

CAROLINA ONE VACATION RENTALS
GUEST LICENSE AGREEMENT
Folly Beach

Thank you for choosing Carolina One Vacation Rentals for your family vacation! The Guest License document below is required to be signed and returned within three (3) days of booking your reservation. You may fax or email return this signed license agreement to the fax number or email address located at the bottom of this form.

AGREEMENT

This Agreement shall be interpreted and enforced according to the laws of the State of South Carolina. The invalidity or unenforceability of anyone or more provisions of this Agreement shall in no way affect any other provisions. This Agreement may not be transferred or assigned.

OWNERSHIP

The property is privately owned with Carolina One Vacation Rentals acting solely as AGENT for the OWNER. The GUEST acknowledges he is a licensee of the OWNER and not a tenant and is not acquiring any interest in the property. Properties reflect the owner's personal style in furnishings and decor.

PAYMENT

A rental deposit of 50% of the total price is due on the date that the reservation is made. The balance is due to be paid in full sixty (60) days prior to GUEST check-in date. Reservations made less than sixty (60) days prior to the arrival date must be paid in full at the time of booking. We accept MasterCard, VISA, Discover Card and American Express as forms of credit card payment. Other forms of acceptable payment include checks and money orders payable to the AGENT. A \$50.00 returned check fee would be assessed to the reservation if a GUEST'S check should be returned for any reason. Should the AGENT not receive the final balance by this due date, the GUEST authorizes the AGENT to automatically charge the balance due on the reservation to the GUEST's credit card on file on the balance due date. Regardless of payment method used, a valid credit card must be submitted to be kept on file for incidentals. GUEST authorizes Carolina One Vacation Rentals to place payments in an interest-bearing account in an insured South Carolina bank and understands that the interest earned shall be retained by Carolina One Vacation Rentals.

Checks or money orders for the first 50% deposit MUST be received within 3 days of booking, if booking outside of sixty (60) days prior to the guest's check-in date. If sending a check or money order for payments within sixty (60) days of the guest's check-in date, it MUST be sent overnight to our office. Check and money order payments cannot be received within thirty (30) days of GUEST's reservation arrival date.

For Folly Beach reservation payments via check or money order, please mail to: Carolina One Vacation Rentals, 717 Folly Road, Charleston, SC 29412.

CANCELLATIONS

ALL GUEST CANCELLATIONS MUST BE IN WRITING via letter or email. To protect all parties, the AGENT has a strictly enforced policy for cancellations.

Cancellation requests received more than sixty (60) days prior to the reservation arrival date are able to cancel penalty free. GUEST cancellations submitted within sixty (60) days and outside of thirty (30) days

of the reservation arrival date are subject to a cancellation fee of 50% of the total reservation cost. GUEST cancellations submitted within thirty (30) days of the reservation arrival date would result in the forfeiture of all payments made unless the property is re-rented and confirmed at the same rate for each night of the canceled dates. Refunds of re-rented nights will not be determined until after the departure date of the original reservation. In the event of re-rental, a cancellation fee of 10% of the full amount of the initial rental will be assessed. Changing a confirmed reservation in any way within sixty (60) days of arrival, such as changes to arrival dates, departure dates, or property address are considered a cancellation, and the same terms apply. Refunds will not be given for inclement weather, state of emergency, pandemics, travel bans, illnesses, injuries, deaths, road or airport closings, late arrivals, or early departures. Should a mandatory evacuation or island closure be issued by the South Carolina state or local authorities for your rental location, or your rental property is deemed uninhabitable by local authorities or AGENT, guests will be contacted and options for their stay will be assessed and presented on a case-by-case basis. Reservations made through third party booking sites may be subject to a different cancellation policy declared to GUEST prior to or upon booking online. **Purchasing travel insurance for your reservation is strongly recommended in order to have the best chance for a refund due to unforeseen circumstances.**

TRAVEL INSURANCE

It is strongly recommended that you purchase travel insurance to protect against unforeseen occurrences that may result in loss of rental. Travel insurance protects you from losses you may incur because of unforeseen circumstances, such as illness, injuries, or Acts of God such as mandatory hurricane evacuations, and the like. There are 2 options you may choose from for travel insurance that we offer through Rental Guardian Play Travel Protection. Standard Travel Insurance must be purchased before 30 days prior to GUEST's arrival date or by final payment, whichever comes first, for 7% of the trip cost. Cancel For Any Reason Travel Insurance must be purchased within 14 days of initial booking for 10.8% of the trip cost. New reservations to arrive within 30 days, may purchase the insurance at the time of booking only. Travel insurance is non-refundable after purchase. We recommend that you purchase this travel insurance. Please refer specific policy and coverage questions to 888-885-5550, support@rentalguardian.com, or visit their website at <https://playtravelprotection.com/>

RATES

Rates are subject to change until a reservation has been paid for and confirmed. Errors in pricing and descriptions rarely occur and GUEST will be notified in any event of error. If in the opinion of AGENT, the error substantially changes the terms of this Agreement, GUEST may cancel the reservation within three (3) business days after receiving such notification and GUEST will receive a full refund. We reserve the right to make corrections, additions, deletions, and changes in the rates and descriptions at any time without notice. Should the accommodation become unavailable due to reasons beyond control, AGENT will provide alternative accommodation if available, and will notify GUEST of the alternate property options available. Should the guest deem the alternate properties unacceptable, a full refund of the deposits paid will be returned to GUEST. Taxes and fees may not be included in the quoted rates.

TAXES AND FEES

Tax rates are calculated and added to the reservation according to the state sales tax, state and local accommodation taxes and fees, and local laws enforced at the time of this agreement. Such taxes and fees are subject to change without notice. GUEST is responsible for any increase in tax which may occur prior to arrival.

DAMAGES

As a GUEST of Carolina One Vacation Rentals, your rental rate includes a damage waiver benefit. The damage waiver is limited to a maximum of \$1500.00 damage payment, per stay, and terminates upon departure/check out. The damage waiver does not cover intentional acts that may cause damage or any deliberate violation of stated rental agreement policy. Any cost of the damage waiver benefit is non-refundable. All damages MUST be reported promptly to the AGENT who will determine the extent of repairs necessary. If damage is not reported prior to departure, the damage waiver is void.

GUEST agrees to indemnify the Owner and AGENT for any damages caused by their carelessness and negligence including, but not limited to: damaged property, missing accessories, and missing or damaged linens. AGENT has full authority from the Owner to collect for damages at AGENT's discretion. Credit card damage deposits are not actually charged unless damages occur and/or excessive cleaning is required. In the event of charged damages, invoices and credit card receipts will be emailed and/or mailed. AGENT requires that a valid credit card be presented by GUEST by the time of check-in. This credit card shall be recorded and used for any damages or missing items that are deemed the responsibility of GUEST by AGENT.

OCCUPANCY

GUEST will restrict occupancy to the stated limit for the reserved property at all times, regardless of visiting or sleeping. Maximum occupancy of a home shall not be exceeded. Group sizes within the maximum occupancy limit do not reduce or increase the rental rate. Occupancy is set with a maximum of two (2) people per bedroom plus two (2), dependent on the bedding arrangements furnished by the OWNER. Occupancy, use of the premises and common areas shall not disturb or offend other guests or residents. AGENT has the right to terminate this Agreement and evict disruptive guests without a refund. Moving furniture and wall hangings is not allowed. Please choose a property large enough to accommodate all members of your group comfortably.

You MUST be 25 years or older to rent property from Carolina One Vacation Rentals. Persons under 25 years of age must be accompanied by an adult, parent, or guardian at all times on the property during their stay. Any reservations obtained under false pretense will be subject to forfeiture of payments and be denied check-in or subject to eviction.

GROUPS

AGENT is a family vacation rental company and does NOT allow any type of parties or groups including, but not limited to, weddings, receptions, or meetings allowed in properties under any circumstances. When found, all monies will be forfeited, and guests will be asked to vacate the property immediately. Properties identified as "event homes" are exempt from this clause as long as the nature of the event has been thoroughly discussed with management staff and applicable event fee has been paid. Failure to disclose that an event will be held at an "event home" will result in eviction. All events must follow the City Ordinances for events on private property.

NOISE ORDINANCES

Folly Beach has strict noise ordinance policies to preserve the quality of life on the island. Guests agree to be considerate of all neighbors. See City of Folly Beach ordinances for policy details and restrictions. Any guest that receives a citation, warning or ticket for violation of the noise ordinance is subject to a fine of a minimum \$500 and up to \$1,000. Guests in violation will face possible eviction, forfeiting all money paid and be required to leave the property immediately.

Select properties have noise sensors placed around the property to monitor decibel levels. These sensors do not record noise or sound, only decibel levels. If consistent noise in any area on the property reaches above the allowable noise threshold, GUEST will receive a text message to reduce the noise immediately. If the issue persists, GUEST will be notified a second time by AGENT either via text message or phone call. Grounds for eviction are warranted by AGENT if noise remains above the allowed noise threshold after 2 notifications. If noise sensors are tampered with, taken down, or damaged, GUEST will be liable and charged for damages.

CHECK IN & CHECK OUT

GUEST acknowledges and understands that **CHECK-IN is no earlier than 4:00 PM** and **CHECK OUT is no later than 10:00 AM**. If GUEST enters the property prior to the 4:00 PM check-in time, or GUEST's departure is later than 10:00 AM, penalties will be assessed. There will be no refund for early departures for any reason, weather-related, or otherwise. Upon departure, guests are asked to load and start the dishwasher and replace all furnishings to their original location. **Arrival Instructions will be emailed to GUEST 7 days prior to the reservation arrival date.**

In the event that an arrival time prior to the designated 4:00 PM check-in time or after the 10:00 AM check out time is granted by AGENT, all rules, policies, and regulations per this Guest License Agreement apply. GUEST cannot hold AGENT or OWNER liable for any injuries, death, or incidents that occur while occupying the property outside of designated occupancy times.

INTERNET

Wireless internet is provided as a convenience only and is not integral to the agreement. No refund of rentals shall be given for outages, content, lack of content, speed, access problems, lack of knowledge of use, or personal references with regard to Internet service.

EMERGENCIES

GUEST agrees that AGENT and/or contractors or employees may enter the premises when AGENT deems it necessary.

MAINTENANCE

AGENT is not responsible for air conditioning or any other appliance that fails to operate properly or for other maintenance issues including, but not limited to, pest control and housekeeping and no refunds will be given. GUEST agrees to notify AGENT as soon as a maintenance problem occurs. Breakdowns and other maintenance issues will be repaired or replaced as quickly as possible. No refunds or compensation will be given.

VEHICLE PARKING LIMITATIONS

The maximum number of vehicles permitted at the residence overnight shall be limited to 1 vehicle per bedroom. Some properties do not provide parking areas for all vehicles per bedroom. Certain Homeowner Associations limit the number of vehicle passes allowed, regardless of the number of bedrooms. GUEST may contact AGENT for specific property parking allotment. GUEST will obey all traffic rules and applicable parking restrictions. AGENT and/or OWNER are not liable for parking and/or traffic tickets issued to guests.

ELECTRIC VEHICLES & CHARGERS

Unless otherwise noted on the individual property listing, chargers for electric vehicles are not provided. It is prohibited to charge electric vehicles from property interiors or run extension cords to the vehicle. If found, a fine will be charged to GUEST's credit card on file.

PETS

NO PETS are allowed in, or on the property, with the exception of properties specifically designated as Pet Friendly, or if the guest has disabilities with the need of a Service Animal. AGENT must be notified if the GUEST will be having pets at a pet friendly property and/or service animal at a property. If pets are found at a Non-Pet Friendly property, not including Service Animals, all monies will be forfeited, and the GUEST will be asked to vacate the property immediately. Pet Friendly properties will require a pet fee to be paid, per pet, as an additional cost on top of the overall rental rate. Pet fees vary per property. Pet fees can be raised or lowered at any time prior to the fee being paid by GUEST. Pet fees are not applicable to Service Animals. Guests are liable for any damages or repairs to the property caused by their pets. Upon check out inspection, if dog feces is found in or on the property, GUEST will be liable for a \$150 fine. By agreeing to the pet policy, the pet owner agrees that the OWNER and AGENT will not be held in any way liable for accident or injury to the pet, or accident or injury caused by the pet to another animal or person. Pet owners are strongly recommended to carry personal pet liability insurance. Undeclared pets found in a pet friendly property, or pets and/or evidence of pets found in a non-pet friendly home will be subject to a fine of twice the pet fee for that property charged to the GUEST.

SMOKING

Smoking is NOT permitted inside any vacation rental properties at any time. If smoke is detected inside the property, applicable cleaning fees will be charged at the guest's expense, to the guest credit card on file.

LINENS

All properties will be stocked with bath towels, hand towels, and washcloths per person based on the stated maximum occupancy of the home. All bed linens, pillows, bathmats, and two kitchen towels will also be provided for the property. All linen and terry are the property of OWNER and must remain at the property. The replacement cost of any missing terry or linen will be charged at GUEST's expense to the credit card on file.

FURNISHINGS & AMENITIES

All homes are privately owned and reflect the individual owner's personal taste. We make every effort to rent only homes with high quality interiors and amenities; however, this standard is subjective. If you have specific requirements, please inquire in advance. Amenities are subject to change without notice due to, but not limited to, misuse of items by previous guests, availability of replacement items, general malfunction and age of item, and unexpected circumstances. All homes are equipped with basic items such as TV, bed linens, towels, and stocked kitchens with a variety cooking utensils, flatware, glassware, silverware, cookware, toaster, blender, microwave, stove, oven, and coffee maker. Each home is provided with a starter amenity kit for the kitchen(s) and all bathrooms.

Starter Kit includes: Each full bathroom with 1 roll of toilet paper, 1 small bar soap, 1 small shampoo, 1 small conditioner, and 1 small lotion bottle provided; each half bathroom with 1 roll of toilet paper and 1 small bar soap; kitchen with 1 roll of paper towels, 1 small dishwashing liquid, 1 sponge, dishwasher detergent packets, and 3 trash bags. It is up to GUEST to replace these items as needed during your stay.

Moving furniture and wall hangings is not allowed. Furnishings and amenities damaged during guest's stay and not reported to the AGENT will be the responsibility of the GUEST and charged accordingly to the guest's credit card on file. Amenities, such as kayaks and bicycles, provided by OWNER have an increased risk of accident and injury; therefore, possibly requiring an additional, separate disclaimer that must be signed and returned to the AGENT prior to GUEST check-in date.

GRILLING

Grilling on Decks, Porches, and Underneath Homes is Strictly Prohibited. Grilling on Decks or Porches is Strictly Prohibited in most condos. Guests MUST use charcoal and gas grills on gravel, paved, or grassy areas that are in open areas, not underneath homes. Grills provided by the owner AND listed as an amenity for the property may be used by the guest at their own risk. Grills that are hard-wired to the gas line of the home are permanently placed by the owner. Hard-wired grills must NOT be moved and may be used by the guest with caution where they stand, if listed as an amenity for the home. OWNER and AGENT are not liable for damages caused by GUEST grilling. GUEST will be charged to the credit card on file for any damages caused by grilling.

ELEVATOR

For properties with elevators listed as an amenity, GUEST agrees to indemnify the Owner for any damages caused by their carelessness and negligence including, but not limited to damages/repairs with the elevator in the home. Any service calls and charges made by GUEST due to operator error, overloading, or negligence will be the responsibility of GUEST including, but not limited to, after-hour calls. If GUEST does not agree with these terms, it is recommended that the elevator be disabled during their stay. Elevators and homes are not ADA Compliant unless specifically labeled as such on the individual property listing. Non-ADA Compliant elevators are an amenity for guest convenience only.

Note: Any provided elevator keys must be returned to AGENT upon check-out. A charge of up to \$100.00 for lost or unreturned keys will be charged to GUEST.

POOLS, SPAS & HOT TUBS

In cases of accommodations with private pools, spas, and/or hot tubs, GUEST agrees to use them at their own risk and to hold neither OWNER nor AGENT from liability. GUEST agrees that the presence of the pool and/or hot tub at the property creates a risk of personal injury or property damage. This risk is heightened as it relates to children. GUEST agrees to accept that risk and agrees to take all reasonable and proper measures to ensure the safety of GUEST, its invitees, agents, or licensees from injury or loss. Individual properties may require a fee to use or heat the pool, spa, and/or hot tub. Fees can be raised or lowered at any time prior to the fee being paid by GUEST. Minimum of 24 hours prior to guest arrival must be given to AGENT if GUEST would like to add pool, spa, or hot tub heat. Pool heat temperatures will vary depending on weather conditions and may still feel cool to GUEST. Pool, spa, and/or hot tub heat is non-refundable once heat is turned on. GUEST is NOT permitted to adjust equipment settings at any time. If settings are found changed by GUEST, GUEST will be charged a fee to credit card the on file. Pools, spas, and hot tubs are on regular cleaning and maintenance schedules. Any additional cleaning charges incurred by request of, or as a result of, GUEST will be the responsibility of GUEST.

COMMUNITY AMENITIES

CONDOS/TOWNHOMES in certain complexes are provided with pool keys, fobs, and/or parking passes to access community pool areas and visitor parking areas. These items will be left in a designated area of the home, in the property for guest use. These items MUST be replaced upon departure to avoid a lost key, fob, or parking pass fee per missing item. GUEST will be charged to credit card on file for any such missing or lost items.

TRASH SERVICE

AGENT offers a twice, weekly trash service year-round. Recycling service is offered for select properties. Please DO NOT ROLL TRASH OR RECYCLING CARTS to curbside, as we provide this service. Local municipalities have strict rules and regulations regarding trash roll out times where fines are incurred to

the property. Fines incurred from GUEST rolling trash or recycling carts to curbside at a property, will be the responsibility of GUEST.

CONSTRUCTION

AGENT and OWNER cannot be, and will not be, held responsible for homes that may be under construction next to or near the rental property. This matter is beyond the control of AGENT and refunds, compensation, or property substitutions cannot be given.

LOST ITEMS

AGENT is not responsible for any personal belongings of GUEST that may become lost, stolen, damaged, or left behind. A \$50.00 retrieval fee will be charged. If found, the items will be returned to GUEST at GUEST'S expense. If the items are left unclaimed for over thirty (30) days, the items will be donated to a local charity by AGENT.

MAIL & DELIVERIES

AGENT is not liable for misplaced, stolen, or lost mail, packages, and/or deliveries GUEST sends to their rental property or one of the AGENT offices. GUEST needs to contact their corresponding rental office prior to shipping or mailing any items for further information and instructions.

INTEREST

In accordance with South Carolina license law, disclosure is hereby given that AGENT escrow account is an interest-bearing account, with the interest being to the benefit of AGENT.

TURTLE REGULATIONS

GUEST agrees to comply with all city regulations in regard to the protection of sea turtles. Any fines or citations issued by the City of Folly Beach as a result of non-compliance by GUEST will be charged to GUEST's credit card on file in a minimum amount of \$500 and is the responsibility of GUEST.

Sea Turtles are an endangered species. Do not interfere with them in any way. No lights are allowed that illuminate the front beach between 10:00 PM and dawn from May 1st to October 31st. Hatchling turtles are disorientated by artificial light. Fill in all holes dug in the sand before you leave the beach. If you see any adult sea turtles or hatchlings, please call 843-588-2433 to report your sighting.

ACKNOWLEDGEMENTS

GUEST agrees to indemnify and hold harmless the Owner and Managing Agent from any liability for damages to person or property of GUEST, its invitees, agents, and licensees.

LOCAL MUNICIPALITIES RULES & ORDINANCES

GUEST acknowledges that they have been provided a copy of the Local Municipality rules and regulations with their guest license agreement, if applicable. AGENT reserves the right to evict any guest that is in violation of any of the rules, ordinances and regulations established by the local municipalities.

We look forward to hosting you and hope you enjoy your time on the beach!

*** I have read, understood, and further agree to the above provisions. I agree and hereby authorize my credit/debit card to be charged for the total stated per the payment terms. I agree that I will be responsible for any fines levied as a result of any family member or guests while I am staying at the property.**

THIS SIGNED GUEST LICENSE AGREEMENT SHOULD BE RETURNED IMMEDIATELY UPON RECEIPT.

YOU MAY SIGN IT ONLINE THROUGH THE PROVIDED EMAIL LINK OR RETURN THE SIGNED PAGE BELOW TO THE CORRESPONDING OFFICE.

GUEST SIGNATURE _____ DATE _____

GUEST PRINTED NAME _____

NUMBER OF GUESTS IN PARTY _____ RESERVATION ID # _____

Contact us with any questions or for assistance.

Thank you for choosing Carolina One Vacation Rentals!

FOLLY BEACH OFFICE

PHONE: 843-588-1212

FAX: 843-202-3142

EMAIL: discoverfolly@carolinaone.com



WEBSITE: www.carolinaonevacationrentals.com