

Lease Agreement for Two Pines Rental

Patrick Smith, hereby known as "owner", has entered into a property management agreement with W.P. Baldwin & Associates Real Estate Company, hereby known as "Agency" and Daniel Bates as "agent". Agency and agent have been granted permission to conduct business, including the receipt of money, on owner's behalf.

This lease is made this _____ day of _____, _____ between the owner and _____, hereby known as "tenant" for the premise located at 9739 Two Pines Road, McClellanville, SC 29458, hereby known as "Two Pines".

The lease shall begin at 3:00 p.m. on _____, _____ and end on _____, _____ at 10:00 a.m. Rental rates are subject to change, but will not change after deposit is received and contract is ratified. **All prices include linens, cleaning fee, and accommodation tax.** There is a 3 night minimum and 7 nights equal one week. **Rates from November 1st through April 30th are \$150/night or \$900/week and from May 1st through October 31st are \$200/night or \$1200/week.**

Payment and Reservations - To confirm a reservation, a **deposit of 1/2 the rental amount is due within 10 days of booking the reservation.** If the deposit is not received within 10 days, the reservation may be canceled. A confirmation of your reservation will be sent to you after receipt of the deposit. **Final payment is due on arrival. Payments must be in the form of a personal check, certified check, or money order made payable to Patrick Smith.** There is a \$25 fee for any returned checks.

Check In - 3:00p.m. or later on date of check-in. Call **Daniel Bates at (843) 513-2461** before checking to receive key code for the lockbox.

Agency reserves the right to discontinue occupancy, with no refund, if in the agency's opinion, the tenant is detrimental to the rental premises and/or is in violation of the following rules.

Premises are to be occupied by the tenant and his/her guests, but shall not exceed the occupancy of 12 people.

Premises must be left and maintained in a neat and orderly fashion. Tenant agrees to replace or pay for loss or damage to the premises. Tenant agrees not to rearrange furnishings. Tenant agrees that all members of the party will adhere to the rules and regulations affecting rental premises.

No House Parties. A house party may be, but is not limited to, any group made up predominately of people under the age of 25.

No Noise after 7p.m Tenant recognizes that Two Pines rental is in a residential neighborhood and that sound travels farther across the water. Tenant agrees to keep night-time activities to a minimum and limit all noises so they can not be heard from farther than 50 feet away.

Pets may be permitted, however tenant is responsible for any additional cleaning, damages or extermination charges caused by those pets.

No Smoking inside the house. Smoking is permitted on the screened porch if all doors are closed. Please discard extinguished cigarette butts in the trash and not in the yard, marsh, or creek. Additional cleaning charges may apply if smoke odor is detected inside the residence.

No long distance calls. Tenant agrees to reimburse agency for the actual cost of long distance calls plus a \$10 service charge.

Tenants is granted use of dock. The dock is located on the Intracoastal Waterway and is subject to wave action from passing boats.

Tenant agrees not to use or board boats belonging to the owner and their designees that may be on the property without prior written permission.

Locked storage areas are for the property owner's use and are not to be tampered with.

Appliances and equipment failures will be repaired as quickly as possible. Please notify agent of any problems.

Tenant agrees to assume liability and hold owner, agency, and agent harmless from any and all injuries to persons or damage to property caused by tenant or any other on the premises with tenants permission. Tenant agrees to pay any cost and reasonable attorney fees incurred by owner in defending any lawsuit or other action brought in reference to such injuries or damage. All personal property in the premises at tenant's risk only and owner, agency, and agent shall not be liable for any damage to it, nor responsible for insuring tenant's personal property. Tenant agrees to assume liability and hold owner, agency, and agent harmless for any and all theft of property occurring on premises.

Cancellations and Refunds - There is a \$25 fee for all cancellations after deposit is received. Deposit shall be refunded if cancellation is received in writing within 30 days before check-in. Deposit shall also be refunded if a cancellation is received less 30 days before check-in but a new tenant enters into a lease agreement for the same dates as the canceled lease agreement. In the event that a hurricane warning or mandatory evacuation is issued for the area, renters are encouraged to vacate the residence with their belongings and evacuate the area. A refund will be issued for days in which the residence was not used in the event of this evacuation.

Check Out is 10:00 a.m. Cleaning schedules prohibit exceptions. Please follow these steps before leaving to avoid additional cleaning fees:

- Strip any used beds of all linens and place in laundry basket in laundry room along with used towels
- Wash all dirty dishes or place in the dishwasher and turn on before leaving
- Remove all personal belonging
- Remove all food items from cabinets and refrigerator
- All trash must be securely bagged and tied and placed in trashcans outside
- Sweep or vacuum floors
- Return keys to lockbox or agency and notify agency of any damage to the property

Please complete with tenant's information:

Tenant Name _____

Driver License No. _____ State _____

Home Address _____

City _____ State _____ Zip Code _____

Home (____) _____ Cell (____) _____ Email _____

THIS LEASE IS A LEGAL BINDING AGREEMENT.

I agree that I have read and agree to the terms and conditions set forth.

Tenant's Signature _____ Date _____

Agent's Signature _____ Date _____

Complete all information and return with a check or money order made payable to **Patrick Smith** for 1/2 the total rate to:

**Daniel Bates
380 Mouzons Bluff
McClellanville, SC 29458**

To ensure that your reservation is not canceled, please return deposit within 10 days of tentative reservation. Reservations are not confirmed until deposit is received and a receipt and copy of this document is returned to the tenant

Total Rental Amount Due:

Deposit Amount: Received on: Received by:

Remaining balance to be paid at time of Check-in:

Agent's Notes: