GUEST LICENSE AGREEMENT

Thank you for choosing Lighthouse Vacations! We look forward to meeting you when you arrive on St. Simons Island. If you have any questions, please call us at 912-244-7229.

This Guest License Agreement (the "Agreement") constitutes an agreement by and among **guestname** and the number of guests listed on the booking request (the "Guest" or " Guests"), Lighthouse Vacations of the Golden Isles, LLC and Banker Real Estate, LLC (collectively, "Company").

Each Property is privately-owned including the furnishings, with Company is acting as agent for the owner. The Guest is a licensee of the owner and not a tenant and is not acquiring any interest in the Property. This Agreement is intended only to apply to vacation rental stays less than 90 days in length; if your stay is longer than 90 days, please contact the office for a rental agreement.

You must sign this Agreement below within twenty-four (24) hours of making your reservation request otherwise this booking is subject to cancellation by Company. If you cannot comply with the terms and conditions contained here and notify us of the same within twenty-four (24) hours of making your reservation request and you will be refunded in full.

PAYMENT DETAILS

1. **License Agreement.** The Guest is a licensee of the owner and not a tenant and is not acquiring any interest in the Property.
2. **Payment.** Guest agrees that all rental monies are governed by the Cancellation Policy described below. Guest confirms that Guest has read Guest's rights to purchase travel insurance.

For reservations made via Airbnb, Booking.com, or Homes & Villas by Marriott International:

- Guest agrees to make payments as per the schedule agreed with the booking site used for the reservation.
- Guest hereby gives permission to charge Guest's credit card for any and all fees/services/charges requested by Guest, for any damage costs (as described below), or for any cancellation not covered via the Cancellation Policy below.

For reservations made via LighthouseVacations.com, Vrbo, in person/phone, and other means:

- First 50% due at the time of booking
- Final 50% due at 30 days before arrival
- If the reservation is made less than 30 days from arrival, the full balance is due at the time of booking.
- Acceptable payment methods are credit card, or a personal check more than 15 days before check-in. Guest hereby gives permission to charge Guest's credit card for the amounts listed in the booking details and any and all fees/services/charges requested or for any damage costs (as described below).

1. **Rental Rate and Fees.** Rental rates vary by season, demand, and other factors, and are subject to change. The Guest's rental rate and fees are listed in the booking confirmation and are subject to change until Guest has a confirmed booking. Company may store Guest's credit card information in a secure third party encrypted system for the purpose of processing payments, fees or damage costs.
2. **Tax**. Georgia applies a 7% sales tax to lodging in the state, and a Hotel Tax of $5/night. Additionally, an occupancy tax applies to vacation rentals in Glynn County is 5%. Tax amounts are subject to change. If tax rates change, Guest's rental balance will be adjusted at the appropriate tax rate based on check-in date.
3. **Cleaning Fee.** A standard housekeeping fee applies to all bookings, regardless of the number of nights booked. This covers normal cleaning and laundry services upon departure. To avoid an extra cleaning charge, which may be deducted from your Damage Deposit or charged to your credit card, leave the property in a neat and orderly condition. There is no daily maid service included in the rental rate. If the Guest would like to purchase a mid-stay clean, please call our office. Any such costs shall be charged to the credit card on file for the booking.
4. **Deposit Accounts.** Guest acknowledges that Company places all rental deposits into an insured interest-bearing bank escrow account and that interest income accrues to Company.

CHECK-IN/CHECK-OUT POLICIES

1. **Falsified Reservations.** Any reservation or booking information obtained under false pretense shall be subject to forfeiture of any advance payments, deposit and/or rental money, and Guest shall be immediately evicted. Guest will be required to provide a drivers license at time of booking to verify the information.
2. **Age Requirement.** No bookings will be made to any person under the age of twenty-five (25) or higher minimum age requirement as specified in the Property listing description or for special event weekends. Special Event weekends like the "GA FL Weekend" (last weekend in October) require a minimum age of 30 and all guests being age 30+ or accompanied by their parent(s) or legal guardian(s). No student groups will be permitted.
3. **Supervision for under age 25 travelers.** One (1) parent or legal guardian is required for every four (4) persons under the age of twenty-five. Parent(s) or legal guardian(s) must accompany their children under the age of twenty-five (25) at all times and be present at the time of check-in. **Underage drinking and/or partying are not allowed in any of the rental units regardless of supervision. *Non-compliance of these rules and regulations will result in immediate eviction with no return of any and all payments made.***
4. **Check-in time.** Guest acknowledges that check-in is NO EARLIER THAN 4:00 PM. In the event that a Property is not ready by 4:00 PM, no rental refund will be issued.
5. **Check-in procedure.** When your balance is paid in full and we've received your signed Agreement, you will receive an email with all your check-in information. This includes directions to the Property, codes to access the home,, Wi-Fi code, or any other information needed for your Property.
6. **Check-out time.** Guest acknowledges that check-out is NO LATER than 10:00 AM.
7. **Observance of Check-in and Check-out times**. Guest agrees to such time periods so the Property can be properly cleaned for the next guest and so that Property can be made ready for Guest. Guest represents and warrants to the Company, and Company acknowledges and agrees, that it is their intention that Guest's occupancy will be seasonable and temporary. **Unauthorized early Check-in may result in a fee of $100 per hour.** If you do not vacate by check-out time (or late check-out time as agreed in writing by Company), you authorize us to deduct from your deposit or bill your credit card on file for a late departure fee of up to one night's rental; provided, however, if necessary to accommodate the next guest, we may evict all occupants and remove their personal Property from the Property.
8. **Access.** Guest shall allow Company or its representatives or independent contractors re-entry to the Property AT ANY TIME for purposes of routine maintenance, repair and inspection. Company and Owner shall exercise this right of access in a reasonable manner though Company, except

that Company or its representatives or contractors may access the Property without notice if required to ensure the safety of Guests, neighbors or the Property. **Guest's Refusal of routine maintenance to the pool, lawn or other items may result in damages to the Owner and Company may reasonably assess $200 fee for each instance services are refused.**

9. **Guest Cleaning Obligations.** Please leave the Property in the same general condition as it was in when you arrived. Clean all food and drink spills immediately. Be aware that food and drink spills on carpet and furnishings constitute damage to the Property (and not normal wear and tear). Do not wear high heels, spiked heels, golf cleats, or other abrasive footwear on wooden floors. Remove all of your food from the refrigerator and clean any spills you are responsible for inside the refrigerator. Do not leave dirty dishes; rinse dishes and place them in the dishwasher on the wash cycle. Leave all wet towels across towel bars, hooks or shower curtain rods to prevent mildew. Staff will arrive shortly after your departure to thoroughly clean and inspect the Property.

CANCELLATION POLICY

1. **Cancellation Policy.** If Guest wishes to cancel his/her booking in advance of scheduled arrival date, the rental rate and fees will be refunded as follows: If booked via a third party website (i.e. Airbnb.com), the cancellation policy of the third party website will apply. Otherwise: 100% if cancelled at least 30 days prior to the Check-in Date; 50% if cancelled at least 15 days prior to the Check-in Date and 0% if cancelled less than 15 days prior to the Check-in Date. Third party fees which may be retained in accordance with a 3rd party booking platform (i.e. Vrbo.com, Airbnb.com, etc.) shall be the responsibility of Guest. **Owner (by and through Company) reserves the right to cancel with 30 days' notice.** All cancellations must be made in writing via email. No refunds for early departures or no-shows.
2. **Trip Insurance**. We recommend purchasing travel insurance with hurricane coverage to protect the payments made under this Agreement. If Guest has purchased travel insurance, any or all trip reimbursement will be subject to the policy terms and conditions. The travel insurance agreement is between Guest and the policy provider. Company is not the policy provider.
3. **Hurricane / Tropical Storm Policy, Public Health Emergency.** Neither Owner nor Company is responsible for any weather conditions or acts of God or nature that happen during Guest's stay on premises and no refunds will be made. Guests are encouraged to purchase trip insurance with hurricane coverage. Further, in the event Glynn County comes under a mandatory evacuation during Guest's Rental Term, Guest must evacuate the Property. Limited access to beaches, other closures or concern over disease spread including travel restrictions based on disease/public health are not grounds for refund or credit.
4. **Cancellation Due to Orders, Ordinances, Laws, Rules or Regulations Restricting or Prohibiting Rentals**. Bookings are subject to cancellation on the basis of any order, ordinance, law, rule or regulation restricting or prohibiting short-term rentals and which is or has been issued by any governmental entity, including orders of the Governor of the State of Georgia and/or ordinances adopted by Glynn County, Georgia. There are no refunds in the event of any such order, ordinance, law, rule or regulation.
5. **Covid-19 or other illness**. Guest acknowledges the assumption of risk of exposure to Covid-19 and other airborne viruses on his/its behalf and on behalf of invitees and agrees to hold Company harmless for any related damage, loss, injury, cost or expense, except in the event of gross negligence of any of Company Parties (see below).

NOISE ORDINANCE & GOOD NEIGHBOR POLICY - Quiet time for all Properties is 10:00 P.M. until 7:00 A.M. Please be considerate of your neighbors. Conversations, pets, radios, stereos, all other musical or entertainment devices must be played in compliance with the decibel level contained within the Glynn County ordinances. The decibel levels cannot exceed fifty (50) decibels between the hours of 10:00 P.M. and 7:00 A.M. outdoors. Music played inside may not be heard outside of the property with the doors and windows closed. At 10:00 P.M., all guests not staying at the Property need to depart from the premises.

Any and all fines received by Glynn County for violation of the noise ordinances will be the responsibility of the Guest. Please treat the Property with the same care you would use with your own residence and leave it in the same condition it was in when you arrived. Please conduct yourselves throughout your stay in a manner that is respectful of and not disruptive to neighbors, traffic flow, or the community and that will not prompt complaints to us from police, neighbors, or neighborhood or homeowner associations.

ANIMAL POLICY NO DOGS, CATS, OR OTHER ANIMALS.

1. **Pets**. NO ANIMALS of any kind are permitted at the Property except for dogs that are specifically authorized in writing by Company prior to your arrival. If your pet is permitted on the Property, a non-refundable pet fee (plus tax) will be charged per pet (service animals excluded). Bona fide service animals or emotional support animals as required by law are exempt from this policy, see below. Please keep your pet off of the furniture (including the couches, chairs, and beds) and pick-up and properly dispose of your pet's excrements in bags in an outside garage container. Guest shall supply its own pet bedding and bowls. The non-refundable pet fee does not cover damage, breakage, or extra cleaning necessary because of the pet. If additional costs are incurred for damage, breakage, extra cleaning, pick-up, flea treatments and/or similar actions as a result of an animal, the Guest's credit card on file will be charged for these costs. Guest agrees any pet will not be left unattended at the Property. Guest are not permitted to have cats, or other types of animals on or at the Property.
2. **Animal-Friendly Bookings**. Unless otherwise provided in the booking confirmation, the nonrefundable pet fee is (a) $250.00* for the first dog and $150.00 for an additional dog (if the Property allows for more than one dog) or (b) the fee listed in the applicable property listing. Properties are limited to a maximum of two dogs, and cost may differ dependent on the Property. No aggressive breeds shall be permitted and these shall include, (1) Pit Bulls; (2) German Shepherds; (3) Akitas; (4) Staffordshire terriers; (5) Chow chows; (6) Alaskan malamutes; (7) Doberman pinschers; (8) Great Danes; (9) Siberian huskies; (10) Rottweilers; (11) Presa Canarios and (12) Wolf hybrids.
3. **Service And/Or Emotional Support Animals.** Company shall make reasonable accommodations upon written request for a service animal or an emotional support animal, in accordance with applicable law, and no advance animal fee shall be required. Guest must submit a written request for the service animal or emotional support animal in advance of their stay. Company may request information in accordance with applicable law supporting the animal's status as a service animal or emotional support animal, together with up to date veterinary records confirming the animal is current with all vaccinations. Company reserves the right to withdraw consent and demand removal of any previously permitted service animal or emotional support animal upon evidence of injury or damage to person or Property caused by the animal, threatening or aggressive behavior of the animal, damage done by the animal to the Property, non-compliance by the Guest with local ordinances and state laws regarding custody and control of the animal, or any other applicable law and any fees listing in this section.
4. **Nuisance Animals.** Under no circumstances will a nuisance animal be tolerated on the Property and Company reserves the right to withdraw consent and demand removal of any animal on the Property in the event it is reported or complaints are registered that the animal is a nuisance including, but not limited to, being off leash or out of Guest's control, running unrestrained off the premises, aggressive or uncontrolled behavior towards other animals or persons, or excessive noise or barking. Such conduct may further include the Guest allowing the animal to defecate on the Property or on others' Property without cleaning up after the animal. This prohibition specifically applies to all animals and including service animals and emotional support animals. If an animal fee has been paid, and the animal becomes a nuisance and most be removed from the Property, any animal fee is forfeited and nonrefundable.
5. **Violations of the Pet Policy**. Company will charge up to $1,000 for violations of the pet policy; violations include but are not limited to bringing more pets or different types of pets than specifically authorized. These costs will be charged to the credit card on file.

NO SMOKING/VAPING - ALL properties are designated as NO-Smoking. Violation shall result in forfeiture of any monies paid and immediate eviction. If Company finds that a guest (including family members, friends, and all other guests and/or people Guest allows on the Property (invitees)) has smoked or vaped in the **Property** (**or on the porch/patio or balcony or on the lawn or pool area**) the Guest may be charged a $1,000 cleaning and ionization fee; provided, however, if the actual costs exceed this fee, Guest will be charged for any additional costs pertaining to any damage and including the removal of the smell to the Property (i.e., carpet cleaning or replacement, upholstery cleaning, ozone machine rentals, painting, etc.). These costs will be charged to the credit card on file. **This is a serious offense and this policy is strictly enforced.** "Smoking" means inhaling, exhaling, breathing, carrying, or possessing any lighted or electronic cigar, cigarette, pipe, vaporizer, joint, or other tobacco or marijuana product in any manner or in any form. No marijuana, medical or otherwise, may be used, grown, stored or consumed on the premises.

NO EVENTS - The Property may not be used for any events (including, but not limited to weddings, wedding receptions, rehearsal dinners, bachelor / bachelorette vacations, group meetings, other similar events etc.) and commercial photography or filming are prohibited at the Property without our express written permission. If the event is approved by the Owner, it may be subject to a separate event fee. No tents, canopies, or other structures may be erected on the Property without written permission of Company and Owner. Non-compliance of this rule will result in immediate eviction and forfeiture of funds paid to Company including the Damage Deposit and any fees associated with noise and may also result in an additional payment of an event fee equal to the full amount of the booking. These costs will be charged to the credit card on file.

DAMAGES - In addition, you are responsible for, and you authorize us to bill your credit card on file for the full amount of: (1) any damage or loss that occurs at the Property during your stay; (2) a charge of up to $1,000 for violations of the pet policy, including for bringing more pets or different types of pets than specifically authorized; (3) an additional cleaning fee of up to $500 (or the actual cost of cleaning services, if greater) for violations of any of the guest policies above (other than the pet policy) or for excessive cleaning required by the acts or omissions of any Occupant during your stay; and (4) any fines issued by police, other government officials or agencies, utility providers, and/or homeowner associations for violation of any law, ordinance, or rule during your stay, and any damages (which may exceed the amount of fines) that result from the violation. If any unauthorized download of copyrighted material via the Property's Internet service occurs during the period of your stay, you agree that we may share your contact information with the internet service provider or any other party we believe, for any reason, has enforcement rights.

1. DAMAGE WAIVER. If you are charged a Damage Waiver, this is in lieu of a Security Deposit. Damage Waivers are non-refundable and help protect you and the homeowner from accidental damage. The Damage Waiver covers you for up to $2,000 of accidental damage to the Property or its contents (such as furniture, fixtures, and appliances) as long as you report the incident to Company prior to checking out. The Damage Waiver fee eliminates the need for a traditional security deposit.
2. How to Report Damage. Please report accidental damage as soon as it occurs so we can assess and minimize the extent of the damage. To report accidental damage, please call the Company.
3. Damage Waiver Additional Terms and Conditions. The Damage Waiver only covers damage that occurs during the authorized rental period and that Renter or an authorized guest reports PRIOR TO CHECK OUT.
4. The Damage Waiver does not cover intentional damage or damage caused by smoking, pets or other animals brought onto the Property, damage caused by cosmetics or hair dye, criminal activity or the violations of the terms of this Agreement.

5. The Damage Waiver does not cover damage to any structure other than the Property covered by your confirmed, non-fraudulent reservation.
6. Renter is responsible for any accidental damage that exceeds $2,000. Damages for covered claims in excess of $2,000 or for uncovered claims will be charged to the Renter's credit card.
7. The Damage Waiver program is provided and administered by the Company. The Company is the arbitrator of what is deemed accidental damage. Accidental damage will be items like spills, drops, lost, or other similar causes.

PARKING - The Property is limited to a specific amount of off-street parking, as set forth in the Property Description. You agree to abide by all applicable parking restrictions and limitations. No boats, buses, campers, recreational vehicles, personal watercraft, wave runners, or trailers, regardless of type or size, may be parked at the Property. Vehicles must be parked in designated parking only; do not park on grass, landscaping, or sidewalks. Please contact us if you have any questions about parking. *If you have an electric vehicle, please contact the office to advise if you intend to charge the vehicle at the property; additional charges may apply.*

MAXIMUM OCCUPANCY - The maximum number of guests is limited to the number of persons listed in the Property advertisement. Any violation of this policy may cause a violation of the Glynn County's short term rental ordinance and may result in forfeiture of any monies paid and immediate eviction. For the purpose of occupancy as per Glynn County's short term rental ordinance, Adults are considered to be any person age 12 or older.

REPAIRS AND MAINTENANCE

1. **Maintenance**. It is expected that major systems in and around the house will break down from time to time such as air conditioning, washer, dryer, refrigerator, pool, etc. Owner (by and through Company) will attempt to repair the problem as soon as possible upon notice by the Guest. Neither Owner nor Company assumes liability to Guest if such should occur as all products have a useful life and break down occasionally. Neither Owner nor Company assumes responsibility for such unforeseen conditions.
2. **Internet, Cable or Wifi.** Owner or Company cannot guarantee against interruption of utility services, including the internet, beyond their scope of control. Please report any inoperative equipment or services to the Company immediately. Company will make reasonable efforts to have repairs done quickly and efficiently. Should a repair person make a call to a Property and find the equipment in working order and the problem was due to Guest's oversight or neglect, the charge for the service will be the responsibility of Guest. NO REFUND OF THE RENTAL WILL BE GIVEN IF INTERNET, CABLE OR WIFI is out during Guest's stay.
3. **Access**. Guest understands and agrees that Company or its repair technicians need access to the Property for the purpose of making any repairs as stated in Paragraph 2.G.
4. **Substitution Of Property.** On rare occasions, due to ownership or management changes, Owner use, properties being removed from rental use, a need for extensive repairs or maintenance, or other issues that may render the accommodations unsuitable for rental, the Property may not be available for rental on the dates of your reservation. In this unlikely event, we reserve the right to substitute a comparable property. If comparable accommodations are not available, you will have the option of (1) selecting from other available properties (in which case you are responsible for, or will receive the benefit of, any difference in cost) or (2) receiving a complete refund of your booking. In the event of a substitution of rental properties, all terms in this Agreement, plus any terms set forth in the Property Description specific to the substituted property, shall apply to your stay in the substituted property. In the event Company is unable to provide suitable accommodations and Guest elects a refund, Guest's sole and exclusive remedy shall be a refund of all deposits provided.

5. **Construction.** Owner is not responsible and is not in control of any actions of other adjacent property owners. No refunds will be given for adjacent construction noise or inconvenience.
6. **Repairs**. If you encounter an issue please contact Company on the day of arrival or day of the occurrence of the problem so that Company can attempt to fix the issue and mitigate damages. Company will not offer any compensation unless we have been afforded the opportunity to solve the issue. Company is not responsible for fixing issues or providing compensation for events beyond our control.
7. I**nterference with Stay.** We are not liable for any disturbance or interruption that may occur during your stay that is outside of our reasonable control, including noises, disturbances or facility or beach closures, whether due to construction, neighbors, events or other circumstances beyond our reasonable control. As such, guest shall not be entitled to a refund relating to any such disturbances or interference nor to be moved to another property.

POOL/ SPA (if applicable). If the Property contains a pool or spa or both, the following provisions apply:

1. No Diving or Jumping into the Pool. Diving or jumping into the pool or spa may result in head, neck, or spinal injuries.
2. The renter accepts all risks associated with the pool and/or spa and specifically agrees that no minor will swim unaccompanied by an adult.
3. No Pets will be permitted in the Pool.
4. Pools and spas have electrical/mechanical components. These components can sometimes malfunction and Company, its vendors, and the Owner cannot be held responsible for any malfunctioning pool or spa.
5. Do not consume food or beverages inside or around the pool or spa or use glass in or around the pool. Additional charges will be accrued and charged to the credit card on file if the swimming pool, spa and/or hot tub is not kept clean and clear of debris and any foreign substance. This includes but is not limited to alcoholic beverages, glass, food, bodily fluids, and excess sand.
6. Spa is not suitable for pregnant women, children under 12 years of age, intoxicated persons, or persons with certain heart or health conditions. If you have any questions about use of a pool or spa, consult your physician.
7. Pool or Spa Heat. Pool or spa heat must be scheduled at least seven (7) days prior to arrival. A flat fee has been determined for different properties and/or seasons; unless otherwise noted in the rental description or booking confirmation, if you would like to heat the pool or spa during your stay, a $50 per day fee will be added to your booking. Payment must be arranged prior to the heater being turned on. Pool heat is charged “per night” and each night reflects a 24-hour period of pool heat. If the weather drops below 50 degrees, the pool may not be capable of being heated. Please inform us as soon as possible if your pool or spa is not working properly. Compensation for a malfunctioning pool heater is limited to a refund of any pool heat fees for the dates that the heater is malfunctioning. Company will make reasonable efforts to rectify any problems with malfunctioning equipment as quickly as possible. NO REFUND OF THE RENTAL WILL BE GIVEN IF POOL HEATING EQUIPMENT FAILS OR DOES NOT REACH THE DESIRED TEMPERATURE.
8. Waiver and Release. In consideration for receiving access and/or permission to use any swimming pool, spa or hot tub (collectively referred to herein as “Pool Facilities”) at your rental property, Property owners' association pool, or any community-wide pool accessible to renters of the Property or otherwise made available to you as an amenity in conjunction with your rental by Company and the owner, you hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND HOLD HARMLESS for any and all purposes the Manager Parties FROM ANY AND ALL LIABILITIES, RESPONSIBILITIES, CLAIMS, DEMANDS, CAUSES OF ACTION OR INJURY, INCLUDING DEATH, that may be sustained by you or your guests or invitees related to, involving or arising from you or your guests use of the Pool Facilities or other actions or omissions related thereto, whether caused by the Company Parties’ active or passive negligence. You agree that you are fully aware that there are inherent risks involved with

Pool Facilities, including but not limited to possible physical injury (including, but not limited to broken bones, strains, sprains, bruises, concussions, heart attack, heat exhaustion) and loss of life (drowning) and you choose to voluntarily use the Pool Facilities with full knowledge that the use of the Pool Facilities may be hazardous to you, your guests, your invitees, and your property ("You"). YOU VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL OR EMOTIONAL INJURY, INCLUDING DEATH, that may be sustained by You as a result of using the Pool Facilities, whether supervised or unsupervised. You agree to be responsible for the day to day general safety conditions of any swimming pool and/or hot tub to use at your rental property. This includes, but is not limited to, keeping the swimming pool, spa and/or hot tub clean of debris, keeping the swimming pool, spa and/or hot tub areas clean, neat and organized, keeping all gates and doors locked and the swimming pool, spa and/or hot tub area secured at all times, and operating the swimming pool, spa and/or hot tub in a safe, responsible manner. You understand that the Company Parties may not maintain any insurance policy covering any circumstance arising from your use of the Pool Facilities or any event related thereto. As such, you are aware that you should review Your personal insurance coverage.

9. Tampering with Pool Equipment. Tampering with the pool equipment may result in up to a $1,000 fee, and this and any additional costs related to repairs will be charged to the credit card on file.
10. Pool Cleaning. Pools are cleaned weekly. If you would like a mid-stay clean, we can arrange it for an additional fee.

ELEVATOR (if applicable). If the Property contains an Elevator, the following provision applies:

1. If the Property contains a personal elevator ("Elevator"), which Guest(s) desires to use, Guest agrees to **hold harmless and indemnify** Property owners for any damages to Property including damages to the Elevator which occur as a result of Guest's or Guest's invites occupancy and use of the Property. Guest understands and acknowledges that there is no requirement to use the Elevator and that use of the Elevator is wholly voluntary. Guest is reminded to check the phone in the Elevator and to carry a cell phone.
2. In consideration of the Owner's agreement to permit Guest to use the Elevator, the receipt and sufficiency of which consideration is hereby acknowledged, Guest agrees individually, and on behalf of Guests heirs, successors, assigns and personal representatives, hereby waive, release and forever discharge the Owner, Company and its employees, agents, servants, officers, trustees and representatives (in the office and individual capacities) from any and all liability whatsoever for any and all damages, losses or injuries (including death) to persons or property or both, including but not limited to any claims, demands, actions, causes of action , damages, costs, expenses and/or attorneys' fees, which arise out of, occur during, or result from my use of the Elevator on the Property. Further, individually, and on behalf of Guest's heirs, successors, assigns and personal representatives, hereby agree to indemnify, defend and hold harmless the Owners and its Company, employees, agents, servants, officers, trustees and representatives (in their official and individual capacities) from any and all liability, loss or damage that they or any of them incur or sustain as a result of any claims, demands, actions, causes of action, judgments costs or expenses, including attorneys' fees, which arise out of, occur during, or result from my use of the Elevator in the Property.

SECURITY. To prevent theft of or damage to furnishings or your personal property, you agree to close and lock doors and windows when you are not present at the Property and upon check-out. Should you not be able to secure the Property, you should contact Company immediately.

PROHIBITED ITEMS, LAWS, RULES AND REGULATIONS. Guest agrees to abide by all applicable Federal, State, and Local laws and ordinances, including any homeowners association covenants, conditions or restrictions while occupying the Property. If Company learns that Guest or any invitees have

violated any of these ordinances, rules, and/or regulations, Company may notify Guest that its rental is terminated. In such an event, Guest will immediately vacate the Premises, any deposits and fees paid to Company for the rental shall be forfeited, and Guest will also be responsible for any costs and charges related to such termination. In additional to any forfeited deposits and fees, Company may recover from Guest any and all other damages, loss, and expense caused by the prohibited conduct of Guest and invitees.

INDEMNIFICATION. **In addition to the other specific releases set forth in this agreement and any addendum, you, for yourself, your heirs, assignors, successors, personal representatives, executors, administrators, invitees, and other guests in residence at the Property, and on behalf of each occupant of the property, and such occupants' heirs, assignors, executors and administrators, fully release, discharge, and fully hold harmless the owner of the Property, Company, and its employees, agents, servants, officers, trustees, representatives (in the office and individual capacities) , independent contractors, vendors and suppliers (collectively, the "Company Parties") harmless from and against any and all injuries, damages, losses, suits, claims, liability whatsoever for any and all damages, losses or injuries (including death) to persons or property or both, including but not limited to any claims, demands, actions, causes of action , damages, costs, expenses and/or attorneys' fees, which arise out of, occur during, or result from your use, any occupant or family members use of the property of the Property or your, any occupant or their family members may have in the future by reason of any injury, loss or damage by whatever nature which has or have occurred, or may occur to you, or to any of the occupants during the stay as a result, or in connection with the occupancy of the property or in use of any item provided during your stay, including pools, elevators, hot tubs, spas, bikes, golf carts or other recreational items, including any claims, damages, costs or causes of action due to the negligence, breach of contract or wrongful conduct of any Company Party, and also against Company Parties arising out of or relating to (i) Guest's failure to fulfill any condition of this Agreement; (ii) any damage or injury happening in or to the Property or to any improvements thereon as a result of the acts or omissions of Guest's or Guest's family members, invitees or licensees; (iii) Guest's failure to comply with local, state or federal law; (iv) any judgement, lien or other encumbrance filed against the premises or Property as a result of Guest's actions and any damage or injury happening in or about the premises or Property to Guest or Guest's family members, invitees or licensees (except if such damage or injury is caused by the intentional wrongful acts or Company Parties; (v) failure to maintain or repair equipment or fixtures, where the party responsible for their maintenance uses commercially reasonable efforts to make the necessary repairs; (vi) and Guest covenants not to sue Company Parties with respect to any of the above-referenced matters.**

LIMITATION OF LIABILITY. **YOU UNDERSTAND AND AGREE THAT NO COMPANY PARTY ASSUMES ANY LIABILITY FOR LOSS, DAMAGE, CLAIM OR INJURY TO PERSONS OR THEIR PERSONAL PROPERTY WHILE ON THE PREMISES, NOR FOR ANY INCONVENIENCE, DAMAGE, CLAIM, LOSS OR INJURY ARISING FROM OR RELATED TO ANY TEMPORARY DEFECTS OR STOPPAGE IN SUPPLY OF WATER, GAS, CABLE SERVICE, ELECTRICITY, INTERNET SERVICE OR PLUMBING; CHANGES TO RENTAL ASSIGNMENTS; WEBSITE OR BROCHURE ERRORS; WEATHER CONDITIONS; NATURAL DISASTERS; ACTS OF GOD; OR OTHER REASONS BEYOND THEIR CONTROL.**

ASSUMPTION OF LIABILITY. **THE UNDERSIGNED UNDERSTANDS, INTENDS AND DESIRES TO RELEASE THE MANAGER PARTIES FROM ANY AND ALL LIABILITY ARISING FROM OR RELATED TO THE OCCUPANCY OF THE PROPERTY TO THE FULLEST EXTENT PERMITTED BY THE LAWS OF THE STATE OF GEORGIA.**

You hereby certify that you are at least 18 years of age and you are legally competent to enter into this Agreement, including the Release, Waiver, Assumption and Indemnity provisions contained herein. You agree that it is your express intent that this release shall bind the members of your family and spouse, if you are alive, and your heirs, assigns and personal representatives, if you are deceased, and shall be governed by the laws of the State of Georgia.

MISCELLANEOUS.

1. **Lead Paint.** Properties built before 1978 may have lead-based paint, and properties built before 1950 are likely to contain lead-based paint. While neither Company or Owner are not aware of the actual presence of lead-based paint, Guests Buyer/Tenant has read and understands the above lead warning statement and if they would like any further information, Guest should contact Company prior to check-in.
2. **Pest Control**. Many different pests live and thrive in this region. This Property has been professionally treated by a commercial pest control company in an effort to keep all the pests and bugs outside. Should you experience a pest control issue, please contact Company so that Owner's pest control company may attempt to eradicate the problem. Company does not accept liability for unfortunate and seasonal visits of any wildlife including but not limited to rodents, insects and sea life and no refund or credit will be given related to such unforeseen events.
3. Risk of Bank Failure. Neither Owner or Company is responsible for any and all sums paid for any reservations or any related claims, causes of action and damages arising out of or relating to any failure by lending institution(s) or banks.
4. **Fireworks**. FIREWORKS ARE NOT PERMITTED ON THE PROPERTY.
5. **Lost and Found.** Neither Company or Owner will be responsible for Guest(s) personal property left behind or lost during stay. If we are able to find an item left behind we are willing to ship it to the registered guest upon request. Shipping charges will be charged to the guest along with a $25 administrative fee. Items unclaimed will be held for a maximum of 14 days at which time the Company reserves the right to dispose of or may elect to donate the item(s) to a local charity.
6. **Chargebacks**. Once defended, Guest will bear the cost for defending any fraudulent chargebacks and will be charged a minimum of a $500 fee.
7. **Property for Sale.** In the event a property is on the real estate market, Company may need to show the property during your stay. Company will make every effort to provide the guests occupying the property 24 hours notice before scheduling any showings.
8. **Entire Agreement; Amendment.** Guest and Company acknowledge this Agreement contains the full and complete agreement between and among them and there are no oral or implied agreements or understandings which are not specifically set forth in this Agreement. This Agreement may be amended, supplemented or modified only by a written agreement signed by each of the parties hereto. Each party acknowledges that no party, or agent or attorney of any other party or any person, firm, corporation or any other person or entity has made any promise, representation or warranty whatsoever, expressed, implied or statutory, not contained herein concerning the subject matter hereof to induce the execution of this Agreement. Guest also acknowledges that Guest has not executed this Agreement in reliance on any promise, representation or warranty not contained in this Agreement.
9. **Attorney's Fees, Court Costs and Costs of Collection.** Whenever any monies due hereunder are collected by law or by attorney at law to prosecute such an action, then both parties agree that the prevailing party will be entitled to reasonable attorney's fees, plus all court costs and costs of collection.
10. **Titles and Paragraph Headings.** Titles and paragraph headings used herein shall be for the purposes of convenience only and shall not be considered substantive in matters of construction.
11. **Ambiguities and Conflict.** The legal principle of contract interpretation that an agreement shall be construed against the drafter shall not apply to this Agreement. For purposes of the construction or interpretation of this Agreement, the parties shall be deemed to have participated equally in its drafting.
12. **Severability**. In the event any term or provision of this Agreement is held to be invalid by any court of competent jurisdiction, such invalid term or provision shall be severed and shall not affect the validity and enforceability of any other term or provision herein contained.
13. **Governing Law and Venue. This Agreement may be signed in multiple counterparts and shall be governed by and interpreted pursuant to the laws of the State of Georgia without regard to principles of conflicts of law. This Agreement is not intended to create an estate for years on the part of Guest or to transfer to Guest any ownership interest in the Premises or Property.** The parties agree that any lawsuit concerning this Agreement and its subject matter shall be filed in Glynn County, Georgia.

14. **Electronic Signatures.** This Agreement may be executed by electronic or digital signatures in accordance with the Georgia Uniform Electronic Transactions Act.
15. **Time of Essence.** Time is of the essence.
16. **No Waiver.** Any failure of Company to insist upon the strict and prompt performance of any covenants or conditions of this Agreement shall not operate as a waiver of any such violation or of Owner's or Company's right to insist on prompt compliance in the future of such covenant or condition and shall not prevent a subsequent action by Owner or Company for any such violation. No provision, covenant or condition of this Agreement may be waived by Owner and Company unless such waiver is in writing and signed by Owner and Company.
17. **Joint and Several Obligations.** The obligations of Guest set forth herein shall be the joint and several obligations of all persons occupying the Premises.
18. **Heirs, Successors and Assigns.** This agreement inures to the benefit of and is binding upon the respective heirs, successors and assigns of the Parties hereto.

I HAVE READ AND FULLY UNDERSTAND THE TERMS OF THIS AGREEMENT, INCLUDING ANY AND ALL WAIVERS, RELEASES, AND INDEMNIFICATIONS. I AM AWARE THIS AGREEMENT CONTAINS RELEASES OF LIABILITY AND WAIVERS OF CERTAIN LEGAL RIGHTS AND SIGN THIS FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT OR COERCION.