

Guest Registration Agreement

THIS GUEST RESERVATION APPLICATION AND AGREEMENT (the "Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between Frances Wolf and

GUEST NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
WORK PHONE: \_\_\_\_\_  
HOME PHONE: \_\_\_\_\_  
FACSIMILE: \_\_\_\_\_  
EMAIL: \_\_\_\_\_  
OCCUPATION: \_\_\_\_\_

WHEREAS, the Guest desires to reserve a vacation rental unit from Fran Wolf pursuant to the terms and conditions contained herein. NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements contained herein, the security deposit as required herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. 1355 Ocean Blvd W, Holden Beach, NC

Arrival Date: \_\_\_\_\_

Departure Date \_\_\_\_\_

**3. Rates, Accounting and Payment Schedule:**

\*30% due to reserve your vacation week.

\*40% of the balance is due 120 days prior to your arrival with the remaining \*30% balance due no later than 90 days prior to your arrival date.

\*\*\*\*The security deposit of \$1000 (fully refundable) will be held until your departure and returned pursuant to the rules of the final inspection.

ALL OTHER DEPOSITS OR PAYMENTS MUST BE MADE BY CERTIFIED BANK CHECKS ONLY.

Please list the names and ages of each person staying at the Property during your vacation.

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_
- 5. \_\_\_\_\_

- 6. \_\_\_\_\_
- 7. \_\_\_\_\_
- 8. \_\_\_\_\_
- 9. \_\_\_\_\_
- 10. \_\_\_\_\_

**5. Age Requirements:**

We will not rent to vacationing students or anyone under 25 years of age unless accompanied by a parent. Any reservation made under false pretenses will be subject to forfeiture of advance payment of rent and deposit, and the party will not be permitted to check-in or the party will be required to leave.

**7. Behavior:**

We reserve the right to evict, without refund and with 6 hour notice, any person who creates a disturbance or becomes a nuisance. Anyone involved in illegal activities in the home, and any violation of any of the house rules. Any of these actions will result in IMMEDIATE EVICTION and forfeiture of rent and deposit. Throwing and/or dropping ANY object from patios, balcony and/ or corridors are grounds for immediate eviction and forfeiture of rent and deposit.

**8. Cancellation Policy:**

Cancellation by guests once confirmation has been issued will result in forfeiture of total rental amount(s) received to date. This includes any interruption due to natural causes of nature, hurricane warnings, inclement weather, epidemics, pandemics or personal reasons. Refund of monies paid for rental and services will be made only under the following circumstances:

- A. The home becomes unfit for habitation and no equivalent substitute can be obtained; or
- B. The home is rebooked for the period of the initial booking. If a portion of the rental time is rebooked, a pro-rata refund will be made.
- C. If a re-rental is agreed upon after a cancellation, and a date has been agreed and secured by both parties with a re-booking confirmation (Fran Wolf and Renter) a second re-booking will not be recognized or secured if the re-booked day gets cancelled. Please purchase travel insurance in the event you need to cancel your reservation.

All refunds of rental and services payments, whether in whole or pro-rata, will be less a service fee of 30% assessed against the total guest booking.

*Please notify us immediately of a cancellation. If you purchased Travel Insurance, please notify the insurance company.*

**9. Hurricane Refund Policy:**

There will be no refund of monies paid, expenses incurred due to cancellation or evacuation of the above rented home due to inclement weather or any storm or hurricane. To protect against cancellations, interruptions or evacuations, we recommends that you purchase travel insurance.

## **10. Check-In and Check-Out Time:**

**Check-in time is 4:00 pm.** THERE ARE NO EXCEPTIONS TO Check-In TIME.

If a house is vacant and ready, early check-in is possible for an additional charge of \$100 per hour which charge must be paid in advance prior to check-in. This is not possible in peak season.

**Check-out time is 10:00 am** and must be strictly enforced so that the home owner has adequate time to prepare the Property for the next guest. Late checkouts will be subject to an additional charge of \$250 per hour. Late check outs are not allowed in peak season. Please leave keys before leaving. Lost Keys are \$25 per key. Lock out charges are \$50 per lock out.

## **11. Cleaning:**

The renters agree to leave the home undamaged, clean and safe throughout your stay to not create unsafe conditions or surrounding for persons staying or visiting the home stated above before you depart. We ask that all dirty dishes are placed in the dishwasher and turned on before departure. Please do not leave more than 4 loads of laundry. We are not responsible for items left behind after check-out.

Maid service and other cleaning arrangements during your stay are available for an additional charge.

*Excessive cleaning will result in an additional charge of \$500.00.*

## **12. Reservations, Payments and Default:**

Reservation deposits amount, together with a complete Guest Reservation Application must be received and approved by Frances Wolf before a confirmation will be issued. Final payment, consisting of the remaining 80%, must be received by Frances Wolf no later than 90 days prior to arrival (or immediately if booked within 60 days of guest arrival).

Failure to make payments on a timely basis will make your reservation subject to automatic cancellation and forfeiture of your deposits. Interest will not be charged for late payments.

In the event the Guest defaults on any term or provision of this Agreement, in addition to retaining any sums paid by the Guest, the homeowner, at its option, may elect to proceed against the Guest to obtain specific performance, damages or any other remedy available under North Carolina law.

Any actions resulting in legal proceedings between the homeowner and guests will be the responsibility of the guests to pay all legal fees by either party and will be the sole responsibility of the guests.

Checks are to be made payable to: Frances Wolf. There is a \$50 service charge on all returned checks.

Rates are quoted on a weekly basis from Saturday to Saturday or Sunday to Sunday (during the summer and peak season) from 4:00 pm to 10:00 am. Rates quoted allow for maximum occupancy of the home. Additional guests may be subject to a per-person per-day charge if the house allows it. All rates and taxes are subject to change without notice.

## **13. INTEREST BEARING ACCOUNT/ESCROW ACCOUNT:**

North Carolina Code § 42A-15 [https://www.ncleg.net/enactedlegislation/statutes/html/bychapter/chapter\\_42a.html](https://www.ncleg.net/enactedlegislation/statutes/html/bychapter/chapter_42a.html) all real estate companies to place all funds belonging to their customers in an escrow account. The law allows real estate companies to earn interest on these funds with the interest accruing to the real estate company, provided the customer agrees. In signing this Agreement you authorize such interest to accrue to the Company.

#### **14. Lost and Found:**

We are not responsible for items left behind by guests or for loss of money, jewelry or valuables of any kind. Although we are not responsible for items left behind, if requested we do make every effort to locate and return them to you. Contact Frances Wolf, and if found, items will be sent UPS collect plus a \$25 fee. Unclaimed items are donated to local charities periodically.

#### **15. Non-Smoking:**

We do not allow smoking on the Property, the Guest shall be in default of this Agreement and subject to any remedy afforded herein. A fee of \$500 will be assessed the renter. Additional fees will apply if additional cleaning is needed to remove cigarette remains on the property.

#### **16. Occupancy:**

Guests may not exceed the sleeping capacity of 50 people. The Company reserves the right of eviction for unauthorized occupancy. Occupancy is subject to change.

*\*\*\* Sleeper sofas: A unit's occupancy limit often includes the use of a sleeper sofa. Sleeper sofas are not recommended for adult use.*

#### **17. Parking:**

Parking on the grass is prohibited and any violation is subject to reasonable penalties.

#### **18. Security Deposit:**

A \$1500 refundable security deposit must be presented to Fran Wolf. This deposit, less all damage, neglect of the homes amenities, or loss of items, excessive cleaning, or forfeiture do to cancellation or violation of this Agreement or other applicable rules, will be refunded within 30 days after checkout.

Guests agree to report ANY damage to the house or anything in the house immediately, failure to do so may result in loss of security deposit.

Guests must provide a credit card, approved by Fran Wolf to be used as security against damages or charges left unpaid at departure, including but not limited to, lock outs, lost keys, excess garbage, late checkout, unauthorized pets, excessive cleaning and/or damage to the property and items contained in the property.

*\*\*\* Authorization to charge your credit card for damages and/or unpaid charges is required at check-in.*

Fran Wolf or a designated inspector will inspect the Property following Guest departure to determine damages and excess cleaning fees. Please report damage noted on arrival so you will not be charged in error. Breakage or damage occurring during your stay should be reported immediately and arrangements made to cover replacement costs prior to your departure.

## **19. Pet Policy:**

No pets of any kind on the premises are a violation and will result in eviction, forfeiture of all sums paid and due, and to an additional charge of \$1,000. No refunds will be given should eviction be necessary. In addition Guests will be responsible for damages and flea control treatments. You may make arrangements with the homeowner for an exception to this rule.

## **21. Amenities and Additional charges:**

We provide pots and pans, dishes, utensils, coffee maker, blender, dishwasher, washer, dryer, iron and board, TV, in ground pool, pool furniture, gas grill, charcoal grill, pool toys, toaster, dining room table, 1-2 sleeper sofas, stove, boardwalk to beach, internet service, microwave, air conditioning, and a/c and heat. Please call for additional list. 1-910-690-4102

Rates do include:

- Linens and towels
- Check in and check out maid service.
- Pool Cleaning for 2 visits if stay is 7 days.
- Laundry service are not included. Excessive cleaning will incur an additional charge.

## **22. Repairs:**

Agents may enter the Property during reasonable hours for any purpose connected with the repair, care or management of the Property. Every effort is made to keep items in and on the Property in good working order.

Please notify Fran Wolf at **(910) 690-4102** of any difficulty you have during your stay so repairs can be made as soon as possible. No rebates or reduction in rent will be made for mechanical failures or malfunctions, inclement weather, interruption of utilities or other maintenance problems, including but not limited to, air conditioners, heaters, dishwashers, washers, dryers, TVs, VCR's, DVD's, internet access, swimming pools or appliances.

## **23. Telephone Use:**

Long distance or 411 calls are not permitted as we do not have this enabled on our phone.

## **24. Liability:**

We are not responsible for any expense, damages, claims or injury, direct, indirect, consequential or otherwise caused or incurred, whether arising in law or equity, as a result of rendering services and accommodations as described or substituted and including without restriction the generality of the foregoing as a result of any delay(s), substitution(s), rescheduling(s) or change(s) in the provisions of services or land accommodations by the Company, or by reason of military action, revolution or acts of God, or by any agent, employees, subcontractors, servants or third parties whatsoever supplying any other services or accommodations herein or substituted.

All legal fees incurred by both parties shall be the sole responsibility of the renters. We advise all renters to get travelers insurance to be safely reimbursed for any monies lost through the renting of this home because of legal fees or loss of use of the house.

Fran Wolf in their sole discretion reserves the right to refuse or discontinue service to any person(s) and/or rescind any contract for accommodations or guest services.

Fran Wolf will not be liable under any circumstances, including substitutions, to refund any unused portion of booked accommodations or services.

In cases of accommodations with pools, Jacuzzi tubs and/or hot tubs, hammocks, swings, decks, elevators, basketball, volleyball, observation decks, gas and charcoal grills the Guest agrees to use such at their own risk and to hold the Owner/Agent harmless from liability.

\*Under no circumstances shall Frances Wolf be responsible for any loss of valuables.

\*All vacation homes come fully equipped with pots, pans, utensils.

\*Pets are NOT permitted in or on the Property. This is strictly enforced All properties are limited to REGISTERED GUESTS only

\*All units rented are non-smoking.

\*Frances Wolf or the owners of 1355 Ocean Blvd W, Holden Beach, NC are not responsible for accident or injury occurring on the property.

\*Cancellation of a booking at any time after the reservation, the initial deposit will be forfeited. You may cancel your reservation 180 days prior to the arrival date with a full refund.

\*Loud, obscene, unlawful, disruptive, or unusual behavior is strictly prohibited. These behaviors are grounds for immediate removal with no refund.

## **26. Use of Property and Cancellation of License:**

This home is for residential purposes by Guest only and for no other purpose whatsoever. Pets, smoking, parties, weddings, receptions, or other such activities which involve non-occupant guests are strictly prohibited.

Guest agrees to comply with this Agreement, any rules established by a homeowner and with any ordinance, rule or regulation of any government body or homeowners association.

Absolutely no more than the maximum number of guests allowed in each house.

\*Violations on use or of this Agreement will result in the immediate cancellation of this Agreement, forfeiture of all monies paid and due, and immediate eviction from the Property.

## **27. Forms of Payment:**

Certified bank checks only, Venmo, Zelle, Cash App or PayPal. **When choosing PayPal, Please use "Family or Friends" to avoid additional Fees.** You are not booking through VRBO, HomeAway, AirBnB or Expedia. You are booking directly with the owners or representatives of this property. *We do offer a 5% discount if cash is used as payment.*

## **28. Damages:**

Any damages incurred during the guest's stay that exceeds the security deposit amount, shall be the responsibility of the sign holder to make the necessary remedies to correct the problem. The Company (Agent-Fran Wolf) may if special circumstances warrant accept cash or checks. The Property shall be used for residential purposes only. No commercial activity or weddings allowed.

**Please protect your stay by purchasing travelers insurance.**

**29. Credit Card Information: (if applicable)**

Name appearing on card \_\_\_\_\_ Visa/Mastercard/  
AmEx \_\_\_\_\_ Numbers \_\_\_\_\_ Exp \_\_\_\_\_ 3-digit  
Security code \_\_\_\_\_  
Signature \_\_\_\_\_ Print  
Name \_\_\_\_\_

I have read the guest registration agreement and have agreed to the terms set forth in this agreement.

**30. Entire Agreement:**

This is the entire agreement of the parties and that no representation, inducement, or promise, oral or otherwise which is not embodied herein shall be of any force or effect whatsoever. We advise all renters to purchase travelers insurance in the case of loss of monies due to any loss of use of the home.

**31. Hold Harmless and Indemnity:**

Fran Wolf, and her agents shall be held harmless and not responsible for any damages or incidents during the guests stay.

Fran Wolf and her agents shall remain harmless from and against any and all claims or damages arising as a result of this Agreement or the use of the Property that is the subject of this Agreement and from any and all loss, cost, damages, attorneys' fees and expenses of every kind and nature which Fran Wolf or her agents may suffer, expend or incur under or by reason of, or in consequence of this Agreement.

**32. Confidentiality:**

Any information obtained in connection with the rental of the home will be held in the strictest of confidence. This would include, but not limited to, the security gate and door access codes.  
Special Events Rules:

Be mindful that this is a residential neighborhood in a private community with a Property Owners Association. If your group is unruly, we reserve the right to have security or po- lice remove you from the premises with NO refund. Rules from Town Hall and community association:

- All events need to be registered with us.
- If having outside guests, event insurance must be purchased.
  
- No parking on the street, street right of way, vacant lots or unoccupied houses. The community actively tows and tickets. There is free parking under the bridge and you can shuttle people in from there. The house will hold 16 cars under the house and up to 9 in the driveway. Leave room for vendors and space needed un- der the house.
- Do not set up tables and chairs under the house if more than 60 people. Other- wise, you can just put them around the pool on the deck. The town inspector has the authority to shut down the event and close the house due to fire violations.
- 10:00pm is quiet time (11:00 during June, July, and August). There is a noise ordinance-keep music to a normal listening level and no loud noises after such time.

- No buses, shuttles and vans with greater than 24 passenger capacity. No RV type vehicles can be occupied or used as sleeping accommodations or as a kitchen, toilet, bathing or lavatory facility.
- No temporary structures like: portable toilets, tents, and signs (and no signs any- where in the community).
- No professional music players (bands and DJ's) along with high volume audio devices. Your own portable music player will be enough.
- All garbage must fit into bins. If having outside guests, this usually necessitates having vendors take refuge back with them.
- Fires and fireworks are not allowed around the house or on the beach.
- You may get married on the beach as long as you do not obstruct pedestrian traffic
- No glass is allowed on the beach or around pool. You may put up tents and chairs as long as they are removed by sunset.
- Any fines from the community will be past onto the renter (typically \$100 per violation of the above rules).

**Disclaimer**

We make every effort to insure that the information for our listing on the many websites we are on is correct. Pictures can get old and updates done. So if there is a particular feature you see and want, confirm with us. The possibility of errors and/or omissions exists and we reserve the right to correct such errors. Prices are subject to change without notice. Renters are responsible for understanding the house rules and town ordinances and hold owners harmless for any interruption during their stay.

**33. Governing Law:**

This agreement follows the North Carolina Vacation Rental Act. (1999-420, s. 1.)

This Agreement is made pursuant to and governed by Guest hereby covenants and agrees to forever fully It is expressly understood and agreed that this Agreement is between Fran Wolf and the signed guest.

To protect against cancellations, interruptions or evacuations, we recommends that you purchase travel insurance.

This is the entire agreement of the parties and that no representation, inducement, or promise, oral or otherwise which is not embodied herein shall be of any force or effect whatsoever. We advise all renters to purchase travelers insurance in the case of loss of monies due to any loss of use of the home.

\_\_\_\_ I agree to follow adhere to the terms and conditions stated above

\_\_\_\_ I acknowledge that I have read the above Agreement and I understand the same. Further,

\_\_\_\_ I also agree to abide by all restrictions on the use of the Property imposed by the Homeowner.

\_\_\_\_ I also agree that I have understood the terms of this agreement

GUEST SIGNATURE: \_\_\_\_\_ Date \_\_\_\_\_  
 Homeowner/Agent Signature: \_\_\_\_\_ Date \_\_\_\_\_

I, the undersigned Guest, hereby apply for the accommodations listed above on the terms there are no refunds for early departure or cancellations.

I have read the guest registration agreement and have agreed to the terms set forth in this agreement.



Total Number of Guests (babies count too!): \_\_\_\_\_.