

**Kudzu's Cottage**

**806 West Ashley Avenue**

**Folly Beach, S.C. 29439**

**VACATION RENTAL AGREEMENT 2017**

Please read and complete this agreement by filling in the blanks carefully: This is a contract between you and the Owner.

**Reservations are not guaranteed until owner receives this agreement from you as well as the Deposit, as described below.**

This rental agreement, dated \_\_\_\_\_, 201\_\_ is between:

Owner	and	Renter
Susan Gouinlock		Name: _____
2735 Briarlake Woods Way		Mailing address: _____
Atlanta, GA 30345		_____
(678) 637-8300		_____
westashley806@yahoo.com		Email address: _____
www.Kudzurose.com		Cell phone: _____
		Home phone: _____
		Work phone: _____

For the premises located at:  
Kudzu's Cottage  
Groundfloor (2 bedroom, 1 bath)  
806 West Ashley Avenue  
Folly Beach, SC 29439

(the "Property" or the "Premises").

For the period: \_\_\_\_\_, \_\_\_\_\_, \_\_, 2017 (include day of the week, month and date of arrival), to \_\_\_\_\_, \_\_\_\_\_, \_\_, 2017 (the "Rental Period").

**Number of people occupying Premises: \_\_\_\_\_ adults and \_\_\_ children**

**Type and number of pets occupying Premises \_\_\_\_\_**

**CHECK-IN TIME is 4:00 P.M. ET and CHECK-OUT TIME is 10:00 A.M. ET.**

**CHECK IN AND CHECK OUT TIMES ARE IMPORTANT AND NEED TO BE STRICTLY ADHERED TO UNLESS OWNER HAS SPECIFICALLY AGREED IN WRITING TO A DIFFERENT TIME. A LATE CHECK OUT FEE OF \$50 PAYABLE TO THE CLEANING SERVICE MAY BE DEDUCTED FROM YOUR SECURITY DEPOSIT DUE TO AN UNSCHEDULED LATE CHECKOUT.**

### **Definitions**

As used in this agreement, "Renter" includes the person signing this agreement *and any and all people he or she invites onto the Premises during his or her stay.*

### **Fees**

We have a 3 night minimum and we permit pets at no extra charge. If renting in the spring, fall or winter, please email us to see about rates for shorter or for extended stays.

**Winter 2017:** For stays between January 2 and March 2, 2017, the rate is \$135/night and the weekly rate is \$900.

**Early Spring 2017:** For stays between March 3 and March 30, 2017 the rate is \$145/night and the weekly rate (7 nights) is \$1000.

**Mid Spring 2017:** For stays between March 31 and April 27, 2017, the rate is \$155/night and the weekly rate (7 nights) is \$1,000.

**Late spring 2017:** For stays between April 28 and May 25, 2017, the rate is \$165/night and the weekly rate (7 nights) is \$1,000.

**Summer 2017:** For stays between May 26 and September 9, the rate is \$225/night and the weekly rate (7 nights) is \$1,400.

**Fall 2017:** For stays between September 6 and November 27, 2016 the rate is \$165/night and the weekly rate (7 nights) is \$1000.

**Winter 2017- 2018:** For stays between November 27, 2016 and January 1, 2017, the rate is \$135/night and the weekly rate is \$800.

**Regardless of the time of year, the cleaning fee is \$85.00 and the refundable security/damage deposit is \$100.**

### **House Rules**

1. Enjoy yourself!
2. Maximum occupancy: 5
3. Pets are allowed. Dogs must be kept off the furniture to keep furniture as clean as possible. Use a sheet or beach towel to cover any furniture the dog might get up on.
4. Pet Clean Up: Renter is responsible for picking up and disposing of pet refuse (commonly known as "poop") as soon as such refuse is deposited anywhere on the Property or elsewhere on Folly Beach. Disposal includes placing it in a proper garbage receptacle.
5. Smoking is not allowed in the house or on the covered porches.
6. No house parties are permitted. That means you cannot have more people in the house than you identified in this rental agreement. If you have a few people visit (not overnight), of course that is fine. This rule is intended to prohibit multiple guest gatherings that would overload the house and /or disturb the neighbors or other renters.
7. The Grill. The grill behind the house is for the use of all renters. Do not bring it upstairs. No grilling on porches is permitted.
8. Laundry. The laundry room is shared by the upstairs and the downstairs units. Please limit use of washer and dryer to respect others' needs and to conserve water.
9. Septic System. The Property is on a septic system (as is most of Folly Beach). Please do your best to keep sand out of the septic system by hosing off or showering off persons and pets in the outdoor shower or hose before entering the house. Also, please do not waste water or put too much paper in the toilet, as septic systems do not respond well to either.

10. Trash. Take out the trash twice a week according to the schedule posted on the refrigerator for pick up at 7:00 AM. The trash goes into the big green can at the street.

11. Recycling. We have curbside recycling. For your convenience, store your recyclables in the bin in the laundry room and then empty it into the big blue bin at the street for pick up. Recycle all glass, plastic, aluminum and paper. There is detailed recycling information posted on the refrigerator and the schedule is available at <http://chascogis.maps.arcgis.com/apps/InformationLookup/index.html?appid=ff0ba53c9dd94a34898f25ecf524af00>.

### **Check Out Check List.**

Before you leave, wash any dishes you have used. If you leave them dirty, the cleaning service will charge me and I will charge you to wash them, so plan ahead to have them left clean. Turn off all lights; take the trash down to the cans at the street; take the recycling out to the street and put the empty little blue bin back on the stoop. Put any furniture or bed linens you have moved from one room to another back to the place they were in when you arrived. Put the key back in the lock box. If you had the linen service, strip sheets and pillow cases from the beds and leave with used towels in the bathroom.

### **Possible Eviction for Material Violation of House Rules and Improper Conduct**

In the event that occupancy exceeds the number above, a house party takes place, there is noise that bothers the neighbors or other renters, smoking in the house or grilling on a covered porch is identified on the Premises during the Rental Period, or if in Owner's sole discretion Owner deems Renter's conduct on the Premises inappropriate or dangerous to person or property, owner shall have the right to have Renter evicted immediately with no refund of monies paid.

### **Maintenance Issues**

Renter must notify Owner immediately if a maintenance problem develops at the rental property so that it can be remedied as quickly as possible. Owner reserves the right to enter the Premises to determine whether repairs are necessary and to make repairs with reasonable notice to renter, or without notice to Renter if Renter cannot be reached. If you don't tell us about a problem, we can't address it for you, so call! (678) 637-8300. If

you damage something, please tell the Owner via email or phone call. Many times, that will permit a less expensive repair, saving you money and the next renter and the Owner some trouble. "Stuff happens." We know that; so just let us know. If light bulbs are burned out, please replace them from bulbs stored on the kitchen shelves or leave a note for the cleaning service.

### **Damage/Security Deposit Policy**

The damage/security deposit is refundable 10-14 days after checkout if the Premises and property are not damaged and all contents are in place when Renter leaves. If furniture slipcovers or bed linens must be cleaned due to Renter's use thereof, additional cleaning fees will be charged by the cleaning service. Those additional fees will be passed on to the Renter by Owner via deduction from the damage/security deposit. Costs to repair or replace damaged property may be deducted from the damage/security deposit.

### **Linens**

Bed linens and bath towels for 5 people will be made available upon request for the Rental Period for a \$45.00 fee. If Renter does not request this linen service, Renter must supply his or her own sheets and bath towels. In any event, Renter needs to bring his or her own beach towels.

### **Cancellation Policy**

If Renter desires to cancel his reservation, he must notify owner as soon as possible. Owner will remove the reservation from owner's website and make the Property available for rent again. If owner re-rents the Property, Renter's rental and security deposits will be refunded, less a \$50 administration fee. If owner cannot re-rent Renter's Rental Period, Renter forfeits the rental deposit but will be refunded his cleaning fee and security deposit in full.

### **Disclaimer of Responsibility for Renter's Personal Property**

Renter agrees that Owner shall not be responsible for damage or loss to Renter's personal property during the Rental Period.

**Waiver of Claims Against Owner and Premises**

Renter hereby waives any and all claims and causes of action he or she has, might or will have against Owner or the Premises related to this Agreement and/or Renter's use of the Premises, including but not limited loss, damage, injury or death to Renter at the Premises or while Renter is using bicycles or other equipment or personal property provided by Owner pursuant to this Agreement.

**Indemnification by Renter**

Renter agrees to indemnify and hold harmless owner from any and all claims against owner or the property arising from Renter's, his pets' or his guests' acts or omissions during the rental Period, including but not limited to injury or damage to persons or property caused by pets brought to the Premises. Renter agrees to supervise his or her guests' activities, taking proper precautions in the ocean and in the sun.

**No Assignment or Subletting**

This vacation rental agreement may not be assigned or the premises sublet without written consent of the Owner.

**Fee Calculator (use rates from page 2)**

- 1. Total Rent for \_\_\_\_\_, \_\_\_\_\_, 2017 to \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, 2017:
  - If renting less than 7 nights: \$ \_\_\_/night x \_ nights = \$ \_\_\_\_\_
  - If renting for 7 nights, use weekly rate from page 2 = \$ \_\_\_\_\_
- 2. Cleaning Fee \$ 85
- 3. Damage/Security Deposit: \$ 100

(note the possibility of a deduction for the need to clean slipcovers or bedspreads and pillows, described above on page 3)

4. Optional Linen Service: \$ \_\_\_\_ (Add \$45 here if requesting linen service)

**Total Due** (Add Rent + Cleaning fee + Security Deposit + linens if opting for that service) \$ \_\_\_\_\_

**Deposit** to reserve dates (1/2 of **Total Due**) = \$ \_\_\_\_\_

**Balance Due** (1/2 of Total Due) payable 4 weeks before arrival \$ \_\_\_\_\_

The **Balance Due** must be paid 4 weeks prior to renter's arrival.

Payments may be made by PayPal at [www.kudzurose.com](http://www.kudzurose.com) or by check payable to Susan Gouinlock and mailed to Susan Gouinlock at 2735 Briarlake Woods Way, Atlanta, GA 30345.

**Keys**

Owner will provide lock box code on premises to renter after the Balance Due has been received. Renter shall return keys to lock box at departure.

**Sending Completed Form to Owner Signifies Agreement**

Please fill in your name and the date below. Emailing or mailing this agreement to Owner signifies your agreement to the terms and conditions of this contract.

**Renter:** \_\_\_\_\_ **Date:** \_\_\_\_\_