

SHORT TERM RENTAL AGREEMENT

This Short Term Rental Agreement ("Agreement") for the rental of the vacation rental property specified in the reservation confirmation (the "Property") is between **myBeach Vacation Rentals** ("Host"), acting for itself and the owner of the Property ("Owner"), and the person who is the responsible renter of the Property (hereinafter referred to as "Guest" or "You") and shall enter into effect upon signature by both parties below. For Property located at _____.

1. ACCEPTANCE OF TERMS & RESERVATION CONFIRMATION

By booking this reservation, Guest fully agrees to all terms, conditions and policies of this Agreement, including the cancellation policy and any Property specific terms and instructions (collectively, the "Terms"), whether by execution below or by booking the property through a third-party marketing channel (Airbnb, VRBO, Booking.com, etc.)

2. RESPONSIBLE GUEST & MINIMUM AGE

The minimum age to rent the Property is stated in the unit specific house rules. As the booking person, Guest agrees to be an occupant of the property for the entire duration of the stay. Minors under 18 are not to be left unchaperoned at the Property. Guest agrees to be solely responsible for the actions of all occupants present at the Property at any time during the stay and to ensure that all occupants understand and comply with the terms of this Agreement.

3. CHECK IN AND CHECK OUT

- Check in is 4:00 pm on the _____ day of _____ in 20_____.
- Check out is 10:00 am on the _____ day of _____ in 20_____.
- Early check-in or late check-out may be available with prior authorization. Late departures without prior authorization may be subject to a late departure fee.

4. MAXIMUM OCCUPANCY

The property shall not be used by more than the number of adults and children listed in the reservation confirmation and is in effect 24 hours a day for the duration of the booked stay.

5. RESERVATION PAYMENT, SECURITY DEPOSIT & CHARGE AUTHORIZATION

The total price due as itemized in the reservation confirmation (the "Reservation Total") is payable as follows:

Reservation Total (including fees and taxes): \$_____

- **Deposit:** 30% of the Reservation Total is due at the time of booking to reserve the Property.
- **Balance:** The remaining balance of the Reservation Total is due in full **30 days prior to the check-in date**.
- **Bookings within 30 days:** Reservations made 30 days or fewer before the check-in date require payment of the full Reservation Total at the time of booking.
- **Charge authorization:** Guest authorizes Host to charge the card provided at booking for the remaining balance on the balance due date. If the balance cannot be collected by the due date, Host may cancel the reservation, and the cancellation terms in Section 6 will apply.
- **Security deposit:** Guest agrees to deposit with Host a security deposit of \$_____ to be held as security for the full and faithful performance by Guest of all terms and conditions herein, it being understood and agreed that no part of this deposit is to be applied to the Reservation Total. The security deposit is refundable and will be returned within 14 days of check-out if no damages occurred during the Guest's reservation and no furnished items were stolen or lost.

- All payments must be made with a valid VISA, MasterCard or debit card.

6. CANCELLATION POLICY

- **More than 30 days before check-in:** Cancellations received more than 30 days prior to the check-in date will receive a full refund of all amounts paid.
- **30 days or fewer before check-in:** Cancellations received 30 days or fewer prior to the check-in date are non-refundable, and Guest remains responsible for the full Reservation Total.
- All cancellations and reservation changes must be submitted in writing to Host at info@mybeachrentals.com. The cancellation date is the date Host receives written notice.
- No refunds of any monies paid will be issued for no shows, late arrivals, early departures or unused nights.
- Reservations booked through a third-party marketing channel (Airbnb, VRBO, Booking.com, etc.) are subject to the cancellation policy displayed on that channel at the time of booking.
- This Rental Agreement is a legally binding agreement between you, the Guest and the Owner or Manager of the property. Your reservation binds you to a specific period of time. There should be no expectation of refund and there will be no refund or relocation because you are disappointed with the property you have chosen to rent or in the event that something associated with the property is not working to your satisfaction. There will be no refunds or compensation for: Acts of God, Mother Nature, acts of war or government agencies, road maintenance, gas shortages, power outages or water outages. Standard cancellation policies always apply. Purchasing travel insurance is highly recommended.

7. HOUSEKEEPING OR MAINTENANCE ISSUES

- Guest agrees to check the Property thoroughly upon check-in and immediately report any housekeeping, maintenance or other concerns to Host for resolution and to ensure Guest is not held responsible.
- Guest agrees to allow Host a reasonable amount of time to address any reported issues and will allow Host or its representative to enter the Property at reasonable times with reasonable notice to make inspections or repairs deemed necessary by Host.

8. PET POLICY

- Pets _____ allowed. _____

9. SMOKING

Smoking and vaping are not permitted.

10. HOT TUBS AND POOLS (where applicable)

Guest acknowledges and accepts that regularly scheduled hot tub or pool maintenance may occur during Guest's stay and agrees to allow access.

11. GOOD NEIGHBOR POLICY

- Additional guests, groups, events or parties are NOT allowed. Noise audible outside the property is prohibited between 10pm and 8am. Adherence to maximum occupancy and noise ordinances is required and strictly enforced.
- Guest and all occupants agree to treat the property with the same care used with your own residence and leave it in the same condition it was in when you arrived.
- Guest and all occupants agree to close and lock all doors and windows when not present at the property and upon check-out.

- Guest and all occupants agree to conduct themselves throughout the booked stay in a manner that is respectful of and not disruptive to neighbors, traffic flow or the community, and that will not prompt complaints from police or neighbors.
- Should extra guests or excessive noise be reported, guest's reservation may be terminated and all guests will be asked to immediately vacate the property with no refund for guest's loss of use.

12. CRIMINAL ACTIVITY PROHIBITED

Use of the Property for any criminal activity or illicit or illegal substances is prohibited. Any violation may result in prosecution and immediate removal from Property with no refund or discount for loss of use, and Guest may further be subject to a decontamination fee at cost.

13. ID VERIFICATION

IDENTITY VERIFICATION

Guests are required to complete the Happy Guest check-in and provide a photographed copy of their government-issued photo ID, with the Guest's face, address, date of birth and photo clearly visible and in focus. The reservation billing information must match the information on the government-issued ID of the Guest making the reservation. We reserve the right to refuse service to individuals who do not furnish this information. In the event that a Guest refuses to provide their valid, government-issued ID after making a reservation, the Guest's reservation will not be granted information to enter the apartment and your cancellation of the reservation will be in accordance with the cancellation information on your reservation.

BACKGROUND SCREENING

We may obtain background reports from consumer reporting agencies or otherwise review publicly available information about you, including sexual offender registration lists or databases compiling information about criminal convictions. By making a reservation, you authorize the use of your personal information (including name, address, date of birth, or other identifying information) to obtain these reports, and agree that we may, in our sole discretion, suspend, cancel, block, restrict or terminate your access to our services or reservations made or contemplated, based on our evaluation of such reports.

RIGHT TO REFUSE SERVICE

We may refuse service to any individual for any reason(s) that does not violate federal or state laws. Reasons for refusing service to, or removing, a Guest or any other individual include, but are not limited to: refusal or failure to pay for accommodations; being under the influence of alcohol, drugs, or any other intoxicating substance such that the individual is disturbing the peace; seeking to use the apartment for an unlawful purpose; seeking to bring into the apartment an unlawfully-possessioned firearm or any item, including an explosive or hazardous or toxic substance, that is unlawful to possess and that may be dangerous to other persons; destroying, damaging, or defacing the Property or threatening harm to the Property, other guests, or residents of the Property; causing or permitting persons to exceed the maximum allowable occupancy of the apartment; or refusing to abide by the reasonable standards or policies established by the Company, including, without limitation, the House Rules and any published rules and regulations.

14. ADDITIONAL RULES

- Guest understands and agrees that Host cannot guarantee neighboring properties will be free from disturbances or construction in progress near or around the property and that such disturbances shall not be a reason for refund or discount.
- Guest may not rearrange or move furniture.
- Guest may not sublet or assign this Agreement.
- Burning candles or incense, fireworks or explosives are not allowed on the property at any time.

- Host nor Owner is responsible in any way for any reason for any personal property brought onto the Property.
- Guest agrees to pay fees for any missing parking passes, wristbands, cards, or any other passes as outlined in the Check In Message or Listing Description.
- Guest agrees to allow real estate showings, if the property is for sale, with 24 hours notice.
- Guest agrees to follow HOA Rules and allow HOA access when required.

15. LIMITATION OF LIABILITY

Guest acknowledges that, by using the Property, Guest voluntarily and willfully assumes all risks and responsibility for the choices made before, during and after use of the Property and that Guest and other occupants are solely responsible for supervising and protecting the health and safety of any and all occupants throughout the duration of the stay. To the maximum extent permitted by law, in no case shall Host or Owner be liable for any indirect, incidental or consequential damages for personal or bodily injury, illness or disease, emotional distress or damage to property arising out of or in connection with Guest's stay at the Property.

16. VENUE & DISPUTE RESOLUTION

The parties designate Horry County, South Carolina as the jurisdiction and venue with respect to any action under this Agreement. All claims and disputes arising under or relating to this Agreement shall be asserted within one year after check-out date and shall be settled by binding arbitration in the state of South Carolina. Notwithstanding the above, Host may file action in small claims court for the collection of any damages or fees in connection with Guest's stay.

17. INDEMNIFICATION

Guest assumes the risk of injury or loss relating to the use of the Property and any activities conducted thereon and hereby agrees to release, indemnify, defend and hold Host and Owner, and their employees, members, shareholders, heirs, agents and assigns, harmless from any and all claims, damages or causes of action including, without limitation, attorney fees and costs arising out of or in any way related to the use of the property by Guest or any invitees of Guest.

18. ENTIRE AGREEMENT

This Agreement, including documents referenced herein, constitutes the entire agreement of the parties and supersedes all prior agreements, promises and understandings, oral or written, between them with respect to the subject matter of this Agreement. If any portion of this Agreement is determined to be unenforceable or invalid, the remainder of this Agreement remains binding and effective against all parties and their respective successors and assigns.

SIGNATURES & ACCEPTANCE

By signing this Agreement and/or making the required payment, you acknowledge and consent to all terms and conditions of the House Rules, on your behalf and on behalf of all members of your party.

myBeach Vacation Rentals

Sign

Full Name

Date

Mailing Address

701 17th Ave S,
North Myrtle Beach, SC 29582
(843) 855-4711
info@mybeachrentals.com

Phone Number

Email

Date