

Rosie's Ocean View and the Kudzu Cottage
(whole house)
806 West Ashley Avenue
Folly Beach, S.C. 29439
www.Kudzurose.com

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

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

Email: _____
Cell phone: _____
Home phone: _____

For the premises located a
806 West Ashley Avenue
Folly Beach, SC 29439
(the "Property" or the "Premises").

For the period: _____ (day of week) _____ (month) ____ (date), 2017 to
_____ (day of week) _____ (month) ____ (date), 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 checkout times must be enforced unless Owner has explicitly agreed in writing to an early check-in or a late check-out.

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.*

Whole House Rental 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, 2017 and March 2, 2017, the rate is \$300/night and the weekly rate (7 nights) is \$1,700.

Early Spring 2017: For stays between March 3 and March 30, 2017, the rate is \$325/night and the weekly rate (7 nights) is \$1,800.

Mid Spring 2017: For stays between March 31 and April 27, 2017, the rate is \$350/night and the weekly rate (7 nights) is \$1,900.

Late Spring 2017: For stays between April 28 and May 25, 2017 the rate is \$400/night and the weekly rate (7 nights) is \$2,200.

Summer 2017: For stays between May 26 and September 9, 2016 the rate is \$495/night and the weekly rate (7 nights) is \$2,900.

Fall 2017: For stays between September 10 and November 26, 2016 the rate is \$350/night and the weekly rate (7 nights) is \$2,200.

Winter 2017-2018: For stays between November 27, 2017 and January 1, 2018, the rate is \$325/night and the weekly rate (7 nights) is \$1,800.

***Regardless of the time of year, the cleaning fee is \$200.00 and the refundable security deposit is \$300.00.**

House Rules

1. Enjoy yourself!
2. Maximum occupancy: 14
3. Pets are allowed. Dogs should be kept off the furniture to keep furniture as clean as possible. Soiled slipcovers or bedspreads that must be laundered by the cleaning service will result in deductions from the security/damage deposit.
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
6. No house parties are permitted
7. The Grill. Grill must remain on the patio near the bottom of the back stairs. No grilling on porches or deck is permitted.
8. Laundry. Sand must be shaken out of laundry outside before putting in washer.
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 showering off persons and pets in the outdoor shower or using the 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. Please follow the trash take out schedule posted on the refrigerators.
11. Recycling. We have curbside 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>.

12. CHECKING OUT. Before you leave, wash any dishes you have used. If you leave them dirty, the cleaning service will wash them and charge me for their time and then I will have to charge you for their time. Please strip the beds of sheets and pillow cases if you had the linen service and leave the bedspreads and shams on the beds. Please turn off all lights; take the trash down to the can at the street; take the recycling out to the street and bring the temporary storage bins back inside; leave notes in the guest books; put any furniture or bed linens you have moved from one room to another back to the place they were in when you arrived; items that started downstairs or upstairs need to be returned to the proper place. **Be sure to put the keys back in the lock boxes for the cleaning service and the next renters.**

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 excess noise 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 leave the premises 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.

Security/Damage Deposit Policy

The security/damage deposit is refundable within 10-14 days after checkout, if the Premises and property are not damaged and all contents are in place when Renter leaves. If there is excessive dog hair or refuse or is 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 Renter by Owner via deduction from 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 14 people provided for a \$120.00 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 upon check out 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 and make the Property available for rent again. If owner re-rents the Property for the Rental Period, 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 amount but will be refunded his cleaning fee and security/damage 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

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.

Indemnification of Owner 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 for less than 7 nights: \$_____/night x ___ nights = \$ _____
 - If renting for 7 nights use weekly rate from page 2 = \$ _____

- 2. Cleaning Fee \$ 200
- 3. Security/Damage Deposit: \$ 300

(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 \$120 here if requesting linen service)

Total Due (Add Rent + Cleaning fee + Security/Damage 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 (at 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 boxes 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. 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:** _____