

Osprey Venture Group, LLC

Vacation Rental Agreement
412 Captain John Fripp Villas, Fripp Island, South Carolina

Tenant Name: _____

Street Address: _____

Home Phone Number: _____

Mobile / Cell Phone: _____

Business Phone: _____

Email address: _____

Reserved Rental Dates: Saturday _____ Until Saturday _____

Amenity Cards: Yes No If Yes, how many? _____
(50.00 per card per week)

Number of Adults: _____ Number of Minors: _____
(Maximum Occupancy = 8 people)

List the names and ages of persons staying in the villa during the rental period:

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

1. **AGREEMENT.** Osprey Venture Group LLC ("Owner") and Tenant hereby agree that Tenant will rent from Owner #412 Captain John Fripp Villas, Fripp Island, SC ("Villa") for and during the term set forth above entitled "Reserved Dates" on the terms set forth in this agreement.

2. **PAYMENT.** All payments must be by personal check, made payable to **Brooke Dean**. The combination code to access the villa will not be issued until all payments have successfully cleared the bank.

\$ _____ Rent

\$ _____ 50% of Rent

+ _____ Amenity Card Fee (if applicable)

= _____ Amount of First Deposit **DUE UPON SIGNING AGREEMENT**

FINAL PAYMENT IS DUE 30 DAYS PRIOR TO ARRIVAL.

\$ _____ 50% Balance of Rent is the Final Payment.

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. **REFUNDS.** No refunds will be issued for malfunction of appliances (washer/dryer, dishwasher), HVAC systems etc. In the event of a malfunction, we will immediately have any issue fixed or repaired in a timely fashion.

5. **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. **The combination code to access the villa will be emailed to you after your Final Payment is received.** Combination access codes will not be issued with a balance owing or without a signed rental agreement in the Owner's possession. Additional keys to the villa are located in the foyer on a key rack.

6. **CHECK-OUT.** Check out time is at 10:00 AM. Please follow the checkout procedures posted in the villa on the side of the refrigerator door. Please vacate the villa promptly at 10:00 AM as the cleaning crew will be at the door at 10:00 AM and will be ready to begin cleaning.

7. **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 following the check out procedures posted in the villa which require the dishwasher to be run, beds to be striped, trash taken out, and the villa generally ready to be vacuumed, dusted, and sanitized for the next renter.

8. **TELEPHONES AND COMPUTERS.** Local calls are free. You must use a

phone calling card or personal cell phone to make a long distance telephone call. The villa number is **(843) 838-4714**. We provide free WiFi service to renters from Memorial Day to Labor Day. Tenants that rent outside of that time period may, at their own expense, obtain WiFi from Internet Services of the Lowcountry by calling (843) 770 - 1000.

9. **WHAT WE SUPPLY.** Unlike other rentals, we try to supply **MANY THINGS YOU WILL NEED which SAVES YOU LOTS OF MONEY AND EFFORT**. 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. We provide a reasonable amount of consumables like laundry detergent, toilet paper, soap, paper towels, trash bags, cooking oil, salt/pepper etc. Additionally, we have a variety of beach toys, boogie boards etc. as well as movies, books, games that are for renters to enjoy.

10. **WHAT YOU SHOULD BRING.** Your should bring your personal toiletry items, food, beach towels, paper products etc.

11. **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 personal 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. violations of local, state, or federal law.

12. **TENANT'S LIABILITY TO OWNER.** In the event of any damage (other than normal wear and tear), loss or theft of 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.

13. **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.

14. **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.

15. **MISCELLANEOUS.**

A. This agreement (including the documents referred to herein) constitutes the entire agreement between the parties and supersedes any prior understandings, agreements, or representation 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 by its
manager Brooke Dean

DATE: _____

DATE: _____

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

**BROOKE DEAN
P. O. BOX 186
PORT ROYAL, SOUTH CAROLINA 29935**

TO CONTACT US:

**843.986.0578 (HOME)
843.525-9255 (WORK)
843.263.7413 (CELL)
minddoc@islc.net (Email)**

Security / Parking Passes:

For security and parking passes, please list the owners name and the vehicle make and color for each car that needs access onto the island during your stay. These passes will be waiting for you at the security gate upon arrival.

Owner's Name

Vehicle Make/Color

1.

2.

Amenity Cards

Please list the names and ages of all who are requesting amenity cards:

Name

Age

1.

2.

3.

4.

5.

6..

7.

8.