cannot provide the Premises in a fit and habitable condition or substitute a reasonably similar property, Guest hereby agrees that IRE and Owner's sole liability as a result of this condition is a full refund of all monies previously tendered by the Guest under this Rental Agreement. Guest expressly acknowledges that in no event shall IRE or the Owner be held liable for consequential or secondary damages, including, but not limited to, any expense incurred as a result of travel, re-renting, etc. Guest shall not be entitled to any refund due to unfavorable weather conditions, hurricane evacuation, failure of a major appliance or air conditioning system, or disruption of utility services including cable TV, phone or Internet service. Guest shall not hold IRE or Owner liable for acts of theft or vandalism or other damage to Guest's personal property. Provisions of this Agreement shall be construed according to North Carolina law in the event of a dispute. In the event of a dispute, both parties agree that any legal action may only be instituted in the county where this property is located.

29. Tenant's Duties: Guest agrees to comply with all obligations imposed by the NC Vacation Rental Act on Guest with respect to maintenance of the Premises, including but not limited to keeping the Premises clean and safe as conditions of the Premises permit and causing no unsafe or unsanitary conditions in the common areas and remainder of Premises the Guest uses. Guest agrees not to use the Premises for any activity or purpose that violates any criminal law or governmental regulation. Guest's breach of any duty contained in this paragraph shall be considered material, and shall result in the termination of tenancy. Guest shall report any existing damages found within **24 hours** of his/her arrival or be subject to being charged for said damages.

_____ Signature
_____ DATE