



Residential Rental Agreement

This Rental Agreement made on this _____ day of _____, 200__ between **William McKown** (Landlord), and _____ (Tenant).

1. **LANDLORD TENANT ACT:** This rental agreement is governed by the South Carolina Residential Landlord Tenant Act.
2. **LOCATION:** _____
3. **TERMS:** This rental agreement shall commence on _____, 200__ at 3:00 o'clock p.m. and continue until _____, 200__ at 10:00 o'clock a.m.
4. **RENT:** Tenant agrees to pay Landlord rent of \$ _____ per week + tax (12%). **Payment shall be received 90 days prior to occupancy.**
5. **SUBLEASE:** Tenant may not assign or sublet said premises without the written consent of Landlord.
6. **UTILITIES:** Tenant will be responsible for any long distance or collect phone calls. Tenant shall reimburse Landlord for electric bills in excess of \$100.00.
7. **TENANTS OBLIGATIONS:** Tenant shall keep the dwelling reasonably clean while occupying said property and shall pay a departure maid service cleaning fee of \$150.00*. Tenants understand that smoking, illegal drug use or drug paraphernalia of any kind is not allowed in the home. Tenants found violating this obligation will be evicted immediately and without notice and shall have no recourse for action of refund or compensation and are subject to any legal consequences as allowed by law. (**Departure maid service fee may be waived only if tenants will leave the home in as clean a condition as home was upon arrival by removing all trash from home upon departure, clean all dirty dishes, make all beds, etc. Clean up crew will inspect and detail home after tenants' departure. Tenant must receive approval for waiver of departure maid service fee prior to arrival. Failure to do so will result in a charge to the credit card held on file for the amount of the departure maid service fee.*)
8. **INSURANCE:** Tenant shall be responsible for insuring her or his personal possessions against fire, theft, and other catastrophes.
9. **RIGHT TO ACCESS:** Tenant shall allow Landlord to enter dwelling in order to inspect premises, make necessary repairs, alterations, or improvements; supply necessary services; or exhibit the dwelling to prospective or actual purchasers, mortgagees, tenants, workman, or contractors. Landlord shall make every effort to give at least 24 hour notice whenever possible.
10. **SECURITY DEPOSIT:** Tenant agrees to deposit with Landlord a security deposit of \$ _____ which, will be held for faithful performance by the Tenant of all terms and conditions herein. **This amount will be deducted from the remaining balance. However the security deposit is non-refundable upon default of this agreement.**
11. **PETS:** Tenant shall NOT be permitted to keep any pets on said premises during tenancy.
12. **HOUSE PARTIES:** Strictly Prohibited.
13. **Qualify:** You must be at least 25 years old to rent this property. You must also have a credit card for check-in.
14. **Cancellation Policy:** Confirmed reservations are nontransferable and non refundable. Requesting to change/transfer a reservation to another home, or date, is a cancellation of the current reservation. The Tenant shall not assign this agreement or sublet the property in whole or in part. In the event McKown Properties is unable to deliver property to Tenant under this agreement because of fire, eminent domain or act of nature, or if the property is sold, removed from rental program, unavailable because of delay in construction, lack of water, sewer, services or any other reason beyond McKown Properties' control, Tenant hereby agrees that McKown Properties, sole liability as a result of any of these conditions is the full refund of all considerations previously tendered by the Tenant pursuant to the terms of this agreement. Tenant expressly acknowledges that in no event shall McKown Properties be held liable for any consequential or secondary damages, including but not limited to any expenses as a result of travel, cost of re-renting, etc

Tenant

Witness

Tenant

Witness

By initialing I affirm that I acknowledge and agree to the terms and conditions set forth herein.

_____ Tenant Initials

_____ Tenant Initials

McKown Properties

Premier Vacation Homes

Welcome to the Beach!

When you arrive at the beach, please stop by our office at 475 Sandy Lane, Home A, Surfside Beach. There you can check-in and pick up the keys to your house. A credit card will be needed in order for us to get an imprint to hold for a security deposit should damage to the house occur during your stay.

Our office phone number is (843) 238-1507 if you have questions.

Following are a few things you should know to make your stay more pleasant:

Trash pick-up is Monday and Thursday mornings for Ocean Lakes and Wednesday morning for Surfside Beach homes.

If you set the thermostat very low (below 70 degrees) or run the air conditioner with the doors and windows open, the home will freeze, resulting in a very hot house. Service calls due to a frozen home will be deducted from security deposit.

If you are using our cleaning service, please remember that the fee is for basic cleaning. Our cleaning staff should not have to do dishes, empty trash, and make beds. Extra cleaning services will result in extra charges to the credit card on file.

Unless specifically included in your contract, *linens are not included* in the basic rental. If you need to rent linens you should schedule your linen service at least two weeks before you arrive.

Someone may be at the home when you check-out, if not, please lock all doors and leave keys on the counter. Please remember leave ALL keys or you may be assessed for new locks. For your safety, we do not want extra keys in circulation.

If you wish to reserve another week, please let us know of your plans as soon as possible. We give preference to Tenants who have previously stayed with us. Thank you for your cooperation. We hope you have a wonderful visit and come back to stay with us again.

Enjoy the Beach!

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Advance Deposit: A 10% deposit is required within 5 calendar days of making your reservation, in order to reserve the house requested. The remaining balance is due ninety (90) days prior to occupancy. If your deposit is not received within 5 calendar days your reservation will be cancelled without notice.

Method of Payment: We will accept cash, traveler's checks, certified checks, cashiers checks, and money orders. No personal checks will be accepted less than 30 days in advance of your arrival date. **Absolutely no personal checks accepted at check in or on last minute reservations.** International reservations must be paid in U.S. funds by money order or cashiers check payable at a U.S. bank.

Check-In Time: Check-In time is between 3:00 pm and 5:00 pm on your date of arrival. McKown Properties makes every effort to ensure that all homes are clean and ready for occupancy, however in some instances it may be necessary to delay occupancy until it is ready. We do not make rate adjustments / refunds / rebates for such late occupancy. Please go directly to the office located at 475 Sandy Lane, Ste. A, Surfside Beach, SC 29575 to pick up two sets of keys which will be released to the person whose name is on the reservation. Please authorize agent (in writing prior to arrival) to release your keys to another party member if you cannot be present at check-in time. If you are arriving after 5:00 pm, you must notify our office before 2:00 p.m. so arrangements can be made for you. Please Note: Keys will not be available for arrivals unless balance is paid in full. Early check-in may be permitted if home has been fully inspected and approved early.

Upon Arrival: Please inspect the property thoroughly upon arrival for cleanliness, confirm appliances are in working order and no damages are present. **Report any damages / request for service immediately. All damage reports and additional services must be requested within one hour of your arrival, or we will assume you found your home in acceptable condition.** Though we do not make rate adjustments, rebates, or refunds, we do make every effort to meet your satisfaction. Tenant assumes all responsibility / liability for damages in home not reported upon arrival.

Maintenance and Repairs: Every effort is made to keep each property and its equipment in good working order. Please report any inoperative equipment or maintenance problems to our office immediately. We will make every reasonable effort to have the repairs made as soon as possible. No rate adjustments, rebates or refunds will be issued for any mechanical failure of air conditioning, heater, refrigerator, dishwasher, oven, range, disposal, washer, dryer, televisions, VCR's, or other appliances, or delays due to receiving parts needed for repairs, or delays in service due to service utility companies. Please Note: Selected services requested may be handled the following day. The Agent or Maintenance Staff may enter the home during normal working hours or at any other times in case of an emergency for the purpose of performing necessary repairs or maintenance.

Damages: Accidents can happen easily at any time. Do not wait until departure to inform us. We will replace/ repair damages as quickly as possible for your convenience throughout the duration of your stay. Tenant assumes liability and responsibility for any and all damages to the property or its contents and/or missing items and/or excessive cleaning costs (i.e., carpets, furniture stains, incomplete check-out duties, etc.). Tenant assumes all responsibility / liability for damages in home not reported upon arrival.

Lost Keys: Lost keys should be reported to management immediately. If you request additional keys from manager during office hours to replace the lost keys there will be a \$15.00 charge. There will be a \$25.00 charge if you request our staff to deliver a key to you.

Pets: Rental Agreements with our owners prohibit pets of any kind unless otherwise specifically noted on your Residential Rental Agreement. If pet is allowed there is a pet deposit of \$200.00 that is required. This deposit is non-refundable.

Telephones: There will be a \$5.00 per call charge for any long distance calls charged to the owner's personal telephone number in addition to long distance charges.

Fireworks/Grills: Fireworks are prohibited. No grilling on beaches, decks, walkways, or under home.

Owners Personal Closets/ Storage Areas: Each home has at least one locked closet/storage area, which is unavailable to the Tenants. These areas are not included with your rental.

Cancellation Policy: Confirmed reservations are nontransferable and non refundable. Requesting to change/transfer a reservation to another home, or date, is a cancellation of the current reservation. No refunds are issued for early departures. In the case of a "No Show" the reservation will be considered a cancellation and is nontransferable and non refundable. No refund on cancellations, regardless of reason (including inclement weather, illness, death, economic factors, etc.) as we have a strict No Refund Policy. To help protect your vacation investment, McKown Properties recommends the purchase of Vacation Protection Insurance on all reservations. The Tenant shall not assign this agreement or sublet the property in whole or in part. In the event Agent or Owner is unable to deliver property to Tenant under this agreement because of fire, eminent domain or act of nature, or if the property is sold, removed from rental program, unavailable because of delay in construction, lack of water, sewer, services or any other reason beyond

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Agent's control, Tenant hereby agrees that Agent, and Owner's sole liability as a result of any of these conditions is the full refund of all considerations previously tendered by the Tenant pursuant to the terms of this agreement. Tenant expressly acknowledges that in no event shall Agent or Owner be held liable for any consequential or secondary damages, including but not limited to any expenses as a result of travel, cost of re-renting, etc.

Home for Sale: In the event the property you are renting is for sale, we may find the need to show the property during your stay at your convenience. You will be contacted in advance to make an appointment.

Preparing For Departure: Upon check-out, Tenants are responsible for removing any food items from the refrigerator and cabinets. Also, loading and starting the dishwasher, and removing trash from the premises. Please close all blinds, drapes and windows, lock all doors, turn out all lights, and leave all keys on the kitchen counter inside the property. If linen delivery was requested, please count and return all linens to original container and place inside entryway door.

Check-Out Time: Check-Out time is 10:00 am. Current Tenants have the first right to reserve their current property and week in the following year until departure. Please make all tentative reservations for the following year prior to check-out. Our cleaning staff depends upon your timely departure so they can prepare for the next scheduled arrivals. Tenant will be charged \$25.00 per hour for late departure.

Left Items: Must be reported within 24 hours of departure. We will make every effort to locate lost items. McKown Properties is not responsible for any personal items being left behind. If you request us to pick up and mail personal items to you, if found, they will be mailed C.O.D. plus a \$25.00 handling fee.

Inclement Weather: No refunds will be issued due to inclement weather. In the unlikely event of a hurricane, should the Governor of South Carolina mandate an interruption of your stay, days which mandatory evacuation are required, a prorated portion of your occupancy will be refunded within 30 days. No refunds will be issued for voluntary evacuation.

Construction: New construction of accommodations/attractions and beach re-nourishment occur periodically in our resort area. As McKown Properties has no control over the construction schedules, we do not make rate adjustments or rebates for inconvenience due to construction, road repair, etc.

Tax: Tax rates may change without notice, as of printing the current tax rate is 12%.

Printing Errors: Although every precaution is taken, errors in prices and descriptions do occur periodically. McKown Properties is not responsible for errors/omissions. We reserve the right to correct such errors. All rental rates, furnishings, and equipment are subject to change without notice.

Amenities: Although the amenities listed on our website are available with the home there are additional fees if you order the pool to be heated, linens, departure maid service, gas grill or *golf cart (**Ocean Lakes only*). The charge for the pool heater may vary. Please contact us in advance if you would like to have the pool heat service, as it takes **24 hours to fully heat pool.**

Parking Passes (*applies to Ocean Lakes Tenants only*): Ocean Lakes requires that every vehicle staying on the premises to obtain parking passes. Parking passes are delivered upon receipt of Express Check-In form obtained from us and included in your Welcome Package. Once the form is fully complete please mail or fax to Ocean Lakes 14 days in advance to receive your passes by mail. Otherwise, you will receive them upon arrival to Ocean Lakes. Fees may vary so please call Ocean Lakes for any questions or concerns. You can also visit their website at www.OceanLakes.com for more details.

Tenant Obligations: Tenants understand that smoking, illegal drug use or drug paraphernalia of **any kind** is not allowed in the home. Tenants found violating this obligation will be evicted immediately and without notice and shall have no recourse for action of refund or compensation and are subject to any legal consequences as allowed by law. Tenants also understand that no "house parties" are allowed during their tenancy. Violation of this obligation shall result in immediate eviction without notice with no recourse for action of refund or compensation. Damages to property shall be charged to the credit card on file.

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McKown Properties

Premier Vacation Homes

Customs and Courtesies

ADVANCE TENTATIVE RESERVATIONS: It is suggested reservations be made a year in advance allowing for property selection and availability to be at its highest. Tentative reservations may be made for the following calendar year provided the corresponding date requested has passed in the current calendar. Tentative reservations are made with the understanding that Owners have first choice to their homes, current calendar Tenant(s) have the first option to renew until departure, the rate is subject to change, and reservations must be confirmed with full rental deposits by January 15th of the following year. This fee is non-refundable or transferable. Fee does apply to rental rate.

WEEKLY RESERVATIONS: Begin at 3:00 pm Saturday and end at 10:00 am the following Saturday. Reservations may be made as far as one year in advance. Discounted rates apply for stays in the same property in excess of 1 week. Any deviation from Saturday to Saturday can only be made on a last minute basis and are subject to availability of inventory. Arrival day variations are easier to accommodate during the off-season.

NIGHTLY GETAWAY RESERVATIONS: Getaway reservations require a three (3) night minimum stay. Discounted rates are available for stays in the same property in excess of three (3) nights. Nightly reservations may only be made on a last minute basis and are subject to availability of inventory. Nightly reservations can be reserved closer to arrival.

HOLIDAY AND OFF SEASON RESERVATIONS: Enjoy our off-season discounted rates! Golfing, shopping, coming "Home for the Holidays!"

MONTHLY RESERVATIONS: Winter, monthly reservations extend from November 1 to April (unless interrupted by the Easter holiday season). Call for details regarding winter, monthly stays!

GROUPS: Rental agreements with our Owners prohibit rentals to schools, Church, fraternity, sorority or other non-family groups, chaperoned or un-chaperoned unless all members are 25 years of age or older. Should a group misrepresent itself, or fail to comply, it will be required to vacate premises immediately without any refund for monies paid. Accommodations are strictly limited to the numbers shown. Over crowding will not be permitted. No campers/RV's are permitted. McKown Properties reserves the right to refuse rental refunds, deposits or discontinue occupancy if in the Agent's opinion tenant is detrimental to property.

ACCOMIDATIONS AND FURNISHINGS: Please do not move or rearrange furniture or accessories in the home. Do not take deck furniture to the beach. Should you have specific requirements, we advise personal inspection of the rental home prior to making your reservations.

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