

**OSPREY VENTURE GROUP, LLC**  
**VACATION RENTAL AGREEMENT & INFORMATION SHEET**  
**412 CAPTAIN JOHN FRIPP VILLAS, FRIPP ISLAND, SC**

Tenant Name: \_\_\_\_\_

Tenant Address: \_\_\_\_\_

\_\_\_\_\_

Tenant Home Phone #, Business Phone #, Fax #, and Email Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Reserved Dates:        From: \_\_\_\_\_                      Until: \_\_\_\_\_

Amenity Cards?:        Yes    No            If Yes, How Many? \_\_\_\_\_            Duration \_\_\_\_\_  
[\$50 per card per week or \$12.50 per day in the summer season (Memorial Day - Labor Day)]  
[\$35 per card per week or \$25 per weekend the rest of the year] (**See Explanation Attached**)

Number of Adults:        \_\_\_\_\_                      Number of Minors:        \_\_\_\_\_  
(Maximum Occupancy = 8 people for 3BR rental, 6 people for 2BR rental)

**\* PLEASE COMPLETE "INFORMATION PAGE" ENCLOSED \***

1.        AGREEMENT. Osprey Venture Group, LLC ("Owner") and Tenant hereby agree that Tenant will rent from Owner #422 Captain John Fripp Villas, Fripp Island, SC, for and during the term set forth above, on the terms and conditions set forth in this Agreement.

2.        PAYMENT.    All payments must be by **personal check, made payable to "Osprey Venture Group, LLC"**. Keys will not be issued until all payments have successfully cleared the bank.

\$        \_\_\_\_\_                      **Rent**

**DUE NOW**

\$        \_\_\_\_\_                      **50% of Rent**

+

\$        \_\_\_\_\_                      **Amenity Card Fee**

\$ \_\_\_\_\_ **TOTAL**

**DUE** \_\_\_\_\_, **2005 (30 DAYS BEFORE ARRIVAL)**

\$ \_\_\_\_\_ **50% Balance of Rent**

3. **CANCELLATION.** If you cancel this reservation, you will forfeit all sums paid, unless we are able to re-rent the Villa to someone else, at the same rate, for the same period. If the Villa is re-rented, we will refund the lesser of (1) all Rent paid by you or (2) all Rent paid by the new renter.

4. **CHECK-IN.** Check-in time is 4:00 PM. Early Check-in times are allowed only when the Villa is cleaned and ready for occupancy, and prior approval is required. Keys will be ready for pickup in the Villa, which will be unlocked. Keys will not be issued with a balance owing or without a signed rental agreement in the Owner's possession.

5. **CHECK-OUT.** Check-out time is 10:00 AM. Please leave all keys inside the Villa.

6. **CLEANING.** The Villa will be cleaned before your arrival and after your departure. These cleanings are included in your Rent. There is no daily cleaning service. You are required to leave the Villa in the same general condition in which you received it, by making sure dishes are done and put away, the beds are stripped and the Villa is generally picked up and ready to be vacuumed, dusted and sanitized.

7. **TELEPHONES.** You must use a phone calling card or personal cell phone to make long-distance telephone calls. The Villa phone number is **843-838-4714**.

8. **WHAT WE SUPPLY.** The Villa is fully furnished and includes bedspreads, linens, blankets, pillows, towels (but not beach towels), as well as a fully equipped kitchen and a washer and dryer (laundry detergent provided).

9. **WHAT YOU SHOULD BRING.** You should bring beach towels, your personal toiletry items, beach chairs, food and any other "consumables" such as saran wrap, foil, zip-loc bags, laundry detergent, etc. We provide a limited supply of toilet paper, paper towels and soap to get you started.

**10. PROHIBITIONS. All of the following are strictly prohibited, and violating any of these prohibitions will result in immediate eviction and forfeiture of all Rent:**

- (1) pets,**
- (2) smoking,**
- (3) occupancy exceeding maximum or by persons not named on the "Information Page",**
- (4) the possession, provision, or use of illegal drugs,**
- (5) the possession, provision, or use of alcoholic beverages by or to persons under age 21,**
- (6) causing damage to the Villa, the surrounding premises, or any neighboring properties,**
- (7) holding large parties,**

**(8) violation of the rules of Captain John Fripp Villas and/or Fripp Island, or  
(9) violation of local, state or federal law.**

11. **TENANT'S LIABILITY TO OWNER.** In the event of any damage (other than normal wear and tear), loss or theft to any of Owner's property during Tenant's rental of the Villa, Tenant shall be liable to, and shall make immediate payment to, Owner for compensation for such damage, loss or theft.

12. **OWNER'S RIGHT TO INSPECTION.** Owner reserves the right to enter and inspect the property with no notice at any time during the Tenant's rental term.

13. **RELEASE AND INDEMNIFICATION.** Tenant fully releases, and agrees to indemnify and hold harmless, the Owner and the Owner's agents, representatives, principals, members, employees, officers, and directors, from and against any loss, damage or expense, including reasonable attorney's fees, incurred or suffered by or threatened against the Owner or any of the foregoing in connection with or as a result of any claim for personal injury, property damage, property loss or theft or otherwise brought by or on behalf of Tenant or any third party, person, firm or corporation as a result of or related to or in connection with the Tenant's rental of the Villa.

14. **MISCELLANEOUS.**

A. This Agreement (including the documents referred to herein) constitutes the entire agreement between the parties and supersedes any prior understandings, agreements, or representations by or between the parties, written or oral, to the extent they related in any way to the subject matter hereof. This Agreement may be amended only by an express written agreement signed by Owner and Tenant.

B. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Tenant may not assign this Agreement except on the express prior written consent by Owner.

C. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of South Carolina without giving effect to any choice or conflict of law provision or rule (whether of the State of South Carolina or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of South Carolina.

D. Tenant submits to the exclusive jurisdiction of the courts in Beaufort County, South Carolina for the resolution of any disputes or other matters pertaining to or relating to this Agreement.

**AGREED AS OF THE DATE SET FORTH BELOW:**

**TENANT:**

**OWNER:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
**OSPREY VENTURE GROUP, LLC**

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**PLEASE SIGN WHERE INDICATED ABOVE AND SEND THIS ORIGINAL AGREEMENT AND PAYMENTS TO:**

**OSPREY VENTURE GROUP, LLC**  
**P.O. BOX 186**  
**PORT ROYAL, SOUTH CAROLINA 29935**

**INFORMATION PAGE**

**Occupants' Names and Ages**

List the *names* and *ages* (i.e. "adult" or give the age of the children) of persons staying in the villa during the rental period.

- |    |    |
|----|----|
| 1. |    |
| 5. |    |
| 2. | 6. |
| 3. | 7. |
| 4. | 8. |

**Security/Parking Passes**

List the owner's name and the vehicle make/color for each car that needs access onto the island during your stay. These passes will be waiting for you at the security gate.

- | Owner's name | Vehicle Make/Color |
|--------------|--------------------|
| 1.           |                    |
| 2.           |                    |
| 3.           |                    |