

The Breakers 307 Rental Agreement and Rental Rules

Hi, and thank you for choosing our home for your upcoming vacation. We are certain that you will have a great time in Hilton Head and the surrounding area. Below is our Rental Agreement and Rental Rules for your stay which we ask that you read, understand and agree to, by signing on the last page. Please scan the signed document to the thebreakers307@gmail.com or you can send it 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!

Alison and Howard

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 checkout date agreed to in the booking with the Owner. We apologize but check in and check out times are not negotiable.
4. **Rental Rules:** All Guests agree to abide by this Rental Agreement and the Rental Rules (below) 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 six however not more than four of those Guests will be adults over age 21. Only the Guests who appear on the booking with the Owner are permitted to stay overnight, no exceptions.
6. **Access:** Should something in our home need repair, guest shall allow 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 first Friday of each month, Island Pest Control provides service and Guests staying that day shall grant access to perform their service.
7. **Rental Rate and Fees:**
A deposit of ½ of the total rental rate is due within 7 days of confirmation of booking.
Final payment is due 30 days prior to the arrival date on the booking.
8. **Payment:** We gladly accept a personal check mailed to the address below. Or if you prefer, we also accept PayPal. If selecting PayPal, payment should be submitted via PayPal using thebreakers307@gmail.com. We do have a \$30 return check fee for all NSF checks

Alison and Howard Wolf_ 36 East Western Reserve Rd Unit 2_Poland OH 44514

9. Cancellation Policy: Should the Guest need to cancel his/her reservation, the deposit will be refunded as follows:
100% if cancelled 30 days prior to the Check-in Date on the booking
50% if cancelled 30 days or less prior to the Check-in Date on the booking
10. Insurance: We encourage all renters to purchase traveler insurance.

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 during your stay about any of the rules or the villa, please call Howard on his cell at 216-337-2567 or Alison at 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. Persons other than those in the Guest party set forth below may not stay overnight in the property. Any person in the villa or on the property besides the authorized guests is the responsibility of the Guest. Guests will not exceed the occupancy limit.
3. Guests agree to keep the property and all furnishings in good order. Nothing from inside the unit should be removed to the pool or beach.
4. Guests should not create excessive noise at a level that disturbs neighbors. Quiet hours at The Breakers are from 11:00 p.m. – 8:00 a.m.
5. Smoking is not allowed at any time inside the unit OR on the balcony. If smoking has been detected the Guest will be responsible for an additional \$200 cleaning fee.
6. Pets are not allowed.
7. Only use appliances for their intended uses
8. 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.
9. Housekeeping: There is no daily housekeeping service included in the rental. We do provide linens, bath and hand towels, bar soap, toilet paper, kitchen and paper towels, dish, dishwasher and laundry detergent, and trash bags. We suggest you bring your own beach towels as we do not permit towels to be taken to the beach or pool.

10. 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.

11. 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!

Alison and Howard

Guest Name(s)_____

Number of Guests Adults_____ Children_____

Guest Mailing Address_____

Guest E-mail Address_____

Guest Phone Contact_____

Dates of Stay _____

By signing I agree to all rental terms and rules on this 3-page document during our stay on the dates listed above

Sign_____ Date_____