

SHORT TERM ACCOMMODATION CONTRACT between 5419 Max Living LLC. and {Guest Name}

SITE 5419 SANDLAPPER

Ocean Lakes Family Campground 6001 South Kings HWY #5419 Myrtle Beach S.C. 29575

- Your initial/signature on all pages of this contract indicates that you have read, understood, and agree to all terms of this short term accommodation contract.
- This home has **24 hour outside audio/video surveillance cameras** for the protection of the property and its guests.
- **Security cameras:** Any tampering of the security cameras including but not limited to covering the camera, removal of the camera, malicious destruction of the camera, unplugging the camera, or disconnection of the camera from the internet will be grounds for immediate eviction from the premises and forfeiture of all funds including the security deposit.
- There is a 3 night minimum during off season and accommodates Saturday - Saturday during peak season. There is no early check in or late check out.

*The Primary Guest must be an adult 25 years of age or older, and must be present during the entire stay. All guest(s) names, and ages must be listed on the accommodation contract. You must have a valid driver’s license to operate the golf cart. You must follow all campground rules. Please refer to the Ocean Lakes Campground website for a list of all rules. <https://www.oceanlakes.com>.

Check in 3pm Check out 10am MAX OCCUPANCY 6 GUESTS

Accommodation Dates Start Date to End Date

Payment Methods: Zelle (413-522-9306), Venmo (@Leigh-Young-12), Check (needs to be received 60 prior to arrival).

Rates

Spring rental \$

Cleaning and linen fee \$

State & local tax \$

Refundable security Deposit \$

Total \$

Initials

Half of the total booking amount is due at the time of booking. The remaining amount is due at least 60 days prior to arrival (see refund terms, and cancellation terms below). Any reservation made within 60 days of the arrival date is payable in full at the time of booking.

Initials

Any reservation falsification will be subject to forfeiture of advance payments, deposit and/or accommodation money, and the party will not be permitted to check in. Discovery of falsified information after check in will subject tenants to immediate eviction.

Initial

Cancellation/Refund Policy

- Travelers who cancel at least 60 days prior to check-in will receive a full refund less \$100.00 processing fee. Cancellation 59 days or less the guest(s) will forfeit the entire rental amount less the refundable security deposit. If the homeowner is able to fill the cancelled dates within 59 days prior to the intended arrival date the guest(s) will receive a full refund less \$100 processing fee.
- All refunds under these terms will be issued within 7-10 business days of cancellation.

Initial

Terms of Contract

1. The property owner/manager has the right to inspect the premises without prior notice, and at any time to enforce the terms of this contract. Should the Guest(s) violate any of these terms the accommodation period/contract shall be terminated. Upon termination of the contract the guest(s) will vacate the premises immediately, and under the supervision of the owner/property manager or designated individual.
2. Guest(s) will vacate the premises upon expiration of this contract (reference check out time and date). Guest(s) waive ALL rights to process if they fail to vacate premises upon expiration of the accommodation period.
3. Guest(s) shall maintain the premises in a good, clean, and "ready to rent" condition, and use the property in a careful and lawful manner. Premises will be left in "ready to rent" condition upon departure at the expiration of the accommodation period. Guest(s) agree to be responsible for repair and/or maintenance costs should the property be left in lesser condition, i.e. "normal wear and tear."
4. Guest(s) shall not sublet the property.
5. Guest(s) agree to pay all reasonable costs, attorney's fees and expenses that shall be made or incurred by owners enforcing this contract.
6. Guest(s) agree that Fireworks and other hazardous materials such as candles shall not be used in or around the property. If a fire is started on the property due to use of hazardous(s) the guest(s) will incur all costs of repairs of the home, shed and outside premises.
7. Guest(s) expressly acknowledge and agree that this contract is for TRANSIENT OCCUPANCY of #5419 Ocean Lakes Campground. The Guest(s) CANNOT use this property as a long term residence.
8. There shall be NO refunds/reimbursement of rent in the event of shortened stays or ruined expectations due to weather conditions, work obligations, family emergencies or any other commitments or life events.
9. Note Hurricane Season is June 1 - November 30th. If you are booking your stay with us within this time frame, guest(s) may want to consider purchasing vacation (travel) insurance in case of a hurricane or tropical storm.
10. Guest(s) shall use this property for legal purposes only. Guest(s) understand that use of illegal drugs, abuse of any person, harboring of fugitives, storing of stolen property, etc. shall cause immediate termination of this contract.
11. Guest(s) acknowledge that this home is equipped with smoke detectors, but is NOT equipped with carbon monoxide detectors. If a smoke alarm begins chirping or indicates a low battery condition please contact the homeowner (Leigh Young 413-522-9306).
12. Guest(s) shall see to their own security. Lock doors, windows, garage doors, etc. when it is prudent to do so.
13. Wireless internet, Cable TV is provided at the service level chosen by the homeowner. There will be no reimbursements or refunds given for outages, content, lack of content, speed, personal preferences, access issues or lack of knowledge of use with regard to TV and/or internet service. Ocean Lakes

occasionally experiences outages that are beyond our control. Outages are reported as they occur. Refunds/Reimbursements will not be given for outages of services.

14. Guest(s) are expected to conduct themselves in a civilized manner, being respectful of surrounding property owners, tenants, and neighbors. The creation of disturbances such as loud and/or vulgar music, language, noise, parties, etc. will be grounds for termination of this contract. Ocean Lakes imposes, and enforces "Quiet Hours" between 11pm and 7am. AGE CURFEW: Guests under the age of 21 are subject to Ocean Lakes curfew and must return to their site by midnight unless accompanied by an adult from their site or the guest (parent/guardian) and will be subject to a \$100 fine paid fully by the guest. This curfew is year round. You will be asked to vacate the premises by Ocean Lakes Security should a grievance be filed.

Initial

House and Shed Rules

- Absolutely **NO** pets allowed in or on the premises
- Absolutely **NO** parties
- Absolutely **NO** visitors who are not listed on the accommodation agreement without prior permission
- Absolutely **NO** smoking or vaping or E cigarettes **ANYWHERE** on the premises.
- Absolutely **NO** use of recreational drugs
- **NO** horse play (please do not allow children to bounce on the beds/furniture)
- We currently supply linens and towels for our guest(s). Towels and linens are counted upon your departure, you will be charged for missing linens, blankets and comforters. We do not supply beach towels.
- Our house is privately owned; the owners are not responsible for any accidents, injuries or illness that occurs while on the premises, while using the golf cart or its facilities. The Homeowners are not responsible for the loss of personal belongings or valuables of the guest. By accepting this reservation, it is agreed that all guests are expressly assuming the risk of any harm arising from their use of the premises and the golf cart, or others whom they invite to use the premise.
- **Any disturbances will incur fines enforced by Ocean Lakes including but not limited to eviction**
- **Any evidence of these activities will result in forfeiture of your full security deposit, and will cause you, and all guests to be immediately evicted without refund of your paid accommodation amount or security deposit**

Remember: you are renting from a home owner whose neighbors are permanent residents, and will call Ocean Lakes Security for any disturbances or suspicious activities

Initial

******* It is expected that on arrival you will read the binder provided you at the house #5419. This binder will supply you important information needed to open, and shut down the premises. Outside water main valve, and hot water heater may be left on at time of departure unless otherwise communicated by the homeowner.

Pest Control

Many insects, and lizards are indigenous to our climate; we advise that you keep doors closed as much as possible. Be aware that insects can be brought into the premises on items that are left outside, and later brought into the premises. We make every effort possible to eliminate the occurrence of pests in, and around the house on a regular basis. We do NOT make rate adjustments or refunds for any pest-related problems.

Initial

AGE CURFEW

Guests under 21 years of age are subject to Ocean Lakes' curfew and must return to their site by Midnight unless accompanied by an adult from their site or the guest (or their parent/guardian) will be subject to a \$100 fine. This policy applies year round from Midnight to 5 am. Carrying an ID is recommended.

Initial

Security Deposit

All homeowners require a refundable security deposit. These deposits will be returned to the guest usually 7-14 days after departure. In rare instances of damage to property occurring, all or some of the security deposit could be held by the owner.

Guest(s) Loss, damage, injury or stolen items

The Guest and their guests shall hereby indemnify and hold harmless homeowners against any and all claims of personal injury or property damage or loss arising from use of the premises regardless of the nature of the accident, injury or loss. Guest(s) expressly recognize that any insurance for property damage or loss which the property owner may maintain on the property does not cover the personal property of the Guest(s), and that Guest should purchase their own insurance for primary guest and guests if such coverage is desired.

IF YOU LOSE THE GOLF CART KEY AND IT'S A CUSTOM KEY, YOU WILL BE CHARGED \$130 WHICH BREAKS DOWN AS FOLLOWS: \$50 IGNITION REPLACEMENT FEE, \$50 LABOR FEE, \$20 TOWING FEE, AND 2 KEYS @ \$10.

Initial

Parking Fees

Parking fees are incurred by Ocean Lakes, and costs \$15.00/day per vehicle. This fee should be paid directly to Ocean Lakes utilizing the express check in online. You will receive a link from Ocean Lakes for a parking pass once you have paid in full.

Please list all names, and ages of guests staying at #5419 for the intended week of this booking

Start with the primary guest (age 25 or above). Please include a valid **driver's license or photo ID of the primary guest and all guest(s) driving the golf cart** when sending your initial and signed copy of the accommodation contract.

Initial

By signing this accommodation agreement, you are agreeing to follow all house/golf cart/Ocean Lakes rules. You also agree to pay all fees incurred by you and all guests if violations occur. You acknowledge that if any house rules are infringed upon you will forfeit all deposit fees, risk immediate eviction, and forfeit your entire paid accommodation amount.

Electronic Payment

Electronic payments made by Venmo or Paypal must be received within 24 hours of completing/submitting the signed accommodation contract. Payments by Zelle must be received within 48 hours of completing/signing the signed accommodation contract. Keep a copy of this agreement for your record.

- Note: any fees incurred from electronic transfers that are imposed upon the owner will be added to the balance due or deducted from the guest(s) security deposit prior to the return of such deposit to the guest(s).
- Reservations are held but not confirmed until payment is received.

Payment by check

Checks can be made out to 5419 Max Living LLC. Checks must be received within 10 days of completing/submitting a signed accommodation contract. If you are paying by check and your reservation is within 30 days you must mail the check with a tracking number.

Signature of Primary guest

_____ Date _____

Primary guest _____ age _____

Guest #2 _____ age _____

Guest #3 _____ age _____

Guest #4 _____ age _____

Guest #5 _____ age _____

Guest #6 _____ age _____

Owner contact info

5419 Max Living LLC. Members: Leigh Young 413-522-9306

5419maxliving@gmail.com

*** There is a **Zero Tolerance Golf Cart Policy** ***

The golf cart is complimentary, because you have personally assured me that you will follow all of the golf cart rules both implied by Ocean Lakes and by me as the owner of this accommodation. It should be further understood that if a golf cart infraction occurs while under the operation of any guest(s) you will lose your full security deposit, all paid accommodation amounts, and an additional \$1500 fine. You will be mandated to vacate the premises immediately. If infractions occur against our golf cart we (the owners), and all Guest(s) are at risk of losing the use of our golf cart for an entire year, and we will have to remove it from Ocean Lakes properties. This will put our property lease in jeopardy. **Of note:** Ocean Lakes **immediately** notifies the property owner of any such infractions. You will also be responsible to pay all fines prior to vacating the premises. Fines are to be paid to the Ocean Lakes Security Office prior to departure. Golf cart rules will be included in this agreement, and will be posted within the unit as a reminder. Thank you in advance for your understanding, and compliance.

*** **Golf Cart Rules for #5419 Sandlapper** ***

Be aware that fines for breaking the rules can be up to \$1,500.00 fine

- Please diligently read our golf cart policy that will be in your rental when you arrive. Your signature confirms that all guests are informed on rules and regulations of golf carts. Ocean Lakes has strict golf cart rules, and they must always be followed.
- You must be 21 years of age, and have a valid driver's license in your possession to operate the golf cart. If someone in your group under the age of 21 wants to drive a golf cart they will have to rent one from Ocean Lakes.
- **GOLF CART CURFEW:** Ocean Lakes has a Midnight curfew for the operation of a Golf Car and other modes of transportation (such as e-bikes, bikes, scooters, etc.) during Spring Break Weeks, from Memorial Day Weekend to Labor Day and Halloweekends. These modes of transportation (golf cars, E-bikes, scooters, etc.) must return to their registered site by Midnight and will be subject to a \$100 fine if operated from Midnight to 5 am.
- Golf cart is **NOT** allowed off the Ocean Lakes properties
- **DO NOT DRIVE THE GOLF CART THROUGH WATER**
- Quiet hours are **12am-5am**, golf carts are not allowed to operate during these times
- Golf carts operating after sunset must have the lights turned on
- A maximum of 5 people on the golf is allowed at any given time
- Golf carts must be driven only on roadways, and are not permitted on the beach, within restricted areas or driven in vacant campsites.
- Playing of loud music is not tolerated by Ocean Lakes, playing any music that is vulgar is also not tolerated
- Do not leave children unattended on the golf cart
- Alcohol is not permitted on the golf cart in any type of container
- Reckless driving, horse play, racing or misuse of the golf cart is not permitted
- Obey all traffic signs within Ocean Lakes Campground
- **UNDER NO CIRCUMSTANCES CAN AN UNDERAGED DRIVER DRIVE THE GOLF CART.** If a child is in your lap YOU must have control of the golf cart with hands on the wheel.
- **Never leave the key in the golf cart**

- This golf cart is complimentary, and is not a guarantee. If the cart breaks down during your stay, efforts will be made to rectify this issue, but no refund or reimbursement will be made.
 - If the cart does break down, immediately notify Leigh Young 413-522-9306 so we can make an attempt to rectify the situation for you.
 - ***Ocean Lakes is extremely strict regarding these rules, and they are always watching for violators so please be respectful of our golf cart***
 - Remember to follow all the golf cart rules you have signed, there are no exceptions or excuses for your underage driver and will be enforced immediately. Any violation of Ocean Lakes rules resulting in a ticket being issued by security or Horry County Law Enforcement will forfeit your money and YOU WILL BE ASKED TO LEAVE IMMEDIATELY AND WILL PAY ALL FINES associated with the ticket. NO REFUNDS!!!
 - ***Charge the golf cart while it is in the shed.***
 - ***Do not leave the golf cart out in the rain.***
- By signing this page, you agree that you have read the golf cart rules, and agree to abide by them. You also agree to pay any fines incurred by you or your guests while utilizing the golf cart. You are aware that fines incurred can be as high as \$1,500.00. This golf cart is complimentary and in no way under any circumstances will allow you any discount or refund if it breaks down.**

Signature of primary guest _____

Date _____