

# Periwinkle Beach House Rental Agreement

## Rental Agreement and policies Guest and Reservation Details

### **Guest:**

Address:

Phone:

Email:

**Rental Property:** [Periwinkle](#)

### **Check-In Date:**

**Check-Out Date:**

*Reservation Total:* \$

## RENTAL AGREEMENT

This Vacation Rental Agreement is made and entered by and between the Guest (as described and defined herein) and Michael J. DeRiso and Molly P. DeRiso “Owners” effective upon the date Guest signs below. By reserving a vacation rental property, Guest acknowledges and agrees to the following terms, conditions, policies, and provisions herein – all of which form a legally binding contract between Guest and Owners.

**IN CONSIDERATION OF** the monies received and the mutual promises contained herein, Owners do hereby lease and rent to Guest of the certain property described herein under the following terms and conditions including all terms and conditions of the North Carolina Vacation Rental Act, together with all Owner Rules & Regulations provided to Guest herewith, and described and set forth on our current website, [Periwinkleonthebeach.com](#).

**Definitions.** As used herein, capitalized terms shall have the meaning ascribed to them in the body of this Agreement, and the following terms shall have the meanings as follows:

- **The term(s) “Guest”, “you”, or “your”** shall mean and refer individually and collectively to the person signing this Agreement (as identified on Page 1 above) and all other persons listed in the reservation documentation and staying/residing in the Property with the primary guest named in and who signs this Agreement;
- **The term(s) “Owner”, “we”, “our”, “us”** shall mean and refer to Michael J. DeRiso and Molly P. DeRiso, property owners: and
- **The term “Agreement”** shall mean and refer to all terms and conditions stated in the body of this Agreement below, and shall include any and all exhibits, appendix, amendments, addenda, and/or

any/all rules & regulations attached hereto and/or referenced/cited to in this Agreement, all of which are incorporated fully herein by this reference.

1. **Reservation Confirmation and Reservation Changes.** The requirements for reservation of each vacation property can be different and are subject to change without notice. The following terms and conditions govern your reservation:
  - **Confirmation of Reservation.** Your reservation will be deemed confirmed upon our receipt of your electronic signature/execution of this Agreement or payment of the initial deposit. Upon completion of your reservation, you will receive a confirmation email including your fully executed electronically-signed copy of this Agreement.
  - **Compliance Review.** All reservations are expressly conditioned on compliance with all specific requirements applicable to/for the requested rental property which may include, but is/are not limited to, minimum night stay, advance reservation deposit payment(s), number of occupants, and other requirements, criteria, and conditions applicable for rental of the property. We reserve the right to review your reservation and in any event or at any time your reservation does not meet the specific criteria and conditions for the rental property requested we reserve the right to cancel your reservation request and refund the initial payment made in accordance with our refund policy set forth in Paragraph 3 below. We will notify you if your reservation does not comply with rental property requirements or rental terms/conditions.
  - **“Last-Minute” Reservation - Identification Required.** For any reservation made within SEVEN (7) days of arrival, a photo of the reservation holder, a valid state-issued identification card matching the name on the credit card used to pay for the reservation will be required to confirm a last-minute reservation request. **Failure to provide a valid state-issued photograph identification card matching the cardholder’s name will result in immediate cancellation of the reservation request and no key-code will be issued for entry into the requested rental property.**
  - **Once your reservation is confirmed, you cannot make any changes or modifications to the confirmed reservation. Our prior written consent is required for any changes/modifications to your confirmed reservation. A “Last Minute” Reservation is fully NONREFUNDABLE.**
2. **Cancellation Policy.** Guest acknowledges and agrees all advance payments are made and will be held subject to the following terms and conditions governing cancellation of reservations:
  - **Cancellation Requests.** You are solely responsible for providing written notice to us of any request to ♦ cancel a reservation (a “Cancellation Request”).
  - **Cancellation Request received 60 Days or More Before Check-In.** In the event we receive a Cancellation Request at least thirty (30) days or more before the scheduled Check-In Date, we will keep the following fees and charges: (i) the service/convenience fee, (ii) applicable taxes on the foregoing. The balance of advanced payment(s) received, less the aforementioned fees, premiums, and applicable tax, will be refunded to the card/payment method used for such payments.
  - **Cancellation Request Less than 60 Days, But More Than 30 Days Before Check-In.** In the event we receive a Cancellation Request at least thirty (30) days or more before, but not more than 60 days before, the scheduled Check-In Date, we will keep the following fees and charges: the service/convenience fee plus fifty percent (50%) of total rent for the reservation, together with all applicable taxes. The balance of advanced payment(s) received, less the aforementioned fees, premiums, 50% of rent, and applicable taxes will be refunded to the card/payment method used for such payments.
  - **There will be no refunds given for any reason for a cancelation less than 30 days before Check-In or after Check-In Date. If, for any reason, the Guest is a no-show, or does not use the Property for the entire period of the reservation, there will be no refund of any monies due to Guest.**

- All cancellation refunds will be handled according to the above cancellation refund policy. All refunds will be processed to the payment method we have on file for the Guest. The timeliness of your refund is dependent on your banking/credit card institution.
- The above cancellation policy is effective for all reservations made on and after October 1, 2024. All reservations made before October 1, 2024, are governed by the strict “no refund” policy then in effect.

3. **Mandatory Evacuations:** If State or local authorities, acting pursuant to Article 1A of Chapter 166A of the General Statutes, order a mandatory evacuation of an area that includes the residential property subject to a vacation rental agreement, the tenant under the vacation rental agreement, whether in possession of the property or not, shall comply with the evacuation order. Upon compliance, the tenant shall be entitled to a refund from the Owners of the rent, taxes, and any other payments made by the tenant/Guest pursuant to the vacation rental agreement as a condition of the tenant's/Guest's right to occupy the property prorated for each night that the tenant is unable to occupy the property because of the mandatory evacuation order unless (according to NC General Statutes - Chapter 42A 12) (i) prior to the tenant/Guest taking possession of the property, the tenant refused insurance offered by the landlord or real estate broker that would have compensated the tenant for losses or damages resulting from loss of use of the property due to a mandatory evacuation order; or (ii) the tenant purchased insurance offered by the landlord/Owner or real estate broker. The insurance offered shall be provided by an insurance company duly authorized by the North Carolina Department of Insurance, and the cost of the insurance shall not exceed eight percent (8%) of the total amount charged for the vacation rental to the tenant.

4. **Advance Payments and Payment of Rent.** Short Term Rentals require a 50% deposit to confirm the reservation. The amount of deposit required is 50% of the total and tax. Reservations made under false pretense of any type or kind will result in the automatic forfeiture of all deposits, rental payments, fees, and immediate cancellation of your previously confirmed reservation. The remaining balance is payable in full thirty (30) days prior to the arrival date. **We will automatically charge the payment method on file for the balance(s) due. ALL ADVANCE RENT PAYMENTS, BALANCES, AND OTHER PAYMENTS ARE DEPOSITED AN INTEREST BEARING TRUST ACCOUNT AT FIRST NATIONAL BANK, 7 W. STATE STREET, SHARON, PA 16146 WITH ALL INTEREST ACCRUED PAYABLE TO OWNERS. ADVANCE RENT PAYMENTS MAY BE DISBURSED TO OWNER OF UP TO FIFTY PERCENT (50%) OF THE RENTAL RATE WHEN SUCH DISBURSAL IS OCCURRING MONTHLY.** The balance of the funds after disbursement of advance rent payment(s) may be disbursed upon commencement of the tenancy, a material breach of the agreement, or other occurrence set forth in Section 42A-16(a) of the Vacation Rental Act, except administrative fees which may be disbursed immediately upon our receipt

(a) **Check-in Time.** Check-in time begins **after 4:00 P.M. Local Time.** In some instances, access to your property may be unavoidably delayed due to cleaning or maintenance scheduling circumstances beyond Owners' control. There will be no discounts, credit, or refunds offered due to a late check-in or delays in check-in. Your patience is appreciated in these circumstances. You will be provided the entry code for the entry/lock-box attached to the front door. Early check-in may be available for an additional fee, but due to cleaning and inspection schedules (particularly during the summer season) will require special arrangements and a minimum of a week in advance notice is required.

(b) **Check-out Time.** Check-out time is **no later than 10:00 A.M. Local Time.** Late check-outs may be available for an additional fee; however, it may require special arrangements and a minimum of FIVE (5) days advance notice is required.

5. **Convenience Fees.** A non-refundable convenience fee of 3% will be charged on all

reservations made by credit card. The convenience fee covers processing fees.

**Cleaning Fee/Towel and Linen Fee.** When Guest book directly on Periwinkleonthebeach.com. Owners do not charge a separate Cleaning Fee or a Towel and Linen Fee and will ensure that the vacation rental property is cleaned upon departure and prior to the next guest's arrival. If a Guest books through a third party site, such as VRBO, Airbnb, or any other third party site, a Cleaning Fee of \$495 is applied to the gross amount of the booking. Each Guest will be provided sufficient towels and linens for their stay. The Guest may use the washer/dryer to clean/wash the towels or linens at their discretion. If you are staying more than one month in the same property, a cleaning fee and a towel and linen fee will only be charged by Owners. All fees are subject to state and local sales tax. We make every effort to insure each of our properties is cleaned after each guest checks out. **IF YOU HAVE ANY HOUSEKEEPING ISSUES OR PROBLEMS, PLEASE REPORT THESE ISSUES TO US (OWNERS) WITHIN 24 HOURS OF CHECK-IN TIME SO THAT WE MAY PROMPTLY ADDRESS ANY HOUSEKEEPING ISSUES.**

## 6. **Pets:**

- **Pets are NOT allowed.** Only properties designated as “pet-friendly” allow pets. For all other properties, **pets are not allowed in your rental Property at any time.** This applies to anyone in your group including local visitors. **Having a pet in a property that does not allow pets is a material breach of this Agreement and grounds for immediate eviction without a refund and additional charges to your credit card for cleaning and damages.** The only exception is for ADA (American Disabilities Act) qualified service animals. Additional information concerning qualified service animals is available upon request.
  - **Liability for Pets.** Guest who violate the No Pet Policy, agree to and shall be liable for any/all damages caused by any pet including, but not limited to, replacement of any furniture, fixtures, flooring, carpeting, or other items damaged by the pet; any harm or injury to any person or personal property; all extra cleaning costs and pest/flea control required as a result of the pet(s). Guest understands and agrees to forever release and discharge Owners and its agents, or assigns from any and all claims, demands, causes of action, or any injuries whatsoever arising from or related to Guest's pet, or its occupants' pets, and Guest agrees to indemnify, defend, and hold Owners free and harmless of any claims, suits, fees, fines, citations, or liability arising therefrom. Under no circumstance shall Owners be responsible or liable for any fines, fees, costs, expenses, damages, or liability arising from or related to any pet(s).
7. **No Smoking.** All our properties are “Non-Smoking” properties. Smoking is strictly prohibited in all our properties. Guests will be financially responsible and liable for any/all damages and additional cleaning and repair/replacement costs due to smoking in the property.
  8. **Maximum Occupancy.** Occupancy in our rental properties is limited to the actual occupancy shown in the property description. For guest comfort and safety, 2 persons per bedroom, 2 persons per sleeper sofa, 1 child under age 16 per bunk bed. Periwinkle has a maximum Occupancy of 18. Guests who exceed maximum occupancy listed herein, or in the property description on our website, are in material breach of this Agreement and subject to immediate eviction and forfeiture of all rental payments and deposits.
  9. **Family-Oriented Rentals Only!** Periwinkle is a vacation property and the property and accommodations are family-oriented rentals ONLY. Periwinkle will NOT be rented to vacationing students or young adults under 25 years of age if unaccompanied by a parent. We require one (1) parent for every four (4) persons under the age of 25. A parent must be present at check-in and must remain in the property during the length of stay. Periwinkle is monitored for violation of this policy. All violators will be evicted, and all rental payments and/or security deposits will be automatically forfeited. Reservations made under false pretenses are null and void and check-in will not be allowed. This policy includes reservations made by parents who do not check-in, and/or who leave overnight during the length of the stay. **THIS IS A STRICT POLICY AND ABSOLUTELY NO EXCEPTIONS ARE ALLOWED!** N.C. GEN. STAT. 12-100 makes it a crime to obtain this rental property under false pretenses.
  10. **No Subletting.** The rental property and/or any reservation, or any rights arising under a

reservation, cannot be assigned, transferred, or sublet. Your reservation is not assignable or transferable to any other party, and any attempt to do so will be null and void and result in immediate cancellation of the reservation and forfeiture of all rental payments, deposits, and fees. No refunds will be given.

11. **Rental Rates.** Published rental rates are subject to change without notice. We expressly reserve the right to correct rates (including published rates) that may have been misquoted due to human error, negligence, or computer error. In the event you do not agree to any corrected market rate(s) for your reservation, you may cancel the reservation and receive a refund of all advance payments. This is your exclusive remedy in this situation.
12. **Swimming Pools.** You understand that Periwinkle has its own private pool and it is strictly an amenity and that the use or availability of said pool amenity is not guaranteed by Owners under this Rental Agreement. No refunds or adjustments will be given as a result of any condition, interruption in availability, or lack of availability of our private pool.

- **Use of Swimming Pools, Hot Tubs, Docks, Grill, and/or Golf Cart.** Guest has been informed and understands that Property may have a hot tub, swimming pool, dock, pier, balcony, grill, and/or golf cart on the Property or as an amenity for the Property. Guest agrees to assume sole responsibility for the safe and proper usage thereof, and sole responsibility for the safety of all guests and occupants of the Property at all times during Guest's stay. Guest shall use/operate the hot tub, swimming pool, dock, grill, and/or golf cart in a careful and proper manner and agrees not to permit the hot tub, swimming pool, dock, grill, and/or golf cart to be operated or used in any illegal or improper way. Only the persons listed on this Agreement are authorized to use any amenity without limitation any hot tub, swimming pool, dock, grill, and/or golf cart. Only person listed in the Agreement holding a valid state issued unrestricted driver's license are authorized to operate/drive any golf cart. Nothing in this Agreement shall authorize, or be deemed or construed to authorize, the Guest or any other person(s) to use or operate any swimming pool, hot tub, dock, grill, and/or golf cart so as to impose any liability or obligation on the owners of the Property.

- **Assumption of Risk and Specific Hold Harmless for Use/Operation of Golf Cart.** You agree that any use of a golf cart is at your own risk, and you agree to assume all risk of harm of harm, injury (including death), and/or loss of property resulting from such operation of any golf cart. Further, you agree to indemnify, defend and hold us and the property owner harmless from and against all cost, expense, liability, damage, injury (including death) and all causes of action whatsoever arising from or related to your or your invitees, licensees, guests, family members, agents, permittees, or other persons use or operation of any golf cart. We will be entitled to select their own legal counsel upon the occurrence of any indemnifying event under this paragraph. You agree to notify Owners immediately of any maintenance or repair issues needed to any golf cart.

Except for normal wear and tear, you agree to be responsible for the cost of repairs or maintenance to any golf cart required as a result of negligence or intentional misconduct by you or your guests, invitees, licensees, agents, family members, or other persons using or operating the golf cart during your stay.

- **No Temperature Change Allowed; Pool Heater.** Guest shall not change the temperature setting of the pool heater without the permission of Owners. Unauthorized resetting and/or tampering with thermostats will not be tolerated and will incur a \$500 excessive utilities usage charge to the Guest's credit card as a damages fee under this Agreement.

- **Assumption of Risk and Specific Hold Harmless for Swimming Pools, Beaches, Piers, Decks, Fire Table, Grill, and/or Balconies**

**Swimming pool, Beaches, Piers, Decks, Fire table, Grill, and/or Balconies.** You agree that any use of any community or private swimming pools, beaches, deck, docks, piers, fire table, grill, or balcony is at your own risk, and you agree to assume all risk of harm of harm, injury (including

death), and/or loss of property resulting from such use. Further, you agree to indemnify, defend and hold and the property owners harmless from and against all cost, expense, liability, damage, injury (including death) and all causes of action whatsoever arising from or related to your or your invitees, licensees, guests, family members, agents, permittees, or other persons use of: (1) any community or private pool; (2) any balconies, fire table, grill, decks, piers, or docks appurtenant to the property or any community or private pool; and/or (3) any public or private beach area (whether or not lifeguards are posted or present) and the property owner will be entitled to select their own legal counsel upon the occurrence of any indemnifying event.(c) **Damage to Private Swimming Pools.** You agree to notify Owners immediately of any maintenance or repair issues needed to any private swimming pool. Except for normal wear and tear, you agree to be responsible for the cost of repairs or maintenance to any private pool required as a result of negligence or intentional misconduct by you or your guests, invitees, licensees, agents, family members, or other persons using the pool during your stay.

13. **Fireplace and Fire Table:** This property is equipped with a fire table located on the pool deck. It is NOT to be moved or relocated in any way. The fire table is deactivated for safety concern even if showing on website photos. If you should choose to have it activated, there is an additional **\$50** fee for our service team to have a full propane tank available for use. If the initial propane tank expires, it will be the Guests responsibility to refill if continued use is desired. Any damages or injuries to Guest, Guest's occupants, or third parties that result from such use are not the responsibility of the Owner/Manager and/or its Agents. Guest agrees that any such damage and/or injury arising from use/operation of any fireplace or fire table is/are the sole responsibility of the Guest.
14. **Release of Liability for Personal Injuries:** The undersigned, Guest, his/her heirs, assignors, executors, and administrators, fully releases and discharges Owners/Manager from any and all claims, demands and causes of action by reason of any injury or whatever nature which may have occurred to the undersigned, or any of his/her occupants or guests as a result of, or in connection with the occupancy of the Property and agrees to hold Owners/Manager free and harmless of any and all claims or suits arising therefrom.
15. **Internet.** Our property has free internet access through the individual service providers. The password will be provided upon arrival. However, we do not and cannot guarantee internet connectivity or access due to service being provided by an outside third-party vendor, restrictions placed on such Internet services by/from personal computers, differing connectively specifications, and additional factors that may lead to interruption, failure, or unavailability of internet service. If you decide to access any Internet content during your stay, you do so entirely at your own risk and you assume and are responsible for ensuring that any/all accessed material or content does not infringe the laws governing, but not exhaustively covering, copyright, trademarks, pornography, or any other material which is slanderous, defamatory or might cause offense in any other way. You further agree to be responsible for liability for breach of intellectual property laws or other claims made by or on behalf of any owner of online content.
16. **Temporary Closure of Pools or other Amenities, Construction, Noise, Pest Control, Cable TV, Internet.** On occasion a property Owners may find it necessary to close the pool, deck, balcony, grill, beach access walkover or other amenity for repair or maintenance purposes. We are not responsible for the operation, closure, construction, or malfunction of any amenity, or any weather conditions or temperature recovery times that prohibit or interfere with use of any amenities. We are not responsible for the noise from surrounding properties, including but not limited to any adjacent Property. Any noise disturbance issues are expressly the responsibility of local law enforcement. No rental adjustments or refunds will be made as a result of any of the above circumstances or conditions. In addition, Owner/Manager is not responsible for any construction next door to, across from, or near a property including noise from construction

equipment/activity or any inconvenience caused by such construction activity. No rent adjustments or refunds will be made as a result of these circumstances or conditions. Properties are treated on a regular basis for pest control by the owner of Property. Insects, reptiles like lizards and rodents may exist in the geographic area at all times of the year. Owner/Manager is not responsible for pests in/on the Property and no rent adjustments or refunds will be made as a result of these circumstances or conditions. Owner/Manager will attempt to remedy any pest issues when reported by the Guest, but Owner/Manager is not responsible should these events occur. No rental adjustments or refunds will be made as a result of insects, reptiles, or rodent circumstances or conditions. In terms of utilities including internet and cable TV, no compensation or refunds will be made for outage or interruptions of electricity, gas, water, internet, and television or telephone services. If there are interruptions in service, please let us know and we will work to restore your service as promptly as possible.

**17. Management Access to Property During Guest Stay.** Owner, its employees, Agents, or vendors may arrive unannounced to conduct regularly scheduled services such as trash removal, pool services, pest control, HVAC filter inspection, or to deliver other services at Guest's request during the term of Guest's stay. Such services will require entry into the Property for a brief period, even if Guest is away during their arrival.

**18. Maintenance Issues.** Owners or their designated representatives may enter the property to respond to any maintenance and/or housekeeping issue(s) during your stay without prior notification, even if you are not present upon or during their arrival. No refund or rate adjustment will be made for unforeseen maintenance issues or system failures such as the supply of pool filtration systems, air conditioning; telephone; television, cable, or internet service; or appliances, etc. This is a self-catered vacation rental. Electricity, water, sewer, basic cable, and start up initial supplies are the only amenities provided for this Property. Supplies include, but are not limited to, basic kitchen equipment, (1) roll of toilet paper per bathroom, (1) roll of paper towels, (1) container of dish soap, (1) hand soap per sink, dishwasher detergent and garbage bags.

(a) **Guest Responsibilities; Good Neighbor Policy.** We respectfully request that you remember you are staying in someone's home during your vacation stay. Please treat the home and all its furniture, fixtures and contents with care and leave it in good condition at check-out. Do not leave doors or windows open while

the A/C or heater is operating. Damage to the Owner's property will result in additional charges to your account or payment-type on file with Owners.

(b) **Guest Responsibilities; Prompt Reporting of Maintenance Issues.** Guest is responsible and obligated to report any repair or maintenance issues at the Property immediately within 48 hours from check-in/arrival. **Do not wait until check-out to report any repair or maintenance issues with the Property.** Guest acknowledges and agrees any repair and/or maintenance problems must be brought to Owner's/Manager's attention within forty-eight (48) hours of occupancy or occurrence. Failure to notify Owner/Manager within the forty-eight (48) hours of occupancy or occurrence will result in waiver of any accidental damage protection and Guest will be held liable for all such damages or repairs. Owner/Manager will have forty-eight (48) hours from the time of Guest's notification to initiate action to cure any maintenance problems or issues reported. Simply notifying the Owner/Manager of a problem during the forty-eight (48) hour period does not entitle Guest to any refunds whatsoever, nor the right to terminate this Agreement

**Waiver of Liability.** Guest(s) agree(s) that Owners and their agents and/or representatives shall not be liable for any losses or damages including incidental or consequential damages, caused by the Property owner's or Manager's failure to perform repairs to and/or maintain the rental Property. No refund or reimbursements will be made for repair or maintenance issues at the Property or the malfunction of furniture, fixtures, equipment

or appliances in the Property for any reason.

19. **Furnishings.** We own this property and took time to select the furniture and fixtures within the property. The placement of items, furnishings, and/or mattress comfort levels is the arrangement preferred by the owner. No refunds or rate adjustment will be given due to owners' choice of furnishings, fixtures, or equipment. Furniture and items in the unit are not to be arranged or removed from the property. Additional charges may be incurred as a result of rearrangement or removal of furniture or items.
20. **Parking.** Although there are two garages within the house, Guests will have access to **ONLY** one of them. Parking is permitted on the gravel area in between the driveways. No trailers, boats, campers, or RVs are permitted.
21. **Property Construction.** Owners cannot predict construction plans in the area and therefore cannot be held responsible for any inconvenience arising from or related to construction in the area. No refunds can be given in the event of construction nearby the rental property or for construction of other properties adjoining or within the complex of the rental property.
22. **Strong Wind Drafts.** To avoid potential serious injury, all guests are advised to close all balcony doors **BEFORE** opening the front door (or leaving the front door open) because strong winds/drafts may cause the front door to shut unexpectedly – resulting in potential injury. By reserving the rental property with Owners, you accept and assume all liability for injury or property damage caused by strong winds and drafts occurring in the rental property during your stay.
23. **Security of Personal Property.** Owners are not responsible for any acts of theft or vandalism, or other damage to any personal property or for personal items left by guests in the property at departure. Owners are not responsible for and has no obligation to store/keep personal property found in a rental property by our staff, and Owners may dispose of such property without notice, consent, delay, or liability. If personal property is left behind and you promptly request return of these items before they are disposed of, the property will be returned at your expense.
24. **Damage Waiver Fee & Damages.** A nonrefundable Damage Waiver Fee is required for all reservations. Owners require a valid Visa, MasterCard, American Express, or Discover Card on file to cover any **REPORTED** damage to the rental property and its contents, not to exceed the amount of coverage (up to \$1,500 if **REPORTED** unintentional damage). Said card on file will be charged for any unintentional damage within thirty (30) days of the Guest check-out date. If no unintentional damage is reported withing that thirty (30) day period, said card on file will NOT be charged. The **Damage Waiver Fee does not cover intentional damage**, theft (missing appliances, dishware, furniture, etc.), unauthorized entry into the owner's supply closet, unauthorized pets, excessive clean needed after departure, smoking, state, or owner association fines as a result of any violation of any law ordinance, rule or regulation or cost levied against guest or guest's party. Any excess damage cost will be charged immediately to the guest's credit card. By signing below, guest assumes full responsibility for any items found to be missing and any damage caused by misuse, negligence or action on the guest's or guest's party's part, except in the case of normal wear- and tear reported to the manager within 24 hours of check-in.
25. **Property Rules and Regulations.** Please observe all rules and regulations governing the use and occupancy of the property you are occupying. These rules apply to both owners and guests, and failure to comply can result in immediate eviction and/or fines from the association. You are responsible for any fines assessed due to conduct in violation of association rules/regulations. No refunds or credit will be given in the event of eviction due to failure to comply with rules and regulations applicable to the property or the community wherein the property lies.



26. **Indemnity and Hold Harmless Agreement.** You agree to indemnify and hold Owners harmless from and against all claims, demands, causes of action, damages and liability arising from or related to any of the following: (a) Any plain and visible defective condition of the rental property or any furniture, fixtures, or equipment therein not promptly reported to Owners upon your check-in (prompt reporting means within eight (8) hours from the time you check-in to the property). (b) Any unknown defective condition of the rental property or any furniture, fixtures, or equipment therein. (c) Any actions or conduct, or failures to act, whether negligent or intentional, on your part or on the part of any third party resulting in personal injury, harm, or death to you or any other persons. (d) Any injury, harm, or death to you or any other guest, persons, or animals during your stay not caused by us, including any injury, harm, or death caused by any defective condition of or in the property or to furniture, fixtures, or equipment (including any swimming pool, deck, dock, pier, grill, fire table, or balcony). (e) Any and all damage to the rental property or any furniture, fixtures, or equipment (including any swimming pool) in or serving the property as a result of your, or any other occupants, negligent or intentional acts, conduct, or negligent or intentional failures to act. (f) Reasonable differences and/or changes between the property's actual condition at check-in and the condition represented on our website advertising or in our marketing materials, photographs, or other descriptions used on our website or as part of our online internet reservation system as a result of remodeling, maintenance, normal wear and tear, or similar circumstances beyond our control. (g) You agree to be responsible and liable for any/all damages to the rental property and all furniture, fixtures and equipment in or serving the property (including any swimming pool) as a result of any intentional actions or intentional failure to act on your part or on the part of any guests residing in the property with you, including children. You agree and acknowledge that your credit card or financial account may be charged for the costs to repair and/or replace any damaged property.
27. **Digital Signatures Binding.** By completing and submitting the reservation request you are expressly acknowledging and agreeing to all terms, conditions, and provisions of this Agreement. You acknowledge and agree that all digital signatures and initials contained hereon and herein are legally binding on you and all guests residing in the property during your stay. You further acknowledge and agree that the person signing this rental Agreement shall have the sole and absolutely duty and obligation to provide notice of all terms, conditions, duties, and obligations herein to all other persons who will reside and stay in the rental property, and to ensure compliance by all persons, during the length of your stay.
28. **Cause for Eviction.** The Guest and all parties with the Gues will be subject to material breach and immediate eviction from the Property if the Guest or parties staying with Guest violate(s) any of the terms and conditions of this Agreement including, but not limited to, violation of occupancy limits, pet provisions, smoking, noise ordinance, parking rules, homeowner or condominium owners' association rules/regulations, and/or Owners' Rules & Regulations, a copy of which are provided herewith, In the event you are evicted from the Property, you agree to and shall forfeit all amounts paid and there will be no refund of money. You will be and remain liable for any damage to the Property or its contents occurring during your stay.
29. **Termination.** If Guest, any member of Guests party or visitors violate the terms of this Agreement, Owners may terminate this Vacation Rental Agreement with no refunds. Owners have the right to inspect the property without prior notice at any time to enforce the terms of this agreement. Should the Guest or their guests use the unit for any illegal or unlawful purpose including, but not limited to the possession, serving, or consumption of alcoholic beverages by persons less than 21 years of age, or use of common areas in a manner contrary to the provisions of this Agreement, or the rules of any applicable condominium or homeowner's association, the rental period shall be terminated immediately with no refunds. **Guest is notified that all individuals occupying the Unit will be subject to immediate eviction**

30. **Mandatory Arbitration Agreement; Fees and Costs:** As a material inducement to Owners/Manager for entering into this Agreement, Guest and Owners/Manager agree any and all disputes arising out of or related to this Agreement and regardless of the form of action or theory (whether in contract, tort, or otherwise), shall be subject to and settled by binding arbitration, which arbitration shall be held only in Allegheny County, Pennsylvania as the exclusive agreed upon venue for arbitration and settlement of disputes. The arbitration shall be through the American Arbitration Association (AAA) and a panel shall be selected pursuant to the AAA rules and guidelines. The costs of arbitration as charged by American Arbitration Association shall be born solely by claimant. Guest agrees that Owner/Manager has valid legal procedures for complaints and disputes to be addressed and resolved. The AAA may award to the prevailing party, as determined by the arbitrator, its reasonable attorney's fees. If a party initiates or commences an action in violation of this mandatory arbitration provisions, the violating party agrees to pay all costs and expenses, including reasonable attorney's fees and court costs, incurred by the other party in defense of said action, irrespective of the outcome of said action. This mandatory arbitration agreement shall be deemed a valid defense and justification to seek immediate dismissal of any legal proceedings filed by a party in violation of these provisions.
31. **Governing Law.** You agree this Agreement shall be governed, interpreted, and enforced by and under the laws of the Commonwealth of Pennsylvania.
32. **Venue and Jurisdiction.** By your signature below, you agree: (a) that subject matter jurisdiction over the terms and enforcement or interpretation of this Agreement shall lie exclusively in and with the Commonwealth of Pennsylvania, Allegheny County; and (b) to subject yourself and all members in your party to personal jurisdiction in this Court in and for Allegheny County, Pennsylvania. As such, for any claim, suit, or binding arbitration arising under this Agreement or any action for enforcement of this Agreement both venue and jurisdiction is agreed to be exclusively in the Common Pleas Court in and for Allegheny County, Pennsylvania.
33. **Complete Agreement, Acknowledgment of Age.** This instrument represents the complete and final agreement of the parties with respect to the subject matter above, and supersedes all prior agreements, whether verbal or written. By signing below, you acknowledge you are at least 25 years of age and that you will be the guest of record for this 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 WITNESS WHEREOF,** by your digital/electronic signature below, you acknowledge and agree this Agreement is a binding legal contract and that you have read, understand, and agree with all terms and conditions herein.

Guest Name: \_\_\_\_\_

\_\_\_\_\_ Date

**Traveling Party**

Number of Adults:

Adult 1:	Age:
Adult 2:	Age:
Adult 3:	Age:
Adult 4:	Age:
Adult 5:	Age:
Adult 6:	Age:
Adult 7:	Age:
Adult 8:	Age:
Adult 9:	Age:
Adult 10:	Age:
Adult 11:	Age:
Adult 12:	Age:
Adult 13:	Age:
Adult 14:	Age:
Adult 15:	Age:
Adult 16:	Age:
Adult 17:	Age:
Adult 18:	Age:

Number of children under 18:

Guest Name: \_\_\_\_\_

Date \_\_\_\_\_

