

Licensing Agreement Terms and Conditions

Hilton Head Hideaways is the Booking Agent and you are the Guest(s)

Please print these Terms and Conditions for your records.

EXCHANGE OF MONEY AUTOMATICALLY CONSTITUTES ACCEPTANCE OF ALL TERMS AND CONDITIONS SET FORTH HEREIN.

WE SUGGEST THAT ALL MEMBERS OF GROUP RENTING & STAYING IN THE HOME/VILLA READ THIS LICENSING AGREEMENT SO ALL UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT.

The Booking Agent is Hilton Head Hideaways LLC (HHH). Our mailing address is 23 Royal Crest, HHI, SC 29928. Our phone numbers are #843-342-5815 (h) and #215-499-7827 (c).

The property will be ready for occupancy at **5:00 PM local time** on the beginning date of the License Agreement and must be vacated by **9:30 AM local time** on the ending date of the License Agreement. This is a Saturday to Saturday Rental. During high season, some units may not be ready by 5 p.m., your patience is appreciated

If you arrive before CHECK-IN TIME please do not come directly to the premises. Our cleaning staff only has a few hours to clean their assignments on "changeover day" and we are meticulous when it comes to cleaning. Additionally, we try to address any maintenance problems (e.g., air conditioning, bathroom and kitchen repairs, etc.) during that time so that you are not disturbed during your stay.

If you do arrive early to Hilton Head, there is plenty to do while waiting to enter the property. Coligny Plaza, Shelter Cove, Harbour Town, South Beach Marina and Hilton Head Beaches are the most visited spots on the Island and ideal for snacking, strolling and shopping. Some of the Island's best restaurants, outdoor cafes and nightly entertainment spots are located there.

A Keyless Entry System with a Touch/Combination Lock requiring a 4-digit code will be on the front door. The code will be sent to you along with other Hilton Head Island information when your signature page has been received. To open the front door, use the combination, which will be given to you after your final payment.

Housekeeping: The Property is cleaned before you arrive and when you depart. You will be provided with bath towels and bed linens. A new vacuum cleaner is stored inside. **Guests supply their own Beach Towels and Blankets.** Please do not use our linens and bed covers and blankets at the Beach. Violation of this policy will result in forfeiture of your Security Deposit.

As a courtesy to our out of country guests or anyone who flies here, we can provide beach towels and beach blankets upon requests. There is a full sized washer and dryer in the laundry area for your convenience.

RESERVATION/SECURITY DEPOSIT: No Security Deposit is required when paying your first payment by credit card. However, damages will be assessed and charged to your credit card on file if there are damages.

If making your first payment by check, a deposit in the amount of **\$200 in addition to the gross rental amount** is payable at the time this License Agreement is booked and will be returned by the owner within two weeks after License Agreement expiration less any damages or excessive cleaning fees. This deposit is our Reservation Deposit that places your name in our calendar and takes our vacation property off of the rental market. It converts to a Security Deposit upon your arrival. The balance of rent and any other fees are due 60 days before you arrive. You can mail a check to the Booking Agent, Hilton Head Hideaways. If you are booking this within 60 days of arrival, the total amount is due at time of booking, including the \$200 Security Deposit.

Any damage noticed upon arrival should be reported to the owner immediately. If damage is not reported, your deposit may be charged for the cost of the repair. All general maintenance should also be reported so the unit can be kept in good repair. In order to have Deposit returned or no other damages assessed to you, the following must occur:

- a) No damage is done to the unit or its content including the linens.
- b) No items are missing upon the inventory check. (This includes, but is not limited to, transferring items to other units.
- c) All debris, garbage and discards are placed in proper containers.
- d) All soiled dishes are placed in the dishwasher.
- e) There was no exceeding the maximum occupancy of the unit.
- f) There was no smoking or evidence of smoking in a designated non-smoking unit.
- g) Unit is left in neat condition.

Severe Weather: We do not refund rents or deposits lost due to cancelled or shortened stays because of inclement weather. If a Mandatory Evacuation order is given, refunds will only be given by your Travel Protection policy/agent, but you must have purchased coverage before the storm was identified and/or named. IF YOU CHOOSE NOT TO PURCHASE COVERAGE, THERE WILL BE NO REFUNDS.

Hurricane Policy and Tropical Storm Policy: We do not offer any refunds for Hurricanes or Tropical Storms. We highly recommend getting TRAVEL Insurance for your trip. It is up to the Guest to purchase this coverage for their trip. Coverage is available for health and weather related problems. Please call them direct or order online to purchase this in your name.

Travel Insurance and Hurricanes: What's covered? Travel insurance may cover a traveler's vacation investment if severe weather conditions directly affect their travel arrangements or accommodations. For example, if a traveler is forced to cancel a trip due to a hurricane, travel insurance *with* trip cancellation can provide a reimbursement for nonrefundable expenses, up to the limit of coverage purchased.

If severe weather forces the evacuation of the traveler's unit, the travel insurance may provide reimbursement for nonrefundable expenses, and additional travel expenses. For losses to be covered, travel insurance must be purchased before a hurricane is forecasted or predicted. Once a storm is named, losses resulting from a hurricane that has been forecasted or predicted on or before the effective date of coverage are excluded. All claims will be evaluated on their own merits at the time of adjudication by the insurer.

Travel Insurance is available on this site and we highly recommend you purchase it; or purchase a policy from one of the many online insurance vendors.

Make Up Weeks: As a courtesy to our paid guests, we do offer a 4-week period during the Winter, Saturday after Thanksgiving until the Saturday before Christmas, to make up any missed weeks due to any paid cancellations during the year. Please inquire, if applicable.

Cancellation Policy: In the event of cancellation of this contract, refund of the advanced rental deposit will be made only to the extent that a tenant call be found to occupy the vacated time reserved under this contract. The time factor is critical in vacation rentals and your deposit will hold this rental off the market for a period of time. If you cancel for any reason after we have emailed this you confirmation, your rent cannot be refunded unless the vacation rental is re-rented, less an administrative Fee of \$75. The earlier you warn us that you may need to cancel, the better the chances of re-renting the property to someone else. WRITTEN NOTICE REQUIRED FOR CANCELLATION!

Returned Checks. A \$25 service charge will be levied on any returned checks.

Owner/Booking Agent is, by South Carolina law, allowed to enter property at any time if he/she suspects any actions that might breach this contract. Owner/Booking Agent may also enter home to check A/C filters and for any other reason necessary to maintain, security and comfort of tenant.

If property is for sale, renter must cooperate with the owner or realtor to arrange convenient times to show said property if given at least 24 hour notice.

Community Rules: Guest agree to abide by rules of the community. These may be posted in the unit or at the community pool or office. These rules may change from time to time.

Minimum Stay: This is a weekly rental - Saturday to Saturday. If you have a questions about shorter or longer stay please contact the owner directly.

Cleaning Fee: There is a one-time \$95 linen setup and cleaning service fee; a few of our houses have there own Cleaning Fees which may differ, so please refer to our web site for their rates. There is *NO DAILY MAID SERVICE*. A starter amount of toilet paper, paper towels and laundry soap is provided. After they are used up, Guests will need to provide their own paper items and cleaning supplies. An initial set up of trash liners is also provided. Extra items needed are the responsibility of the guest. (i.e. Bring your tooth paste, laundry detergent, soap, beach towels, extra toilet paper etc.)

Utilities: The landlord will provide water, heat, electric, trash removal and local telephone usage. Guest is responsible for all long distance calls made during tenancy.

Restrictions: Generally, no trailers, boats, jet skis are allowed. However, please call to discuss special arrangements.

Occupancy: Our property has a maximum number of occupants, posted on our digital brochures on our web sites. As guest, you agree not to exceed the maximum occupancy by this property as described on the web. Person signing the contract must occupy the premise the entire length of stay. We do not rent to minors. Penalty for violation of the Agreement is outlined in Penalty for Violation of this Agreement at the end of this section.

Noise/Disturbances: Any disturbance resulting in neighborhood complaints or police action, other illegal activities, damage to the vacation rental, or violation of this agreement of rules and regulations governing the vacation rental, will be considered sufficient cause for immediate termination of your stay, and all monies paid will be forfeited. This agreement does not create a tenancy for the vacation rental; you can be removed from the vacation rental without process of law if you do not depart at the appropriate time.

Indemnification of Agent by Guest: Guest agrees to indemnify and save Booking Agent, its employees and Agents, free and harmless from any claim or liability for any loss or damage whatsoever arising from, related to, or in connection with rental of the Dwelling, including but not limited to any claim or liability for personal injury or damage or loss of property which is made, incurred or sustained by any Guest or any Guests invitee. **This includes any accidents or injuries while using the bikes provided.**

Damages: Damages must be reported by the guest before departure. Guest agrees to surrender property in the same condition as at commencement of the rental period. In case of abuse and malicious damage to rental property, guest will reimburse Agent and Owner the amount of all damages including reasonable attorney's fees.

Choice: You are responsible for you choice. This vacation rental is individually owned and managed. We have described our vacation rental in detail to the best of our ability. The rent will not be refunded and cannot be transferred to another location.

Falsified Reservations: Any reservation obtained under false pretense will be subject to forfeiture of advance deposit and/or rental money and the party will not be permitted to check-in.

GUESTS assures the **BOOKING AGENT** that the tenants will observe all **conditions and terms** of this License Agreement as to maintaining the premises in good order and appearance and will conduct themselves in a manner inoffensive to neighbors. **GUESTS** assures the **BOOKING AGENT** that any tenant who violates any of the terms of this License Agreement shall be immediately denied occupancy and shall remedy any damages or other expenses, which are caused by the tenant and/or the tenant's

guest(s). **GUESTS** agree that any tenant who is found using drugs or allows others to use drugs on the premises will be immediately denied continued occupancy at these premises.

GUESTS agrees that during the term of this License Agreement and such further time as he/she occupies the premises, he/she will keep the Booked premises clean and free of trash, garbage, and other waste; and all pipes, wires, glass, plumbing and other equipment and fixtures in the same condition as at the beginning of, or may put in during the term of the License Agreement, reasonable wear and tear and damage by unavoidable fire and casualty only exception.

GUESTS agrees that he/she shall not paint or make alterations to the property, including changing existing locks or adding new ones, without the **BOOKING AGENT'S** written consent. Upon not less than 24 hours notice, **GUESTS** shall make available to **BOOKING AGENT** or his agent for the premises of entering to make necessary or convenient repairs and to show the premises to prospective guests. In an emergency, **BOOKING AGENT** or his agent may enter the premises at any time without securing prior permission from **GUESTS**.

GUESTS may not let, sublet or assign this License Agreement for all or any part of the premises without prior consent of the **BOOKING AGENT**. If **GUESTS** abandons or vacates the premises, **BOOKING AGENT** may at his option terminate this License Agreement, enter the premises, and remove all property.

In the event that any action shall be commenced by either party arising out of, or concerning this License Agreement or any right or obligation derived there from, the prevailing party shall be entitled to receive attorney's fees as fixed by the Court in addition to all relief at law or equity.

Either party may terminate this License Agreement in the event of a violation of early provision of this License Agreement by the other party in the manner and as provided by law. The Policies and Procedures above are meant to protect our guests and owners alike. All guests, as well as owners are required to conform to all Policies and Procedures.

GUESTS assumes full responsibility for fulfilling the terms of the License Agreement for the period stated and assure the **BOOKING AGENT** full recourse for the payment of any amount outstanding from the total amount due in accord with the terms as stated above including any outstanding or unpaid charges that are the responsibility of the **GUESTS**.

Credit Card Authorization: I understand and consent to the use of the credit card provided without original signature on the charge slip, that a photocopy or fax of this agreement will serve as an original, and that this Credit Card Authorization cannot be revoked and will not terminate until 90 days after Booked premises are vacated. Charges may include: unauthorized long distance telephone and cable TV Special Events Charges; damages beyond normal wear and tear, parking violations and parking passes.

Escrow Deposit Agreement: Guests are advised that their reservation deposit must be placed in a S.C. Escrow Account as required by SC Real Estate Law. Guests authorize Hilton Head Hideaways LLC, a duly authorized corporation of South Carolina, to receive any and all interest that might be earned from the Hilton Head Hideaways LLC Escrow Account monies that are being held for their benefit.

Pet Policy: Please bring your pet's bedding and/or crate, as we do not allow pets on furniture or beds. Pets must be with their owners, or someone else responsible, at all times on the grounds when off a leash. Any waste must be collected and disposed on immediately.

There is zero tolerance for excessive barking. Barking is the number one complaint by neighbors about dogs on vacation; please keep barking to a minimum. Please crate your pet when pet is left unattended or use children's restraint gates found in each property to keep your per inside the kitchen area. **If your dog is reported to Security or the Police for causing a disturbance, they have the right to remove the dog from the Premises. Your neighbors are here for their vacation also and desire peace and quiet; we hope that you understand.**

All shots must be current and proof should be available to be furnished if requested. Please vacuum the house of all dog hair and dander before your leave. Owners will be responsible for any damage or clean up. Pet Sitting services are available for \$25/session up to a maximum of 12 hours. Please call us if you will need them.

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