

161 LEWIS AVE TYBEE COTTAGE VACATION RENTAL AGREEMENT/CONTRACT

State of Georgia, County of Chatham

This Rental Agreement and Contract (the "Agreement") is a legally binding agreement made and entered into as of the tendering of payment for the Reservation Date(s) written below by and between the person(s) (the "Responsible Guest") and the Agent ("Agent") written below, pursuant to which the Responsible Guest has agreed to rent the residence at 161 Lewis Ave, Tybee Island, Georgia (the "Property"), for the duration of the Rental Term for the Total Rental Fee as detailed on the written or e-mailed Payment Request. **The Guest's tendering payment for this rental term constitutes his digital signature and acceptance of this Agreement. The Agents accepting payment for this rental term constitutes his digital signature and acceptance of this Agreement.**

Responsible Guest

M_____

Agent

Guale, Ltd.
2701 Hunters Crossing
Augusta, Ga. 30907
706-533-6552

Reservation Date(s)

_____, 2013

Rental Term

A total of ___ nights/A Total of ___ guests

GENERAL PROVISIONS

This Agreement contains the entire agreement between the parties with regard to the rental of the Property, and any changes, amendments or modifications hereof shall be void unless the same are in writing and signed by both the Guest and the Rental Agent. 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. **The guest signing this contract is the "responsible guest" and must be 25 years of age or older.** The Responsible Guest agrees to assume responsibility for actions and property damage beyond normal wear and tear of his party members that occupy the cottage under this Agreement. This Agreement shall be governed by the laws of the State of Georgia, County of Chatham. The waiver or failure to enforce any breach or provision of this Agreement shall not be considered a waiver of that or any other provision in any subsequent breach thereof. If any provision herein is held invalid, the remainder of the Agreement shall not be affected. Execution of a digital signature shall be deemed a valid signature.

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.

161 LEWIS AVE TYBEE COTTAGE VACATION RENTAL AGREEMENT/CONTRACT

State of Georgia, County of Chatham

1. PAYMENT AND SCHEDULING-- An initial deposit of fifty percent (50%) is due when the reservation is made. The balance of the total charges are due thirty (30) days prior to Guest arrival date. Last Minute Reservations: All reservations made within thirty (30) days from arrival date require full payment at the time the reservation is placed. Cancellations for last minute reservations are subject to the standard cancellation policy.

2. DAMAGE BINDER AND ULTIMATE PAYMENT SOURCE—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.

3. 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 Gual, Ltd. more than thirty (30) days prior to check-in date in order to receive a full 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.

In the event the Property is not available for use during the Rental Term due to reasons, events or circumstances beyond the control of Rental Agent, Rental Agent shall immediately return all payments made by the Guest, whereupon this Agreement shall be terminated and Guest and Rental Agent shall have no further obligations or liabilities in any manner pertaining to this Agreement.

4. HURRICANE, WEATHER, OR OTHER EVACUATIONS--In the event of a government ordered evacuation due to hurricanes or other storms, you are required by state law to evacuate the property. You may choose to leave due to "Storm Warnings", "Voluntary Evacuation" or for other personal reasons. In any event no refunds will be given by the Agent or Owners. We recommend for travels during hurricane season or if you anticipate other early departures or cancelations, that you to research and purchase trip cancellation insurance.

5. 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.

6. CONDITION AND USE OF PROPERTY--The Property is provided in "as is" condition. Rental Agent shall use its best efforts to ensure the operation of all amenities in the Property. Rental Agent shall not be held responsible for such items failure to work, but will make every effort to correct any issues as reported as quickly as possible. Guest acknowledges that use of amenities such the Dock, Horsepen Creek etc. are potentially

161 LEWIS AVE TYBEE COTTAGE VACATION RENTAL AGREEMENT/CONTRACT

State of Georgia, County of Chatham

dangerous and involve potential risks if improperly used, particularly with regard to children and such use is at the Guest's own risk.

Guest shall use the Property for residential purposes only and in a careful manner to prevent any damage or loss to the Property and keep the Property in clean and sanitary condition at all times. Guest and any additional permitted guests shall not use the Property for any immoral, offensive or unlawful purposes, nor violate any law, nor commit waste or nuisance on or about the Property.

7. 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. Other check-in/check-out arrangements may be made on a case by case basis.

8. COTTAGE ENTRY INSTRUCTIONS- Directions/Entry Code/Key will be provided by Agent when he has received the completed Cottage Rental Agreement and Rental Payment. If Guests choose to leave home without directions/code/key, Agent cannot be held responsible for Guests inability access the cottage.

9. NON-SMOKING –This cottage is non-smoking. Guests agree to pay 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.

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. 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.

12. USE OF DOCK FACILITIES - Guest agrees to hold harmless the cottage owners and Gualle, 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. Shoes will be worn to prevent slips and foot injuries.
- 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.
- 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 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.

13. 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.

161 LEWIS AVE TYBEE COTTAGE VACATION RENTAL AGREEMENT/CONTRACT

State of Georgia, County of Chatham

14. 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.

15. GRILL – Cottage is equipped with a Charcoal grill. 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.

16. 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.

17. 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 herein 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.

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

19. 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 for any injuries or death that may be sustained by

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

Guest on or near or adjacent to the Property, including any common facilities, activities or amenities. Guest agrees to use any such facilities or amenities entirely at the Guest's own initiative, risk and responsibility.

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