

## **RENTAL AGREEMENT**

Byrd House, Ocean Lakes House 8001  
6001 South Kings Highway, Myrtle Beach, SC 29575

**ADDRESS:** 6001 South Kings Highway, Myrtle Beach, SC 29575

**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.**

**SMOKING POLICY:** This is a NON-SMOKING unit. Smoking is NOT ALLOWED inside the Unit. Smoking is allowed outdoor, however we ask that you please dispose of cigarettes in appropriate containers.

**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 or other designated grilling areas on the ground level. Grilling on the Decks or Balcony is not permitted. Grill is provided, but amount of propane is not guaranteed.

**REFUNDABLE DAMAGE DEPOSIT:** A damage deposit of \$350 is required. This deposit is collected with the final rental payment. The deposit is NOT applied toward rent and is fully refundable within fourteen (14) 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 placed in the dishwasher and normal cleaning cycle started.
- All keys are left on the kitchen counter. This includes house key and golf car key.
- 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 car violations.

**PAYMENT:** A security deposit must be received within 24 hours of reservation in order to hold your dates. Rental agreement must also be signed and either faxed or emailed back within 72 hours. An advance payment of 50% of rental rate must be received forty-five (45) days prior to your arrival date. The BALANCE OF TOTAL is due at least thirty (30) 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.

**Our preferred method of payment is by Check, either a personal check or certified mailed to us, Zelle, Cashapp, Venmo, or PayPal.**

**PLEASE NOTE: Check are to be made payable directly to:  
Philip Byrd, 314 Hogan's Valley Way Salisbury, NC 28144.  
DO NOT MAIL CHECKS TO THE OCEAN LAKES RENTAL ADDRESS.**

**Zelle: olbyrdhouse@gmail.com  
Cashapp: \$PhilipMByrd  
Venmo: @PhilipByrd  
Paypal: paypal.me/PhilipMByrd**

**CANCELLATIONS/CHARGES/TRANSFERS:** Reservations cancelled prior to forty five (45) days of arrival will be refunded security deposit less a fifty (\$50) cancellation fee. Reservations cancelled within the forty five to thirty (45-30) day from arrival period will be refunded deposit and less twenty (20%) of rental rate. Reservations cancelled less than thirty (30) days of arrival are non-refundable. 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 part.

**TRAVEL INSURANCE:** We highly recommend all guest 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). There will be a three (3) night minimum night stay during non-peak season.

**MAXIMUM OCCUPANCY:** Accommodations are STRICTLY LIMITED to twelve (12) guests. Overcrowding will not be permitted. Exceptions will be made for infants occupying a portable crib. Furniture is subject to change. **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:** All tenants booking reservations must provide a valid copy of identification. Should a tenant misrepresent her/himself, or the registered or unregistered guests of the tenant; then the tenant, 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 must be removed from the house and placed in the exterior Green Roll-Out Garbage Receptacles.

- Dirty dishes must be placed in dishwasher and normal cycle must be started.
- All food items must be removed from cabinets and refrigerator.
- Bathrooms left in a clean condition.
- Floors swept or vacuumed.

**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 that 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 Management 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 collection 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 exterior staircase. Recycling must be taken to any of the several and easily accessible “iCare” locations in the community.

**BEDDING:** Our home has a total of seven (7) beds. We have one (1) king size bed, two (2) queen size beds, one (1) set of full over twin bunk beds, and one (1) pull out king sofa bed. We provide two (2) pillows and one (1) blanket or quilt for each bed.

**SHEETS:** We are currently providing fitted sheets, top sheets, and pillowcases for each bed. All mattresses are covered with a fully enclosed zippered encasement that is not removed. That encasement is then covered with a fitted mattress pad. A blanket or quilt will be provided for sleeping purposes for each bed. (If you feel you may need additional, please plan accordingly.)

**TOWELS:** We are currently providing bath towels for use. We do provide a washer and dryer for your convenience, however if you feel you may need additional, please plan accordingly.

**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, laundry detergent, dishwashing detergent, toiletries, trash bags, 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. We keep a large, plastic storage container in the carport area of the home for beach and pool items. You may use what is there and anything you don't want to take home; you may leave for others to use. We do, however, provide a starter kit—two (2) rolls of toilet paper, one (1) roll of paper towels, dishwasher detergent, dishwasher soap, and laundry detergent until you are able to settle in.

**PARKING:** Our home is built on stilts, so parking beneath is on ground level. There is parking for approximately three (4) 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.

**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 \$12.00 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.** 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.

**GOLF CARTS:** We include one complimentary golf cart with our rental at this time, upon availability. In the event that a golf cart is not available, you will have to rent one from Ocean Lakes. Golf Carts are a recommended mode of transportation in and around the Ocean Lakes Gated Community. You may bring your privately-owned golf cart or rent one from Ocean Lakes Golf Cart Rentals. Ocean Lakes has very strict rules and fines for the use of any Golf Cart on the property. **Ocean Lakes policy is that you must be at least 16 years old and have a valid driver's license in your possession while driving a golf car in Ocean Lakes. Home owner's policy is that ALL drivers must be 18 years old or older to drive this golf cart and must have a valid driver's license in their possession. If you have younger drivers, we recommend that you rent a second golf cart from Ocean Lakes for them to operate. Golf cart must also remain inside Ocean Lakes premises at all times. Any violations incurred by the renter or those occupying the premises will result in the loss of your security 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 damage fees 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 prohibited, and grills are not permitted on the decks or balcony.

**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 twenty-four (24) hours of your departure. We will make every effort to locate the misplaced 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.

**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 a 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 fine from the guest, the guest will then be held responsible for any and all costs 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](http://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 **AGE 25 OR OLDER**, and solely responsible for the rental of 8001.
- 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. 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 Beach House and 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 8001, be evicted or arrested.
- All monies owed, signed Rental Agreement, copy of identification, and completed

Occupancy List must be received before the Door Entry Code is validated and activated.

PRINTED NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE OF SIGNATURE: \_\_\_\_\_

NUMBER OF VEHICLES: \_\_\_\_\_

ARRIVAL DATE: \_\_\_\_ / \_\_\_\_ , 2022 4:00 PM

DEPARTUE DATE: \_\_\_\_ / \_\_\_\_ , 2022 10:00 AM

**Check are to be made payable and mailed directly to  
Philip Byrd, 314 Hogan's Valley Way Salisbury, NC 28144.**

**DO NOT MAIL CHECKS TO THE OCEAN LAKES RENTAL ADDRESS. Please list  
below all persons and ages that plan to occupy premises.**