## ONE LUXURY VACATION RENTALS POLICIES, TERMS, AND CONDITIONS (OLVR PTC's)

**Agency Disclosure:** ONE Home Property Management dba ONE Luxury Vacation Rentals represents the interest of the property owner above all else. Each property owner employs ONE Luxury Vacation Rentals to manage their property based on the agreed upon terms as written in the PMC Contract.

**Property Description:** Each property that we manage is privately owned and uniquely decorated according to the owner's preference. With a range of distinctive styles and amenities, guests have the freedom to select the property that best suits their desires and requirements for an unforgettable stay. It is the sole responsibility of the guest to choose the property that meets their specific taste, requirements, accommodations, or physical conditions/ requirements.

**Rental Periods:** During peak season, our properties are rented from Sat-Sat only. Peak season runs from Memorial Day Weekend to Labor Day Weekend of each year. ONE Luxury Vacation Rentals and our homeowners have the ability to change or modify the rental schedule based on the homeowners preference and can make this change at any time. During the off season, homeowners have the option to allow their properties to be rented for partial stays. Each property allows same day booking and check in.

**Maximum Occupancy:** Occupancy Counts include all adults, children of all ages, and friends/ visitors of the guest. The maximum occupancy allowed will be stated in the property description as well as the guest book in each property. At no point should the maximum occupancy be exceeded. If at any point, ONE Luxury Vacation Rentals discovers a failure to comply with the maximum occupancy, you risk forfeiting the remainder of your stay or will be fined as a penalty.

House Parties / Additional Guests: At no point during your stay may any additional guests who are not on the reservation stay overnight. Reservations are not intended to be for groups of high school or college age people. Any event organized to celebrate graduations, high school or college school fraternities or functions, or any other large gathering are not permitted. Any group renting our properties under false pretenses can be immediately evicted without any sort of

compensation or refund provided. Guests creating a reservation and singing our rental agreement must be 21 years or older.

**Pets/ ESA/ Service Animals:** Our properties are not pet friendly. Due to the rules and regulations of the St. Regis Homeowners' Association we do not permit pets or Emotional Support Animals. We only accepted certified, trained Service Animals required due to a disability. The Service Animal in question must have been trained to perform a work or task. ONE Luxury Vacation Rentals reserves the right to ask "Is the dog a service animal required because of a disability? And (2) What work or task has the dog been trained to perform?" according to the ADA.

Confirmation of Reservation: All reservations require a deposit of 50% of the total cost of the reservation and any applicable fees. The deposit will be due at the time of booking- whether online, over the phone, or in person, and the remaining 50% will be due 7 days before your check-in date. A reservation will be confirmed once the first deposit is made, and the vacation rental agreement is signed by the guest. If for any reason your second payment does not process, our team will make every attempt to get in touch to get a new card number. Failure to make the remaining payment can result in forfeiture of your reservation without reimbursement of your deposit.

**Trust Account:** All guests and homeowners understand and agree that all payments (including fees and deposits) will be placed in an insured, interest-bearing bank account with First Citizens Bank at 960 State HWY 210 in Sneads Ferry, NC. All interest accrued will be credited to ONE Home Property Management dba ONE Luxury Vacation Rentals.

**Payments:** Reservation deposits and payments may be made by eCheck or Credit Card (Mastercard, VISA, Discover, or AMEX). All credit card transactions are subject to a credit card processing fee of 8% of the total reservation cost. Cash is not an accepted form of payment for any reservation or applicable fee. There will be a \$35 fee charged on all returned eChecks.

**Taxes:** All rentals located within North Topsail Beach are subject to a 7% North Carolina State Sales & Use Tax (State Tax), a 3% Onslow County Occupancy

Tax (Local Tax), and a 3% Town of North Topsail Beach Tax (City Tax) for a total of 13% of the reservation and any fees.

Cancellations and Refunds: If booking on our website or Airbnb, Guests will receive a full refund for cancellations up to 30 days before check-in minus any credit card processing fees. If a guest booked their reservation between 14 and 30 days before check-in and cancels within 48 hours of creating the reservation, a full refund will be given minus any credit card processing fees. If a guest books a reservation between 14 and 30 days before check-in and 48 hours have passed since they booked and there are still 7 days before check-in, the guest will receive a 50% refund minus any credit card processing fees. There will be no refunds given within 7 days of check-in. All refunds will be processed within 3-5 business days. If for any reason, a guest cannot attend their originally scheduled reservation, but does not wish to cancel or receive a refund, they may reschedule their reservation to another time for the same property if the new date is within 6 months from the original day of check in. Guests may not transfer their reservation to a different property. Rescheduling your reservation is only based on the same property's availability, and may be subject to the new date's nightly rate or minimum length of stay requirements depending on seasonal rental periods. If the guest is booking on any other Online Travel Agency (OTA) or Booking Platform, the cancellation policy may vary from the policy here. Please see your booking confirmation email for further details.

**Hurricanes:** Under no circumstances will any partial or full refund be provided due to a mandatory evacuation because of any hurricane or any other act of God. ONE Luxury Vacation Rentals encourages each guest to take advantage of Trip Insurance which can be added on at check out, or you can purchase your own through any 3rd party insurance provider. Guests are required to listen to all state or local authorities and are required by law to evacuate if instructed to do so. Guests who opted NOT to purchase Trip Insurance are not entitled to any sort of financial reimbursement, and guests who DID purchase Trip Insurance must file a claim directly with that company in order to receive any reimbursement as stated in their policy.

**Check In:** Check-In time begins at 4pm on your scheduled day of arrival. Your Keyless Access Code provided in your reservation confirmation email will not be activated until 4pm. To check in, please locate your reservation confirmation

email to find the property address and your Keyless Access Code. Your Reservation Confirmation email will have all of the necessary information and instructions to check in. Early check-ins are not permitted under any circumstances so that our cleaners and maintenance staff have ample time to make any necessary repairs and clean the property entirely. If you have any infants, pets, elderly family members, family members requiring special needs, etc please plan your day accordingly so members of your group are not waiting around. Our staff makes every effort to ensure check in at 4pm, however there are certain instances that may delay occupancy until the property is ready. Should there be any issue or delay regarding your check in, a member of our staff will make every attempt to contact you with updates. There will be no partial or full refund or reimbursement of any kind if check in is past 4pm. ONE Luxury Vacation Rentals offers same day check in. If you book your stay at 3:30pm or after, please allow up to 30 minutes for our systems to communicate directly with your property's lock to generate a Keyless Access Code to be sent in your Reservation Confirmation Email.

Check Out: Check out is at 10am on the day of your departure. Your Keyless Access Code provided in your reservation confirmation email will deactivate at 10am and you will no longer have access to your property. Please ensure you have all of your check out requirements complete and all of your personal belongings removed from the property before 10am so that you do not get locked out. If for some reason you forget an item inside and need to gain access, please allow up to 30 minutes for a new code to be generated and synced with the lock. A late-check out fee will then be charged to your card/ eCheck on file due to delaying our cleaners from entering the property. Each property has different checkout requirements. Please refer to your pre-check out email or the welcome book inside your property. Guests are solely responsible for making sure all parking passes, pool passes, amenity fobs, etc are left inside the property. Failure to return any of the items provided to you at check in will result in the guest being charged for the replacements.

**Smoking:** The use of tobacco, cigars, cigarettes, e-cigarettes, vapes, etc is prohibited in/ around all properties listed as "Smoke Free" or "No Smoking". Do not discard any smoking debris such as cigarette butts, vape cartridges, etc within the property or on the dunes. Failure to follow directions regarding smoking can result in additional fines to include extra cleaning of carpets and

upholstery, linens, to remove the smoke smell and/ or result in eviction of the property. Guests may be moved to a different property, at the expense of the guest, that allows smoking if said property is available.

Linens: ONE Luxury Vacation Rentals prides ourselves in offering luxury vacations to all of our guests that do not start off by making the beds. With that said, linens and towels are included in each reservation. There will be a fitted sheet, top sheet, and comforter for each of the available beds (King, Queen, Twin, Full, or Sleeper Sofa) within the property, and a pillowcase for all pillows. There is a set amount of bath towels and kitchen towels and additional towels will NOT be provided to guests during their stay. Guests are responsible for washing/drying their provided towels throughout their stay if they desire clean towels. Guests are responsible for bringing their own beach towels. Bath towels are NOT permitted at pools or the beach at any point during a reservation. Should any linens or towels be missing or damaged, guests will be held financially responsible for any replacement and will be sent a receipt for the replacement to keep for their records.

**Cleaning:** Guests are responsible for completing all of the items in their check out instructions located in their pre check out email or the welcome boko inside the property. Failure to do so may result in additional cleaning fees.

Items Left in Unit: ONE Luxury Vacation Rentals is not at all responsible for any items left inside of the properties. If our cleaners find any personal items we will hold onto them for 30 days before each item will be donated to a local charity/ organization of our choosing. If any guest realizes they left something, it is the responsibility of the guest to immediately contact us to inform the staff of the exact item they are missing. The guest will be financially responsible for the postage to ship the item back to the owner at a minimum rate of \$10.

**Items in Units:** All items that were inside upon your arrival are expected to be well taken care of as if they were your own personal belongings. Furniture should never be moved or reorganized within the home. Failure to follow these instructions may result in an additional fine due to the labor required for our staff to place everything in its original spot. Our staff takes a detailed inventory of each property when onboarding them into our company and our inventory checklist is

reviewed after each reservation. Should our staff find any missing items from the inventory checklist the guest will be required to pay for any replacements.

**Telephones:** Should there be a phone within any of our properties, guests are only permitted to make calls within the continental United States. Any long distance or international calls are the responsibility of the guest. Should any of our homeowners find charges for any long distance or international calls on their bill, our staff will review the dates and bill the appropriate guest the cost of the calls plus a \$5 service call per long distance or international call made.

**Parking:** Parking spaces can be limited at certain properties. For some HOA's and Resorts/ Communities parking passes are required. The number of parking passes you will receive correlates to the number of occupants your property will accommodate and will be noted in your reservation confirmation email. Should you need any additional parking passes please inform our staff at least 7 days prior to your check in date as we occasionally have to work through HOA's in order to get additional passes. Please contact our staff prior to bringing boats, trailers, campers, motor homes, jet skis, etc. Town ordinances prohibit the hookup of any camper, motor home, travel trailer, etc to rental properties utilities.

**Grills:** Outdoor grills or barbecues are not permitted on any decks, patios, walkways, porches, garages, carports, near the siding of the property, or under the house. Grilling or barbecuing is only permitted in the driveway in an open area, or in any designated area for grilling. All grills are visually inspected between each reservation, but are not tested. Some rust is expected due to the harsh, salty conditions of our coastal environment. Should any grill be inoperable please contact a member of our staff for assistance. All guests are responsible for any items necessary to grill including, but not limited to... lighters, matches, lighter fluid, charcoal, propane, etc. Guests are responsible for properly disposing any burnt charcoal or ashes and thoroughly cleaning the grill after each use.

**Sand Dunes:** No guests, including their children and/ or pets, are allowed on the dunes. Per the local authorities there will be a \$500 fine for any person caught on the sand dunes. This includes walking, standing on, digging up, or littering the dunes. The sand dunes play a vital part in protecting our properties and island from the ocean. If any member of our staff discovers any guest violating the stated rules of the dunes in any way you risk forfeiting the rest of your reservation

and will incur an immediate \$100 in addition to any local authorities' fines should they catch you.

Lock-Out Service: During business hours, our staff is available to assist you with getting in your unit should you experience any difficulties with your Keyless Access Code or Point Central Lock. Every attempt will be made to fix the issue over the phone, but if it is deemed necessary a member of our staff will arrive at the property to assist you. Please review our website for our most up to date business hours. After hours guests are subject to paying lockout fees of up to \$50 before 8pm and \$100 for any time after 8pm if it is determined the issue was user error and not an actual malfunction or technical issue with the lock. Any fees will be charged through our Vacation Rental Management system through the reservation.

**HVAC Systems Within the Unit:** At no point during your reservation should the thermostat be set below 68 degrees or above 75 degrees when the unit is on cool. When the unit is set to heat, the temperature should not be set below 65 degrees or above 72 degrees. Failure to follow these instructions may result in the HVAC system overworking and thus needing to be repaired. Any necessary repairs costs will be the responsibility of the guest.

**Routine Maintenance:** During your stay, there may be a repair or maintenance request that requires a service technician to enter your property to address the issue. Our staff will make every effort to inform you prior to the arrival of the technician, but we cannot guarantee that we will be able to contact you. If we are unable to get in touch, we will leave a voicemail, send a text or email to the contact information we have on file. We will make every effort to schedule appointments at a convenient time to interrupt your vacation as little as possible.

**Properties for Sale:** If you are renting a property that is listed for sale, you are subject to potential showings, inspections, or appraisals being scheduled during your stay. Our staff will make every effort to inform you prior to the arrival of any person, but we cannot guarantee that we will be able to contact you. If we are unable to get in touch, we will leave a voicemail, send a text or email to the contact information we have on file. We will make every effort to schedule appointments at a convenient time to interrupt your vacation as little as possible.

**Construction:** Topsail Island is a growing location which can result in construction taking place near your rental property. This can include private builders building beach front homes, dune reinforcement/ dredging by the city or contractors, etc. We ask that you please be understanding with the growth of our community. No refunds, reimbursements, or property transfers will be made. Per the local ordinances, construction can take place from 7am-6pm.

**Additional Regulations:** Should you book a property that is located within a condominium complex, HOA, or community, your property may be subject to additional rules and regulations. These policies will be provided to you at the time of booking and will be found in your reservation confirmation email.

Property Transfer: If for any reason a property we manage gets transferred to new owners or a new management company prior to your check in date, you have the right to enforce this agreement if your check out date is 180 days or less after the transfer of ownership. If your check out date is after the 180 day mark since the transfer date, you will have no enforcement rights unless the Grantee agrees to honor your reservation. Should your check out date be after the 180 day mark since the transfer and the Grantee does NOT honor your reservation, you have a right to a refund of all monies paid minus any insurance or credit card processing fees. Our team will notify any impacted guests within 3 business days of the transfer.

**Owner Closets:** Most properties will have a locked closet that is specifically for the homeowners use. Guests are not permitted to break, pick, or pry any locks off of these doors. Should the owner closet be unlocked upon arrival, it is the responsibility of the guest to report the unlocked closet to our staff so that a member of our team can make sure the closet is locked. Any damage done to the closet or its lock will result in a fine due to replacing the lock and repairing any damage.

Indemnity: All guests agree to release, hold harmless, and indemnify ONE Home Property Management dba ONE Luxury Vacation Rentals against all liability for injury to the person of the guest, to any member of their party, or any guest of the guest resulting from any incident or injury caused by the guest, not including any incident or injury caused by owner's or ONE Luxury Vacation Rentals' negligence. The indemnification specifically includes any use of stairs,

elevators, spas, grills, swimming pools, hot tubs, whirlpools, kitchen knives, ovens, stoves, or beach accesses if on premises. The guest also agrees to indemnify our owners and ONE Luxury Vacation Rentals for any items left behind by the guest. If any items are left behind by the guest or a member of their group, the guest will be financially responsible for the cost of shipping and handling required to return the items.

**Limitations or Remedies:** The guest agrees that if at the beginning of occupancy the owner or ONE Luxury Vacation Rentals cannot provide the guest the reserved property and/ or premises in a fit, habitable condition or substitute a reasonably similar property at no additional cost to the guest, the owner and ONE Luxury Vacation Rentals sole responsibility as a result of this condition is a full refund of of all monies previously tendered by Guest under this Rental Agreement. The guest also agrees that if there is not a similar property to transfer the guest to, or the guest denies the transfer to the newly provided property, and the refund is provided, the owner or ONE Luxury Vacation Rentals is no longer responsible for, or held liable for any consequential or secondary damages, including but not limited to- any expense occurred as a result of travel, re-renting a new property either within ONE Luxury Vacation Rentals or another management property, etc. The guest shall not be entitled to a refund due to any unfavorable weather including rain, wind, hail, thunderstorms, hurricanes, tropical storms, etc or failure of a major appliance or air conditioning system, inadequate beach access, or disruption of utility services including cable TV or internet. The guest agrees to not hold the owner or ONE Luxury Vacation Rentals liable for acts of theft, vandalism, or other damages to the guests' personal property. Provisions of this agreement shall be construed according to North Carolina Law in the event of a dispute. In the event of a dispute, both parties agree that any legal action may only be instituted in the county where the property is located.

**Errors and Omissions:** All property listings have been created with information provided to us by the owners. We inspect each property to ensure we provide accurate information in our listings, but we cannot be held liable for errors, omissions, or changes made by the property owner.