

"SEA LA VIE" RENTAL AGREEMENT CONTRACT

1. The Guest, _____ agrees to rent from Sara Sulier, owner of the premises known as, "**Sea La Vie**", located at 146-A Seabreeze Dr. Garden City Beach, SC, for the period commencing at 4pm on the ____ **DAY OF** _____, **2015** and ending at 10am on the ____ **DAY OF** _____, **2015**. Under the following terms and conditions it is understood that the unit will be used as a Family Rental only. House parties, groups under the age of 25, and pets are not allowed under any circumstances. Smoking is not permitted in the house or allowed to drift inside from outside. No campers, trailers, or motorcycles are allowed without prior permission of the owners. Any violations may result in immediate eviction, rent forfeiture and possible fines not covered by damage insurance.
2. Guest agrees to vacate the said premises upon the termination of this agreement at the hour and date shown above. Before vacating, Guest will perform all the items listed on the check-out form. Violations will be charged additional fees.
3. Guest agrees to pay* a rental fee of \$_____ **plus \$89.00 fee for property insurance of \$5,000, \$200 refundable damage deposit and \$150 heated pool fee when requested**), 50% or \$_____ within 3 days of receiving the rental agreement and the remaining balance 30 days prior to arrival. The **\$200 refundable damage deposit** will be paid back to renter within 30 days of check-out provided there were no damages. Please sign Rental Contract and return with rental deposit within 3 days of receipt.***
4. In the event Guest fails to pay the balance of the rent when due, the owner shall have the right, without demand or notice, to retain any payment previously made as forfeiture and charge Guest's credit card the remaining balance due. If the credit card is declined, reservation will be lost, as well as any previous payment.
5. This agreement shall not be assigned, nor can the premises be sublet without the written consent of the owner or his agents.
6. Guest agrees to follow and enforce, for all house occupants, the: Rental Agreement and its Addendums: Pet Policy Agreement, House Rules and Guidelines, Check-in/Check-out Procedures.
7. Guest will maintain this property in the same condition as provided, and agree to replace or pay for any loss, breakage, damage, excessive cleaning to the satisfaction of the owner or agents. Accidental damage insurance is suggested. Any damages or losses will be the responsibility of the guest and will be paid immediately upon request. Owners are not responsible for damages or issues caused by others that may result in inconveniences. Therefore there will be no relating relocation or refunds relating to inconveniences caused by others.
8. Pillows, comforters, blankets, sheets, bath, kitchen towels and kitchenware are provided. All need to be kept in same condition as received. You will be charged for any that are missing or damaged.
9. It is expressly understood and agreed that the Guests will hold the owners harmless for any personal injuries or damages or loss to Guest property incurred or sustained on the premises and property. You stay and play at your own risk. Guest agrees to exercise caution in the pool and pool area, on the deck areas, and stairways. All furnishings and equipment provided are maintained to the best of our ability but since we have no control over what guests do or how things are used, we cannot guarantee functionality or safety. It is the responsibility of the guest to take caution before using anything and to notify us if an item is not functioning properly or appears to be unsafe.
10. Owner or their agents may enter premises for the purpose of effecting necessary repairs and/or maintenance. Reasonable attempt will be made to give prior notice.
11. Any money paid in advance will not be refunded due to cancellation unless the owners are able to rent to another Guest for the time period of this agreement. A \$100 cancellation charge will be withheld when and if the deposit is refunded. Guest is only eligible for cancellation with refund if all payments have been made and are on time.

12. Changes that result in a no-show, or shortened stay, will forfeit the full advance payment. No refunds or relocation are promised for any reason including: vacation interruption due to weather, illness, services, pests, equipment failure, electrical/plumbing issues, or otherwise. This includes hurricane evacuation. It is highly recommended the Guest obtain vacation interruption insurance.
13. When signed by the Guest and accepted by owner or his agent, this agreement will constitute a binding rental agreement. Any violations will result in immediate eviction, rent forfeiture and possible fines and court actions.

I have read, understand and agree with all terms of the rental agreement and any addendums provided:

Owner Signature: _____ Date: _____

Guest Signature: _____ Date: _____ **(must be 25 years or older and be present during the entire rental period)**

Name (PRINT): _____

Street: _____

City/State/Zip: _____ / _____ / _____

Home: (__) __ - _____ Work: (__) __ - _____ Email: _____

Cell Phone # (Required for contacting you during stay): _____

Number in group: Adults ____ Children ____ (Cannot exceed numbers provided without permission)

Please include a copy of a photo id (Driver's License or State Photo ID) of the person signing the agreement.

*I will the rental fee through one of the following:

_____ At HomeAway.Com

_____ Personal check (preferred method), or

All forms of payment are subject to rate conversion and transaction fees for non-US Dollars or foreign banks.

****A valid credit card (no debit card) is necessary for damages and incidentals whether or not you are paying for the rental by credit card:** (please update if needed prior to check-in)

Type __ Visa __ Mastercard __ Discover/Card Number _____

Expiration Date __/__/__ 3 digit security code on back of card _____

Name as it appears on card _____

Billing Address if different from address listed above: _____












I authorize the owner to charge my card for rental payment (if indicated above) and/or damages, incidentals or losses above and beyond the damage deposit. If the amount cannot be covered by the credit card, then I agree to pay the owner *immediately* upon request, using another form of payment.

X _____ Signature of Cardholder

***Please print, sign, scan, and return the signed contract via email to: mckinneysj@aol.com identifying as Re: SEA LA VIE or mail to: Sara Sulier, PO Box 794, PeWee Valley, KY 40056. If mailed, you should notify the owner and payment should be made within three days of receiving the contract in order to reserve your chosen dates.

The following rules and guidelines are part of the rental agreement and are necessary to assure that all guests have a comfortable, safe and enjoyable stay at Sea La Vie. Please make sure all occupants are familiar and comply with these rules and guidelines.

 **General Rules and Guidelines (page 1 of 2)**

-  **Check in** time is **4 PM (but not before cleaning and inspection is completed)** no early check-ins unless previously arranged with owner – Time is needed to clean the house prior to your arrival. Fees may apply.
-  **Check out** time is **10 AM** – no late check-outs unless previously arranged with owner – The cleaning services start early! Fees may apply.
-  **Smoking** -This is a **non-smoking home**. Please restrict your smoking to outside and place your smoking debris in the outdoor ashtrays only – do not throw out into the yard and **DO NOT THROW IN A WASTE RECEPTACLE** as this is a huge fire hazard. There is a metal can next to the trash receptacle for waste from the grill and/or ashtrays. A \$100 fee applies for violations. Please wash and clean ashtrays before you leave.
-  **Pets** - are **not** permitted in the house or anywhere on the grounds unless approved as a guest. If you violate this rule, you will be asked to leave and will forfeit your Damage Deposit and possibly become liable for additional charges. See attached Pet Policy Agreement
-  **Parking** - No motorcycles, boats, trailers, or campers are to be kept on the property. Please park your cars in the driveway only and not on the grass, as there is an irrigation system that could get damaged. If your car leaks oil, please place a piece of foil under the leak. Always lock your car for safety.
-  **Cleaning** - There is no daily maid service. Cleaning supplies have been provided for you to clean during the week. Departure cleaning will not be done until after check-out time on the date of your departure. Departure cleaning is a standard cleaning; any excessive cleaning required **will** result in extra cleaning fees. Please help us keep the sand outside by removing your shoes and rinsing the sand off yourself before entering the house and the pool, please make sure to turn the water off at the spigot when finished.
-  **Laundry** – There is a full sized washer and dryer available for your use. Please shake out all sand outside before putting towels, suits etc. in the washer. The sand may clog up the washer. An iron and ironing board is available for your use. Please unplug the iron when finished and keep on the shelf.
-  **Linens** – Sheets, personal towels/washcloths, kitchen towels, pillows & blankets are provided. Do **NOT** take any to the beach. Kitchen hot pads and towels are provided by us, not a linen rental service company, so please launder these and put them back in the drawer just before you leave in consideration for the next guest.
-  **Trash** – please place trash bags and all trash in the trash cans provided. Use trash bag liners to help keep the inside trash cans clean. A large trash receptacle is located under the house. The trash is picked up 2 times a week–Mon and Thurs early AM, April thru Aug. But only once a week on Mondays, Sept thru March. You will need to roll them out to the curb.
-  **Soaps, paper supplies** – A starter pack is provided. Do not use liquid dish soap in the dishwasher only use dishwasher detergent.
-  **Pool** – **There is no lifeguard, swim at your own risk and follow posted pool rules.** Please keep a close eye on children. Adult supervision is required at all times when children are in the pool area. There is to be no: diving, running, pushing, rough play around the pool area or in the pool. Please rinse all sand off of your body before entering the pool. Do not use the pool if you are under the influence of drugs or alcohol. The pool is cleaned by a pool cleaning service. Use the skimmer net if it gets dirty in-between. Keep the gate closed and locked when not in use. No glass is allowed in the pool area. All furnishings **must** stay on the property. Do **not** take any to the beach. Follow all posted pool rules.

- 👤 **House Decks Areas** – please only use the decks for sitting in the chairs provided. No climbing or sitting on the rails. No horseplay or pushing or running. Keep all deck furniture on the deck. Children are not allowed on the decks without adult supervision.
- 👤 **Grilling** – A grill has been provided for your enjoyment. **Clean after use, please.** Do not place hot coals in the grass or in the trash cans. Use the metal can near the trash receptacle in the carport. Use a liner when you dump cooled coal debris in the trash. Please clean and keep tools in box on table. If the grill and tools are not cleaned, a cleaning fee of \$25 will apply.
- 👤 **Ice/Frig** – Bagged ice – don't smash on the floor or the counter. Clear any large ice chunks that may have developed in the ice maker holder, as this can cause the ice maker to stop working. **Please allow at least 24 hours to cool a frig full of new groceries.** There is a thermometer, for the frig, in it or in a drawer please use it to monitor if you are concerned. Minimize opening the door to give the refrigerator the chance to cool things down. Make sure nothing is blocking the vents inside.
- 👤 **Owner Closets** – There are three owner storage areas **not** included in your rental. 2 closets inside (upstairs hallway), 1 inside the main level master closet & a shed under the house are labeled as such. Entering these areas is considered theft, please keep out whether locked or not.
- 👤 **Pool and Beach Toys** – are available for your use. Lose or break one? Please replace it for the next guests' use. Thank you!
- 👤 **Furnishings** – Please **do not move house furniture**. If you spill food or drinks on them please blot off with a clean damp towel. The same goes for the carpeting – spot remover is provided for carpet only – do not use any other product and do not use on the furniture. We ask that you not carry food or drinks onto the carpeted areas. Stains will result in a damages charge.
- 👤 **Internet usage** – wireless internet is provided. The passkey will be provided. If not working, please try re-powering the modem and the router – **do not press any reset buttons** as that will erase all settings. Call us if that doesn't work.
- 👤 **Toilet Stoppage** – **Please do not put diapers, feminine products or heavy toilet paper or paper towel in the commode.** If a toilet clogs, we have provided a plunger in the laundry room. Please clean it and put it back in the laundry room when finished using it. If you notice any drains draining slowly, or a toilet that will not plunge easily or runs over, immediately notify us!
- 👤 **Do not open the windows or leave deck doors open when the air conditioner or heat is on!** You will be responsible for any damage done to the air conditioner and you may incur an excessive utility charge. Always close the glass door behind you on the decks; there are no screens so creatures are free to enter!
Leaving entry and deck doors open can create an air suction that creates a safety hazard of a door slamming on someone.
- 👤 **Thermostats** – Keep temps in a reasonable range. **A/C not less than 72; heat not more than 76.** For safety reasons the thermostats notify us of extreme temperature settings. An excessive utility charge will apply if temps are kept outside that range. If you truly uncomfortable in that range, please contact me.
- 👤 **Noise** – No loud music, yelling or other loud sounds, especially after 10pm. Please be considerate of the neighbors as this is a family rental area.

Thank you for your cooperation! If you experience any problems during your visit, please call 502-417-6233 right away. We strive to make your visit a pleasant one and we want to know if there is anything that will prevent that.

Sea La Vie Pet Policy Agreement

This Pet Policy Agreement between _____ and Sea La Vie on _____ (date) is part of the Rental Agreement Contract and must be signed by ALL renters. Renters without pets are required to sign this agreement in the event they make a last minutes decision to bring a pet, purchase a pet during their stay, and/or have visitors that bring pets onto the premises.

- (1) **Pet Approval Criteria:** The approval of pets as guest at Sea La Vie is based on the following criteria:
 - Pets weighing 35 pounds or less (exception may apply)
 - Pets at least 1 year old
 - Pets that are housebroken
 - Pets with proof of up to date licensing and vaccinations
 - Pets with no history of aggressive behavior
 - Pets with no history of destructive behavior
 - Pets that have been members of their family for over 6 months
 - No more than two pets
 - Must be spayed and/or neutered
- (2) **Pet Fees:** A non-refundable pet fee of \$100 per household pet, will apply to each reservation that includes a pet or pets (maximum of 2). This fee will be separate from the rental fee and is due when you return the Rental Agreement Contract which includes the Pet Policy Agreement. This fee provides the additional services necessary to ensure the comfort of future guests who have pet allergies, to include carpet cleaning and yard spraying. This fee does not cover damage to Sea La Vie, the property or grounds, resulting from a pet, including, but not limited to: noise disturbance, chewing, scratching, digging, potty accidents in the house, or removing dog waste from the grounds. Extra fees will apply for pet damages and will be relieved through the Damage Deposit and damage insurance.
- (3) **Pet Owners Responsibility for Damages:** This agreement indicates that you understand and assume all responsibility for any such damage by your pet, as well as the pet's behavior towards other people staying in the house, or anyone the pet may come in contact with while vacationing at our house. In addition, this agreement also applies to any pets that visit you at Sea La Vie during your stay. Failure to follow these regulations will result in eviction without refund, as will the presence of a pet in the home where the pet fees have not been paid.
- (4) **Local Pet Laws and Regulations:** All local laws and regulations must be followed. It is your responsibility to investigate what they are. A most pertinent *partial list* includes:
 - All pets must be leashed at all times when outside. Pets must remain under your control at all times.
 - All pet waste must be collected and properly disposed of, in a plastic bag, not thrown directly in trash bin.
 - In Garden City dogs are allowed on the beach; however, in Surfside Beach, dogs are not permitted on the public beach during the period between May 15 and September 15.
 - No excessive barking allowed.
- (5) **Pet Owner Responsibilities for Control of Pet:** Guests with dogs are asked to please respect the comfort and safety of other guests, both during your stay and after. For this reason we ask that you please follow these guidelines for controlling your pet's activity during your time with us, as follows:
 - Clean up after your pet, both in public areas and the grounds of the beach house.
 - Please do not allow your dog to bark excessively or to roam onto neighboring properties.
 - Do not allow your pet on furniture or beds unless covered by a sheet or blanket that you provide. Do not use the house blankets, sheets, or bedding for this purpose.
 - Groom your dog, especially if it is prone to shedding. Pet hair can be very difficult to remove and the next guest may have allergies or just not appreciate your pet's hair on their bedding or clothing. You must clean excess hair from premises prior to check out.
 - Don't leave your pet unattended for long periods of time. No more than 5 hours. Your pet must be crated when you are not in the house with it and all pets **must** remain on the first floor only during the entire stay.

- Clean and dry your dog after a walk. This will help ensure that sand and dirt stays outside.
- Do not allow pet in pool.
- Have evidence that your pet's vaccinations are up to date and that your pet has had a flea treatment, such as Frontline, within 3 weeks prior to check-in with you. This evidence can be achieved by a note from your vet.
- Carry a bottle (empty bottles provided) of water when you walk your dog in the yard area and pour water on the spot where your dog goes potty to prevent burning grass and reduce incident of fleas
- Report any expressed concern regarding pet's presence, Pet Policy Agreement compliance concerns and/or pet related incident of damage to another animal, a person or property immediately to the owner at 502-417-6233 for guidance on how to resolve the issue

RENTER CERTIFICATIONS

I hereby certify that my pet/s meet the criteria (*Section 1*) for approval and that I am in agreement with the pet fees (*Section 2*) and my legal responsibility for damages (*Section 3*).

I hereby certify that I will follow all rules and regulations of the government (*Section 4*) and owner (*Section 5*) as defined in this agreement.

I hereby certify that any breach of misrepresentation and/or non-compliance with the Pet Policy Agreement as a part of the Rental Agreement Contract, is grounds for eviction without refund and extra fees may be imposed.

I hereby authorize the owners to charge my credit card listed below for cost of pet damages resulting in repair or replacement, violation fees, legal actions, excessive cleaning or all other damages, when those damages are determined to be greater than the coverage from damage insurance and/or the Damage Deposit.

I fully understand that the non-refundable Pet Deposit is for additional wear on the property and additional cleaning services such as carpet cleaning and yard spraying, necessary to ensure the comfort of future guests, some who have pet allergies and aversions to pet odor and that the Pet Deposit is not related to damages.

Please Initial the following Statements that Apply to You:

_____ Following is a description of the pet/s (please include breed, size and age of pet/s) that will be with me at our stay at Sea La Vie:

_____ I am not bringing a pet and will request approval for any pets that visit Sea La Vie during my stay.

_____ (initial) I have attached a copy of my pets most recent licensing and vaccination records.

Signature of Agreement

Date:

Date

Credit Card Number

Exp. date

3 digit code

Printed Name on Card

Billing Address (including zip code)