



RENTAL AGREEMENT

Date: _____

Guest: _____

This agreement constitutes a contract between _____ (Guest) and Robert and Susan Frank (Owners) of the rental cottage, **located in Village of Stump Sound, North Topsail Beach, North Carolina.** Please read it carefully, sign it (w/ each page initialed) and **return one copy to the Owner along with a copy of your driver's license.**

Tenant/Guest Information:

Name: _____ Home Phone: _____

Address: _____ Cell Phone: _____

_____ Dog: _____

Email: _____ Drivers License#: **Include Copy w/ contract**

Number of adults (18+): _____ Number of children (0-17): _____

Arrival/Departure Dates:

Arrival Date: Sat. _____ (after 3:00 pm) Departure Date: Sat. _____ (before 10:00 am)

Rent and Fees:

Base Rent \$ _____

Linens \$ _____

Pet Fee \$ _____

NC Taxes 10% \$ _____

Security Deposit (refundable) \$ 600

Total Due \$ _____

Reservation/Can. Fee (**due w/in 5 days of contract**) \$ 500

Pmt#2 due w/in 2wks of contract by _____ \$ _____

Balance (**due 60 days before arrival by _____**) \$ _____

Email/Mail Contract/Make Payment to:

Susan Frank (919) 848-8371 (Phone)

5828 Bayberry Lane

Raleigh, NC 27612-2881 flipflopinn@nc.rr.com

1. **Reservations:** Reservations are confirmed upon Owners' receipt of 50% of the rental costs received from you within 14 days of making your reservation. Guest's reservation is for the time



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specified under arrival and departure dates. Guest name on this lease is the responsible party for the reservation and all lease obligations.

2. **Payment:** Owners require a nonrefundable \$500 reservation deposit with contract to hold guest's reservation dates. An advance payment deposit of 50% (minus the reservation deposit) of the total rent is due within 14 days of reservation date in order to confirm guest's reservation. Final payment is due 60 days prior to arrival date. If we do not receive any required payment by the scheduled date, guest's reservation is subject to cancellation and all payments and deposit monies forfeited. Reservations made less than 60 days prior to arrival require full payment to the Owner.
3. **Taxes:** Guest is quoted a rental price estimate that is based upon current tax rates. However, it is possible (but rare) that tax rates will change between now and the time of your stay. Guest will be notified if there are any changes to the quoted tax rate. Any adjustments will be made in the final rent payment due 60 days before arrival.
4. **Occupancy:** Occupancy is restricted to twenty (20) individuals (babies in cribs not included). Any leaseholder found in breach of this contract will be evicted and monies will not be refunded. This is a very strict maximum.
5. **Getting Here:** Upon receiving guest's final payment, the Owner will send details on the rental, along with the lockbox info, pass codes, and contact information of our very pleasant manager.
6. **Arrival/Departure:** Plan to arrive at the Flip Flop Inn no earlier than 3:00 PM. Departure is strictly at 10:00 AM. This is a must due to the logistics of turnover. The Flip Flop Inn is a large house and the housekeeper needs this time to clean it properly.
7. **Linens.** Bed Linens are included your rental unless otherwise specified. Please return all bedding (comforters, shams, and pillows) to the proper beds. Any additional bedding, pillows, etc. that was taken out of closets, etc. should be returned to the same location. This will help insure that we do not charge you for missing items that have been moved and misplaced.
8. **Cleaning.** The guest prior to departure must perform light cleaning of the house. This means there should be no trash left in the house, furniture is left in its original location, baby cribs folded/stored, all dishes are cleaned and properly returned to the cabinets, and all food is removed from the refrigerators. Failure to leave the cottage in a near clean condition may result in additional cleaning charges that will be deducted from the security/damage deposit.
9. **Parking:** We recommend a limit of eight (8) cars at the Flip Flop Inn. There is no on street parking allowed in the Village of Stump Sound, as restrictive covenants prohibit parking anywhere other than garages and driveways, Vehicles parked on the street are subject to towing at vehicle owner's expense. Please consider this when making reservations and travel arrangements.
10. **Garbage:** Garbage is collected every Wednesday and Saturday (take out Tues. and Fri. nights) during the Prime rental season. Wednesdays only during the offseason. Garbage cans should be pulled out curbside **ONLY AFTER** 6 pm the night before pickup, and must be pulled in as soon as possible the day of collection. North Topsail Beach charges a \$50 fine for trash cans left out on non-trash pickup days. Guest is responsible for complying with the trash ordinance and any fines



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assessed during guest's stay will be deducted from the security/damage deposit. (**Recycling:** is picked up Wednesdays (take out Tues. night).

11. **Village of Stump Sound Rules and Regulations:** Guest agrees to comply with all Village of Stump Sound Rules and Regulations, copies of which are available at the cottage website, <http://www.flipflopintopsail.com/>, posted in the cottage, and will be provided to the guest in an email prior to arrival. Failure to comply with the rules and regulations may result in eviction.

12. **Security/Damage Deposit:** A security/damage deposit of \$600 is required on all reservations. The security/damage deposit's purpose is to protect the Owner's home and contents from damages. **If damage exceeds the security deposit, the guest agrees to be charged and to pay any and all damage charges above the security deposit.** In addition, if any checkout procedures aren't followed, additional charges will be deducted from security/damage deposit. Checkout guidelines are given to you in advance. The Flip Flop Inn is inspected before and after every tenancy. While you are here, we ask your cooperation in reporting any damage upon arrival. The security/damage deposit, less any charges incurred where applicable, will be refunded within 21 days of departure.

Guest -- you are responsible for any damages incurred during your group's tenancy. Your security deposit will be fully refunded by postal mail within 21 days of your departure, providing the following provisions were met:

- a. There was no damage to the cottage or its contents beyond normal wear and tear.
 - b. All debris, garbage, etc., was placed in outdoor trashcans.
 - c. Dishes are cleaned and properly stored.
 - d. Cottage was left in a neat and near clean condition.
 - e. No items were missing from the cottage.
 - f. All keys are returned to the Guest box in the pantry.
 - g. The number of guests did not exceed max allowed.
 - h. There has been no smoking in the house (smoking outside only).
 - i. Garbage was properly disposed of and garbage containers properly stored as required by North Topsail Beach town ordinance.
 - j. No fines were levied by the Village of Stump Sound do to improper parking, noise and/or nuisance behavior, or pool violations.
 - k. Guest was not evicted
13. **Cancellation:** There are no refunds for reservation cancellation under any circumstance, including weather, mandatory evacuations due to hurricanes or other natural or manmade disasters, or any other cause. We strongly recommend purchasing "Trip Cancellation Insurance", which is available through most insurance agents or sites on the Internet (insuremytrip.com).
14. **Mandatory Evacuation:** If state or local authorities order a mandatory evacuation of an area that includes the Premises, Tenant shall comply with the order. Tenant will not be entitled to a refund and is encouraged to purchase Trip Cancellation insurance.
15. **Noise/Nuisance:** Guests should not disturb neighbors with loud noise or music, or unlawful, unsafe, or pollution causing behavior. Should guest allow or participate in such behavior, guest will be evicted and forfeit the remainder of the rent monies and security/damage deposit.



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16. **Parties:** There are to be no parties in the Flip Flop Inn. And yes, of course, having a few friends and family in occasionally is fine (we want everyone to have a wonderful stay) but by a few friends we mean no more than 30 people total, including the guests staying in the Flip Flop Inn. We have learned that we need to define "having guests in" includes 30 people, total, whether in the cottage, on the deck, or on the porches. Sadly, we also have had the need to delineate "occasionally"- occasionally means once in a while; it does not mean 30 people all day, every day and all night, every night. We don't mean to sound so strict -- we truly want you all to enjoy the house -- we just want it taken care of for everyone to enjoy.
 17. **Elevator:** The maximum capacity of the elevator cab is 750 lbs. The elevator is not a toy, and may only be used by competent individuals over the age of 18. The elevator is safe and reliable when used properly. The elevator system has many safety interlocks to prevent harm. However, if any safety interlocks are bypassed, serious injury or death can occur. People under the age of 18 may ride the elevator only when accompanied by a competent supervising adult. You are fully responsible for the costs of any elevator repairs caused by abnormal use. **NO CHILDREN PLAYING ON THE ELEVATOR!**
 18. **Repairs:** Even the best or newest equipment occasionally malfunctions and cannot be guaranteed 100% of the time. The Flip Flop Inn has an excellent maintenance team. Problems are corrected as soon as humanly possible. Agent authorized employee or repairman may enter the premises during business hours for purposes connected with repairs, care, or maintenance of the premises.
 19. **Construction:** North Topsail Beach is a highly desirable, developing resort area, with houses occasionally under construction. We do not give refunds due to construction noise. If you are concerned, call and inquire before you book your reservation.
 20. **Consideration:** The owner will make every effort to correct any problems you may experience in as timely a manner as possible. Recompense will not be issued due to malfunctioning equipment or other guest's dissatisfaction. You can expect a courteous, professional, and very caring attitude towards problem solving.
 21. **Pets.** Guests are expressly forbidden from bringing a pet onto the premises, **unless arranged in advance.** Guests having uninvited pets on the premises, whether in the house, on the decks, or on the grounds to the house, will be subject to immediate eviction and forfeiture of all rent monies and security/damage deposit.
 22. **Telephone:** Any long distance calls made within the Continental USA are fine to make, although no directory assistance is allowed.
 23. **Indemnification:** Guests agree to indemnify and save homeowner and service contractors, free and harmless for any liabilities, or any loss or damage, whatsoever arising from, related to, or in connection with rental of the premises including but not limited to any claim or liability for personal injury or damage or loss of property which is made, incurred, or sustained by guests or guests of guests.
 24. **Expedited Eviction.** The expedited eviction procedures set forth in the Vacation Rental Act will apply to tenancy under this agreement. Guest may be evicted under such procedures if guest (i) holds over in possession after guest's tenancy has expired; (ii) commits a material breach of any

