



Sand Dollar Realty
& Beach Vacation Rentals, LLC
Where Your Vacation Dreams Come True

RENTAL AGREEMENT: This vacation rental agreement is a legal agreement between Sand Dollar Beach Vacations (also referred to as the “Homeowners” and “Owner” and “Landlord” and “Property Manger” and “Management”) and you, the Renters (also referred to as “Tenants” and “Guests”). This agreement is entered into as of the date the Renters place their reservation online and the reservation is screened and accepted by the Homeowner. The Homeowner will notify the Renters by email or website when their reservation is accepted. Owner reserves the right to refuse service to anyone.

CLEANING & LINEN SERVICE POLICY: The home is provided with pillows, linens, blankets, towels, kitchen towels, comforters, hand towels & wash cloths. Upon departure, you are responsible for all trash to be bagged and discarded in the large trash cans by the road, and for dishes and cooking utensils to be placed in the dishwasher and the clean cycle started; please strip all sheets from beds and gather up dirty towels and place all in front of the washer and dryer. The home is provided with a starter set of toilet paper & paper towels.

CANCELATION POLICY AND FEE: There will be a cancellation fee of 5% processing fee for any cancelation. CANCELATION of 29 DAYS or LESS before check-in, Renters will forfeit the total amount of rental. CANCELATION 30 – 59 DAYS prior to check-in, Renters will receive a REFUND of 50% of the total amount of the rental, less cancelation fees and website fees. CANCELATION of 60 day or more prior to the check in date, Renters will receive 100% of the amount of rental, less cancelation fees and website fees. EARLY DEPARTURE - There are NO REFUNDS for EARLY DEPARTURE.

RESERVATION MODIFICATIONS: Any changes to existing reservation such as adding pets, trailers and or changing occupancy, must be disclosed, in writing, to property management no later than 14 days before reservation, (this does not include changing or moving dates, please refer to our cancellation policy.) Requests to change or move reservation dates must be made in writing to Management 30 days prior to original reservation date.

HURRICANES & TROPICAL STORMS: There are NO REFUNDS for hurricanes, tropical storms or weather conditions, even if a mandatory evacuation is ordered (optional travel insurance Renter may obtain through a third party. Renter ASSUMES THE RISK).

CONDITION OF PROPERTY: Owners have given an accurate description of the property and its condition. Our cleaning staff will have cleaned it before your occupancy. All electrical, plumbing and appliances should be in working order. The failures of operation of certain extra amenities, such as TVs, cable, games, or the Internet and Wi-Fi service are not a basis for any refund. Owner will make every effort to have these items repaired but does not guarantee that they will be repaired during Guests occupancy. When you arrive, if you find that the house has not been cleaned to normal standards, please notify the Owner immediately. We will do our best to attend to the problems but may not be able to fix everything over holidays and weekends.

UTILITIES: There will be no refunds given due to the malfunctioning or breakdown of appliances, air conditioning, or any other property equipment or utility services. When notified of an appliance issue,



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we will respond and work to rectify the issue as quickly as possible. If for any reason, we are unable to deliver the property to you for the rental period contracted (I. E. The home is damaged by act of God) we shall refund your money in full.

LONG TERM RENTAL: Any rental that exceeds 14 nights is considered long-term. If the reservation is extended beyond 14 nights, we will schedule a mandatory clean and walk through. This must be completed prior to the extension. If there is an issue with the home and/or property, we reserve the right to refuse any extension request.

CLEANING & REPAIRS: All homes have cleaning included in the total rent. Please note that cleaning does not include dishes & cooking utensils. If additional cleaning is required after you leave, it will be held out of the cleaning deposit. Guest agrees to keep house, furniture and furnishings in good order. Removing, adding or changing furniture without Owner's written approval shall be deemed a material breach of this Rental Agreement, and is strictly prohibited. Guest is responsible for cost of replacement of any damage to furniture or premises and replacement of missing items. Under no circumstances can any furnishing or linen be taken outside onto the beach with the exception of those items specifically designed for that purpose.

ENTRY OF PREMISES: With Guest's permission, Owner or Owner's representative may enter the premises during reasonable daylight hours. For maintenance purpose, a property management employee may need to enter the premises. The same permission procedure applies as above. In any emergency, Owner or Owner's servicing agents may enter the premises at any time without permission of Guest for the purposes of making repairs to alleviate such emergency. Management has the right to access the rental for repair and maintenance during normal business hours, as long as notice is provided to tenant. In the event of an emergency, Management may enter at any time to protect life and prevent damage to the property.

REFUNDABLE SECURITY DEPOSIT: There will be a refundable security deposit charged at the time of reservation. Amount of deposit will depend on the unit, see website. You will be responsible for all damages to your vacation rental home and its contents. All cost associate with repairs, excessive cleaning or replacement of contents shall be deducted from the security deposit. In the event the security deposit does not cover the cost of repairs or replacement, you are required to pay within 15 days of being notified of the cost.

USE OF EXTRAS: Renters will furnish their own beach toys, beach chairs and beach shades (EZUPs, umbrellas, etc.). However, the owner makes available extra towels and linens to handle unusual circumstances or needs including a few beach towels. These extra items are provided in the master bathroom linen. Leave used beds stripped and linens and used towels on the floor of laundry room.

ASSUMPTION OF RISK: *No lifeguard on duty.* Accordingly, persons using the beach or pool do so at their own risk and the owners assume no responsibility for accident or injury. No one should swim alone. Renters will hold the Owners harmless from any and all bodily injury and/or property damage incurred on the property arising out of Renters' negligent acts or omissions. See disclaimer below.

CHILD PROOFING: Guest understands that no special efforts have been made to "childproof" this house and accept the risk of harm to any children we allow on the property. These risks are not



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limited to, but include access to the ocean, pool, adjacent street.

FURNITURE: All furniture must be returned to its original location on Guest's departure, or an additional charge will be made.

MISSING ITEMS: Renters will be charged for any missing items reasonably attributable to Renters and not returned after notification. The cleaning service performs an inventory/survey of the property after Guests depart and notifies the Owner of any missing items. Owner will notify guests in the event that items were inadvertently taken and provide guests the opportunity to return the missing items. In the event missing items are not returned to Owner within 10 days, the cost of replacement plus a surcharge of \$25 will be deducted from the security deposit.

USE OF SECURITY CAMERAS: Renters understand and accept that the property is protected with outside security cameras. These cameras are used to protect the property from potential break-ins and theft. There are NO cameras inside the house.

PERSONAL PROPERTY: Guest understands that any personal property of and used by Guest is not insured by Owner and Owner shall not be responsible for any lost, stolen or missing property of the Guest or property of Guest left after checking out. If property is left behind by the renter, Owner will make a good faith effort to return the property at the expense plus a surcharge of \$25.

RV AND ATV PARKING: RV parking is not allowed. IF YOU PARK AN RV ON PROPERTY AND A CITATION IS ISSUED, YOU ARE SOLELY RESPONSIBLE FOR IT. In addition, you will be charged a \$250 surcharge that will be deducted from the security deposit, and unit will be moved immediately. Any ATV type vehicle must be trailered so as not to mark the driveway with stains. Any oil stains or drips, excessive tire markings will incur a \$150 power washing fee and will be deducted from the security deposit.

COMPLIANCE WITH STATE AND LOCAL LAWS AND ORDINANCES: It is the renter's sole responsibility to be informed and comply with all state, county and municipal laws and ordinances. Renter shall not use the rental property for any unlawful purpose or allow the property to be used for any unlawful purpose or in any manner that interferes with the peaceful enjoyment of other properties occupancy. Any misuse described above shall result in termination of Rental Agreement and no refunds will be issued.

PARKING: DO NOT PARK on the neighbor's property. If you park on the street, it is at your own risk. Vehicle owner's park at their own risk, and owner assumes no responsibility or liability for damage or loss of the Renters vehicle(s) and or contents therein. If you park on the neighbor's property and a citation is issued, you are solely responsible for it.

KEYS: Lost keys will incur replacement costs of \$25 that will be deducted from the security deposit.

BEACH CONDITION: Guests understand that Owner has no control over the condition of the beach and cannot be held liable for any changes to beach conditions or any closing as ordered by any official agency.



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QUIET TIME: We have a QUIET TIME POLICY IN PLACE AT ALL TIMES FOR ALL GUESTS. NO OUTDOORS MUSIC OR GATHERING AFTER 12:00 MIDNIGHT ON ANY NIGHT.

NO PARTIES: This is not a party house. The Renter must be 25 years of age to book this Vacation Rental. Any special occasions such as Prom parties, graduation parties, weddings, receptions, family reunions or increase of occupants (guests not registered on registration form) must be disclosed at the time the reservation is made and is subject to Owner's advanced approval. Adults cannot Rent property behalf of underage guests, no exception. Pre-approved prom or graduation parties must have 3 parent-aged adults present at all times, including person booking the stay. In the event police are called out to any property it is grounds for immediate termination of the rental agreement and all occupants must immediately vacate the premises.

EVENTS: Our Beach Rentals are for family groups and other group gatherings with responsible adults over the age of 25. **In the case of events, Parent-aged adults must be present for the entirety of the rental agreement.** Designating one person in your party to be responsible to be a contact point regarding your reservations, payments, etc. Would be beneficial for both Sand Dollar and the customer. The following are important protocols for renters to remember. Please feel free to print these and read them thoroughly, as the renters will have the responsibility of making sure these rules are followed. **Any use of the home for purposes other than family vacations must be addressed at the time of the reservation. Occasions such as parties, weddings, receptions, proms, or graduations must be requested in advance and approved by Sand Dollar Realty and Beach Vacations. Events (depending on size and capacity of house) will carry a non-refundable surcharge of \$600 and are fundable security deposit of a set amount depending on the unit rented. We cannot rent to prom groups, school or graduation groups, or youth groups without parent-aged adult supervision. These details are available when you call us to schedule. If an event is scheduled and no adult is present, the rental agreement is immediately voided, without refund, your group will be required to vacate the premises immediately and there will be an automatic forfeiture of the security deposit. If an event takes place without prior scheduling, the rental agreement is voided without refund, your group will be required to vacate the premises immediately and a \$800 fee will be assessed. If any fraudulent activity is found on behalf of the renter, all payments for deposits, rental and fee will be forfeited. Any excessive loud music, disruptive or unlawful behavior, or anything that may result in law enforcement presence will be cause for terminating the rental agreement with immediate vacating of the premises without refund. Our web listings indicate the maximum number of guests allowed in each house. It is important to respect these occupancy guidelines for maximum enjoyment of your beach home and to avoid extra charges and penalties.**

Events cannot be scheduled online. Please call to schedule your event 409-728-4422.

NON-SMOKING: This is a NON-SMOKING vacation rental. Evidence of smoking, such as the smell of cigarette or cigar smoke inside the home by the cleaning crew is sufficient basis to charge the renter for smoke cleanup and removal from carpeting, AC ducts & filters and furniture. This type of clean-up is expensive, and Renter is Liable for the deep cleaning Costs incurred. Smoking outside is permitted as long as no evidence of cigarettes/butts are left.



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HOUSE AMENITIES: Televisions, Internet, Cable or equivalent, Porch Furniture, Recreational Games/Equipment, etc. are courtesy items and are not guaranteed. We strive to keep them in good working order, but occasionally we may miss something. Renters can call and we will send out our maintenance staff to rectify any problem, guests acknowledge that things like Internet, Cable /TV programming are sometimes out of our control. We do not provide refunds for intermittent breakdowns or disruptions of amenities or electronics. We provide a charcoal grill for your use. Please leave it reasonably clean. Do not move the furniture from one balcony to another. Do not move outdoor furniture to the ground floor. Do not take the outdoor furniture indoors. Do not take the indoor furniture outdoors. If the furniture is moved, we must pay someone to move it back.

PETS: FOR THE HOMES THAT ALLOW PETS: If you bring a pet(s), there is a nonrefundable pet fee, a maximum of 2 pets, which must be disclosed/paid when booking online. See website for pet fee amount. While we welcome pets, we ask you to be mindful of the furniture and bedding as they are not for pet use. Please bring a pet bed or blanket, so they are comfortable. Any bedding used for pets will incur an additional cleaning fee and/or replacement charge. We appreciate your understanding.
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MAXIMUM OCCUPANCY: Maximum occupancy is listed on the website for your rental property. Violation of maximum occupancy could result in a surcharge that will be deducted from the security deposit. Please refer to the listing for the property you rented for exact occupancy limits.

Example: For Saltwater Ranch, the max occupancy is 20. At no time are more than 20 people allowed nor more than 8 vehicles. Parking is only allowed in the driveway, no street parking.

SUBLETTING: Guest is not authorized to let or sublet all or any part of the premises nor assign the lease or any interest in it.

CHECK-IN & CHECKOUT: Check-in is at 4:00 PM and checkout is 10:00 AM. Guests may arrange for extra nights in advance. Pre-requested late check out fees vary by property. Extra nights are charged at the daily rate and may be granted if available. PLEASE checkout promptly, the cleaning crews have a very short time window to prepare the unit for new guests. To avoid any late checkout penalty of \$50 for going past 10:00 a.m., please contact to management company in advance.

CHECK-OUT PROCEDURES: Renters are responsible to complete the check-out procedures in the provided IN YOUR CHECK, located in the unit, that includes a check out list and to ensure that the keys are placed back in lock boxes (if applicable).

HOLDING OVER: Because of the nature of Owner's business (short term winter and summer recreational rentals) Guest understands, and is hereby put on notice that any unauthorized "holding over" of the property past the stated rental period could severely jeopardize Owners business and cause loss of rental income from other previously booked guests, temporary and/or permanent loss of business, goodwill and reputation and, among other things, could force Owner to breach an



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agreement with similar short term summer and winter recreational Guest(s) who may have reservations during Guest's unauthorized "holding over" period.

SAFETY: Balcony Railings are in place for safety. DO NOT sit, stand, sit children on or otherwise rest, any person on these as it is hazardous and could cause harmful injury. Please make every effort to keep walkways and the entrance areas neat and orderly and free of trip hazards. Please be courteous to the community and to the homeowners by removing all beach accessories, ice chests, toys, chairs, etc. Owners are not liable for any items on balcony or walkway. Personal grills and or devices that create fire that are not provided by the property owner including, but not limited to: barbecue grills, fireworks, smokers, fire-pits, boil pots and fryers are prohibited. Any damages due to misuse, IS THE RESPONSIBILITY OF THE RENTER.

INDEMNIFICATION: Guest agrees to indemnify and hold harmless Owner for any liability arising before termination of this Rental Agreement for personal injuries or property damage caused by the negligent, willful, or intentional conduct of Guest(s). This indemnification agreement does not waive Owner's duty of care to prevent personal injury or property damage when that duty is imposed by law.

PRIOR AGREEMENTS: No prior agreement or understanding not contained in writing herein shall be effective. Furthermore, Owner, other than what is specifically written and set forth herein, makes no other or further representation regarding the nature, character and quality of the premises to be rented, and no representation shall be deemed to exist or be material unless and until it is reduced to a writing and signed by the parties. This Rental Agreement may be modified in writing only and must be signed by the parties in interest at the time of the modification. It constitutes the entire agreement of the parties. If any provision in this contract held by any court to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force.

DISCLAIMER: Renters understand that the Homeowners are not responsible for any personal injury caused by slipping on wet pavement or surfaces, and that tenants are responsible for exercising care when surfaces are wet or slippery due to weather or use of hoses to wash down areas, and further, that the homeowners are not responsible for any personal injury or loss or damage to tenants' property caused directly or indirectly from foul, inclement weather conditions, Acts of God or nature, accidents related to tenants' failure to take adequate precautions around wet areas, or any unforeseeable circumstances. If the property includes a cargo lift, that lift is designed for CARGO ONLY and used at the risk of the renter. The Cargo lift is to assist with luggage and items that must be taken upstairs. The cargo lift is provided as a help for items and not for human use. Please utilize the equipment in the manner that is described only. Misuse could result in injury and the owner/management will not be held responsible for injuries due to misuse of equipment.



WE RESERVE THE RIGHT TO TERMINATE ANY CONTRACT WITHOUT REFUND IF THESE GUIDELINES ARE NOT FOLLOWED. ANY VIOLATION OF RENTAL AGREEMENT COULD RESULT IN AN ADDITIONAL SURCHARGE AND IMMEDIATE TERMINATION OF RENTAL AGREEMENT AND VACATING PROPERTY.

This agreement and disclaimer apply to Renters and all guests in the Renters' family/group.

I, the Renter, have read, understand, agree to, and will abide by this rental agreement and all conditions stated herein. I, the Renter, agree to be present for the duration of the reservation and to keep within the listed occupancy limits of the property. I agree that there will be no party, celebration, prom, graduation, birthday, anniversary, or any other type of event, gathering, party or celebration related to any of the afore mentioned items during my stay at this property. I understand that any violation of any rule or stipulation set forth in this agreement will result in immediate vacating of this property by all persons in the renter's party without refund. By accepting the terms and conditions, by traditional signature, or by submitting an electronic signature, Guest/renter is agreeing to the each and every term set forth in this rental agreement.