

Reservation Agreement: Terms and Conditions

3009 Palm Boulevard, Isle of Palms, SC 29451 843-886-5303

THE UNDERSIGNED GUEST AGREES WITH OWNER THAT:

1. **Payments: Personal checks will not be accepted less than 45 days prior to arrival.** Final payment is due 45 days PRIOR to arrival. We also accept MasterCard or Visa. A 5% processing fee will apply to all credit card charges.

2. **License:** Guest is NOT a Tenant and has acquired no leasehold in the property. Guest is a licensee of the Owner pursuant to S.C. State Code 45-2-20 et. Seq. The term 'rent' is used for convenience only.

3. Cancellation Policy:

A. **GUEST CANCELLATIONS MUST BE IN WRITING.** If you cancel your reservation, your entire reservation deposit will be held until the property has been re-booked and confirmed for the same use period and for the same rate. There are NO exceptions. If the property is re-booked for only part of the use period or for less rent for the reserved days, the deposit will be refunded minus any uncollected rent for the use period. All guest cancellations are subject to a cancellation-processing fee of 10% of the rate (\$100.00 Min).

B. A property that is unacceptable to the guest is deemed a cancellation by the guest.

C. The owner may cancel this reservation if, in his opinion, it is in the best interest of the Owner.

D. The owner is not responsible for the weather or other Acts of God and there will be no refunds.

4. **Occupancy:**

A. Guest agrees to restrict occupancy to no more than 12 occupants. Between the hours of 11pm and 9:00am, guests agree to have no more than 5 cars on the property.

B. Guest agrees to comply with the check-out time or be subject to a late departure fee of up to one night's rental. If the property is not vacated by check-out time, Guest hereby consents to owner removing all occupants and their belongings from the property and disposing of all belongings at Guest's expense and risk of loss.

C. **ABSOLUTELY NO PETS ARE ALLOWED.** If pets are found on the property, all monies will be forfeited and you will be required to vacate the property.

D. This Agreement may not be transferred or assigned by the Guest.

E. **ABSOLUTELY NO HOUSE PARTIES, YOUTH GROUPS, FRATERNITIES, WEDDINGS, RECEPTIONS, MEETINGS OR PARTIES ALLOWED. OWNER DOES NOT RENT TO STUDENTS OR GROUPS OF STUDENTS UNDER ANY CIRCUMSTANCES. EVEN IF A PARENT OR OTHER LEGALLY RESPONSIBLE ADULT MAKES THE RESERVATION. IF SUCH A GROUP OCCUPIES OR ATTEMPTS TO OCCUPY THE PROPERTY, IT WILL BE REQUIRED IT WILL BE REQUIRED TO IMMEDIATELY VACATE AND THERE WILL BE NO REFUNDS.**

F. Guest authorizes owner representatives and contractors to access the property when owner determines that it is necessary.

G. Motor homes and trailers may not be connected to the utilities and may not be occupied when parked at the property.

H. The owner makes reasonable efforts to insure that our property is ready for our Guests' arrivals. However, due to the seasonal nature of our business, the property may not be cleaned by check-in time. No refunds will be given should this occur.

5. **Disturbances:** Occupancy and use of the premises and amenities shall not be in a manner that disturbs residents or other Guests. If any Guest creates a private or public nuisance, the owner has the right to terminate this Agreement and require that all Guests vacate, with no refunds.

6. **Claims:** Guest agrees to hold harmless and indemnify the owner and their agents from any loss or damage, including attorney's fees, incurred as a result of any and all claims, demands, causes of action, suits, judgments, fines, or penalties arising out of Guest's use or occupancy of the property.

7. **Additional Fees and Charges:**

A. **Damages:** Guest agrees to be responsible for all damages and excessive cleaning expenses resulting from Guest's use or occupancy of the property.

B. **Returned Check Fee:** A \$39.00 Returned Check Fee will be charged if a Guest's check is returned for any reason.

C. **Enforcement:** Guest agrees to pay all court costs, and reasonable attorney fees incurred by owner in the enforcement of its rights under this Agreement.

8. **Maintenance/Housekeeping:** Owner is not responsible for air conditioning or any other appliance that fails to operate properly or for other maintenance issues, including, but not limited to, pest control and housekeeping. Guest agrees to notify owner as soon as a maintenance or housekeeping maintenance or housekeeping problem is noticed. Breakdowns, other maintenance issues and housekeeping issues will be repaired or remedied as soon as possible. No refunds or compensation will be given.

9. **Pest Control:** Because we are located in a low-lying area, pest control services are performed regularly. To keep the pest control population under control, Guest agrees to allow pest control operators access to the property.

10. **Personal Items:** Owner is NOT responsible for any personal property that is lost, stolen, damaged, or left behind. A \$25.00 retrieval fee will be charged to search for personal property left behind, and if found, the items will be returned at Guest's expense.

11. **Damage:** Guest agrees to be responsible for all damages and/or excessive cleaning caused by members of the guest's party and agrees to pay for all cost, including collection and attorney's fees, incurred as a result.

A. Furniture must not be moved. Heart of pine floors scratch easily. Loss of deposit and additional charges will be assessed for any damage to the floors.

B. A \$25.00 fee will be incurred for any key that is not returned to the lock box. This will be deducted from the security deposit.

12. **Accident:** Guest agrees to hold owner harmless for any accident or injury, whatsoever that may occur on the property during the occupancy.

13. **Damage Deposits:** Cash damage deposits will be refunded by U.S. Mail within 30 days of departure less any damage or cleaning expenses. Credit card damage deposits are not actually charged unless damage or excessive cleaning is required over the damage deposit.

14. **Advance Reservations:** Reservations made before the beginning of the calendar year on a property that does not yet have set rates, require a 50% deposit based on the prior year's rates and are subject to price adjustments, owner's right to occupy, and adjustments to amenities. Guests will be notified of final rates and availability as soon as possible. Guests may elect to accept new rates and terms, and pay the balance due for a 50% deposit or cancel the reservation without penalty. Failure to agree to the new terms within 15 days of notification or failure to send the remaining balance due on the 50% deposit will result in cancellation of this Agreement and Guest will receive a FULL refund. If the rates have been set for the following year, then normal deposit and cancellation policies apply (See #3).

15. **Errors:** Errors in pricing and descriptions sometimes occur. Guest will be notified of any error and if, in the opinion of the owner, it substantially changes the terms of the Agreement, Guest may cancel the Reservation within 5 business days after receiving such notification and Guest will receive a FULL refund.

16. **Governing Law; Severability:** This Agreement shall be interpreted and enforced according to the laws of the State of South Carolina. The invalidity or unenforceability of any one or more provisions of this Agreement shall in no way effect any other provisions.

By signing below, I agree to the terms and conditions outlined above:

Signature

Date