

LICENCE AGREEMENT

THIS LICENCE AGREEMENT, made and entered into as of the date listed below, by and between Scott T. Hinton, Trustee of the S & K JRL Trust U/A/D May19,1998 doing business as Your Beach Escape, hereinafter referred to as "Owner," and the undersigned, hereinafter referred to as "Licensee".

WITNESSETH:

That Owner in accordance with South Carolina State Code Title 45 allows Licensee use of the condominium located in North Myrtle Beach, South Carolina, on a day-to-day usage based upon the following terms and conditions:

1. Payment amounts are subject to increases until paid in full for a reservation. Use begins at 4:00 pm on first day of the paid period and ends at 11:00 am on the departure day for a use amount, cleaning fee, other fees agreed to, and city, county and state taxes as agreed to by email exchange. A partial payment is due at booking with the balance plus damage security deposit due in full by the date specified in the online listing or email from Owner, generally not less than 30 days before arrival. Failure to make above listed partial payment or payment in full 30 days in advance may be treated as a cancellation by Owner.

a. Owner does NOT provide linen/towel rental ("linen rental") with use. If linen rental is requested, Licensee must pay full linen rental amount no later than when the final rental payment is due.

b. Payments will not be refunded unless (1) there is a death of a person listed in paragraph 5 below; or (2) if there is a **mandatory** government ordered evacuation due to weather. The day the government orders an evacuation, Owner will refund any unused portion of use and taxes to a Licensee who vacates the premises as ordered or the portion of use and taxes for a Licensee scheduled to arrive during the mandatory evacuation period. **Owner recommends travel insurance if your plans are not firm.**

c. There is a \$50 fee for: canceling less than 61 days from check in, insufficient funds check, if Licensee departs after the 11:00 am departure time, refusing bug exterminator entrance to the condo to spray, excessive cleaning due to spills, sand, dirty dishes.

d. Undersigned explicitly authorizes that any fee set forth in this Agreement will be, in the owner's full and complete discretion as to method, either deducted from the security deposit or charged as an agreed to fee on the Licensee's credit card WITHOUT proof of damage but as a fee as set forth herein.

2. Owner provides trash service, electric and water utilities but no telephone service. Owners' HOA provides cable television but Owner has no control over the quality or quantity and the available service is not guaranteed. For VRBO listing #982829 we do not advertise cable tv as an amenity because if Spectrum provides poor service on a particular day there is nothing owner can do. Washer/dryer is in the 2 bedroom only, the one bedroom condo does not have a washer/dryer. Pool, beach toys/chairs and BBQ use is at the Licensee's own risk and Licensee **holds Owner harmless.**

3. Children under the age of 14 shall not be left in the premises unless supervised by someone over the age of 25. Air Mattresses in condo is not permitted.

4. This use is not assignable by Licensee nor shall Licensee sublet said premises.

5. Premises are to be used for residential purposes and no other. Premises means the entire condominium complex. Fireworks are illegal in North Myrtle Beach. The HOA does not allow Licensee pets. Licensees who bring a pet will pay \$50/day per pet from deposit or as charged to licensee's credit card. Licensee covenants that no damage shall be committed to the premises and that premises shall not be used for any unlawful purposes. Kitchen and other refuse must be placed in proper receptacles. At no time shall trash bags be placed outside the front door. Licensee shall refrain from bringing food and

beverages into the bedroom area. Spills must be cleaned during the stay. All dishes must be cleaned at departure (they may be left to dry once clean, in the dishwasher or on the drain rack). The toilets, wash basins, sinks and appliances shall not be used for any purpose than those for which they were constructed to include no washing sand into sinks. No use of hair or fabric dye on the premises. No fire hazard or open flame to include candles are permitted on the premises. If bed bugs are found after Licensee's departure you may be required to pay all costs of cleaning and pest control.

a. The HOA has a mandatory quiet period from 10pm to 8am every day that is enforced by police and includes tv and radio. Only registered Licensees may remain in the condo during HOA quiet period.

b. The only guests in the condo during the quiet period are listed here (Name & age which includes babies due to fire code limits):

(1) _____ (2) _____

6. The overnight use of the premises by Licensee shall be conclusive evidence as against Licensee that the premises were clean, all appliances and items on the inventory are present and in working condition. Licensee agrees that at the expiration of each license period that said premises shall be surrendered to Owner **in as good a condition as when received**. Cleaning that takes cleaner more than the customary time to perform will be billed to Licensee at the rate of \$40/hour. Discover Cards not accepted by Owner.

7. The Owner shall not be liable or responsible to any person or persons whomsoever for any damage to their property in or about said premises herein demised.

8. Owner expressly reserves the right to enter said premises at any reasonable time to examine the premises and make such repairs as Owner deems necessary for the safety, improvement or preservation thereof. Owners' agents may be required to enter the premises for routine maintenance and to perform routine maintenance or pest control.

9. The Licensee shall pay all attorney's fees, court costs and expenses of the Owner incurred in enforcing any of the obligations of Licensee under this Agreement.

10. Any waiver, express or implied, by the Owner of any breach of this Agreement or any terms, conditions or promises herein contained shall not be or be construed to be a waiver of any subsequent breach and the payment of sums shall not be or be construed to be a waiver of any breach of the terms herein, except as to the particular installment of amounts owed, paid and accepted.

11. Owner may use, apply or retain the whole or any part of the cleaning and damage deposit to the extent required for payment of use fee in which Licensee is in default, damages to the premises or property therein, or cleaning of the premises necessary to release the premises. Licensee shall not be entitled to any interest on the deposit. Towels, blankets, furniture, and kitchen items shall NOT be brought to the beach or pool. No item from the condo shall be brought to the beach or pool other than designated beach items and will cause a deposit forfeiture. Entering into locked furniture or drawers in the condo will cause a deposit forfeiture or will be an authorized credit card fee in the amount of the deposit.

11. ANY LICENSEE SMOKING OR ALLOWING SMOKE IN THE CONDO OR SMOKING ON THE BALCONY AT SANABEL WILL HAVE THIS AGREEMENT IMMEDIATELY TERMINATED AND BE DIRECTED TO LEAVE, WILL FORFEIT BOTH THE REMAINING USE

PERIOD AND THE ENTIRE CLEANING AND DAMAGE DEPOSIT AND WILL PAY ALL ADDITIONAL COSTS TO RETURN THE CONDO TO A SMOKE FREE CONDITION. The mulch is flammable and cigarette butts will ignite it.

12. Licensee affirms he/she is above the age of 25 years or has obtained written permission from Owner to use the premises notwithstanding the failure to meet the minimum age requirement.

13. It is agreed that the Owner has not made any statement, promise, or agreement, or taken unto itself any engagement whatsoever, verbally or in writing, in conflict with the terms of this Agreement, or that in any way modifies, varies, alters, enlarges or invalidates any of its provisions and that no obligation of the Owner shall be implied in addition to the obligation herein expressed. The words Licensee and Owner as used herein shall be construed to include the singular and plural, masculine and feminine, individual and corporate parties, and shall include all assignees of Owner.

14. Any damage to the premises by Licensee during the term of this Agreement shall be reported within 12 hours to Owner and shall be paid for within five (5) days of the date damaged.

15. Licensee acknowledges that a condo is part of a residential complex, governed by a Board of Directors who take action on behalf of the owners but without the duty to consult or notify owners. Licensee acknowledges that the HOA may contract for maintenance that would occur on, in, or near the condo that might cause noise, dust or obstructions or might require temporary access to the condo for maintenance, repair, pest control or storm preparations or might prevent use of facilities normally available such as the pool. Typically, such work would occur between the hours of 8am and 6pm. Such work is expected for a densely populated residential community, such as a condo complex, and is not cause for variation of the terms of those set forth above.

Licensee acknowledges by signing below, I certify that I agree to all terms and conditions of this agreement and I authorize any payments for use, cleaning fees, taxes, extra occupants, extra cleaning, violation of smoking ban, broken or damaged or disappeared property, or other damages be charged to my credit card. A security deposit authorization will be placed on this card upon my arrival, however in the event charges exceed this amount, I authorize payment by the credit card for additional costs, cleaning fees, extra occupants, smoking, broken or disappeared property, or damages.

IN WITNESS WHEREOF, the parties hereto have set their respective hands on this date

_____, 2019:

Scott T. Hinton, Sr.

 Scott T. Hinton, Trustee
 Owner

 (Print Your Name)
 Licensee

 (your signature)

 Licensee
 Licensee (your address printed on line)

 (your email address)

 Licensee
 Licensee (your phone number)

Initial every item below

	Initial		Initial
No smoking in or near condo.		HOA does not allow non owner pets.	
No furniture, pillows or blankets are to be brought out of condo to porch or beach.		Use cutting board. No cutting on counter tops.	
Sheets & pillow cases must be used on beds.		Linens/towels not provided as part of rent.	
HOA's Cable TV-quality, channel lineup and the available service is not guaranteed.		Do not lift Sanabel's (2 bedroom condo only) washer lid during spin cycle or it will break washer forfeiting security deposit. Washer costs \$1200.	
Cleaning fee is for basic cleaning. Excessive sand or spills is \$15/event surcharge. Additional remedial cleaning is \$40/hour.		Rates are for quoted number of guests. Guests not listed above will be \$25/day/person deduction from security deposit for add'l utilities/cleaning.	