**SHORT TERM RENTAL AGREEMENT**

**Topsail at the Beach/Steve Puckett
2507 Riverbend Road, Jamestown, NC 27282 (336) 856-0326**

This agreement made this 4th day of January, 2011 between XXXXXXXXXXXXXX 25213 (hereinafter called the Tenants) and Steve Puckett (hereinafter called the Landlord) concerning the short term rental of the property located at 529 Ocean Drive, North Topsail Beach, NC 28460.

Total people in renting party: Adults: 7 Children: 4 not to exceed 12. Rental period begins at 4 pm on Saturday, June 18th and ends at 10 am on Saturday, June 25th, 2011.

Total Rental Amount: $3995.00

Tax: $439.45

 Cleaning Fee: N/C

Linens: N/C

Hot Tub: N/C

Heating of Pool: N/A

Reservation Deposit: $500.00 Check. This is NOT applied to the rent and converts to a Security/Damage Deposit upon occupancy of the premises. The amount of $500.00 will be refunded (provided terms of agreement are met) within 30 days after departure.

**Total Amount Due: $4534.45**

**Deposit due with signed agreement:** **$500.00**

**50% of rental amount due 90 days prior to rental date.**

**Balance due along with taxes and other fees 45 days prior to commencement of the rental.**

 **Terms of the Agreement:**

1. The Landlord has the right to inspect the premises without prior notice at any time to enforce the terms of this agreement. Should the Tenants violate any of the terms of this agreement, the rental period shall be terminated immediately with no refunds of rents or deposits. The Tenants waive all rights to process if they fail to vacate the premises upon termination of the rental period. The Tenants shall vacate the premises at the expiration time and date of this agreement.

2. There is an international long distance block on the telephone - a calling card is needed for international long distance toll calls. There is unlimited local and long distance for the Continental U.S. phone calling.

3. Cleaning services are provided after departure as a part of this rental agreement; however we require the Tenants to maintain the premises in a good, clean, and ready to rent condition, and use the premises only in a careful and lawful manner. The tenants shall leave the premises in a ready to rent condition at the expiration of the rental agreement, defined by the Landlord as being immediately habitable (other than general clean-up) by the next tenants. All kitchen items are to be cleaned and placed in appropriate storage compartments upon departure (do not leave items in dishwasher to be unloaded by housekeeper). Tenants shall pay for maintenance and repairs should the premises be left in a lesser condition. The tenants agree that the Landlord shall deduct costs of said services from the security deposit prior to refund if tenants cause damage to the premises or its furnishings, or if premises require extra cleaning due to excessively unclean conditions.

4. The Tenants shall dispose of all waste material generated during the rental period in a lawful manner and put the trash in the bins along the curb during their stay for pickup. Tuesday and Friday the garbage is picked up early morning from Memorial Day to Labor Day. Recyclables are picked up every Friday between Memorial Day and Labor Day. During other months of the year garbage is picked up on Tuesday only and Recyclables every other Friday. Tenant is required to return bins from the street to bin storage area by 10:00AM on day of pick-up. The Town of North Topsail can levy a $50.00 fine for bins left out at street after 10:00AM. Tenant agrees that should fines be levied due to bins not removed from the street the Landlord shall deduct those fines from the security deposit prior to refund. Garbage placed in Recycle bins will not be picked up by the Town of North Topsail so please make sure all garbage is placed in the “Green” bins provided and all Recycled product is placed in the “Blue” bins.

5. The Tenants shall pay for any damage done to the premises over and above normal wear and tear. Should damage exceed the deposit amount of $500.00, Tenant agrees to pay excess damage fees to Landlord.

6. No animals or pets of any kind will be brought onto the premises unless a previous arrangement has been made with Landlord. The security/damage deposit will be fully forfeited along with possibly having to immediately vacate property along with no refund of rents if any animal or pets are allowed in the premises.

7. The Tenants shall not sublet the property.

8. The Tenants shall have no more than 12 (twelve) persons reside or sleep on the premises. Children of age 4 and above are to be included in this maximum number. If Landlord determines that more than twelve (12) persons have occupied the house then Tenant will be asked to vacate property and will be subject to forfeiture of rental money along with security/damage deposit. We will not rent to vacationing students or singles under the age of 25 years of age unless accompanied by an adult guardian or parent.

9. The Tenants shall behave in a civilized manner and shall be good neighbors respecting the rights of the surrounding property owners. The Tenants shall not create noise or disturbances likely to disturb or annoy the surrounding property owners realizing that the house is part of a neighborhood community with permanent residents. Creating a disturbance of the above nature shall be grounds for immediate termination of this agreement and Tenants shall then immediately vacate the premises. Quiet hour starts at 10 PM and Pool and outdoor noise should be kept to a minimum.

10. There shall be **no smoking** inside the premises. Smoking is permitted outside the home.

12. Landlord shall provide cups, knives, forks, spoons, dishes, and other items as commonly used by the Landlord’s family. Toilet paper, soap, dish detergent, laundry soap, shampoos, and other consumables are to be purchased by the Tennant. No reimbursement will be made for unused consumables left at the premises. If consumables exist at the premises when the Tenant arrives the Tenant is free to use them. Linens may be provided for Tenant depending on the rental package chosen. Linens can be rented or Tenant can bring own personal bath towels and sheets. Beach towels are not provided in linen package. Bath towels are not to leave premises and are not to be used at pool or beach. Beach and pool towels can be rented at extra charge.

13. The Tenants and Tenants' Guests shall hereby indemnify and hold harmless the Landlord against any and all claims of personal injury or property damage or loss arising from use of the premises regardless of the nature of the accident, injury or loss. Tenants expressly recognize that any insurance for property damage or loss which the Landlord may maintain on the property does not cover the personal property of Tenants, and that Tenants should purchase their own insurance for Tenants and Guests if such coverage is desired.

14. Reservation/Rental Deposit amount is fully refundable up to 10 weeks prior to the beginning of the rental period. After ten weeks prior to the rental period the Landlord shall have the right to retain the initial Rental Deposit at the Landlord's discretion. At occupancy date the reservation/rental deposit automatically converts to a security deposit. This deposit will be fully refunded up to 30 days after departure provided all provisions from this contract/agreement are met. Ninety (90) days prior to check-in date one half of the base rental fee is due. Forty-five (45) days prior to check-in date, the balance of rental fees along with taxes and other fees are due. Should Tenant cancel reservations prior to forty-five (45) days of occupancy date a full refund of monies paid including the reservation/rental deposit will be refunded to Tenant. Cancellation forty-five (45) or less from occupancy date shall result in forfeiture of all monies paid to Landlord. If Landlord is successful in renting the Tenants reserved dates to another party, monies collected from that transaction will be refunded to Tenant including reservation/rental deposit less a $100.00 cancellation fee. Landlord highly recommends that Tenant purchase Travel Vacation Insurance to cover unexpected emergencies or complications that would change vacation travel plans.

15. Tenants agree to pay all reasonable costs, attorney's fees and expenses that shall be made or incurred by Landlord enforcing this agreement.

16. Tenants expressly acknowledge and agree that this Agreement is for transient occupancy of the Property, and that Tenants do not intend to make the property a residence or household.

17. We occasionally experience outages that are beyond our control. We report outages as each occurs. No refunds or compensation will be given for any outages. A local property manager is available for maintenance issues that may arise during your stay. Other information regarding contactsfor the pool, hot tub and other items will be provided in the final rental packet sent a couple of weeks before your rental dates.

18. There shall be no refunds of rents due to shortened stays or ruined expectations because of weather conditions. The State of North Carolina or Town of North Topsail may order mandatory evacuation due to Tropical Storm or Hurricane conditions. Tenant is required to vacate property under these conditions and NO REFUNDS will be given under these scenarios. Landlord highly recommends that Tenant purchase Travel Vacation Insurance to cover these and other unexpected conditions.

19. If the property should go on the MARKET FOR SALE, it may be shown to qualified buyers during the Tenants’ stay. Every effort will be made to schedule the showing at a convenient time and not interrupt the Tenant’s vacation. Tenant shall allow reasonable viewings of the home between 9 am and 8 PM present or not.

20. There shall be no refunds of rents because of shortened stays or ruined expectations due to work and family emergencies or other commitments. We highly encourage Tenants to purchase Travel Vacation Insurance to cover these unexpected conditions.

21. It is the tenant’s responsibility to learn about safety precautions, warning signs of water conditions, and safety procedures concerning swimming in or being around the ocean, pool and hot tub. Tenant agrees to have a responsible adult supervising minors while they swim in the pool or use the hot tub. Tenant is hereby notified that the pool and hot tub can be dangerous and tenant accepts fully the risks involved. Tenant is further notified to be cautious when exiting the rear of the home as the pool is open and in close proximity to the entry ways and can be a hazard. There are no rails to prevent a fall into the pool once inside the fenced-in pool area. The hot tub cover is to be left on at all times when not in use. The cover should not be sat or stood on at any time. The Town of North Topsail does not provide Life Guard services at our beach. Tenant is responsible to check local weather forecasts concerning low and high tides, high winds that can cause riptides and other weather related issues that could cause dangerous swimming conditions in the ocean.

22. Only legally owned and permitted firearms shall be allowed on the premises according to State and local laws.

23. Tenant agrees that Fireworks and other hazardous materials shall not be used in or around the property.

24. Tenant shall use the property for legal purposes only and other use, such as but not limited to, illegal drug use, abuse of any person, harboring fugitives, etc; shall cause termination of this agreement with no refund of rents or deposits.

25. Tenant agrees not to access the “owner’s closet”, even if unlocked, which contains cleaning supplies and chemicals that could be hazardous to children and adults. The owner’s closet is located just inside the main front entry way on parking level and also on main living area behind kitchen. The two owner’s closets are labeled as to not cause any confusion.

26. Tenant is advised that the property contains two gas fireplaces, gas hot water heating, gas grill, and possibly other gas powered items and will seek help from Landlord or house manager if the proper operation of such items is not fully understood.

27. The property has a fire extinguisher installed near the kitchen area. The fire extinguisher was fully charged at last inspection. It is the duty of the tenant to inform management immediately should the fire extinguisher become less than fully charged. Tenant agrees to use the fire extinguisher only for true emergencies.

28. The property has fire alarms installed and they are believed to function properly at the time of rental. Tennant will notify management without delay if a fire alarm “chirps” or has a low battery condition.

29. Tennant is advised that there is no carbon monoxide detector on the property and accepts the risk involved in not having one.

30. Tenant shall see to their own security while in the property by locking doors, windows, gates, etc. when it’s prudent to do so.

31. Valuable items left behind by tenant will be held for the tenant and every reasonable effort will be made to contact the tenant for return. If items are not claimed for longer than 6 months they shall become the property of the Landlord. The Landlord shall not be held liable for condition of said items.

32. HD Cable TV with DVR is provided and service level has been chosen by the Landlord. No refund of rents shall be given for outages, content, lack of content, or personal preferences with regard to cable TV service.

33. High speed wireless internet is provided as a convience only and is not integral to the agreement. No refund of rents shall be given for outages, content, lack of content, speed, access problems, lack of knowledge of use, or personal preferences with regard to internet service.

34. Tenant agrees that Air conditioning shall not be set below 72 degrees and heat shall not be set above 76, and that the fan setting shall be “Auto”. Doors and windows shall be closed when either heat or air conditioning is in operation.

 Please fill out and sign 2 (two) copies of this Agreement and mail both copies to Landlord. One executed original will be mailed back to you. **PLEASE MAKE CHECKS PAYABLE TO STEVE PUCKETT**

Landlord address: Steve Puckett, 2507 Riverbend Road, Jamestown, NC 27282

(We) agree to abide by the above conditions and hereby swear that the information provided above is true:

Tenant \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tenant \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Landlord \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Landlord \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_