

TERMS AND CONDITIONS

RESPONSIBLE PARTY: The individual that reserves the property is considered the responsible party for the renting of the property; now known as the vacationer. The Vacationer agrees that he/she is 25 years or older and agrees to the Terms and Conditions of this Rental Contract as follows:

ESCROW: Pawleys Island Realty Company, LLC will place the reservation payment in an interest bearing escrow account and shall receive any and all interest earned.

TAX INCREASE: Any and all governmental surcharges and taxes imposed prior to occupancy shall be added to the total balance due and shall be paid by the vacationer.

METHOD OF PAYMENT: Cash, Personal Checks, MasterCard, VISA, AMEX, and Discover are the acceptable forms of payment. Two-party checks will not be accepted. The balance on all rentals is due 30 days prior to arrival; however, if a reservation is made within 30 days of the arrival date, no personal checks will be accepted.

DEPOSITS/PAYMENTS: Vacationers agree to pay all payments based on the terms and conditions of the property and Pawleys Island Realty Company, LLC. If reserving a property 30 days or less from the date of arrival; payment in full is required at time of reservation.

COMPANY CANCELLATION POLICY: To avoid cancellation of your reservation, please refer to the specific due dates on this rental contract. Your final balance is due no later than 30 days prior to your arrival date. Reservations that have open balances under 30 days to arrival may be cancelled and any funds currently received on the reservation will be forfeited. If the reservation is cancelled due to lack of payment, the property will be available to book by another guest.

GUEST CANCELLATION POLICY: Advanced reservation deposits are non-refundable. Advanced Deposits are only transferrable within the same property and cannot be transferred to any other property. If you need to cancel your reservation after you have paid your initial deposit, please call our office and email us at info@pawleysislandrealty.com. Pawleys Island Realty will attempt to re-rent the property. If your property is re-rented, your deposit will be returned to the booking guest minus a \$150 cancellation fee and any non-refundable fees. (The guest service fee, trip insurance premium, and all associated taxes are non-refundable). If the property does not re-rent 30 days prior to your arrival date, you can reinstate your reservation at which time your final payment is due. Any reservation not paid in full 30 days prior to arrival will be cancelled and any funds on deposit will be forfeited. If you cancel your reservation less than 30 days prior to arrival, after you have paid in full, and the property has not re-rented, you may reinstate the reservation anytime up until 7 days prior to your arrival date. If your property is re-rented, your deposit will be returned to the booking guest minus a \$150 cancellation fee and any non-refundable fees. (The guest service fee, trip insurance premium, and all associated taxes are non-refundable).

RESERVATIONS NON-TRANSFERABLE: Properties reserved sight unseen are represented by Pawleys Island Realty Company, LLC as realistically as possible with regard to space, amenities, and physical condition. Funds received on a reservation are non-transferable between vacation homes or condos. Once a home has been reserved, the reservation cannot be moved to another home or condo without re-renting the original property.

UNAVAILABILITY: If for any reason, the property reserved is no longer available, Pawleys Island Realty Company, LLC reserves the right to move the reservation to a comparable property or provide a refund of the funds on deposit. Vacationer will be notified via email or by phone if an email is not provided, if the property becomes unavailable.

SUBLETTING: This agreement shall not be assigned nor the premise sublet without the prior written consent of the owner or the owners agent. Transferring weeks in the same property must be requested 30 days prior to arrival and requires approval of the owner or the owners agent.

OCCUPANCY: Vacationer agrees not to exceed the posted occupancy of the property at any time and the person making the reservation is required to occupy the property. The property is for family vacations only and any house parties, weddings, or overcrowding events are strictly prohibited in and/or on the property. Any violation will result in immediate termination of the rental reservation and no refunds will be given.

DAMAGE WAIVER FEE: All reservations will be charged a non-refundable Damage Waiver Fee of \$50.00. This charge covers any REPORTED accidental damage up to \$1000.00. This does not negate your responsibilities as a tenant.

DAMAGES: Properties are inspected prior to check-in. The vacationer shall maintain the property in good condition; reasonable wear and tear expected. Any damage, breakage, or loss of property which is caused by the vacationer or anyone in the vacationers group, which is not reported and covered under the damage waiver provision, will be charged to the vacationer. Vacationers shall not rearrange the furniture.

INCURRED CHARGES DURING YOUR STAY: Vacationer is responsible for any charges incurred during the stay that have been charged to the property, such as: rented movies, pay per view, sports channels, etc., will be charged to the vacation at the time the bill is received by our office.

PET POLICY: Pets are not allowed in and/or on any properties unless noted in the accommodations. Pet Friendly homes are available and the only properties where pets are allowed. Vacationer agrees to adhere to the pet policies set forth by the owner and Pawleys Island Realty Company, LLC. Vacationer accepts responsibility and agrees to replace or pay for any loss, breakage or damage caused by their pet(s). Pawleys Island Realty Company, LLC advise that pets be secured or in crates when maintenance needs to enter the property. Any violation with pets in a "No Pet" home will result in immediate termination of the rental contract and a fee of \$150 will be charged to cover additional cleaning.

GRILLING: Absolutely NO grills are allowed on porches, decks, balconies, or under the houses. Grills may only be used in areas that are at a safe distance from the house.

CHECK-IN/CHECK-OUT: Vacationer agrees to adhere to the check-in and check-out times. Check-in time begins at 3:00PM and check-out time in no later than 10:00AM, no exceptions.

LOST OR LEFT BEHIND BELONGINGS: Pawleys Island Realty Company, LLC is not responsible for any items lost or left on or around the property during vacationers stay or after check-out. It is the vacationers responsibility to contact our office if they feel that items may have been lost or left behind. If items are found, Pawleys Island Realty Company, LLC will send the items to the vacationer at the vacationers expense. Vacationer will need to provide our office with a name, address and Credit Card information to secure payment prior to shipping. There will be a \$10.00 handling fee plus the cost of shipping charged to the vacationer.

LOST KEYS: The vacationer is responsible for all sets of keys provided at time of check-in. If the vacationer or anyone in the vacationers party loses a key, the vacationer will assume the cost for re-keying the home. The price for re-keying the home is \$100.00 and is payable by cash or credit card only at time of check out.

OWNER CLOSET(S): Any locked closets in the rental home are reserved for the storage of the owners private property and not for vacationers use. These closets are not included in the rental.

AUTHORIZED ENTRY: Vacationer is being made aware that it may be necessary for a representative of Pawleys Island Realty Company, LLC or an authorized repair person to enter the vacation home for purposes in connection with repairs, care or management of the property. If this is a Pet Friendly home, Pawleys Island Realty Company, LLC advises that pets be secured or in crates when entering the property.

LIABILITY: The vacationers and their guests agree to hold Pawleys Island Realty Company, LLC and the homeowner harmless and without liability for any damage or theft of the vacationer or vacationer guest personal property or for any injury or death of any vacationer or vacationer guest occurring on or about the premises.

CONSTRUCTION / RESTORATION DURING YOUR STAY: Pawleys Island Realty Company, LLC is not responsible for any construction and/or restoration issues during your stay that include, but not limited to: altered views, noise, and/or disrupted beach access. NO refunds shall be issued due to construction and/or restoration issues.

APPLIANCES (including ELEVATORS): The working order of all appliances including, but not limited to: TVs, Internet and internet equipment, radios, ceiling fans, refrigerators, stoves, washers, dryers and air conditioning units, are not guaranteed. Refunds, reductions and/or rebates will not be given for failure or breakdown of any appliance. Contact our office promptly to report any inoperable equipment. All repairs will be made in a timely manner. NOTE: Service requests called in after 5:00PM may not be handled until the following day.

INCLEMENT WEATHER POLICY: For the safety of our vacationers, Pawleys Island Realty Company, LLC reserves the right to begin securing and boarding up any and all properties if the Governors Office orders a mandatory evacuation. There may also be times during Tropical Storms and extreme weather conditions that the owner or owners agent determines that the property needs to be secured and boarded up to prevent damage. If and when these dangerous occasions arise, vacationers agree to leave the premises/island and turn in all house keys to Pawleys Island Realty Company, LLC. If you Opted In for Trip Insurance on this reservation, please see Trip Insurance Policy section of this contract for further details and contact information. If you did not purchase Trip Insurance, NO REFUNDS will be issued by owner or owners agent.

NO SMOKING POLICY: All homes rented by Pawleys Island Realty Company, LLC prohibit smoking in the property or on the premises. Should it be determined that during your stay the No Smoking Policy has been violated, a charge of up to \$500 will be charged to the vacationers account on file.

TRIP INSURANCE POLICY: Trip Insurance is no longer included in the reservation and is now an "Opt In" option. We are pleased to offer RedSky Travel Insurance. We are looking out for you and your vacation investment. By electing to purchase this insurance, you can be reimbursed for your unused, non-refundable, pre-paid trip costs if you are forced to cancel for a covered reason. The trip insurance premium is due with your first rental payment. For more information about RedSky Travel Insurance, we recommend visiting www.trippreserver.com

RENTAL HOMES FOR SALE: In the event that the vacation home you are renting is on the market for sale, you will be informed of potential showings with next-day notification. These showings may occur any day between the hours of 9:00am and 5:00pm. We will try our best not to cause you any inconvenience.

ALTHOUGH EVERY PRECAUTION IS TAKEN TO ENSURE THE ACCURACY HEREIN, PAWLEYS ISLAND REALTY COMPANY, LLC IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THE CONTENT OF THIS RENTAL CONTRACT. IF ERRORS AND OMISSIONS OCCUR, THE VACATIONER AND PAWLEYS ISLAND REALTY COMPANY, LCC RESPRESENTATIVE WILL MEDIATE TO RESOLVE THE ISSUE.

I, THE VACATIONER, BY SIGNING BELOW ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND, AND ACCEPT ALL THE TERMS AND CONDITIONS ON ALL PAGES OF THIS RENTAL CONTRACT.

Vacationer Signature	Date	Owner/Agent Signature	Date