

**STATE OF GEORGIA
GLYNN COUNTY**

LEASE AGREEMENT

This Lease Agreement (this "Agreement") is made this ____ day of _____, 202_ between Buddie Daniel ("Owner"), and, the following individuals ("Renter"), to wit:

Name: _____

Address: _____

Phone: _____ Cellular or Land Line? Please circle

THEREFORE, In consideration of the mutual covenants and agreements contained in this Agreement, Owner leases to Renter, and Renter leases from Owner, the furnished premises located at 1100 Beachview Drive, St. Simons Island, Glynn County, Georgia (the "Property"), upon the following terms and conditions:

SECTION ONE: TERM

The period of this rental shall commence on the ____ day of _____, 202_ and end on the ____ day of _____, 202_ (the "Rental Period").

Check-in time is 4 o'clock p.m. and checkout is by 10 o'clock a.m.

SECTION TWO: RENT; SECURITY DEPOSIT

At the time of execution of this Agreement, Renter shall deliver to Owner a deposit of \$ _____, receipt of which is acknowledged by Owner (hereinafter "Security Deposit"). This Security Deposit will guarantee the reservation of the Rental Period for Renter and will be held by Owner until after the Rental Period.

If the Owner, in his sole discretion, requests the same, Renter may be required to submit a credit card authorization in the amount of \$500.00 upon execution of this Agreement as the Security Deposit. If required, Renter must submit the credit card authorization before taking possession of the Property. The credit card authorization shall be required to cover incidental charges and amounts owed to the Owner as identified herein and in the aforementioned paragraph. Renter understands all incidental charges owed to the Owner shall be charged to the Renter's credit card on file. Renter's refusal to provide a credit card for authorization shall serve to terminate this Agreement.

In addition to the deposit, Renter shall pay to Owner rent of \$ _____ for the Rental Period plus \$125 Cleaning Fee, plus all applicable State and Local Taxes. This amount is due and must be delivered, in full, to Owner prior to the commencement of the Rental Period. Payments must either be in cash or by check payable to Buddie Daniel, either delivered in person to Owner or mailed to 1104 Beachview DR Saint Simons Island, GA 31522. Owner will charge Renter a fee of \$50.00 for each check returned for insufficient funds.

Access to the Bungalow requires a numeric code at the front door. The code will be provided upon full payment and prior to your arrival. To avoid theft or vandalism, we ask that the doors remain locked at all times and at your departure.

If Renter fully complies with all terms of this Agreement, Owner shall return the Security Deposit at the

end of the Rental Period. If Renter does not fully comply with the terms of this Agreement, Owner may use the Security Deposit to pay amounts owed by Renter, including but not limited to damages, repairs, losses, charges, and cleaning as a result of Renter's use of the Property and its effects. Owner shall return the Security Deposit to Renter, less any deductions, after inspection of the Property.

SECTION THREE: USE

Renter and Renter's guests and invitees may use the Property for vacation and residential purposes only. The Property shall not be occupied by more than Four people. Occupancy by more than this number of people will result in forfeiture of the Security Deposit. Owner acknowledges that the house will be rented to _____ adults and _____ children and that Renter may have guests.

In Accordance with Short Term Rental Ordinance of Glynn County chapter 2-31: Maximum Occupancy shall not exceed 15. Occupancy of Short-Term Rental between 11:00pm & 6:00am shall not exceed 6, (failure to conform is a violation of County Ordinance)

Renter and Renter's guests and invitees may use only those areas of the house and land that are authorized for their use. Entry to locked closets within the house is prohibited.

Dogs are permitted with permission and signed Dog Contract. No smoking is permitted inside of the house.

The Property is leased furnished. Cooking and dining utensils, cutlery, serving dishes, china, silverware, and all kitchen equipment are provided by Owner and are to remain with the Property. Linens and bedding are furnished for use within the Property only. Bath towels are provided by the Owner and are to remain with the Property and not used on the beach. In addition to the above stated, the Property has available to the Renter the following:

- Washer & dryer, refrigerator with freezer and icemaker, microwave, toaster oven, stove top with oven, and blender;
- Widescreen smart TV;
- Wi-Fi and its components;
- Dining table and chairs;
- P-Tac heating and cooling;
- Furnished kitchen with pots, pans, utensils, glassware, plates, bowls;
- Bath towels, wash cloths and bed linens;
- Queen size bed;
- Pull out sofa bed, Queen;
- Deck chairs and table;
- Weber charcoal grill (to be used on the ground a least ten feet from house structures)
- One bath with shower; and
- Street parking with 2 spaces
- Nothing furnished with the Property is allowed on the Beach or Ocean.
- Lounge chair Cushions are in storage box between the houses. Must be returned there dry.

Tenant agrees to take good care of the furniture, carpets, draperies, appliances, other household goods, and the personal effects of Owner as provided herein, and further agrees that Renter will deliver Property in good condition at the end of Rental Period. Renter agrees to pay Owner for items lost, damaged, or requiring repair or replacement as a result of Renter's use of the Property and its effects. Accidents or damage should be reported to Owner immediately insofar as practical. Owner may deduct the cost for any loss as contemplated herein from the Security Deposit, and if the Security Deposit is insufficient, Renter shall pay Owner the additional costs promptly after receipt of an invoice from Owner. Any invoice for loss as contemplated herein shall be presented to Renter within 1 week of the end of the Rental Period.

SECTION FOUR: DAMAGE OR THEFT

If Renter or any of Renter's guests or invitees cause, knowingly or unknowingly, any property damage or theft to occur on or to the Property, Renter shall report such incident to Owner immediately. Owner will withhold the return of the Security Deposit from Renter pending settlement of charges. Owner has the sole right to determine the damage and cost of repairs or replacements. If the cost of repair/replacement of such damage exceeds the balance of the Security Deposit, Renter shall pay the additional cost to Owner promptly after receipt of an invoice from Owner. Any invoice for loss as contemplated herein shall be presented to Renter within 1 week of the end of the Rental Period.

SECTION FIVE: CLEANING

Renter shall leave the Property in a clean and orderly condition upon Renter's departure. If additional cleaning is necessary above normal wear and tear, then Owner may charge Renter for such cleaning. Owner may deduct such cleaning charge from the Security Deposit, and if the Security Deposit is insufficient, Renter shall pay Owner the additional cleaning charges promptly after receipt of an invoice from Owner. Any invoice for loss as contemplated herein shall be presented to Renter within 1 week of the end of the Rental Period.

SECTION SIX: HURRICANE SEASON

The "Official Hurricane Season" runs for the six months from June 1st through November 30th each calendar year. As a visitor to Glynn County and St. Simons Island, you need to be aware of the possibility of hurricanes and how they may affect your vacation and use of the Property as provided for by this Agreement. Thus, as it pertains to the threat from a named storm, the Renter agrees as follows:

- A. If a Mandatory Evacuation is ordered by Emergency Management Agencies (FEMA, GEMA, CEMA), you must vacate the Property and St. Simons Island as directed. In such an event, staying on St. Simons Island is not an option.
- B. Until a Mandatory Evacuation is ordered, all reservation policies as stated in this Agreement remain in effect. No rate adjustments or refunds, in part or in full, will be issued due to inclement weather or for "Severe Weather Alerts," "Tropical Storm Watches or Warnings" or a "Voluntary Evacuation."
- C. If a Mandatory Evacuation is ordered, and not lifted, prior to the Rental Period, the Owner will allow the Rental Period coinciding with the dates of the Mandatory Evacuation to be cancelled. Or, you may reschedule your Rental Period for different dates without penalty or shorten an existing Rental Period at a prorated charge.
- D. If a Mandatory Evacuation is ordered following occupancy, the Owner will refund that portion of the rent for the Rental Period that the unit could not be occupied. If, when the Mandatory Evacuation is lifted, there are two (2) or more days remaining on the Rental Period and public services on St. Simons Island are operating normally such that your stay would not be otherwise disrupted, this Agreement shall remain in full effect for the balance of your Rental Period.
- E. If, as a result of a hurricane, the Property is no longer in satisfactory rental condition or if the general condition of St. Simons Island is such that your stay would be adversely affected, we will allow you to reschedule your Rental Period without penalty.
- F. If the National Weather Service or NOAA predicts that St. Simons Island is in the possible path of a hurricane and you wish to cancel your reservation, we will allow you to reschedule your Rental Period without penalty.

SECTION SEVEN: OWNER'S ACCESS TO PROPERTY

Owner and Owner's agents have the right, at reasonable times, to enter the Property to examine, make

repairs, or show the Property to potential tenants.

SECTION EIGHT: RELEASE, WAIVER AND INDEMNIFICATION

Renter assumes full responsibility for risk of bodily injury, death or property damage, due to the negligence of Owner or otherwise, while Renter or any of Renter’s guests or invitees are in or on the Property.

Renter releases, waives, discharges and covenants not to sue Owner from and for all liability to Renter and Renter’s guests, invitees, representatives, assigns, heirs and next of kin for any and all loss or damage, and any claim or demand on account of injury to a person or persons or property or resulting in death of Renter or any of Renter’s guests or invitees, whether caused by negligence of Owner or otherwise, while in or on the Property.

Renter agrees to indemnify and hold harmless Owner from any loss, liability, damage or cost that Owner may incur due to the presence of Renter or any of Renter’s guests or invitees in or on the Property and whether caused by the negligence of Owner or otherwise.

Renter accepts full responsibility for each child on the Property. All children must be supervised at all times.

Renter further agrees that the foregoing release, waiver and indemnification is intended to be as broad and inclusive as is permitted by law and that if any provision of this SECTION EIGHT is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

SECTION NINE: SPEICAL STIPULATIONS

- 1. _____
- 2. _____
- 3. _____
- 4. _____

The parties have executed this Agreement the day and year first set forth above.

In witness, the parties have signed:

OWNER:

_____ (SEAL)

_____ Date

RENTER:

_____ (SEAL)

_____ Date

Security and/or Deposit Agreement:

Renter has provided the below valid Credit/Debit Card to Owner/Management for the sole purpose to use at Owner/Managements discretion to facilitate cleaning & repairs from damage caused by dog(s), Renter, Renters Guests, or negligence in securing property.

Renter agrees up front to any charges, without protest to Bank or Card issuer. Renter understands that any charges on Card provided, are solely for the use of repairs or replacement of furnished items of property of Beach Bungalow and that card processing will be assigned to:

Velocity Zone Fireworks LLC, 3219 Glynn AVE, Brunswick GA 31520 for the purpose of processing payments.

Renter has read, fully understands and accepts this security contract by filling out the below with signature.

Name on Card: _____

Billing Address: _____

Card Number _____ Exp _____ Security Code _____

Signature: _____ Date: ____/____/____