Ocean Lakes Family Campground

Site:

**Please read your vacation rental agreement carefully before you begin your vacation**

Any monies received by Be Our Guest Rentals for occupancy of vacation property indicated the acceptance of the terms of our vacation rental agreement in full. All policies are strictly enforced. It is the responsibility of all guests and members of their party to be familiar with all policies pertaining to rental.

Dear Customer,

Please read this Rental Agreement, sign the last page, and email a color copy of your Driver’s License or State Issued Photo ID to beourguestrentals21@gmail.com within 10 days of receiving this agreement. Failure to sign and return within 10 days will result in loss of rental and amount paid down.

Rental dates \_\_\_\_\_\_\_\_\_\_ check-in 4:00 p.m. EST

\_\_\_\_\_\_\_\_\_\_ check-out 10:00 a.m. EST

Site A9 Property Site B14 Property

1 bedroom King bed 1 bedroom King bed

2 bedroom King bed 2 bedroom King bed

3 bedroom King bed 3 bedroom King bed

4 bedroom Queen Bed 4 bedroom Queen bed

5 bedroom Queen bed//Queen bunk 5 bedroom King bed

**GUEST RENTAL AGREEMENT – Be Our Guest Rental Properties**

The Rental Agreement (hereinafter “Agreement”) is entered into this \_\_\_\_\_\_\_\_\_ by and between RTM Holdings, LLC, a South Carolina Limited Liability Company whose mailing address is 198 Plemmons Road, Duncan SC 29334, with telephone number 864-592-3966 and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(hereinafter “Customer”).

**The owner, operator or sponsor of this site or promotion is not affiliated with or sponsored by Ocean Lakes Family Campground, L.P., (the operator of Ocean Lakes Family Campground), Ocean Lakes Properties, The Jackson Companies or any of their subsidiaries.”**

DEFINITIONS

The words “you”, “guest”, and “yours” shall have the meaning as the word “customer”. The words “arrival” and “arrivals” shall have the same meaning as “check in” and the words “departure” and “departures” shall have the same meaning as “check out”. The words “we” and “us” and “our” shall mean the “company”. If the Customer is a company, corporation, partnership, organization, or any entity other than an individual, the individual who signs this agreement on behalf of the customer must personally guarantee the customer’s performance as more fully set out below.

LEASED PREMISES

Company hereby agrees to lease to customer and customer hereby agrees to lease from company, on their terms and conditions set forth below, the beach house known as the beach house, which is addressed of 6001 S Kings Highway, Myrtle Beach, SC 29575 Site \_\_\_\_\_ (hereinafter “Leased Premises”).

TERM OF AGREEMENT AND CHECK-IN\OUT TIMES

Company reserves the right to set minimum night stay requirements for certain times and minimum and\or maximum occupancy requirements for the leased premises. The agreement shall be legally binding upon the final execution of this agreement, but the Term of the Agreement shall begin upon Check-In and shall end upon Check-Out.

Check-In: \_\_\_\_\_\_\_\_\_\_ after 4:00 PM EST

Check-Out: \_\_\_\_\_\_\_\_\_\_\_ by 10:00 AM EST

Customer shall be entitled to possession of the leased premises for the Term of this Agreement so long as the Customer is not in default hereunder.

ARRIVAL/ DEPARTURE

Check-in begins at 4pm Eastern time. Check-out is promptly at 10 am Eastern time. **No early arrivals or late departures permitted**. If check-out time is not met, a half day of rent will be charged.

RESERVATION DEPOSIT – Booking Directly Only

A payment of 50% of the total charges is due at the time of booking. No guest holds on any reservation will be made without this reservation deposit. Should you make reservations 30 days or less from the date of arrival, 100% of all monies are due at the time of booking. Anything required to mail to us is due at our mailing address 814 W Long Bay Drive Inman, SC 29349.

PAYMENT

The balance of the reservation is due thirty (30) days prior to the arrival date. If you have booked directly, **the final payment is to be made with cash or check**. If booking is made within 14 days of arrival, only cleared funds are accepted. Failure to make full final payment by the due date will result in a cancellation of your stay and forfeiture of all payments made. For returned checks, these fees will be added on to your reservation.

CANCELLATION

All reservations are non-refundable at the time you make payment. **In the event you fail to sign your Rental Agreement and return a copy of your Driver’s License within 10 days of receiving this agreement, the company reserves the right to cancel your reservation and retain the amount of money you have paid as liquidated damages.** We will allow you to change the reservation within 90 days of your stay by allowing you to pay a $100 change fee and move the reservation within 90 days of your stay to the same days of the week subject to availability. Should the rates be higher when you make your change, you agree to pay the increase. The changes must be made before your original arrival date, and 100% of all monies are due once a change is made. Once a reservation is changed there are no further changes or refunds. Sometimes properties are sold or have unforeseen construction and repairs that must be made. In those events, the company shall have no liability to the customer except to refund in full for all charges.

RESPECTING THE PROPERTY & ITS GUIDELINES

Be Our Guest properties are owned by families like yours and are being graciously share with your family. Observe all rules and regulations governing the use of the property and neighborhood/campground you are occupying. These rules apply to both owners and guests, and failure to comply may result in fines, immediate eviction and forfeiture of payments made.

**I understand that this property is a family’s personal home and I will respect and care for it as if were my own.**

DAMAGE DEPOSIT

Guests are responsible for the property, its contents, and themselves during occupancy. If booking directly (Not VRBO/ABNB), Customer shall pay a damage deposit in the amount of $500. Your liability shall in no way be limited to the amount of the security deposit. The damage deposit is fully refundable within 14 days of departure, provided the following provisions are met:

- No damage is done to the property or its contents

- No contraband or pets during the stay

- All debris and garbage in the house, on the porch, and by the grill placed in the green garbage bin

- No bonfires or open flame on the rental property

- Dirty Dishes are placed in the dishwasher and cleaned

- Linens are not lost or damaged

- Late check-out does not occur

- All keys left on property on key rack

- The guest is not evicted by the Property Manager or the local law enforcement

- Rental is left in a neat and orderly condition and is not excessively dirty requiring additional cleaning/housekeeping staff

- No violations of rental, county, or association policies

- Maximum occupancy is not exceeded

- No stolen or missing items

- All charges accrued during the stay are paid prior to departure

**OCCURANCE RESULTS IN**

Returned check or ach bank draft $50

Checking out <1 hour late $100

Checking out >1 hour late 50% of nightly rent

Unauthorized pet $500 + cleaning + eviction if pet not

removed

Smoking Inside $500+odor treatment + eviction possible

Property not left “broom clean” 50% additional cleaning rate

Dishes left unwashed $75

Garbage left inside the property $75

Tampering with TV/audio/networking cables $100 per device

Damaged, misused or stolen bath linens $50

Damaged, misused or stolen bedding $100 per item

Neighborhood/campground violation $1000 minimum fine

Damaged Furniture/appliances $100 minimum fine

PERSONAL GUARANTY

The person signing this agreement, not withstanding that he or she may be executing this Agreement as an agent of another entity, guaranties the prompt payment when due, or whenever payment may become due under the terms of this agreement, of all payments of rent, and all other charges, expenses, and costs of every kind and nature, which are or may be due not or in the future under the terms and conditions of the agreements required to performed, satisfied, or observed by the customer. The liability of the guarantor is direct, immediate, absolute, continuing, unconditional, and unlimited. This guarantee is binding upon the guarantor and his or her legal representative. No assignment or delegation by the guarantor shall release the guarantor of his or her obligations under this agreement.

REMEDIES UPON CUSTOMER’S DEFAULT

Should a customer fail to pay rent or any other fees or charges as required, or should customer in any other way breach this Agreement, or should Customer violate any of the Company’s policies as stated in this Agreement, or should Customer violate any laws or ordinances governing the use of the Leased Premises, or the Ocean Lakes Campground Rules and Regulations, this shall, at the option of the Company without the necessity of notice or demand, operate to terminate the Agreement and give the Company the immediate right to re-entry. Further, upon this Agreement being terminated, by expiration of time or for other cause, Customer agrees to immediately vacate the Leased Premises and peaceably surrender possession of the same to Company in as good a condition as the commencement of the lease term, normal wear and tear excepted. Upon Customer’s default, Company may pursue all remedies against Customer available under this Agreement, at law or in equity.

DISPUTES

The terms of this Agreement shall be interpreted and enforced in accordance with the laws of the State of South Carolina and the proper venue for any civil action brought to interpret or enforce this Agreement or to determine the rights and obligations of the parties hereunder shall be the courts of competent jurisdiction of Horry County, South Carolina. In case suit shall be brought for eviction, for any unlawful detainer of the Leased Premises, for the recovery of any rent or other charges due under this Agreement, for reimbursement of losses due to theft, vandalism, or otherwise, or breach by the Customer shall pay to the Company a reasonable attorney’s fee. The Customer also agrees to pay costs of court in any such action.

FALSIFIED RESERVATIONS AND TRANSFERS

Should a tenant misrepresent him/herself, or the registered or unregistered guests of the tenant; then the tenant, in its entirety (all occupants) will be required to vacate premises immediately, without refund or monies paid. All persons will be escorted off the property and out of Ocean Lakes Community by Ocean Lakes Security. The Customer shall not assign this Agreement or sublet the property in whole or in part.

AGE REQUIREMENTS

The Leased Premises shall not be rented, possessed, or used by vacationing students or any person under 25 years of age unless accompanied by an adult or parent during the entire stay. No unchaperoned groups shall be permitted. Upon Customer’s default, Company may evict with all monies being non-refundable.

OCEAN LAKES POLICY VIOLATIONS

Any Policy Violations, eviction from Ocean lakes, or arrest made while at Ocean Lakes will result in a $1000 fine to the customer in addition to any fine charged and collected by Ocean Lakes Campground. If legal action must be taken to collect the fine from the guest, the guest will then be held responsible for any and all costs associated with the collection. Ocean Lakes does not tolerate house parties, underage golf car driving, drunkenness, loud and vulgar language and/or music, theft of property, and disrespect of other guests. You can review Ocean Lakes Campground policies at oceanlakes.com.

WEATHER

The company will not give refunds or credits for bad weather. If Horry County is under an evacuation order due to a hurricane, a refund will be approved for days lost due to evacuation. However, the cleaning fee will not be refunded. (State of Emergency is NOT considered evacuation).

MULTIPLE PARTIES SHARING PROPERTY

You may be vacationing with other couples or other persons such as family members or friends. We will hold the customer responsible for payment and other terms and conditions of this agreement. You are responsible for all damages or losses caused by your guests or other members of your party. We will only accept payment from the customer. If you are splitting property, please work out the splitting of costs internally, as we will not split the costs among your party. We will send confirmations, key codes, and directions to only the customer.

**This house is only available to rent to families only. House party groups, senior week groups, graduation party groups, or other similar groups are NOT PERMITTED-CHAPERONED OR UNCHAPERONED.**

MAXIMUM OCCUPANCY

Accommodations are STRICTLY LIMITED to 10 guests. Overcrowding will not be permitted. Exceptions will be made for infants in portable crib.

PARKING

B14 Unit- Parking is limited to approximately 4 small or mid-sized vehicles underneath the house, less for full-sized or larger vehicles.

A9 Unit- Parking is limited to 3 small or mid-sized vehicles underneath the house, less for full sized or larger vehicles. Absolutely no parking on wooded area where swings are located.

No RV’s, campers, boats, motorcycles, etc. allowed. Parking on the road is not permitted. Every vehicle is required to have a pass issued by Ocean Lakes. Other parking is available in the Ocean Lakes overflow lot. Passes are not included in rental fees. All monies for passes paid to Ocean Lakes Family Campground. Rates subject to change via Ocean Lakes Family Campground.

CAR PASS AND LOCATION

Ocean Lakes Campground is located at 6001 South Kings Highway Myrtle Beach, SC 29575. Ocean Lakes passes can be purchased upon arrival through the main office at the main entrance of Ocean Lakes or by using the Express Check-In Form. These forms must be submitted to Ocean Lakes at a minimum of 14 days prior to your arrival date. The fee is collected by and paid directly to Ocean Lakes. It is not included in any rental rate or fee.

GOLF CART

Golf carts are a recommended mode of transportation in and around the Ocean Lakes gated community. You may rent a golf cart from Ocean Lakes golf cart rentals or bring your own with the purchase of a golf cart pass from Ocean Lakes. Ocean Lakes has very strict rules and fines for the use of golf carts on the Ocean Lakes Property. **You must have a valid driver’s license and have it in your possession while driving a golf cart in Ocean Lakes. Absolutely no vulgar music or alcohol permitted on the golf cart.** If you were to get a fine, please notify us immediately and pay the fine to Ocean Lakes.

PROPERTY DESCRIPTIONS

Every effort has been made to assure the descriptions contained within the website are accurate. However, the company will not be held responsible for changes made to the properties in furnishings or equipment or the general condition of the property.

TILITIES AND BREAKDOWN OF EQUIPMENT

The company maintains the properties well, but the properties experience a wide variety of unexpected breakdowns. From time to time the properties have trouble with utilities, and other issues. The company will make every effort to get the utility companies and others to respond quickly.

ITEMS BEYOND COMPANY CONTROL

The company shall not be liable for events beyond its control which may interfere with you stay, including but not limited to, act of God, acts of governmental agencies, fire, strikes, war, wild animals, pests, road conditions, construction, or inclement weather, with exception of mandatory hurricane evacuation. There shall be no refund or credit given should any of these events occur during your stay. If you are evacuated due to a hurricane, a full refund will be given for unused days.

**PET POLICY**

**Customers are NOT ALLOWED to have a dog, cat, or any animals on or about the premises. If you violate these rules regarding animals, you will be evicted immediately, and your monies forfeited as liquidated damages and we reserve the right to take any other actions at law or equity.**

ITEMS NOT FURNISHED BY COMPANY

The company does not furnish the following: paper towels, toilet paper, laundry detergent, shampoo, flashlight, salt, pepper, sugar, and other condiments, coffee filters, plastic wrap, foil, spices, baby cribs, highchairs.

ITEMS FURNISHED BY COMPANY

The company shall furnish starter roll of paper towels and toilet paper, Laundry detergent, hair dryer, cooking utensils, dishes, pots/pans, Keurig coffee pot, beach towels, iron, ironing board, crock pot and more. Beach chairs and sand toys are located under the decking steps in the shower room.

ARRIVALS

Permitted arrival time shall be after 4:00 PM EST. The company makes every effort to ensure all properties are clean and ready for occupancy after 4:00 PM EST. In unusual circumstances the permitted arrival may be delayed for reasons beyond the company’s control.

PESTS AND ENVIRONMENT

To ensure the best guest experience, the company performs pest control maintenance on property. Because of the location of the property, the company cannot guarantee that they will be pest free. The company does not offer refunds, discounts, or credits, for pests including lady bugs or palmetto bugs. Unfortunately, they are part of the environment and the company is unable to prevent them from visiting the property.

SMOKING

This property is NON-SMOKING and at no time is allowed on the premises.

CARE OF PROPERTY- CUSTOMER LIABILITY AND INDEMNIFICATION

You understand and agree that you are responsible for the condition of the leased premises during the term of this agreement. You agree that the leased premises will be surrendered in the same condition as it was in upon your check-in, or you agree to be personally and corporately responsible for any damage. You agree not to place any diapers, sanitary napkins, or other foreign objects in the plumbing system. You hereby agree to indemnify and hold harmless the Company, its officers, contractors, agents, employees, members, affiliates, subsidiaries, owners, and principals for any injuries, deaths, damages, problems, costs, expenses, attorney fees, issues, or disputes that may occur as a result of making the reservation or arising out of you or your guest’s use of the Leased Premises. You further agree to indemnify, release, and hold harmless the company, its officers, contractors, agents, employees, members, affiliates, subsidiaries, owners, and principals for any injuries, deaths, damages, problems, costs, expenses, attorney fees, issues, or disputes arising, directly or indirectly, from any use of, or activities or conditions on or about, the Leased Premises, including but not limited to wild animals, pests, swimming pools, or anything else for which the company does not specifically assume responsibility in the Agreement. These indemnification provisions shall survive the expiration or early termination of this agreement and shall become effective earlier to occur of: (1) making first payment or deposit, (2) signing reservation agreement, (3) arrival, (4) departure, (5) execution of this agreement, or (6) making any payment, including but not limited to, final payment.

EXCULPATION

Customer agrees that in the event the Company breaches this agreement, the Company’s liability, at law or in equity, shall not exceed the Company’s interest in the leased premises, and customer profit and issues therefrom or insurance related thereto for the satisfaction of any claim, judgement, or decree requiring the payment of money by Company due to any breach hereunder, and no other property or assets of Company shall be subject to levy, execution, or other enforcement procedure for the satisfaction of any such claim, judgement, or decree. Customer further agrees to waive any claim against Company for punitive, consequential, or special damages.

HOUSEKEEPING

The properties are cleaned after each guest. Customers are required to pay a cleaning fee when a reservation is made. No mid-stay cleaning is provided. Customers must clean sand and dirt from their feet before entering the premises. And all floors need to be kept clean from sand and dirt as it can damage floors. No sitting on furniture with wet bathing suits or clothing.

CONSTRUCTION

The area is growing, and new construction is constantly occurring. No refunds shall be given for any noise or inconvenience caused by, or because of, any construction taking place near the leased premises.

DEPARTURES

Departure time is no later than 10:00 a.m., with NO exceptions. Please text us at 828-817-4954 and notify us that you have completed your departure. In the event you do not complete departure by 10:00 a.m., you agree to pay an additional $100 charge for <1 hour late, then 50% of nightly rate > 1 hour after. Before you leave, ensure that you have read and followed all instructions posted at the Leased Premise relating to departure, as well as do the following:

1. **Checkout Time:**

Please vacate the property by 10:00 am. If you anticipate any early departure, kindly inform us in

advance with a text message to 864-494-2087.

1. **Linens:**

* Place towels. washcloths, bathmats, bed sheets and fitted sheets in the “dirty linen bag”. Then set this bag outside the door on the porch. (DO NOT REMOVE MATTRESS PROTECTORS). Please ensure these are the ONLY items placed in the bags.
* Leave blankets, comforters, and pillows on the beds.
* Beach Towels belong to this unit. Please wash, dry, and fold before departure. Beach towels belong in the laundry basket on top of the dryer.

1. **Trash:**

* Dispose of all trash and recyclables in the bins located on the bottom level.

1. **Kitchen:**

* Empty the refrigerator, freezer and cabinets of all personal items. Please do not leave food.
* Load and start the dishwasher with any used dishes.

1. **Lights and Appliances:**

* Turn off all lights, fans, and appliances.
* Burn and clean excess food off grill grates. \*\*Don’t forget to turn off the grill when finished\*\*

1. **Windows and Doors**:

Ensure all windows and doors are closed and locked.

1. **Beach Equipment**:

Please rinse sand from beach chairs and toys used and replace them in the appropriate location.

1. **Final Walkthrough:**

Before leaving, check all rooms to ensure you have all personal belongings. We are not responsible

for any items left behind.

LOST AND FOUND

The Company is not responsible for any items left behind in the Leased Premise.

THE KEY

An entry code will be sent the day before arrival to your phone which you may use to enter property throughout the week. We also have a key on the pole across from the side entry door which has a Master Lock. You can use this for emergency entry but keys must be replaced to their original location upon departure. Please contact me for access if you need to use the key.

MAINTENANCE ISSUES

Please report maintenance issues to the Company and we will call and send someone out for maintenance. Unfortunately, appliances, HVAC, refrigerators, televisions, utility, and other items malfunction sometimes. The Company cannot guarantee that such items will perform properly 100% of the time. No refunds or credits will be given for malfunctioning equipment or utility problems.

PROHIBITED ACTIVITIES

1. Storing and using fireworks on the premises

2. Playing loud music

3. House parties

4. Smoking inside the property

5. Using candles or open flames

6. No open containers are permitted off property site. This is heavily enforced by Ocean Lakes Security.

CONDITION OF PROPERTY AT ARRIVAL

If you find any items to be missing, in bad repair, or dirty, please call the Company immediately to inform them of these things upon arrival.

ACKNOWLEDGEMENT OF COMPANY’S POLICIES

By signing this agreement, Customer acknowledges that he or she has read and understands the Company’s policies as stated on the Company’s listing and in this agreement, and customer agrees to abide by company’s policies. Customer agrees that to the extent the Company’s policies are stated on its listing, but not specifically mentioned in this agreement, the policies are nonetheless incorporated into this agreement and made a part hereof.

MISCELLANEOUS

This agreement is binding upon and shall insure to the benefit of the parties hereto and their respective heirs and personal representatives. The failure of the Company on any occasion to insist upon the strict performance by customer of any of the terms, covenants, agreement, or condition, but rather the same shall continue in full force and effect. There are no agreements between the parties relative to the subject premises, except as set out in this agreement. No amendment of this agreement shall be effective unless in writing, signed by both parties. In case any one or more of the provisions contained herein. Customer’s covenants, promises, agreements, liabilities, and indemnification obligations shall survive the expiration or early termination of this agreement. Both parties acknowledge that they have had the opportunity to seek the advice of counsel of their own choosing before executing this agreement, that each party enters this agreement knowingly and voluntarily, and that in the event of a dispute between parties hereto, this agreement shall not be construed against the drafter.

FINES

Any fines issued through Ocean Lakes must be paid within 30 minutes of issue time. Failure to pay will result in loss of security deposit of $500.

SIGNED AND SEALED by the parties hereto, on the date first above written:

RTM Holdings, LLC

South Carolina Limited Liability Company

By: Pam Mathis Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Pamela H Mathis

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Customer

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Rebecca Mathis, Managing Partner