



## **Guest License Agreement and Schedule of Fees**

### **AGREEMENT**

This Agreement shall be interpreted and enforced according to the laws of the State of South Carolina. The invalidity or unenforceability of anyone or more provisions of this Agreement shall in no way effect any other provisions. This Agreement may not be transferred or assigned.

### **OWNERSHIP**

The property is privately owned, with Southern Shores Real Estate Group, LLC (herein referred to as Southern Shores) acting solely as AGENT for the OWNER. The GUEST acknowledges he is a licensee of the OWNER and not a tenant, and is not acquiring any interest in the property.

### **PAYMENT**

A rental deposit of 35% of the total price is due five days from the date the reservation is made. The balance in full is due forty-five days prior to check-in. We accept MasterCard, VISA, and Discover as forms of credit card payment. Other forms of payment include checks and money orders payable to the AGENT. If there is a payment via check or money order, the balance is due at least forty-five days prior to check-in. A \$30.00 returned check fee would be assessed to the reservation if a GUEST'S check should be returned for any reason. Should the AGENT not receive the final balance by this due date, the GUEST authorizes the AGENT to charge the balance due on the reservation to the GUEST'S credit card on file. Reservations made less than thirty days prior to the arrival date must be paid in full at the time of booking.

### **CANCELLATIONS**

A) ALL GUEST CANCELLATIONS MUST BE IN WRITING. To protect all parties, the AGENT has a strictly enforced policy for cancellations. Cancellations received within 5 days of the booking of the reservation are subject to a full refund. All guest cancellations are subject to a cancellation fee of 10% of the rental rate prior to 45 days of the reservation. Cancellations made within 45 days of the reservation, would result in the forfeiture of all payments made. If the property is rebooked at the same rate or at a discounted rate, the guest may request a refund for the difference less the 10% cancellation fee. There are NO Exceptions.

- A) A home that is unacceptable to the guest is considered a cancellation.
- B) The AGENT may cancel a reservation if, in its sole opinion, it is in the best interest of the OWNER.
- C) Southern Shores is not responsible for the weather or other Acts of God and there will be no refunds.
- D) Our travel insurance protects you from losses you may incur because of unforeseen circumstances, such as illness, injuries, or Acts of God such as mandatory hurricane evacuations, and the like. Travel Insurance must be purchased before 45 days prior to arrival or by final payment, whichever comes first. New reservations to arrive within 30-45 days, may purchase the insurance at the time of booking only. Extra benefits are available to guests that purchase within 14 days of initial deposit. We recommend that you purchase this insurance. Please refer specific questions to 888.409.7749.

### **RATES**

Errors in pricing and descriptions rarely occur and the GUEST will be notified in any event of error. If in the opinion of the AGENT, the error substantially changes the terms of this Agreement, the GUEST may cancel the reservation within five business days after receiving such notification and the GUEST will receive a full refund. We reserve the right to make corrections, additions, deletions, and changes in the rates and descriptions at any time without notice. Should the accommodation become unavailable due to reasons beyond control, the AGENT will provide alternative accommodations and will notify the GUEST if possible. Taxes and fees are not included in quoted rates.



#### **TAXES AND FEES**

Tax rates are calculated and added to the reservation according to the state sales tax, state and local accommodation taxes and fees, and local laws in force at the time of this agreement.

#### **DAMAGES**

As a guest of Southern Shores, your rental includes a damage waiver benefit. Southern Shores will waive the cost of, and you will not be obligated to pay for, reported lost or ACCIDENTAL damage to the contents of the rental accommodation you occupy. The damage waiver is limited to a maximum of \$2000 damage payment per stay and terminates upon departure/check out. Any cost of the damage waiver benefit is non-refundable. All damages MUST be reported promptly to Southern Shores staff at the property, who will determine the extent of repairs necessary. If damage is not reported prior to departure, the damage waiver is void. The GUEST agrees to indemnify the Owner for any damages caused by their carelessness and negligence including, but not limited to damaged property, missing accessories, and missing or damaged linens. The AGENT has full authority from the Owner to collect for damages at the AGENT'S discretion. Credit card damage deposits are not actually charged unless damages occur and/or excessive cleaning is required. In that event, invoices and credit card receipts will be mailed. The AGENT requires that a valid credit card be presented by the GUEST at the time of check-in. This card shall be recorded and used for any damages or missing items that are deemed the responsibility of the GUEST by the AGENT.

#### **ELEVATORS**

The GUEST agrees to indemnify the Owner for any damages caused by their carelessness and negligence including, but not limited to damages/repairs with the elevator in the home. ANY service calls and charges made by GUEST due to operator error or negligence will be the responsibility of the guests including but not limited to after hour calls. The AGENT has full authority from the Owner to collect for service calls and damages at the AGENT'S discretion. Any paid damage deposits will be refunded by US mail within thirty days of departure and will include invoices for damages if any. Credit card damage deposits are not actually charged unless damages occur and/or excessive cleaning is required. In that event, invoices and credit card receipts will be mailed. The AGENT requires that a valid credit card be presented by the GUEST at the time of check-in. This card shall be recorded and used for any damages or missing items that are deemed the responsibility of the GUEST by the AGENT. All elevator keys must be returned to Southern Shores upon check-out. A charge of \$25.00 for lost or unreturned keys will be charged to the GUEST.

#### **INTERNET**

High speed wireless internet is provided as a convenience only and is not integral to the agreement. No refund of rentals shall be given for outages, content, lack of content, speed, access problems, lack of knowledge of use, or personal references with regard to Internet service.

#### **EMERGENCIES**

The GUEST agrees that the AGENT and/or contractors or employees may enter the premises when the AGENT deems it necessary.

#### **MAINTENANCE**

The AGENT 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 and no refunds will be given. The GUEST agrees to notify the AGENT as soon as a maintenance problem occurs. Breakdowns and other maintenance issues will be repaired or replaced as quickly as possible. No refunds or compensation will be given.

#### **OCCUPANCY**

The GUEST will restrict occupancy to the stated limit for the reserved property at all times. Occupancy, use



# Southern Shores

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of the premises and communal areas, shall not disturb or offend guests or residents. The AGENT has the right to terminate this Agreement and evict disruptive guests without a refund. Moving furniture/wall hangings is not allowed.

### **CHECK IN/CHECK OUT**

The GUEST acknowledges and understands that check-in is no earlier than 4:00 PM and the check-out is no later than 10:00 AM. If departure is later than 10:00 AM, penalties will be assessed. There will be no refund for early departures for any reason, weather- related or otherwise.

### **GROUPS**

The AGENT is a family vacation rental company and does NOT allow any type of parties or groups including, but not limited to weddings, receptions, or meetings allowed in properties under any circumstances. When found, all monies will be forfeited and guests will be asked to leave the property immediately.

### **PETS**

With the exception of service animals for guests with disabilities, NO PETS are allowed and if found in a unit, all monies will be forfeited and you will be asked to vacate the property immediately.

### **SMOKING**

Smoking is NOT permitted inside any vacation properties at any time. If smoke is detected inside the property, applicable cleaning fees will be charged to the guest's credit card on file. Credit card damage deposits are not actually charged unless damages occur and/or excessive cleaning is required. In that event, invoices and credit card receipts will be mailed. The AGENT requires that a valid credit card be presented by the GUEST at the time of check-in. This card shall be recorded and used for any damages or missing items that are deemed the responsibility of the GUEST by the AGENT.

### **POOLS**

In cases of accommodations with pools and/or hot tubs, the GUEST agrees to use them at their own risk and to hold neither the OWNER nor the AGENT from liability. Pools are cleaned twice a week from Memorial Day through Labor Day. Any additional cleaning charges incurred by request of the GUEST will be the responsibility of the GUEST.

### **TRASH SERVICE**

For properties located on Isle of Palms, Southern Shores offers a twice-weekly trash service from Memorial Day through Labor Day and once weekly trash service after Labor Day. Please DO NOT ROLL TRASH CARTS to curbside, as we provide this service. The City of Isle of Palms has strict rules and regulations regarding trash roll out times, where fines are incurred to the property. Fines incurred from GUEST rolling trash bins to curbside at a property, will be the responsibility of the GUEST.

For properties located on Folly Beach, residential garbage will be picked up beginning at 7AM each Monday (Tuesday if Monday is a holiday) and may be placed at the street for pick up after 6PM of the preceding day. From May 1 through September 30 an additional residential garbage pickup will be made each Thursday (unless holiday). Trash receptacles must be moved to within five feet of the house or primary structure not later than 8PM on the day of collection.

### **LOST & FOUND**

The AGENT is not responsible for any personal belongings of the GUEST that may become lost, stolen, damaged, or left behind. A \$50.00 retrieval fee will be charged, and if found, the items will be returned to the GUEST at the GUEST'S expense. If the items are left unclaimed with Southern Shores over 30 days,



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the items will be donated to a local charity.

**INTEREST**

In accordance with South Carolina license law, disclosure is hereby given that the AGENT escrow account is an interest bearing account, with the interest being to the benefit of the AGENT.

**SULLIVAN’S ISLAND ADDENDUM**

GUESTS renting property on Sullivan's Island are required to sign the Sullivan's Island Addendum and return it to the AGENT along with this agreement.

I have read, understood, and further agree to the above provisions. Agree that I will be responsible for any fines levied as a result of by any family member or guests while I am staying at the property.

GUEST Signature \_\_\_\_\_

Date

Guest Address: \_\_\_\_\_

Guest Email: \_\_\_\_\_

Guest Phone: \_\_\_\_\_

Property Address: \_\_\_\_\_

Dates Reserved: \_\_\_\_\_

Total Price: \_\_\_\_\_

Reservation No: \_\_\_\_\_

Property Occupancy Maximum: \_\_\_\_\_

Max Number Of Cars: \_\_\_\_\_