

161 LEWIS AVE TYBEE COTTAGE VACATION RENTAL AGREEMENT/CONTRACT
State of Georgia, County of Chatham

This Cottage Rental Agreement is a legally binding agreement between _____(Guest), Guale, Ltd. (Agent), & R. Hunter and T. Hunter (Owners). Information regarding this listing is believed accurate but cannot be guaranteed. Guale, Ltd. serves as the Agent and represents the owners of this vacation property, and is acting at all times, in and for the best interest of the owners. Guests are a licensee of the Owner and not a tenant; and Guest is not acquiring any interest in the property. In no event shall Guest assign or sublet the cottage in whole or in part. Guest agrees to assume responsibility for actions of his party members that occupy the cottage under this Agreement.

DISPUTES – This Agreement/Contract shall be governed by and interpreted in accordance with the laws of the State of Georgia and be treated as though it were executed in the County of Chatham, State of Georgia. Any action relating to this Agreement/Contract shall be instituted and prosecuted only in the Chatham County Superior Court, Georgia. Guest specifically consents to such jurisdiction and to extraterritorial service of process.

1. RESERVATION AGREEMENT - Guest acknowledges, understands, and agrees that the moment Guest gives Agent his credit card information, the credit card serves as damage binder and ultimate payment source. Agent is authorized to charge said credit card for the initial deposit of fifty percent (50%) unless other payment method is approved. Agent is authorized to charge the balance of the total charges to the credit card on file thirty (30) days prior to Guest arrival date unless other payment method is approved. Agents' Cancellation Policy will govern any cancellation, rescheduling, or change after the credit card authorization.

2. CANCELLATION/RESCHEDULING– Because this cottage is privately owned, cancellations affect owners significantly. Cancellations, rescheduling, or changes must be submitted in writing (US Post or e-mail at tybeecottage@gmail.com) and confirmed received by Guale, Ltd. more than thirty (30) days prior to check-in date, in order to receive refund. Said changes regardless of reason made within thirty (30) days of your check-in date will result in a forfeiture of moneys paid. All moneys paid are non-transferable to another date. Refunds will be given if Agent can rebook said dates with another guest. NO SHOW/EARLY DEPARTURE– Agent is not responsible for Guests inability to arrive or if Guest chooses to depart early for any reason. No refunds or rebates will be offered.

3. OCCUPANCY – The guest signing this contract is the “responsible guest” and must be 25 years of age or older. The maximum occupancy is four persons. Any child two years old and above is considered an occupant & must be included in the occupancy total. Parking space for two vehicles is maximum available. Parking for a small boat/trailer is available in the back yard. Rollaway beds, inflatable mattresses & sleeping bags are prohibited and no overnight guests are allowed. If you are found to exceed the maximum occupancy, it will be considered a breach of contract and will result in immediate eviction with no refunds or rebates.

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4. CHECK IN, CHECK OUT TIME– Check-in time is no earlier than 4:00 PM Sunday; checkout is no later than 11:00 AM Sunday. By signing this Agreement/Contract, Guests are authorizing Agent to charge their credit card one full night's rental for a check-in earlier than 03:00 PM or a checkout later than 11:00 AM. Other check in/check out arrangements may be made on a case by case basis.

5. COTTAGE ENTRY INSTRUCTIONS- Directions/Entry Code will be sent by Agent when he has received the completed and signed Signature Page of the Cottage Rental Agreement. If Guests choose to leave home without directions/code, Agent cannot be held responsible for Guests inability access the cottage.

6. CONDUCT – Occupancy and use of premises shall not be such as to place the property in danger of damage or to disturb or offend neighbors. No parties, excessive speeding through neighborhoods, excessive noise and/or obnoxious behavior, discharging of Firearms, or Fireworks, use of illegal drugs or under age alcohol use, etc, shall be allowed. The Agent has the prerogative to terminate this Agreement/Contract and to demand that disruptive Guests vacate the premises, thereby forfeiting all rental fees to Agent.

7. NON-SMOKING – NO EXCEPTIONS! – This cottage is non-smoking. Guests agree to pay not less than \$350 for odor abatement if smoke is detected in the cottage. Smoking is permitted outside of the cottage. Cigarette butts must not be disposed of in the yard or on the property.

8. WILDLIFE – This cottage is adjacent to an estuarine creek and salt water marsh and as such you may encounter Raccoons, Opossums, various large birds, Carpenter Bees, Wasps, Scorpions, Ticks, Ants, Chiggers, biting or stinging marine creatures, etc. Neither Agent nor property owner will accept responsibility for any injury caused by said wildlife.

9. MAINTENANCE, REPAIRS & REFUNDS – In case of a breakdown of any property equipment, guests shall notify Agent immediately to make the necessary repairs. Agent will make every effort to correct any problem that arises during stay in a timely manner however, Agent cannot guarantee against mechanical failure of cottage equipment. Should a repairperson make a call to repair or replace a unit that is found to be in working order and the problem was due to Guests' oversight, neglect or misuse, Guest agrees that the repair call costs may be billed to the Guests' credit card on file. Agent cannot be held responsible for the failing of any other company due to said company's error or service interruption (i.e. electricity, water, , etc) However, Agent agrees to do all that is humanly possible to remedy any issue as quickly as possible. Agent cannot be held responsible for acts of neighbors such as; construction, road repair, and maintenance.

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10. RIGHT OF ENTRY: Guest understands, and agrees that Agent reserves the right to enter property at anytime to investigate disturbances, check occupancy, check damages, and make repairs, alterations, and improvements.

11. DAMAGES TO PROPERTY - Premises are to be left in clean, undamaged condition. Guests authorize Agent to charge Guests' credit card on file for any damages, repairs, replacement, or special cleaning sustained to property. Guests agree to pay moving costs if furniture is rearranged in such a manner that results in cleaning services being delayed

12. GRILL – Cottage is equipped with a Charcoal grill. Please clean up all grease & food spills, clean the grill, and remove ash and dispose of properly. The grill must be used outside, clear of the cottage and clear of overhanging trees. The use of turkey / deep fat fryers are strictly prohibited.

13. PET POLICY –Small pets may be accepted. Discuss on a case by case basis with the Agent and the following items must be adhered to:

- a) Pets must be completely housebroken, well behaved, and pest free. Guest will be charged an extra cleaning fee if pet hair causes a delay in cleaning services.
- b) Guest will not use any linen on pets other than provided by himself. Pets are not allowed on beds or furniture.
- c) Guest agrees to pay for any damages caused by pets.
- d) If pets have an accident in cabin, all clean up will be performed by the Guest. Guest will police waste from grounds and deposit in outside garbage cans. Guest agrees that failure to comply with clean-ups of either inside or outside cabin will result in an additional cleaning charge. Pets are not allowed on furniture.
- e) Guest agrees to be in full control of their pets at all times & take full responsibility for pets well being. When pets are outside, they must be on leash.
- f) Guest agrees pet will not be left outside, on porches or anywhere that barking will disturb neighbors or that injury will occur to the pet.
- g) If any of these Pet Policy items are not met, Guest is in violation of this Agreement/Contract.
- h) Guest agrees that by signing this Agreement/Contract, they are authorizing Agent to charge Guests' credit card on file for any damages sustained.

14. USE OF DOCK FACILITIES - Guest agrees to hold harmless the cottage owners and Guale, Ltd. if he or any of his party are harmed should they choose to use the dock facilities and Horsepen Creek. If Guest chooses to use the dock facilities, he is aware of and agrees to the following:

- a) Hand rails will be used at all times when traversing the facilities.
- b) No running or "horse play" on the facilities.
- c) No jumping or diving from floating dock as there is a potential for shallow water or submerged obstructions.
- d) Children must be accompanied by, and under the direct supervision of parents or guardians at all times when they use the dock facilities.

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e) Horsepen Creek is a tidal creek and water levels will fluctuate up to 9 feet on approximately 12 hour intervals. Current flow can be swift during mid tide changes and reverses direction from flood to ebb. High flow currents can be 1 to 2 mph and there is almost no time when some level of current is not present.

f) Hazards when swimming or wading may be present: examples include shell cuts, stings from sea life, encounters with floating/submerged debris, sunburn, etc.

15. FISHING IN HORSEPEN CREEK – Rod and reel fishing, castnetting, seining and crabbing require a Georgia Fishing License. Short term and out of state licenses are available locally. Guest is responsible for complying with state game and fishing laws if he chooses to undertake these activities.

16. NO DAILY MAID SERVICE – While linens and bath towels are included in the cottage, daily maid service is not included in the rental. We suggest you bring your own beach towels. We do not permit towels or linens to be taken from the cottage.

17. ITEMS LEFT BEHIND – Agent is not responsible for any items Guest leaves behind in the cottage. Should the Agent discover such items, he will attempt to contact the Guest and make arrangements for their return. Guest agrees to pay shipping costs for any items he requests to be returned.

18. EXPEDITED EVICTION - A material breach of this Agreement by Guest and/or his party, which, in the sole determination of the Agent, results in damage to the Premises, personal injury to Guest or others, a breach of the peace, a nuisance to others, or a violation of criminal law or local code, shall be grounds for termination of Guest tenancy. Violation of any of the rules contained here in will result in immediate eviction and forfeiture of rent and security deposit. The expedited eviction procedures set forth in the Cabins Act apply. Guests may be evicted under such procedures if Guests: (i) hold over in possession after Guests tenancy has expired; (ii) commit a material breach of any provision of this Agreement that according to its terms would result in the termination of Guests tenancy; (iii) fail to pay rent as required by this Agreement, or (iv) have obtained possession of the Premises by fraud or misrepresentation. Any reservation made under false pretenses will result in forfeiture of advance payments and the party will not be permitted to check-in.

19. VIOLATION OF AGREEMENT/CONTRACT – Agent reserves the right to remove renter without refund, if any of the Agreement/Contract items are not met.

20. INDEMNIFICATION AND HOLD HARMLESS – Guest acknowledges and understands that each and every guest or guardian is solely responsible for any property damage, accident, injury or loss sustained to any person while in-residence, and neither the Agent nor the owners accept legal or financial responsibility. Guests, and guardians, assume all risk of injury or other loss resulting from a recreational activity and will hold the Agent and Owners harmless with respect hereto. Guests hereby agrees to indemnify and hold Guale, Ltd, employees, officers and/or the property owners harmless from any

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claims, including those of third parties, arising out of or in any way a result of the guests use of the premises or items therein.

21. WRITTEN EXCEPTIONS – Any exceptions to the above mentioned policies must be approved by the Agent in writing in advance.

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SIGNATURE PAGE - Please fill in and return this agreement to:

Guale, Ltd.
Attn: Robert Hunter
2701 Hunters Crossing
Augusta, Ga. 30907

TRIP INSURANCE – For guest’s protection the Agent suggests Trip Insurance. Such insurance is available from a number of independent vendors. If guest is concerned with the possibility of cancellation within 30 days of arrival or weather related evacuations, we suggest acquiring insurance coverage. One source of insurance may be found at www.InsureMyTrip.com. Guest acknowledges and agrees that by initialing below, Agent has informed him of Vacation Travel Insurance availability.

Guest Initials: _____

I am providing my credit card number as a guarantee. I understand and agree to pay all rent and accept all terms of the Rental Agreement/Contract, to include the CANCELLATION/RESCHEDULING policy in Section 2 of this Agreement/Contract and accept all liability for any damages, beyond normal wear and tear, during the term of my stay at 161 Lewis Ave. If I fail to do so, I understand and agree that these costs will be charged to my credit card and that all credit card sales are final.

Guest Name: _____

Address: _____

City _____ St _____ Zip _____

(Note: Address must be same as billing address for Credit Card)

CC Card Number _____

Reservation Dates: _____

No. Adults: _____ No. Children: _____ No. Pets: _____

Number of Vehicles at Cottage: _____ Tag Number(s) _____

Total Rent Charge _____

Signature of Guest Responsible for Credit Card: _____

Date: _____