



Oyster Pointe | 700 W. First Street | Kill Devil Hills, NC 27948 | 252-256-7117

## RENTAL AGREEMENT - BOOKING CONFIRMATION

This is a vacation rental agreement between Timothy Smith and Lisa Ha Smith (owners) and \_\_\_\_\_ (guest). The person signing the agreement must be an occupant of the condo during the entire rental period.

All other members of the rental party:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Number of Dogs: \_\_\_\_\_

*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 the receipt of the agreement, is evidence of your acceptance of the agreement and your intent to use this property for a vacation rental.*



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## RENTAL AGREEMENT - RULES AND REGULATIONS

1. **PAYMENT AND TERMS** - A signed agreement, copy of a government-issued ID and payment of agreed upon deposits is due 24 hours after you make a booking request. Any outstanding payments are due 30 days prior to rental. We may, without notice to you, treat failure to pay and sign the agreement within these time frames as a reservation cancellation by you and re-rent to another party.
2. **DOGS** - Well behaved, house trained dogs are welcome on a pre-approved basis with a pet fee of \$75 plus taxes. Dogs must be current on vaccinations and flea/tick treatment. When outside, dogs must be leashed and owners must pick up their pets' waste. ***Dogs are not allowed on furniture.***
3. **CHECK-IN/CHECK-OUT** - Owners will send check-in instructions at least 14 days prior to rental date. Check-in is after 3pm, check-out is by 11am except by prior arrangement.
4. **SECURITY DEPOSIT** - Our goal is to refund 100 percent of your security deposit. It is held in a non-interest bearing account (or as a credit card hold for Airbnb guests) and is fully refundable within 14 days of departure, provided the following:
  - a. No damage is done beyond normal wear and tear. No items are missing.
  - b. Property is generally neat, tidy and ready for normal cleaning.
  - c. All trash is placed in dumpster, furniture is moved back to its original position, dishes and towels are washed and put away.
  - d. No smoking in the unit or on the deck.
  - e. Pool/tennis key is left inside the unit. There's a \$10 missing key charge.
  - f. No charges are incurred due to early check-in/late check-out, contraband, noise violations (Dare County's noise ordinance is between 11 p.m. to 7 a.m.), dog litter violations or other unlawful behavior.
5. **REPAIR/MAINTENANCE** - Owners or our representative may come into the property with reasonable notice for reasons of repair or maintenance.
6. **WRITTEN EXCEPTIONS** - Any exceptions must be approved in writing or email.
7. **CANCELLATIONS/REFUNDS** - For a full refund, notice is required at least two weeks before the check-in date. Inside of 14 days, there will be ***no*** refunds for cancellations or shortened stays for any reason except mandatory evacuation for hurricane or other order. We recommend all guests purchase trip insurance. Ask for recommendations.

- a. **Mandatory evacuations.** In case of a mandatory evacuation that includes Oyster Pointe on Kitty Hawk Bay, you will be refunded rent on a prorated basis for only the period the evacuation order is in effect.
  - b. **Inconveniences.** We do our best to deliver a clean, well appointed vacation condo, but just like your own home, mishaps sometimes occur. There will be no refunds for any temporary defects or stoppage in utilities like water, electricity, cable or Internet, acts of neighbors such as construction, maintenance or noise, or natural or weather conditions. So long as it is within our control, we will attempt to remedy the situation as soon as you make us aware of it.
  - c. **Possession.** If the condo cannot be delivered on the agreed date due to loss, destruction, or failure of a previous guest to vacate, either party may terminate this agreement and a full refund will be issued to you.
8. **HOLD HARMLESS/LIABILITY** - We have made every effort to ensure that the unit is well maintained, sound and safe. It is understood and agreed that owners shall not be held liable for any injuries, accidents, theft, or other harm except that resulting from our own negligence. If a dispute arises out of this contract that cannot be settled through negotiation, both parties agree to try to settle the dispute by mediation.

**By signing below, I agree to all terms and conditions of this agreement.**

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Printed Name** \_\_\_\_\_

**Address** \_\_\_\_\_

**City, State, Zip** \_\_\_\_\_

**Email** \_\_\_\_\_

**Phone** \_\_\_\_\_



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## Linens

**Bed linens** *complimentary if booked more than two weeks in advance)*

**Please select:**

master bedroom (king)      second bedroom (queen)

none (prefer to bring my own)

**Towels - Please choose one:**

I will bring my own towels.

I will use the house towels and agree to wash and return them before leaving.