

VACATION RENTAL SHORT-TERM NON SMOKING NO PET LEASE AGREEMENT

This Vacation Rental Short Term Lease Agreement (this "Agreement") is made by and between _____ ("Owner") and Guest ("Guest") as of the date last written on the signature page of this Agreement. Owner and Guest may be referred to individually as "Party" and collectively as "Parties." For good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree as follows:

1. Property. The property is described as a condominium within Ocean View Villas Condominium Association, with two (2) bedrooms and two (2) bathrooms located at 6302 North Ocean Blvd, North Myrtle Beach, SC 29582 Unit # _____ (the "Property"). The Property is owned by Owner. The Property is fully furnished by Owner and equipped for light housekeeping. The following amenities are included in the Property:

- microwave
- dishwasher
- refrigerator
- washer
- dryer
- cable
- internet
- swimming pool
- linens
- towels & beach chairs

A starter supply of household cleaning and hygiene products may be available in the Property for use. Guest is responsible for purchasing any additional supplies and all food and beverages.

2. Rental Party. All persons in the rental party will be bound by the terms of this Agreement. Only persons listed on this Agreement may stay in the Property. "Rental Party" means Guest plus the following persons:

<u>First Name & Last Name</u>	<u>Relationship to Guest</u>

3. Maximum Occupancy. The maximum number of persons allowed to stay in the Property is limited to four (4). A charge of \$200.00 per person per night will be assessed for each person who stays in the Property in addition to the Rental Party. Guest will be charged without notice for additional persons staying in the Property and not disclosed to Owner.

4. Visitors. A visitor is an occupant of the Property who is not staying overnight. The total number of persons permitted in the Property at any given time, including visitors, is two (4). Any visitor staying overnight is subject to additional charges. No visitor will be allowed to use the common facilities, including the pool when the Guest is not on the Property.

5. Rental Period & Check-In. The term of this lease will be from _____, 2022 ("Arrival Date") to _____, 2022 ("Departure Date"). The Property will be ready for Guest's occupancy beginning at 3:00 PM on the Arrival Date and the Property must be vacated by 10:00 am on the Departure Date, unless otherwise agreed by Owner. If Guest or any member of the Rental

Party remains on the Property beyond the Departure Date, Guest will be responsible to pay the daily rental rate prescribed in Section 8 below plus 40% (\$500.00) for the period of time between Departure Date and the actual date Guest and all members of the Rental Party vacate the Property.

6. Keys & Access Codes. Owner will provide Guest with an entry door passcode and two (2) card key(s), which will unlock the property parking lot & pool gate. Guest is not allowed to make duplicate keys. A fee of \$150.00 will be charged to Guest for failure to return any card key. Any attempt to access a locked area within or outside of the unit is just cause for immediate termination of this Agreement, forfeiture of all rent paid, and Guest will be liable for any missing items or damage.

7. Rental Rules & Restrictions. At all times, guest agrees to abide by the Rules and Regulations of Ocean View Villas and any other restrictions imposed by Owner (the "Rules"), attached to this Agreement as Exhibit A. Guest will cause all persons in the Rental Party and any visitors that Guest permits on the Property to abide by the Rules while on the Property. In addition, Guest agrees to abide by the following restrictions by Owner:

- (A) Smoking is not permitted inside the Property (including deck)
- (B) Pets are not permitted on or in the Property
- (C) Quiet hours are from 10:00 PM to 8:00 AM
- (D) Garbage is placed in the proper receptacles. There are two garbage bins on the street next to the parking lot.
- (E) One car only in parking lot
- (F) All guests must rinse off sand from themselves & chairs, etc. in the pool area prior to re-entering the condo from the beach
- (G) You are responsible for maintaining the property while renting. Please call the owner when any problems arise.

If any person in the Rental Party fails to follow any of the Rules, the Rental Party will be asked to vacate the Property immediately and will forfeit all rent paid.

8. Reservation Deposit and Payment. Guest agrees to pay the rent, fees & taxes described below (the "Total Amount Due"). A deposit in the amount of \$500.00 (the "Reservation Deposit") is due and payable in order to to secure Guest's reservation. The Reservation Deposit will be applied toward the rental rate. Payment in full of the following fees, less the Reservation Deposit, will be due forty-five (45) days before the Arrival Date

Rental rate of \$2,500.00 x one weeks	\$2,500.00
Cleaning service fee (11)	125.00
Damages security deposit (9)	500.00
State and local sales/rental taxes (12%)	__315.00__
Total Amount Due \$3,440.00	
Less reservation deposit: 500.00	
Total Balance Due \$2,940.00	

Acceptable payment methods are:

- cashier's check
- credit card
- cash
- personal check
- money order
- PayPal

Checks should be made payable to: and sent to: , LONGS, SC 29568. A fee of \$100.00 will be charged to Guest for dishonored checks.

9. Security Deposit. Owner will charge a security deposit at the time of reservation or return of a signed lease in the amount of \$500.00. This deposit will be refunded within 2-weeks after Guest's departure after an inspection of the Property by Owner, less any deductions for damage to the Property or furnishings or excessive mess requiring additional cleaning or other costs incurred outside the normal course due to Guest's stay.

10. Cancellation. Guest may cancel the reservation at least thirty (45) days before the Arrival Date, and receive a refund on the \$500.00 Reservation Deposit. If Guest cancels the reservation less than forty-five (45) days before the Arrival Date, the Total Amount Due will be forfeited.

11. Cleaning. A cleaning fee of \$125.00 will be charged to the Guest. Daily housekeeping services are not included in the rental rate. Throughout the rental period, Guest will be responsible for keeping the Property clean and in good condition. Any unsafe or dangerous condition must be reported to Owner immediately. Guest acknowledges that on the Arrival Date, the Property is in good condition, except for any defect Guest may report to Owner by the end of the first day following the Arrival Date. The Property should be left in the same condition as it was found by Guest on the Arrival Date. Guest promises to leave the Property in good repair. **NOTE: The Owner may refund up to \$100 of the cleaning fee if the condo is left in the same condition as it was upon arrival.**

12. Furnishings. The following furnishings will be provided with the Property: Two queen size beds & one bunk bed, etc. (see video & photos provided or posted online).

Furnishings are subject to change without notice. Furniture, bedding, kitchen equipment, utensils, and any other personal property supplied with the Property must not be removed from the Property. Loss of any items within the Property or damage to the Property or furnishings in excess of normal wear and tear will be charged to Guest. The Property will be inspected by Owner after Guest's departure. All contents of the Property are the property of Owner. If an item should break, Guest must notify Owner immediately. Guest is not permitted to alter the wiring of any television, computer, or gaming equipment.

13. Parking. Parking is limited by the Association to one (1) parking space. Guest may only park in designated parking areas. Any illegally parked cars may be subject to towing and/or fines.

14. Mechanical Failures. Owner attempts to properly maintain the Property. While all electrical, mechanical equipment and appliances within the Property are in good working order, Owner cannot guarantee against mechanical failure of electrical service, stopped plumbing, water supply, heating, air conditioning, audio visual equipment, internet access, cable service, or appliances. Guest agrees to report any inoperative equipment or other maintenance problem to Owner immediately. Owner will make every reasonable effort to have repairs done quickly and efficiently. Guest will allow Owner or a person permitted by Owner access to the Property for purposes of repair and inspection. Owner is not responsible for any inconvenience that may occur and no refunds or rent reductions will be made due to failure of such items.

15. Acts of God. If there is a storm or severe weather and a mandatory evacuation order is issued by state or local authorities, Guest shall be entitled to a prorated refund for each night Guest is unable to occupy the Property. Owner will not be liable or deemed in default under this Agreement for any failure to perform or delay in performing any of its obligations due to or arising out of any act not within its control, including, without limitation, acts of God.

16. Limitation on Liability. Owner is not responsible for any accidents, injuries or illness that occur to any member of the Rental Party or Guest's visitors while in the Property or on the Property. Owner is not responsible for loss of personal belongings or valuables belonging to any member of the Rental Party or any of Guest's visitors. Guest agrees to assume the risk of any harm arising from use of the Property. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, INCLUDING TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE, SHALL OWNER BE LIABLE TO GUEST OR ANY OTHER PERSON FOR ANY DAMAGES OF ANY NATURE WHATSOEVER INCLUDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR GUEST'S RENTAL OF THE PROPERTY OR USE OF THE PROPERTY. IN NO EVENT WILL OWNER BE LIABLE FOR ANY DAMAGES IN CONNECTION WITH THIS AGREEMENT, EVEN IF OWNER SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE.

17. Indemnification. Guest acknowledges that the use of the Property by the Rental Party and Guest's visitors is entirely at their own risk. Guest will indemnify and hold harmless Owner from any and all expenses, costs, damages, suits, actions, or liabilities whatsoever arising from or related to any and all loss of or damage to personal property, including injury or death resulting from the use or occupancy of the Property or the failure of any member of Rental Party or Guest's visitors to observe the rules and restrictions set forth in Paragraph 7.

18. Violation of Agreement. If Guest or any member of the Rental Party violates any of the terms of this Agreement, including but not limited to maximum occupancy, visitors and rental rules and restrictions, Owner may evict Guest and the Rental Party from the Property and Guest will forfeit all rent and security deposit paid.

19. Governing Law. This Agreement and all transactions contemplated by this Agreement will be governed by, and constructed and enforced in accordance with the laws of the State of South Carolina (not including its conflicts of laws provisions). Any dispute arising from this Agreement shall be resolved through mediation. If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.

20. Amendments. This Agreement may be amended or modified only by a written agreement signed by both Owner and Guest.

21. No Waiver. Neither Owner nor Guest shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing.

22. Severability. If any provision of this Agreement is held to be invalid or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement.

23. Notices. Any notice or communication under this Agreement must be in writing and sent via one of the following options:

- electronic email transmission (LAGANA555@GMAIL.COM)
- certified or registered mail (postage prepaid, return receipt requested)

24. Successors and Assigns. This Agreement will inure to the benefit of and be binding upon Owner, its successors and assigns, and upon Guest and its permitted successors and assigns.

25. Entire Agreement. This Agreement and Exhibit A & B represents the entire understanding and agreement between the Parties with respect to the subject matter of this Agreement and supersedes all other negotiations, understandings and representations (if any) made by and between the Parties.

SIGNATURES

Owner Signature

Owner Name

Date

Guest Signature

Guest

Guest Name

Date

EXHIBIT A

House Rules and Regulations

- (1) All Guests must wash off all sand from themselves & their belongings outside near the pool area prior to entering the condo. Sand inside the condo will damage the floors and if sand enters the shower drains the waste water system will back up.**
- (2) Small wash & dry loads can be performed in the inside washer & dryer provided. Larger wash loads must be performed in the laundry room on the 2nd floor in Building #2**
- (3) The doors and windows including the sliding glass door must be kept closed. The humidity this close to the ocean is so extreme that mold will quickly start in the walls if any doors or windows are left open and the air conditioning system could burn out as it tries to cool the condo down and remove the humidity.**
- (4) There are only enough parking spaces for one car per unit (48 in total) so this lease only provides parking for one vehicle.**
- (5) Paper towels, water and food in the unit when you arrive is for your use. You may want to be generous with the next guest and leave a few things for them.**
- (6) We suggest keeping bathroom doors partially open when taking a shower to help prevent excess moisture build up in the bathrooms and resulting mold problem**
- (7) Please be careful when on the deck and do not sit on or lean against the railing to prevent any possible injury**
- (8) The fire alarms are connected throughout the building and are connected to the local fire department's emergency services. Please be careful not to burn anything on the stove. Do not disable any smoke alarms. Smoking is not permitted inside the Property (including the deck) .**

EXHIBIT B

Condo Association Rules and Regulations

OCEAN VIEW VILLAS HOMEOWNERS ASSOCIATION **RULES FOR HOMEOWNERS AND RENTAL GUESTS**

(As of 05/05/2021)

REQUIRED BY NORTH MYRTLE BEACH LAW AND FIRECODE REGULATIONS

(Note: Any resulting fines will be charged back to the homeowner)

1. Smoking is not allowed in the common areas of the building, that includes all halls and stairwells. (Per North Myrtle Beach ordinance 12-82)
2. No obstructions can be stored or left in the hallway or especially under the stairwells. This includes chairs, bicycles, beach gear/toys, kayaks, paddle/surf boards, etc. These items cannot be left in the common areas or on the grass as it kills the grass in hot weather. Kayaks, paddle boards, surf boards can be stored by the bike rack located between the 2 buildings.
3. No grilling on decks or in or around the building or on the front deck. Grilling is allowed only in designated areas. Grills are located at the top of the parking lot on both sides for owners and guests to use.
4. The maximum number of people sleeping in any one unit when rented is six people.
5. Pets are to be on a leash at all times. Pet owners are required to pick up all pet waste. Pets are not allowed in the pool area. Ocean View Villas does not allow renters to bring pets.
6. No fireworks allowed (Per North Myrtle Beach ordinance 11-8)

PARKING AND ACCESS:

(Note: Any resulting damage will be charged back to the homeowner)

1. No motorcycles, mopeds, motorbikes, trailers, golf carts, jet skis or boats are allowed in the parking lot by renters at any time. Owners are not allowed to park these vehicles in our lot from May 1st thru September 10th.
2. For Safety reasons, a beach gate pass is to be used at all times to gain access to the condos/pool area from the beach. Do not climb over, push on or lift anyone over pool access gates.
3. Renters and owners are asked to limit the number of cars in the parking lot since we have only 51 spaces and 48 units. This is most important in the Summer season. 1 car per unit is requested.
4. Do not climb on the rocks or over the seawall. Do not climb over the balcony railings.
5. Campers of any type are not allowed at any time in our parking lot by owners or tenants.

GENERAL:

1. No obstructions can be stored or left in the hallway or especially under the stairwells. This includes chairs, bicycles, beach gear/toys, kayaks, paddle/surf boards, etc. These items cannot be left in the common areas or on the grass as it kills the grass in hot weather. Kayaks, paddle boards, surf boards can be stored by the bike rack that is located between the 2 buildings.
2. Always clean sand from feet/shoes/beach equipment before entering the building or the pool area.
3. Our pool is for owners, guests and rental tenants only. Pool hours are 8 am until 11 pm. An adult must accompany children under the age of 13 at all times. Abide by pool rules as posted in and around the pool area.
4. No running, loud noises or unruly behavior in the halls or common areas.
5. No signage is to be displayed from inside or outside units.
6. Garbage is to be placed in tied plastic bags and put in the dumpster at the street. Recycling containers are also at the street. Any broken or damaged items should be taken to the dumpster at the street and not left in the hall or common areas.

Vacation Rental/Short Term Lease Agreement Booking Confirmation

Dear Guest,

Thank you for selecting our property for your vacation.

The property is located at: OCEAN VIEW VILLAS 6302 N Ocean Blvd (#), North Myrtle Beach, SC 29582

Arrival:	After 3:00 PM (No early arrival please)
Departure:	By 10:00 am

Number of Adults: 2	Number of Children: 0
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Your **reservation deposit** is due immediately in the amount of \$500.00 in order to save your week. All charges are due before 45-days before arrival date

Rental rate and fees are as follows:

Rental Rate of 2500 x one weeks	\$2,500.00
Unit Cleaning Service Fee	125.00
Damage security deposit	500.00
State and Local Sales/Rental Taxes (12%)	315.00
Total Amount Due	\$3,440.00
(Less Reservation Deposit Due Immediately)	500.00
Total Balance Due 60 Days Before Arrival Date	\$2,940.00

Please sign and return the attached short-term lease agreement along with your reservation deposit. The balance of the rental amount is due twenty one (60) days before your arrival date. When the total amount due is received, we will send instructions on how to access the property.

Sincerely,

Vacation Rental Short Term Lease Agreement Checklist

Prior to Arrival:

- Signed and dated agreement
- Rental deposit
- Security deposit
- Balance due

Arrival:

- Check-in time: 3:00 PM
- Go through inspection checklist
- Review rental rules and regulations
- Keys and access information

Departure:

- Check-out time: 10:00 am
- Go through inspection checklist
- Clean condo
- Leave pool & parking keys
- Security deposit returned with 14-days

Inspection Checklist:

	<u>Arrival</u>	<u>Departure</u>	<u>N/A</u>	<u>Notes</u>
	Good	Good	Good	
A/C Heater	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Lights	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Floors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Walls	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Doors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Windows	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Window treatments	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Screens	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Locks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Fireplace	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Kitchen	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Refrigerator	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Oven	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Stove	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Dishwasher	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Garbage Disposal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Bathrooms	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Bedrooms	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Living Room	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Dining Room	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Family Room	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Washer/Dryer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Garage	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Backyard/Patio	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Guest acknowledges that he/she has inspected the Property and unless otherwise noted, everything is in good repair. Any damages upon departure shall be charged to Guest or deducted from the security deposit.

SIGNATURES

Check-in Inspection

Check-out Inspection

Signature of **Guest**

Signature of **Guest**

Signature of **Owner**

Signature of **Owner**

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