

# Tenant Rental Agreement

iTrip Vacations South Carolina Sea Islands  
St. Helena Island, SC 29920

**Tenant:** \_TenantName\_ **Phone:** \_TenantPhone\_ **Email:** \_TenantEmail\_  
**Address:** \_TenantStreet\_ \_TenantCity\_ \_TenantState\_ \_TenantPostal\_

This Agreement will confirm your rental of Fripp Island 82 Davis Love Dr for \_NumNights\_ nights as follows:

**Check-In:** ..... \_CheckinDate\_ \_CheckinTime\_  
**Check-Out:** ..... \_CheckoutDate\_ \_CheckoutTime\_  
**Rental:** ..... \$ \_Rental\_  
**Fees:** ..... \$ \_Fees\_  
**Taxes:** ..... \$ \_AreaTax\_  
**Total:** ..... \$ \_NetAmount\_  
**Security Deposit:** ... \$ \_RefundableSecurityDeposit\_  
**Deposit:** ..... \$ \_DepositAmount\_ (due \_DepositDueDate\_)  
**Balance:** ..... \$ \_BalanceAmount\_ (due \_BalanceDueDate\_)

## AGREEMENT

iTrip Vacations South Carolina Sea Islands, the Agent of the Owners, and Tenant agree as follows: Above Tenant is at least twenty-five (25) years of age (an "adult") and will be an occupant of the unit Marsh View Elegance - Private Bocce Court, Sunset Views during the entire reserved dates. In addition to Tenant, other authorized occupants may be family members or friends of Tenant. Use of the premises will be denied to persons not falling within the foregoing categories. Should any unauthorized persons occupy or use the Premises, Tenant shall vacate the premises immediately without any refund. No access codes or keys will be issued to anyone who is not an adult.

## RESERVATIONS

may be placed up to two (2) years in advance, but are subject to the rates in effect for the year said reservations are placed. All times are Eastern Standard Time and currency is USD unless otherwise noted. While every effort will be made to have the unit available for check in at \_CheckinTime\_, during high season cleaning crew may require additional cleaning time and check in may be delayed up to 5 pm.

## DEPOSIT

A deposit totaling 35% of the agreed upon total amount is due with acceptance of rental agreement. Payment of deposit shall be deemed as acceptance of this rental agreement. Payment may be made by certified check or major credit card. if funds are not credited within ten days booking will be cancelled. The

deposit amount is \$\_DepositAmount\_.

## **BALANCE**

Balance is due 30 days prior to arrival date and may include a refundable damage deposit. The balance is due on \_BalanceDueDate\_. Payment may be made by certified check or major credit card. If funds are not credited within seven days booking may be cancelled; if this happens, deposits will be refunded in accordance with the property cancellation policy. Damage deposit will be refunded within 7 -10 days of checkout pending inspection by Property Manager. All balances must be paid in full prior to check in. We reserve the right to charge any and all balances due on the account to the credit card on file on the 30th day prior to booking.

## **CANCELLATION POLICY**

In the event that you must cancel your reservation, please be aware that cancellations must occur at least 60 days prior to arrival date. If cancellation occurs 60 days or more prior to arrival date all monies will be refunded with the exception of a \$150.00 administrative fee. GUESTS THAT DO NOT CANCEL WITHIN THE 60-DAY TIME FRAME WILL BE CHARGED THE FULL AMOUNT. There will be no refund for early departure unless authorities request mandatory hurricane evacuation. Vacation Insurance is recommended.

**Special Provision for Payment with Voucher:** If any portion of this reservation was paid with a voucher, then that portion is non-refundable. The voucher was issued as a courtesy for a last minute cancellation, therefore that portion of the payment is not available for refund.

## **HAZARDOUS PRACTICES**

No barbeque grills of any kind are permitted on balconies or in the unit. No open flames ie. Candle burning is permitted on balconies or in the unit. Do not dismantle smoke detectors as they are there for your protection. Use the overhead stove fan when cooking to avoid accidental, activation of smoke detector alarm.

## **ABSOLUTELY NO PETS**

are allowed **unless the property is listed as pet friendly** and the appropriate pet fee has been paid. If evidence of a pet(s) is found in the unit or on the premises you will be asked to vacate immediately with no refund of rent or damage deposit.

## **FAMILY RENTAL ONLY**

Reservations made for teenagers or young single groups will not be honored without any accompanying adult staying in the unit at ALL times. We require at least one member of the party to be 25 (twentyfive) years of age! Any violators will be evicted according to South Carolina law including forfeiture all of all monies.

## **FALSIFIED RESERVATION**

any reservation obtained under false pretense will be subject to forfeiture of reservation deposit, damage deposit, and/or balance of rental payment.

## **HOUSEKEEPING**

There is **no daily maid service**. Linens and towels are included and not to be taken from the unit. An initial setup of trash liners, bathroom paper, soap is provided. There is a \$\_CleaningFee\_ one time cleaning fee. Additional cleaning fees will be due in the event that cleaning requires the removal of excessive sand or where the tenant fails to leave the unit in the condition outlined in the rules and regulations section below.

## **UTILITIES**

No compensation will be given for temporary outage of electricity, gas, water, cable, or telephone service. Outages will be reported immediately and all efforts will be made to have them restored as soon as possible. Please note that you may want to bring a calling card for placing long distance phone calls, as these are restricted.

## **DOOR CODE ACCESS**

You will obtain your keys and/or property access codes through the Property Manager via email 24 hrs in advance of check in.

## **NONSMOKING UNIT**

Smoking, including the use of Vaping products is strictly prohibited. Your damage deposit will be forfeited and you will incur an additional charge for carpet cleaning and deodorizing if any evidence of smoking is found.

## **ENTRY BY OWNER**

Owner or owner's agents may enter the premises under the following circumstances: in case of an emergency; to make any necessary or agreed upon repairs, alterations, or improvements; supply necessary or agreed upon services or show the premises to prospective purchasers, renters or contractors. Owner will provide renter with at least 24 hours notice of Owners intent to enter (except in the case of an emergency).

## **USE OF MONITORING EQUIPMENT**

Owner or owner's agents may, for the purposes of safety and security of the guest and owner, may employ the use of surveillance (cameras, ring doorbells, etc) on the premise. All

such equipment shall be on the exterior of the property only and may record activities occurring outside of the property ie driveway, garage and entrances. Please do not attempt to modify or otherwise interfere with this equipment. In addition some properties may be equipped with noise monitoring equipment inside the property. This equipment only measures noise levels and have no recording capability.

## RULES AND REGULATIONS

1. Tenant agrees to leave the premises and its contents in the same condition, neat and tidy, as Tenant found the premises to be upon check-in, normal wear and tear expected. Beds should be stripped of linens and placed in a pile on each bed<sup>10</sup> for housekeeping.
2. All dishes are to be washed and all garbage removed from the premises and placed in outside receptacles. Please place trash bins in front of house for pickup.
3. Close all blinds in all rooms.
4. The maximum number of occupants shall not exceed 10 people, not including a child in a crib.
5. Furnishings are not to be removed from the premises for use outside or in other properties.
6. "No pets" policy must be observed. Pets are not allowed on premises unless specifically allowed in the listing description.
7. Smoking is not allowed in the unit or on property.
8. Reservations are not made by or for a minor, defined as any person under the age of twenty-five (25).
9. All keys are to be returned upon move-out by Tenant. There will be a \$10.00 charge per key if not returned within 2 weeks of check-out date.
10. Tenant and any guest of Tenant shall obey all laws of the state of South Carolina as well as local laws, at all times while they are on the premises. Failure to abide by the applicable laws or the above rules may cause tenant to be asked to vacate the premises and forfeit all rents and security/damage deposits.

## FRIPP ISLAND RESORT AMENITIES

Tenant acknowledges and agrees that this property is located within a resort community and that access to certain amenities within the resort are subject to the purchase of amenity cards. **The Purchase of Resort Amenity cards is limited to guests of the property that you have booked. Purchasing or providing amenity cards to any individual(s) not residing at the booked property will result in termination of this agreement and possible eviction.** Amenity cards must be purchased in advance of your stay. **The Fripp Island Resort has instituted a new fee on the purchase of guest club cards for all reservations booked after 3/3/2023. This fee (12.8%) will be assessed on the gross rental total of the booking (nightly rate x #nights) and will be in addition to the price of the club cards themselves. This fee is only collected if club cards are purchased by the guest. Please be aware that this is not a fee passed on to iTrip or the individual owner but rather assessed by and paid to the Fripp Island Resort.**

## FRIPP ISLAND VEHICLE ACCESS

Fripp Island is a gated resort community. Access to the Island is for Fripp Island Homeowners and their guests only. As a guest, you are entitled to vehicle passes that will allow for you to access the resort property for the duration of your rental period. Fripp Island Resort requires a valid vehicle pass be displayed on your vehicle at all times while on the resort property.

In order to facilitate your access to the Island and obtain a visitor vehicle pass, the following information must be submitted at least 48 hours prior to check in:

- The total number of vehicles requiring access (The number of vehicles cannot exceed the number of vehicles listed in the property description)
- The full name of the primary operator of the vehicle requiring access
- Each individual may be required to show proof of identification before being issued a pass

## SLEEPING CAPACITY/DISTURBANCES

Tenant and all other occupants will be required to vacate the premises and forfeit the rental fee and security deposit for any of the following: Occupancy exceeding the sleeping capacity of 10 using the premises for any illegal activity, causing damage to the premises rented or to any of the neighboring properties

and any other acts which interferes with neighbors' right to quiet enjoyment of their premises.

## **HOLD HARMLESS**

iTrip or the Owner, does not assume any liability for loss, damage or injury to persons or their personal property, including that arising from the usage of any items permitted for use with the property (bicycles, beach items, etc.). Neither does owner accept any liability for any inconveniences, damage, loss or injury arising from any temporary defects or stoppage in supply of water, gas, cable service, electricity or plumbing, as well as due to weather conditions, natural disasters, acts of God, or other reasons beyond its control.

## **3rd PARTY AMENITY PROVIDERS:**

iTrip may offer optional amenities including golf carts, Resort Club cards, Kayak and bike rentals through certain 3rd party providers. We offer these services as a convenience to our guests. By offering these services, iTrip is not endorsing or recommending these providers and any and all disputes arising as a result of these services are between the guest and the provider. Any fees collected on behalf of the 3rd party at booking will be paid to the party unless the provider has authorized a refund to be made by iTrip.

## **POOL & PATIO**

Tenant hereby acknowledges that the premises they have reserved includes a community pool and the undersigned agrees and acknowledges that the community pool and patio/deck can be dangerous areas, that the deck/patio can be slippery when wet, and that injury may occur to anyone who is not careful. With full knowledge of the above facts and warnings, the undersigned Tenant accepts and assumes all risks involved to Tenant and all of Tenant's guests in or related to the use of the community pool and patio areas.

## **MAINTENANCE**

Please report any maintenance needs for the premises to the us and we will respond as quickly as possible. Refunds will not be made for maintenance issues including, but not limited to heating and air conditioning, appliances, televisions, and stereos.

## **LINENS/TOWELS/SUPPLIES**

Linens and towels are provided for your stay. Any lost or damaged linens will be deducted from your deposit. An initial supply of paper products is provided. Extra items needed are the responsibility of the Tenant. Limited cleaning supplies may be provided. We recommend that you bring any special items that you may need.

## **PARKING**

at the premises is limited to to the number of vehicles listed on the property listing site. No boats, jet skis, trailers or RVs. Guests must observe parking regulations at all times. Please do not block neighbors driveways.

## INTERNET USAGE

Your rental home includes the usage of the internet services including WiFi during your stay. By using these services you agree to abide by all laws regarding the acceptable use of the internet, including the prohibition of downloading of copyrighted materials. Furthermore any reported violations may result in termination of the reservation and criminal or civil action.

## LIMITED DAMAGE WAIVER PROGRAM

- 1. Terms of Waiver:** As an enrolled, Covered Guest, staying at an iTrip Franchisee property, under this plan, you will not be obligated to pay for Covered Damage (defined below) to real or personal property of the owner of the rental unit located within the rental unit occupied by the Covered Guest. When the Covered Guest purchases this plan, the property manager waives the right to charge the Covered Guest for Covered Damage to the unit as a result of your inadvertent acts or omissions during the duration of the Stay. Maximum limit of this waiver of liability is \$1,975.00 aggregate per stay.
- 2. Conditions:** The Limited Damage Waiver Program has certain conditions. Covered Damage does not include, and the Covered Guest remains liable for, the following: • Damages caused by Intentional Acts of a Covered Guest • Damages caused by gross negligence or willful and wanton conduct. • Any damage that the Covered Guest does not report to iTrip staff in writing by the time the Covered Guest checks out of the unit. • Damage from theft without a valid police report. • Damage caused by any pet or other animals brought onto the premises by any Guests, whether or not the property is "pet friendly". • Damage or loss of any property owned by or brought onto the premises by a Covered Guests or invitee of Covered Guest. • Property Damage resulting from any motorized vehicle or watercraft operated by a Covered Guest. • Damaged Caused by any forbidden items or property usage including but not limited to BBQ Grills, Candles, Cigarettes, etc.
- 3. Definitions:** • "Covered Damage": All damages to property of the unit's owner, up to \$1,975.00 in the aggregate for each Stay, that occurs during the Covered Guest's stay and that is the result of the inadvertent acts or omissions of the Covered Guest or the Covered Guest's invitee, excluding the damages listed in the conditions section above. • "Covered Guest": All registered guests and all persons booked to share the same unit of accommodations, and have paid the required plan cost. • "Stay": The stay at an iTrip unit, from the date of a Covered Guest's check-in to the date of check-out.
- 4. Administrative Procedure:** iTrip staff will administer and determine whether a damage qualifies as Covered Damage. Such staff will have the sole authority to determine the nature and extent of damages, necessary repairs and eligibility for the waiver of liability described herein. The Covered Guest must report any theft or damage to the unit or its contents to iTrip staff by the time of check-out or any otherwise applicable damage waiver for such Covered Guest will be void. The iTrip Franchisee has ultimate claim administration authority. Arbitration is required prior to litigation.
- 5. Terms of Coverage:** The plan takes effect upon check-in on the booked arrival date to an iTrip unit. All coverage shall terminate upon normal check-out time of the iTrip unit or the departure of the Covered Guest, whichever occurs first.
- 6. Fee:** \$79.00 for your covered stay. This fee is non-refundable.

## IMPORTANT NOTE:

Violation of any condition of the terms of iTrip voids the Damage Waiver Program without refund of any portion of booking/damage waiver fee. Guest Agrees that damages not covered by the Damage Waiver Program or in excess of the Damage Waiver Program limit of \$1,975.00 shall be paid by guest immediately. Guest authorizes iTrip to charge the cost of damages to guest's credit card in accordance with this agreement and the terms and conditions of the rental agreement. By submitting payment for this reservation, you authorize iTrip to include the costs of this Damage Waiver Program in your reservation. Please contact iTrip directly if you do not wish to participate in this plan or assignment.

Unless Tenant elects the Limited Damage Waiver Program, Tenant agrees to pay for damage to the Unit or property within the Unit, except normal wear and tear, that occurs during the Tenant's stay in the Unit. Tenant authorizes iTrip to charge the amount of damages, as determined solely by iTrip, to guest's credit card in accordance with this agreement

## ADDITIONAL TERMS AND CONDITIONS

The undersigned Tenant, for himself/herself, his/her heirs, assignors, executors, and administrators, fully releases and discharges Owner from any and all liabilities, claims, demands, and causes of action by reason of any injury, loss of damage by whatever nature which has or have occurred, or may occur to the undersigned, or any of his/her guests as a result, or in connection with the occupancy of the premises and agrees to hold Owner free and harmless of any claim or suit arising there from. In any action concerning the rights, duties or liabilities of the parties to this agreement, their principals, agents, successors or assignees the prevailing party shall be entitled to recover any reasonable attorneys fees and costs. Owner reserves the right to terminate this Agreement upon their discretion at any time.

**CREDIT CARD AUTHORIZATION:**

I understand and consent to the use of the credit card provided without original signature on the charge slip, I understand that by "clicking" that I have read the terms and conditions of this property, I am bound by this agreement and I have signed "electronically, and that this Credit Card Authorization cannot be revoked and will not terminate until 90 days after leased premises are vacated. Charges may include but not limited to: unauthorized long distance telephone, cable, satellite TV or internet charges, excessive cleaningcharges and damages beyond normal wear and tear.

**Please remember that you are renting a private home. Please treat it with the same respect you would like shown in your own home.**