

iTrip Vacations Myrtle Beach South Rental Agreement

iTrip Vacations Myrtle Beach South , 2156 Highway 17 Business, Garden City, SC 29576

Phone: 888-505-1618/ southmb@itrip.net

Tenant: _TenantName_ **Phone:** _TenantPhone_ **Email:** _TenantEmail_
Address: _TenantStreet_ _TenantCity_ _TenantState_ _TenantPostal_

This Agreement will confirm your rental of Sea Shadow 103 for _NumNights_ nights as follows:

Check-In: _CheckinDate_ _CheckinTime_
Check-Out: _CheckoutDate_ _CheckoutTime_
Rental: \$ _Rental_
Fees: \$ _Fees_
Taxes: \$ _AreaTax_
Total: \$ _NetAmount_
Deposit: \$ _DepositAmount_ (due _DepositDueDate_)
Balance: \$ _BalanceAmount_ (due _BalanceDueDate_)

AGREEMENT

Dail Management Group LLC, the Agent of the Owners, and Tenant agree as follows: Above Tenant is at least twenty-five (25) years of age (an "adult") and will be an occupant of the unit Sea Shadow 103 during the entire reserved dates. In addition to Tenant, other authorized occupants may be family members or friends of Tenant. Use of the premises will be denied to persons not falling within the foregoing categories. Should any unauthorized persons occupy or use the Premises, Tenant shall vacate the premises immediately without any refund. No key will be issued to anyone who is not an adult.

Check-In (4:00pm EST)

All efforts will be made to have your vacation home cleaned and ready by check-in time, but sometimes we cannot guarantee the exact time of occupancy due to unforeseen circumstances. Housekeeping and maintenance personnel must provide services between occupancies for every property.

Check-Out (10:00am EST)

Check-out time must be met to allow cleaning to be completed for the next guest(s). Guests occupying the property beyond the checkout time without prior approval from iTrip will be charged an unapproved late check-out fee equivalent to one day's rent. This provision shall not be construed to permit the Tenant to stay an additional night or stay beyond the check-out time.

Late Arrivals/Emergency Issues

Guests arriving after hours should email or call our office prior to arrival so that arrangements can be made to leave your keys and directions to the property in the outside lock box. In the event of an afterhours emergency please call **(201) 376-1863**. Please remember this line is for emergencies only and will be responded to as soon as possible. There will be a minimum charge of \$75.00 for lock-outs or non-emergency service. Please remember to bring your keys and/or code with you anytime you leave your rental property!

DEPOSIT

A deposit totaling 25% of the agreed upon Total Amount is required to reserve the property more than 30 days before arrival (this is not a security deposit). If arrival is within 30 days of reservation, the full rental is required to reserve. Payment of deposit shall be deemed as acceptance of this rental agreement whether signed or not. Payment may be made by major credit card, bank money order or certified check. Personal checks will be accepted upon approval; if funds are not credited within ten days booking will be cancelled. The deposit amount is \$_DepositAmount_.

BALANCE

Balance is due 30 days prior to arrival date. The balance is due on _BalanceDueDate_. You will need to log into your tenant portal to make this payment, unless you have paid the balance before that date. Personal checks may be accepted upon approval; if funds are not credited within seven days booking will be cancelled; if this happens, deposits will be refunded if the week is re-rented, less a \$100.00 administrative fee and any discount needed to re-rent the week.

CANCELLATION POLICY

There are **NO refunds** for cancellation unless and until the property is re-rented. If the property is re-rented, pre-cancellation payments will be refunded after deduction of a \$100 administration fee, and any discount required to re-rent. **NO refunds** are given due to early departure, illness (which includes pandemic closures), injury, beach re-nourishment, inclement weather (which includes Hurricanes and Mandatory Evacuations), Acts of God, or State of Emergencies. **Travel insurance is HIGHLY recommended, specifically a "Cancel For Any Reason" policy!** Insurance is offered during the booking process and again two days later via email. Information about the optional insurance can be viewed on insurance provider's website. This insurance is non-refundable and is subject to the policies and procedures of the insurance provider. If you choose not to purchase this coverage, the cancellation policy will prevail and no automatic refunds will be given. The terms and conditions are of insurance carrier and NOT iTrip Vacations Myrtle Beach South.

HAZARDOUS PRACTICES

No barbeque grills of any kind are permitted on balconies or in the unit. No open flame or candle burning is permitted on balconies or in the unit. Do not dismantle smoke detectors as they are there for your protection. Use the overhead stove fan when cooking to avoid accidental, activation of smoke detector alarm.

PETS PROHIBITED UNLESS SPECIFICALLY APPROVED IN ADVANCE

If evidence of a pet(s) is found in the unit or on the premises during your stay, and your rental does not include advance permission, you will be required to vacate immediately with no refund of rent or damage deposit. If you have already vacated the premises and evidence of a pet is found, a minimum \$500 fee will be charged/collected. Dogs that are approved must be on a leash at all times when outdoors. Local ordinances prohibit dogs on the beach during summer months. Manager reserves the right to require immediate removal of any dog (at owner's expense) that displays dangerous or unacceptable behavior including (but not limited to) biting, excessive noise (such as barking or whining) and urination/defecation within the rental property.

Pet Clause & South Shores Seasonal Limit

You MUST have your pet approved by iTrip Vacations Myrtle Beach South in order for them to stay in any of our properties. Tenant MUST contact us with age, weight and breed via email- at which time we will approve or deny stay request. If stay is approved the pet fee will be added to your reservation and must be paid before arrival. If stay is denied the pet may NOT enter our property at any time! There is a \$200 charge for the first dog and \$100 for each there after (if approved).

Dogs must be well behaved, contained when not being supervised and quiet when left alone. If complaints are lodged about excessive barking, tenant will be asked to remove dog from premises and if that cannot be done tenant must forfeit the remainder of his/her stay - no refunds given! **All local laws and regulations must be followed, and may vary depending on the location of your property. A partial list of those regulations most pertinent to our properties is as follows:** Garden City Beach (Horry County,) dogs are not allowed on the beach between the hours of 8:00AM to 5:00 PM from May 1st to September 15. Garden City Beach (Georgetown County,) leashed dogs are permitted on the beach at all times.

Surfside Beach City ordinance prohibits dogs on the beach between May 1st and September 15. **South Shores HOA** will CONSIDER small dogs to accompany tenants between LABOR DAY (September) and MEMORIAL DAY (May). Dogs are NOT permitted at South Shores during the peak summer months which are June, July and August. If a dog is brought to South Shores during this time, tenant will be asked to remove dog from premises and if that cannot be done tenant must forfeit the remainder of his/her stay - **no refunds given!**

Ocean Lakes Property Clause

iTrip Myrtle Beach South and any operators/sponsors of our site are 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.

FAMILY RENTAL ONLY - AGE RESTRICTIONS

Reservations made for teenagers or young single groups will not be honored without an accompanying adult staying in the unit at ALL times. We require the reservation to be in the name of someone at least 25 years of age. That person must be present throughout the rental, and have a valid credit card. Any violators will be evicted according with forfeiture of all payments. Any reservation obtained under false pretense will be subject to forfeiture of reservation deposit, damage deposit, and/or balance of rental payment.

HOUSEKEEPING

There is **no daily maid service**. Linens and towels are included and not to be taken from the unit. An initial setup of trash liners, bathroom paper, soap is provided. There is a \$ _CleaningFee_ one time cleaning fee. Additional cleaning fees will be due in the event that the departure clean involves removal of excessive sand and/or trash OR in the event that other check-out instructions are not followed. These fees will be communicated to the tenant after their departure. By digitally signing this contract you are agreeing to and authorizing the charge to your booking credit card, *before* the charge is assessed, but *after* the events occurred leading to the need for excessive cleaning.

UTILITIES

No compensation will be given for temporary outage of electricity, gas, water, cable, or telephone service. Outages will be reported immediately and all efforts will be made to have them restored as soon as possible. Please note that you may want to bring a calling card for placing long distance phone calls, as these are

restricted. Agent assumes no responsibility or liability whatsoever for any alleged or actual Guest loss or damage directly or indirectly related to the malfunctioning of any appliances or equipment, or the outage of any utilities.

NONSMOKING UNIT

Smoking is strictly prohibited. Your damage deposit will be forfeited and you will incur an additional charge for carpet cleaning and deodorizing if any evidence of smoking is found.

ENTRY BY OWNER

Owner or owner's agents may enter the premises under the following circumstances: in case of an emergency; to make any necessary or agreed upon repairs, alterations, or improvements; supply necessary or agreed upon services or show the premises to prospective purchasers, renters or contractors. Owner will provide renter with at least 24 hours notice of Owners intent to enter (except in the case of an emergency). PEST CONTROL PERSONNEL MUST BE ADMITTED, REFUSAL IS NOT PERMITTED AND WILL RESULT IN A \$100 PENALTY FEE!

HURRICANES, EVACUATIONS, AND VACATION RENTALS

- (1) The first and most important thing to remember is that when state or local authorities order a mandatory evacuation of a coastal area, tenants occupying vacation rental properties must comply with the order. Evacuations are ordered to protect human life and health and are not undertaken lightly. .
- (2) When a vacation tenant complies with an evacuation order, he or she is entitled to a refund of a share of the money he or she has paid for the rental (rent, security deposit, taxes, etc.) prorated for each night the evacuation order was in effect. There is an exception to this rule, however - If the tenant was offered travel insurance that covered the risk of mandatory evacuation, then the owner/property manager has no obligation to refund the tenant's money. To trigger the exception, the cost of the insurance offered cannot exceed 8% of the cost of the vacation rental (unless you purchase a "Cancel For Any Reason" policy).
- (3) If, following the storm, the owner/property manager cannot provide a promised rental property to a vacation rental tenant - whether the reason is that the house was significantly damaged or that it is inaccessible due to damage to or closure of roads - the tenant is entitled to a reasonably comparable property at the same cost. Tenants are encouraged to read and understand the limits of coverage.

RULES AND REGULATIONS

1. Tenant agrees to leave the premises and its contents in the same condition, neat and tidy, as Tenant found the premises to be upon move-in, normal wear and tear expected.
2. Tenant agrees to abide by the rules of the homeowners association, condominium complex or resort applicable to the property. Violations that result in expense, fines or limitation of rights to the owner will be charged to the guest's credit card. These fees will be communicated to the tenant after their departure. By digitally signing this contract you are agreeing to and authorizing the charge to your booking credit card, *before* the charge is assessed, but *after* the events occurred leading to the expense/fine.
3. Check-out instructions are placed in your check-in packet. These instructions include that all dishes are to be washed and all garbage removed from the

premises and placed in outside receptacles before your departure. Trash is to be placed in bins in front of house for pickup and/or in provided locations by building HOAs. Trash must not be left in building walkways or hallways. Failure to follow check-out instructions will lead to an excessive cleaning fee. Please see "Housekeeping" section above for more detail.

4. Close all blinds in all rooms.
5. The maximum number of occupants shall not exceed 8 people, not including a child in a crib.
6. Furnishings are not to be removed from the premises for use outside or in other properties.
7. Pets are not allowed on premises unless specifically permitted in advance. If your rental includes permission to bring a pet, you are expected to pick up after your pet outdoors. If other guests complain of noise or other disturbance caused by your pet, you may be required to board the pet for the remainder of your rental. Pets must have had protective treatment for fleas. We must enforce this rule to continue to offer accommodations for pets in the small number of properties where we can.
8. Smoking is not allowed in the unit.
9. Reservations are not made by or for a minor, defined as any person under the age of twenty-five (25). Keys will not be released to persons under age 25.
10. All keys are to be returned upon move-out by Tenant. There will be a \$100.00 charge per key if not returned within 2 weeks of check-out date. Lost electronic entry key fobs or other devices will be charged for in addition, \$50 each.
11. Tenant and any guest of Tenant shall obey all laws of the state of South Carolina, as well as local laws, at all times while they are on the premises. Failure to abide by the laws of South Carolina or the above rules may cause tenant to be asked to vacate the premises and forfeit all rents and security/damage deposits.

SLEEPING CAPACITY/DISTURBANCES

Tenant and all other occupants will be required to vacate the premises and forfeit the rental fee and security deposit for any of the following: Occupancy exceeding the stated sleeping capacity of 8 people, using the premises for any illegal activity, causing damage to the premises rented or to any of the neighboring properties and any other acts which interferes with neighbors' right to quiet enjoyment of their premises.

SIGHT UNSEEN

Our vacation rental units are individually owned and furnished. We try to accommodate our renters, but we will not give refunds or adjustments if you find the decor or furnishings unacceptable to your preferences. We manage privately owned vacation homes which are furnished to the owner's tastes, but no two properties are the same. Rates, descriptions, bed sizes, inventories, and furnishings are subject to change without notice. Neither the rental agent nor the owner will be obligated to neither provide replacements nor give refunds for failure or absence of any items.

RIGHT TO CHANGE RENTAL ACCOMODATIONS (SUBSTITUTIONS)

We reserve the right to substitute comparable accommodations without prior notice or liability in the event of a sale of the rental property, or if the property becomes unavailable due to maintenance or other problems. We cannot absolutely guarantee a specific rental property in the event of unforeseen circumstances which could render the property to be unsafe or uninhabitable. We will make every effort to contact you should this happen. When comparable accommodations are not available, guests will have the option of selecting from available properties at the comparable published rate or receiving a complete refund.

HOLD HARMLESS

iTrip or the Owner, does not assume any liability for loss, damage or injury to persons or their personal property. Neither does owner accept any liability for any inconveniences, damage, loss or injury arising from any temporary defects or stoppage in supply of water, gas, cable service, internet, electricity or plumbing, as well as due to weather conditions, natural disasters, acts of God, government, or other reasons beyond its control. The reservation amount will not be

adjusted due to any malfunction of equipment, which includes TVs, VCRs, DVDs, air conditioning units, hot water heaters, stoves, refrigerators, door locks, etc. Furthermore, no compensation will be given for temporary outage of electricity, gas, water, cable, elevators, WI-FI access, golf course/tennis court closures or swimming pool availability.

POOL & PATIO

Tenant hereby acknowledges that the premises they have reserved may include a community or private pool, deck, balcony or patio. If so, the undersigned agrees and acknowledges that these can be dangerous areas, that can be slippery when wet, and that injury may occur to anyone who is not careful. With full knowledge of the above facts and warnings, the undersigned Tenant accepts and assumes all risks involved to Tenant and all of Tenant's guests in or related to the use of the pool and patio areas. Pool maintenance and furniture are the responsibility of the building Home Owners Association and any property manager they have retained. The condition of the pool and furniture are beyond the control and responsibility of iTrip Vacations Myrtle Beach South.

GRILLS

Fire code dictates there are to be no grills on any decks, near siding and/ or under the home. Tenant should not assume grills are present, functional, or permitted at any Property. If a grill is present and functional, Tenant is responsible for grilling tools, gas tanks, charcoal/lighter fluid and assumes full responsibility for any damages to the grill or resulting from use of a grill. Tenant is responsible to thoroughly clean grills during stay and upon departure.

REPAIRS

Please report any equipment breakdown to us, we will respond as quickly as possible. Refunds will not be made for repair issues including, but not limited to heating and air conditioning, appliances, televisions, and golf carts.

BUILDING MAINTENANCE

Repairs and maintenance to buildings are conducted by the Home Owners Association and their property manager. These processes often involve noise and inconvenience. If we are advised in advance of your arrival that any significant work will be under way, we will advise you. However, in most cases, we are not advised before the work is to begin, if then. Most of this work is conducted in the off season, between October 1st and April 1st, unless required due to emergency. It is one of several reasons that rates are substantially lower during those months. These circumstances are beyond our control and knowledge. If your rental is during those months, you may experience noise and inconvenience. Refunds will not be made for noise and inconvenience caused by building maintenance.

LINENS/TOWELS/SUPPLIES

The cleaning fee includes sheets, pillowcases, kitchen and bath towels. Any lost or damaged linens will be charged to you. An initial supply of paper products is provided. Extra items needed are the responsibility of the Tenant. Limited cleaning supplies may be provided. We recommend that you bring beach towels and any special items that you may need.

PARKING

We supply the number of parking hangtags or other credentials permitted by property manager or Home Owners Association rules at each complex. We cannot control parking, and cannot guarantee the availability of parking space at any particular time. This rental includes parking credentials, but not parking space. Parking at Horizon East, Cape Coddages One and Afterdeck is limited to one vehicle per unit during the summer months. No boats, jet skis, trailers, golf carts or RVs at any property unless specifically permitted.

TELEPHONES, INTERNET ACCESS, TELEVISION CONNECTIONS

Telephones are not provided in many units. We recommend that you bring your mobile phone. WiFi internet access is provided in most properties. This is often a shared system provided by the condominium Home Owners Association, such systems do not require a password. If you have important business or financial transactions to conduct during your stay, we recommend bringing your own mobile WiFi access device. We will provide the internet access information that we have, but cannot guarantee the ability of your devices to access the internet. No refund will be paid for WiFi internet access problems.

All wi-fi services are provided on an "as is" basis. We do not warrant that the wi-fi service is fault free or fit for any particular purpose, or that the building wi-fi system is secure. You assume all responsibility and risk for use of the Service. We will always try to make the wi-fi service available, but it may be interrupted, limited or curtailed due to maintenance and repair work, transmission or equipment limitations/failures, collocation failures or due to an emergency. We are not responsible for data, messages or pages that you may lose or that become misdirected because of interruptions or performance issues with the Service. We reserve the right to immediately and without notice, suspend your access to the Service if we suspect that you are transmitting a virus (or any other manipulating program capable of modifying other programs and replicating itself). Network speed is no indication of the speed at which your Unit connected to the wi-fi service sends or receives data. Actual network speed will vary based on Unit configuration, compression and network congestion. The accuracy and timeliness of data sent or received is not guaranteed and you accept that delays or omissions may occur.

Please DO NOT tamper with or change connections on the back of television sets, in order to connect video games or other devices. You will be charged for replacement of TV sets required due to damaged connection terminals.

LIMITED DAMAGE WAIVER PROGRAM

1. Terms of Waiver : As an enrolled, Covered Guest, staying at an iTrip Franchisee property, under this plan, you will not be obligated to pay for Covered Damage (defined below) to real or personal property of the owner of the rental unit located within the rental unit occupied by the Covered Guest. When the Covered Guest purchases this plan, the property manager waives the right to charge the Covered Guest for Covered Damage to the unit as a result of your inadvertent acts or omissions during the duration of the Stay. Maximum limit of this waiver of liability is \$1,475.00 aggregate per stay.

2 . Conditions: The Limited Damage Waiver Program has certain conditions. Covered Damage does not include, and the Covered Guest remains liable for, the following: • Damages caused by Intentional Acts of a Covered Guest • Damages caused by gross negligence or willful and wanton conduct. • Any damage that the Covered Guest does not report to iTrip staff in writing by the time the Covered Guest checks out of the unit. • Damage from theft without a valid police report. • Damage caused by any pet or other animals brought onto the premises by any Guests, whether or not the property is "pet friendly". • Damage or loss of any property owned by or brought onto the premises by a Covered Guests or invitee of Covered Guest. • Property Damage resulting from any motorized vehicle or watercraft operated by a Covered Guest. • Damaged Caused by any

forbidden items or property usage including but not limited to BBQ Grills, Candles, Cigarettes, etc.

3. **Definitions:** • "Covered Damage": All damages to property of the unit's owner, up to \$1,475.00 in the aggregate for each Stay, that occurs during the Covered Guest's stay and that is the result of the inadvertent acts or omissions of the Covered Guest or the Covered Guest's invitee, excluding the damages listed in the conditions section above. • "Covered Guest": All registered guests and all persons booked to share the same unit of accommodations, and have paid the required plan cost. • "Stay": The stay at an iTrip unit, from the date of a Covered Guest's check-in to the date of check-out.

4. **Administrative Procedure:** iTrip staff will administer and determine whether a damage qualifies as Covered Damage. Such staff will have the sole authority to determine the nature and extent of damages, necessary repairs and eligibility for the waiver of liability described herein. The Covered Guest must report any theft or damage to the unit or its contents to iTrip staff by the time of check-out or any otherwise applicable damage waiver for such Covered Guest will be void. The iTrip Franchisee has ultimate claim administration authority. Arbitration is required prior to litigation.

5. **Terms of Coverage :** The plan takes effect upon check-in on the booked arrival date to an iTrip unit. All coverage shall terminate upon normal check-out time of the iTrip unit or the departure of the Covered Guest, whichever occurs first.

6. **Fee:** \$59.00 for your covered stay. This fee is non-refundable.

IMPORTANT NOTE:

Violation of any condition of the terms of iTrip voids the Damage Waiver Program without refund of any portion of booking/damage waiver fee. Guest Agrees that damages not covered by the Damage Waiver Program or in excess of the Damage Waiver Program limit of \$1,475.00 shall be paid by guest immediately. Guest authorizes iTrip to charge the cost of damages to guest's credit card in accordance with this agreement and the terms and conditions of the rental agreement. By submitting payment for this reservation, you authorize iTrip to include the costs of this Damage Waiver Program in your reservation. Please contact iTrip directly if you do not wish to participate in this plan or assignment.

Unless Tenant elects the Limited Damage Waiver Program, Tenant agrees to pay for damage to the Unit or property within the Unit, except normal wear and tear, that occurs during the Tenant's stay in the Unit. Tenant authorizes iTrip to charge the amount of damages, as determined solely by iTrip, to guest's credit card in accordance with this agreement

*Some acts of damage will not be covered by the Limited Damage Waiver. Those damages will be charged directly to the tenant once amounts are assessed. By signing this tenant agreement you are expressly agreeing to pay these specific damage charges before the charge is assess, but after the loss, theft, or damage has occurred AND after receiving all required disclosures and amounts from iTrip Vacations Myrtle Beach South.

ADDITIONAL TERMS AND CONDITIONS

The undersigned Tenant, for himself/herself, his/her heirs, assignors, executors, and administrators, fully releases and discharges Owner from any and all liabilities, claims, demands, and causes of action by reason of any injury, loss of damage by whatever nature which has or have occurred, or may occur to the undersigned, or any of his/her guests as a result, or in connection with the occupancy of the premises and agrees to hold Owner free and harmless of any claim or suit arising there from. In any action concerning the rights, duties or liabilities of the parties to this agreement, their principals, agents, successors or assignees the prevailing party shall be entitled to recover any reasonable attorneys fees and costs. Owner reserves the right to terminate this Agreement upon their discretion at any time. Any legal action arising out of this agreement or rental must be brought in Horry County, South Carolina.

Typos

Although every effort has been made for accuracy, iTrip Vacations Myrtle Beach South is not responsible for errors on the website. Descriptions and rates are subject to correction or change without notice. iTrip Vacations Myrtle Beach South/Dail Management Group cannot be responsible for computer errors. We ask that you carefully review your confirmation and bring any discrepancies to our attention.

THIS AGENCY RESERVES THE RIGHT TO REFUND DEPOSIT, REFUSE RENTAL OR DISCONTINUE OCCUPANCY IF, IN THE AGENT'S OPINION, TENANT IS DETRIMENTAL TO PROPERTY.

Please remember that you are renting a private home. Please treat it with the same respect you would expect to be shown to your own home.