

**THIS AGREEMENT IS SUBJECT TO ARBITRATION PURSUANT TO THE SOUTH CAROLINA UNIFORM ARBITRATION ACT, S.C. CODE ANN. § 15-48-10, et. Seq..**

**Agreement**

iTrip Charleston Beaches  
427 Johnnie Dodds Blvd  
Mt Pleasant, SC 29464  
Phone: (843) 303-9225  
charlestonbeaches@itrip.net  
**www.itriplowcountry.com**

**Guest:** \_TenantName\_

**Address:** \_TenantStreet\_ \_TenantCity\_ \_TenantState\_ \_TenantPostal\_

**Phone:** \_TenantPhone\_ **Email:** \_TenantEmail\_

This Agreement is made as of the date of the reservation confirmation by and between Sea Oats Vacations LLC, as owners & operators of iTrip Charleston Beaches and the authorized representative (the "Agent") acting solely as agent for the owner(s) of the unit located at 6 Conch Ct, Isle of Palms, SC 29451 (The Lazy Palm) (the "Unit"), and Guest. The parties hereto agree to the following terms, conditions and policies with respect to Guest's use of The Lazy Palm 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\_)

**Reservation ID:** \_Reservation ID\_

**Maximum Occupancy:** \_Property Sleeps\_

**Maximum No. of Cars for Parking Onsite:** \_ Help Parking \_

**LICENSEE**

Guest hereby acknowledges and agrees that Guest is a licensee solely for the use and occupancy of the Unit for the specific dates and times set forth herein. Guest is NOT a tenant, and this Agreement is not subject to the South Carolina Residential Landlord and Tenant Act. Guest is not acquiring a leasehold or any other interest in the Unit. The term "rent" is used for convenience only. Occupancy of the Unit before or after the specific dates and times authorized herein or otherwise in violation of the terms and conditions of this Agreement shall constitute trespass and shall subject Guest and all other occupants to immediate removal from the premises.

**MINIMUM AGE AND CONTACT INFORMATION**

Guest certifies that Guest is at least twenty-five (25) years of age on the date hereof and will be an occupant of the Unit during each of the entire reserved dates from Check-In until Check-Out of the Unit. In addition to Guest, other authorized occupants of the Unit may be family members or friends of Guest. Use of the Unit will be denied to persons not falling within the foregoing categories. Should Guest permit any unauthorized persons to occupy or use the Unit, Agent may require Guest to vacate the premises immediately without any refund. No key or door code will be issued to anyone who is younger than twenty-five (25)

years of age.

Guest shall be completely responsible for himself/herself as well as the actions and behavior of all family members, guests, and invitees of the Guest present at the Unit at any time during the occupancy.

A mobile number must be provided where we can contact the Guest at all times. If the police or code enforcement call Agent to report any issues with the Unit or occupants of the Unit, Agent needs to be able to contact someone onsite within 60 minutes to address any issues or Guest may be liable for any fines imposed by the local government. Agent recommends that Guest add a second mobile number to Guest's iTrip account to make sure Agent can contact someone within Guest's party 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. (Agent is unable to provide door codes to Guest's spouse or family members for security reasons if the phone numbers for such individuals have not been previously provided to Agent by Guest).

## **RESERVATIONS**

All times listed herein are Eastern Standard Time and all currency used herein is US Dollars unless otherwise noted.

Reservations will be held for 24 hours. If a signed Rental Agreement and payment are not received by Agent within a 24 hour period from the date the reservation is made, Agent will cancel the Guest's reservation. In the event that the reservation is selected for additional security checks, then the Guest agrees to provide Agent with (a) a copy of a valid government ID and (b) a copy of their credit card. Failure to complete each phase of this additional security check within a 24 hour period will result in Guest's reservation being cancelled.

## **ERRORS**

Guest agrees to pay the daily, weekly, or other applicable rates as stated above. Errors in pricing and descriptions can occur and the Guest 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 Guest will receive a full refund. The Agent reserves the right to make corrections, additions, deletions, and changes in the rates, fees and descriptions at any time without notice.

## **DEPOSIT**

A deposit totaling 35% of the agreed upon Total Amount is due with acceptance of this Agreement. Payment of deposit shall be deemed as acceptance of this Agreement. Payment of the deposit must be made by major credit card. The deposit amount for this reservation is \$ \_DepositAmount\_.

## **BALANCE**

Balance of funds owed by Guest for the reservation is due to Agent 60 days prior to Check-In date and may include a refundable damage deposit. The balance is due on \_BalanceDueDate\_. Payment of the balance must be made by major credit card. If funds are not received by Agent by the due date, then the reservation will be cancelled and no refund of the deposit will be made. Reservations made less than sixty (60) days prior to the Check-In date must be paid in full at the time of booking.

## **INTEREST**

Guest acknowledges that security and damage deposits delivered to Agent may be co-mingled with the deposits of other guests of other clients of Agent. Guest acknowledges that Agent, subject to the rules, regulations and requirements of the South Carolina Real Estate Commission, has the option to place Guest's deposits into an interest-bearing account and to retain all interest incurred in said bank account. Guest agrees to and understands that the Guest has been informed of Guest's right to ownership of the interest but relinquishes to the Agent by this Agreement said right of ownership. Accordingly, no interest shall be paid to Guest upon security or repair deposits paid by Guest in conjunction with this Agreement.

## **TAXES AND FEES**

Final tax rates are calculated according to South Carolina and local taxes in force at the time of Guest's occupancy of the Unit. Guest is responsible for the payment of all applicable taxes in effect at the time of occupancy of the Unit.

## **CANCELLATION POLICY**

Guest cancellations must be in writing to Agent and must occur at least 60 days prior to Guest's Check-In date. If cancellation by Guest occurs 60 days or more prior to Guest's Check-In date, Agent will refund all monies with the exception of a **\$250.00** administrative fee and travel insurance payment if purchased. **GUESTS THAT DO NOT CANCEL IN WRITING TO AGENT MORE THAN 60 DAYS PRIOR TO THE CHECK IN DATE WILL BE CHARGED THE FULL RENTAL AMOUNT (INCLUDING ALL FEES).**

Guest's reservation of the Unit removes the availability of the Unit from a marketing process on 50+ public websites. The dates that the Guest books the Unit are reserved solely for Guest use, which means Agent is precluded from marketing to and securing alternative travelers to occupy the Unit for those same dates. Guest benefits from this right immediately upon booking the Unit and continues to use and exploit this right every day that Guest keeps the reservation. This reservation is not simply for use of the Unit, it is for preservation of the right to use the Unit for the reserved dates. If Guest cancels the reservation in writing within 60 days of check-in, then no refund is due even though Guest will not be staying at the Unit. The Guest will still have received the benefit of this exclusivity during the period from when Guest made the reservation until the point of time Guest cancelled the reservation.

**Agent strongly recommends that Guest purchases travel insurance. Agent provides Guest with multiple opportunities for Guest to purchase standard trip insurance and cancel for any reason Insurance. The only way for Guest to ensure a refund may be provided to Guest is to purchase travel insurance. Travel insurance premiums paid (if applicable) are non-refundable. By proceeding with the reservation without purchasing travel insurance, Guest specifically acknowledges that the Unit is a home and it is not a hotel. Guest further agrees to pay all rental amounts due.**

**Refunds are NOT given for early departures of any reason, inclement weather, tropical storms, hurricane evacuations (whether mandatory or otherwise), travel bans or restrictions, military deployments, restricted access to resort or barrier islands or the general municipality, states of emergencies, earthquakes, road or airport closings or late arrivals, pandemics (whether declared or not).**

## **SUBSTITUTION OF PROPERTY**

On rare occasions, due to ownership changes or maintenance emergencies, the Unit may not be available on the dates of Guest's reservation. In this unlikely event, Agent reserves the right to substitute a comparable property. If comparable properties are not available, then this Agreement may be cancelled by Agent and Agent shall refund all payments made by Guest under this Agreement.

## **HAZARDOUS PRACTICES**

No barbeque grills of any kind are permitted on balconies, in the garage or in the Unit. No open flames (i.e., candle burning) are permitted on balconies or in the Unit. Do not dismantle smoke detectors or carbon monoxide detectors as they are there for the Guest's protection. Use the overhead stove fan when cooking to avoid accidental, activation of smoke detector alarm. Guest will be charged a \$200 repair and inspection fee for tampering with or deactivating a smoke detector.

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 Unit are not liable to the Guest or Guest's family members, friends or invitees for injury arising out of the use of barbeque grills or fire pits.

## **ABSOLUTELY NO PETS**

Unless the Unit is advertised as dog friendly and Guest contacted the Agent in advance of the Guest's Check-In date about bringing a dog to the Unit, **then absolutely no pets are allowed.** If evidence of a pet(s) is found in the Unit or on the premises, then Guest and all family members, friends or guests of Guest will be required by Agent to vacate immediately with no refund of rent or damage deposit. Pets on the property subject the Guest to a \$500 fine (pre-approved service dogs are excepted).

If the Unit is advertised as dog friendly then the following provisions apply:

- There is a \$95 fee per approved dog.
- All dogs must be up to date on rabies and other vaccinations. (documentation from an accredited veterinarian must be provided by Guest upon request).

- All dogs 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.
- Dogs must not be allowed on to furniture or in bedrooms at any time.
- Dogs must not make excessive noise.
- Dogs must be crated when left in the Unit 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.

**Any and all dogs, including service dogs, must be disclosed to Agent prior to arrival.**

Guest is responsible for cleaning up after dogs and for any damage or injuries caused by dogs. Agent will charge Guest a \$200 clean up fee for the removal of any dog waste in the home or the yard.

If Guest's dog/s cause any damage, or the property requires additional cleaning, then the Agent will charge the Guest the cost of any repairs or clean up. If Guest has paid a security deposit, then the cost of such repairs or clean up will be deducted from such security deposit. If Guest has not paid a security deposit, then the Guest authorizes Agent to charge Guest' credit card for the cost of such repairs or clean up.

Guest accepts and assumes all risks involved in relation to any pet that joins Guest or any of Guest's invitees during Guest's stay at the Unit. Guest hereby agrees to hold Agent and owner of the Unit harmless from any liability relating to any pet that joins Guest or Guest's invitees at the Unit. Neither the owner of the Unit nor the Agent assume 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

**MAXIMUM OCCUPANCY**

Reservations made for teenagers or young groups will NOT be honored without an accompanying adult staying in the Unit at ALL times. We require the Guest making the reservation to be at least 25 (twenty-five) years of age and be present at all times. Any violators will be evicted with no refund of any monies paid by Guest to Agent.

The maximum number of occupants allowed at any time during Guest's reservation at the Unit is \_ Property Sleeps \_. Maximum occupancy applies to the Unit at all times during Guest's reservation including during the day, during a gathering of people at the Unit and during the overnight sleeping hours. In the event

Guest exceeds the maximum occupancy during Guest's stay, then Agent may terminate the reservation and evict Guest and Guest's guests without a refund.

Guest understands that no house parties, youth groups, fraternities, weddings, receptions, meetings or parties are allowed. Wedding events, commercial photography or filming is prohibited at the Unit. No tents or other structures may be erected on the premises of the Unit without Agent's express authorization.

### **FALSIFIED RESERVATION**

Any reservation obtained under false pretenses will be subject to forfeiture of reservation deposit, damage deposit, and/or balance of rental payment. No refunds will be made.

### **TEXT MESSAGES**

Agent utilizes text messaging to provide important and timely information regarding the reservation to Guest. Guest hereby consents to receive text messages from Agent as of the date hereof through the period ending 180 days after the reservation has ended.

### **CHECK-IN TIME**

While every effort will be made to have the Unit available for check in on the \_CheckinDate\_ at \_CheckinTime\_, the cleaning crew may require additional cleaning time and Agent may delay Guest's Check-In to 5:00 pm.

### **PARKING**

Guest may park up to \_ Help Parking \_ vehicles at the Unit during the reservation. Guest may not exceed this vehicle count or Guest, owner of the Unit and/or Agent may be ticketed & fined by local police. No boats, jet skis, trailers or RVs are allowed at the Unit without prior permission of Agent.

All Guest vehicles must be parked on the driveway, in the garage or in other identified parking spots. No vehicles may be parked at any time in the grass, mulch or alongside the street. Guest must comply with all posted parking signs and local parking rules. If Agent and/or owner of the Unit is ticketed or fined by local police for Guest's parking violations at the Unit during Guest's stay, Guest shall reimburse Agent for all fees.

All vehicles are parked at the risk of the vehicle's owner. Agent 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 Agent, Agent reserves the right to have the vehicle towed at the vehicle owner's expense. No vehicle repairs are to be performed at the Unit.

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

### **HOUSEKEEPING**

There is **no daily maid service**. Sheets and towels are provided by Agent in the Unit and are not to be removed by Guest from the Unit. There is a \$\_CleaningFee\_ one time cleaning fee. Additional cleaning fees will be charged to Guest in the event that cleaning after Guest's Check-Out involves the removal of excessive sand and/or excessive trash.

### **UTILITIES**

No refunds or compensation will be given for temporary outage of electricity, gas, water, cable or internet/WIFI service. No refund of fees shall be provided for speed, access problems, lack of knowledge of use or personal preferences with regard to internet service. Use of the Unit's internet service for any criminal activity is prohibited and may result in fines, prosecution and/or the Guest and occupants immediate removal from the Unit. Criminal activity includes but is not limited to unlawful downloads or copyrighted material, including movies, music, software or other material. Outages must be reported immediately and all efforts will be made to have them restored as soon as possible. Please note that Agent does not own, control or manage any of the utility companies that service the Unit.

### **KEYS**

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

### **NONSMOKING UNIT**

Smoking (including vaping) is strictly prohibited inside and in the outdoor areas surrounding the Unit. If smoking occurs inside the Unit, then Guest forfeits any deposits, rental fees and monies paid and must immediately vacate the Unit without refund. Guest's damage deposit will be forfeited and/or Guest 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 Guest to a \$500 fine.

### **RULES AND REGULATIONS**

**Throughout the period between \_ CheckinDate \_ and \_ CheckoutDate \_ ,Guest, any member of Guest's family and any guest or other person under Guest's control at the Unit, shall:**

1. Conduct themselves inside and outside the Unit in a manner that will not disturb the neighbors' or others nearby their peaceful & quiet enjoyment of their properties.
2. Not engage in or facilitate criminal or drug related activities.
3. Not cause damage to the Unit or any of the neighboring properties.
4. Not exceed the maximum occupancy of the Unit.
5. Not bring a weapon, firearm or ammunition into the Unit in accordance with South Carolina law.
6. Leave the Unit and its contents in the same condition (neat and tidy) as Guest found the Unit to be upon move-in, normal wear and tear expected.
7. Wash all dishes and remove all garbage from the Unit and place such garbage in outside receptacles.
8. Not remove any furnishings from the Unit for use outside or in other offsite locations.
9. Not use any tape, glue or other adhesives to affix posters, banners, balloons and/or other displays in the Unit to walls, cabinets, wood trim or other surfaces.
10. Comply with the Agent's "No Pets" policy at the Unit. Pets are not allowed at the Unit unless (a) the Unit has been advertised as dog friendly and (b) Guest has received Agent's permission to have Guest's dog at the Unit.
11. Not make a reservation for the Unit by or for a minor, defined as any person under the age of twenty-five (25).
12. Return all keys (if any keys are issued to Guest) and all pool bracelets or fobs (if any bracelets or fobs are issued to Guest) upon check-out by Guest. There will be a charge to Guest for each key or pool bracelet/fob not returned during check-out.
13. Obey all laws of the state of South Carolina, as well as local laws, at all times while they are at the Unit.

Any such violations of one or more of the above rules and regulations constitutes a substantial violation of this Agreement and a material noncompliance with this Agreement and is grounds for immediate termination of this Agreement and immediate eviction from the Unit without refund of any paid fees and deposits.

### **LOCAL ORDINANCES**

Guest and all of Guest's guests must comply with County, City and/or Town ordinances during THEIR VISIT TO THE UNIT. Failure to comply with any local ordinances will result in the eviction of Guest and Guest's guests from the Unit and forfeiture of all monies paid. Guest agrees to pay any fines levied by the County, City and/or Town and further Guest will be liable to Agent for any and all lost rental revenues from the suspension or removal of Agent's business license or the Unit's business license as a result of the actions of Guest or Guest's family, friends and invitees.

These ordinances include but are not limited to:

Folly Beach

<https://www.cityoffollybeach.com/officials-and-ordinances/ordinances/>

Isle of Palms

<https://www.iop.net/ordinances>

Town of Kiawah Island

<https://www.kiawahisland.org/town-ordinances/>

Town of Mount Pleasant

<https://www.tompco.com/119/Code-of-Ordinances>

Seabrook Island

[https://library.municode.com/sc/seabrook\\_island/codes/code\\_of\\_ordinances](https://library.municode.com/sc/seabrook_island/codes/code_of_ordinances)

City of North Charleston

[https://library.municode.com/sc/north\\_charleston/codes/code\\_of\\_ordinances](https://library.municode.com/sc/north_charleston/codes/code_of_ordinances)

City of Charleston

[https://library.municode.com/sc/charleston/codes/code\\_of\\_ordinances](https://library.municode.com/sc/charleston/codes/code_of_ordinances)

Charleston County

<https://www.charlestoncounty.org/ordinances.php>

#### **SUBLEASE**

Guest shall not assign or transfer this Agreement, license or sublet the Unit, or any part thereof. Agent may assign this Agreement or any of its rights hereunder or delegate any of its duties hereunder at any time. The Agent will notify Guest of such assignment of this Agreement.

#### **HOLD HARMLESS**

None of iTrip LLC, Agent, the owner of the Unit nor their respective agents, affiliates, officers, directors, employees, contractors or subcontractors shall be liable to Guest for any reason arising out of this Agreement, including but not limited to, personal injury, bodily injury, physical or emotional distress, property damage, indirect, incidental, consequential, special or exemplary damages. This waiver of all claims and agreement to a complete and strict bar to liability on the part of the owner of the Unit and Agent shall apply to all claims for damages, in law or in equity, whether based on warranty, contract, tort, ordinary negligence, gross negligence, strict liability, or otherwise, under all circumstances.

Guest, for himself/herself, his/her heirs, assignors, executors, and administrators, hereby assumes risk, responsibility or any liability for, and the Guest, for himself/herself, his/her heirs, assignors, executors, and administrators, hereby releases, waives, relinquishes and discharges iTrip LLC, Agent, the owner of the Unit 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; (iv) any inconveniences, loss, damage, illness or injury arising from or due to the use of pools, hot tubs, grills and/or firepits; or (v) any and all liabilities, claims, demands and causes of action by reason of any personal injury, bodily injury, physical or emotional distress, property damage, indirect, incidental, consequential, special, or exemplary damages arising in connection with Guest's use or occupancy of the Unit. Guest hereby agrees to hold Agent, owner of the Unit and their respective agents, affiliates, officers, directors and employees 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.

#### **POOL & PATIO**

If the Unit includes a private pool, community pool and/or hot tub, then the Guest hereby acknowledges that (i) the Unit includes a pool and/or hot tub, (ii) the pool, hot tub and/or patio/deck can be dangerous, (iii) that the patio/deck near the pool and/or hot tub can be slippery when wet, and (iv) that injury may occur

to anyone who is not careful. With full knowledge of the above facts and warnings, the undersigned Guest accepts and assumes all risks involved to Guest and all of Guest's guests in or related to the use of the private pool, community pool, hot tubs and/or patio/deck areas surrounding such pool and/or hot tub. Guest hereby agrees that Guest use of any pool, hot tub or patio/deck shall be at Guest's own risk and to hold Agent and the owner of the Unit harmless from any liability. No refunds will be given if the pool, hot tub or patio/deck is not available for use due to maintenance.

### **POOL & HOT TUB SERVICE**

All private pools and hot tubs are serviced weekly. Please note the service date is NOT always on the day of a guest arrival. Agent will skim the surface of the pool before Guest's check-in time but Agent cannot vacuum out the pool or hot tub as only the pool service company can do that. The pool service company will clean the pool every week and 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 the pool as soon as they can.

Please rinse off all sunscreen and sand before entering the pool and/or hot tub. If the hot tub is left in a dirty condition Guest hereby agrees that Guest's credit card will be charged \$250 to have pool and/or hot tub pumped out, cleaned and rebalanced.

If a pool or hot tub can be heated, there will be an additional charge for this option. Agent requests that Guest give Agent at least one week notice of Guest desire to heat the pool or hot tub. If for some reason the equipment breaks or the heat function fails and cannot be fixed, then Agent shall refund a portion of the pool heating fee at a pro rated amount. If the pool is heating, but not to Guest's liking, this does not constitute a refund.

### **ELEVATORS**

The Guest agrees to indemnify the Agent for any damages caused by Guest's carelessness and negligence including, but not limited to, damages/repairs with respect to any elevator at the Unit. Service calls and charges made to repair the elevator due to operator error or negligence of the Guest/occupants will be the responsibility of the Guest.

### **MAINTENANCE**

Please report any maintenance needs for the Unit 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.

Guest hereby agrees that Agent or its vendors may enter the Unit when the Agent deems it necessary for inspection, repairs, emergency and services (including, but not limited to, termite, insect or pest treatment). Agent will make reasonable efforts to notify the Guest in advance of the need to enter the Unit (except in the case of an emergency).

It is important that Guests do not put large amounts of toilet paper or any other products down any toilet in the Unit. Agent flushes all toilets prior to Guest arrival to verify that all toilets are working correctly. **Any blockages that occur during the Guest's stay at the Unit 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 plumbing visit.**

Many homes have a garbage disposal. Not all food items are suitable for disposing of in a garbage disposal. Agent checks the disposal is working prior to all Guest arrivals. **Any blockages or damage to the disposal or kitchen sink that occurs during Guest's stay at the Unit are the responsibility of the Guest. If a plumber has to be called for the garbage disposal or sink drain, 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 or kitchen sink drain.**

Agent utilizes third party professional service companies for the provision of handyman services, A/C & heating repair, pest control, wildlife removal, plumbing repair, pool & hot tub services, electrical repairs, appliance repairs and any other repair or maintenance of a technical or specialist nature. Agent only uses trusted, reputable professional service companies to assess, repair and replace equipment that needs attention. Agent will work with vendors to get the first available service appointment. It can be a challenge to get fast, timely service.



## **TAKE TIME TO BE KIND**

Agent asks that all Guests **TAKE TIME TO BE KIND**. Common courtesy goes a long way. Sadly since the pandemic Agent has experienced an increase in aggressive or unacceptable behavior by rental guests. Agent's 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 Agent sends to you. This includes the entire rental listing, all of Agent's 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 Agent's own safety and security, Agent has a zero tolerance rule with guests who are rude, abusive, discourteous or argumentative. Agent does 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 (including video, noise, motion, temperature, humidity and other means) at the Unit to ensure that noise, occupancy, parking requirements and other limitations or restrictions set forth in local ordinances are observed at all times and that no events or parties are held at the Unit, no unapproved pets are in attendance and all vehicles are parked in accordance with the law. This includes doorbell cameras (Ring and other makes), area cameras that cover parking, walkways, pools, hot tubs, rooftops and other outdoor areas.

**In the event that Guest or Guest's guests triggers our noise monitor, Agent will instruct Guest to turn down the volume immediately. Failure to comply with this request will lead to Guest's immediate eviction without a refund. The local municipality has noise ordinances and will impose large fines and/or prosecute Guest for violation of the noise ordinance. Guest hereby agrees to reimburse Agent for all fines received by Agent or owner of the Unit as well as lost income resulting from any suspension of the Agent's business license or the Unit's business license arising from Guest or Guest's guests exceeding the noise alert levels.**

## **LINENS/TOWELS/SUPPLIES**

Agent furnishes linens and towels to Guest. Any lost or damaged linens will be deducted from Guest's deposit and/or billed to Guest's credit card on file with Agent. Agent provides Guest with an initial, limited starter set supply of trash bags, toilet paper, paper towels, detergents, shampoos and soaps. Agent does not restock these items during Guest's stay. If additional paper products, trash bags or soaps are needed, then it is the responsibility of the Guest or Guest's guests to purchase more of these items. Limited cleaning supplies may be provided. Agent recommends that Guest bring any special items that Guest may need.

## **CONSTRUCTION**

Construction may occur near the Unit. Agent is not responsible for construction occurring on condo complexes, roads, public spaces or neighboring properties. If Guest is renting close to a property under construction, please be tolerant. Construction is subject to noise ordinances. No refunds will be given for disturbances due to construction not under Agent's control nor can Agent move Guest to another property.

## **CHECK-OUT**

Guest agrees to comply with the check-out time or be subject to a late departure fee of up to one night's rental. If the Unit is not vacated by check-out time, Guest hereby consents to Agent removing all occupants and their belongings from the Unit and disposing of all belongings at Guest's expense and risk of loss. Guest may be subject to additional cleaning fees if the Guest does not leave the home in a neat and orderly fashion upon check-out. Guest agrees that such additional cleaning fees can be charged to the Guest's credit card that is on file with the Agent.

## **LOST & FOUND**

Guest shall remove all personal belongings from the Unit on or before check-out time. Agent is not responsible and assumes no liability for lost, misplaced, stolen, or damaged valuables or belongings. If Guest discovers that Guest has left behind something of value, Guest shall text Agent immediately (843) 303-9225.

Agent is not responsible for any item left behind by a guest. However, any item, with the exception of perishable items, trash, miscellaneous toiletries, underwear or items hazardous to health and safety, 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 Guest for up to fourteen (14) days. After this 14 day holding period, the unclaimed item(s) are thrown away, given to local organizations, or disposed of accordingly by Agent. For security and privacy reasons, we do not notify a guest that an item has been found in the Unit. Perishable items, trash, underwear, other hazards to health or safety and miscellaneous toiletries are discarded.

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

### **DAMAGES AND REPAIRS**

Guest shall be responsible for all costs, including labor and materials, to repair any damages to the Unit occurring during Guest's occupancy of the Unit, excluding only storm damage and acts of God.

Guest may opt to pay either (a) a refundable damage deposit or (b) a non-refundable limited damage waiver.

If Guest selects a refundable damage deposit, Guest agrees to be pay for all damage to the Unit or property within the Unit, except normal wear and tear, that occurs during the Guest's stay in the Unit. Guest hereby authorizes Agent to (a) apply funds from the damage deposit to cover the cost of such damages, as determined solely by Agent and (b) charge the Guest's credit card on file for any additional amount of damages, as determined solely by Agent, that exceeds amount of the damage deposit. Damage deposit will be refunded within 7 -10 days of Guest check-out pending inspection by Agent so long as there is no damage to the Unit.

When Guest opts for the non-refundable limited damage waiver and pays the limited damage waiver fee noted in the reservation, the Agent waives the right to charge the Guest for certain covered damages to the Unit as a result of Guest's inadvertent acts or omissions during the Guest Stay at the Unit. Such coverage shall take effect upon check-in of Guest on the \_CheckinDate\_ and terminate upon the earlier of: (a) the \_CheckoutTime\_ on the \_CheckoutDate\_ or (b) the departure of the Guest from the Unit.

The Guest will not be obligated to pay for damages to the Unit (up to a maximum of \$1,000.00 in the aggregate) that occurs during the Guest stay and that is the result of the inadvertent acts or omissions of Guest; provided, however, the limited damage waiver program shall not cover:

- damages to the Unit caused by intentional acts;
- damages caused by gross negligence or willful and wanton conduct;
- any damage from theft without a valid police report;
- damage caused by any pet or other animals brought onto the premise by Guest, whether or not Unit is dog-friendly;
- damage or loss of any property owned by or brought onto the premises by Guest or an invitee of Guest;
- damage resulting from any motorized vehicle or watercraft operated by Guest or an invitee of Guest;
- damage resulting from Guest's or Guest's invitees' violation of any of Agent's rules & regulations for the Unit or South Carolina state or local municipality's rules & regulations with respect to, but not limited to, parties and/or maximum occupancy of the Unit,
- damage caused by Guest or Guest's invitees' violation of any house rules for the Unit and/or any forbidden items or property usage including but not limited to parties, exceeding the maximum occupancy of the Unit, BBQ grills, candles, cigarettes, vaping, wine, food, etc.; and
- damage caused by sticking tape, glue or other adhesives used by Guests to affix posters, banners, balloons and other displays in the Unit. All cleaning and repair costs to restore walls, ceilings, cabinets and other structures in the home will be charged to the Guest.

Agent will administer and determine whether a damage qualifies for the coverage under the limited damage waiver program. Agent shall have the sole authority to determine the nature and extent of damages, necessary repairs and eligibility for the waiver of the liability described herein. Guest must report any theft or damage to the Unit or its contents to Agent by the time of check-out or any otherwise applicable damage waiver for such Guest will be void.

Guest hereby agrees to pay Agent immediately those damages not covered by the limited damage waiver program and those damages in excess of \$1,000.00 in the aggregate. Guest hereby authorizes Agent to charge Guest's credit card on file for unreported damages, damages not covered by the limited damage

waiver program and/or damages in excess of \$1,000.00 in the aggregate. Additional cleaning fees shall apply following the repair or clean-up of Guest damages.

By submitting payment for this reservation, Guest hereby authorizes Agent to include the cost of the limited damage waiver program in Guest's reservation. Guest shall contact Agent directly if Guest desires to pay a refundable damage deposit instead of participating in the non-refundable limited damage waiver program.

### **DISPUTE RESOLUTION/ARBITRATION**

If despite the strict applicability of the limitation of liability contained in this Agreement, either the Guest, or any of his/her/their family members or guests or invitees bring a claim, or file a lawsuit against the Agent, the owner of the Unit and/or any of their respective officers, directors, employees, or others, pertaining to the use and occupancy of the Unit during this Agreement, all such claims shall be resolved through binding arbitration as described herein.

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 hereto, 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 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.

### **APPLICABLE LAW**

This 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 Agreement shall be in Charleston County, State of South Carolina and Guest hereby submits to the jurisdiction of said courts.

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

The Unit, all furniture and fixtures thereon and all property on or around the Unit is provided to Guest "as is" without any warranties of any kind. None of iTrip LLC, Agent or the owner of the Unit shall be responsible for any direct, indirect, consequential or incidental damages arising out of or relating to this Agreement. The use of the Unit is at Guest's own risk.

### **ADDITIONAL TERMS AND CONDITIONS**

Agent may terminate this Agreement if, in its sole opinion, it is in the best interest of the owner of the Unit.

If any term, covenant or condition of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this 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 Agreement shall be valid and be enforced to the fullest extent of the law.

Guest authorizes Agent to use any and all comments, notes, reviews and guest book entries written by Guest or Guest's family, friends or guests in Agent's marketing, social media posts, online reviews and other communications.

**Please remember that you are renting a private home. NO PARTIES, EVENTS or PERFORMING ARTISTS OR BANDS ARE ALLOWED. You may not exceed the maximum occupancy of the Unit or exceed the parking limit at the Unit at any time - day or night. These are cause for immediate 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.**

**CREDIT CARD AUTHORIZATION:**

In the event that Guest's reservation is selected for additional security checks, then the Guest 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 Guest's reservation being cancelled.

Guest understands and hereby consents to the use of the credit card provided without original signature on the charge slip for both the initial deposit (which is due at time of booking), the balance due as noted in this Agreement and any additional fees outlined in this Agreement. Agent may process the credit card automatically upon the due date without additional notice to Guest.

Guest understands that by "clicking" the Guest confirms that Guest has read the terms and conditions of this Agreement. Guest hereby agrees:

1. to be bound by this Agreement.
2. to have electronically signed this Agreement, and
3. that this Credit Card Authorization cannot be revoked and will not terminate until 90 days after Unit is vacated by Guest. Charges may include, but are not limited to,; unauthorized long distance telephone, cable, satellite TV or internet charges, pet damage, shipping charges, additional cleaning fees, 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 Guest, 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 Guest's reservation.