

HHI Vacation Rentals LLC

Affordable Comfort at South Carolina's Coast

Rental Agreement (Rev 2017-01-01)

Contents of this document detail the binding terms of agreement between guest (renter) and HHI Vacation Rentals LLC (rentee) that will be considered effective once agreement has been established and renter payment is provided towards an accommodations rental for a property managed by HHI Vacation Rentals LLC. A copy of this rental agreement will be provided by the Rentee to the Renter who in turn, shall provide acknowledgement and agreement of all terms prior to a request being considered a booked reservation. Any exceptions to these terms must be agreed upon by both Renter and Rentee and confirmed with detail in written format.

Occupancy Policies

Reservations are limited to individuals, minimum age of 25 years. This same person must be present at the property for the entire duration of the scheduled stay.

The maximum number of guests staying/sleeping in this condo is four adults –or- five persons total.

Any parties or receptions of persons exceeding eight (8) are not allowed without a written approval from HHI Vacation Rentals LLC.

No pets are allowed on the condo property at any time. Unauthorized entry of a pet in this condo will result in automatic forfeit of the renter's security deposit. Proof of unauthorized entry by a pet will be determined by combination of odor, observed pet hair and/or witness by neighbors.

No smoking is allowed in any indoor areas of the condo. A \$400.00 air purification and cleaning fee will be charged if this non-smoking rule is violated.

All guests shall behave in a civilized manner and shall be good neighbors, respecting the rights of the surrounding property owners. The Tenants shall not create noise or disturbances likely to disturb or annoy the surrounding property guests and owners.

All occupants shall adhere to rules posted by the Palmetto Dunes and St. Andrews Common HOA's

Failure to comply with these policies may result in police assisted eviction with zero refund.

Rates, Taxes & Fees

Published rates do not include the taxes and fees required by state and local authorities. These taxes and fees currently amount to 10%. This is the rate which will be added to the sum of amounts related to accommodation and services that have been specifically agreed to by the renter. Security deposits will not be considered taxable.

Additional fees assessed for specific situations are described in other sections of this agreement (i.e. security deposit, pet fee, damages, etc.).

Deposits and Payments

Payments for booked reservations are typically requested in multiple payments.

The first payment will include the security deposit and any applicable booking fee that is levied by the booking website. The amount of security deposit will be stated in a quotation that is to be provided prior to securing a reservation. This amount must be received prior to the reservation request being considered as "booked". Although a requested reservation may be held for up to 48 hours without receipt of deposit funds, HHI Vacation Rentals LLC reserves the right to accept other paid offers up until deposit funds are received.

For advanced booking of stays longer than twenty-eight (28) days, a second payment will be required no later than ninety (90) days prior to the stay. This amount due at this time will be equal to 25% of the total rental fees.

A final payment is due within thirty (30) days of scheduled check-in. This amount will be the balance owed on the final total minus all previous payments.

All payments are to be made using U.S. funds via credit card or a bank issued check. No cash payments will be accepted. A \$35.00 fee will be charged for all returned checks.

All funds specifically received as security deposit will remain in a segregated reserve account. Any interest earned while being held will become the property of HHI Vacation Rentals LLC. Security deposit funds shall be settled within seven (7) days following the scheduled check-out. All settlements will be documented and sent in written format. Any amount of the security deposit that is withheld during settlement will be detailed in writing with reason and associated amounts. Renters will be provided thirty (30) days from notification of settlement to dispute an amount withheld from return. After this period of time, funds will become property of HHI Vacation Rentals LLC.

Cancellations and Refunds

Cancellations may be initiated by phone, email or in person. However, all cancellations must be confirmed in writing using similar mode that was used to book the reservation. All cancellations are subject to penalties as defined below.

Cancellations made within 24 hours of the reservation booking will be considered 100% refundable.

Cancellations beyond 24 hours of the original reservation are subject to the following cancellation fees:

- Cancellation notice within 24 hours of the scheduled start of a reservation, including no-shows:
→ Cancellation fee = All payments will be forfeited (100% non-refundable)
- Cancellation notice within 7 days of the scheduled start of a reservation:
→ Cancellation fee=Security deposit plus 50% of rental fees
- Cancellation notice within 30 days to the start of a reservation with scheduled stay duration less than 28 days:
→ Cancellation fee=Security deposit
- Cancellation notice within 30 days to the start of a reservation for a scheduled stay duration longer than 28 days:
→ Cancellation fee=Security deposit plus 25% of rental fees
- Cancellation notice within 60 days to the start of a reservation for a scheduled stay duration longer than 28 days:
→ Cancellation fee=Security deposit plus 15% of rental fees.

No refunds will be provided for late arrivals or early departures.

No refunds will be provided for general weather concerns. However, in the case of an official hurricane warning that is issued by the National Weather Service within 48 hours of planned arrival, a full refund will be provided. Hurricane warnings issued during the stay will be partially refunded based on number of days affected.

No refunds will be provided until all payments posted to their account have cleared the bank and are not in dispute.

Check-in

Detailed check-in instructions will be provided by means of a Welcome letter. This letter will be sent via email within seven (7) days of final payment being received.

It is our intent to allow check-in no later than 4:00 PM on the date of first scheduled night of stay. However, it is known to occur occasionally during peak season where the condo may not be ready until later in the day. This is typically caused by extraneous circumstances as related to preparatory activities that must occur between guest stays.

Plantation Access & Parking

Car passes are required for all vehicles entering the Palmetto Dunes (PD) plantation and St. Andrews Common (SAC) condominium property. One car pass will be issued free of charge per reservation. Additional passes are available and may be purchased at the Palmetto Dunes Guest Pass office.

Trailers, motor homes and/or recreational vehicles are prohibited on PD & SAC properties.

Condo Supplies and Equipment

This condo is equipped to allow for basic needs and enjoyment of our guests during their vacation stay. Supplies, equipment and amenities as posted on our reservation websites are current and accurate to the best of our knowledge.

HHI Vacation Rentals LLC will not be held responsible for closures of St Andrews / Palmetto Dunes property amenities such as pool, beach house, etc. In addition, the rental rate will not be adjusted nor will refunds be issued due to any malfunction of equipment, which includes internet, phone, cable/dish reception, TV's, DVD's, air conditioning units, hot water tanks, stoves, appliances, pools, etc.

Bedding and bath towels will be provided appropriately for the number of guests stated in the reservation. Beach towels are not provided and as such, condo linens are not to be used in this capacity or any others outside of their intended use.

Check-out

Unless otherwise agreed upon, check-out time is at 10am on the morning following the last paid/reserved night of stay.

The Tenants shall vacate the premises at the expiration time and date of this agreement. The Tenants waive all rights to process if they fail to vacate the premises upon termination of the rental period.

Although we will thoroughly cooperate to retrieve and make arrangements for return of items, HHI Vacation Rentals LLC will not be responsible for items left behind after check-out.

Damages and excessive cleanliness issues

The premises shall be cleaned and inspected upon your departure. Funds secured by the security deposit will be charged for additional cleaning if the home or condo, linens and/or carpet are found to be excessively dirty.

Additionally, security deposit funds may be withheld to cover significant damages or broken and missing items that occur during your stay. This deposit shall be withheld from refund to cover the potential cost of any damages to the rental property and its furnishings as caused by the assigned tenant and/or their guests. HHI Vacation Rentals LLC shall reserve the right to use all or part of the security deposit to repair damages caused in the period of occupancy by the assigned tenant. In the case where the damage amount exceeds the amount of the deposit, the assigned renter shall remain liable for any balance.

In case of abuse and malicious damage to rental property, guest will reimburse HHI Vacation Rentals LLC and/or owner the amount of all damage including legal and attorney's fees, if warranted.

Any significant damage found upon check-in should be promptly reported to HHI Vacation Rentals LLC. Similarly, any known damage occurring to the property or its contents during your stay should also be reported to HHI Vacation Rentals LLC.

Refund of any applicable security deposit funds will occur only following a thorough inspection of the premises as conducted by owners and/or their designee.

Owners right to enter property

HHI Vacation Rentals LLC reserves the right to inspect the premises without prior notice at any time in order to enforce the terms of this agreement. Should the Tenants violate any of the terms of this agreement, the rental period shall be terminated immediately without refund.

HHI Vacation Rentals LLC or their designee reserves the right to enter the property at a reasonable time for purpose of repairs, pest control services and other necessary services that are not able to be scheduled during times of vacancy. The guest will be notified in advance of said service by at least 24 hours, unless not possible for cases regarding services that require immediate attention.

Indemnification

HHI Vacation Rentals LLC will not be held liable for any accident or injury that may occur to you or your party or your property during your occupancy in or on the property.

It is the Renter's responsibility to ensure that the property is locked up and secure.

HHI Vacation Rentals LLC will not be responsible, liable or accountable for thefts including break ins.

HHI Vacation Rentals LLC will not be held responsible for events beyond our control, e.g. inclement weather, traffic delays, maintenance issues.

This agreement shall be deemed to have been executed in the state of South Carolina, governed by and construed in accordance with the laws of South Carolina. Venue for the purpose of any action or proceeding brought by either party under this agreement will be the courts of Beaufort County, South Carolina.