

Renter's Name- _____ Dates to Be
Rented- From _____ To- _____

Rental Unit 205 E. Brown St, Southport, NC 28461

RENTAL CONTRACT-RULES AND REGULATIONS, THIS WILL BE A 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.

1. **Check in time is after 5pm** on the first day according to your reservation. You may go straight to the house when you arrive. You do not need to go by any office. If you anticipate arriving after 8:00 pm, please let the owner know your ETA by text or email.
2. Pillows, bedspreads, and some light blankets are provided. Linens and towels are also included. One bath towel, hand towel, washcloth for each guest. Beds are pre-made ONLY upon request, which must be done at time of contracting. Paper towels starter is provided (2 rolls and toilet paper 2 rolls per bathroom). Guests are expected to provide their own if needed beyond was is provided as stated.
3. During your stay, report any problems to us by text or phone call. If you do not receive a reply within the hour you can call or text our local emergency service person. Problems will be attended to promptly. IF YOU FIND PROBLEMS OR DAMAGE UPON ARRIVAL report it immediately otherwise you may be held responsible. All contact phone numbers are posted in the house in the laundry room and in the upper level Master Bedroom.
4. Windows, Doors and Climate Control- Do NOT unlock or open any windows unless you had an emergency that is reported to the owner. AC is not to be set below 70 degrees, Heat not above 72 degrees. Do not leave any doors open. House will not keep proper temperature if doors are open, plus, there are lots of bugs at the coast and open doors are an invitation to bugs. Be respectful of our heating and cooling costs.
5. **NO PETS OF ANY KIND AND NO SMOKING ON THE PROPERTY, AT ALL.** If a pet is discovered on the property OCCUPANCY WILL BR TERMINATED WITH NO REFUNDS. This includes visiting guests. If evidence of smoking is found or odor from smoking is evident your deposit will be used to have the house treated, at Renters expense.
6. **NEVER MORE THAN 3 CARS ON THE PREMISES.** AMPLE PARKING IN OUR DRIVEWAY FOR CARS. If you bring a boat there are several options, but no boat trailers in the driveway.
7. **NO HOUSE PARTIES.** Should a loud/wild house party occur occupancy will be terminated with no refund. Police will be knocking if neighbors complain. Some of our nearby neighbors are with the police department. The police will notify us if there is excessive noise that disturbs neighbors. We are in a quiet residential community in the historic district where homes are close together. Have fun, but be respectful of our neighbors. If you experience a noise problem, you may call the police

(# posted in the house), not 911. A family gathering where the number of people is not over the house capacity is not a house party, as long as it is quiet. Quiet time outside the house is one hour after dark Mon-Fri and, Sun-Thurs and 11PM Fri-Sat.

8. Each renter is responsible for clearing the rental property before leaving. A check list is posted in laundry room. **WHEN YOU LEAVE: (1) generally tidy up and make sure everything is in order and where you found it (PLEASE DO NOT REARRANGE FURNITURE WHILE IN THE HOUSE). (2) Clean out refrigerator and coffee pot. (3) Run the dishwasher. (4) Bed Linens- Strip beds and put all linens in laundry room. Complete one load on cottons, hot water, no bleach. Put in dryer (set to 80-100 minutes) and start second load. Cleaners take things from there- folding, re-making beds, and putting away bed linens. (5) Guests are responsible to wash, fold, dry, and put away towels used. Use hot water always, no bleach. (6) Empty trash and take bin to road. Trash pickup is Wednesday. (7) Lock all doors. (8) Place keys back where they were when you came. It is your responsibility to report any damage prior to leaving. Renter is responsible for any damage incurred during occupancy. We will not be held responsible for any accidents, injuries, or loss of valuables. THE CLEANING SERVICE IS A SANITARY SERVICE AND PARTIAL LINEN SERVICE. NO TRASH ON THE FLOORS OR MESSY AREAS OR NASTY COUNTERS. YOU ARE NOT RESPONSIBLE FOR SANITIZING SHOWERS OR MAKING MIRRORS SPOTLESS. GAMES, BOOKS, VIDEOS, AND OTHER THINGS WE HAVE FOR YOUR USE AND CONVENIENCE SHOULD BE NEATLY REPLACED. IF THE CLEANING SERVICE HAS TO SPEND A COUPLE EXTRA HOURS TO TIDY THE HOUSE AS WELL AS CLEAN, THERE WILL BE AN EXTRA CHARGE. We have an ample supply of cleaning products in the house. Do not use Bleach for any cleanup you do on your own.**
9. Renter's security deposit will be refunded by check within 30 days if the property is left in satisfactory condition, with no Renter damage to the property. **YOU CAN OPTIONALLY CHOOSE TO HAVE YOUR SECURITY DEPOSIT REFUND SENT TO YOU VIA ZELLE BANK TRANSFER. THIS WILL SPEED THE REFUND PROCESS BY A WEEK OR MORE. IF YOU WANT TO DO THAT FILL IN THE PHONE NUMBER ASSOCIATED WITH YOUR ZELLE ACCOUNT HERE**
_____. **IF YOU DO NOT COMPLETE THIS BLANK, CHECK WILL BE MAILED.**
10. **Check out time is 12 Noon SHARP.** Cleaners will arrive between 12:01PM and 12:10PM. No one should be in the house or on the property after 12 Noon.
11. A \$35 fee will be charged for nonsufficient funds checks.
12. There is no house phone. Our guests use cell phones.
13. **CANCELLATION:** Any payments made will be refunded upon cancellation, **ONLY** if the house is able to be re-rented at the same price or greater. Security deposit will be returned upon cancellation regardless of whether the property is re-rented, or not. If re-rented for same price or greater, refund will be in full, less an administrative fee of \$100. If property is re-rented at less than the full amount, then refund will be the reduced by the amount the property was discounted to re-rent, and reduced additionally by the \$100 administrative fee. If property is re-rented for more than the amount on this contract, the \$100 administrative fee will be waived, and refund will be made, in full.
14. There will be no refunds for inclement weather, accept mandatory evacuations. A prorated refund will be made for evacuations.
15. Any and all interest earned or accrued on deposits and advance payment will be for the owner not the Renter. All advance payments and Security Deposits will be deposited by Owner to a Trust account at SunTrust Bank, Albemarle, NC. Owner may make partial withdrawals from the SunTrust Trust account only in accordance with the NC Vacation Rental Act.
16. If you use any of the recreational/sporting equipment, you will be responsible for any loss or damage. Please treat our belongings with care. Normal wear and tear is expected.

17. Rental charges are based in part on the number in a party. No more than the number of people set forth in this contract should ever stay in the house. Violation will result in occupancy terminated with no refund of Rent. Day Visitors are permitted only with advance permission and should there be no more than 9 persons at the house, and day visitors not permitted more than ½ day. Vehicle Limit of 3 includes any vehicles of day visitors.
18. If for any reason we must cancel the contract prior to the start of your stay due to some unforeseen problem with the cottage, or we must terminate your contract in the midst of your stay, we would refund your money in full, or pro-rata, as may be applicable.
20. **COMPLETING CONTRACT AND PAYMENT.** You should print this document from the web page and sign and date each page as confirmation of your agreement. Email the contract to us for preliminary approval, and upon such approval, you should promptly mail a check for 50% of the total rent excluding taxes and security deposit. Final payment will be the 50% balance of the contract total rent including taxes and including the \$400 refundable security deposit. Please send a self-addressed, stamped envelope with your check. Your contract is final only upon our receipt AND deposit of the initial payment as required.
21. **BALANCE OF PAYMENT** The balance of rent, security deposit, taxes, and any other payments due after the initial payment, in other words payment in full of the contract total, is due and must be received 30 DAYS before the rental starts. **NO REMENDERS WILL BE SENT.**
22. **INSPECTION OF PROPERTY** The property will be inspected upon your departure. If damage has occurred to the property, please report it at the time it occurred so we can try to repair it before the next renters arrive.
23. **KEYS** are at the house. We will email you about how to access them when we receive your final payment.
24. **LOCKOUTS** If you lock yourself out please call or text us and we will get you back in as soon as possible. Additional charges may apply for lost keys..
25. **MAINTENANCE AND REPAIRS** We do our best to keep everything in good repair. When getting in the house if you find anything that is not in good working order please notify us as soon as possible.
26. There will be no refund/rebate for malfunctions in or breakdown of appliances, air-conditioning, or TV's.
27. Locked cabinets and closets are the owners and not to be entered.
28. **Propane Grill:** Propane Gas for Grill is not included. We keep at least 2 tanks on site. These will need to be periodically refilled by exchanging at a nearby retail outlet, at renter's expense. We do try and keep propane on site, but do not promise there will be an ample supply. If there is only 1 tank operational when you arrive, you should refill one of the spares and let us know. Propane grill is not to be moved. It is located on a side deck near the kitchen. We have plenty of grill cleaning tools.
29. **OCCUPANCY** The maximum number of people allowed is as stated in the contract below. City ordinance does not allow additional guests to sleep in vehicles or trailers parked on property or in boats. If your group is different than is listed below, or there are more than 3 vehicles at the property, you may be evicted without refund. Day guests may be permitted up to ½ day and only with advance written request by the guest (email or text) and permission granted by the owner. Day Guests and Contracted Guests should not exceed 9 persons on the premises at any point in time.
30. Renter (Guest) is fully responsible for any and all damages to the premises, regardless of the amount of Security Deposit paid.

IT IS RECOMMENDED THAT YOU READ ALL OF THE ABOVE INFORMATION. If there is any contradiction between this document and the web site this document takes precedent.

205 E. Brown St, Southport, NC 28461- PLEASE COMPLETE FULLY BELOW AND INITIAL

NAME OF PERSON RESPONSIBLE- MUST BE SAME PERSON(S) SIGNING CONTRACT	<u>Complete with answers in the blanks below.</u>
NUMBER IN PARTY	
GROUP TYPE (e.g., Family,Couples,Golf,Adult other)	
ADULTS-# (AGED 25 AND UP)	
YOUNG ADULTS-18-24 #	
TEENS-#	
CHILDREN (12&Under)-#	
PREMAKE BEDS? y/N	
BEGINNING DATE OF STAY-	
# of NIGHTS IN STAY-	
CHECK-OUT DATE OF STAY-	
HOUSE RENT CALCULATION WITH TAX.	HOUSE BASE RENT OF \$ _____ + _____ +\$Tax\$ _____ =TotalHouse Rent
Add Security Deposit	\$400
TOTAL TO BE PAID WITH SECURITY DEPOSIT (RENT + \$400 =.....)	

- (1) **Half "Base Rent Including Cleaning"** is due to reserve property, unless reserved in prior year. If reserved in prior year, \$300 due with contract and balance of "Half House Base Rent" due by Jan 15. In all circumstances 100% of all house rent and security deposit is due 30 days prior to the first date of the rental period.

RELEASE & WAIVER OF LIABILITY AND INDEMNITY AGREEMENT for HOT TUB USE
 IN CONSIDERATION OF the risk of injury that exists while SOAKING IN the HOT TUB (hereinafter the "Activity"); and
 IN CONSIDERATION OF my desire to participate in said Activity and being given the right to participate in same;
 I HEREBY, for myself, personal representatives, executors, administrators, assigns, guests, children, heirs, and next of kin, (hereinafter collectively, "Releasor," "I" or "me", which terms shall also include Releasor's parents or guardian if Releasor is under 18 years of age), knowingly and voluntarily enter into this WAIVER AND RELEASE OF LIABILITY

and hereby waive any and all rights, claims or causes of action of any kind arising out of my participation in the Activity; and

I HEREBY release and forever discharge Marc and Sharon Weibel of 3496 Milford Ct, Concord, NC 28027, (hereinafter "MW and SW") their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns (collectively "Releasees"), from any physical or psychological injury that I may suffer as a result, direct or indirect, of my participation in the Activity.

I HEREBY acknowledge that upon entering the hot tub area, I will continuously thereafter, thoroughly inspect such area. My continued presence constitutes an acknowledgment that I have inspected this area and find and accept such areas as being safe and reasonably suited for the purposes of the Activity. I further agree and warrant that if, at any time, I feel or think anything to be unsafe, I and all guests will immediately leave the area and advise MW or SW.

I am voluntarily participating in the Activity and I am participating entirely at my own risk. I am aware of the associated HOT TUB RISKS which may include but are not limited to drowning, heat exhaustion, heat stroke, skin/ear/bladder/lung or other infections, chemical burns or irritations, physical/psychological injury, pain, suffering, illness, disfigurement, disability, economic or emotional loss, paralysis or death. I understand that these injuries or outcomes may arise from my own or others' negligence, including that of MW or SW, or from the conditions at the Activity location. Nonetheless, I assume all related risks, both known and unknown to me, of my participation in this activity. Some of the known risks and precautions are noted below and I have read and understand these:

- Pregnant women, minors (under 18 years old) and those with heart disease ARE NOT ALLOWED IN THIS HOT TUB. _____
- If you are taking medication of any kind, or being treated for diabetes, low or high blood pressure, strokes, epilepsy, weakened immune system or other conditions, or are a frail elderly person, consult your physician prior to use of the hot tub. _____
- **It is advised to limit your soak in the hot tub to no more than 15 minutes at a time. If you overheat and faint, you can drown.** _____
- Shower when you get out to rinse off the hot tub chemicals. _____
- Keep your head, arms and upper chest out of the water to avoid overheating. Get out if you feel dizzy, overheated, nauseous, or unwell. _____
- Stay hydrated before getting into the hot tub. _____
- If the water looks murky or slimy, don't get in. Alert us. _____
- Check the temperature. Do not get in if over 104°. _____
- DO NOT DRINK ALCOHOL or USE DRUGS before or during hot tub use. _____
- Please KEEP the hot tub CLEAN and CLEAR: Shower before you get in to get off most particles, oils, cosmetics and hair and skin products. No shoes, street clothes, pets or glass containers in or around the hot tub. Do not eat, or drink, or use soap and shampoo while INSIDE the hot tub. Do not urinate or spit into tub. And please, no "adult activity" while inside the hot tub. _____

- Don't get in tub if you have open sores or wounds, or cuts, or diarrhea. _____
- Close the lid when you are finished. _____
- Do Not sit, lay or stand on the hot tub cover – it will collapse into the hot tub. _____
- Be careful when getting out so you don't slip and fall. _____

I FURTHER AGREE to INDEMNIFY, DEFEND AND HOLD HARMLESS the releasees against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs.

I FURTHER ACKNOWLEDGE that Releasees are not responsible for errors, omissions, acts or failures to act of any party or entity involving this Activity on behalf of the Releasees. In the event that I should require medical care or treatment, I authorize MW and SW to provide all emergency medical care deemed necessary, including, but not limited to, first aid, CPR, use of an AED, emergency transport, and sharing of medical information with emergency personnel. I further agree to assume all costs involved and agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

I hereby acknowledge that I have carefully read this "waiver and release" and fully understand that it is a release of liability. I expressly agree to release and discharge MW and SW and their Releasees from any and all claims or causes of action and I agree to voluntarily give up or waive any right that I otherwise have to bring a legal action against MW and SW for personal injury or property damage. To the extent that statute or case laws does not prohibit releases for ordinary negligence, this release is also for such negligence on the part of MW and SW and Releasees.

I agree that this Release shall be governed for all purposes by North Carolina law, without regard to any conflict of law principles. This Release supersedes any and all previous oral or written promises or other agreements. This waiver and release of liability shall remain in effect for the duration of my participation in the Activity, during this initial and all subsequent events of participation.

In the event that any damage to equipment or facilities occurs as a result of my or my family's, guests, or agent's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any such actions of neglect or recklessness.

In the event that any provision contained within this Release shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect.

Contact: fun@mysouthportvacation.com and

**mail payments via check to: Marc Weibel, 3496 Milford Ct.,
Concord, NC 28027.**

Upon receipt AND our deposit of the payment, your contract is bound. We are glad we are able to rent our home to you and trust that you will treat it with respect. If you have questions or need clarification please email us or text to 704-467-4077. You can phone us, anytime, as well.

AGREEMENT AND ACCEPTANCE-

**RENTER
SIGNATURE-**

DATE-

PRINT SIGNATURE-

MAILING ADDRESS-

EMAIL-

PHONE-(H and C):