

Kudzu's Cottage

806 West Ashley Avenue

Folly Beach, S.C. 29439

VACATION RENTAL AGREEMENT

Please read and complete this agreement by filling in the blanks carefully: This is a contract between you and the Owner.

Reservations are not guaranteed until owner receives this agreement from you as well as the Deposit, as described below.

This rental agreement, dated _____, 2013 is between:

Owner

and

Renter

Susan Gouinlock

2735 Briarlake Woods Way

Atlanta, GA 30345

(404) 617-1146

westashley806@yahoo.com

www.Kudzurose.com

Name: _____

Mailing address: _____

Email address: _____

Cell phone: _____

Home phone: _____

Work phone: _____

For the premises located at:

The Kudzu Cottage

Ground floor (2 bedroom, 1 bath)

806 West Ashley Avenue

Folly Beach, SC 29439

(the "Property" or the "Premises").

For the period: _____ (day of week), _____, _____, 2013 (include day of the week and calendar date of arrival), to _____ (day of week), _____, _____, 2013 (include day of (the "Rental Period").

Number of people occupying Premises: _____ adults and _____ children

Type and number of pets occupying Premises _____

CHECK-IN TIME is 3:00 P.M. ET and CHECK-OUT TIME is 11:00 A.M. ET.

Definitions

As used in this agreement, "Renter" includes the person signing this agreement and any and all people he or she invites onto the Premises during his or her stay.

Fees

We have a 3 night minimum and we permit pets at no extra fee. If renting in the spring, fall or winter, please email us to see about rates for shorter or for extended stays.

Spring 2013: For stays between March 1 and May 22, the rate is \$150/night and the weekly rate (7 nights) is \$900.

Summer 2013: For stays between May 23 and September 6, the rate is \$175/night and the weekly rate (7 nights) is \$1,100.

Fall 2013: For stays between September 7 and November 22, the rate is \$150/night and the weekly rate (7 nights) is \$900. For Thanksgiving (November 23 - December 1), the rate is \$175/night and the weekly rate (7 nights) is \$1,100.

Winter 2013 - 2014: For stays between December 2 and February 28, 2014 (excluding December 21, 2013 - January 1, 2014), the rate is \$125/night and the weekly rate is \$700. For stays between December 21 through January 1, the rate is \$175/night and the weekly rate is \$1,100.

Regardless of the time of year, the cleaning fee is \$80.00 and the refundable security/damage deposit is \$100.

House Rules

1. Enjoy yourself!
2. Maximum occupancy: 5
3. Pets are allowed. Dogs should be kept off the furniture to keep furniture as clean as possible.

4. Pet Clean Up: Renter is responsible for picking up and disposing of pet refuse (commonly known as "poop") as soon as such refuse is deposited anywhere on the Property or elsewhere on Folly Beach. Disposal includes placing it in a proper garbage receptacle.
5. Smoking is not allowed in the house.
6. No house parties are permitted. This rule is intended to keep the number of people in the house to that specified in the rental agreement. If you have a few guests over for a limited time, that is not a problem. Disturbing the neighbors, other renters or overloading the house is a big problem.
7. The Grill. The grill behind the house is for the use of all Renters. Do not bring it inside. No grilling on porches is permitted.
8. Laundry. The laundry room is shared by the upstairs unit and the downstairs unit. Please limit use of washer and dryer to respect others' needs and to conserve water.
9. Septic System. The Property is on a septic system (as is almost all of Folly Beach). Please do your best to keep sand out of the septic system by hosing off feet, sandy children and pets before entering the house. Also, please do not waste water or put too much paper in the toilet, as septic systems do not respond well to either.
10. Trash. Take out the trash on Sunday and Wednesday nights for pick up Monday and Thursday mornings early, 7:00 AM. The trash goes into the big green can at the street.
11. Recycling. Recycle all glass, plastic and aluminum! For convenience, store your recyclables in the bin in the laundry room and then empty it into the big blue bin at the street Tuesday night for pick up Wednesday morning. There is more recycling information in the House Rules posted in the kitchen.
12. **CHECKING OUT**. **Before you leave**, wash any dishes you have used. If you leave them dirty, the cleaning service will wash them and charge me and then I will have to charge you. Turn off all lights; take the trash down to the can at the street; take the recycling out to the street and bring the bin back into the laundry room; please leave a note in the guest book; put any furniture or bed linens you have moved from one room to another back to the place they were in when you arrived; and put the key back in the lock box for the cleaning service and the next Renter.

Possible Eviction for Material Violation of House Rules and Improper Conduct

In the event that occupancy exceeds the number above, a house party takes place, there is smoking in the house or grilling on covered porch is identified on the Premises during the Rental Period, or if in Owner's sole discretion Owner deems Renter's conduct on the Premises inappropriate or dangerous to person or property, owner shall have the right to ask Renter to leave the premises immediately with no refund of monies paid.

Maintenance Issues

Renter must notify owner immediately if a maintenance problem develops at the rental property so that it can be remedied as quickly as possible. Owner reserves the right to enter the Premises to determine whether repairs are necessary and to make repairs with reasonable notice to Renter, or without notice to Renter if Renter cannot be reached. If you don't tell us about a problem, we can't address it for you, so call! (404) 617-1146.

Security Deposit Policy

The security deposit is refundable within 10 days after checkout, if the Premises and property is not damaged and all contents are in place when Renter leaves. If furniture slipcovers or bed linens must be cleaned due to Renter's use thereof, additional cleaning fees will be charged by the cleaning service. Those additional fees will be passed on the Renter by Owner via deduction for the security deposit. Costs to repair or replace damaged property may be deducted from the security deposit.

Linens

Bed linens and bath towels for five (5) people will be made available upon request for the Rental Period for a \$55.00 fee. If Renter does not request this linen service, Renter must supply his or her own sheets and bath towels. In any event, Renter needs to bring his or her own beach towels.

Cancellation Policy

If Renter desires to cancel his reservation, he must notify owner as soon as possible. Owner will remove the reservation from owner's website and make the Property available for rent again. If owner re-rents the Property, Renter's rental and security deposits will be refunded, less a \$50 administration fee. If owner cannot re-rent Renter's Rental

Period, Renter forfeits the rental deposit but will be refunded his cleaning fee and security deposit in full.

Disclaimer of Responsibility for Renter's Personal Property

Renter agrees that Owner shall not be responsible for damage or loss to Renter's personal property during the Rental Period.

Waiver of Claims Against Owner

Renter hereby waives any and all claims and causes of action he or she has, might or will have against Owner or the Premises related to this Agreement and/or Renter's use of the Premises, including but not limited loss, damage, injury or death to Renter at the Premises or while Renter is using bicycles or other equipment or personal property provided by Owner pursuant to this Agreement.

Indemnification by Renter

Renter agrees to indemnify and hold harmless owner from any and all claims against owner or the property arising from Renter's, his pets' or his guests' acts or omissions during the rental Period, including but not limited to injury or damage to persons or property caused by pets brought to the Premises. Renter agrees to supervise his or her guests' activities, taking proper precautions in the ocean and in the sun.

No Assignment or Subletting

This vacation rental agreement may not be assigned or the premises sublet without written consent of the owner.

Fee Calculator (use rates from page 2)

1. Total Rent for _____, 2013 to _____, _____, 2013:

-If renting less than 7 nights: \$ ____/night x ____ nights = \$ _____

-If renting for 7 nights, use weekly rate = \$ _____

2. Cleaning Fee \$ 80

3. Security Deposit: \$ 100

(note the possibility of a deduction for the need to clean slipcovers or bedspreads and pillows, described above on page 3)

4. Optional Linen Service: \$ _____ (Add \$55 here if requesting linen service)

Total Due (Add Rent + Cleaning fee + Security Deposit + linens if opting for that service)
\$ _____

Deposit to reserve dates (1/2 of **Total Due**) = \$ _____

Balance Due (1/2 of Total Due) payable 4 weeks before arrival \$ _____

The **Balance Due** must be paid 4 weeks prior to Renter's arrival.

Payments may be made by PayPal at www.kudzurose.com or by check payable to Susan Gouinlock and mailed to Susan Gouinlock at 2735 Briarlake Woods Way, Atlanta, GA 30345.

Keys

Owner will provide lock box code on premises to Renter after the Balance Due has been received. Renter shall return keys to lock box at departure.

Sending Completed Form to Owner Signifies Agreement

Please fill in your name and the date below. Filling in your name and then either emailing or mailing this agreement to Owner signifies your agreement to the terms and conditions of this contract.

Renter: _____ **Date:** _____