

## The Breakers 307 Rental Agreement and Rental Rules

Hi, and thank you for choosing our home for your upcoming vacation.

Below is our Rental Agreement and Rental Rules for your stay which we ask that you read, understand and agree to, by completing the information and signing on page 3, then scan or take a photo of only page 3 and send it to the [thebreakers307@gmail.com](mailto:thebreakers307@gmail.com). You can also send via US mail to our home address found in #8 below.

We are very excited to have you as our guests and we hope that you have a terrific time at The Breakers 307!

Howard and Alison

### **SHORT TERM RENTAL AGREEMENT**

This Short-Term Rental Agreement is between the “Homeowner” Alison and Howard Wolf and the “Guest” identified on the last page of this three-page agreement. For good and valuable consideration, the sufficiency of which is acknowledged, the parties hereby agree as follows:

1. Property: The “Property” is located at: 4 North Forest Beach Drive Villa 307, Hilton Head SC 29928
2. The Property is fully furnished
3. Term of the Lease: The lease begins at 4:00 p.m. on the check-in date and ends at 10:00 a.m. on the check-out date agreed to in the booking between the Guest and the Homeowner. We apologize but check in check out times are contracted with our cleaning company and are not negotiable.
4. Rental Rules: All Guests agree to abide by this Rental Agreement and the Rental Rules at all times while at the property and shall cause all members of the rental party and anyone else who the Guest permits on the Property to abide by the Rental Agreement and Rental Rules at all times while at the Property.
5. Maximum Occupancy: The maximum number of Guests is limited to 5 (five) however not more than four of those Guests will be adults over age 21. Only Guests who appear on page 3 of this agreement are permitted to stay overnight, no exceptions.
6. Access: Should something in our home need repair, the Guest shall allow the Homeowner or company/person that the Homeowner has authorized to access to the Property for purposes of repair and inspection. The Homeowner shall exercise this right of access in a reasonable manner. On the second Monday of each month, Hilton Head Pest Control provides service, and Guests staying that day shall grant access to perform their service to spray all baseboards. **It is not necessary to be home. The technician will knock, and if you are away, will enter and service the Property using a key provided by our Regime.**
7. Rental Rate and Fees:  
Rental rates vary by season and are communicated through our web site. Our cleaning fee is \$149 and there is an admin fee of \$29. The State of South Carolina and City of Hilton Head Island taxes are 11% of the total. A deposit of ½ of the total amount of the booking is due within 7 days of confirmation of booking. The final payment is due 30 days prior to the check-in date on the booking.
8. Payment: We accept Venmo (@Howard-Wolf-2), Zelle (use 216-337-2567 or thebreakers307@gmail.com) or personal check mailed to the address below.

Howard and Alison Wolf, 1164 Wild Brook Dr. Akron OH 44313

9. **NO RISK Cancellation Policy**: Should the Guest need to cancel the reservation, refunds will be provided as follows:

100% refund if cancelled at least 10 days prior to the check-in date of the booking.

50% refund if cancelled 0-10 days prior to the check-in date of the booking. The other 50% will be held as a credit to the Guest to use towards a future stay, good for 1 year.

### **THE BREAKERS 307 - RENTAL RULES**

To best ensure that you have a great time, please take time to read and understand the rental rules of our home as well as The Breakers complex. If you have any questions prior to or during your stay about any of the rules or the Property please e-mail us at [thebreakers307@gmail.com](mailto:thebreakers307@gmail.com) or call or text Howard 216-337-2567 or Alison 216-408-5296.

1. All of the units are privately owned; Guest agree to indemnify and save Homeowner, its Agents, and licensees free and harmless from any claim or liability for any loss or damage arising from, related to or in connection with the rental Property, including but not limited to any claim or liability for personal injury or damage or loss of property which is made, incurred or sustained by any Guest or any Guest's invitee. Guests will be responsible for any unreported damages, abuse or malicious damage done to the Property.
2. Guests agree to keep the property and all furnishings in good order. Nothing from inside the Property should be removed to the pool or beach.
3. Guests should not create excessive noise at a level that disturb neighbors. Quiet hours at The Breakers are from 11:00 p.m. – 8:00 a.m.
4. Smoking is not allowed at any time inside the Property OR on our balcony. If smoking has been detected the Guest will be responsible for an additional \$300 cleaning fee.
5. Only Service Pets are allowed. If a non-Service Pet is detected the Guest will be responsible for an additional \$300 cleaning fee.
6. Only use appliances for their intended uses
7. Parking is limited to 1 vehicle. There are no assigned parking spaces and the Guest must have their parking pass displayed on their vehicles dashboard at all times when parked at The Breakers. Failure to properly display the parking pass or any illegally parked cars which result in towing, all applicable fines and/or towing fees are the sole responsibility of the Guest.
8. Housekeeping: There is no daily housekeeping service included in the rental. We do provide linens, bath and hand towels, and a starter kit of bar soap, toilet paper, shampoo, conditioner, paper towels, dish soap, dishwasher and laundry detergent, and trash bags. The Guest is responsible for bringing their own beach towels and we do not permit the bath towels from our home to be taken to the beach or pool.

9. Hurricanes: In the unlikely event of a hurricane, no refunds will be given unless:

- The state or local authorities have issued a mandatory evacuation in a "Tropical Storm/Hurricane Warning area" which includes the area of residence of a vacationing Guest.
- The day authorities order a mandatory evacuation order in a "Tropical Storm/Hurricane Warning," area the Homeowner will refund:
  - Any unused portion of rent from the Guest currently registered
  - Any unused portion of rent from a Guest who is scheduled to arrive, and wants to shorten the stay, to come in after the Hurricane Warning is lifted
  - Any advance rents collected or deposited for a reservation that is scheduled to arrive during the "Hurricane Warning" period.

10. The Guest agrees to adhere to and enforce the rules which are posted on the upper bunk on the bunk beds in the hallway:

11. Children under the age of 10 are never permitted to sit in chairs at the high-top table on the balcony.

12. If the Guest violates any part of this agreement, the Guest agrees that the Agent may terminate this agreement and enter the Property. Upon notice of termination, the Guest agrees to vacate the Property immediately without being entitled to any refund and shall waive any rights that may be applicable under South Carolina landlord-tenant act.

Again, we very much appreciate you choosing our home and we hope you have a terrific stay at The Breakers 307 on Hilton Head Island!

Guest Name \_\_\_\_\_

Date of Arrival \_\_\_\_\_ Date of Departure \_\_\_\_\_

Number of Guests - Adults \_\_\_\_\_ Children \_\_\_\_\_

Guest Mailing Address \_\_\_\_\_

Guest E-mail Address \_\_\_\_\_

Guest Phone Contact \_\_\_\_\_

By signing I agree to all terms on the Rental Agreement and Rental Rules on this 3-page document during our stay on the dates listed above.

Sign \_\_\_\_\_ Date \_\_\_\_\_