

Vacation Rental Agreement



Contact us: You can request rental information at our website, www.avocetproperties.net or via e-mail, follybeach@avocetproperties.net. Reservations may be made in our office, via telephone or on our website. Our office is located at 38 Center Street, Folly Beach, SC. Our mailing address is PO Box 302, Folly Beach, SC 29439. We can be reached at (843) 588-6699 or Toll Free at (800) 951 -2470 or by Fax at (843)588-2708.

Minimum Age: You must be a minimum of 25 years of age in order to rent from Avocet Properties. Persons under 25 years of age must be accompanied by an adult, parent or guardian during their stay. Valid identification will be required upon check-in. **We are unable to release keys to anyone under 25 years of age.** Any reservation obtained under false pretenses will not be permitted to check-in, may be asked to vacate the premises and will be subject to forfeiture of payments.

Group Size: For the safety of all our guests, the maximum number of occupants allowed per property is listed in the property description. Please choose a property large enough to accommodate all members of your group comfortably. Maximum capacity applies to "any given time", such as a gathering of people that includes guests that are not staying overnight. **In the event that maximum capacity has been exceeded, occupancy may be terminated without a refund.**

Payments: A 50% advance payment of the total rental amount (including all fees) is due at the time that you make your reservation. The remaining 50% payment is due 30 days prior to your arrival date. We accept Visa, MasterCard, Discover, Amex credit/debit cards and checks. Personal checks are not accepted inside 30 days of your arrival date. Personal checks are not recommended for your first payment because your reservation will not be confirmed until receipt of your first payment. Rates are subject to change until your reservation has been confirmed. You may call our office or go online at www.avocetproperties.net to make a credit card payment. Payment confirmation will be e-mailed, faxed, or mailed.

Cancellations: Notice of cancellation must be in writing. Your advance payment is refundable provided that the cancellation is received 60 days or more prior to your arrival date. There is a \$100 cancellation fee that will be applied to your refund. Cancellations made 30-60 days prior to arrival will forfeit 50% of the full amount due for the entire reservation. **Cancellations made less than 30 days prior to the arrival date will not receive a refund.** Refunds are not given for inclement weather, road or airport closings, late arrivals, or early departures. We strongly recommend that you purchase travel insurance during the reservation process.

Travel Insurance: To better serve our guests, Vacation Rental Insurance is available for purchase through our office at a rate of 6.95% of your total vacation cost. The actual policy is between the guest and RedSky Travel Insurance. Travel insurance is optional and offers extensive coverage for all members of your group. We strongly recommend purchasing this policy. You will find additional information and a detailed description of coverage at the end of this agreement. If you would like to purchase Travel Insurance, please contact our office and we will be happy to assist you.

Events: We have select homes that allow events to be hosted in them. An event would be any gathering that is in excess of the stated maximum sleeping capacity of the property. **For those homes that allow an event, an additional event fee will apply.** Otherwise, no parties or gatherings (in excess of stated maximum sleeping capacity) are permitted in our homes at any time. Please inquire about event homes and event fees when making a reservation. **We reserve the right to refuse a rental, cancel an existing reservation or terminate occupancy (without refund) if the number of guests exceeds the stated maximum capacity or we are of the opinion that your actions will be detrimental to the property.**

Accidental Damage Waiver: Guests are required to pay a non-refundable \$50 accidental damage waiver. This fee is automatically included in your rental fees at the time of booking. The waiver does not cover intentional acts that may cause damage or any deliberate violation of a stated Avocet policy. The accidental damage waiver covers up to \$2,000 of accidental damage per stay. **All damage must be reported to our office, prior to your departure, in order for the damage to be covered by the accidental damage waiver.** Avocet will assess the nature of the damage and respond accordingly. **If damage is not reported, this waiver is void.** Pet damage is not covered by the accidental damage waiver.

Damages: Any damages, outside of what is deemed normal wear and tear, are the responsibility of the guest. **A credit card is required to guarantee against damage or excessive cleaning.** Should the guest not report damages (prior to their departure) or should the damage not be covered by the accidental damage waiver, the guest's credit card will be charged for the cost of repair, replacement and or/cleaning.

Smoking: All of our homes are non-smoking. Some prohibit smoking anywhere on the premises, including on the deck. **Evidence of smoking in a nonsmoking home will incur a fine of \$500.** Please tell your vacation specialist your preference at the time of booking.

Pets: Some homes allow pets. Please let us know if you plan to bring your pet because we will need to add a non-refundable fee to your reservation. **If pets are discovered without payment for a pet fee, there will be a charge of \$250 per pet.** Pets in a non-pet friendly home will result in a \$250 fine and immediate termination of occupancy without a refund.

Rental Seasons: During the Summer Season, our properties are rented Saturday-to-Saturday with a few exceptions. Partial weeks may be booked during the Summer Season no earlier than 7 days prior to arrival and are based on availability and homeowner approval. Partial week reservations are accepted during the Fall, Winter and Spring seasons with some exceptions.

Hurricane Policy: If mandatory evacuation of the island is ordered by a Governmental Agency, refunds will be prorated based on the nights left of your stay; only those nights affected by the mandatory evacuation are eligible. If a hurricane occurs prior to your arrival, and we are unable to provide you with accommodations, refunds will be issued to the reservation holder.

Linens: Linen service is included in your rental rate. All beds will be made with fresh sheets and pillow cases. Each guest will be provided with 2 bath towels, 1 hand towel, and 1 wash cloth per person, in addition to 2 kitchen towels and bath mats. There will be a charge for any missing or damaged linens.

Keys, gate access & parking passes: Each reservation will be issued keys and possibly gate access fobs/gate access cards and parking passes. Please return these at departure. There will be a charge for unreturned items.

Furnishings and Amenities: All homes are privately owned and reflect the individual owner's personal taste. All homes are equipped with basic items such as TV, bed spreads, pillows, mattress pads, cookware, flatware, microwave, toaster, blender and coffee maker. Every effort has been made to ensure the accuracy of a property's description and contents. However, we reserve the right to make necessary changes at any time. **Guests are provided with an amenity starter kit that includes: a kitchen trash bag, a roll of paper towels, dishwasher powder, liquid dish detergent, a fresh kitchen sponge, toilet tissue and soap for the bathrooms.** It's possible that you will need to purchase more of these supplies, depending on the size of your group and the length of your stay. Some homes come equipped with an outdoor grill. Whether one is provided, you rent one or you bring one... **GRILLING ON DECKS OR PORCHES IS PROHIBITED!**

Equipment: All equipment should be in working order. Please notify us promptly if you should encounter any problems during your stay. We strongly encourage you not to adjust the settings on the refrigerator and be sure not to run the HVAC system with the windows open. We make every effort to have repairs made as soon as possible. A reduction in rent or a refund will not be issued for any mechanical failures of appliances or HVAC systems.

Check In/Check Out Procedures: Check in begins at 4PM in our office located at 38 Center St, on Folly Beach. Please call our office for the after-hours check in process. Check out is at 10AM and keys and parking passes need to be returned to our office. Prior to departure, please load and start the dishwasher, remove all trash to the exterior trash container. Failure to depart on time, return furniture to its original position, or remove trash will result in additional charges.

Parking: Cars parked on the street must have all tires off of the pavement. Some gated communities have a restriction on the number of vehicles allowed and some require parking passes. At the time of booking, please ask about parking restrictions that may exist at the property that you are interested in renting. Motorcycles, golf carts and trailers are not permitted at condo parking lots.

Personal Items Left Behind: Avocet Properties is not responsible for lost or misplaced items. However, if notified we will exhaust all avenues to search for the missing items and return them at the guest's expense.

Disclosures: Avocet Properties is the agent of, and represents exclusively, the owners of the rental property listed. Every effort has been made to ensure accuracy in any other printed or visual materials. However, Avocet Properties is not responsible for errors or omissions. Rates, property description and rental conditions are subject to change without notice.

We look forward to your visit and we sincerely hope that you enjoy your Folly Beach vacation!!!

I have read and agree to the above conditions of this Vacation Rental Agreement and attest that I am over 25 years of age. I also agree that if I require a pet friendly, smoking or event home, that I have disclosed that information and I am aware of the fees associated with those requests and penalties for not disclosing such requests.

Date _____ Reservation # _____ Number in Party _____

Signature of Reservation Holder _____

Print Name _____