

Rental Agreement

ADDRESS: 288 Masters Court, Kiawah Island, SC, 29455

CHECK-IN TIME is AFTER 4 P.M. EST AND CHECKOUT is 10 A.M. EST. THERE IS NO EARLY OR LATE CHECK-IN OR CHECK-OUT. PLEASE DEPART ON A TIMELY BASIS so the house can be cleaned for the next guests.

This is a NON-SMOKING unit. Smoking and open flames are not permitted. Fireplace may not be used.

PETS are not permitted.

MAXIMUM OCCUPANCY/AGE LIMIT/NO EVENTS – The maximum number of tenants is limited to **twelve (12) persons**. No exceptions. Children under two years of age are not included in the occupancy calculation. The minimum age to rent this home is 25 years of age. GROUP EVENTS ARE NOT PERMITTED including but not limited to parties, weddings, receptions, and meetings.

FURNISHINGS – ALL accommodations are privately owned properties furnished and equipped by the Owner. The Owner will not be responsible for providing additional furnishings or equipment. Certain areas of the Unit are locked for Owner's use and are NOT available to Tenant.

MAINTENANCE – Tenant agrees that Owner or Owners' Agent(s) may enter accommodations at any time for necessary maintenance (Sunny's Pools & Spa services the pool Wednesdays and Saturdays) and/or repair or to re-supply with cleaning supplies.

NO KIAWAH ISLAND GOLF RESORT PRIVILEGES– Tenant is not renting through Kiawah Island Golf Resort (KIGR). Five golf courses are open to the public (The Ocean Course, Osprey Point, Turtle Point, Cougar Point, and Oak Point) as well as the Roy Barth Tennis Center. Fees charged Tenant may be at a higher rate than charged KIGR guests. The Sanctuary Pool, Night Heron Park Pool, West Beach Pool, and the Sandcastle pools are NOT AVAILABLE for your use. You have your own Pool to use.

DAMAGE/RESERVATION DEPOSIT - A \$1000 reservation deposit is required. The deposit automatically converts to a security/damage deposit upon arrival. The deposit is NOT applied toward rent; however, it is FULLY REFUNDABLE within 7 days of departure, provided the following provisions are met.

- No damage is done to unit or its contents, beyond normal wear and tear.
- No charges/fines are incurred due to violations of Town of Kiawah Island rules and regulations, contraband, pets or collection of rents or services rendered during the stay.
- All trash is placed in the green trashcans (located outside by the far garage door unseen from the street), and dirty dishes are placed in the dishwasher and cleaned.
- All keys are left on the kitchen table and unit is left locked.
- All charges accrued during the stay are paid prior to departure.
- NO early check-in or late checkout, unless authorized by Owner. **A FEE OF \$50.00 WILL BE DEDUCTED FROM THE SECURITY DEPOSIT FOR LATE CHECK-OUT DURING THE FIRST HALF-HOUR. AN ADDITIONAL FEE OF \$100.00 WILL BE DEDUCTED AFTER EACH ADDITIONAL HALF-HOUR.** Please note that our cleaning

person simply cannot prepare the house for the next guest unless you check out on time. She will call us if you check out late.

- The Tenant is not evicted by the Owner (or representative of the Owner), the local law enforcement, or the security company employed by Kiawah Island.

CANCELLATIONS: 100% refund for cancellations up to 30 days before check-in. If booked fewer than 30 days before check-in, the following policy applies: Full refund for cancellations made within 48 hours of booking AND at least 14 days before check-in; after that, 50% refund up to 7 days before check-in; no refund after that. Cancellations must be made by 11:59:59 PM on the appropriate day.

KEYS – One key will be provided in the lock box by the front door. The combination will be provided in a separate email or the Airbnb App after a signed rental agreement and payment are received. Another key can be found in the glass bowl on the kitchen counter. **Any lost keys will be subject a fee of \$200 for replacement and will be taken out of the deposit.**

PARKING/GATE PASSES – Parking on all Kiawah Island roadways is not permitted. Owner is allotted 5 parking spaces at the unit (in the garages and the driveway). Security/gate passes are required for the first and second gates and will be ordered by Owner prior to arrival (5 gate passes allowed). Passes are required for transportation through the Main Gate and the second gate (Vanderhorst Gate). The security pass is to be displayed in the lower left corner of the vehicle's windshield at all times.

PROHIBITED VEHICLES - The operation, use, and storage of full-size vans (such as Sprinter, Transit, etc.), RV's, campers, boats, trailers, jet skis, motorcycles, motorized bicycles/scooters, golf carts, segways and similar motorized vehicles ARE NOT PERMITTED on the Island.

POOL – There is no lifeguard on duty. You are completely responsible for the safety of all persons in the pool area. Floats are for Tenant use but are not intended as flotation-saving devices. Should you wish to have the pool heated in the Fall and Spring, a separate fee of \$400 will apply. **Tenant hereby waives any and all liability of the Owner with respect to the pool and agrees to hold Owner harmless per the Indemnity Paragraph of this Rental Agreement.**

CONSTRUCTION - Owner is not responsible for any construction occurring adjacent to or in close proximity to rental property.

TERMINATION-Owner has the prerogative to terminate this Rental Agreement and ask Tenant to vacate without reimbursement in the event more than the stated number of persons are occupying the unit or Tenant is disruptive to other owners of nearby properties.

FURTHERMORE, OWNER HAS THE RIGHT TO CANCEL THIS RENTAL AGREEMENT prior to Tenant's arrival should Owner sell the home, place the home on the market to be sold, the home becomes uninhabitable, Owner is unable to rent the same due to local/state governmental restrictions or force majeure. Should this occur, Tenant will be refunded all monies paid. Owner shall not be held liable for any damages occurred as a result of the cancellation.

PLUMBING, APPLIANCES, POOL ETC. – Owner has made every reasonable effort to make sure all appliances, pool, etc. are in working order. Owner does not warrant or guarantee the availability or functionality of these appliances or equipment. Owner is not responsible for appliance, plumbing, pool, or air conditioning/heat breakdowns. Any and all breakdowns will be

remedied by repair or replacement as quickly as possible. No monetary reimbursement will be offered/given.

RULES/REGULATIONS TOWN OF KIAWAH ISLAND/KIAWAH ISLAND COMMUNITY ASSOCIATION (KICA) - Tenant hereby agrees to adhere to the Town and KICA Rules and Regulations, the most notable as follows:

15 – 105 **Outdoor Fires:** Fires on the beach, outdoor cooking (e.g. grills) on decks of condos or villas, and outdoor cooking at single family homes other than with electric or bottled gas type grills are prohibited.

15 – 203 **Destruction of Sea Oats or Venus Flytrap Plant:** Destruction of these plants is prohibited. Stay off the dunes!

15 – 204 **Disorderly Conduct:** Public gross intoxication and use of profanity is prohibited.

15 – 209 **Fireworks:** Fireworks are not permitted except by special permission by the town. Sparklers are permitted.

15 – 306 **Disturbing the Peace:** Quiet hours on Kiawah Island are from 11:00 pm to 7:00 am. Please be aware that noise from outside activities, e.g. pools and hot tubs, carries over a long distance. Please show courtesy to your neighbors.

15 – 501 **Alligator Regulations:** It is unlawful to feed alligators or entice them with food. ALLIGATORS ARE DANGEROUS; VIEW THEM FROM AFAR. Feeding these animals could habituate them to humans and ultimately cause their removal. OTHER WILDLIFE, INCLUDING DEER, CAN BE DANGEROUS. VIEW ALL WILDLIFE FROM AFAR AT ALL TIMES.

15 – 216 **Outdoor Lighting:** Outdoor lighting for all homes shall be turned off from 11:00 pm to 8:00 am throughout the year. In addition, beachfront homes must turn off outdoor lighting from 9:00 pm to 8:00 am during Loggerhead Turtle nesting season (May 15th thru October 31st). These endangered turtles can become confused during their nesting season by outside lights. Landscape and safety essential lighting is excluded from this provision. 6-107-Furthermore, flashlights, cellular phones and cameras (unfiltered lights) are prohibited on the beach from 9pm till dawn during May 1-October 31.

8 – 118 **Garbage Collection:** Single-family homes have twice per week garbage collection from May 1st thru Labor Day, then once for the remainder of the year. The collection contractor will pick-up from and return garbage cans to their storage area. DO NOT TAKE YOUR GARBAGE CAN TO THE STREET. Garbage cans and recycling carts must be stored in an enclosed garage (except on collection day), screened enclosure, or other storage location whereby the receptacles are not visible from the street.

8 – 119 **Personal Article Storage and Screening:** Beach gear and other personal articles shall be stored in an enclosed garage or screened enclosure. Bicycles must also be stored overnight out of sight or parked neatly in bicycle racks (Please use the bicycle racks located in the garage).

16-410 NO PLASTIC OR FOAM: Single use plastic bags, plastic straws and polystyrene/plastic foam products as well as balloons are prohibited on the Kiawah Island beach as well as glass bottles, glasses or glass containers of any kind, except glass baby bottles and glass baby food jars if properly disposed.

7-301 DRONES/MODEL AIRCRAFT: No person may operate a drone or model aircraft within the confines of the Town of Kiawah unless specifically exempted or permitted by the Town of Kiawah Island.

12 – 404 **Parking Restrictions (288 Masters Court is permitted 5 vehicles)** Please see *above* to determine the maximum number of overnight vehicles allowed. Commercial pick-ups, large cargo vans, large trucks, recreational vehicles (RV's), buses, trailers, boats, and other large vehicles are prohibited from parking overnight.

12 – 319 **Rental Occupancy:** (288 Masters Court is permitted 12 occupants) Please see *above* to determine the maximum number of occupants. **Children less than 2 years of age are not included in the occupancy calculation.**

The town of Kiawah Island has promulgated these rules in the interest of the safety all property owners and rental tenants, of wildlife preservation and of property protection. Please abide by the rules and enjoy your stay on Kiawah Island. Violations of these provisions could result in fines.

(Failure to comply with these rules and regulations may result in fines up to \$1000 per violation and will be the responsibility of the Tenant)

THIS RESIDENCE IS PRIVATELY OWNED; THE OWNERS ARE NOT RESPONSIBLE FOR ANY ACCIDENTS, INJURIES OR ILLNESS THAT OCCURS WHILE ON THE PREMISES OR ITS FACILITIES. THE OWNERS ARE NOT RESPONSIBLE FOR THE LOSS OF PERSONAL BELONGINGS OR VALUABLES OF THE TENANT. BY EXECUTING THIS RENTAL AGREEMENT, IT IS AGREED THAT ALL TENANTS ARE EXPRESSLY ASSUMING THE RISK OF ANY HARM ARISING FROM THEIR USE OF THE PREMISES OR OTHERS WHOM THEY INVITE ONTO THE PREMISES.

TENANT AGREES TO INDEMNIFY AND HOLD OWNER HARMLESS FROM ANY AND ALL LIABILITY ARISING FROM THIS AGREEMENT, AND WAIVES ALL DAMAGES, COSTS OR ATTORNEY'S FEES THAT MAY BE AVAILABLE THROUGH ANY THEORY OF LAW INCLUDING BUT NOT LIMITED TO NEGLIGENCE OR TORT, OR COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES.

IF ANY PROVISION OF THIS RENTAL AGREEMENT IS FOUND BY A COURT OF COMPETENT JURISDICTION TO BE INVALID OR UNENFORCEABLE, THEN THIS PROVISION SHALL BE STRICKEN FROM THIS AGREEMENT, AND THE REMAINING PROVISIONS SHALL REMAIN IN FULL FORCE AND EFFECT.

The Agreement shall be construed according to laws of the State of Indiana. Venue shall be in the Courts of Monroe County, Indiana.

Tenant:

Address:

Dated:

Tenant:

Address:

Dated:

Owner:

Dated: