

Sunny Side Up OBX Vacation Rental Agreement

Debra and James Ewert

Street Address: 8879 Frederick Rd., Ellicott City, MD 21043

Phone: (443) 863-9922

This is a Vacation Rental Agreement under the North Carolina Vacation Rental Act (NCVRA). 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 guests. 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.

Reservation Number:

Leaseholder:

Guest:

Guest:

Guest:

Address:

Home Phone:

Cell Phone:

Email address:

Property Name: Sunny Side Up OBX

Property address: 4149 N. Virginia Dare Trail, Kitty Hawk, NC 27949

Booking 1 (7 Nights) – Sunny Side Up. (2 BR, 1 BA, Max. Occupancy 4)

ARRIVAL	DEPARTURE	DATE BOOKED
Saturday - 12:00 PM	Saturday - 9:00 AM	

Rental Rate Detail

Custom Rate Min \$197/night (Saturday–Saturday) \$
Rates Subtotal \$

Booking Charges

Taxes \$
Security Deposit \$500.00
Total Booking Charges \$

Leaseholder Initials: ____

Deposit/Payment Schedule

	Date Due	Amount Due
Initial Deposit		\$
Final Balance Due		\$

Charges and Payments

	Date Posted	Amount Paid
Booking Charges		\$
Total Balance Due		\$

Terms and Conditions

PLEASE REVIEW THE FOLLOWING INFORMATION CAREFULLY!

If you agree to the terms and conditions of this Agreement and desire to complete your reservation, please sign this Vacation Rental Agreement below. The REMAINING BALANCE must be received by the due date indicated on your Reservation Confirmation.

In consideration of the advance rent payment received and the mutual promises herein, the Owner of the subject Property, does hereby lease and rent to Guest the certain Property described within for the following terms and conditions:

1. IDENTIFICATION

For the purpose of this Agreement the Guest, Renter, or Guest shall be referred to as "Guest," whether singular or plural. The Vacation Home shall be referred to as the "Property." The term "Owner" refers to the owner of record of the Property. The abbreviation "NCVRA" refers to the North Carolina Vacation Rental Act. The Sunny Side Up OBX Vacation Rental Agreement is referred to as the "Agreement." The Agreement includes the specific Property Reservation Confirmation which specifies the Property address, occupancy dates, rental charges, due dates, and associated fees.

2. RULES, REGULATIONS, and POLICIES

By signing this Vacation Rental Agreement, the Guest certifies that he has read, understands, and will abide by all rules, policies, regulations of the Agreement, and those peculiar to the subject Property, including but not limited to any and all city, county, and State ordinances. Additional policies may be posted at the Property. Guest understands and agrees that failure to abide by the above stated may result in expedited eviction and loss of all monies without recourse or refund.

3. RESERVATION

If you agree to the terms and conditions of this Agreement and desire to complete your reservation, please sign this Vacation Rental Agreement below. The REMAINING BALANCE must be received by the due date indicated on your Reservation Confirmation. IMPORTANT: Any Balance Due, including all other charges, is due 30 days prior to your arrival date.

Reservations made within 30 days of the arrival date must be paid in full.

Leaseholder Initials: _____

4. CHECK-IN / CHECK-OUT Procedures

Check-in and Check-out is conducted by keyless entry. The entry code will be valid from 12:00 PM Eastern time on the date of check-in until 9:00 AM Eastern time on the date of check-out.

CHECK-IN begins at 12:00 PM on the date of your arrival as indicated on your Reservation Confirmation. Early Check-in is not available.

Property housekeepers and inspectors will use every minute of the 9:00 AM to 12:00 PM window to ensure the proper preparation of your vacation Property. The Owner makes every effort to ensure the Property is clean and ready for occupancy by 12:00 PM. Please do not go by the Property prior to check-in. In unusual circumstances it may be necessary to delay occupancy beyond 12:00 PM to ensure that the Property is prepared to reasonable standards. No refunds or discounts will be considered in the unlikely event of such a delay.

If the housekeepers and inspectors have the Property ready before 12:00 PM, the Owner will notify you via text and set the entry code to be valid at that time.

CHECK-OUT: Check-out time is no later than 9:00 AM on your departure date. Late Check-out is not available.

Guest check-out duties should be completed.

Check-out duties include:

1. Please wash all dishes, cookware, and utensils. Return all items to their proper place. Property does NOT offer a dishwasher.
2. Remove all food and beverages from the Property. Check the refrigerator and freezer.
3. Please return all furniture to its original location.

Leaseholder Initials: _____

4. If you rented towels, please follow vendor lease agreement for return. Owner not responsible for separate rented items.
5. Put **ALL** trash in plastic bags and place in outside trash container. Follow the procedures for trash removal included in the "House Information".
6. Leave the thermostat on 78 degrees.
7. Before leaving make certain that all windows and doors are shut and locked and that all the lights are turned off.
8. Document and report any damages or maintenance needs incurred during stay.
9. Please check to make sure that you have not left any personal items in the Property. Check closets, dresser drawers and under beds for personal belongings.
10. Guest's failure to fulfill check-out duties may affect your security deposit.

5. CANCELLATIONS BY GUEST

Guests who cancel at least 60 days before check-in will get back 100% of the monies paid. If cancellation is between 30 and 60 days before check-in, you will get back 50% of the monies paid. No refund if cancellation is less than 30 days before check-in. Guests must cancel by 11:59 PM Eastern on the cut-off day before check-in to receive a refund. Should Guest have to cancel for any reason, the Guest must notify Owner immediately. Guest acknowledges that cancellation by the Guest does not relieve the Guest from the specific terms of the Agreement. Cancellation or early departure does not warrant any refund of rent. Guest may choose to purchase travel insurance separately.

Leaseholder Initials: _____

6. CANCELLATIONS BY THE OWNER

If the Property becomes unavailable prior to your occupancy, the Owner will notify you of this circumstance as soon as we become aware of it. Owner reserves the right to automatically cancel a reservation if full payment is not received at least 30 days prior to the arrival date.

The Owner, reserves the right to cancel this Agreement at any time prior to the Guest taking possession of the Property. In such event, all payments made by the Guest to the Owner will be refunded, and the Owner will not be liable for any damages of any sort incurred by Guest as a result of such cancellation.

Leaseholder Initials: _____

7. TRANSFER OF THE PROPERTY

Section 42a-19(a) of the NCVRA provides that if the Property is voluntarily transferred by the Owner, Guest has the right to enforce the Vacation Rental Agreement against the grantee of the Property if the vacation is to end one hundred eighty (180) days or less after the date the grantee's interest in the Property is recorded by the Register of Deeds Office.

If the vacation rental is to end more than one hundred eighty (180) days after recordation of the grantee's interest in the Property, the Guest has no right to enforce the terms of the Agreement unless the grantee agrees in writing to honor the Agreement, but the Guest is entitled to a full refund of any payments he or she has made. Each Guest will be notified in writing of the Property transfer, the grantee's name and address, and the date the grantee's interest was recorded. Notice will be given within ten days of Property transfer. If the Owner's interest is involuntarily transferred to another prior to the Guest's occupancy of the Property, the Owner shall refund to the Guest any payments made by the Guest within sixty (60) days after the transfer.

8. FAMILY GROUPS ONLY

The Property is restricted to rental to family groups only. House parties, fraternities, school, civic or other non-family groups are NOT allowed unless specific prior approval is received from the Owner. Weddings, wedding receptions, and other group events may not be held on the Property without prior approval of the Owner. The Owner reserves the right to refuse rental to groups where the majority of the occupants are under age 25 (ID's must be furnished upon request). A few occasional day guests are permitted, but the Owner requires the names and number of invitees ahead of time for insurance documentation. Violation of the above is grounds for expedited eviction without refund in accordance with Article 4 of the NCVRA. Property is not guaranteed to be child proof.

Leaseholder Initials: _____

Leaseholder Initials: _____

9. MAXIMUM OCCUPANCY

Maximum occupancy for this Property is 4 persons. Maximum occupancy, per NC Real Estate Commission rules and County Health Dept., will be 2 persons per bedroom (excluding children 2 and under). The occupancy limits are listed on your Reservation Confirmation. If this legal occupancy limit is exceeded, you may lose your rental rights with a complete forfeiture of all advance rental payments to include security deposit and be subject to expedited eviction (42-A-23 NCVRA). Leaseholder Initials: _____

10. SECURITY/SAFETY DEPOSIT

Security/Safety Deposit – The Property requires a refundable security deposit amount of \$500. The Property will be carefully inspected upon Guest's departure. The security deposit will be returned to the Guest LESS any expenses for damages and charges and fees left unpaid as allowed by Section 42A-18(a) of the NCVRA. Damages and fees for which security deposit funds may be withheld include, but are not limited to: damages; missing Property items; unpaid fees, charges, or taxes; excessive cleaning requirements; damage attributable to pets, damage attributable to use of tobacco or tobacco products; any and all other damages to the Property caused by the Guest, their guests or invitees; and any other damages covered under article 6 of the NCVRA. Leaseholder Initials: _____

11. MANDATORY EVACUATIONS

According to the NCVRA 42A-36, if State or local authorities, acting pursuant to Article 36A of Chapter 14 or Article 1 of Chapter 166A of the General Statutes, order a mandatory evacuation of an area that includes the residential Property subject to a vacation rental, the Guest under the vacation rental Agreement, whether in possession of the Property or not, shall comply with the evacuation order.

The Guest agrees to follow the Check-out procedures outlined in section 4 of this Agreement in the event of a mandatory evacuation order. Guest agrees to return only after contact with the Owner has been made to confirm availability of the Property and when the evacuation order has been lifted. If occupancy is NOT authorized to resume before check-out date, early departure does not warrant any refund of rent. You may choose to purchase travel insurance separately. Leaseholder Initials: _____

12. HURRICANE OR STORM POLICY: No refunds will be given, we recommend you purchase travel insurance.

Leaseholder Initials: _____

13. TRAVEL INSURANCE: We recommend your purchase travel insurance.

14. FEES

Guest understands and agrees to the following fees and charges:

Cleaning fee – There is no upfront cleaning fee. If excessive cleaning is required, the cleaner's additional fee will be deducted from the security/safety deposit. Dishes, silverware, pots and pans cannot be put away unwashed. The cleaner will document via video before and after each cleaning to ensure property readiness. Leaseholder Initials: _____

15. PETS

Sunny Side Up OBX is a pet free property. Due to severe Owner allergies, a pet of any kind on the premises including exterior, decks, etc. of this Property is absolutely prohibited and is grounds for expedited eviction of the entire party and forfeiture of all monies paid as provided in the NCVRA. Guest understands and agrees that a violation of the pet policy will result in fees of not less than \$500.00 to be deducted from the security deposit and include costs associated with pest control, carpet cleaning or replacement, furniture cleaning or replacement. Leaseholder Initials: _____

16. FIREARMS

Absolutely no firearms of any kind are allowed in the Property. Please understand that the Guest will immediately lose his rental rights and be subject to expedited eviction with no refunds of all rental monies and forfeiture of security deposit if a firearm is discovered on the premises. Guest understands and acknowledges that any firearm found on the Property or left on the Property will removed by the appropriate authorities, not by the Owner. Leaseholder Initials: _____

Leaseholder Initials: _____

17. TAXES

All taxes are at the rates applicable at the time of the Rental Agreement. Taxes will be disbursed to the taxing bodies, i.e. Dare County, Town of Kitty Hawk, and the State of North Carolina upon termination of the tenancy or material breach of the Agreement. The tax rates may change without notice and increases will be the responsibility of the Guest.

18. MAINTENANCE OF RENTAL PROPERTY

Owner Obligations - Owner is to comply with all applicable housing and building codes and to provide and present the Property in a fit and habitable condition and provide operable smoke detectors. Pursuant to 42A-17(b) of the NCVRA, if at any time the Guest is to begin occupancy of the Property, the Owner cannot provide the Property in a fit and habitable condition, the Owner shall refund to the Guest all payments made by the Guest.

Guest/Guest Obligations - In accordance with the NCVRA, the Guest is to:

1. Keep the Property, common areas, and appurtenant areas clean, safe, and sanitary;
2. Dispose of all ashes, rubbish, garbage, and other waste in a clean and safe manner;
3. Not deliberately or negligently destroy, deface, damage, or remove any part of the Property or render inoperable the smoke detectors;
4. Be responsible for all damage, defacement, or removal of any property inside the Property that is in his or her exclusive control;
5. Immediately notify the Owner in the event repairs or replacement of smoke detectors are needed;
6. Additionally, the Guest agrees to: (i) leave the Property in the same or better condition as when tenancy began except for normal wear and tear, (ii) be financially responsible for unwarranted or unneeded service calls and service calls caused by Guests misuse of the Property, (iii) report any and all problems to Owner immediately (within 24 hours or prior to departure), (iv) not to allow any member of their party to walk on, play on, or in any way disrupt the sand dunes around the Property, (each town has a fine for this action), (v) not to enter Owner's private storage spaces to include exterior sheds, (vi) to abide by occupancy limits of the Property at all times.
7. The Tennant will be liable for service fee to be withheld from security deposit if tampering to override thermostat programming results in a service call by HVAC contractor. Leaseholder Initials: _____
8. The Guest will be the sole contact person in regards to this Agreement and the tenancy. Such Guest is responsible for the adherence of all other occupants, visitors, or guests of the Guest to this Agreement.
9. Refrain from taking glass containers onto the beach areas.
10. Comply with any and all other instructions, regulations, or guidelines communicated by the Owner as well as all local ordinances.

19. REFUNDS POLICY - EQUIPMENT MALFUNCTION / NUISANCES.

Owner will make every effort to ensure that Guest's stay is safe, comfortable, and enjoyable. The Owner cannot guarantee that the Guest's vacation stay is flawless or that the Property and its amenities are flawless. However, the Owner will make reasonable efforts to respond to deficiencies and malfunctions in the Property and its amenities.

Guest understands and agrees that NO refunds, discounts, or transfers will be made for any reason other than those specifically provided for in this Agreement. Additionally, Guest agrees that NO refunds, discounts, or transfers will be granted for the malfunction of any appliance or amenity, inclement weather, mechanical breakdowns, or other adverse circumstances beyond our control. Further examples of circumstances which DO NOT warrant any refund, discount, or alternate Property, etc. include but are not limited to: breakdown of air conditioners; TV's, DVD's or other electronics or appliances which malfunction; disruption of use or access to the beach due to nature or construction; presence of insects; disruption of utility services including cable, internet, water, or electric; a Property not decorated/accommodated/improved/updated to Guest's tastes; problems which have not yet been reported to Owner; bad weather; or noisy neighbors. The incidental presence of pests or bugs which do not render the Property unfit or uninhabitable will not present cause for refunds, discounts, or transfers.

Guest agrees to report any and all problems to Owner as soon as is practical. The Owner agrees to make every effort to resolve the reported problem as quickly as possible, however, cannot guarantee when the problem will be resolved.

Leaseholder Initials: _____

Speed of service cannot be guaranteed. Guest understands and agrees that emergency repair and service calls will be returned promptly and that the urgency of any problems and its resolution will be solely determined by the Owner. Calls deemed to effect non-essential services will be returned the following business day. In cases of medical or fire emergencies the Guest will call 911 emergency services.

Guest understands and agrees that it is Guest's responsibility to ensure that all aspects of the Property meet their personal standards prior to confirming the reservation through previewing the Property or by other means. No refunds, discounts, or transfers will be considered in such cases. Tastes, opinions, standards of living, and other expectations vary greatly from person to person. No refunds will be granted for occasions when actual Property amenities or furnishings are different from those advertised. Decorative pillows and throws are not utilized at this time due to Covid precautions.

20. LOCK OUT POLICY

The Property has a keyless door entry. The entry code will be valid from 12:00 PM Eastern time on the date of check-in until 9:00 AM Eastern time on the date of check-out. Contact the Owner immediately if issues arise with the Guest's access code.

21. STREAMING SERVICES / INTERNET

If charges are incurred the Guest will be charged the fees along with a \$50 service fee. Guest agrees internet access is limited to lawful use and downloads. Violators are subject to prosecution, civil action, fine and fees. Fees will be withheld from the security deposit. Leaseholder Initials: _____

22. EXPEDITED EVICTION

NCVRA 42-A-23 Grounds for eviction. (a) Any Guest who leases residential property subject to a vacation rental Agreement under this Chapter for 30 days or less may be evicted and removed from the Property in an expedited eviction proceeding brought by the landlord, or real estate broker as agent for the landlord, as provided in this Article if the Guest does one of the following: (1) Holds over possession after his or her tenancy has expired. (2) Has committed a material breach of the terms of the vacation rental Agreement that, according to the terms of the Agreement, results in the termination of his or her tenancy. (3) Fails to pay rent as required by the Agreement. (4) Has obtained possession of the Property by fraud or misrepresentation. (b) Only the right to possession shall be relevant in an expedited eviction proceeding. If the tenancy is longer than thirty days, Article 3 of Chapter 42 of the General Statutes applies.

23. PERSONAL PROPERTY

Owner cannot be held responsible for personal property during your stay or items left behind following departure. Please call us immediately to report items you have left, and we will try to locate the items. If you request, items turned in by housekeeping will be returned to you via US Postal Service with shipping charges deducted from security deposit. Unclaimed items are donated to charity after 14 days.

24. INDEMNIFICATION AND HOLD HARMLESS

Guest agrees to indemnify and hold harmless the Owner from and against any liability for personal injury or property damage sustained by any person (including Guest's guests) as a result of any cause, unless caused by negligent or willful act of the Owner, or the failure of the Owner to comply with the NCVRA.

25. SMOKING

The Property is NON-smoking to include vaping. Any extra cleaning due to removing smoke odor will be at the expense of the Guest plus a \$500.00 smoking penalty to be deducted from the security deposit. While smoking is permitted on decks, Guests are aware that care must be taken in breezy conditions to prevent damage to deck furniture and decking. Guests agree to smoke responsibly and dispose of cigarette butts in Smoker's Disposal provided, not toss them into the sand.

Leaseholder Initials: _____

26. LINENS

Property provides bed linens for the rental period. The beds will be made upon your arrival. Beds will be supplied with blankets. Any and all damages caused to the bed linens will be charged to the Guest. Property does not provide towels. We recommend to bring towels with you or can be rented and delivered for low cost.

Leaseholder Initials: _____

27. GRILLS

Fire code dictates there are to be **NO** grills to include propane burners/fire pits on any decks, near siding and/ or under the home. Grills can be rented through independent service providers. Guest assumes full responsibility for any damages resulting from use of a grill.

Leaseholder Initials: _____

28. LEGALLY BINDING

Guest agrees to abide by and fulfill all parts of this Agreement, all additional published policies, rules, regulations and addenda to this Agreement, and furthermore agrees that it is a legally binding agreement, either in whole or in part. If Guest does not understand any portion of this Agreement, they should consult an attorney. All parties agree that in the event of a dispute, the Agreement will be interpreted in accordance with North Carolina law.

Should the Owner be forced to resort to the employment of legal counsel, litigation, or professional collection services in the collection of any amounts due the Owner under this Agreement or defend an action under this Agreement, the Guest shall be responsible for all costs associated with such. In the event of a lawsuit or other legal proceeding, all parties agree that such actions shall be held in the venue of Dare County, North Carolina.

29. MISCELLANEOUS.

1. Guest acknowledges that they may not have possession of the premises until full rental amount set forth herein has been paid.
2. Guest shall not assign this Agreement or sublet the Property in whole or part without written permission of Owner.
3. Guest agrees that the Owner or their respective representatives may enter the Property during reasonable hours to inspect the premises, to make such repairs, alterations, or improvements thereto as the Owner.
4. Owner shall conduct all brokerage activities in regard to this Agreement without respect to the race, color, religion, sex, national origin, disability or familial status of any Guest.
5. Doorbell camera is installed on the property for security and the monitoring of service providers. Intentional blocking, covering, or disabling camera will result in eviction. Leaseholder Initials: _____
6. This Agreement shall be treated as though it was executed in the County of Dare, State of North Carolina, and were to have been performed in the County of Dare, State of North Carolina. Any action relating to this Agreement shall only be instituted and prosecuted in courts of Dare County, State of North Carolina. Guest specifically consents to such jurisdiction and to extraterritorial service of process

30. SIGNATURES

By my signature, I acknowledge that I have read and agree to abide by the conditions set forth in this rental Agreement and all policies, regulations, and rules set forth by the Owner. I further understand and agree that to breach any items contained within the above referenced documents will result in my eviction without refund and forfeiture of security deposit. I understand that the Owner has made every effort to provide accurate information, however, in the event of errors, omissions, any changes by the Property Owner, I agree not to hold the Property Owner responsible or liable.

Leaseholder: _____ Date: _____

Credit Card Holder: _____ Date: _____
(If third party payer)

Owner: _____ Date: _____

Owner: _____ Date: _____

Leaseholder Initials: _____