

## TERMS AND CONDITIONS OF RENTAL AGREEMENT

for 65 Morgan Place Drive, Isle of Palms (the Property”)

The term RENTER refers to the person who is renting the Property and is inclusive of and RENTER is responsible for RENTER’s guests and invitees, whether they are visiting or staying overnight, during the length of RENTER’s stay at the Property.

RENTER by submitting rental payment for the Property IS AGREEING in the entirety to the terms, conditions, limitations and restrictions set forth in this RENTAL AGREEMENT. If RENTER should have any problems or questions with any of the following provisions, RENTER should email OWNER to discuss. For any changes to the following provisions to be effective, they must be agreed and memorialized in writing between RENTER and OWNER prior to the start date of the rental.

1. **FIRST STRIKE RULE:** RENTER is hereby notified that OWNER is using a “First Strike Rule”, whereby RENTER will be asked to leave the Property upon a violation of any terms of this RENTAL AGREEMENT or any visit by police or code enforcement on the Isle of Palms. RENTER’S adherence to these rules is vital to this business and any such violation is grounds for immediate removal (regardless of RENTER’S check-out date or reservation).
  - a. NOTE: There will be no refunds or fees returned in this case, this is RENTER’S only and final warning on this.
  - b. Why? Code adherence is strictly monitored and violations seriously impact our neighbors, the community and this business's ability to continue to serve as a short-term rental.
  
2. **NO HOUSE PARTIES.** The OWNER rents to family groups and responsible adults only; absolutely NO house parties, bachelor/bachelorette parties or functions such as weddings are allowed without advance WRITTEN permission by OWNER.
  
3. **ISLAND NOISE ORDINANCE (strictly enforced):** RENTER is reminded that the Property is situated within a residential community. RENTER is asked to be sufficiently quiet and peaceful, so as not to disturb other residents of the neighborhood at ANY time.
  - a. The NOISE ORDINANCE is enforced 24 hours per day/7 days per week.
  - b. Noise from the RENTER and guests at the Property shall be reasonable at ALL times (less than 65 decibels) as heard from the street.
  - c. This threshold of unreasonableness becomes narrower from dusk to dawn.
  - d. Strict Quiet Hours: 10pm through 10am, are the hours when no noise can be heard from the Property. During this time, RENTER should not be on the

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- porches, garage or pool area without being acutely aware of your voices (including children) and absolutely no music.
  - e. Fireworks are prohibited year round, including July 4 and New Year’s Eve.
  - f. A founded noise complaint, made at the discretion of the responding officer, can result in a fine of more than \$1000 and a mandatory court appearance for RENTER.
  - g. DO NOT violate this provision. Its consequences are significant.
4. EVENTS: NO Events of any kind, involving guests outside of the ones that are part of the original reservation, are allowed, unless explicitly agreed to in writing by OWNER.
- a. If RENTER is found to have had an event or group gathering for more guests than RENTER officially reserved for and paid for during RENTER’s stay at the Property, unless RENTER has advance written permission from OWNER, RENTER agrees to pay an impact fee of \$200 per person per day for each person over and above the number of guests on the original reservation.
  - b. RENTER agrees to pay for any individuals not specifically included as guests on the Property reservation immediately, or RENTER shall be required to vacate the Property without refund of rental fee or Security Deposit.
  - c. Further, local authorities may be called in to remove all individuals not specifically included as guests in RENTER’s initial reservation with no further obligations, credits, refunds or alternate accommodations to RENTER.
5. PARKING: RENTER may have no more than 6 vehicles at the property at any one time.
- a. All Vehicles must be parked in the driveway. No parking on the lawn/grass and no parking on the street.
  - b. Violations will be subject to a fine by enforcement authorities that RENTER will be responsible for paying.
6. LIGHTS: RENTER will turn off all outside lights after 10pm and close all doors and both garage doors.
- a. RENTER agrees to turn off all exterior lights on the porches and rear deck after 10 pm.
  - b. RENTER agrees to turn off kitchen lights and main floor that aren't needed before going to bed.
  - c. Our neighbors do live here so lights can be a disturbance to them; please respect this provision.

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7. **SMOKING /VAPING POLICY: SMOKING / VAPING INSIDE** the Property IS EXPRESSLY PROHIBITED and strictly enforced.
  - a. If you do smoke / vape, please do so outside and away from the home, porches and any open windows on the Property.
  - b. Any RENTER smoking / vaping inside the home or on the porches will be charged \$250 per day against their Security Deposit for increased fire risk, insurance premiums, and damage to our smoke /vape-free environment desired by our non-smoking guests.
  
8. **TRASH:** RENTER shall use the trash and recycling bins that OWNER has provided for RENTER. There is also an Isle of Palms ordinance on trash to ensure the ongoing beauty of the island.
  - a. RENTER shall remove trash and recycling from the home at least daily, to remain sanitary and minimize rodents/pests or other disturbances to your enjoyment and health.
  - b. Both the trash and recycling bins must stay on right side of the garage where they currently are. OWNER has a service that will take them to the street and collect them back after the trash and recycling trucks have come per their pick up schedule. RENTER should not roll them out onto the street.
  - c. Failure to comply with this may result in fines to OWNER, which will be passed on to RENTER and removed from the Security Deposit or otherwise paid for by RENTER. RENTER shall not move the bins to the street or otherwise make them visible from the street.
  
9. **DRUGS AND HAZARDOUS MATERIALS:** RENTER shall not use or permit to be brought onto the Property any drugs / illegal substances or flammable fluids or other explosives or articles deemed hazardous to life, limb or property of any kind. RENTER shall be required to vacate the Property without refund of rental fee or Security Deposit for failure to adhere to this provision.
  
10. **PAYMENT TERMS:** RENTER shall be obligated to pay and be charged for nightly fees and accompanying administrative, housekeeping and other fees (collectively, rental fees), security deposit and taxes (applicable for state, local and county) at the time of the booking.

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11. CANCELLATION POLICY: All cancellations must be made in writing to OWNER's email address by 11:59 pm ET to be a valid cancellation. RENTER is entitled to 100% refund if RENTER cancels at least 60 days before check-in; RENTER is entitled to a 50% refund if RENTER cancels 30-59 days before check-in. In the event of a conflict between the cancellation policy provision and the FIRST STRIKE RULE provision, the first strike provision supersedes the CANCELLATION policy.

12. REFUNDABLE SECURITY DEPOSIT: RENTER is required to provide a \$5000 refundable security deposit (Security Deposit) for any damage to person or property while staying at the Property.

- a. Things happen, and if something does, including damaging furniture, staining furniture or breaking dishware or other items in the house, RENTER should advise OWNER via OWNER's email immediately. RENTER should send a text/email to OWNER with a picture and brief explanation of the issue so OWNER can seek to address the issue.
- b. Security Deposit will be refunded within 30 days after departure, provided there are no deductions. Deductions will be charged for, but not limited to:
  - i. Breakage, damage, or missing items;
  - ii. Any city/local code enforcement fines;
  - iii. Evidence of smoking / vaping inside the Property;
  - iv. Improper use of the Trash/Recycling bins- taking trash out to curb or moving them in sight from the roadway;
  - v. Improper usage of the pools, leaving toys/items in the pool overnight, clogging filters/skimers or excessive soiling of the pool. Please ALWAYS use the outdoor shower when coming from the beach to rinse off- the beach sand wreaks havoc on the quality of the water and the filter.
  - vi. Excess guests above those specified at the time of rental;
  - vii. Noise or events that cause disturbances to our neighbors or the community;
  - viii. Early arrivals or late departures without prior approval from OWNER;
  - ix. Any violation of the terms of this RENTAL AGREEMENT.

13. CHECK-IN AND CHECK-OUT

- a. Check-In Time is: 4:00 PM EST.
- b. Check-Out Time is: 10:00 AM EST. RENTER agrees to follow check-out instructions prior to leaving the Property.

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- c. Due to high occupancy rates, OWNER generally cannot accept early check-ins or late check-outs. Unless granted in advance and in writing by OWNER, RENTER must vacate the home no later than 10:00 A.M. EST, and check-in no earlier than 4:00 P.M. EST.

### 14. POOL:

- a. Pool water must remain ~ 2” above the bottom opening of the pool skimmers for the pool to stay clean. RENTER will contact the Property Manager or OWNER and advise if the water level has fallen so that OWNER may fill the pool.
- b. RENTER will remove toys and all items from the pool when there are no person(s) in the pool. All toys and items must be removed each evening. This includes checking the pool skimmers to make sure that there are no toys/items that are in or blocking flow to the pool skimmer(s). Failure to do so could result in damage to the pool and the cleanliness of the pool as the filter relies on sufficient water flow.
- c. RENTER will not overload the pool with toys and items as this will affect the ability of the pool, filter and equipment to keep the pool clean.
- d. If a blockage is discovered, caused by RENTER’s items, and a pool service is required, then the fee will be subtracted from RENTER’s Security Deposit (\$125/occurrence). Further, if RENTER causes damage to the pool or pool filters as a result of these item(s), then RENTER shall be required to pay (and the Security Deposit may used to pay) for the repair and service costs to bring both back into repair. RENTER can avoid this by taking simple steps and ensuring that RENTER has a great experience in the pool, which is an important amenity for RENTER and future guests.

### 15. LOST/LEFT ITEMS

- a. The OWNER is not responsible for any personal belongings of RENTER that may become lost, stolen, damaged or left behind.
- b. RENTER may request OWNER to look for an item left during RENTER’s stay. If item(s) are found, they will be returned to RENTER at the RENTER’s expense (cost of packaging and shipping). OWNER assumes no responsibility for finding the lost/left item.
- c. If any items are unclaimed within 7 days, the items may be donated to local charity, destroyed or recycled. While every attempt will be made to return item(s) to RENTER, NO obligation of any sort is created between the item(s) and

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the OWNER, regardless of intrinsic/extrinsic value or the replacement cost of any and all items.

16. OWNER RIGHTS TO CANCEL A GUEST RESERVATION.

- a. OWNER retains the right to cancel any reservation, at OWNER's sole discretion, within a reasonable period of time, not to exceed four (4) weeks from the time the original reservation was created. Funds paid by RENTER will be returned when OWNER cancels a reservation, and RENTER will have no recourse, and no right to use or access the property.
- b. Without any limitation to time, the section below further prescribes other reasons the OWNER may cancel the reservation:
  - i. If RENTER does or does not comply in canceling their reservation, OWNER retains the right to open dates and make the Property available to another party. Funds paid by RENTER will be returned when OWNER cancels a reservation, and in these cases, RENTER will have no recourse, and no right to use or access the property.
  - ii. While there can be any number of reasons that OWNER may choose to cancel a reservation, it is always done considering our RENTER and may be done for one of more of the following reasons:
    1. unexpected construction on the property or an adjacent property that would cause disturbances during the time of reservation(s)
    2. forces of nature (e.g., weather, wind, hail, hurricane, water surge)
    3. issues with access and entry, property damage or required repair
    4. issues with system that permit reservations to be made that otherwise violate reservation rules.
    5. Funds paid by RENTER will be returned when OWNER cancels a reservation and RENTER will have no recourse, and no right to use or access the property.
  - iii. OWNER is not obligated to reimburse, credit, "rain check" or otherwise make new accommodations for affected RENTER. However, from time to time, and depending on circumstances, OWNER may choose, at their sole discretion, to create allowances for RENTER, either with new reservation dates, credits or by finding alternative arrangements for RENTER.

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### 17. HOLD HARMLESS, COMPLAINTS AND MAINTENANCE.

- a. OWNER makes every effort to keep all accommodation and its inventory in good working order and highly representative of the photos presented on our website.
- b. OWNER expresses no guarantees, express or implied, regarding suitability or fitability for any particular purpose.
- c. In case of a maintenance problem, RENTER is obligated to notify OWNER immediately. Often, the situation can be corrected before it becomes a problem! Once aware of an issue, OWNER agrees that appropriate repair or replacement will be promptly started, however OWNER is not responsible for any inconveniences for which OWNER has no immediate control of (such as delays due to service tech availability, delays due to parts, etc.) and no refund or rate adjustment will be issued for any inconveniences. These inconveniences may include, but are not limited to, the following:
  - i. landscaping: lawn care, cutting/mowing, blowing, bed maintenance, shrub/debris removal;
  - ii. pool maintenance: cleaning, repairs for pool pumps/filter/piping/heating system, etc.
  - iii. electrical power outages or water outages;
  - iv. breakdown of appliances, pool pumps, furniture, washer/dryer, dishwasher, garbage disposal, television or internet services, or devices; etc.;
  - v. repairs, maintenance and safety related maintenance repairs inside and outside of the Property;
  - vi. propane/gas outages or delivery issues;
  - vii. adverse weather and/or road conditions;
  - viii. construction in the area.
- d. OWNER shall not be held liable, or otherwise take any responsibility, for any injuries that may occur to RENTER (and, as noted above, inclusive of RENTER’s guests and invitees), that are caused or permitted to be caused by the intentional, unintentional, negligent, or careless acts of said RENTER (and, as noted above, inclusive of RENTER’s guests and invitees). By the written or electronic endorsement of this Agreement, RENTER (and, as noted above inclusive of RENTER’s guests and invitees) agrees to forever hold-harmless and indemnify OWNER from any liability and/or responsibility arising there from.

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18. ENTIRE AGREEMENT

- a. This RENTAL AGREEMENT serves as the entire agreement. No additional provisions are expressed or implied. This RENTAL AGREEMENT supersedes any and all previous oral and/or written, express and/or implied agreements. Upon written or electronic endorsement and submission of the rental fee, RENTER agrees that they have read and understood this RENTAL AGREEMENT, and accepts all terms, conditions, covenants and restrictions, without exception.

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