

Guest License AGREEMENT McIntyre Beach House Ocean Lakes House 6001 South Kings Highway, Site L20 Myrtle Beach, SC 29575

ADDRESS: 6001 South Kings Highway, House L20, Myrtle Beach, SC

CHECK-IN TIME: 4:00 PM EST

CHECK-OUT TIME: 10:00 AM EST

NO Early Check-In or Late Check-Out Available

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

This Grant of License and Agreement to terms and conditions contained herein is made and entered into by Michael McIntyre, Authorized representative acting solely as the property owner, and the guest named herein below, who is referred to throughout this license and agreement as "GUEST"

Grant of License

This Grant of License is for the use and occupancy of the property described herein below, and no other property, only for the specific dates and times set forth below. This is a license agreement for access and occupancy, subject to the terms and conditions stated herein. THIS IS NOT A LEASE. Guest shall have no rights as a tenant under the South Carolina landlord Tenant Act. Occupancy of the premises before or after the specific dates and times authorized herein or otherwise in violation of the terms and conditions of this license agreement shall constitute trespass and shall subject the guest and all other occupants to immediate removal from the premises.

SMOKING POLICY: This is a NON-SMOKING and NON-VAPING unit. Smoking is NOT ALLOWED Inside the Unit. Smoking is ALLOWED on the Exterior of the Unit.

PET POLICY: Pets are NOT PERMITTED inside or outside of the rental unit under any conditions.

GRILLING POLICY: Outside grilling is permitted on the concrete pad please pull grill to white line. Grill is provided, but amount of propane is not guaranteed.

REFUNDABLE DAMAGE DEPOSIT: A damage deposit of \$500.00 is required. This deposit is collected at time of booking. The deposit is NOT applied toward rent and is fully refundable minus any associated credit card or PayPal fees within thirty (30) days of departure, provided the following provisions are met.

- No damage is done to the house or its contents, beyond normal wear and tear.
- No charges are incurred due to contraband, pets, or collection of services rendered during the stay.
- Trash is placed in the Green Roll-Out Garbage Receptacle and pushed near the street.
- Dirty dishes are clean and put away in cabinets.
- All charges/fines accrued through Ocean Lakes during the stay are paid prior to departure.
- No household items are lost or damaged.
- No early check-in or late check-out.**
- You or anyone in your party is not evicted by the homeowner, representative of the homeowner, law enforcement, or Ocean Lake's Security.
- All Ocean Lakes Policies and Homeowner Policies and Agreements are respected and followed.
- No fines are incurred for golf cart violations

PAYMENT: An advance payment equal to fifty (50) percent of the rental rate is required within 10 days of signed contracts. \$500 Security is due at Initial reservation. The 1st of 50% payment will be applied toward the rental rate and fees. The advance payment is not a damage deposit. The BALANCE OF RENT

is due at least Forty (45) days prior to your arrival date. There will be a ten (10) percent late fee assessed on all late payments. Late fee must accompany the rental payment. If the rental payment/late fee payment is not received within five (5) days of the payment due date, your reservation will be canceled, without notification. No refunds will be made. There will be \$45.00 charge for all returned checks. Personal or e-check services will not be offered for reservations made less than forty-five (45) days prior to your stay.

Guest License AGREEMENT

McIntyre Beach House, Ocean Lakes House L20
6001 South Kings Highway, Myrtle Beach, SC 29575

Our preferred method of payment is by Check, Cashier's check, Venmo or Zelle. A personal check or Cashier's can be mailed to us. We do accept credit cards. However, you will be charged an additional 3.0% fee on any credit card or PayPal payment that has associated fees. This fee will be deducted from your damage deposit prior to us returning it to you.

Checks are to be made payable and mailed directly to Michael and Denise McIntyre, 908 Woodhust Dr, Monroe, NC 28110. DO NOT MAIL CHECKS TO THE OCEAN LAKES RENTAL ADDRESS. CANCELLATIONS/CHARGES/TRANSFERS:

Reservations are non-transferable. Requesting to change/transfer a reservation to another home, or date, is a cancellation to the current reservation. **No refund on cancellations, regardless of reason** (including inclement weather, employment, family, illness, death, economic factors, etc.) Refusal of rental property, no shows, or changes that result in a shortened stay do not warrant any refund of rent. The guest shall not assign this agreement or sublet the property in whole or in part.

TRAVEL INSURANCE: We highly recommend all guests purchase Vacation Protection Insurance on all reservations. We do not require travel insurance and only mention it as a reference for researching your protection options. We are not liable for any claims, disputes, policies, refund, restrictions, etc. All questions, claims, etc. are to be handled directly by the tenant and the insurer of your choosing.

MINIMUM STAY: This property requires a one-week, Saturday-to-Saturday, minimum stay during the peak rental season (June–August). If a Guest is unable to stay the full week or if the rental is taken for less than a one-week stay, the guest will be charged the full Saturday-to-Saturday rate.

MAXIMUM OCCUPANCY: Accommodations are STRICTLY LIMITED to (10) guests.

Overcrowding will not be permitted. Exceptions will be made for infants occupying a portable crib. **A completed Occupancy List will be required for all reservations.**

NO GROUPS: This house will be made available for rent to FAMILIES ONLY. House Party Groups, Senior Week Groups, Graduation Party Groups, or other Similar Groups are NOT PERMITTED-CHAPERONED OR UNCHAPERONED.

FALSIFIED RESERVATIONS: Should a Guest misrepresent him/herself, or the registered or unregistered guests of the Licensed Guest; then the Licensed Guest, in its entirety (all occupants) will be required to vacate the premises immediately, without refund of monies paid.

NO DAILY HOUSEKEEPING SERVICE: Daily maid service is not included in the rental rate. A one-time fee will be charged to the guest in the amount of \$200.00 and will provide cleaning services upon your departure. The following items are not included in the departure cleaning and must be completed by the tenant prior to departure. All trash removed from the house and placed in the exterior Green Roll-Out Garbage Receptacles.

- Dirty dishes must be cleaned and put in cabinets.
- All food items must be removed from cabinets and refrigerator.
- Bathrooms left in a clean condition.
- Floors swept or vacuumed

Guest License AGREEMENT McIntyre Beach House, Ocean Lakes House L20 6001
South Kings Highway, Myrtle Beach, SC 29575

Guests will be charged additional fees for the home not being prepared for departure, excessive cleaning, and/or late departure. A cleaning service will make every effort to ensure the home is cleaned appropriately prior to your arrival. If, however, you feel our home has not been properly cleaned and prepared for you, contact the Mike McIntyre 954-263-4447 immediately and appropriate action will be taken to resolve the circumstances. We do NOT make rental rate adjustments, cleaning fee adjustments, or cleaning fee refunds due to notifications of an unsatisfactory cleaning.

The cleaning company assesses a \$50.00 fee for each half hour that the tenant remains in the rental unit past the departure time of 10:00am EST. This fee will be charged to the tenant and removed from the deposit.

TRASH COLLECTION: Trash is collected from the Green Roll-Out Container on Monday and Thursday around 8:00AM. Please secure your trash into plastic garbage bags, place them into the Green Roll-Out Container and push the container near the street at the bottom of the street. Recycling must be taken to any of the several and easily accessible “iCare” locations in the community.

TO BE SUPPLIED BY THE Guest (Yes, that’s you!):

BEDDING: Our home has a total of five (5) beds. We have One (2) queen size bed, One (1) Full bunk bed over full bed and One (1) Queen Sofa pull out coach. **SHEETS:** We will provide rental linen service fitted sheets, top sheets, and pillow cases for each bed. All mattresses are covered with a fully enclosed zippered encasement that is not removed. Sheets should be placed over the encasement.

TOWELS: The linen rental service will provide bath towels and hand towels. You will have to bring your own beach/pool towels for use

PAPER/PLASTIC PRODUCTS: Napkins, paper towels, paper/plastic plates, paper/plastic cups, foil or plastic wrap, etc. are convenient items to have and are not provided.

ADDITIONAL PRODUCTS REMINDER: Some things you may want to bring include salt, pepper, seasoning, sugar, coffee/tea (Keurig K-Cups), laundry detergent, dishwashing detergent, toiletries and toilet paper. Beach Chairs and sand toys – you may bring your own or use what we have but we make no guarantees of the availability or condition of such items.

PARKING: Our home is built ground level. There is parking for approximate three (3) small or mid-size cars, less for full or larger size vehicles. Every Car is required to have a Car Pass issued by Ocean Lakes. Other parking is also available in the Ocean Lakes Community. There is no on-street parking permitted.

Guest License AGREEMENT McIntyre Beach House, Ocean Lakes House L20 6001
South Kings Highway, Myrtle Beach, SC 29575

CAR PASS: Ocean Lakes requires a car pass for each car passing through the security gate. These passes can be purchased upon arrival through the main office at the Ocean Lakes Main Entrance or by using the Express Check-In Form. This Form must be submitted to Ocean Lakes a minimum of fourteen (14) days prior to your arrival date. The fee for the Car Pass is \$10.00 per car, per day. This fee is collected by and paid directly to Ocean Lakes and is not included in any rental rate or fee. If you don't pay for the pass in advance. The cost will be \$12 at time of check-in. When final rental payment for the vacation home has been received, an Express Check-In Form will be mailed to the person responsible for the rental agreement so that Car Passes may be purchased prior to your arrival and you may enter Ocean Lakes without stopping at the Main Entrance and proceed directly to the home. Reservations completed less than forty-five (45) days prior to the arrival date, will not receive an Express Check-In Form, rather will be required to complete their registration and purchase car passes upon arrival to Ocean Lakes.

GOLF CARS: We offer a complimentary golf car with our rental at this time. **Must be 25 to drive our golf cart.** Golf Cars are a recommended mode of transportation in and around the Ocean Lakes Gated Community. **If the golf cart breaks during your stay we will try our best to fix it; However if it's not fixed in time no reimbursement will be given.** You may bring your privately-owned golf car or rent a Golf Car from Ocean Lakes Golf Car Rentals. Ocean Lakes has very strict rules and fines for the use of **any** Golf Car on the property. **You must be 16 years old and have a valid driver's license to rent and have that in your possession while driving a golf car in Ocean Lakes. Any violations incurred by the renter will result in the loss of your damage deposit, NO EXCEPTIONS.**

SEPTIC: Do Not Flush anything other than toilet paper. No other products should be flushed, especially feminine products, baby wipes, paper towels, or other wet wipes. If it is found that such products have been flushed and clogged the septic system, you could be charged damages of up to five hundred (\$500) dollars.

DAMAGES: Guests assume liability and responsibility for any and all damage to the property and its contents. The home will be cleaned and inventoried upon your departure. You will be invoiced for any damages, missing items, and excessive cleaning charges (furniture stains, incomplete check out responsibilities, etc.) Fireworks and open fires are NOT prohibited.

ITEMS LEFT BEHIND: The homeowner and/or the cleaning/inventory company will not be held responsible for items left behind by the tenant. Items left behind must be reported within 24 hours of your departure. We will make every effort to locate the lost item and return it to you. Postage fees will be deducted from the security deposit.

WRITTEN EXCEPTIONS: Any exceptions to the above-mentioned policies must be approved in writing, in advance, and other appropriate forms signed. Such exceptions may be optional services offered by the homeowner

PEST CONTROL: Many insects and lizards are indigenous to our climate; we require that you keep doors and windows closed at all times. Please be aware that we make every effort possible to eliminate the occurrence of pests in and around the house on regular basis. We do NOT make rate adjustments or refunds for any pest-related problems.

OCEAN LAKES POLICY VIOLATIONS: Any Policy Violation, eviction from Ocean Lakes, or arrest made while at Ocean Lakes will result in a five hundred (\$500) fine to the Homeowner in addition to any fine charged and collected by Ocean Lakes. If legal action must be taken to collect the

Guest License AGREEMENT

McIntyre Beach House, Ocean Lakes House L20
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fine from the guest, the guest will then be held responsible for any and all cost associated with the collection. Ocean Lakes is committed to providing a positive and pleasant experience, and by doing so, will not tolerate house parties, underage golf car driving, drunkenness, loud and vulgar language and/or music, theft of property, and disrespect of other guests. Ocean Lakes recommends that all guests visit the community website at (www.oceanlakes.com) to review policies. Ocean Lakes is a family-oriented vacation community.

BY SIGNING BELOW, I AGREE TO THE TERMS AND CONDITIONS SET FORTH ABOVE, AND ACKNOWLEDGE THAT:

- I am OVER THE AGE OF 25, and solely responsible for the rental of L20
- **The homeowner/manager is NOT responsible for any accidents, injuries, or illnesses that occur to me or any of my guests while on the premises, or to others whom they invite to use the premises.** L20 is a ground level house; however it does have 3 areas of steps in enter into the home. Two steps on both sides of the house and one step coming from the concrete parking araea. It is agreed, that all guests, registered or unregistered, are expressly assuming the risk of any harm Arising from their use of the premises.
- The homeowner/manager is NOT responsible for any loss of personal belongings or valuables.
- It is my responsibility to make sure all guests, registered or unregistered understand and follow all Policies of the L20 Beach House and of Ocean Lakes
- I personally will be held financially responsible for the fines mentioned above if I, or any registered or unregistered guest that I invite to L20, be evicted or arrested.

• All monies owed, signed Rental Agreement, and completed Occupancy List must be received before the Door Entry Code is validated and activated.

PRINTED NAME: _____

ADDRESS: _____

SIGNATURE: _____

DATE OF SIGNATURE: _____

ARRIVAL DATE: _____.

DEPARTURE DATE: _____.

Rental Cost: _____

Fees: _____

**Checks are to be made payable and mailed directly to Michael McIntyre, 908 Woodhurst Dr
Monroe, NC 28110. DO NOT MAIL CHECKS TO THE OCEAN LAKES RENTAL
ADDRESS.**