

**THIS RENTAL AGREEMENT IS SUBJECT TO  
ARBITRATION PURSUANT TO THE SOUTH  
CAROLINA UNIFORM ARBITRATION ACT.**

**iTrip Hilton Head Rental Agreement**

**iTrip Hilton Head  
Sandcastle Plaza 1B  
Hilton Head, SC 29928**

**Phone: (843) 353-1984  
HiltonHead@itrip.net**

**www.hh.itrip.co**

Tenant: TenantName\_

Address: TenantStreet\_ TenantCity\_ TenantState\_ TenantPostal\_

Phone: TenantPhone\_ Email: TenantEmail\_

This Agreement will confirm your rental of Blue Oyster for NumNights\_ nights as follows:

Check-In: ..... CheckinDate\_ CheckinTime\_

Check-Out: ..... CheckoutDate\_ CheckoutTime\_

Rental: ..... \$ Rental\_

Fees: ..... \$ Fees\_

Taxes: ..... \$ AreaTax\_

Total: ..... \$ TotalAmount\_

Security Deposit: ... \$ RefundableSecurityDeposit\_

Deposit: ..... \$ DepositAmount\_ (due DepositDueDate\_)

Balance: ..... \$ BalanceAmount\_ (due BalanceDueDate\_)

## **AGREEMENT**

Sea Oats Vacations LLC., as owners & operators of iTrip Hilton Head and the agent (the "Agent") of the owners of the rental unit located at 30 Forest Drive, Hilton Head Island, SC 29928 (Blue Oyster), 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 located at 30 Forest Drive, Hilton Head Island, SC 29928 (Blue Oyster) 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 or door code will be issued to anyone who is not an adult.

The person who makes the reservation must be over 25 years old and must be present during the entire stay. A mobile number must be provided where we can contact the primary renter at all times. If code enforcement call us with any issues we need to be able to contact someone onsite with 60 minutes to address any issue or you may be liable for any fines imposed by the local government.

We recommend adding a second mobile number to your account to make sure we can contact someone at all times. This second number may also be used to receive door codes in the event the first phone dies or is left in the unit. (It happens a lot and we are unable to provide codes to spouses or family members for security reasons).

## **RESERVATIONS**

Reservations for the unit may be placed up to two (2) years in advance, but are subject to the rates in effect for the year said reservations are to be used. All times are Eastern Standard Time and currency is USD unless otherwise noted. While every effort will be made to have the unit available for check in at `_CheckinTime_`, during high season cleaning crew may require additional cleaning time and check in may be delayed up to 5:00 pm. Reservations will be held for 24 hours. If a signed Rental Agreement and payment are not received within a 24 hour period from the date the reservation is made, the reservation will be cancelled.

## **ERRORS**

Tenant agrees to pay the daily, weekly, or other applicable rate as stated above. Errors in pricing and descriptions can occur and the Tenant will be notified of any error. If in the opinion of the Agent, the error substantially changes the terms of this Agreement, the Agent may cancel the reservation within five business days of the reservation being made and the Tenant will receive a full refund. The Agent reserves the right to make corrections, additions, deletions, and changes in the rates and descriptions at any time without notice.

## **DEPOSIT**

A deposit totaling 35% of the agreed upon Total Amount is due with acceptance of the Rental Agreement. Payment of deposit shall be deemed as acceptance of this rental agreement. Payment must be made by major credit card. Personal checks may be accepted upon approval; if funds are not credited within three days of Agent's receipt of personal check, then the reservation will be cancelled. The deposit amount is \$ \_DepositAmount\_.

## **BALANCE**

Balance of funds owed for the reservation is due 30 days prior to arrival date and may include a refundable damage deposit. The balance is due on \_BalanceDueDate\_. Payment of the balance may be made by traveler's checks or certified check or major credit card. Personal checks will be accepted upon approval but must be cleared by the due date. If funds are not credited by the due date then the reservation will be cancelled and no refund of the deposit will be made.

## **DAMAGE DEPOSIT**

Damage deposit will be refunded so long as there is no damage within 7 -10 days of checkout pending inspection by cleaning firm or our inspectors.

## **INTEREST**

Tenant acknowledges that security and damage deposits delivered to Agent may be co-mingled with the deposits of other guests of other clients of Agent. Tenant acknowledges that no interest shall be paid to Tenant upon security or repair deposits paid by Tenant in conjunction with this Rental Agreement. Tenant acknowledges that, subject to the rules, regulations and requirements of the South Carolina Real Estate Commission, the Agent may retain ownership of interest paid by its bank upon deposits.

## **CANCELLATION POLICY**

In the event that you must cancel your reservation, please be aware that cancellations must be in writing and must occur at least 60 days prior to arrival date. If cancellation occurs 31 days or more prior to arrival date all monies will be refunded with the exception of a **\$200.00** administrative fee. **GUESTS THAT DO NOT CANCEL MORE THAN 31 DAYS PRIOR TO THE CHECK IN DATE WILL BE CHARGED THE FULL RENTAL AMOUNT (INCLUDING ALL FEES)**. There will be no refund for early departure for any reason.

**It is highly recommended that Tenant purchases Trip Insurance, we provide multiple opportunities for Tenant to purchase**

## **Standard Trip Insurance and Cancel For Any Reason Insurance.**

**Refunds are NOT given for inclement weather, hurricane evacuations (whether mandatory or otherwise), travel bans or restrictions, military deployments, restricted access to resort or barrier islands or the general municipality, earthquakes, road or airport closings or late arrivals, pandemics (whether declared or not) ("Events").**

**We strongly recommend that you purchase travel insurance and by proceeding with the reservation without buying insurance you specifically acknowledge that this is a rental home and it is not a hotel and that further you agree to pay all rental amounts due in the event of such an Event occurring.**

## **HAZARDOUS PRACTICES**

No barbeque grills of any kind are permitted on balconies or in the unit. No open flames (i.e., candle burning) are 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.

The guest will be charged a \$200 repair and inspection fee for tampering with or deactivating a smoke alarm.

Some vacation homes are equipped with barbeque grills and or fire pits. Agent does not provide charcoal, fluid or wood. Agent and owner of the Property are not liable to the Guest, family members, friends, invitees for injury arising out of the use of barbeque grills or fire pits.

## **ABSOLUTELY NO PETS**

Unless the rented property is advertised as pet friendly and Tenant contacted the Agent about a pet in advance of the arrival date, **then absolutely no pets are allowed**. If evidence of a pet(s) is found in the unit or on the premises, then Tenant and all guests will be asked to vacate immediately with no refund of rent or damage deposit. Pets on the property subject the Tenant to a \$500 fine (pre-approved service dogs are excepted).

If the property is advertised as pet friendly then the following provisions apply:

- We allow one small/medium sized DOG up to 40 lbs each for free subject to the medical and damage provisions of this agreement.
  - Additional DOGS may be allowed in Agent's sole discretion, there is a \$75 dog fee for each additional dog allowed including all dogs over 40 lbs.
- All pets must be up to date on rabies and other vaccinations. (documentation from an accredited veterinarian must be provided by Guest)

upon request).

- All pets must be treated with a flea and tick repellent three days prior to arrival.
- Guests are responsible for cleaning up all pet waste and disposing of it in a proper trash bin
- Pets must not be allowed on to furniture or in bedrooms at any time
- Pets must not make excessive noise
- Pets must be crated when left in the property and must not be left un-attended for any undue length of time
- Guest must observe all local rules, regulations and ordinances regarding pets at all time
- Agent reserves the right to not permit any dog at any time

The guest will be charged a \$200 clean up fee for the removal of any dog waste in the home or the yard.

If your dog/s cause any damage, or the property requires additional cleaning the guest will be charged the cost of any repairs or clean up. If a security deposit has been paid it will be deducted. If there is no security deposit then the guest authorizes their credit card to be charged directly for the repair or clean up cost.

Homeowner and Agent assume no responsibility for any illness or injury that may occur to pets or humans while on the premises.

**Prohibited Breeds of Dogs include any mix of:**

- Akita;
- Boxer;
- Bull Terrier;
- Bullmastiff;
- Chow Chow;
- Doberman Pinscher;
- German Shepherd;
- Giant Schnauzer
- Mastiff;
- Ovtcharka;
- Presa Canario;
- Pit Bull;
- Rhodesian Ridgeback;
- Rottweiler;
- Neapolitan Mastiff;
- Wolf; or
- Wolf Hybrid

**GROUP SIZE**

Reservations made for teenagers or young single groups will not be honored without any accompanying adult staying in the unit at ALL times. We require at least one member of the party to be 25 (twenty-five) years of age! Any violators will be evicted with forfeiture of all monies.

The maximum number of occupants allowed per property is listed in the property description. Maximum capacity applies to any given time, such as during a gathering of people at the property that includes guests that are not staying overnight. In the event that the maximum capacity has been exceeded, occupancy may be terminated without a refund.

### **FALSIFIED RESERVATION**

Any reservation obtained under false pretenses will be subject to forfeiture of reservation deposit, damage deposit, and/or balance of rental payment.

### **HOUSEKEEPING**

There is no daily maid service. Nevertheless, if you desire daily maid service, then notify iTrip Hilton Head and such service can be provided at a daily fee. Linens and towels are included and are not to be taken from the unit. An initial setup of trash liners, toilet paper and soap is provided. There is a \$ \_CleaningFee\_ one time cleaning fee. Additional cleaning fees will be due in the event that cleaning involves the removal of excessive sand.

### **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.

### **KEYS**

Arrangements will be made in advance for transfer of property keys or key codes on day of check-in. If the property is equipped with an electronic keyless entry unit, then you will receive the password and operation instructions prior to your arrival.

### **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. Evidence of smoking in the home/condo subjects the Tenant to a \$500 fine.

### **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. Agent will provide Tenant with at least 24 hours notice of owner's or owner's agent(s) intent to enter the premises (except in the case of an emergency).

## **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. Beds should be stripped of linens and placed in a pile in each bedroom for housekeeping.
2. All dishes are to be washed and all garbage removed from the premises and placed in outside receptacles. Please place trash bins in front of house for pickup.
3. Furnishings are not to be removed from the premises for use outside or in other properties.
4. "No pets" policy must be observed. Pets are not allowed on premises unless (a) the property has been advertised as pet friendly and (b) Tenant has received Agent's permission to have Tenant's pet on the premises.
5. Reservations are not made by or for a minor, defined as any person under the age of twenty-five (25).
6. All keys (if any keys are issued to Tenant) are to be returned upon check-out by Tenant. There will be a \$40.00 charge per key if not returned during check-out.
7. 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 of the premises will be required to vacate the premises and forfeit the rental fee and security deposit for any of the following:

- **Occupancy exceeding the sleeping capacity of the property,**
- **using the premises for any illegal activity,**
- **causing damage to the premises rented or to any of the neighboring properties**
- **and any other acts that interfere with neighbors' right to quiet enjoyment of their premises.**

## **HOLD HARMLESS**

None of iTrip Vacations, Sea Oats Vacation Property Management, Inc. or the owner of the premises assume risk, responsibility or any liability for, and the Tenant hereby releases, waives, relinquishes and discharges iTrip Vacations, Sea Oats Vacation Property Management, Inc., the owner of the premises and all directors, officers, employees, agents or other representatives of such parties from, any (i) loss, damage, illness, injury or exposure to COVID-19, other viruses or the flu to persons or their personal property that occurs during their stay on the premises; (ii) any inconveniences, damage, loss or injury arising from any temporary defects or stoppage in supply of water, gas, cable service, internet service, electricity or plumbing (iii) any inconveniences, damage, loss or injury arising from or due to weather conditions, insects, natural disasters, acts of God, or other reasons beyond their control or (iv) use of pools, hot tubs.

## **POOL & PATIO**

If the premises include a private or community pool (including hot tubs), then the Tenant hereby acknowledges that the premises they have reserved include a community pool and the undersigned agrees and acknowledges that the community pool and patio/deck can be dangerous areas, that the deck/patio 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 private or community pool (including hot tubs) and patio areas.

## **POOL & HOT TUB SERVICE**

All private pools and hot tubs are serviced weekly and this is NOT always on the day of a guest arrival as check ins occur throughout the week. Our team will skim the surface of the pool before your arrival but we cannot vacuum out the pool or hot tub as only the pool service company can do that. The pool service company will take care of this every week and they also balance the chemicals. We have a lot of storms which may change the appearance of the pool water in our pools - this is normal. The pool service company will be out to take care of it as soon as they can.

If you are using the hot tub, please rinse off all sunscreen and sand before entering the water. If the hot tub is left in a dirty condition your credit card will be charged \$250 charge to have it pumped out, cleaned and rebalanced.

## **LOCAL ORDINANCES**

All County, City and Town ordinances during rental occupancy must be followed. Non compliance of any of these ordinances will result in eviction of the property and forfeiture of all monies paid. Tenant agrees to pay any fines levied by the County, City and Town and further Tenant will be liable to Homeowner and Agent for any and all lost rental revenues from the suspension or removal of their business licenses as a result of Tenants actions.

These ordinances include but are not limited to:

Hilton Head

<https://hiltonheadislandsc.gov/codeenforcement/>

## **MAINTENANCE**

Please report any maintenance needs for the premises to the Agent and the Agent will respond as quickly as possible. Refunds will not be made for maintenance issues including, but not limited to, heating and air conditioning, appliances, televisions, internet/WIFI and stereos.



Many of our homes are in beach communities. They may be on a septic tank or a city sewer system. It is important that guests do not put large amounts of toilet paper or any other other products down the toilet. We flush all toilets prior to a guests arrival to verify that they are working correctly. **Any blockages that occur during the guests stay at the home are the responsibility of the guest to unblock. If a plumber is required to unblock a toilet then the guest will be charged for that visit.**

Many homes have a garbage disposal. Not all food are suitable for disposing of in a garbage disposal. We check the disposal is working prior to all guest arrivals. **In the event the disposal or kitchen sink plumbing is blocked due to material put down the disposal this is the responsibility of the guest. If a plumber has to be called then the guest will be charged for that visit.**

**Do not put any chemicals, hot oil, grease, coffee grinds, pasta, bones, shells of any kind, oatmeal, nuts, onion skins, eggshells, trash, pumpkins, fibrous vegetables, lettuces, stringy vegetables, potato peel, pits, corn husks down the disposal.**

We utilize third party professional service companies for the provision of Handyman Services, A/C & Heating Repair, Pest Control, Wildlife Removal, Plumbing Repair, Pool & Hot Tub Service, Electrical Repairs, Appliance Repairs and any other repair or maintenance of a technical or specialist nature. We only used trusted, reputable professional service companies to assess, repair and replace equipment that needs attention. We will work with them to get the first available service appointment. Given the Post COVID economy it can be a challenge to get fast, timely service. Rest assured we will do our best to resolve issues quickly and our service providers understand our need for fast, reliable care. Due to the global supply crunch, parts and even replacement units may not be available which can be frustrating. Please be patient as we work hard behind the scenes to make small miracles happen on a daily basis!

### **TAKE TIME TO BE KIND**

We want everyone to have a great stay but we understand that things may break or some items may get overlooked. As noted above we'll do our best to get them fixed.

We do ask that all guests **TAKE TIME TO BE KIND**. Common courtesy goes a long way. Sadly since the pandemic we have all witnessed an increase in aggressive or unacceptable behavior. Our team has taken a lot of abuse and experienced some very unkind guests.

Misunderstandings are one of the leading causes of guest complaints. Please make sure you read everything we send to you. This include the entire rental listing, all of our house rules, all photos, all emails & texts and all the help articles in your iTrip account. **This helps avoid misunderstandings in the first place.**

For our own safety and security we have a zero tolerance rule with guests who are rude, abusive, discourteous or argumentative. We do not engage with those guests any more beyond asking them to read our **TAKE TIME TO BE KIND** policy.

## **MONITORING**

Agent may utilize electronic monitoring equipment at the property to ensure that noise & occupancy limits are observed and that no events or parties are held on the property.

Our homes are subject to strict noise ordinances. In the event that you trigger our noise monitor you will be asked to turn down the volume immediately. Failure to comply will lead to eviction without a refund. Cities impose large fines and you may be prosecuted. You agree to reimburse the homeowner and Agent for all lost income resulting from any suspension of their business license arising from you exceeding the noise alert levels.

## **LINENS/TOWELS/SUPPLIES**

The owners of the premises furnish linens and towels to Tenant. Any lost or damaged linens will be deducted from Tenant's deposit. 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 any special items that you may need.

## **PARKING**

Parking at the premises is limited to the number of cars listed in your check-in email. No boats, jet skis, trailers or RVs are allowed without prior permission of Agent.

All vehicles are parked at the risk of the owner. iTrip Vacations shall not assume liability or responsibility for any vehicle, occupants, or contents while operated or parked on the property. If a vehicle is left on the property after the guest checks out without the written consent of the iTrip Vacations, we reserve the right to have the vehicle towed at the owner's expense. No vehicle repairs are to be performed on the property.

Resort parking charges and any associated late fees or inconvenience fees will be charged to the credit card on file and are the responsibility of the tenant. This includes fees for showing up at the security gate without the relevant QR code, gate pass or other required ID. Passes not ordered more than 2 weeks prior to check in may be subject to late fees.

## **LOST & FOUND**

Agent is not responsible and assumes no liability for lost, misplaced, stolen, or damaged valuables or belongings. If you discover that you have left behind something of value to you, please text us immediately (843) 303-9225 and we will try to assist you in locating your lost item.

Agent is not responsible for any item left behind by a guest. However, any item, with the exception of perishable items, left behind by our guests and found after departure by Housekeeping will be collected, logged in, and kept in a secure location for collection by the owner for up to fourteen (14) days. For security and privacy reasons we do not notify a guest that an item has found. Perishable items, underwear, other hazards to health or safety and miscellaneous toiletries are discarded.

We would be happy to return your lost item(s) to you by United States Postal Service or UPS delivery with tracking information. Your credit card will be charged packaging and postage, plus a \$15.00 handling fee. The minimum charge is \$35 per package. iTrip is not responsible for any item lost or misdirected during shipment by the United States Postal Service or UPS.

Lost & Found items are held for fourteen (14) days, after this holding period, the unclaimed item(s) are thrown away, given to local organizations, or disposed of accordingly by Agent

### **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, Wine, Food 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 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:** As noted in the quote for your covered stay.

7. Agent is authorized to charge Tenants credit card on file for unreported damages and/or damages in excess of \$1,475.00. Additional cleaning fees shall apply following repair/clean-up of Tenant damages.

**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.

All damage caused by sticking tape, glue or other adhesives used by Tenants to affix posters, balloons and other displays in the home are excluded from this Damage Waiver Program. All cleaning and repair costs to restore walls, ceilings, cabinets and other structures in the home will be charged to the Tenant.

Unless Tenant elects the Limited Damage Waiver Program, Tenant agrees to be 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

## **TELEPHONES**

Telephones are not provided on the premises.

## **FIREARMS & WEAPONS**

The safety and security of our guests and staff is extremely important to us. Our Firearms and Weapons Policy is designed for the protection of our guests, vendors, staff, and owners, and pertains to the presence of firearms and weapons on hotel premises. Agent recognizes that guests and vendors may legally possess firearms or weapons for a variety of legitimate purposes. This policy has been developed to create a safe environment by providing appropriate guidance over the custody of firearms and weapons on our premises. All of iTrip Vacations homes are private property. Guests, who are lawfully permitted to possess a firearm or weapon, may bring such onto our premises for **storage purposes only**, with the understanding that they are personally responsible for the following:

- Guests must abide by all Federal, State, and local laws.
- Firearm and weapons must be appropriately registered.
- Firearms must be **unloaded**
- **No cleaning** of firearms is permitted on the premises.
- Firearms and weapons must be safeguarded and secured in either a locked, hard sided firearm container or a soft gun case provided by the guest at all times and clearly labeled with their name and contact information.

Guests and vendors who fail to abide by our policy may be asked to leave the home, are subject to trespass and may be subject to further legal action. Exempted from this policy are law enforcement officers and designated military personnel who are on-duty and required to carry firearms in the performance of their duties. No exemption to this policy is allowed for private persons, even those licensed and permitted to carry a firearm openly or concealed under local, state, or federal law, are exempt from this policy. It is our policy to promptly turn over any firearms left on the property to the local Sheriff's Office or the Police. We do not ship firearms or weapons.

## **DISPUTE RESOLUTION/ARBITRATION**

If a dispute, controversy or claim (whether based upon contract, tort, statute, common law, or otherwise) (collectively a "Dispute") arises from or relates directly or indirectly to the subject matter hereof, including the determination of the scope or applicability of this Agreement to arbitrate, and if the Dispute cannot be settled within fifteen (15) calendar days through direct discussions between the parties, any unresolved Dispute thereafter shall be settled by mandatory and binding arbitration conducted in accordance with the Commercial Arbitration Rules (the "Rules") of the American Arbitration Association (the "AAA") administered by JAMS pursuant to its Comprehensive Arbitration Rules

and Procedures (the “Rules”) and judgment on the award rendered by an arbitrator, may be entered in any court having jurisdiction. The arbitration proceedings shall be conducted in Charleston, South Carolina before a single neutral arbitrator who is a member of the Bar of the State of South Carolina, has been actively engaged in the practice of law for at least fifteen (15) years, specializing in commercial transactions with substantial experience in the subject matter of the Agreement. Any attorney who serves as the arbitrator shall be compensated at a rate equal to his or her current regular hourly billing rate. Unless otherwise deemed appropriate by the arbitrator, the prevailing party shall be entitled to an award of all reasonable out-of-pocket costs and expenses (including attorney and arbitrator fees) related to the arbitration proceeding. The arbitrator will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute. A party shall not be prevented from seeking temporary injunctive relief before a court of competent jurisdiction in an emergency or other exigent situation, but responsibility for resolution of the Dispute shall be appropriately transferred to the arbitrator(s) upon appointment in accordance with the provisions hereof.

### **TEXT MESSAGES**

Agent utilizes text messaging to provide important and timely information regarding the reservation to Tenant. Tenant hereby consents to receive text messages from Agent until 180 days after the reservation has ended.

### **APPLICABLE LAW**

This Rental Agreement shall be construed in accordance with and governed by the laws of the State of South Carolina without regard to its conflict of law principles. Venue in any action commenced under this Rental Agreement shall be in Charleston County, State of South Carolina and Tenant hereby submits to the jurisdiction of said courts.

### **DISCLAIMER/LIMITATION OF LIABILITY**

The premises, all fixtures thereon and all property on or around the premises is provided to Tenant “as is” without any warranties of any kind. None of iTrip Vacations, Sea Oats Vacation Property Management, Inc. or the owner of the premises shall be responsible for any direct, indirect, consequential or incidental damages arising out of or relating to this Rental Agreement. The use of the premises is at Tenant’s own risk.

### **HOMEAWAY NETWORK BOOKING ATTRIBUTION**

1. All bookings completed on or originating from the HomeAway Network will be deemed attributable to HomeAway and subject to applicable commissions or fees, as the case may be. A booking will be regarded as having originated from the HomeAway Network where a traveler using the HomeAway Network sends an inquiry to Agent about a Listing, or otherwise initiates the booking process for such Listing on the HomeAway Network (each, a “HomeAway Lead”), and then within 30 days of the HomeAway Lead, completes the booking

- for that Listing outside of the HomeAway Network, e.g., by telephone or e-mail with Agent (each, an “Off-Platform Booking”).
2. Agent will be entitled to an Off-Platform Booking Fee for every stay booked within 30 days of a HomeAway Lead, except that no such fees will apply to bookings where the traveler completes such a booking through the HomeAway Network and pays the associated Travel Service Fee to HomeAway.
  3. Should a traveler inquire through the HomeAway Network about a Listing that is or becomes unavailable for the traveler’s requested dates, and then within 30 days of that HomeAway Lead the traveler executes a booking with Agent for another Agent property that comprises the same or similar dates and destination—regardless of whether Agent advertises the substitute property on the HomeAway Network—the Company will be entitled to a commission or Off-Platform Booking fee on the total amount charged for the booking of the substitute property.
  4. The Off-Platform Booking Fee will be equal to 11% of the total amount before taxes that the Agent charges for the associated stay. Tenant shall pay the Off-Platform Booking Fee directly to Agent.

### **ADDITIONAL TERMS AND CONDITIONS**

The undersigned Tenant, for himself/herself, his/her heirs, assignors, executors, and administrators, fully releases and discharges owner of the premises 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 attorney's fees and costs. Owner reserves the right to terminate this Rental Agreement upon their discretion at any time. If any term, covenant or condition of this Rental Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Rental Agreement, or the application of such term, covenant or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Rental Agreement shall be valid and be enforced to the fullest extent of the law.

Tenant authorizes Agent to use any and all comments, notes, reviews and guest book entries written by tenant or tenants guests in Agents marketing, social media posts, online reviews and other communications.

### **CREDIT CARD AUTHORIZATION:**

I understand and consent to the use of the credit card provided without original signature on the charge slip for both the initial deposit, due at time of booking, and the balance due as noted in this agreement. Agent may process the credit card automatically upon the due date without additional notice.

I understand that by "clicking" that I have read the terms and conditions of this property, I am bound by this Rental Agreement and I have signed "electronically, and that this Credit Card Authorization cannot be revoked and will not terminate until 90 days after leased premises

are vacated. Charges may include but not limited to: unauthorized long distance telephone, cable, satellite TV or internet charges, pet damage, shipping charges, damages beyond normal wear and tear.

If the credit card used to pay all or part of the charges due on this reservation is in a name different than the name of the Tenant, then the person whose credit card is being used must sign and return our supplement agreement acknowledging that they will accept the charges and are agreeing to be bound by the terms of this Agreement. Failure to sign that supplemental agreement will result in cancellation of the reservation.

In the event that the booking is selected for additional security checks, then the Tenant agrees to provide a copy of a valid government ID and a copy of their credit card to Agent. Failure to complete each phase of this additional security check will result in the reservation being cancelled.

**Please remember that you are renting a private home. NO PARTIES, EVENTS or PERFORMING ARTISTS OR BANDS ARE ALLOWED. These are cause for eviction with no refund and may damage our ability to offer the home for future guests exposing you to liability and damages. Please treat the property with the same respect you would like shown in your own home.**

**We look forward to hosting you during your stay in beautiful South Carolina!**