

# Vacation Lease NC

Vacation Rental Property Address: \_\_\_\_\_

Property Description: \_\_\_\_\_

Vacation Dates: \_\_\_\_\_ Guest Count \_\_\_\_\_ Number of Nights \_\_\_\_\_

## Charges

Vacation Housing Rental \$ \_\_\_\_\_ Cleaning Fee \$ \_\_\_\_\_ Pet Fee \$ \_\_\_\_\_

Kayaks \$ \_\_\_\_\_ Taxes \$ \_\_\_\_\_ Additional Services \$ \_\_\_\_\_

**Grand Total** \$ \_\_\_\_\_

## Payments

Reservation Fee \$ \_\_\_\_\_ Date Received \_\_\_ / \_\_\_ / 20\_\_

First Payment \$ \_\_\_\_\_ Due Date: \_\_\_ / \_\_\_ / 20\_\_

Final Payment \$ \_\_\_\_\_ Due Date: \_\_\_ / \_\_\_ / 20\_\_

Guest List over 25 YO \_\_\_\_\_

Guests List under 25 YO (with Age) \_\_\_\_\_

Pet Description: \_\_\_\_\_

Breed	Weight	Age	Gender	Temperament
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Lessor (host/homeowner) \_\_\_\_\_

Name	Address	Phone	Email
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Property Manager \_\_\_\_\_

Real Estate Broker or Rental Agent: \_\_\_\_\_

## Damage Deposit:

Waived due to Repeat Preferred Guest

Waived due to Excellent Credit History

Check Held By owner and returned if no Damage \$ \_\_\_\_\_

Active Credit Card with sufficient credit available to cover any damages.

A Reservation Confirmation is sufficient evidence of information required above.

## The Golden Rule

Please treat our home like it is your home. We warmly welcome our responsible guests. Please forgive the necessities of a contract. It's the law. Our objective is to be your gracious hosts and provide an exceptional adventure vacation value.

## Damage Deposit Payment

Repairing damage is major problem for the owner and subsequent guests. You are responsible for all costs and consequences of the damages during your occupancy. A waiver of a Damage Deposit does not waive your responsibility for damages. Damages are not limited to your damage deposit. A credit card may be used for a damage, and the owner may, at his discretion, charge or "hold" the damage deposit, or charge \$1.00 to verify the credit card is active (not refundable). Any charge over \$1 will be refunded in full, provided there are no damages. If the owner is unable to collect all damage from billing the provided credit card, the guest shall be responsible for all reasonable, usually legal fees and collection costs.

**Check In / Check Out**

Check-in time is 4:00 PM on your arrival day. Check out is 11:00 AM on your departure day. Extended check in and check outs are by agreement only, but liberally granted, when possible.

**Cleaning & Condition**

We are committed to providing an attractive clean property and exceptional vacation experience and value. Our vacation rentals are professionally cleaned and inspected prior to your arrival and after your departure. Any issues you have with the condition of your rental must be reported to the owner and manager by email and phone within 8 hours of your arrival, or we must presume your vacation rental was delivered in good condition and as represented. We will make good faith efforts to remedy any deficiency within 24 hours. The owner does not provide "Hotel" type daily room cleaning services. Guests agree to keep the premises clean and safe. The standard cleaning fee includes fresh linens and towels, sanitizing kitchens, sanitized baths, and vacuuming of the premises, ONLY. It does not, for example, include replacing damaged linens, cleaning dishes, (except loading the dishwasher), unblocking drains, or "deep cleaning". You are expected to wash sand and sun screen off your body before using and damaging the floors, furniture and linens. Do not redecorate or move heavy furniture like couches beds and dressers. Do not re-arrange wall hangings. If the mature ladies that prepared your vacation can not put the item back where it belongs, please don't move it, or a "moving fee" will apply. Thank you.

**Moving In**

Any dissatisfaction with the rental property must be reported immediately when taking possession. Upon acceptance of the rental, the guest waives any right to make future claims against the owner for unsatisfactory condition. Accepting possession and thereby ratifying that the vacation rental is delivered in good condition, shall be memorialized by any of the following: (1) moving in personal possession, (2) using the rental or (3) accepting keys. Any issues that arise during the tenancy must be brought to the attention of the owner by documented email to the owner and manager (through the rental agency) and followed up with a good faith effort to contact the owner(s) with the provided contact information. The owner shall have no less than one full business day to make good faith efforts to remedy complaints. Failure to make notice to the owner shall constitute a waiver of claims against the owner. Prior to booking, the guests agree to read all listing information as their due diligence, and verify to their satisfaction that the vacation property meets their needs (i.e. handicapped access, bedrooms, bathrooms and expected amenities of the property and local) etc. Amenities not required by law are offered as a gratuities only, on an as is where is basis. (for example: if there is an interruption in internet or Satellite TV, you are not entitled to a refund). The owner shall make good faith efforts to maintain advertised amenities, and comply with applicable law. Guest shall report any existing damages within 24 hours of his arrival, including a photo of the damages. Normal wear and tear are not damages. Broken windows, broken furniture, broken fixtures, missing and damaged amenities are not wear and tear. Any damages not reported shall be the responsibility of the guest in possession.

**Occupancy**

Occupancy is limited exclusively to the written disclosed guests in this contract or reservation confirmation. No other guest or pet may stay overnight without written permission of the "owner". Any illegal use, fraud, misrepresentation, waste or un-necessary liabilities caused by the guest, including "house parties" damages from negligence or recklessness, police intervention, disturbance, or a "party" that more than doubling the listed guest count, shall subject the guests to forthwith eviction, at the sole discretion of the owner. Guests shall not violate applicable law or Homeowner Association rules (if any).

### **Waste**

Guest are responsible for all damages caused at the vacation home during the guests possession. Damages include but are not limited to repairs, replacement of damaged or stolen items, loss of income due to repairs or waste, and any and all other losses attributable to the guests possession of the vacation home. Guests shall cooperate in avoiding needless waste of the property, utilities or amenities. Please turn off heat and AC when windows are open. Close the windows and doors during rain storms. Shut off appliances that are not in use. Keep the house at a constant comfortable temperature during tropical heat waves.

### **Payments**

- 50% of your total rental is due to confirm a reservation.
- 50% final full payment is due 90 days prior to your vacation date. The Guest authorizes an automatic Credit Card Charge for this payment.
- This lease is ratified by the owner only. When as an if the owner has cleared funds as outlined above.
- The owner accepts cash, checks, credit cards, and other financial instruments, as his sole desecration.
- Actions of a credit card processor, their employees or arbiters, shall only effect the method of payment/non-payment, and not the amount due. Credit card records are only admissible in other proceedings as evidence of payment/non-payment, and shall be submitted without prejudice of the debt collection.

### **Vacation Insurance**

The owner does not provide any “Vacation Insurance”. Guests concerned about medical or other unforeseen events causing vacation cancelation may purchase “Vacation Insurance” through third party vendors. . Guests are advised to carefully review coverage, and reputation of the insurer, when determining the value (if any) of the insurance policy.

### **Cancellations and Refunds**

- Refunds will be made for mandated hurricane evacuation of the vacation rental home. Guest will be refunded on a per diem for the duration of the evacuation order. If for any reason, including storm damage, or other causes, the owner is unable to provide the scheduled vacation, the owner will refund the guest in full or on a per diem. This is the guest’s sole remedy in equity or law. These are the only reasons for any refund. There are no surcharges for perfect weather and no refunds for disappointing weather. Guaranteeing favorable weather is simply not a sustainable business model for any vacation rental, and no one offers “great weather insurance. Off peak season rentals are priced to reflect less reliable weather.
- The first \$200 paid is a “reservation fee” and will be credited to your full vacation rental payment. This payment holds your reservation for exactly 10 days (\$20 per day), until your full or 50% payment is received. “The \$200 reservation fee” is not refundable, but is credited in full, to your total vacation rental payment.
- Cancelations requested 90 days prior to the reservation are refundable (less the reservation fee). Any refunds or rescheduling less than 90 days prior to the commencement of the vacation rental, are solely at the desecration of the owner.
- Your vacation rental is reserved specifically for you and may only be transferred to others, with the owners knowledge and written permission.

**Pets**

Pets listed and permitted by the lease, are subject to immediate eviction if they urinate or defecate in the house. The guests represent that their pets is fully house broken, will not cause waste or disturbance, and will not act aggressively. Pets may never use human beds or human furniture. Assessment of pet conduct is at the sole desecration of the owner and his agents. Guest must make alternate boarding arrangements for their pets or vacate with their offending pets, if the pet behavior causes waster or nuisance, in the opinion of the owner. If pets are prohibited by this lease, then no pet may be on the premises, under any circumstances, and the offending guest may be immediately evicted, charged for damages, and waive any refund claim. The guest waives all claims of injury or loss for their pet, and acknowledges that waterfront and wilderness environments create unusual attractive hazards for pets, that require special supervision.

**Grills and Outdoor Fires**

Propane Bar-B-Q grills, and other fire causing amenities may be provided by the owner or brought by the guest. The guest agrees to use good judgment and vigilant adult supervision to prevent fires and other damages. No open fires of any kind are allowed on the property except provided Bar-B-Q's.

**Smoking**

Smoking restrictions for this property are indicated below. Please respect our non-smoking guests, as we respect your right to smoke. No indoor smoking is allowed under any circumstances. Some properties allow outdoors smoking on open porches, decks. Designated properties restrict all smoking or any open fires anywhere on the property due to the extreme hazard and an all Volunteer Fire Department and limited access by fire suppression equipment. Please accept our apologies for this inconvenience. A \$300 fee is assessed for violating smoking restrictions, plus any direct damages (fumigating, cigarette burns etc.).

No Smoking inside the House

No Smoking on the property.

No open fires anywhere on the property

**Repairs**

With reasonable notice, the owners or his agents may enter premises for repairs, maintenance, or any business necessity. The owner may secure certain closets or areas for cleaning and rental supplies or the owners personal possessions, provided all represented amenities are left available for our guests.

**Causes for Immediate Eviction:**

The owner may terminate occupancy immediately for any illegal use, or for any use other than vacation rental to the persons listed on this lease. Causing fires, waste, reckless or foreseeable damages, disturbance, police intervention, or any other hazard to life and property, is cause for immediate eviction without reimbursement.

**Slander and Defamation**

Making or publishing slanderous or defamatory statements adverse to the vacation host or house shall be a cause of action against the offending party. That party has an affirmative duty to substantiate those claims, sufficient to prevail in legal proceedings, including evidence that the owner was properly notified of any deficiencies and failed to remedy, and provide the owner of any such claim prior to publication. If slander or defamation is used to "blackmail" the owner or for any unjust enrichment, the owner shall be entitled to damages of triple the total rental contract price, plus legal fees , administrative fess of \$200 per hour and court costs.

**Liabilities**

The guest acknowledges that waterfront and wilderness properties have unique dangers to life and property, and agree to mitigate all foreseeable and other hazards to the best of their ability, and hold the owner harmless for any and all claims, including injury or loss, except if wholly attributable to foreseeable gross negligence of the owner. The renters agree to use life preservers as needed, properly attend children, pets and invitees, at all times, and prevent dangerous, destructive or nuisance activities. The guest has a duty to report all dangerous conditions that they become aware of, and use good judgment to mitigate damage or injury until the owner is able to remedy. Guest's breach of any duty contained in this lease shall be considered material, and may result in the termination of tenancy and collection of damages.

**Safety Indemnification**

Guests agree to release, indemnify and hold harmless, the owner and his agents from any and all liability including personal injury or property damage to the Guests/lessee/pets listed herein, and or anyone invited or allowed access to the leased property, by guests/lessees. This indemnification specifically includes, but is not limited to, use of any water craft, spas, swimming pools, hot tubs, decks and whirlpools or anything provided by the owner or his agents.

**Disclosures and Liability Waiver**

The vacation guests acknowledge that waterfront and wilderness locations have inherent risks. Safe adventure vacationing requires vigilant caution and good judgment. Cedar Island is 97% Federal Wildlife Refuge. Guests indemnify the owners for any misfortunes that are not the foreseeable gross negligence of the owners. For example: Don't pet the wild horses, dolphins or seals. Don't swim alone. Don't get lost in the woods. Use sun screen and insect repellent when appropriate. Always secure the house against pest intrusions (bugs and critters) and don't create attractive nuisances like garbage "feasts". Don't chum feed predators. Heed public warnings. Don't start fires of any type in or near any structure. Guests are responsible for their own safety and all damages they cause. No lifeguards are available. Using life jackets is requisite during at risk activities.

**Ratification of Agreement**

Your signature on this agreement, or the payment of money, or the taking possession of the property after your receipt of this agreement, is evidence of your acceptance and ratification of this agreement and your intention to use this property on the terms herein and solely for a private, personal vacation rental, as provided under North Carolina law.

Signatures are not required under the North Carolina Vacation law.

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Signature Date

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Signature Date

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Signature Date

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Signature Date