

## PROPERTY RENTAL AGREEMENT

This lease, entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between SE Sunshine Investment Properties LLC, Owner ("Owner") and \_\_\_\_\_, "Renter" for the property located at Brass Rail Villas, 1508 Butler Avenue, Unit 319, Tybee Island, Georgia 31328 ("Property").

1. **TERM:** The term of the lease shall begin on the arrival date of: \_\_\_\_\_ and end on the departure date of \_\_\_\_\_ for \_\_\_ number of nights. The property will be ready for occupancy no earlier than 4:00 pm EST on the arrival date and must be vacated no later than 10:00 am EST on the departure date.
2. **RENT:** The rent is \$ \_\_\_\_\_ plus a housekeeping fee (\$125.00) and a security deposit (\$200.00) payable for a total rental fee of \$ \_\_\_\_\_ as follows:
3. **PAYMENTS:** The following payments are due at time of reservation:
  - a. \_\_\_\_\_ 50% of the total rental fee \$ \_\_\_\_\_ to secure reservation with 50% due 30 days in advance of arrival.
  - b. \_\_\_\_\_ OR 100% of rental fee \$ \_\_\_\_\_ paid at time of reservation.
4. **Rental Balance (if option a.)** of \$ \_\_\_\_\_ (50%) due 30 days in advance of arrival. No refunds will be given for early departures unless Tybee Island is under Mandatory Evacuation by National Hurricane Center (see Hurricane Season Rental Policies).
5. **LIMITED OCCUPANCY:** Occupancy is limited to a maximum of 8 persons. The condo will not be rented to anyone under 25 years of age. If Owner concludes that this policy has been breached, the Owner reserves the right to expel the entire party with no refund.
6. **SECURITY DEPOSIT:** The \$200 shall be paid as a separate payment and will be returned in not less than two weeks, if no damage to the premises is found after your departure. Renter may pay by check, however, Owner requires Master Card, Visa, AMEX or Discover information on file for security purposes.
7. **NON-DISTURBANCE CLAUSE:** Renter and their guests shall not disturb, annoy, endanger (fireworks) or inconvenience neighbors nor use the premises for any unlawful purposes.
8. **CARE OF PREMISES/DAMAGES: NO PETS ALLOWED. NO SMOKING PERMITTED IN HOUSE.** Automatic eviction plus forfeit of deposit and rent if violated. Renter agrees to pay Owner for any damages to furnishings, household items or pool that occur as a result of Renter's occupancy. This will include payment of any additional cleaning charges over \$100.00 incurred due to Renter's occupancy.
9. **OWNERS RIGHTS:** Renter agrees that if the conditions and limitations set forth herein are not met, Owner shall have the right to cancel this agreement and may enter the Property, either by statutory proceedings or by force, to inspect the Property and ensure that Renter has vacated the Property. All monies paid by Renter shall be forfeited as liquidated damages.
10. **INDEMNITY CLAUSE:** Renter hereby agrees to Indemnify and hold Owner harmless from any and all claims including those of third parties, arising out of or in any way related to Renter's use of Property or the items of personal property provided therein. Renter assumes all risk of injury or other losses relating to any recreational activities including use of the private swimming pool on the Property and will hold Owner harmless with respect thereto.

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- 11. **NO SUBLETTING:** Renter may not sublet or assign this lease for all or any part of the premises without prior written consent of the Owner.
- 12. **REPAIRS AND MAINTENANCE:** The Property is rented with the Owner’s furniture and household furnishings. Owner shall not be responsible for providing additional furnishings or equipment not presently available in Property. Renter will report any maintenance issues immediately to the Owner. Owner will make every effort to repair and/or replace any equipment that is not working properly, but cannot guarantee that all equipment is in good operating order at all times and no rate adjustments or refund will be made for equipment or appliance failures.
- 13. **CANCELLATIONS** made 30 days prior to your arrival date incur a cancellation fee of \$50. Cancellations made 14-29 days before your arrival date forfeit the 50% deposit. If a reservation is cancelled less than 14 days before your scheduled arrival, you are responsible for the entire rental rate. Cancellations must be received in writing.
- 14. **PARKING:** Is limited to 2 cars in the garage.

This agreement is also bound by Addendum 1, House Rules and Addendum 2, Hurricane Season Rental Policies.

Renter and Owner, by signing this Rental Agreement, acknowledge that they will comply with the terms of this agreement and each assume the responsibility for the obligations set forth herein. Renter acknowledges receipt of the House Rules and Hurricane Season Rental Policies. Renter acknowledges that they have read, accept, and agree to the terms set forth.

\_\_\_\_\_

Owner Signature \_\_\_\_\_

Date \_\_\_\_\_

Renter Signature(s) \_\_\_\_\_

Date \_\_\_\_\_

Renter Name(s) \_\_\_\_\_

Address \_\_\_\_\_

Email Address \_\_\_\_\_

Telephone: cell/home \_\_\_\_\_ work: \_\_\_\_\_

Emergency Contact \_\_\_\_\_

Visa, MasterCard, Amex or Discover (please circle) Credit Card  
Number \_\_\_\_\_

Expiration date \_\_\_\_\_

**Checks to: SE Sunshine Investment Properties LLC, PO Box 476, Metter, GA 30439**

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### SE SUNSHINE INVESTMENT PROPERTIES TYBEE ISLAND RETREAT HOUSE RULES

- **NO SMOKING INSIDE THE PROPERTY** –This is a smoke-free property. Smoking is only permitted outside and cigarette butts should be disposed of properly and not thrown on the ground.
- **NO PETS ALLOWED –AUTOMATIC EVICTION AND FORFEIT OF DEPOSIT AND RENT IF VIOLATED.**
- **NO HOUSE PARTIES** – Home is for use by the number of people authorized in your Property Rental Agreement only.
- **NO FIREWORKS ALLOWED** – Any evidence of fireworks may result in immediate eviction with no refund.
- **GRILL USE** – There is an electric grill for your use on the patio. No propane or charcoal needed. **Please clean grill after each use.**
- **POOL USE** – Pools and Hot Tub are for use by the number of people authorized in your Property Rental Agreement only. The Pools and Hot Tub are private – swim at your own risk .NO DIVING ALLOWED.
- **MAINTENANCE AND REPAIRS** – Report immediately to Owners, Scott Glanton 912-682-0374 or Brian Tootle 912-687-0176.
- **GARBAGE PICK-UP** – **Place all trash in the dumpster which is located at the end of the parking garage (towards the beach) in the designated area.**
- **CHECK OUT PROCEDURES -**
  - a. **CHECK-OUT NO LATER THAN 10:00 AM**
  - b. All furniture should be returned to its original location.
  - c. Empty all trash in garbage dumpster located at the end of the parking garage in the designated area (towards the beach)
  - d. Remove and dispose of all food items from refrigerator and pantry/cabinets.
  - e. Place dishes, utensils, etc. in dishwasher and turn it on when you depart.
  - f. Remove sheets and all dirty towels and place in laundry area.
  - g. Put key(s) back in the lock box, leaving both doorknob and deadbolts locked

Thank you for vacationing in our Tybee home. We love it here! Please help us keep our property well maintained so others can enjoy it too.

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Renter

Date

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Addendum #2

## Hurricane Season Rental Policies

The “Official Hurricane Season” runs for the six months from June 1<sup>st</sup> through November 30<sup>th</sup> each year. Historically, the majority of the hurricanes in the months of August and September, but hurricanes can form at any time of the year. As a visitor to an Atlantic coastal community, you need to be aware of the possibility of hurricanes and how they may affect your travel plans. So, if a hurricane does threaten us, here is what you need to know about your reservation.

1. First and foremost, if a **Mandatory Evacuation** is ordered by Emergency Management Agencies (FEMA, GEMA, CEMA), you must vacate the property you are renting and leave Tybee Island for safer grounds as directed by local officials. Staying on Tybee Island is not an option.
2. The key event relating to weather upon which all reservation policies are affected is when Emergency Management Officials (FEMA, GEMA, CEMA) order a **Mandatory Evacuation**. Until a **Mandatory Evacuation** is ordered, all reservation policies as stated on your Rental Agreement remain in effect. No rate adjustments or refunds in part or in full will be issued due to inclement weather or for “Severe Weather Alerts”, “Tropical Storm Watches or Warnings”, or a “Voluntary Evacuation”.
3. If a **Mandatory Evacuation** is ordered, and not lifted, prior to your initial occupancy date, the owner will allow reservations and dates coinciding with the dates of the Mandatory Evacuation to be cancelled and will refund all funds collected. Or, you may reschedule your reservation for different dates without penalty or shorten an existing the reservation at a prorated charge.
4. If a **Mandatory Evacuation** is ordered following occupancy, the owner will refund that portion of the Rental Price for the period that the unit could not be occupied. If, when the Mandatory Evacuation is lifted, there are three (3) or more days remaining on your reservation and public services on Tybee Island are operating normally such that your stay would not be otherwise disrupted, the balance of your reservation agreement will remain in full effect. The owner will refund the portion of Rental Price for the days you were required to evacuate the area. This policy is consistent with insurance industry Trip Interruption and Cancellation Coverage.
5. If, as a result of a hurricane, the property you have reserved is no longer in satisfactory rental condition or if the general condition of Tybee Island is such that your stay would be adversely affected, we will allow you to reschedule your reservation without penalty or cancel your reservation with a full refund of all funds collected.
6. We understand that some people do not want to take the risk of proceeding with their plans when there is even the possibility of a hurricane impacting Tybee Island, therefore, if the National Weather Service/NOAA predicts that Tybee Island is in the possibility of a hurricane and you wish to cancel your reservation we will allow you to either:
  - a. Reschedule you reservation within one (1) year of your cancellation with no penalty or
  - b. Cancel your reservation in accordance with the terms of the Rental Lease Agreement.

\_\_\_\_\_  
Renter Date

\_\_\_\_\_  
Renter Date