

Beachfire Bungalow Rental Agreement

THIS IS 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.

IN CONSIDERATION of the rent received and the mutual promises herein, the Owner of the subject property, through Conor and Alejandra Shinnick, her agents, does hereby lease and rent to Tenant that certain property described above and under the following terms and conditions.

This agreement is made on the _____ day of _____, 20____.

BETWEEN: **Conor and Alejandra Shinnick**, for the rental property known as "Beachfire Bungalow" hereinafter referred to as "Property." For the purpose of this Agreement, Conor and Alejandra Shinnick shall be defined as the Agents.

AND

Name: _____

Address: _____

Cell Phone: _____

Email Address: _____

(hereinafter referred to as "the Tenant")

I agree to rent from Conor and Alejandra Shinnick the premises known as "Beachfire Bungalow" for the period commencing on _____, 20____ and ending on _____, 20____.

Under the following terms and conditions, it is understood that the property will be used as a family rental only. NO HOUSE PARTIES, weddings, or receptions are allowed.

Minimum Age

Minimum age to rent this property is 25 years old.

Deposit

I agree to pay a Reservation Deposit equal to 50% of the rental fee. That deposit will hold my reservation and will be deducted from my rental fee.

Rental Fee

I agree to pay the total rental fee that has been agreed upon no later than 30 days prior to the commencement date of the rental period. Failure to pay in full within this timeframe may result in cancellation of reservation and forfeiture for deposit.

Tenant's credit card statement will show payments made to Pine and Palm Vacation Homes. All payments are subject to a non-refundable 3% credit card processing fee, which is included in the total rental fee. Agent will deposit all funds into an interest-bearing trust account with USAA Federal Savings Bank, Texas, with any interest payable to Agent.

If the Agent is unable to provide the property in a fit and habitable condition at the time the tenant is to begin occupancy, a full refund of all payments made will be given to the tenant.

Cleaning Fee

I agree to pay a non-refundable cleaning fee of \$225. I understand that if check-out procedures are not followed and cleaning beyond what is normal and expected is required after my check-out, I may be subject to an additional cleaning fee.

Security Deposit

I agree to have a \$500 hold placed upon my credit card the day before check-in to act as a security deposit. This is not a charge and will not show up on my credit card statement unless collected upon if damages occur, in which case any amount up to \$500 may be retained. If no damages occur, the hold will be released three days after checkout.

Cancellation Policy

- I agree that if I cancel within 48 hours of booking, I will receive a full refund, so long as the check-in date is at least 14 days away.
- I agree that I will receive a full refund for cancellations made at least 45 days before check-in.
- I agree that I will receive a 50% refund for cancellations made between 30-44 days before check-in.
- I agree that I will receive no refund for cancellations made within 30 days of check-in.

Problems/Broken Items

I agree that my failure to report cleaning issues immediately upon arrival will negate the possibility of any recourse.

I agree to report any damage/broken items, appliances, etc. immediately.

I understand that there can be no guarantee that any particular item, appliance, etc. will be in full working order for the duration of my stay. I agree not to ask for any type of refund if every reasonable effort is made to repair/replace anything I report as damaged or broken.

Damages

I agree to maintain this property in as good condition as I find it and agree to replace or pay for any loss, breakage, or damage to the satisfaction of the Agent.

Pet Policy

Dogs are allowed on a case-by-case basis only. No cats allowed. Failure to get prior approval of a pet may result in termination of rental, immediate eviction, and forfeiture of security deposit.

I agree that I will disclose any and all dogs to the Agent prior to check-in.

Upon approval, I agree to pay a non-refundable Pet Fee of \$115 +tax per dog.

I agree that I will provide a crate and use it to contain my dog(s) anytime they are left alone in the house.

I agree that I will pick up and dispose of all pet waste on the property prior to departure.

I agree that I will not allow my pet in or on top of the hot tub.

Hot Tub

I understand that the use of the hot tub is at my own risk. Housekeeping will drain, clean, and disinfect the hot tub after every check-out.

Bromine tablets are used to maintain the water quality, however some individuals may be sensitive to bromine. Bromine may also damage jewelry finishes.

I understand that it is advised that the hot tub is not to be used after consuming alcoholic beverages or if someone is pregnant or has a pre-existing health condition.

I agree that minors will be supervised at all times in and around the hot tub.

I agree that no one will sit, stand, or place heavy objects upon the hot tub cover. The hot tub cover contains a styrofoam insert that can break if pressed upon. If styrofoam insert is broken, I understand that I will be charged a replacement fee of \$600.

I agree to keep the hot tub cover closed when not in use so the hot tub will remain warm and clean.

Kayaks and Swimming

Lake Norman is an active boater lake and Beachfire Bungalow is located on a main channel with no lifeguards and limited visibility within the water. I understand that swimming in the lake is inherently dangerous and could lead to injury, illness, or death and do so at my own risk. Kayaks

and life jackets are provided for guest enjoyment. I understand that it is the responsibility of the tenant to ensure proper fit of life jackets and that I assume all risk, including injury, illness, and death, in use of the kayaks. I understand that the Homeowner and Agents bear no responsibility in my use of the lake or kayaks.

Quiet Hours

I understand that Beachfire Bungalow is located in a quiet residential neighborhood with nearby neighbors on both sides of the house. As such, Quiet Hours are from 10pm- 7am and I agree that all conversation will be brought inside during those hours. Loud music is not allowed at any time. Failure to comply with these rules may result in eviction.

Check-in/Check-out Times

Check-in time is 4:00pm. Check-out time is 10:00am.

Check-out Procedures

I agree to vacate said premises upon the termination of this agreement at 10:00am on the day of check-out. Before vacating, I will:

- Place all dirty towels in the bath tubs. Beds should be left unmade. Sheets do not need to be stripped from the bed.
- Wash all pots and pans. Load and start the dishwasher.
- Remove all food from the refrigerator.
- Collect all garbage and place outside in the garbage bin. Do not place any garbage on the ground outside the bin or on the deck as it will attract animals. If garbage bin is full, leave excess bags of trash just inside the front door.
- Turn off all lights, televisions, and ceiling fans.
- Close and lock the premises.

Garbage

I understand that trash collection occurs every Monday and there may be trash from the previous guests in the outdoor bin upon my arrival. If a Monday occurs during my stay, I agree that I will take the trash bin to the curb on Sunday evening for Monday morning collection. If I am unable to do this for any reason, I will let the manager know in advance so they can make alternate arrangements.

General Conditions

Maximum overnight occupancy is 6 people. No more than 8 people are allowed on the property at any time. If maximum occupancy is exceeded, tenant is subject to immediate eviction.

There is a surveillance camera on the front exterior of the house and the homeowner/agent has the right to access its recordings at any time.

This agreement shall not be assigned, nor the premises sublet, without the written consent of the owner or his agents.

I understand that this is a non-smoking rental. I am permitted to smoke outdoors on the property, but I agree to not leave any cigarette butts behind. I agree to dispose of all cigarette butts in the outdoor trash can. I agree that any violation of the smoking policy may incur a charge to the credit/debit card I provided to pay for any extra cleaning needed to remove the smell of smoke or the removal of cigarette butts.

I understand that use of the fireplace is only available to guests from October 1 through March 31.

I agree not to hold the owners responsible for any items that I leave behind or are stolen.

Right of Entry

I agree that the owner or his agent shall have the right to enter into the premises, or any part thereof, for the purpose of examining the same or making repairs or alterations deemed necessary.

Sale of Unit

I understand the rental unit may be listed for sale. I understand in the event of the sale or transfer of the subject property, the new owner may not be bound to honor this agreement if rental is to end 180 days or more following the recorded sale of the property. In this event you shall be entitled to a refund of rent payments made by the purchaser/new owner. The sale or transfer of the property is subject to NCGS 42A, vacation rental act.

Mandatory Evacuation

In the event of a government-ordered evacuation due to hurricanes or any other reason, tenant is required by state law to evacuate property. Tenant agrees to vacate and secure property within 4 hours of the start of the mandatory evacuation order. Refunds for the period of mandatory evacuation will be made only by Red Sky provided you purchased the optional trip cancellation insurance. If tenant has refused trip cancellation insurance, tenant shall not be entitled to any refund.

Indemnity

I shall fully indemnify, hold harmless, and defend (collectively "indemnify" and "indemnification") Conor and Alejandra Shinnick, their agents and affiliates, (collectively, "Indemnified Parties") from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to reasonable attorney's fees and costs), whether or not involving a third party claim, which arise out of the use of the vacation rental property on 150 Surfside Ln, Mooresville, NC 28117 for the period commencing and

ending on the agreed upon dates in each case whether or not cause by the negligence of Conor and Alejandra Shinnick, their agents, or any other Indemnified Party and whether or not the relevant Claim has merit.

I have read and understand the terms of this rental agreement. I also certify that I am at least 25 years of age and that I will be held responsible for the care of this property being rented under my name. I accept full responsibility for any damages or extra cleaning charges, should they be discovered during or after my departure.

When acknowledged by the tenant and accepted by the owner, this shall constitute a rental agreement.

The undersigned agrees that they and all their guests will use the property at their own risk.

Signed and Submitted by the Guest:

Guest Signature:_____

Guest Name (Print):_____