

VACATION/SHORT TERM RENTAL AGREEMENT

This Vacation/Short Term Rental Agreement (hereinafter referred to as the “Agreement”) made and entered into this date: _____ by: _____

Guest Name: _____

Guest Address: _____

Phone _____ & Email: _____

(hereinafter referred to as “Guest”)

And:

Property Owner: James & Rebecca Kemfort

Permanent Address: 476 Ridgehill Dr
Lexington, South Carolina 29073

Phone: 803-445-8901 Email: CoralCoveOceanLakes@gmail.com

(hereinafter referred to as “Owner”).

You are renting from a private owner, not Ocean Lakes Family Campground

For good and valuable consideration, the sufficiency of which is acknowledged, the parties hereby agree as follows:

The rental property is located at: Ocean Lakes Family Campground
6001 S. Kings Hwy Unit MH514
Myrtle Beach, South Carolina 29575

Maximum Recommended Occupancy (including children): 8 Persons

Rental Term: From:

To:

Rental Amount: The rental rate for the term hereof is:

Hospitality Tax (13%):

Cleaning Fee:

Security Deposit:

Pet Fee:

For a total payable:

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TERMS AND CONDITIONS

1. **PAYMENT SCHEDULE:** The Security Deposit is due within 48 hours of signed rental agreement being accepted and finalized. We accept Venmo, Paypal, CashApp, or cash. Security Deposit is not applied to the rental amount, but will be held separately as a damage/security deposit upon arrival. The house will be inspected/cleaned upon departure, and the Deposit is fully refundable provided the following criteria are met:

- *No damage is done to the property or contents beyond normal use
- *No household items are lost, damaged, or stolen
- *No charges are incurred due to contraband, pets, or collections of services rendered during your stay
- *All trash is placed in the green receptacle and placed beside the street for pickup as scheduled
- *All charges and/or fines accrued through Ocean Lakes are paid prior to departure
- *Neither you nor any of your guests are evicted or trespassed by homeowner, Ocean Lakes Security, or law enforcement
- *All Ocean Lakes' policies and rules, and homeowner's policies and agreements are respected and followed

Payment of all rental amounts + taxes and fees are due **30 days** prior to the check-in date of your stay unless other arrangements are made with the Owner. Failure to make the appropriate payments will result in termination of this agreement, cancellation of the reservation, and forfeiture of the Security Deposit.

2. **NON-LIABILITY OF THE OWNER:** This Agreement is entered into based upon Guest's independent knowledge of the Property or the representations specifically contained in this Agreement and not on any representations made by the Owner or its Agents. The Owner shall not be liable for any damage or injury of or to the Guest, Guest's family, invitees or agents or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Guest hereby agrees to indemnify, defend and hold Owner harmless from any and all claims or assertions of every kind and nature. The Owner is not responsible for the loss of personal belongings or valuables of the Guest. It is agreed that all guests are expressly assuming the risk of any harm arising from their use of the premises or others whom they invite to use the premise.

3. **ACCEPTANCE OF PROPERTY:** Opinions as to the condition of the Property vary from individual to individual and are very subjective. If the Guest has not personally viewed or inspected the Property, the Guest shall not rely on any opinions expressed by a third party, including the Owner or its Agent. The Guest bears the sole risk of renting the Property sight unseen and in not being satisfied with the condition of the Property at the time of check-in. The Guest has not been promised anything as to the condition of the Property unless stated in this Agreement. The Property is rented "as is".

4. **PETS:** Pets are not permitted on the property without a pet addendum. The Guest shall obey this and all of the Owner's other rules for the safety and cleanliness of the Property and for the comfort and convenience of other occupants. In the event that a pet is discovered in violation of this rental Agreement, then the Guest shall be in default and the Security Deposit will be withheld with no refund forthcoming.

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5. **NO SMOKING:** This is a non-smoking home. No vaping or tobacco use of any kind is permitted anywhere in the residence or on the rental property.

6. **USE:** The Guest shall take possession of and use the Property only as a private residence. This is not a party house; house parties, senior week parties, graduation parties, or other similar gatherings are not permitted. Should a tenant or guest misrepresent themselves, this agreement will be terminated and the tenant and all guests will be required to vacate the premises immediately, without refund of any monies. The Guest shall not allow the Property to be used for any business, professional or unlawful purposes. House trailers and recreational vehicles are not permitted on the Property. There shall be no alterations of the Property and no fixtures, appliances or air conditioners shall be installed without the written consent of the Owner. The Guest affirms to use all appliances and furniture for their intended uses only. The Guest affirms that he/she is over twenty-five (25) years of age and minors will not occupy the property unless an adult is present. Unreasonable noise or disturbance by the Guest may result in default of Agreement. The Guest is solely responsible for placing all trash and recyclables in the exterior bins for pickup in accordance with the schedules and ordinances of the Ocean Lakes Family Campground.

7. **PARKING:** Parking is available for up to 3 vehicles, excluding motorcycles, and is limited to the driveway/carport. Street parking is not permitted. Owner is not responsible for any damage to Guest's vehicle. Guest is responsible for any damage incurred to the property by improper use of vehicles on the property.

8. **END OF TERM AND SECURITY DEPOSIT:** The Guest agrees to return the Property to the Owner at the expiration of this Agreement in as clean and as good condition as it was at the beginning of the Agreement term, except for normal wear caused by reasonable use. Guest shall pay for maintenance and repairs if the premises are in a lesser condition. In addition, the Guest agrees to repair, replace or pay for any breakage, damage to the Property, furnishings and equipment. The Guest authorizes deduction for these expenses, other amounts due from the Guests, from the Security Deposit. Breach of the smoking and/or pet policy result in forfeiture of the entire security deposit. The Security Deposit may be automatically refunded ten (10) days after termination/completion of this Agreement unless Owner determines there are damages/deductions to be made resulting from actions of the Guest. Said amounts shall be deducted from the Security Deposit and the remainder shall be refunded. In the event the amounts due exceed the Security Deposit, Guest is liable for said amounts. Any damages not reported to Owner by Guest at check in shall not be considered valid prior damages.

9. **ACCESS TO PROPERTY:** The Owner or his agent shall have access to the Property to inspect the property, make necessary repairs, alterations or improvements, supply necessary services and show the Property possible buyers, contractors, etc. Owner shall exercise this right of access in a reasonable manner.

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10. AGREEMENT AND GUEST DEFAULT: This Agreement is valid only when accepted by the Owner and may be terminated by the Owner upon the default of any payment, falsified information, or other obligation of the Guest as outlined in this Agreement. Any default by the Guest under the terms and conditions of this Agreement, shall result in the termination of this Agreement, and guest agrees to pay all reasonable costs, attorney fees and expenses made or incurred by Owner in enforcement of this Agreement, and Guest forfeits all deposits and payments made to Owner.

11. CANCELLATION: In the event the Guest wishes to cancel this Agreement, the Guest may do so 30 days or more prior to check-in date and receive a full refund of payments and deposits. If the Guest cancels less than 30 days prior to and 15 days or more before check-in date, Guest shall be refunded 50% of payments made & security deposit. If Guest cancels less than 15 days prior to check-in date, Guest shall not be refunded any portion of payments made or the security deposit. The cancellation request must be submitted in writing by the Guest; email is sufficient for this purpose. If the owner is able to re-rent the property for the reserved dates for the same rent amount, Guest shall receive a full refund minus the Security Deposit.

12. AMENITIES: The Owner does NOT furnish linens, which includes bed sheets and bath towels. Guests must put clean sheets on any bed used. There is one king mattress and two queen mattresses. Owner does provide basic appliances and furnishings. Appliances are not guaranteed however and repairs or replacements will be made as soon as reasonably possible. High-speed Internet service and Cable TV is provided as a convenience only and is not integral to the Agreement. No refund of rents for outages, content, lack of content, speed, access problems, lack of knowledge of use, or personal preferences with regard to Cable or Internet. Guest is entitled to full access to all amenities offered by Ocean Lakes Family Campground.

13. RENTABILITY: If the premises are destroyed by fire, other casualty or acts of God so as to be unfit for occupancy, either prior to or during the term of the Agreement, the Owner shall return an equitable, prorated share of any rents that may have been paid in advance. The Agreement shall not terminate as a result of off-site or on-site conditions beyond the control of the Owner or as a result of inoperable appliances at the property. There will be no refunds or rebates given for inoperable appliances or faulty equipment, unfavorable weather, early departure, interruption of utilities, construction in the area, nor maintenance problems. All renters are encouraged to purchase traveler insurance.

14. SUBLETTING: The Guest shall not sublet the Property without the written consent of the Owner.

15. UTILITIES: Unless set forth above, utilities are included in rental rate.

16. KEYS: Owner will provide an access code to the Guest. The code will be active for the entire term of the rental. Instructions regarding the access code will be provided to the Guest prior to the rental.

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17. HAZARDOUS MATERIALS, FIREARMS, AND ILLEGAL SUBSTANCES: The Guest shall not keep or have on the premises anything of a dangerous, flammable, or explosive nature that might unreasonably increase the danger of fire or explosion on the Property, or that might be considered hazardous materials (including propane) by any responsible insurance company. Fireworks of any kind are not permitted on the premises. Firearms and illegal substances are not permitted on the premises.

18. BEACH ITEMS: Beach items are provided in the Home for use by Guests. Guests use all items at their own risk. Guests assume all responsibility, and hold the Owners harmless from any and all claims and liability. All beach items should be rinsed and dried prior to storage.

19. GOLF CAR: A golf car is provided for use by Guests. Guests must be 21 years of age or older to operate the golf car, and must follow all rules for operation of the golf car in Ocean Lakes Family Campground. The golf car is not permitted to be driven or otherwise taken outside of Ocean Lakes Family Campground. Any and all fines assessed by Ocean Lakes Family Campground for improper use of the golf car by the Guests must be paid prior to departure, will forfeit the security deposit, and will result in the termination of this agreement. Ocean Lakes has a zero tolerance policy and will ticket you for any of the following:

- *Underage driving; including a child sitting on your lap, or allowing a child to sit beside you and drive
- *Driving without your license on you
- *Loud and/or vulgar music
- *Failure to stop at posted stop signs _____ Initials
- *Reckless driving

20. TRAVEL INSURANCE: We do not require travel insurance; however, we highly recommend all guests purchase Vacation Protection Insurance on all reservations.

21. CLEANING: There is not a daily housekeeping service. A one-time fee is charged to the guest and will provide cleaning services upon your departure. The following is not included in the departure cleaning and is required of the tenant/guest prior to departure:

- *All trash removed from the house and placed in the green garbage receptacle by the street
- *All dishes cleaned, dried, and put away in respective places
- *Food items removed from pantry, cabinets, and refrigerator
- *Bathroom left in clean condition
- *Floors swept and vacuumed

22. CAR PASS: Ocean Lakes requires each vehicle to have a pass to gain access through the security gates. These passes can be purchased upon arrival at the Ocean Lakes main entrance. You can also fill out the express check-in form which must be submitted to Ocean Lakes 14 days prior to arrival. Ocean Lakes charges a fee of \$12 per pass, per day. This fee is paid directly to Ocean Lakes.

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23. LEFT BEHIND ITEMS: Owner will not store property left behind by the guest. Personal property of the Guest left after the term of the Agreement will be considered trash and removed by cleaning crew to prepare the unit for incoming guests. Guest authorizes deduction from the Security Deposit for any expense with such removal. Every reasonable effort will be made to reunite Guest with valuable items found by another guest or cleaning crew but no guarantee is implied.

24. SEPTIC/SEWAGE: Do not flush feminine hygiene products, baby wipes or other wipes, paper towels, or other products besides toilet paper down the toilet into the septic/sewage system. Any sewage or plumbing issues caused by doing so will result in the forfeit of your Security Deposit.

25. MODIFICATION: The parties hereby agree that this document contains the entire Agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.

The parties agree to the terms of this Agreement, as evidenced by the signatures set forth below:

(Guest)

(Owner)

UPON SUBMITTING THE SIGNED AGREEMENT, SUBMIT THE SECURITY DEPOSIT WITHIN 48 HOURS TO SECURE YOUR RESERVATION.

OCCUPANCY LIST & AGES

Guest #1: _____ Age _____

Guest #2: _____ Age _____

Guest #3: _____ Age _____

Guest #4: _____ Age _____

Guest #5: _____ Age _____

Guest #6: _____ Age _____

Guest #7: _____ Age _____

Guest #8: _____ Age _____

Guest #9: _____ Age _____

Guest #10: _____ Age _____

Vehicle Passes Requested: