

## **Rental Agreement for 663 William Hilton Parkway #1424, Hilton Head SC 29928**

### **Owners:**

**Steve and Jodi Lyczak**  
**(309) 825-7061**  
**hiltonheadbeachlife1424@gmail.com**

### **PAYMENTS:**

A "reservation" deposit of \$100 is required to make a reservation. The full rental fees are due 30 days prior to the start of the rental. These may be broken into smaller payment increments if booked 60 days or more in advance through our personal website; commercial websites collect the full deposit/payment upon booking. If Renter is arriving within 30 days, full payment including the "security/reservation" deposit is due immediately upon booking the reservation. The deposit becomes a "security/damage " deposit upon check-in.

If payment is by credit/debit card, a 3.75% fee will be deducted from security deposit when returned to Renter.

### **REFUND OF SECURITY/DAMAGE DEPOSIT:**

Excluding the conditions of the Cancellations and Refunds policy stated below, the Security/Damage deposit will be refunded to Renter not later than 14 days after check-out if there are no security/damage issues and an inspection of the villa has been made and found to be satisfactory. If there are damages to the villa or its contents, missing items, outstanding fines, or if there is any indication of smoking odor or damage, or if extra cleaning is required, the deposit will be adjusted accordingly. If repair/damage correction costs exceed the deposit, Renter's credit card will be charged as appropriate. Renter acknowledges that any loss/damage to the condo above the \$100 security/damage deposit will result in a charge for replacement value and this may be charged to Renter's credit card, or Renter will pay by check upon notification from Owner. Renter will promptly submit the monies due.

### **CANCELLATIONS AND REFUNDS:**

***TIME IS OF THE ESSENCE!*** *If you need to cancel, please notify us as soon as possible so we can try to re-rent your reserved dates!* For cancellations more than 30 days before scheduled check-in, Renter's deposit will be returned. For cancellations between 14 and 30 days before scheduled check-in and if Owner is able to re-rent the unit for the same rate, all monies will be refunded. If Owner is unable to rent the unit, Renter will forfeit 50% of rental fees. For cancellations within 14 days before scheduled check-in, if Owner is able to re-rent the unit for the same rate, all monies will be refunded any money paid. For cancellations within 14 days if Owner is unable to re-rent the unit for the same rate, Renter will forfeit all rental fees.

There will be no refunds of deposit or rental fees for early departures or no-shows. Refunds may take up to 60 days to process.

### **FORCE MAJEURE:**

There may be circumstances beyond the Owner's control and contemplation in which the

property might not be available for the booking. Examples of these include (but are not limited to): destruction of or severe damage to the property. In the event of this, Owner will attempt to make alternative arrangements where possible. If unable to do so, or if the alternative arrangements are not acceptable to Renter, all monies paid will be refunded. This will be the full extent of the Owner's liability to Renter in such circumstances, and Owner will not be responsible for any other costs connected with any such cancellation, howsoever arising.

#### **STORMS/HURRICANES:**

Owner's desire is to work with Renters to make sure they are safe and protected in the event of a hurricane. If the Hilton Head Island / Beaufort county area is included in the NOAA five day forecast track of a named storm during any portion of the reserved dates, and Renter wishes to reschedule, cancel or delay their visit, Owner will pro-rate the rental, reschedule to another open date, or cancel the reservation and refund the deposit. If Renter chooses not to change the reservation and a mandatory evacuation is later issued, Owner will pro-rate the rental accordingly as long as Renter follows the instructions of the local authorities fully.

#### **MAXIMUM OCCUPANCY:**

No more than 6 adult guests are allowed in this villa. Renters who exceed the occupancy limit and falsify occupancy information are subject to eviction with no refunds.

#### **PETS:**

Pets are **NOT** permitted in the villa or anywhere on the resort property.

**POOL:** This may not constitute ALL pool rules in effect by the resort. Any other rules as posted in pool areas are to be abided by. Swimming pools are open without lifeguard service for use at the Renter's own risk.

No glass containers of any kind are allowed in the pool area. Children under the age of 12 must be accompanied by a responsible adult at all times. Children under the age of 12 are **NOT** allowed in the hot tub or sauna in Building 3. Small children are required to wear swim diapers in all pools.

#### **RULE VIOLATIONS/FINES:**

Renter agrees to follow the resort rules and the personal rules provided by the villa's owner and understands that failure to comply could result in **fines or expulsion by Security with no refund of rent. Any fines issued as a result of violating these rules will be paid by the Renter.** Any fines that Renter may incur during their stay that are not paid by Renter before departure will be deducted from the "security/damage" deposit.

If "security/damage" deposit has been authorized via a credit card, Renter agrees that Owner may charge the credit card for any outstanding fines in excess of the "security/damage" deposit. Loud house parties are strictly prohibited and are grounds for eviction

#### **CHECK IN/OUT:**

Renter agrees to abide by check-in and check-out times unless arrangements are made in advance with the owner. This rental agreement does not create a tenancy or residence. Renter must depart at the appropriate time.

**NO SMOKING:**

Smoking is not allowed in this villa or on the balcony. If it is found (either by residual odor or damages) that Renter has violated this rule, Renter will be charged a minimum of \$200 up to \$500 for odor removal services.

**AGE LIMIT:**

Renter must be 25 years of age to rent this condo and provide proof of age if requested. Exceptions may be made in writing by Owner.

**ILLEGAL ACTIVITIES:**

Renter certifies that no illegal activity will be allowed in the villa during their stay. Illegal substances are strictly prohibited and grounds for immediate eviction.

**CLEANING AND INSPECTIONS:**

Villa is cleaned and inspected prior to Renter's arrival and upon departure. Daily maid service is not included.

Upon departure, renter agrees to remove all trash from the unit, leave dishes and pots/pans clean or in cycle in dishwasher and place soiled towels in tub or shower. Beds need not be stripped.

**MAINTENANCE:**

Maintenance problems will be handled in a timely manner. Rental rates will not be adjusted due to any malfunction of equipment. If you experience a maintenance or cleaning problem, Renter is required to contact the Owner via telephone - do not call the regime office as they do not maintain any of the villas.

**DAMAGES:**

Renter agrees to be responsible for damage to the property (including need for extra cleaning) and to reimburse owner for items missing from villa after rental is complete (excluding normal consumables). Inspections are done to the villa before your arrival and immediately after your departure. Renter agrees that owner shall not be responsible for damage to or loss of renter's personal property. If "security/reservation" deposit has been authorized via a credit card, renter agrees that Owner may charge the credit card for any damages, missing items, or odor removal services. If costs exceed the deposit, your credit card will be charged as appropriate.

**VILLA EQUIPMENT:**

Owner will provide utilities, furniture, kitchen dishes/utensils, starter supply of soap and paper products. Bedding and towels are provided for the maximum number of possible guests.

Basic Cable service is provided.

Secure Wi-Fi is provided.

No telephone service is provided – **you must bring an active, working cell phone and your phone number must be provided at the end of this document.**

**FALSIFIED RESERVATIONS:**

Any reservation obtained under false pretense will be subject to forfeiture of advance payment, deposit, and the party will not be permitted to check in or will be subject to eviction with no refunds.

**MISC:**

No one shall act in such a way as to interfere with the peace and enjoyment of the residents of other villas.

Luggage carts may not be taken into the villa.

Absolutely no items are allowed to be kept outside of villa.

Towels and linens are not to be taken from the villa. *We require you to bring your own beach towels.*

Commercial vehicles or cars with commercial signage and lettering are not allowed to park overnight. Signage that can be covered is acceptable.

If your vehicle leaks oils or other liquids, do not park in the covered parking areas.

Observe and obey loading zone time limits.

Observe and obey luggage cart time limits.

NO Candles are to be burned in the villa.

Bicycles are not allowed in the villas or balconies. Use the bike storage areas under any of the buildings or lock bikes in your vehicle. Follow the resort's posted rules for bike travel on the boardwalk. *We suggest you lock your bikes whether in the resort or out about the island.*

**EXCEPTIONS:**

Any exceptions to the above-mentioned policies must be approved in writing.

By signing below, I agree to the terms set forth in this rental contract.

\_\_\_\_\_ (Signed) \_\_\_\_\_ (Date)

\_\_\_\_\_ Full Printed Name

\_\_\_\_\_ Home address

\_\_\_\_\_  
\_\_\_\_\_ Phone Number

\_\_\_\_\_ Email address