

SUNSET SHACK VACATION RENTAL AGREEMENT

447 East 2nd Street Unit A-1 Ocean Isle Beach NC 28469 Phone: 919-215-2307 www.sunsetshackoib.com

THIS IS A 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.

This Vacation Rental Agreement (this "Agreement") is entered into as of _____, 20____, by and between O2B@OIB,LLC as the property owner (hereinafter, the "Owner") of the real property described in the reservation confirmation (hereinafter, the "Premises") and _____. O2B@OIB,LLC shall be referred to hereinafter as "Agent." _____ shall be referred to hereinafter as "Guest", whether one or more.

In consideration of the mutual covenants and conditions herein, Owner does hereby lease and rent the Premises to Guest upon the terms and conditions of this Agreement and on those shown on www.sunsetshackOIB.com.

TERMS AND CONDITIONS

- PAYMENTS:** This Agreement shall be signed and returned to the Owner with the first payment immediately upon making the reservation, or the reservation shall be **automatically cancelled**. The remaining balance shall be received in full by the Owner 30 days prior to check-in date. Failure to pay the balance due 30 days prior to check-in date shall be in cancellation of the reservation. All payments shall be made by VENMO or CASHIERS CHECK. For all reservations made within 30 days of check-in date, the full amount is due immediately by VENMO or CASHIERS CHECK.
- FUNDS RECEIVED:**
 - All monies received by the Owner shall be held in a Coastal Federal Credit Union bank account.
 - In accordance with Chapter 42A of the North Carolina General Statutes (hereinafter, referred to as "NCGS"), commonly known as the North Carolina Vacation Rental Act, up to 50 percent (50%) of the total rent may be disbursed prior to occupancy. All fees owed to third parties to pay for goods, services, or benefits secured for the Guest may be disbursed prior to occupancy.
- CHECK-IN TIME IS AFTER 4:00 PM LOCAL TIME.** Dates are set forth in the reservation confirmation. Owner cannot release the Premises to begin occupancy that are not ready, nor can Owner provide refrigeration facilities for groceries.
- CHECK-OUT TIME IS BEFORE 10:00 AM LOCAL TIME.** No occupancy of the Premises, including parking lot or outside showers shall be allowed after check-out. Guest may be charged up to 1 additional day rental if the Premises are occupied after 10:00 AM local time. No refunds shall be given for early departures.
- SURRENDER OF PREMISES:** Departure cleaning is provided as part of the rental stay. However, Guest shall load and start dishwasher, remove all food, trash and recycling from the Premises. Any damages to the Premises occurring during the Guest's occupancy are Guest's responsibility and, shall be reported to the Owner immediately.
- CANCELLATIONS AND TRANSFERS:** If Guest cancels 60 days or more before check-in date, then Guest is entitled to a full refund of all monies paid. If Guest cancels 30 to 60 days before check-in date, then Guest is entitled to a 50% refund of monies paid. If Owner is able to re-rent the booking, then Guest will receive a full refund of monies paid. If Guest cancels 30 days or less before check-in and the Premises are re-rented, Guest shall receive a refund, less any difference in rental rate, any third-party booking fee, and a \$150 cancellation fee, and all applicable taxes. If the Premises are unable to be re-rented, no monies shall be refunded, and Guest is responsible for fulfilling obligations set forth in this Agreement, including full payment of rents and fees. Owner reserves the the right to discount the rental rate for the re-rental at its own discretion. Any discounts in the rental rate shall reduce Guest's refund. All cancellation requests shall be submitted in writing and are effective when received by the Owner. In the event Guest needs to change its week after Guest's reservation has been confirmed, any approved transfer will be charged at the higher of the 2 dates rental rates. All transfer requests will be submitted in writing and are subject to approval by the Owner
- SECURITY DEPOSIT:**

Tenant's security deposit, if any, shall be applied to the cost of repair or replacement of damage to the Premises caused by Tenant, guests or invitees beyond ordinary wear and tear. Security deposits will be refunded within 30 days of Tenant's departure (less any allowable deductions). Tenant agrees to reimburse the Owner for any damage to the Premises caused, by the Tenant, guests or invitees that is in excess of the security deposit. Damages shall include reasonable attorney fees and court costs incurred by Owner in enforcing this agreement. The provisions of N.C.G.S. Chapter 42A (North Carolina's "Vacation Rental Act") shall apply to Tenant's use and occupation of the Premises. The Vacation Rental Act imposes certain duties upon the Tenant, and Tenant agrees to comply with all such duties including but not limited to, the provisions of N.C.G.S. 42A-32 which provisions are incorporated herein by reference as if fully set forth. Tenant shall be responsible for, assumes all liability, for all damage, defacement or removal of property inside or outside the Premises that is in Tenant's control, unless the damage, defacement or removal is due to ordinary wear and tear, acts of the Owner, defective products supplied or repairs authorized by the Owner, acts of third parties not invitees of the Tenant or natural forces. All breakage and property damage during the Tenant's occupancy shall be reported to the Owner by the Tenant. Tenant will be notified in writing concerning the application and use of security deposit funds. Tenant agrees that the cost of repair or replacement in excess of the security deposit may be processed on Tenant's credit card, if a credit card is on file with the Owner, without further authorization. If there is no credit card on file for Tenant, then Tenant agrees to pay all damages in excess of the security deposit within 10 days of written demand by the Owner.

8. ADDITIONAL PROVISIONS/DISCLOSURES:

-- Guests shall be charged a \$35.00 fee for any returned check. Returned checks will not be re-deposited. Payments shall be made by money order, cashier's check, VENMO, or credit card within 5 days of notification. If it is less than 10 days prior to arrival, payment shall be made immediately by credit card or VENMO.

-- Any check issued by the Owner to the Tenant, not negotiated within 6 months of issuance, shall be subject to a \$35.00 stop payment fee and a \$25.00 reissuance fee.

-- Guests will be charged a \$25.00 non-refundable fee if locked out after hours.

-- RVs are not permitted on the Premises parking lot at any time.

-- Temporary items, including, but not limited to, tents, inflatable swimming pools or hot tubs are not permitted.

-- Charcoal and propane gas grilling shall not be allowed on the balcony or under the premises or close to any structure on the premises. Charcoal must be extinguished immediately after grilling.

-- **Smoking is prohibited inside the Premises. Violation of the NO SMOKING policy is grounds for immediate eviction and retribution for future lost income, including, but not limited to, the relocation of future guests, restoring property and contents to a satisfactory level as solely determined by the Owner, and all associated costs.**

9. MINIMUM ACCEPTABLE AGE:

The individual executing this agreement shall be 25 years of age or older. No fraternities, sororities, church, school, or civic groups are permitted.

10. SUBLETTING: Subletting is not permitted and Guest shall not assign this Agreement or sublet the Premises in whole or part without written permission of the Owner.

11. EVACUATIONS AND TRIP INSURANCE: Guest agrees to comply with all mandatory orders of evacuation whether given by federal, state, or local authorities, time being of the essence. Guest is allowed no more than 3 hours from the issuance of the evacuation order to vacate the Premises. Occupancy of the Premises thereafter shall constitute a Trespass and law enforcement authorities shall be notified. Guest acknowledges that following the lifting of a mandatory evacuation, the Premises may not be available for occupancy. Owner shall not be responsible in any manner whatsoever if the Premises are not available for occupancy following the lifting of a mandatory evacuation.

12. TERMINATION OF RENTAL: In the event Owner removes Premises from availability, or if the Premises becomes unavailable for any reason, Owner reserves the right to substitute comparable accommodations or refund payments made. Any additional costs shall be the sole responsibility of the Guest.

13. UNSAFE CONDITIONS: Owner reserves the right to relocate the Guest in the event that, in Owner's sole discretion, an unsafe or potentially unsafe situation exists. Any additional costs shall be the sole responsibility of the Guest.

14. **EMERGENCY CALLS:** For after-hours emergencies (leaks, electrical outage, or lock out) please call Heaven Scent Management Company (910) 269-7275. They will return your call as quickly as possible. After-hour non-emergency calls (e.g. clogged toilets, internet/cable issues, appliance malfunction) shall be made during normal business hours the following day. After-hours non-emergency calls may be charged a fee.
15. **INTERNET ACCESS:** The Premises will provide internet access for the Guest. Remember to bring a network cable to connect to the modem box for non-wireless connections or in case of Wifi-configuration difficulties. Refunds shall not be given for interruption in internet service. If you do experience Internet issues, call Heaven Scent Management (910) 269-7275 or Focus Broadband (910) 754-4311. Guest is prohibited from using the internet access for any purpose that is unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, misleading, tortuous, profane, infringing, damaging, or in any manner that could give rise to civil or criminal liability under the law.
16. **EQUIPMENT AND FURNISHINGS:** All equipment and furnishings are privately owned and are to Owner's taste and are set up for normal housekeeping. The descriptions of the Premises were accurate at the time of publication but subsequent renovations by the Owner may have been made. Mattress pads, pillows, and bedcovers are provided. Guest shall furnish toiletries, cleaning supplies, all food items, and linens unless Guest requests linen rental at the time of the reservation from Heaven Scent Management. **Under no circumstances shall Guest receive a reduction in rent or be relocated for any equipment or amenity failure. Rearranging the furniture is not permitted.** Guests shall not transfer furniture, cookware, or accessories from the Premises to another property. **Guests shall not move interior furniture outdoors.** Certain areas on the Premises are locked for Owner's personal storage and are not included as part of this Agreement. Once notified of any malfunction, Owner will have Heaven Scent Management make every reasonable effort to have such appliances or amenities repaired. Replacement or repair during Guest's stay cannot be guaranteed.
17. **APPLIANCES AND AIR CONDITIONING:** The Premises is equipped with central heating, air conditioning, and basic appliances. Please refer to the property description for details regarding the Premises. No full or partial refunds shall be issued for HVAC unit or an appliance mechanical failure. Once Owner or Heaven Scent Management is notified of any mechanical problems, Owner will make every effort to have it repaired as quickly as possible. Please follow all HVAC and appliance instructions posted in the condo. **Under no circumstances shall Guest receive a reduction in rent or be relocated for any equipment or amenity failure.**
18. **LISTINGS AND PRICING:** Guest is responsible for reviewing the description, photos, location, and amenities listed online for the Premises to confirm that it will meet the needs of the Guest. Owner shall be happy to confirm all data contained herein or answer any questions regarding the details of the Premises Guest may have prior to booking its reservation. Rates for different seasons, holidays, special events, and weekends may be higher. Rates are subject to change. Owner's weekly rental rates include all fees for rental services including, but not limited to, lodging, configuration and rental rate. Taxes, trip insurance and any fees for additional services are not included.
19. **PETS:** Pets are **NOT** permitted on the Premises. If a pet is found on the Premises, this shall be a **material breach** of this Agreement. Guest shall be evicted immediately, and shall be subject to additional cleaning charges, including, but not limited to, a flea treatment charge, potential retribution for future lost income, costs and expenses to relocate future guests, restoring property and contents back to a satisfactory level as solely determined by the Owner, and any other associated costs.
20. **BUGS AND WILDLIFE:** Unfortunately for locals and visitors alike, coastal North Carolina is home to many species of insects and types of wildlife, especially during the summer and warmer months. In addition to the expected rodents and reptiles, the American Cockroach (fondly referred to as the "Palmetto Bug"), ants, mosquitos, and sand gnats are common to our sub-tropical environment. Palmetto Bugs live in the trees and ground cover outside but can occasionally find their way inside the Premises. Owner does his best to keep the insects and wildlife away. The Premises are cleaned after every rental and receives monthly pest control treatments. Finding dead bugs is confirmation of effective treatments. An occasional cockroach or line of ants does not mean the Premises is infested or has been poorly maintained. Keep Food sealed. All food should be stored either in the refrigerator or in sealed packages or containers. Keep the Premises clean. Bugs are attracted to food and water. Be sure to clean up all areas where food is prepared and served, clean up spills and crumbs from snack foods immediately, and do not leave dirty dishes lying around the Premises. Owner will not relocate Guest or issue refunds or discounts due to insect or wildlife sightings.
21. **HOUSEKEEPING AND FEES:** A departure clean is performed after every check-out. This includes a light cleaning that focuses on sanitizing the bathrooms and kitchen, light dusting, vacuuming and straightening of accessories and contents of the Premises. Accordingly, Owner requests Guest be attentive to the check-out requirements and departure times.

22. **OWNER'S OBLIGATIONS:** Owner shall conduct all brokerage activities in regard to this Agreement without respect to the race, color, religion, sex, national origin, handicap, familial status, sexual orientation, or gender identity of Guest or the guest of the Guest. Pursuant to NCGS 42A-31, Owner agrees to provide the Premises in a fit and habitable condition. If at the time the Guest is to begin occupancy of the Premises, Owner cannot provide the Premises in a fit and habitable condition or substitute a reasonably comparable property in such condition, Owner shall refund to Guest all payments made by Guest, which shall be the Guest's sole remedy. In no event, shall the Owner be liable for consequential damages, including, but not limited to, any expense incurred as a result of Guest's moving or renting another property at an additional cost.
23. **GUEST'S OBLIGATIONS / RIGHT OF ENTRY:** During occupancy Guest agrees that Owner or his Agent reserves the right to enter the Premises to investigate disturbances, check occupancy, check for damage, deliver household items, or have a scheduled necessary service carried out. Such scheduled necessary services include repairs, alterations, or improvements thereto as Owner deems appropriate. Guests agree to comply with all obligations imposed by NCS 42A-32, with respect to maintenance of the Premises, including, but not limited to, keeping the Premises as clean and safe as possible and causing no unsafe or unsanitary conditions on the Premises. Guests shall notify Owner or Heaven Scent Management of the need of replacement of, or repairs to, a smoke detector, and replacing the batteries as needed during the tenancy. Charcoal grilling shall not be allowed on porch or balcony or under or close to any structure on the Premises. Guest agrees not to use the Premises for any activity or purpose that violates any criminal law or governmental regulation.
24. **POOLS:** Guest has access to the Sand Dwellers I pool out in the common area. Guest hereby accepts and agrees to the following:
1. Owner submits the pool maintenance is provided by a 3rd party that is unaffiliated with the Owner.
 2. Guest shall ensure that the facilities are used in a safe manner at all times and that non-adult use of the Facilities is supervised by a responsible and mature adult of suitable supervisory skills.
 3. Unsafe or unsupervised use of the Facilities by Guest or guests of the Guest is a material breach of the Agreement and shall permit the Owner to terminate **IMMEDIATELY WITHOUT NOTICE** Guest's occupancy of the Premises.
 4. Guests are prohibited from tampering with chemicals or equipment. If Guest is found to have tampered with chemicals or equipment, Guest shall be responsible for any expenses incurred.
25. **REFUNDS, BREAKDOWNS & MAINTENANCE:** This agreement is a legally binding agreement between the Owner and Guest. Guest's reservation and Rental Agreement binds Guest to the Premises for a specific period of time. There shall be no refunds, discounts, reductions in rent because the Guest is disappointed with the Premises or something associated with the Premises is not working to the Guest's satisfaction. Owner makes every attempt the Premises and equipment in good working order. All appliances shall be checked and should be in working order at the time of Guest's arrival at the Premises. Owner does not guarantee against mechanical problems that may arise. Owner is not responsible and cannot control the amount of time repair service calls may take. Please report any problems, breakdowns, or damages as soon as possible to Owner or Heaven Scent Management during regular business hours.
- There shall be no refunds, discounts, reductions in rent for mechanical failure of any items such as the HVAC unit, televisions, internet, dishwasher, washer, dryer, refrigerator, ice maker, freezer, stove, oven, microwave, hot water heater, water leaks, garbage disposal, as well as the pool, toilets, door locks, or any other electronic items. Service interruptions or outages can occur for water, electric, internet or streaming services.
- Any breakdowns or malfunctions shall be repaired as quickly as possible during normal business hours. There shall be no refunds, discounts, or reductions in rent for inclement weather conditions.
26. **LOST AND FOUND:** Items left by Guest on the Premises after check-out are not the Owner's responsibility. If items are discovered, they shall be returned to Guest if Guest notifies Owner of missing items within 5 days of check-out. Owner shall mail items to Guest at Guest's expense. Any items found and not claimed within 5 days of check-out will be donated to a local charity.
27. **BREACH BY GUEST:** Owner may terminate this Agreement upon breach of any of the terms hereof by the Guest. Guest shall not be entitled to the return of any of the rental monies paid under the terms of the Agreement and shall vacate and quit the Premises immediately. Guest is also subject to the expedited eviction proceedings under said Chapter 42 of the North Carolina General Statutes, on the grounds set forth herein. In such event, Guest shall be responsible for court cost and cost of litigation, including reasonable attorney's fees for the enforcement of this Agreement.
28. **INDEMNIFICATION AND HOLD HARMLESS; RIGHT OF ENTRY; ASSIGNMENT:** Guest shall indemnify and hold Owner of the Premises harmless from and against any and all liabilities, claims, and expenses for personal injury and

property damage resulting from unsafe and/or unsupervised use of the Facilities or the Premises by Guest or guests of the Guest.

29. **GOVERNING LAW:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of North Carolina. Tax rates are determined by the State of North Carolina and the County of Brunswick and the city of Ocean Isle Beach and are subject to change without notice. Guest is responsible for additional taxes imposed. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Brunswick County North Carolina.
30. **MODIFICATIONS OR CHANGES:** Any modifications or changes to this Agreement shall not be effective unless such modifications or changes are agreed to in writing by Owner and Guest.
31. **ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement of Owner and Guest. It supersedes all prior or contemporaneous oral or written agreements concerning the subject matter contemplated herein.

GUEST

By: _____

Print Name: _____

Date: _____