

Rosie's Ocean View
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

Susan Gouinlock
2735 Briarlake Woods Way, NE
Atlanta, GA 30345
678-637-8300
Westashley806@yahoo.com

and

Renter

Name: _____
Mailing address (for refund of damage deposit): _____

Email: _____
Cell phone: _____
Home phone: _____

For the premises located at:

Rosie's Ocean View
Upstairs (4 bedroom, 2 bath)
806 West Ashley Avenue
Folly Beach, SC 29439
(the "Property" or the "Premises").

For the period: _____, _____, 2017 (include day of the week and calendar 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.

Definitions

As used in this agreement, "renter or 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 (except in the summer when we may require a full week, depending on bookings) and we permit pets at no extra fee. If renting in the spring, fall or winter, email us to see about rates for shorter or extended stays.

Winter 2017: For stays between January 2 and March 2, 2017 the rate is \$225/night and the weekly rate (7 nights) is \$1,200.

Early Spring 2017: For stays between March 3 and March 30, 2017, the rate is \$250/night and the weekly rate (7 nights) is \$1,500.

Mid Spring 2017: For stays between March 31 and April 27, 2017, the rate is \$300/night and the weekly rate (7 nights) is \$1,800.

Late Spring 2017: For stays between April 28 and May 25, 2017 the rate is \$325/night and the weekly rate (7 nights) is \$2,100.

Summer 2017: For stays between May 26 and September 9, 2017 the rate is \$400/night and the weekly rate (7 nights) is \$2,600.

Fall 2017: For stays between September 10 and November 26, 2017 the rate is \$300/night and the weekly rate (7 nights) is \$1,800.

Winter 2017 - 2018: For stays between November 27, 2017 and January 1, 2018 the rate is \$250/night and the weekly rate is \$1,400.

Regardless of the time of year, the cleaning fee is \$120.00 and the refundable security deposit is \$300.

House Rules

1. Enjoy yourself!
2. Maximum occupancy: 9
3. Pets are allowed. Dogs should be kept off the furniture to keep furniture as clean as possible.
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 inside the screened 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 unit and the Property. 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 toilet water or put too much paper in the toilet, as septic systems do not respond well to either.
10. Trash. Take out the trash on Sunday and Wednesday nights for pick up Monday and Thursday mornings early, 7:00 AM. The trash goes into the big green can at the street.
11. Recycling. Recycle all glass, plastic, aluminum and paper. For your convenience, store your recyclables in the blue bin out on the back stoop and then empty it into the big blue rolling bin at the street Sunday night for pick up Monday morning. 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=ff0ba53c9d94a34898f25ecf524af00>.

Check Out.

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 can at the street; take the recycling out to the street and put the empty little blue bin back on the stoop. If you opted for the linen service, strip the beds of sheets and pillow cases and put them on the bathroom floor with the used towels. Put the key back in the lock box for the cleaning service and the next renter. (See check out reminder list posted on refrigerator.)

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 smoking in the house or grilling on 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 ask renter to leave the premises immediately with no refund of monies paid.

Maintenance Issues

Renter must notify owner immediately if a maintenance problem is present at check in or develops at the rental property during the rental period 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 please call: (678) 637-8300.

Security/Damage Deposit Policy

The security deposit is refundable within 10 business 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 the renter by Owner via deduction for the security deposit. Costs to repair or replace damaged property may be deducted from the security deposit.

Optional Linen Service

Beds will all be made and bath towels for 9 people provided for a \$65.00 linen service fee that covers the labor to make the beds, wash the sheets and towels and remake beds, etc. If you opt for the linen service, all you have to do is strip the bed sheets and put them and the used towels on the bathroom floor when you check out. You can opt for the linen service on page 6. If Renter does not request the linen service, Renter must supply his or her own sheets, pillow cases and bath towels. There are bed spreads and pillow shams on every bed. 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

1. Total Rent for _____, _____ 2017 to _____, _____, 2017:

-If renting less than 7 nights: \$ _____/night x _____ nights from page 2 = \$ _____

-If renting for 7 or more nights, use the weekly rate from page 2 = \$ _____

2. Cleaning Fee \$ 120

3. Security/damage Deposit: \$ 300

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

4. Optional Linen Service: \$__ (Add \$85 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, or via a Paypal invoice from Owner (upon Renter's request) or by check payable to Susan Gouinlock and mailed to Susan Gouinlock at 2735 Briarlake Woods Way, Atlanta, GA 30345.

Keys

Owner will provide code to lock box on premises to Renter after receipt of the Balance Due. 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. Filling in your name and then either emailing or mailing this agreement to Owner signifies your agreement to the terms and conditions of this contract.

Renter: _____ **Date:** _____