



## **Rental Agreement Terms & Conditions**

### ***Terms Defined***

#### **Responsible Party:**

The Responsible Party for this reservation is the guest(s) specifically named on the reservation.

#### **Occupant(s):**

The Occupant(s) of the property include the Responsible Party along with all other guests staying at or visiting the rental property during the term of the rental. (does not extend to subcontractors hired by Beachside for servicing the property)

#### **Property:**

The physical location of the home or condo rented, including the structure and real property (land) extending out to the official property lines per local tax records.

#### **Rental Stay:**

The time between the specified arrival & departure days on the reservation confirmation

#### **Credit Card or E-Check on File:**

The last credit card or e-check entered or used in association with the reservation which is stored on file for incidentals

#### **Beachside:**

Abbreviation for Beachside Properties of Hilton Head Island LLC DBA Beachside Hilton Head Island (property management company)

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### ***Property Use & Occupancy***

*We look forward to your staying with us for your Hilton Head Island vacation.*

All properties on our program are personal residences which are privately owned and decorated. Owners have graciously opened their island residences for others to enjoy; therefore, it's important all guests treat them with care & respect.

The Property is not "baby-proofed". The Responsible Party and Occupant(s) have rented the Property knowing & accepting the possible dangers associated with having small children at the Property which has not been child or baby proofed.

The Responsible Party and Occupant(s) must abide by the Sea Pines community's & Town of Hilton Head Island's rules & ordinances and are financially responsible for any levied fines due to their actions or lack of actions during the Rental Stay. These rules & ordinances can be reviewed on the following websites:

Sea Pines: <https://www.seapinesliving.com/property-owners/services/covenants-rules-regulations/>

Town of Hilton Head Island: <http://www.hiltonheadislandsc.gov/>

**Standard Check-in/Check-out:**

Check-in time: **4pm EST** on the contracted arrival date

Check-out time: **10am EST** on the contracted departure date

Fines may apply for unapproved early arrivals and/or late departures

Early departure or no-shows does not warrant any refund of rent or deposit

**Use Restrictions:**

The following uses of the Property are strictly prohibited:

- Use as venue for any public or private function or gathering which results in more people than the maximum occupancy of the house is not permitted
- Criminal activity, illegal downloading, commercial photography & filming
- Improper use of furniture, such as use of couch for additional sleeping accommodations, use of bed as a trampoline, use of a chair or stool as a ladder

The following are not permitted at the Property:

- Smoking
- Pets
- Drone usage (prohibited by Sea Pines covenants)

**Violations:**

Violation of this Use Restrictions will result in immediate eviction of the Responsible Party and all Occupant(s) from the Property and fines will be assessed equaling the clean-up, damage or fine associated with the mis-use of the Property. No refunds will apply for the unused portion of the Rental Stay. Any fines levied to the Property Owner as a result of the use, actions or lack of action of the Responsible Party and/or Occupant(s) during their Rental Stay will be the financial responsibility of the Responsible Party.

**Occupancy & Age Requirement:**

A maximum occupancy applies (see page 1 of agreement) which is regardless of age.

Exceeding this maximum occupancy is not permitted under any circumstance due to fire & safety hazards. If more than the approved number of occupants resides at the property, the Responsible Party and all Occupant(s) will be required to vacate the property and no refund will be given for the unused portion of the Rental Stay.

The Responsible Party must meet the minimum age requirement of 25 years and occupy the Property the entire length of the rental Stay. Proof of age may be required.

**Noise & Construction:**

Sea Pines community allows for construction, repair and renovation work Monday - Saturday from 7am - 7pm. Noise from neighboring construction, repairs & renovation is unavoidable and out of our control. No refunds or discounts will be issued due to discomfort, noise, or inconveniences arising from construction, repairs or renovations around the Property. This term extends to discomfort, noise or inconveniences resulting from the ongoing maintenance of surrounding properties (landscape work, pool cleaning, etc).

*We thank you for abiding by the terms & conditions above to ensure all guests within Sea Pines experience a pleasant stay.*

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**Property Damage & Guest Verification:**

## **Property Damage:**

Beachside requires a VISA, Discover, MasterCard, or e-check on file for incidental charges. The Property will be inspected after departure. See FAQs page below for fine sample.

Guests of Beachside will have peace of mind for accidental damage during their Rental Stay. We understand accidents can happen; therefore beginning 1/1/2019 contents damage, property damage and bodily injury coverage is included with your reservation. Complete limits & terms of coverage can be found at [www.safelystay.com/beachside](http://www.safelystay.com/beachside). Coverage is provided by SafelyStay Inc. The Responsible Party will be held accountable to pay for any expenses in excess of the claim limits. This plan does not cover malicious or intentional damage, as solely determined by Beachside. The Responsible Party and Occupant(s) agrees to indemnify Beachside for any damage to the Property, grounds, and furnishing, including attorney's fees, caused by the the Responsible Party, or any other Occupant or guest, which occurs during their Rental Stay.

## **Guest Verification:**

Beachside requires an identity and verification check for the Responsible Party. This non-invasive check does not require a social security number and won't touch or impact credit reports. Complete terms regarding Safely's guest verification can be found at [www.safelystay.com/terms-of-use](http://www.safelystay.com/terms-of-use)

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## ***Community Access & Parking:***

### **Permissible vehicles:**

Sea Pines community does not permit the operation of motorcycles/motorized scooters, except for approved handicapped conveyances, within the community. (for approval, call Security directly at 843-671-7170) **No oversized transport vehicles or vans, trailers or commercially marked vehicles are permitted in residential areas, including driveways, overnight.** For more details on restricted vehicles, please visit <https://www.seapinesliving.com/visitors/on-island-rules-policies/>

### **Parking:**

Parking is restricted to the property's driveway, carports (where applicable), garage spaces (where applicable & approved) and parking spots only. Any damage to the lawn, irrigation or landscaping due to Occupant(s) vehicles will be at the Responsible Party's expense.

### **Gate Passes:**

1 complimentary gate pass is included with the reservation and mailed to the Responsible Party at the address provided prior to arrival.

All additional gate passes needed are purchasable upon arrival at either entrance to the community.

A gate pass or code is required to enter Sea Pines via leisure path. The gate code is located on the inside of the leisure gate. A gate pass is required for re-entry via uber, taxi or driver.

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## ***Payment, Fee & Cancellation Terms***

### **Payment Terms\*:**

50% Initial Payment due upon contract signing  
Final Balance due 45 days prior to the specified Arrival Date  
Payment due via US currency.

### **\*Last Minute Reservations:**

Reservations placed within 45 days of arrival will require full payment within 7 days of booking your reservation. Reservations placed within 7 days of arrival will require full payment in the form of cash or certified bank check at arrival.

### **Forms of Payment:**

Initial payment, greater than 45 days: credit card (Visa, Discover, MasterCard), personal check, e-check, bank check or money order

Final Balance: personal check, e-check, bank check or money order

Payment in full, last minute reservations: personal check, e-check, bank check or money order

Payments are held in an interest bearing checking account and guest waives right to the interest earned.

### **Fees & Taxes:**

5% **non-refundable** reservation fee and 10% tax applies to all reservations.

10% State and Local accommodation taxes applies to add reservation for stays less than 90 consecutive days. If the state or local tax amount changes after the reservation has been confirmed and the new tax has gone into effect prior to the end of the Rental Stay, the Rental Agreement will be updated accordingly, and the Responsible Party agrees to pay the new tax amount.

A service fee equal will be charged for returned checks. See FAQ's page for fee amount.

### **Cancellations:**

Written cancellation requests are required.

Requests received **greater than 120 days** prior to arrival date: full refund of paid rental fees & taxes, less the **non-refundable**.

Requests received **less than 120 days** prior to arrival date: forfeiture of the 50% initial payment amount.

Requests received **less than 30 days** prior to arrival date: forfeiture of the total rental.

**Exception:** Beachside will make every attempt to secure a replacement rental at the same rate. If successful, a refund of the refundable portion of the forfeited amount will be issued to the Responsible Party. If a replacement rental is secured at a lower rate, the difference in price will be forfeited and the remaining balance of the refundable portion will be refunded. Refunds are made payable and mailed to the Responsible Party at the address listed on the reservation after the contracted departure date.

Travel Insurance is offered through CSA Travel Protection and may apply if purchased.

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## ***Maintenance & Property Oversight***

### **Maintenance:**

Please report all maintenance concerns regarding the Property immediately to Beachside. Unknown issues cannot be resolved.

It is our pledge to address maintenance issues will be handled as quickly as possible. Technicians may not be available on Sundays, holidays or after normal business hours.

**Refunds will not be given for issues resolved within 24 business hours of being reported. Refunds will not be considered if maintenance issues are unreported.**

### **Management Office Hours & Authority:**

Open: Monday - Friday: 10am - 6pm (times may vary based on season), Saturdays: mid-March - mid-October, open but physically out of the office conducting arrival and departure inspections until 3-4pm

Closed: Sundays and holidays, except for emergencies (an employee or representative of Beachside is on call)

for emergencies 7 days a week, 365 days a year)

Beachside, and/or assigned vendors, have the right to enter the Property during the Rental Stay to investigate a mis-use of the property, address a reported concern/issue/emergency or to prevent damage to the Property at any point during the Rental Stay.

### **Securing the Property:**

The Responsible Party and Occupant(s) are responsible for properly securing the Property during their Rental Stay.

Any damage or theft to the Property, furnishing or personal belongings incurred due to not properly securing the property is the responsibility of the Responsible Party.

Examples include, but are not limited to, not locking exterior doors, not closing the garage door, leaving doors or windows open during heavy rain, leaving vehicle doors unlocked with valuables inside. Although Sea Pines Community is a gated community with 24 hour patrol service, thefts and break-in do occur.

### **Pool Heat (Houses Only):**

Pool heat is available at an additional charge with a **minimum notice of 14 days prior the specified arrival date.**

Heaters will be activated prior to guest arrival, so long as payment has been received.

**When unforeseen mechanical issues arise with the pool or spa equipment, which prevents the heater from working as determined by a professional pool company, and cannot be repaired within 24 business hours a refund equal to the unused portion of the pool heat fee will be issued. No adjustments will be made to the rental rate.**

See FAQs section for more details regarding pool & spa heat.

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## ***Catastrophic Losses & Property Substitutions***

### **Property Sale & Property Substitutions:**

Prompt notification will be given to the Responsible Party of a pending real estate sale for the Property which will impact the Rental Stay.

The State of South Carolina Vacation Rental Act requires all reservations for 90 days post closing be honored. After the 90 days protection period, reservations must be moved or cancelled unless otherwise specified.

Beachside reserves the right to substitute the Property with another similar property due to a real estate sale, unresolved damage to the Property, or unresolved hazards to the Property, as determined by Beachside.

### **Catastrophic Events or Emergency Evacuations:**

In the case of a catastrophic event impairing the Property, as determined by Beachside:

Beachside will not be held responsible for securing alternate lodging & additional transportation for the Responsible Party or Occupants

Beachside will not be responsible for the financial losses related to the alternate lodging and transportation

Refunds or credits will not be issued

Once a mandatory evacuation is issued by the state or local authorities:

The Responsible Party and all Occupants must vacate the Property within 24 hours of the evacuation order

Occupying the property after the 24 hour timeframe to vacate constitutes trespassing and will be treated as such

See Hurricane FAQs below for more details

Whether you own property, run a business, or rent a condo in Hilton Head Island, the threat of a hurricane or flood is always present during certain months of the year, and we all assume this risk. Therefore, we highly recommend purchasing Travel Protection Insurance to secure your vacation investment and eliminate your financial risk. There will be no refunds of any kind for evacuations.

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### **ACKNOWLEDGEMENT:**

#### **Limitation of Liability:**

Under no circumstances shall Beachside be responsible for any loss, expense, damages, claims or injury direct, indirect, consequential or otherwise whatsoever, howsoever caused or incurred whether arising in contract or otherwise in law or equity as a result of rendering of the services or accommodations as described or substituted and including, without restricting the generality of the foregoing as a result of any delay(s), substitution(s), rescheduling(s) or change(s) in the provision of services, including concierge style services, or land accommodations by Beachside or by reason of military actions, revolution or acts of God, government agencies, or unforeseen circumstances or events, by any agents, owners, employees, subcontractors, servants or services as substituted; Beachside will act in good faith at all times and use its best efforts to substitute with accommodations or services of a type as comparable as possible to those contracted. Beachside will not be liable under any circumstances, including substitutions, to refund any unused portion of booked accommodations or services. Some activities in which The Responsible Party & Occupant(s) engage, are especially dangerous and include parasailing, deep-sea fishing, boating, golfing, swimming, boogie boarding, surfing, hiking and biking. This list is not all-inclusive, but indicates some of the hazards of vacationing in Hilton Head Island. The Responsible Party & Occupant(s) may also encounter the following risks: slippery floors and stairs, especially when wet, lanais with spaces between rails (dangerous for little children), precipitous drop-offs on ocean floor, unfenced pools, faulty electrical or plumbing systems, gas BBQ grills, clean/clear sliding glass doors, and dangerous stairs or pathways, Therefore, the Responsible Party and Occupant(s) agrees that he/she is voluntarily participating in any and all activities, whether or not recommended or arranged by Beachside, risks, and use of the accommodations, and hereby assumes all risk of injury, illness, damage or loss to person and property that might result, including, without limitation, any loss or theft of personal property. By booking The Property, you acknowledge that in all events and circumstances, Beachside, its officers and employees shall not be liable. Beachside reserves the right to cancel or rescind any rental agreement if it is found that the guests are conducting unlawful activities, not abiding by the homeowner association or town ordinances and rules, disturbing others by playing loud music, percussion, audio or instruments, or cause any loud or offensive noises, have made any misrepresentations about the nature or size of the group or use of the group or the use of the property or any other misrepresentations or any other way in breach of the rental agreement. The Responsible Party & Occupant(s) understand that Beachside & the property owner's insurance does not cover his/her belongings or damage that he/she cause. The Responsible Party & Occupant(s) agree that Beachside & the property owner are not responsible for any loss or damage during the term of the rental agreement and therefore agree to carry insurance covering all of your personal property located in the unit or bear full responsibility for its damage including damage from fire, water, theft, or any cause.

## ***Answers To Frequently Asked Questions:***

### **What constitutes an early arrival or late departure?**

Physically being on the property (i.e. in the pool, leaving a vehicle, dropping off bags outside or inside the property) constitutes an early arrival or late departure.

### **Are events or gatherings permitted at the residence?**

Property use as venue for any public or private function or gathering which results in more people than the maximum occupancy of the house is not permitted. This restriction includes, but is not limited to wedding ceremonies/rehearsals/receptions, birthday celebrations, anniversary parties and graduation events, unless specifically approved in writing by Beachside. Further, the set-up of items such as, but not limited to, chairs, tables, tents and lighting for any reason are not permitted.

### **Can an early arrival or late departure be accommodated?**

Early arrivals and/or late departures may be accommodated but MUST be approved by Beachside prior to the arrival date and noted on the signed rental agreement on file.

### **Will I be contacted if the property is ready early the day of my arrival?**

On arrival day, an associate of Beachside will contact the mobile number provided if the property is ready before 4pm to authorize an early arrival at no additional charge.

### **Why do I need a gate pass?**

Sea Pines is a private, gated community which requires each vehicle obtain & display a security issued gate pass for entry into the community. Daily & weekly passes can be purchased at either gate (cash payment required). Each specific property has a maximum limit of permissible car passes. Please contact Beachside for the limit on the property rented. If Sea Pines changes the limit of car passes assigned to the Property after the reservation has been confirmed, the new gate pass limitation will apply and the number of gate passes will be limited to the number stipulated by Sea Pines.

### **When will and how will I receive my complimentary gate pass?**

The complimentary gate pass will be mailed approximately 2 weeks prior to the arrival date to the Responsible party via the USPS (regular mail).

### **How do I obtain additional gate passes?**

Daily & weekly gate passes can be purchased at both the main gate and ocean gate of Sea Pines. Weekly passes are currently \$20 each, cash only. Prices may change.

### **What is the service fee for returned checks?**

The Responsible Party will reimburse Beachside any fees assessed to them by their bank for the returned check along with any other fees associated with the accepting or processing of a replacement payment.

### **What is the breakdown for the state and local taxes?**

5% State Sales tax, 2% State Accommodations tax, 2% HHI Beach Preservation tax, 1% Local Accommodations tax

### **Who do I make my check payable to?**

Beachside Hilton Head Island

### **What are the stay requirements?**

Beachside requires a seven (7) night minimum stay, unless otherwise specified. Saturday to Saturday rentals are required during the summer months, unless otherwise agreed upon.

### **What is provided with the rental?**

Rental includes all bedroom and bathroom linens & towels as well as starter amenities in the bathrooms, kitchen and laundry room. Bathroom linens include two body towels, one hand towel and one wash cloth per towel bundle (king and queen beds are allotted two towel bundles and each twin bed is allotted one). There is an additional charge for extra sheets or towels. Daily maid service is not included in the rental rate, however, is available at an

additional charge. Beach towels are not provided. We do not permit towels or linens to be taken from The Property.

**As a return guest, will I receive a discount?**

Yes. Current guests will receive an automatic hold on the property rented for the same week the following year. The hold will expire at 5pm EST the following business day after departure. If Beachside has not received notification of re-booking within this timeframe the week will become available to the public. As a sign of appreciation to our loyal guests, we will give a discount off the published rental rate for future reservations starting with a 2% discount and increasing by 1% for each additional reservation thereafter. For example, a return guest will receive a 2% discount for their 2nd reservation with Beachside, a 3% discount for their 3rd reservation, a 4% discount for their 4th reservation and so on until 5%, which is the maximum discount that may be applied.

**What types of issues will result in a fine?**

A sample of the issues which will result in a charge to the Credit Card or E-Check on file include, but is not limited to:

- Excessive amounts of debris or trash inside or outside the Property, as determined by Beachside
- Damage to the Property's furnishings, linens, towels or accessories
- Theft of the Property's furnishings, linens, towels or accessories
- Evidence of smoking or a pet(s) on the Property
- Relocated or moved furniture
- Early arrival or late departure (see above for details)
- Smoke or fire damage due to use misuse of the Property or use of the fireplace. (Use of the fireplace, where present, is strictly prohibited.)
- Movement of furniture is prohibited. Any damage to furnishings or floors as a result of moving, rearranging or relocating furniture will be the financial responsibility of the Responsible Party to repair or replace as deemed needed by Beachside.

**What are the temperature settings for pool and spa heat? (applies to homes with pools)**

Heaters are set to 85 degrees (max) for the pool and 102 degrees (max) for the spa, where applicable. Pool heaters are either propane gas or heat pump, with the latter being less effective in colder temperatures. For properties with a pool & spa combo, there is only one pump and heater to operate both; therefore, when the spa pump & heater is on the equipment is isolated to just the spa (i.e. the pool is not heating). Pool heat fees are based on the season, pool size and heater type (propane or electric).

**I have questions regarding the Safely Guest Verification. Who do I contact?**

Contact Safely at [concierge@safelystay.com](mailto:concierge@safelystay.com) or visit [www.safelystay.com/terms-of-use](http://www.safelystay.com/terms-of-use)



## Hurricane Specific FAQ's

### **What is Beachside's policy regarding catastrophic events?**

As taken directly from our rental policies: *If a catastrophe event (hurricane, tornado, earthquake, flood, etc.) or any situation simply beyond our control impairs the vacation rental, Beachside Hilton Head Island is not responsible for finding alternate lodging for the renter or for the renter's financial losses related to transportation or alternate lodging. **There will be no refund or credit for emergency evacuations.** Whether you own property, run a business, or rent a condo in Hilton Head Island, the threat of a hurricane, flood, or tsunami is always present during certain months of the year, and we all assume this risk. Therefore, **we highly recommend purchasing Travel Protection Insurance to secure your vacation investment and eliminate your financial risk. There will be no refunds of any kind for evacuations.** The Responsible Party & Occupant(s) must vacate the Property within 24 Hours of the SC Governor or Hilton Head Island Town Manager issuing a mandatory evacuation order. Occupying the Property after this timeframe constitutes trespassing and will be treated as such.*

### **Will my travel insurance policy cover disruption to my stay from a "named" storm, such as a tropical storm or hurricane?**

To determine if your travel insurance policy will provide coverage, please contact the travel insurance company directly. We are not permitted to answer coverage or claims questions.

### **Am I able to purchase travel insurance now?**

Travel insurance must be purchased at the time of booking or prior to making your final payment. Please contact the travel insurance provider directly for more specifics on purchasing new coverage when a storm is threatening. If purchasing from CSA Travel Protection, they can be reached at 866-999-4018

### **Do I have to leave the property if an evacuation is ordered?**

Yes, if the Town of Hilton Head Island issues a mandatory evacuation guests must promptly depart so that we can prepare properties on behalf of the homeowner.

### **Will I receive a refund if I depart early, whether voluntary or mandatory?**

No, refunds are not issued for voluntary or mandatory evacuations which force guests to depart early.

### **After the storm passes, will I be able to return for the remainder of my reserved stay?**

Once the evacuation order has been lifted, Beachside will promptly inspect all properties on program and notifying property owners of our findings. During these inspections we will determine if guests will be able to return to the property. If returning is a possibility, we will communicate this to our guests as quickly as possible.

### **I am scheduled to arrive after the storm's possible impact. Will I be able to check-in as scheduled?**

There are many factors which come into play when responding to this question...how much damage, if any, has been done to the island and property, how quickly the evacuation order is lifted allowing residents and businesses back to the island, how quickly we can clean and prepare properties for the next guest with evacuated residents returning back to work... Although we are unable to specifically answer this question, I can guarantee we will do everything within our power to have properties ready for guests to return as soon as possible.

### **Will I be communicated to before, during and after threatening storms?**

Yes, we will provide communication to our guests before, during and after threatening storms via email and our social media pages (specifically our FaceBook page).

### **What happens if the property I've rented is damaged by a storm and unable to be occupied?**

These situations will be taken on a case by case situation. In the past when faced with similar situations, we have been successful at relocating guests to alternative properties on our program or moved them to a future timeframe when the property will be available for their use.

### **What is the best way to reach Beachside during the storm?**

If phone services are interrupted due to a storm, we will be communicating with guests by email. If we arrange for alternative contact numbers prior to a storm, they will be communicated to guests in advance. Otherwise the best way to reach us is our main number of 843-342-9909 or by email at [Stephanie@beachsidehhi.com](mailto:Stephanie@beachsidehhi.com) and [Todd@beachsidehhi.com](mailto:Todd@beachsidehhi.com). Although response times may be delayed from our normal based on what we are currently experiencing, we will respond to all as soon as possible.