

Exclusive Properties, LLC

Guest Reservation Application and License Agreement

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THIS GUEST RESERVATION APPLICATION AND AGREEMENT (the "Agreement" is made effective as of _____ between Exclusive Properties, LLC (the "Company" or "EP") and the following guest (the "Guest"):

GUEST NAME: _____

ADDRESS: _____

BEST CONTACT PHONE NUMBER: _____

EMAIL: _____

OCCUPATION: _____

WHEREAS, the Guest desires to reserve a vacation rental unit from the Company pursuant to the terms and conditions contained herein.

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements contained herein, the security deposit as required herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. It is understood that each property including the furnishings is privately owned. The Guest(s) agrees to compensate the Owner for any damages caused by their carelessness or negligence. Exclusive Properties is not responsible for articles lost, stolen or left. Guest(s) agrees not to smoke inside of the property.
2. Guest(s) agree that Exclusive Properties or its agents or employees may enter the premises for the purpose of effecting necessary repairs and/or maintenance or for other necessary purposes. Occupancy and use of the premises and communal areas shall not be such as to disturb or offend other Guests or Residents in neighboring homes. The Owner has the prerogative to terminate this agreement and ask disruptive guests to vacate.
3. The Guest(s) acknowledges and understands that he (she) is a licensee of the Owner and not a tenant; and are not acquiring any interest in the property. The Guest(s) acknowledges and understands this reservation is only for the number of adults and children listed. NO HOUSE PARTIES OR BACHELOR PARTIES. NO TENTS IN BACKYARD, NO BANDS OR DJS. Violators will be asked to leave and will not be refunded any money for the time remaining on their reservation. Should the accommodation become unavailable due to maintenance reasons or is no longer available for rental, the Owner will provide alternative accommodations and will notify the Guest if time permits. If guest is not satisfied with alternative accommodation then we will refund the deposited amount of rental. Guests must be at least 25 years of age unless accompanied by their family.
4. We do not tolerate noisy or rowdy groups. The island has 24-hour noise ordinances and will fine up to \$1,000 if they receive a complaint. You will lose your damage deposit being held by Exclusive

Properties if a noise violation or warning occurs and risk immediate eviction. Please do not rent this home if you are not going to respect the noise ordinances.

5. The Guest(s) acknowledges and understands that check-in is no earlier than 5:00 PM and that check-out is no later than 9:00 AM. The Guest(s) agrees to return all keys. There will be no refund for early departures for any reason, weather related or not.
6. Payment of 50% of the total gross rental amount, together with a complete Guest Reservation Application and License Agreement must be received and approved by the Company before a confirmation will be issued. Final payment, consisting of the remaining 50%, must be received by the Company no later than 45 days prior to arrival (or immediately if booked within 45 days of guest arrival). Should the Company not receive the final balance by this due date, the Guest(s) authorizes the Company to charge the balance due on the reservation to the Guest(s) credit card on file. Failure to make payments on a timely basis will make your reservation subject to cancellation. The Guest agrees that all interest from these payments shall go to Exclusive Properties, LLC, and Exclusive Properties, LLC will contribute all interest earned to a charitable enterprise that may include but not limited to the Realtor Housing Opportunity Program (affordable housing in the Charleston Area), or Water Missions International.
7. Absolutely NO PETS ALLOWED. Bringing pets will result in the complete forfeiture of all money paid and you will be asked to vacate the property. Guests will also be responsible for damages and flea control treatments. Some homes may allow a pet for a \$250+tax pet fee per pet and must be itemized on your contract. You will be required to show proof of up to date vaccination and monthly flea preventative before arrival. You are responsible for all waste clean-up inside and outside of the home and all pet hair must be vacuumed up before departure. Puppies under 1yrs old are not permitted.
8. We make every effort to ensure that our properties are ready for our Guest's arrival. (And we give preferential booking to guests who promise to be reasonably tidy.) But we will not issue refunds if the property is not cleaned by check-in time.
9. Please notify us as soon as a maintenance problem occurs. We will quickly repair or replace any appliances, see to pest control, etc., but no refunds will be given.
10. There are no refunds issued for bad weather.
11. Guest agrees to hold Exclusive Properties and the owners harmless for any accident or injury whatsoever that may occur on the rental property during occupancy.
12. In addition to rental charges, properties also require an Accidental Damage fee of \$69 (non-refundable) and a \$1,000 (\$500 for smaller homes) security deposit. This deposit, less all damage or loss of items, excessive cleaning, non-compliance of check-out procedures including failure to check out at approved departure time, or forfeiture due to cancellation or violation of this Agreement or other applicable rules, will be refunded within 30 days after checkout. If damages exceed the held damage deposit, guest(s) agree to pay for and/or allow charges to credit card on file for actual costs. Invoices and receipts will be mailed or emailed to guest(s). Guest(s) agree to report ANY damage to the house or anything in the house immediately, failure to do so may result in loss of security deposit.
13. If a pool or spa can be heated, there will be an additional charge for this option. If for some reason the equipment breaks or the heat-function fails and cannot be fixed, then the pool fee will be refunded at a pro-rated amount. If the pool is heating, but not to your liking, this does not constitute a refund. If a pool is heated by gas, then you will be charged the full price of the tank and any gas not used will be

refunded after departure. If the gas tank runs out while you are there, you will be given the option to have it refilled and then reimbursed what you don't use. Please keep in mind that electric pool heaters may go into a freeze mode if the temperature drops below 55 degrees.

14. All Isle of Palms city ordinances during rental occupancy must be followed. Noncompliance of any of these ordinances will result in eviction of the property and forfeiture of all monies paid.

These ordinances include but are **not limited to**:

- A. Sec.5-4-202 Maximum Overnight Occupancy –the maximum overnight occupancy of a residence shall be limited to the greater of: two people per bedroom; plus two people. One person per 250 square feet of gross heated floor area in the entire house. Children under two (2) years of age shall not be included in determining the maximum overnight occupancy.
- B. Sec.5-4-203 Maximum Occupancy at Any Time-at NO time shall the total number of persons at a residence exceed forty (40) persons, including children. **(Must have prior approval from Exclusive Properties to have more people than what the home sleeps during the day)**
- C. Sec.5-4-204 Maximum Number of Vehicles-the maximum number of vehicles that may be located at a residence between the hours of 11:00 p.m. to 9:00 a.m. shall be limited to one vehicle per approved bedroom or one vehicle for every 2.5 people allowed under the maximum overnight occupancy. In no instance shall the number of vehicles allowed be less than two.
- D. Sec. 9-2-5. Noise.
 - a. **Declaration; specific noises.** It shall be unlawful for any person to create, assist in creating, permit, continue, or permit the continuance of any unreasonably loud or disturbing noise in the City except as expressly allowed pursuant to subsections e and f of this section. The following are declared to be loud or disturbing noises in violation of this section, but such acts shall not be deemed to be exclusive:
 - 1. *Blowing horns.* Except as required by law, no person shall blow or cause to be blown within the City any steam whistle, electric horn, or other signaling or warning device, except as alarm signals in case of fire or collision or other imminent danger.
 - 2. *Pets.* It shall be unlawful to keep, stable, harbor or maintain any animal or bird which disturbs the comfort or repose of any persons in the vicinity by making continually or frequently loud noise.
 - 3. *Loudspeakers, etc.* It shall be unlawful to use, maintain or operate loudspeakers, sound trucks, amplifiers or other mechanical or electrical devices for increasing the volume of sound, upon the street, sidewalks, parks or other public places of the City, except as permitted under subsection e of this section.
 - 4. *Hawking or peddling.* It shall be unlawful for any person to make any noise on a public street or in such proximity thereto as to be distinctly and loudly audible on such street by any kind of crying, calling, or shouting or by means of any whistle, rattle, bell, gong, clapper, horn, hammer, drum, musical instrument, or other device for the purpose of attracting attention or of inviting patronage of any persons to any business whatsoever. It is the express intention of this subsection to prohibit hawking, peddling, soliciting or using other loud noises to attract attention to a business and not to prohibit the spill-over noise emanating from a lawfully operating business.
 - 5. **Radios, phonographs, televisions, etc.** The playing of any radio, hi-fi, stereo system, phonograph, piccolo, television or any musical instrument in such manner or with such unreasonably loud volume as to disturb any person, or the playing of such instrument in such manner as to disturb the quiet, comfort or repose of any person in any dwelling or other residence.
 - 6. *Use of vehicle.* The use of any automobile, motorcycle or other vehicle in such a state of disrepair, or so loaded, or used or repaired in such a manner as to create loud or disturbing noises, particularly grating, grinding, rattling, riveting or other disturbing noises.
 - 7. *Exhaust discharge.* To discharge into the open air the exhaust from any steam engine, stationary internal combustion engine, motor boat engine, motorcycle or motor vehicle except through a muffler or other device which will effectively prevent loud or explosive noises therefrom.
 - 8. *Noise in proximity to schools, courts, etc.* The creation of any excessive noise on any street adjacent to any school, institution of learning, library, or court, while the same is in session, or adjacent to any church during church services, which interferes with the work or worship at any such place or institution.
 - b. *Musical instruments--Daytime play.* It shall be unlawful for any person, entity or establishment to play, operate or cause to be played or operated, any radio, amplified musical instrument (including but not limited to brass or drum instruments), or other amplification device or apparatus making or reproducing

musical or other sounds before 10:00 a.m. or after 10:00 p.m. Sunday through Thursday, or before 10:00 a.m. or after 11:00 p.m. Friday and Saturday, in such a manner as to be plainly audible in any street, right-of-way, adjacent place of public accommodation or adjacent residence.

- c. *Same--Nighttime play.* It shall be unlawful for any person, entity or establishment to play, operate or cause to be played or operated, any radio, amplified musical instrument (including but not limited to brass or drum instruments), or other amplification device or apparatus making or reproducing musical or other sounds after 10:00 p.m. and before 10:00 a.m. Sunday through Thursday and after 11:00 p.m. and before 10:00 a.m. Friday and Saturday in such a manner as to be plainly audible in any street or right-of-way.
- d. *Piledrivers and other apparatus.* Between the hours of 7:00 p.m. and 7:00 a.m., it shall be unlawful for any person to operate or use any piledrivers, steam shovels, pneumatic hammers, derricks, steam or electric hoists, or other apparatus, the use of which is attended with loud or disturbing noises.
- e. *Public interest events.* Notwithstanding any other provision of this section, on application to, and approval by, the Chief of Police, written permits may be granted to broadcast programs of music, speeches, general entertainment, or announcements as a part of and incident to community celebrations of national, State, or City occasions, public festivals, or other public interest events, provided that traffic on the streets is not obstructed by reason thereof. In determining whether or not to issue such a permit, the Chief of Police shall weigh the public interests in the event against the noise and disturbance anticipated to be created by the event and must consider the intensity and duration of the noise and the area that will likely be affected. The language or content emanating from the event shall not be considered.
- f. *Exceptions.* None of the foregoing prohibitions shall apply to or be enforced against:
 - 1. Any City vehicle engaged in City business;
 - 2. Excavations or repairs of bridges, streets or highways, by or on behalf of the City, county or state during the night, when the public welfare and convenience renders it impossible to perform the work during the day; nor shall the same apply to work performed by public utility companies under like conditions and circumstances, or when there is urgent necessity therefore. (Code 1994, § 9-2-5; Ord. No. 1999-15, 6-22-1999; Ord. No. 2001-4, § 1, 3-27-2001; Ord. No. 2003-15, § 1, 11-25-2003)

15. Exclusive Properties will NOT be held responsible for any tickets issued by law enforcement due to any violation of the above mentioned ordinances.

16. Some homes have security cameras in outside common areas for your safety. Ex. Ring door bells

17. All monies collected and uncollected will be due and forfeited if cancellation is required. Please send your cancellation in writing and call 843-886-4753. We strongly encourage purchasing Travel Insurance.

18. Cancellation Policy:

- A. Guest cancellation must be in writing and balance paid in full. If you cancel your reservation, all monies will be held until the property has been rebooked and confirmed for the same rental period for the same rate. There are NO exceptions. If the property is rebooked for only part of the rental period or for a reduced rate for the reserved days, your deposit will be refunded minus any uncollected rent for the rental period, guest cancellations are subject to a cancellation-processing fee of \$250, and 10% of the rental. If the property isn't rebooked all monies will be forfeited.
- B. There are no refunds issued for bad weather or other Acts of God.
- C. We recommend purchasing travel insurance on your own.

Guest Signature: _____

Date: _____

BECAUSE **ANYTHING** CAN GO WRONG

HURRICANE FLOODING
JOB LOSS MANDATORY EVACUATION
UNINHABITABLE FAMILY EMERGENCY
ACCOMMODATIONS

Hurricanes, illnesses, and plenty more can spoil a vacation. Sun Trip Preserver™ vacation rental insurance provides the most complete protection for guests, homeowners, and vacation rental management companies.

SUN TRIP PRESERVER	
Trip Cancellation Trip Interruption <i>Maximum \$100,000</i>	Covered reasons include: Sickness, injury or death. Mandatory Evacuation, Inaccessibility & Uninhabitability due to Hurricane. Involuntary termination of employment or transfer of employment, uninhabitability of principal place of residence, extension of school year
Trip Delay <i>\$750 (\$200/day)</i>	Coverage provides reimbursement for reasonable additional accommodations and travel expenses if you are delayed 12 hours or more due to carrier caused delay, inclement weather, strike or natural disaster.
Emergency Accident & Sickness Medical Expense <i>\$25,000</i>	Coverage provides for emergency medical treatment as a result of an accidental injury or sickness which occurs during the covered trip.
Emergency Medical Evacuation <i>\$525,000</i>	Coverage provides for emergency transportation expenses to the nearest hospital by air or land ambulances and if insured is hospitalized more than 7 days, round trip economy airfare for a companion to visit.
Baggage Delay <i>\$1,000 (\$200/day)</i>	Coverage provides for emergency purchase of necessary personal effects if baggage is delayed more than 12 hours.



Comes through when plans don't.

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