

SHORT TERM RENTAL AGREEMENT Standard Agreement

This Short Term Rental Agreement (the “*Agreement*”) is made by and between Scott & Melita Wishard (“*Property Owners*”) and _____ (“*Guest*”) as of the date last set forth on the signature page of this Agreement. For consideration as specified below, the sufficiency of which is acknowledged, the parties hereby agree as follows:

1. **Property:** The property is located at: 2270 Andover Dr. Unit D. Surfside Beach, SC 29575
2. **Rental Party:** The person name as “*Guest*” in this agreement and his/her party. The maximum number of guests is limited to 4 persons.
3. **Subletting:** Subletting (subleasing) is not permitted unless we agree in writing. The person named in this agreement must physically stay in the condo during their party’s stay.
4. **Term of the Lease:** The lease begins at 3:00 p.m. on _____ (the “*Check-in Date*”) and ends at 10 a.m. on _____ (the “*Checkout Date*”).
5. **The Rental Rate Is:** \$ _____ (fill in the agreed amount) for a 7 day period, Saturday to Saturday. Accommodations tax will be added to the rental rate (Currently 11%. 12% beginning 4/1/2017).
6. **Minimum Stay:** This property requires a 7 night minimum stay. If a rental is taken for less than 7 days, the guest will be charged the 7-night rate.
7. **Cancellations:** All cancellations must be confirmed by us to be valid. Cancellations less than 4 weeks prior to your visit will be charged the full rate unless we are able to rebook the unit. Your credit card supplied with this agreement will be charged pursuant to this policy. Cancellation of your reservation results in forfeiture of your reservation fee. We may cancel this reservation at any time for circumstances beyond our control by refunding all fees paid. You may cancel this reservation should the Governor of South Carolina issue an evacuation order for the area immediately prior to your arrival or does not lift such an order prior to your arrival. We will refund your reservation deposit and prepaid rental charge. If you booked through a 3rd party reservation system (VBRO, Travelocity, etc.) refund of their fees is based on their refund policy. We will not be responsible for refunds of any such 3rd party fees.
8. **Early Departures:** We do not offer refunds or credit if you depart prior to the end of your stay for any reason including health or weather. Please plan for some rain during your stay. In South Carolina it is not unusual to have some rain or thunderstorms during the week. We do suggest you obtain travel insurance if you are concerned about having to cancel. Travel Insurance is available at <http://www.vacationrentals.com> or through other sources for a reasonable cost.

9. **Rental Rules:** Guest agrees to abide by the Rental Rules attached as Exhibit A and the Checkout Procedure attached as Exhibit B at all times while at the property and shall cause all members of the rental party and anyone else Guest permits on the property to abide by the following rules at all times while at the property. Violation of the rules will result in termination of this agreement without refund and all people must vacate the property without delay.
10. **Access:** Guest shall allow the Property Owner access to the property for purposes of repair and inspection. The Property Owner shall exercise this right of access in a reasonable manner.

11. Rental Charges, Deposits and Fees:

- a. **Deposit:** A credit card is required to confirm your stay. A \$100 reservation fee must be paid prior to any dates being reserved for new guests. Repeat guests are not required to pay the deposit but agree to pay \$100 if you cancel the reservation and we are unable to re-rent the unit. Payment can be made via our website at <http://www.stayatsurfsidebeach.com>.
- b. **Rental Charges:** If you have never stayed with us before your rental fee will be charged to your credit card two weeks prior to your stay. If you have stayed with us before you may make payment on your arrival. We must have a valid credit card number on file for all guests.
- c. **Damage Deposit:** We do not charge a damage deposit, however, you agree to allow us to charge your credit card for any damages you or your guests may cause to the condo outside of normal wear and tear. In addition you agree to allow us to charge you for any items found to be missing from the condo.
12. **Collections:** Fees and charges we are not able to collect from you will be referred to Direct Recovery Associates for collection.
13. **Pets:** You may bring up to two dogs, less than 30lbs in weight, if arranged in advance. Sorry, cats are not permitted. The pet fee is \$50 regardless of length of stay. Pets must be up to date on vaccinations. Pets must be crated when left alone in the condo. Pets may not be permitted to disturb others at any time. Pets must be leashed when outside of the condo. Pet Owners must clean up after their pets. The Guest listed on this agreement is responsible for all damages caused by any pet and agree that their credit card may be charged to cover such damages without recourse. Service animals of any type or size are permitted with proper documentation, the pet fee still applies.

14. **Payment:** Please provide the following information. A credit (not debit or check card) card in your name is required to confirm your stay.

Name on credit card: _____ Type: _____

Credit card billing address: _____

City _____ State _____ Zip Code _____

Credit Card Number _____

Exp date _____ CVV (Security) Code _____

Cardholder Signature _____

By my signature above, I hereby give permission to charge my credit card for the amounts listed above. I agree that all rental monies are non-refundable per cancellation policy above. I further authorize the following charges:

- A \$125.00 cleaning fee if the unit is not left in the condition found
- For any damages to the unit outside of normal wear and tear.
- A \$500 fee if smoking occurred in the unit as determined by Scott & Melita Wishard.
- A \$40 fee is the pool pass is lost or damaged.
- A \$100 fee is the State Park pass is lost.
- A \$20 fee is the Attractions Coupon Book is not left in the condo.

***This rental agreement does not become valid until a confirmation email is sent to the guest from Scott or Melita Wishard. In addition, this agreement becomes null and void if we are unable to charge the provided credit card prior to your stay.

The parties agree to the terms of this Short Term Rental Agreement, as evidenced by the signatures set forth in the agreement.***

Guest Information:

Name: _____

Address: _____

Address: _____

Email Address: _____

Phone: _____

Phone during stay: _____

Date Signed: _____

Please return this agreement to Scott & Melita Wishard, 687 Sandberg St. Surfside Beach, SC. 29575 or email it to: rentals@stayatsurfsidebeach.com.

Accepted by Scott or Melita Wishard: _____

Date: _____

Reservation Fee Received: _____

Payment Due: _____ Next Follow up date: _____

Payment of Rental Received: _____

Door Code Assigned: _____

RENTAL RULES

- **SMOKING IS NOT PERMITTED IN THE CONDO.** Please smoke outside and dispose of butts in the container outside the door. You will be charged a minimum \$500 cleaning fee if you or your guests smoke in the condo.
- Trailer, boats, RV's, commercial vehicles, and the like are not permitted by the HOA. Contact us if you need a location to store these items during your stay.
- Golf Carts are not permitted in the development at any time per Homeowner Association Bylaws.
- No gas or charcoal grills are permitted. There is a small "park style" charcoal grill positioned near the condo close to the pond.
- There is a pool pass in the condo. Please do not lose or damage it as you will be charged a \$40 replacement fee.
- There is an Attractions & Dining Coupon book available for your use in the condo. A \$20 replacement fee applies if you lose or do not return it.
- There is a State Park pass in the condo. Please do not lose it as you will be charged a \$100 replacement fee.
- Guests may not create or permit excessive noise, smoke or offensive odors. Be respectful of the neighbors.
- All rules and regulations related to the swimming pool must be followed. These rules are posted at the swimming pool.
- Nothing may be left in the breezeway or outside the condo, including beach chairs, towels, coolers, etc.
- You are expected to leave the condo reasonably as you found it. Please follow the checkout check-off list prior to your departure. If you leave the condo excessively dirty, you may be charged a cleaning fee. We don't want to do that.
- Check-in time is 3pm, and check-out time is 10:00am. If we can get you in early we will.
- If anything gets damaged, please notify us as soon as possible. You are responsible for damages to the condo and its contents outside of normal wear and tear.
- Violation of these rules or your Rental Agreement may result in the termination of your Rental Agreement requiring you to vacate the condo at once.
- By following these rules and the Check-out Check-off list you help us keep the condo rates low for everyone as we do not have to pay a cleaning service to come in after your stay.
- **ENJOY YOUR STAY AND HAVE A GREAT VACATION, WE HOPE TO HAVE YOU BACK AGAIN!**

Exhibit B

CHECKLIST WHEN LEAVING CONDO

- Remove sheets from any beds used, place in a pile on the floor.
- Place any towels, etc. that were used on top of the sheets. DO NOT let wet or damp towels touch the floor.
- Make sure the washer and dryer are empty.
- If dishes are in the dishwasher, please start the dishwasher before leaving.
- Be sure stove is off. Fires are not fun.
- Check refrigerator and cupboards for leftovers and perishables. You may leave items you don't want.
- Take all trash to the dumpster and put a fresh bag in the trash can. Bags are under the sink.
- Turn off all lights and ceiling fans.
- Check back door to make sure storm door and inside doors are locked.
- Check that all windows are closed and locked.
- Be sure remote controls to TV's DVD, etc., are with them or on coffee table.
- Make sure POOL PASS is on the counter. \$40 FEE IS PASS IS LOST.
- Make sure the STATE PARK PASS is on the counter. \$100 FEE IS PASS IS LOST. Make sure the ATTRACTIONS & DINING Book is on the kitchen. \$20 fee is book is lost.
- Leave the 2 extra keys that were on the key holder by the door.
- Clean any items which may have become excessively dirty during your stay.
- Check closets, under the beds and around the condo for any items you may have forgotten. Most people accidentally leave something.
- Lock the front door (uses same key).
- Make sure storm door is pushed tight shut so wind won't blow it open.
- If you used the butt bucket, please clean before you leave.

PLEASE, LEAVE THE CONDO AS YOU FOUND IT! Part of the reason our rates are low is we hope you leave the unit in decent condition when you leave. We clean the unit ourselves and take cleanliness seriously, we don't expect perfection but don't want a lot of unexpected work cleaning it up. Those who leave the condo in poor shape will not be permitted to return. If you notice problems, please let us know so we may have them taken care of.

We hope you had a good time and we look forward to seeing you again!

HAVE A SAFE TRIP HOME!