

**CHERRY GROVE REALTY RENTAL AGREEMENT**

**THIS CONTRACT CONSTITUTES AN AGREEMENT BETWEEN THE GUEST AND CHERRY GROVE REALTY AS AGENT TO RENT PROPERTY.**

**PLEASE READ ALL INFORMATION AND SIGN WHERE INDICATED.**

**GUEST UNDERSTANDS AND AGREES:**

1. To pay for all charges a minimum of 30 days in advance of occupancy. That prepayment will be applied to the total rent and in the event of default by renter, prepayment will not be refunded until unit is re-rented. If unit is re-rented at the same amount, prepayment will be refunded less \$100.00 cancellation fee. A prepayment may be transferred to another unit only after the previous unit is re-rented. If cancellation of a reservation is necessary and you have purchased travel insurance through CSA, you must file a claim with CSA for a refund. If you have not purchased travel insurance, Cherry Grove Realty will refund any monies paid ONLY if the property is re-rented for the same period of time as your reservation is scheduled and at the same rental amount, less a \$100.00 cancellation fee. You cannot be reimbursed by both CSA and Cherry Grove Realty for cancellation of a reservation.
  2. That the accommodation is a privately owned dwelling with the Owners' furnishings and neither an Agent nor the Owner shall be responsible for providing any additional furnishings or equipment not available presently in the unit.
  3. That Cherry Grove Realty as Agent, or the owner of the individual unit rented shall not be liable for damage or injury to tenant or to any other person, or to any property occurring on the premises or any part thereof, and tenant agrees to hold Agent and Owner harmless for any claims for damage, no matter how caused. Agent will not be held responsible for acts of theft, vandalism or other damage to guest's personal property.
  4. A valid VISA, MasterCard, Discover Card, or cash must be presented at check-in or before to cover payments for unpaid balances and other charges specified herein.
  5. You authorize us to use any payments received and/or credit card account provided by you, or members of your party, to cover the full cost of any unpaid balance, telephone charges, damages, replacement items, or excessive cleaning requirement that we may deem necessary in accordance with the South Carolina Lodging Establishment Act, et al. I the holder of the card listed below, promise to pay total amount charged for any unpaid balance; taxes; telephone charges; damages; replacement or repair of damaged or missing items; or excessive cleaning requirements, subject to and in accordance with the agreement governing the use of this card. This issuer of this card is authorized to pay Cherry Grove Realty for any of these charges. **Credit Card Acct. No. \_\_\_\_\_ Exp.Date: \_\_\_\_\_ Name: \_\_\_\_\_**
- Please designate Partial Payment Amount  or Full Payment Amount  to be charged to credit card listed above.**
- If you choose to use a credit card for payment, a processing fee of 2.15% will be added to all credit card payments for processing, according to the percentage fee charged by the financial institution for use of card. Cherry Grove Realty does not receive any portion of this fee. Personal or Certified check is the preferred method of payment.**
6. You agree to notify us of any damage found in the accommodation within 24 hours of arrival and to report and pay for any damage caused by you or a member of your party. Occupancy shall be conclusive evidence that the accommodation is in satisfactory condition and as represented. If something is not in working order, please notify us immediately so that we can replace or repair the item. We cannot guarantee air conditioning, heating, telephones or other mechanical items. No refunds are made for appliance or equipment failure. We cannot make rate adjustment or rebates due to construction, building maintenance, road repairs, etc.
  7. To indemnify Owner and Agent for any damage to the rental unit, grounds, furnishings, equipment and household items therein, which occur during the guests' period of occupancy, excluding normal wear and tear. Guest agrees to accept financial responsibility for any damage to any of the above. Guest understands that any damages which are discovered to cause, or which occur during guest occupancy, should be reported at the earliest possible time to Agent/Manager.
  8. You agree not to hold Cherry Grove Realty or the Owner liable for any damage, loss or injury to persons or property occurring on or about the rental accommodation or common ground. You agree that we are not liable for any act against your belongings. Guest certifies that he/she has read carefully the limitations on this accommodation by Owner and Agent to set forth in the Agreement and you agree to abide by such limitations.
  9. Your accommodations include furnishings required for normal living, except linens, paper products, soap and cleaning supplies. Unless stated otherwise, the accommodations provided are privately owned and additional furnishings or appliances cannot be provided. The accommodations may have one or more locked area which is not included in the rental and to which access is prohibited.
  10. Linens may be rented through Cherry Grove Realty. Please arrange in advance for linens at least (1) week prior to arrival. Rental linens will be delivered to your rental unit.
  11. Check-in time starts at 3:00 PM until our office closes at 5:00 PM (you will not be permitted entry to the rental unit before 3:00PM), however, this time may be extended for special cleaning and maintenance. You must call our office for after hours check-in instructions.
  12. **You affirm that you will be occupying the accommodation during the entire stay and that you are the responsible person for any/all damage and actions of your party. We retain sole authority to determine whether the occupants of the accommodation constitute a prohibited group. A Prohibited group will be ejected without refund. You agree not to allow occupancy by more than the maximum occupancy allowed by the North Myrtle Beach Fire Code. Exceeding the maximum occupancy will result in your loss of the accommodation without refund. You agree to act in such a manner as to allow those nearby the peaceful enjoyment of their properties. No exceptions. Agent rents strictly to families, couples and responsible adults. ABSOLUTELY NO House Parties – Must be 25 or older to rent. Valid ID will be required at check-in.**
  13. **Guest agrees to clean unit and premises including removing all garbage, empty refrigerator, wash all dishes and leave premises in same good condition in which he or she found it, ready for the next guest. All property will be inspected after departure and failure to leave property in good condition will result in an additional \$50.00-\$100.00 cleaning fee charged to the guest account plus any additional damage charges. All garbage will be placed in garbage receptacle and rolled to the street on Friday night.**
  14. To honor the checkout time (10:00am) and return keys, pool tags, gate passes, pier passes to our office by checkout. You agree to pay a \$50.00 fee for each door key, a \$100.00 fee for gate passes and pier passes not returned to our office at checkout.
  15. Some accommodations do not permit motorcycles, jet skis, trailers, boats, campers, motor homes, recreational vehicles, etc., on the premises. Parking is limited to two (2) vehicles at some properties. You agree to these regulations.
  16. That an authorized representative of our staff may enter the accommodation during your occupancy for emergency or scheduled maintenance, with approval of guest, including pest control. Accommodations are sprayed on a regular basis for pests. If you experience a pest problem, please contact our office. No refund will be made for pest control problems.
  17. That Agent will not be responsible for personal items guests may bring or leave in the accommodations. Any items that are left will be held for 30 days and if unclaimed will be donated to Goodwill; otherwise, guest agrees to pay for cost to cover the expense of packaging and mailing back to guest by Cherry Grove Realty.
  18. Funds received by Agent, as escrow Agent or Trustee under this Agreement shall be subject to all applicable cancellation policies while such funds are in the Agent's possession. Guest agrees that any income derived from those funds shall belong solely to the Agent.
  19. Pets are not allowed in or about the accommodations unless otherwise stated. Violation will result in your loss of the accommodation without refund and a \$150.00 per pet fine.
  20. In the event a reserved accommodation becomes unavailable for rental use, we reserve the right to substitute a comparable accommodation or grant a refund of your payment, at our option, without further liability. We will not be responsible if guest cannot be contacted. Please provide best contact information when booking reservation.
  21. This Agreement is subject to all State and local laws and ordinances. Should any portion be rendered void, the remaining parts shall continue with full force and effect.
  22. By signing below, you agree to abide by the terms and conditions contained herein, in our most recent vacation guide, and the rules or regulations of the accommodations; and to be responsible for any charges specified herein including damage to the dwelling, grounds and/or furnishings occurring during your stay.

**NO RESERVATION will be validated until this office receives a signed copy of this contract.**

\_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

**All deposits will be placed in an interest bearing account with interest being retained by Cherry Grove Realty**

\_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

**I Accept CSA Travel Insurance Protection** \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

**I Decline CSA Travel Insurance Protection** \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_