

## Upstate Beach LLC Rental Policies

Rev M July, 2012

**Upfront Comment:** Upstate Beach LLC is a beach rental duplex for families wishing to enjoy the beach. The property is a large investment which should receive the same care that the renters would take at their own homes.

**Liability:** Upstate Beach LLC, and the owner shall not be liable for damages or injuries to tenants, guests of tenants, or any personal property of the tenants. Tenants agree to hold Upstate Beach LLC and the individual owners of Upstate Beach LLC harmless for any claims of damage, no matter how caused. Upstate Beach LLC and the individual owners will not be responsible for any acts of theft, vandalism or violence to tenants, guests of tenants or any personal property.

Renter understands that a pool is on the property and there are specific risks associated with the use of a pool. Renter assumes the risk of injury or death for all occupants. Renter will not allow others access to the pool without the written consent of Upstate Beach LLC.

Renter assumes all liability from use of equipment, appliances and furniture provided by Upstate Beach LLC. Upstate Beach provides items such as boogie boards, floats, bed railing, baby gate, rollaway bed, step stool, electric frying pans, crock pots, blenders, and other mechanical or electrical items for use by renters. The items are provided in "as is" condition with no liability or warranty from Upstate Beach. Renters are encouraged to inspect items and use them carefully so as to avoid personal injury and / or property damage.

Renter will act in a safety conscious manner while on the property. Renter will avoid unsafe acts such as (but not limited to): standing on furniture, standing on or leaning over deck railings, leaving spills on a floor, allowing children to swim unsupervised, leaving children in the unit alone and unsupervised, attempting to fix any item in the unit, or any other act which could possibly cause harm to the individual or the property.

### **Policies:**

**Check In Time:** 3:00pm EST or later.

**Check Out Time:** 9:00am EST. All check out items need to be completed and doors locked prior to 9:00AM. Trash must be removed, and the dishwasher started with the final load of dishes. All sheets should be piled on the floor of the bedroom. Towels should be piled near the washing machine. We request that the renters start washing towels to assist with the preparation for the next group.

**Cleaning:** Departure cleaning service is included with all rentals.

**Rental Rates:** Rates posted are weekly rates. Taxes are in addition to the rate. A \$50 reservation fee is added to all rentals.

**Payments:** The deposit is due immediately in order to hold the reservation.

50% of rental cost is due 30 days after the reservation is made.

The remaining 50% of the rental is due 30 days prior to the first day of the rental.

A deposit of \$250 / unit / week is required for all rentals. The deposit will be returned in less than 30 days after the end of the rental assuming that there is no damage, no cleaning issues, and no lost / stolen items.

**Cancellations:** If the unit cannot be re-rented, then the renter forfeits the half of the published rental rate (1<sup>st</sup> payment). If the unit can be re-rented, then a refund will be made, less a 20% re-rent administrative fee.

**Responsible Party:** The person(s) making the reservation is(are) responsible for all occupants of the unit.

**Occupancy:** Occupancy cannot exceed the number stated in the Occupancy Form. People not listed on the occupancy form are not allowed on the property.

**Keys:** 3 keys will be provided for each rental unit. Keys are not to be copied. A \$15 fee will be charged for lost keys. A \$25 fee will be charged if the renters are locked out and need assistance.

**Linens** are provided as part of the rental fee.

**Furniture:** The unit is furnished and decorated by the owner. Occupants cannot alter or rearrange the furnishings.

**Pets:** Renters are not allowed to bring pets onto the property or into the building at any time. Please note that the owner may choose to have a pet on site, so any allergies to pets should be communicated prior to signing the rental agreement.

**Smoking:** The units are no smoking at all times. This includes the decks.

**House Parties** are not allowed at any time. The units are for family rentals.

**Pool:** No small items will be allowed in the pool area as they may be sucked into the pool equipment. This includes water balloons, paper products, small toys, etc. Glass is not allowed in the pool area at any time. There is no diving in the pool. Hanging on the pool volleyball equipment can cause damage to the pool deck, in addition to the net. Renters should not touch or adjust any pool equipment.

**Repairs:** Occasionally appliances or equipment malfunction. Please report any problems immediately so that they can be resolved as quickly as possible. Do not attempt to repair items yourself. We will make every reasonable effort to have the repairs made as soon as possible. No reduction, rebate or refund of rent will be issued for any mechanical failure of air conditioning/heat, dishwasher, refrigerator, disposal, TV, washer/dryer or other appliances. Note: Service requests called in after 5 P.M. may NOT be handled until the following day.

**Routine Maintenance:** We may need to enter the premise to perform maintenance and may not have the opportunity to notify you in advance. The owner or service personnel are granted access at any time.

**Accidents:** Please report any damage immediately so that it can be repaired. Do not repair items yourself, as we have contracted with a repair company for this need.

**Fireworks** are not permitted on the property at any time. Fireworks lit from the deck, the concrete or the ground all have the potential to start a fire on the property.

**Remember to bring:** salt, pepper, sugar, paper towels, toilet paper, soap, shampoo, washing detergents, and cleaning products. These items are not provided.

**Grilling:** A charcoal grill is provided, and is to be used on the pool deck only. Grilling is not allowed on porches, balconies, decks, or underneath the unit. Any damage as a result of grilling in unsafe areas will be the renter's responsibility.

**Parking** is for the renters' vehicles only.

**Locked Closets:** The locked closets are for the owners only.

**Campers / RV's** are not permitted to be hooked up or occupied on the property.

**Evacuations:** If a mandatory evacuation is issued, then please follow the instructions on the local news stations. You will be refunded for the nights that the evacuation was in effect, and are welcome to return when the evacuation is lifted.

**Renters Can Be Evicted With NO Refund of Rental Fees** for not following the policies noted above. Additionally eviction can be the result of:

Activities that cause the police to be called to the building.

Illegal substance use on the property.

Unsafe acts that might lead to injury.

Overnight stays or visits of people not listed on the occupancy form,

Parties with people not listed on the occupancy form.

**Withhold Deposits / Renter Liability:** Upstate Beach LLC reserves the right to withhold deposits, refuse rentals, or to terminate occupancy if we feel that the renter is detrimental to

the rental property. Additionally, Upstate Beach LLC will pursue legal remedies for actions by renters that cause damage to the property. Legal remedies will include replacement of damaged items, repair of the building, and loss of rental income as a result of the damage.

**Contact Numbers:**

For all maintenance related issues (house, appliances, pool), contact Jeff at 864-325-4700

For emergency, contact: 911

Note: Phones are not provided, so renters need to have cell phones for communication.