# RENTAL AGREEMENT FOR SHORT-TERM RENTAL OF 1166 OCEAN LAKES

### STATE OF SOUTH CAROLINA – OWNER IS S.C. LICENSED REAL ESTATE AGENT

Jane B Krueger, P O Box 717, Pelzer, SC janebkrueger@yahoo.com 864-350-7128

AGREEMENT made this, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date) between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (renter names) as Guests(s) & Jane B. Krueger, as Owner.

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| **Arrival Date/Time:** | **4:00 p.m. \_\_\_\_\_\_\_\_\_\_\_\_\_** | **Departure Date/Time:** | **10:00 a.m. \_\_\_\_\_\_\_\_\_\_\_\_** |
| **Quoted Rent includes taxes** | **$\_\_\_\_\_\_\_\_ + 12% tax = \_\_\_\_\_\_\_\_** | **Cleaning and Damage Deposit****Receipts to date:** | **$450 due upon booking****$** |
| **Receipts To Date:** | **$\_\_\_\_\_\_\_\_** | **Balance Due: $\_\_\_\_\_\_\_\_\_** | **Due on or before \_\_\_\_\_\_\_\_\_\_\_** |

**Deposit & Rent:** Once the final balance has been received, and your arrival is imminent, owner will call ahead to Ocean Lakes to grant permission that enables entrance to this gated community. **Key access instructions will be given in an email right before you arrive. At that time you will also be given the name and password to the wireless connection for the house.**

**FRAUD PREVENTION: TO RENT OUR HOME, YOU MUST SEND A TEXTED or SCANNED COPY OF YOUR PHOTO ID You can take a photo of your driver’s license and send it in Messenger or text to 864-350-7128 Person(s) renting and person paying must be the same and must match address on driver’s license and credit card address must match.**

**Guest Registration:** Guests must register their car(s) and get a parking pass to enter the property. Since this is a gated community, you will have to provide your information to Ocean Lakes. Ocean Lakes charges $12 per day for parking and we are not a part of collecting this. It is only $10 per day if you do it by mail two weeks in advance. **Visitors and guests must abide by visitor/guest registration procedures and all other rules and regulations of Ocean Lakes.**

**Location:**  Ocean Lakes’ physical address is 6001 S. Kings Highway, Unit 1166, Myrtle Beach, SC 29575. Do not mail anything to this address. **Correspondence address is: Jane Krueger, P. O. Box 717, Pelzer, SC 29669**

**Rules:** Guests **agrees to abide by all rules provided by the owner and to abide by any rules and regulations of Ocean Lakes.** **Upon check-in at the main entrance to Ocean Lakes, please pick up a copy of rules written by Ocean Lakes.** If you [or any member of your party] are cited for breaking Ocean Lakes’ rules, owners will be charged $500-1500 in fines for allowing rule breakers into the property. **By signing this contract, guests are agreeing to not only abide by these rules but to reimburse us for any fines charged us by Ocean Lakes due to your breaking the rules. Any deposit will be forfeited immediately if you break any rules. We are not a part of Ocean Lakes Family Campground except that we lease the property our house is built on from them.**

**House Rule: This is a “shoes free” house so that the carpets can be kept clean for all guests.** By reserving this house, **you are agreeing that you and all your party will remove their shoes before going inside the house and will be sure feet are clean (there is an outside shower and a garden hose in the parking area under the house) before entering the house. There is no time to have carpets shampooed between guests.**

**Animals:** **No animals are permitted on the premises. Our neighbors will report to us immediately and you will be asked to leave and no refunds will be granted.** We advertise this as an **animal-free home to reassure people who have pet allergies**. Any animal present could disrupt the health of guests coming later that cannot tolerate these allergens. Owner cannot tolerate allergens.

**Tobacco and Vaping Products: No Smoking or vaping inside the house.** There are sand pots on all decks and in the parking area for smokers. **Renter agrees to not put any paper from cigarette wrappers in sand pots – it can smolder and start a fire later on. Renter agrees they WILL NOT PUT SAND POTS UP AGAINST THE VINYL SIDING WALL OF HOME and will remove all butts from sand-pots before departure and put in outside garbage can once cooled. Smokeless tobacco to be used outside only (without spitting) because it leaves stains.**

**Furnishings:** Guests **understands that unit is furnished** but each guest must bring his/her own linens, sheets, towels, paper goods (paper towels, toilet paper, trash bags) as well as soap, shampoo, salt/pepper, condiments, and laundry detergent. There is usually plenty of coffee, coffee filters, salt, pepper, and other spices in the cabinet. **You are free to use anything in the cabinets, but do not unlock any locked areas in the house** where owner’s maintenance and personal items are stored.

**Some ways you can lose your deposit.** If you move furniture and do not put it back, you will forfeit your security deposit. The housekeeper cannot move furniture without hiring more help. **Deck chairs are not to be taken downstairs under the house or to the beach.** If you rent movies, pay-per-view, and games on our expanded cable account, **this will be considered theft**. You are agreeing to not rent anything from the cable company nor will you allow any guest accompanying you to do this on our cable account. If you or anyone with you downloads copyrighted material (music/movies/games, etc.) you agree you will indemnify the owner of the internet connection and agree you will be responsible for all charges, fines and attorney fees related to this theft of copyrighted material. The internet connection is a courtesy, so if it is not working, we cannot replace it, fix it or adjust rent. We believe you should call Spectrum Cable in Surfside and report the problem since the cable and internet are from Spectrum. You may find out they are working on it.

**The golf cart, if included, is a courtesy and all rules regarding must be followed. If it breaks down, it may or may not be able to be repaired during your stay. You must sign an additional contractual agreement regarding golf cart useage.**

**Alcoholic Beverages:** No **public display** of alcoholic beverages is permitted. Consumption of alcoholic beverages by persons of legal age is allowed on the rented site, providing that all such persons act in a mature and responsible manner. **Primary** Guests **with guests under age 21 agree to not allow under-age 21 persons to consume alcohol on the premises.** Parents of renters under age 21 will be required to be occupying the premises along with their children. SC drinking age is 21, not 18 years of age.

**Peace and Quiet:** Guests and those accompanying them are expected to behave in a manner so as not to disturb or annoy their neighbors. Radios, televisions, and other sources of noise must be kept within the bounds of moderation at all times. NEIGHBORS DO NOT WANT TO HEAR YOUR MUSIC. **Quiet hours are between 11:00 p.m. and 7:00 a.m. THERE WILL BE NO GOLF CART TRAFFIC AFTER 11:00 P.M.**

**Beach Restrictions:** Glass containers, alcoholic beverages, fireworks, dogs, and campfires are not permitted on the beach. Umbrellas are allowed on the beach, but not any type of tents.

**Leaving:** Owner has no control over the weather and does not make refunds due to storms unless there is a **mandatory evacuation** ordered. Most storms blow over in a day or so and the sun will be right back out. **Check-out time is 10:00 a.m. If you check-out late, you forfeit your entire deposit.** The house-cleaning crew needs plenty of time to get the house ready for the new afternoon guests.

**Improper Conduct:** Ocean Lakes security personnel reserves the right to require any renter to leave the premises if it is determined that the renter is creating a nuisance, engaging in improper conduct or violating any rule or regulation of Ocean Lakes or breaking any laws. **Rules broken that cause Ocean Lakes’ security to oust guests from the premises will result in all rents and deposits being forfeited to the owner. In addition, you agree to reimburse Jane Krueger for any fines charged them by Ocean Lakes for your breaking the rules, a minimum of $500 up to $1500. You may also be assessed other fines by Ocean Lakes directly.**

**Prohibited Items:** No illegal drugs, no firearms, no explosives, gas-powered pellet guns or BB guns may be carried or fired on the Ocean Lakes premises at any time. **NO FIREWORKS of any kind are permitted on the property or on the beach even if you see others doing it.** Violation of this rule may cause people to be sent home early by Ocean Lakes Security personnel and you may be fined several hundred dollars. In addition, you are agreeing to reimburse the owners for any fines she is charged for renting her property to you. **CANDLES ARE NOT PERMITTED IN THE HOUSE BECAUSE THEY ARE A FIRE HAZARD**. Violation of any of these rules will cause automatic forfeit of deposit and you agree you will accept liability for any damage to the property.

**Cancellation:** **WHEN YOU BOOK, PLEASE CHECK THAT YOU WANT THIS INSURANCE.** If reservation is canceled at least 60 days prior to your arrival date, we will refund and retain 15% of the Gross Rental Fee plus a $75.00 Administration Fee. **If reservations are cancelled less than 30 days prior to the arrival date, refuse the rental property or do not show up, owner will retain the entire amount paid. This is a short rental season so cancellation is a serious threat to the owner’s business. It is recommended and advised that you purchase trip insurance in case you have to cancel for any reason. Travel Insurance is a protection plan that protects our guests against any unexpected occurrences such as last-minute trip cancellation, loss of employment, medical problems or weather interruptions. Instead of having to issue refunds or forcing guests to lose payments, OwnerRez insurance provider steps in to pay. We offer information about insurance to our guests and expect you to consider investing in insurance to cover cost of your vacation. Please do not ask us to refund your money when something happens that is beyond your control or ours. Hurricane season is June-November so trip insurance is necessary during those months.**

**Unauthorized Refunds:**This property does not honor, recognize, or abide by any refund that overrides our Cancellation Policy, Refund Policy, Vacation Protection Policy, or any other Clause or Policy in this agreement. Only we can authorize and initiate a refund. If a listing service, or credit card provider, or any other source, refunds money from our account for any reason, including for extenuating circumstances, you remain responsible to pay in full. In that case, immediately submit full payment directly to us, within 20 days of the refund. You are liable for all court costs, credit card fees, arbitration costs, and attorney fees, if it is necessary to enforce payment or collection of this contract through the courts. False chargebacks will incur treble damages.

**Liability:** Guests are expected to behave prudently and not create any situations whereby anyone is injured on the premises and agree to hold the Owner harmless without liability for any injury caused by the careless behavior of any Guest or those accompanying them. Owner will not be liable for children who are not being supervised properly on the premises. All Guests are prohibited from running on the decks and stairs, climbing, leaning or sitting on deck railings or stair railings. The gate at top of deck stairway is provided to insure safety and is to be secured at all times if children are present. Guest will immediately report to the owner any safety hazards that need attention.

**Prohibited items: “heelies” and skate boards are not permitted to be used at the house due to damage and liability issues.**

**PRINT NAMES, PHONE NUMBERS AND MAILING ADDRESSES BELOW OF ALL OCCUPANTS THAT WILL BE IN THE UNIT:**

We, the undersigned, have read all the pages of this contract and agree to abide by all of these rules during our stay at Ocean Lakes. **We attest that Guests are at least 25 YEARS OF AGE and will supervise the activities of our children and younger guests so that all owner’s rules and Ocean Lakes’ rules are followed.**

**We further agree to pay the agreed amounts on the dates specified on page 1 and call the housekeeper to let her know when we are leaving.** The housekeeper will do any cleaning needed after your departure and check the house for damages. She will charge depending on the amount of cleaning she has to do.  You are still required to take out trash, remove leftovers from refrigerator, and clean the grill, etc.   Any balance from your deposit will be returned to you after we hear from her and within two weeks of departure.

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| --- | --- | --- | --- | --- |
| **Signature of Renter** | **Date Signed** |  | **Signature of Landlord** |  |
|  |  |  |  |  |
|  |  |  | JANE B. KRUEGER 864-350-7128OWNER IS SC LICENSED REAL ESTATE AGENT |
|  |  |  |  |  |

Please keep a copy of this contract for your records and return the original back to us immediately.

The final payment of your rent must be received at least 60 days prior to your arrival.