

LODGING AGREEMENT TERMS AND CONDITIONS

1. Introduction: The owner(s) of the property in which you will be staying (the "Owner"), by Vantage Resort Realty of South Carolina, LLC, d/b/a Vantage Vacation Rentals as agent ("Vantage"), in consideration of the payment provided herein, hereby grants a revocable license for weekly lodging to the person referenced above (the "Guest") in a vacation property to be assigned to Guest (the "Property") for the specified time referenced above, in accordance with this Lodging Agreement. This Lodging Agreement does not create a landlord and tenant relationship. All information stated above is a part of this Lodging Agreement, as are the following additional terms and conditions. In entering into this Lodging Agreement, Vantage is acting on behalf of Owner, as agent, and not on behalf of Guest. This Lodging Agreement must be signed and returned to Vantage within five (5) days of making a reservation or the reservation may be cancelled.

2. Occupants: Owner, whom we represent, has instructed us to rent to family groups only. Non-family, non-chaperoned, high school or college groups are not permitted. In addition, the number of occupants shall not at anytime exceed the maximum limit set. The Guest who reserves the Property must be the person checking in, and is required to occupy the Property and supervise Guest's family, other invitees, and/or permitted pets for the entire duration of the rental period. Violation of these policies may result in denial of access to the Property, cancellation of the reservation and/or immediate removal of Guest, Guest's family, other invitees, and/or permitted pets from the Property without refund.

3. Check-In: Check-in Time is 4:00 p.m. on the first day of the lodging period listed above (the "Check-in Date"). **Guests shall check-in at the offices of Elevate Cleans, currently located at 4020 Highway 17 S, #A9, North Myrtle Beach, South Carolina 29582.** Late arrivals must call in advance to make the necessary arrangements. If Guest has not checked-in within 24 hours of 3:00 p.m. on the Check-in Date, and other arrangements have not been made, the reservation may be canceled and all rental fees will be forfeited.

4. Check-Out: Check-out time is 10:00 a.m. on the day of departure. All personal items belonging to Guest must be removed from the Property prior to check-out, including boat trailers and vehicles parked on the parking lot, and all keys, pool passes, and parking passes must be returned to Vantage at Elevate Cleans' above-referenced office. Guest is responsible for the Property until all keys, pool passes, and parking passes have been returned to Vantage. If guest has not returned keys to Vantage by 10:00 am on the day of departure, Guest's credit card on file with Vantage may be charged \$20.00 for every 30 minutes Guest is late, beginning at 10:30 a.m. Guest's credit card on file with Vantage will be charged the cost of replacing any keys, pool passes, and/or parking passes Guest fails to return to Vantage following Guest's occupancy of the Property.

5. Payment:

A. Payment of Balance: The remaining balance after payment of the reservation fees and related expenses at the time of booking shall be due and payable no later than thirty (30) days prior to Guest's Check-in Date. If Guest fails to contact Vantage at least thirty (30) days prior to the Check-in Date to arrange for another method of payment, Guest's credit card on file with Vantage will be charged the remaining balance thirty (30) days prior to Guest's Check-in Date. If Guest fails to pay the remaining balance by remaining balance twenty-nine (29) days prior to Guest's Check-in Date, a late payment fee of \$35.00 will be added to the outstanding balance, all of which must be paid prior to checking in.

B. Charges to Guest's Credit Card on File: Guest is required to maintain a valid credit card on file with Vantage for charges which may be required pursuant to this Lodging Agreement.

C. Other Methods of Payment: If Guest would like to use a different payment method than the credit card on file with Vantage, Guest must contact Vantage prior to that payment date with Guest's preferred payment information. Vantage will not accept payment by personal check sent by mail less than forty-five (45) days prior to Guest's Check-in Date, but will accept electronic check payments over the phone up to thirty (30) days prior to Guest's Check-in Date.

D. All Payments to be Made by Guest: All payments made by Guest pursuant to this Lodging Agreement must be made by the person signing this Lodging Agreement, and all forms of payment must be in that person's name. If another individual would like to make a payment pursuant to this Lodging Agreement, they shall be required to sign an identical Lodging Agreement and pay the prevailing processing fee accompanying all Lodging Agreements.

E. Credit Card Disputes & Payments Returned Unpaid, Denied, Rejected or otherwise Dishonored. If Vantage charges Guest's credit card on file or another credit card authorized by Guest and Guest disputes such charge with their issuing bank, Guest will be charged an additional fee of \$75.00 if the dispute is denied. If Guest disputes a charge with their issuing bank and the dispute is upheld, Guest shall nonetheless remain liable for the amount of the charge if Guest's liability is established under this Lodging Agreement. Guest shall also be charged a \$25.00 fee for each payment that is returned unpaid, denied, rejected or otherwise dishonored, regardless of the reason and regardless of the method of payment (including, but not limited to, personal checks, ACH drafts, debit entries, and credit card charges).

6. **Pet and Smoking Policies:**

A. Pets: Pets are not permitted at the Property at any time unless clearly specified in the Property Information contained on Page 1, which contains the applicable terms and conditions regarding pets permitted at the Property. Any violation of this restriction is grounds for immediate removal and forfeiture of all money paid. In addition, in the event Guest violates this provision, or Guest's pet causes damage in a unit that permits pets, Guest's credit card on file with Vantage will be charged an additional cleaning fee. Notwithstanding the foregoing, the Owner of the Property may have pets that have been present in the Property. Under no circumstances shall Owner or Vantage be responsible for any allergic reactions resulting from Guests' exposure to the hair or dander of Owner's pet(s).

B. No Smoking: No smoking of any kind (including e-cigarettes/vaporizers) is permitted inside the Property. In the event Guest violates this provision, Guest's credit card on file with Vantage will be charged an additional cleaning fee of \$300.00. In addition, the resort/complex in which the Property is located may be designated as non-smoking, and Guests are required to comply with all such designations.

7. **Condition of Property, Issues During Guest's Stay and Damage:**

A. Condition of Property: Rental units managed by Vantage are privately owned and reflect the personal needs and tastes of the individual Owners.

B. Issues Arising During Guest's Stay: Upon arrival at the Property and once cleaning of the Property has been completed, Guest shall immediately notify Vantage of any missing or inoperative furnishings or equipment, cleaning issues, and/or conditions Guest reasonably believes should be addressed. During Guest's stay at the Property, Guest shall report any new problems to Vantage promptly so the problems can be efficiently addressed for Guest's safety and comfort, and that of future guests. Vantage will endeavor to address any cleaning issues, missing or inoperative furnishings or equipment (such as problems with televisions, DVD players, Internet/Wi-Fi, microwaves, etc.) and/or conditions Guest reasonably believes should be addressed promptly on behalf of Owner. Guest will not, however, be entitled to any refund as a result of any such cleaning issues, missing or inoperative furnishings or equipment, and/or conditions Guest reasonably believes should be addressed promptly on behalf of Owner—even if a repair or replacement is not available. To the extent possible, any cleaning and/or maintenance required during Guest's stay will be performed while the Property is vacant, with the understanding that maintenance can typically only be performed between the hours of 9:00 a.m. and 5:00 p.m. The Owner, or any authorized employee, repairman, or agent of Vantage may enter the unit, upon reasonable prior notice, during business hours from 9:00 a.m. to 5:00 p.m.

C. Damage to Property: Guest must surrender the Property at the end of the lodging period in as good condition as the Property was in at the beginning of the lodging period, normal wear and tear excepted. Guest is responsible for all damage to the Property caused by Guest, Guest's family, other invitees, and/or permitted pets. Guest's credit card on file with Vantage will be charged for any missing or damaged items that are not covered by Guest's Security Deposit set forth in Section 19(A) below or the Security Deposit Waiver Fee offered below in Section 19(B). Vantage and Owner may inspect and make repairs to the Property during the lodging period and will inspect the Property at the end of the lodging period. Toilets shall not be used for any purpose other than that for which they were constructed and no trash, sanitary pads, diapers, rags or other garbage shall be placed therein. Any clog of sewer lines through the misuse or neglect of Guest shall be repaired at Guest's expense. Guest will be responsible for any water or other damage caused by a violation of this provision or any intentional misuse of the toilets or other plumbing fixtures.

8. Liability for Personal Injuries and Property Damage: Vantage and Owner are not responsible for any personal injury or property damage resulting from any act of Guest in connection with Guest's use of the Property or any equipment provided with the Property, including beach equipment, bikes, grills or any other items provided by the owner as a courtesy to Guest.

9. Compliance With Local Noise Control Ordinance: If Guest, Guest's family, and/or other invitees exceed the noise levels mandated by the local noise control ordinance where the Property is located, Guest shall be in default and Vantage reserves the right to deny access to the Property, remove Guest, Guest's family, and/or other invitees from the Property, and cancel the reservation, without refund. In addition, if the Owner receives a penalty or charge for a violation of any such noise control ordinance, Guest's credit card on file with Vantage will be charged for the penalty or charge.

10. Lockouts: There will be a \$50.00 fee for lockouts that must be responded to during hours that the Vantage office is closed. The fee will be payable when Guest is re-admitted to the Property. If Guest fails to pay the fee upon being re-admitted to the Property, Guest's credit card on file with Vantage will be charged for the fee.

11. Pool Hours: Opening and closing of pools and hot tubs is at the discretion of each individual building. Neither Owner nor Vantage is responsible for the hours that any pool or hot tub is opened or closed or for the condition of any pool or hot tub. Guest is not entitled to any partial or full refund based on pool or hot tub conditions or closures.

12. Guest's Personal Property: Guest's personal belongings left in the Property after the Property has been vacated by Guest may be disposed of in any manner without Owner or Vantage's liability. Owner and Vantage are not responsible for theft of Guest's property unless determined to be committed by employees of Vantage.

13. What Guest Should Bring: The Property includes all furnishings required for normal living conditions, except soaps and paper products. Pillows, bedspreads, blankets and linens are provided; however, these are for use as bedding on the beds and pull-out (if any) only. Guest must furnish his/her own towels, soap, toilet paper, paper towels, coffee filters, and trash bags. Guest must bring their own blankets and towels for use on the beach, by the pool, on the balcony, etc. Automatic dishwashers, where provided, require automatic dishwashing detergent; ordinary liquid dishwashing detergents will damage the appliance and cause overflowing of suds and water, for which Guest will be held responsible. The Property is equipped for light housekeeping and includes cooking and eating utensils, but Guest may want to bring any special utensils, cooking items and/or condiments. All units are equipped with cable/satellite hookup for TV. Internet access is provided only if indicated in Vantage's description of the Property, although some properties offer pay-for-use wireless service. Some properties may include beach items for Guests' use at no additional charge, with the understanding that Guests shall be responsible for paying to repair or replace any broken or missing items at the end of Guests' stay.

14. Parking Restrictions: Some properties have parking height restrictions. Vantage is not responsible if Guest's vehicles do not fit in parking garage. Please contact a representative for height restriction of specific properties.

15. Additional Fees: Please be advised that some vacation properties have location-specific registration, pool or amenity fees. Please refer to the Property-specific information emailed to Guest along with confirmation of Guest's reservation confirmation for more information concerning these fees. Unless otherwise noted in writing, Guest shall be responsible for the payment of any and all fees.

16. Additional Charges: Guest may not use Property's telephone to make long-distance phone calls. Nor may Guest order Pay-Per-View movies on Property's television. In the event Guest does make long-distance phone calls or order Pay-Per-View movies, Guest's credit card on file with Vantage will be charged for any resulting charges received by Owner.

17. Special Events: Neither Vantage nor Owner shall be responsible for any special events, functions, conventions, or any other matters outside of the control of Vantage or Owner ("Special Events") that may inconvenience Guest, and no refund will be provided in the event Guest's stay at the Property is inconvenienced by such Special Events. Guests should consult with the town where the Property is located prior to booking a reservation to ensure Guest is aware of any Special Events scheduled during their occupancy.

18. Care and Maintenance of Property: Guest is responsible for maintaining the cleanliness of the Property during occupancy and to leave the premises reasonably neat and in good condition upon departure. This includes removing any food or drink from the refrigerator and cabinets, washing the dishes and putting them back in the cabinets, removing all trash from inside the unit and depositing same into the dumpster, and keeping the carpets and floors in a "broom-swept condition" free of excessive debris. Failure to return the premises in reasonably good condition will result in an excess cleaning fee of \$200.00 or more, depending on the severity of the conditions in which the premises were left. Guest's credit card on file with Vantage will be charged for the excess cleaning fee.

19. Security Deposits and Security Deposit Waiver Fee: All Guests staying at the Property shall be required to either provide Vantage with a Security Deposit or take part in Vantage's Security Deposit Waiver Plan.

A. Security Deposit: Some properties require guests to deposit with Vantage a security deposit in the amount specified by Owner and listed on Page 1 (the "Security Deposit"), to be returned to Guest no later than 30 days following the end of Guest's stay at the Property, provided Guest is not in default under any provision of this Lodging Agreement, and subject to any deductions necessary to replace or repair missing or damaged furniture or equipment or to repair damage to the Property intentionally or negligently caused by Guest, Guest's family, other invitees, and/or pets (whether or not permitted), excepting ordinary wear and tear. Guest's liability for damage cause to the Property during his/her stay is not limited to the amount of the Security Deposit.

B. Security Deposit Waiver Plan: If the Property being reserved by Guest does not require a Security Deposit, Guest must take part in Vantage's Security Deposit Waiver Plan. Under this plan, Guests shall pay a non-refundable Security Deposit Waiver Fee and will not be obligated to pay for theft or damage to covered real or personal property of the owner resulting from Guest's inadvertent acts or omissions occurring during their stay, up to the maximum limit of this waiver and subject to the following terms and conditions:

i. The non-refundable Security Deposit Waiver Fee is \$60.00 per weekly stay and the maximum limit of this waiver of liability is \$1,500.00 in aggregate per weekly stay (an additional \$60.00 Security Deposit Waiver Fee will be due for each week or portion thereof that Guest's stay exceeds one (1) week).

ii. If Guest cancels their reservation and doesn't check in the property, the Security Deposit Waiver Fee will be returned to Guest.

iii. The Security Deposit Waiver Plan does not apply to the following: **(a)** Intentional acts of a Guest or any member or Guest's party; **(b)** Gross negligence or intentional conduct by Guest or any member or Guest's party; **(c)** Any cause whatsoever, if the Guest does not report the theft or damage to Vantage's staff in writing at the time Guest checks out of the property (or earlier); **(d)** Theft, if reported to Vantage without a valid police report; **(e)** Normal wear and tear, for which Guest will not be held liable; **(f)** Damage caused by any pet or other animal brought onto the Property by Guest or any member or Guest's party; **(g)** Damage caused by smoking of any kind; **(h)** Theft or damage of any personal property brought to the property by the Guest or any member or Guest's party; **(i)** Damage resulting from any motorized vehicle, watercraft or other equipment operated by Guest or any member or Guest's party; **(j)** Damage caused while under the influence of alcohol or drugs; **(k)** Damage to the exterior of the occupied property; **(l)** Guest's loss of use of the covered property; and/or **(m)** Acts of God.

iv. Guest's payment of the non-refundable Security Deposit Waiver Fee is due no later than thirty (30) days prior to Guest's scheduled check-in date. Payment of the Security Deposit Waiver Fee may be accepted by Vantage in its sole discretion less than thirty (30) days prior to Guest's scheduled check-in date, but will not be accepted under any circumstances after Guest or any member of Guest's party enters the property at the beginning of their stay.

v. All coverage under the Security Deposit Waiver Plan shall terminate as of the date and time of Guest's scheduled check-out date or departure of Guest, whichever occurs first.

vi. In the event Guest, Guest's family, and/or other invitees breach any of the terms of conditions of this Lodging Agreement and fail to immediately cure such breach, Guest's participation in the Security Deposit Waiver Plan will be immediately voided.

vii. All waivers of theft or damage will be administered by Vantage's staff, which shall have the sole discretion to determine the nature and extent of damages, necessary repairs and eligibility for the waiver of liability described herein.

viii. Under no circumstances does the Security Deposit Waiver Plan release Guest or any member or Guest's party from obligations imposed by Guest's Lodging Agreement with respect to Guest's duty to maintain the Property.

ix. The Security Deposit Waiver Fee is not available for large groups such as weddings, reunions, corporate retreats, etc.

20. Owner of Property May be a Licensed Real Estate Agent: Guest is hereby advised, and acknowledges that the Owner of the Property may be a licensed real estate agent.

21. No Assignment. This Lodging Agreement may not be assigned by Guest, nor may Guest rent the Property or otherwise grant to others the right to use the Property, other than permitted family and invitees.

22. Severability: If any provision of this Lodging Agreement shall be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

23. Default by Guest: In the event Guest, Guest's family, and/or other invitees breach any of the terms of conditions of this Lodging Agreement and fail to immediately cure such breach, Guest shall be in default and Vantage reserves the right to deny access to the Property, remove Guest, Guest's family, and/or other invitees from the Property, and cancel the reservation, without refund. The foregoing remedies are not the exclusive remedies for Guest's default, and Owner and Agent reserve all rights under law or equity.

24. Remedies Cumulative: All rights and remedies provided to Vantage and Owner in this Lodging Agreement are cumulative and not exclusive of any other rights or remedies that may be available, whether provided by law, equity, statute, in any other agreement between the parties or otherwise.

25. Governing Law, Jurisdiction, and Venue: The parties hereto agree that this Lodging Agreement is made in and shall be governed by, construed and enforced in accordance with the laws of the State of South Carolina. The parties further agree that any legal action brought by either party arising out of this Lodging Agreement or to enforce this Lodging Agreement shall be brought in Horry County, South Carolina or the federal courts situate in South Carolina. The parties hereto each specifically consent to personal jurisdiction and venue in such courts. In the event of any default or breach of any condition hereof by Guest, Guest shall be liable to Owner and/or Vantage for any money expended for reasonable attorney's fees or other costs which may be incurred on behalf of Owner and/or Vantage in remedying said default or enforcing this Lodging Agreement.

26. Return of Signed Lodging Agreement: Guest's failure to sign and return this Lodging Agreement within five (5) days after booking the reservation may result in cancellation and cancellation fees will apply. All pages of this Lodging Agreement, including the Property Information contained on Page 1, must be initialed, signed, and returned to Vantage in one of the following ways:

- By Docusign: Vantage will sent a link via Docusign
- By Fax: **[INSERT PHONE NUMBER]**
- By Email: **[INSERT PHONE NUMBER]**
- By Mail: Vantage Vacation Rentals
Attn: Lodging Agreements
4020 Highway 17 S, #A9
North Myrtle Beach, South Carolina 29582

27. Entire Agreement: No representations, agreements, undertakings, and/or promises, whether oral, implied, or inferred, have been made by either Owner or Vantage unless expressly stated herein, and this Lodging Agreement, including the Property Information contained on Page 1, along with the Property-specific information emailed to Guest with confirmation of Guest's reservation confirmation, represents the parties' entire agreement.

28. Cancellation Policy:

A. Cancellations by Vantage: Vantage may cancel this Lodging Agreement at any time, prior to Guest taking occupancy, and refund Guest all money paid. The Property must be occupied by the Guest identified above and all occupants of the premises shall be supervised by that Guest. Violation of this provision is grounds for immediate removal and Guest will forfeit all monies received by Vantage. Vantage also may cancel this Lodging Agreement without refund to Guest if Guest or Guest's family or other invitees intentionally damage the Property, fail to comply with any provision of this Lodging Agreement or any applicable law, disturb the peace, become verbally abusive and/or threaten any Vantage employee or contractor, or otherwise act in a manner inconsistent with the good character of the Property and the surrounding neighborhood.

B. Cancellations by Guest: In the event a Guest requests a cancellation of this Lodging Agreement, Vantage will return the Property to the rental market and use the same efforts to re-rent the Property as Vantage uses for other properties. Under such circumstances: (a) if Vantage is able to re-rent this Property for the same dates of stay for the same amount or greater, Guest will be entitled to a refund of all amounts paid under this Lodging Agreement, less a penalty of sixteen percent (16%) of the total amount due under this Lodging Agreement, and less Vantage's prevailing processing fee, as referenced on receipt for this transaction (hereinafter the "Processing Fee"); (b) if Vantage is able to re-rent this Property for the same dates of stay, but only for a lesser amount, Guest will be entitled to a refund of all amounts paid under this Lodging Agreement, less a penalty of sixteen percent (16%) of the total amount due under this Lodging Agreement, less the Processing Fee, and less the difference between the amount of the original booking and the amount for which Vantage was able to re-rent the Property; and (c) if Guest requests a cancellation of this Lodging Agreement thirty (30) days or more in advance of the scheduled Check-In date, and Vantage is unable to re-rent this Property for the same dates of stay, Guest will forfeit one-third (1/3) of full rental amount called for under this Lodging Agreement, plus the Processing Fee. If, however, Guest requests a cancellation of this Lodging Agreement less than thirty (30) days in advance of the scheduled Check-In date, and Vantage is unable to re-rent this Property for the same dates of stay, Guest will forfeit the full rental amount called for under this Lodging Agreement. All cancellations by Guest must occur prior to the beginning date of their stay, or no refunds will be provided. Nor will a refund be given if Guest refuses to take occupancy of the Property. As such, Vantage strongly recommends that Guest view images of the Property prior to booking their reservation. Rental units managed by Vantage are privately owned and reflect the personal needs and tastes of the individual Owners. For this reason, the furnishings and décor will vary according to each owner's desires, and no refunds will be given based on complaints concerning the Property's furnishings or décor. Vantage will endeavor to address any equipment malfunction promptly on behalf of Owner (such as televisions, VCRs, microwaves, etc.), but no refunds will be given as a result of the malfunction of such equipment - even if a repair or replacement is not available. No refunds will be given for inclement weather (including hurricanes or other acts of nature) or any other matter which may inconvenience Guest's stay at the Property but which is beyond the control of Vantage or of Owner. In addition, no refunds will be provided for any actual or alleged inconvenience experienced by Guest as a result of any Special Events as defined in Section 17 above, or in the event the Property's pool is not open during Guest's stay, pursuant to Section 11 above. Finally, pursuant to Section 23, in the event Guest, Guest's family, and/or other invitees breach any of the terms or conditions of this Lodging Agreement and fail to immediately cure such breach, Guest shall be in default and Vantage reserves the right to deny access to the Property, remove Guest, Guest's family, and/or other invitees from the Property, and cancel the reservation, without refund.

By signing below, Guest agrees to the terms and conditions of Lodging Agreement, including the cancelation policy listed immediately above in Section 28.

GUEST: Sign: _____
Print: _____
Date: _____