



***Barefoot Vacations, Inc.***  
***3405 North Kings Highway***  
***Myrtle Beach, SC 29577***

***TENANT MANUAL***

**OFFICE HOURS**

Our office is open Monday through Friday (9:00am until 5:00pm, except on legal holidays), Saturday 10:00am- 4:00pm. These time frames will be referred herein as normal business hours.

**MOVING IN**

You may pick up keys after signing the lease, paying the security deposit, as well as all rent due, during normal business hours on the date your lease begins. Management assumes no responsibility of giving keys out on Sundays or after normal business hours.

**PAYING RENT**

You may pay your rent in person, by mail or place in the drop box at Barefoot Vacations, Inc front door. Your rent must reach Barefoot Vacations, Inc. by the fifth of each month to avoid late fee penalties. Barefoot Vacations, Inc. will gladly provide self-addressed envelopes for you if you wish to make rental payments by mail. All rental payments must be made by personal check, money order or certified check. Barefoot Vacations, Inc. does not accept cash or credit cards for rental payments. All rental payments must be made by the person whose name is on the Lease.

**MOVE IN/ MOVE OUT LIST**

Before moving in, you should inspect the premises, listing all defective items on a move-in list and sign your name. This same list will be used for the move-out inspection to be made by management after you have vacated the premises. You should be present during the inspection, however, if you cannot be present, the management's inspection shall be final. All utilities should be operative at time of inspection (s) in order to check appliances, heating and air-conditioning systems and electrical services. All inspections must be scheduled on (1) week in advance of vacating during our normal business hours.

**VACATING THE PREMISES-REQUIRED NOTICE**

A thirty- (30) day written notice must be given to management prior to vacating the premises. The notice is required even if you intend to vacate at the termination of the lease. A thirty- (30) day written notice should state a definite moving date. The entire security deposit will be forfeited if a thirty- (30) day notice is not given. A thirty- (30) day written notice must include a thirty- (30) day period starting on the 1<sup>st</sup> day of the month and extending through the last day of the calendar month. Notice must be accompanied by payment in advance of the final month's rent.

**WINDOW TREATMENT**

The hanging of sheets, blankets and other items in windows is not permitted. All windows must have lined drapes or installed white blinds. All original window treatments must be re-hung before vacating premises.

**KEYS/LOCKS/KEY CHARGES**

One key to every outside lock is issued at the time of possession. Alterations or replacement of locks or installation of bolts, mirrors or other attachments to the interior or exterior of doors requires the approval of

the management. All doors and window locks are operative when you take possession. Any locks that are damaged during your tenancy must be reported to management and be replaced or repaired by you, at your expense. A charge per lock will be assessed for keys not returned to management the day you vacate the premises. If it is found that you have changed the locks & not provided management with 4 spare keys, you will be responsible for the locksmith's bill.

### **LOCK OUTS**

You will be charged \$25.00 per service call made during normal office hours to unlock the property you have rented. You may, however, borrow a key from the office of the management during normal business hours. You will be charged \$10.00 for any borrowed key that is not returned within 24 hours and \$10.00 for each 24-hour period thereafter that the key is not returned. Management will not make lock out calls or lend keys after normal business hours.

### **TRASH AND GARBAGE**

You are required to make whatever arrangements are necessary to have garbage and trash picked up on a regular basis. All garbage and trash must be placed in appropriate covered containers, furnished by you. Any violation of this Home Owner Association requirement is cause for eviction.

### **PEST CONTROL**

Pest control is your responsibility, unless otherwise provided. Management assumes no responsibility for the control of roaches, mice, ants fleas, or any other pests.

### **PLUMBING ABUSE**

No one may throw anything into the plumbing system or to use the plumbing for any purpose other than the use for which they are designed. You will be charged for any stoppage or damage caused by misuse.

### **WALLS**

You are expected to leave the walls of the home clean and unmarred. Pictures may only be hung with nail-in picture hangers. Do not paint, or use any other device to hang or attach anything to the walls without prior written approval of the management.

### **CARPET CARE**

Carpets must be professionally cleaned before you vacate the premise. If carpet is not professionally cleaned when the move out inspection is made, you will be charged for cleaning.

### **CERMAIC TILE**

You will be charged for damage done by using improper cleaners, lacquer, shellac, or varnish or for any broken tiles.

### **LAWN AND GROUNDS**

You are expected to care for the lawn and grounds, unless otherwise provided. This care includes cutting the grass, fertilizing, trimming shrubs, watering, cleaning gutters, etc. Failure to maintain the grounds is cause for eviction.

### **DISTURBANCES, NOISE AND NUISANCE**

Your family and guests will be expected to conduct themselves in a manner that will not disturb your neighbors. Any activity, which causes extreme or excessive noise, traffic or disturbance of any kind, is cause for eviction.

## **WATERBEDS**

Waterbeds will not be permitted unless you have written permission from the management.

## **VEHICLES AND PARKING**

Vehicles may not be stored or repaired on premises. Recreational vehicles, trucks over one-half (1/2) ton, G.V.W.R., trailers, boats, dune or beach buggies, mini bikes, or other vehicles may not be parked or stored on the premises. Bicycles may not be stored or left on balconies, porches, in common areas, or on the exterior of the premises, unless otherwise designated in the lease. Parking is provided only for the vehicles belonging to Tenant. Guests must park in "guest only" areas. Parking on any grass areas is expressly prohibited. Please refer to the appropriate Homeowner Rules and Regulations for the area you live in.

## **PHONE NUMBER**

All tenants are required to provide management with their current home phone(s) number, work number, and their place of employment. Management must be notified of any changes. Failure to provide a current, working telephone number is in direct violation of your lease agreement.

## **INSURANCE**

Your personal property should be protected against fire, theft, and other perils. Management is not responsible, nor does it have insurance that will protect your personal or other property. Any damage to or theft of your personal property while you are absent from the premises is also your responsibility. You should maintain a tenant's (renter's) policy on your personal goods, including premises liability.

## **DAMAGES**

You are responsible for all damages to the premises during the term of your lease whether by your guests or any other party whether you are home or not.

## **MAINTENANCE/REPAIRS/UNAUTHORIZED REPAIRS**

You are expected to maintain the home and keep it in as good a condition as when you took possession of the premises. Management will authorize repairs to ensure safe occupancy. You will be charged for repairs caused by misuse or neglect.

All "breakdowns," system failures, must be reported to management, in writing. You will not be reimbursed for any unauthorized repairs you make. Maintenance requests must be reported to management in written form.

You may not make any repairs or authorize any maintenance at the expense of the management. The management must authorize any repairs for which management is responsible. Rent cannot be withheld for repairs not authorized nor can the cost of repairs be deducted from the rent.

## **DAMAGE AND CLEANING**

You must leave the premises clean, undamaged, and ready for occupancy by the next tenant as specified in this document and in the lease. Move-in and move-out inspections are required. You are required to clean the premises upon vacating. You must not leave rubbish, old furniture, or debris of any kind in the house or on the grounds. Otherwise, you will be charged the actual cost of the clean up. The forfeiture of your deposit as a penalty for premature termination of the tenancy does not excuse you from other obligations of your lease.

## **SECURITY DEPOSIT**

The security deposit may not be used for the last month's rent. It will be refunded to you at the end of your tenancy, after you have moved out and after an inspection has been made of the premises to make certain there are no repairs or cleaning fees to be deducted. If you vacate the premises before the expiration of your

lease, no refund will be made. Further, you will be charged for any repair and/or cleaning required, in addition to any rent loss suffered because of your premature termination of tenancy.

Any security deposit required by the Company shall be deposited with the Company and will be held by the Company in its escrow account until termination of the rental period. Any interest on these funds shall accrue to the Company.

### **YOUR DEPOSIT WILL BE RETURNED TO YOU IF YOU:**

- Have occupied the premises for the full term of the lease.
- Have given thirty- (30) days written notice prior to vacating.
- Have left the premises clean and undamaged, including, but not limited to, the kitchen floors, range tops, burner/drip pans, ovens, broilers, appliances, bathroom floors and fixtures, closets, cabinets, light fixtures, and all carpet or floor coverings. The refrigerator must be clean, defrosted and doors left open.
- Have left the walls clean with no unusual holes or damage and no "stick on" picture hangers.
- Have vacated the premise on the day promised.
- Have paid all charges and rents due.
- Have returned the all keys to the premise to the management office.
- Have removed all debris, rubbish, and discarded items from the premise.
- Complied with all terms of lease and this Manual.
- Have provided Management with your forwarding address as required by the South Carolina Residential Landlord and Tenant Act.

The cost of labor and materials for cleaning, repairs, debris removal and/or any other amount due will be deducted from the security deposit. You may not receive the refund of the entire deposit if you fail to comply with any of the above requirements.

### **INSPECTION**

The inspection will be made room by room for any damaged items, such as, but not limited to: floors, carpets, windows, baseboards, plumbing fixtures, counter tops, broken tiles, cabinets, towel racks, paper holders, nail holes, appliances, disposals, etc. The inspection will also include the checking of each appliance to make certain each is functioning properly.

Inspections are only made during normal business hours. No inspections are made on holidays or weekends. All inspections must be scheduled at least one (1) week in advance.

Utilities must be operating at time of inspection to allow appliances and plumbing to be inspected as well as other items on the property. If all utilities are not operating at time of inspection, it will delay the final inspection and cause you an additional expense in reactivating your account with the proper utility company, and a service charge of \$25 to re-inspect the unit you have occupied. \*If you are not present, management's inspection report is final.

Inspections are made only after you have vacated, and you are requested to be present. If you are not present, management's inspection report is final. You will be treated fairly.

After writing the inspection report, a final notice will be mailed to you showing the cost of any damage repair and a check for the unused balance of the security report.

### **RULES AND REGULATIONS**

Tenant shall observe and comply with all rules and regulations, which have been, established by the Landlord or the Homeowner's Association of any "Complex" in which he/she/they reside. Tenant acknowledges receipt of a copy of these rules and regulations by executing this Lease, which by mention herein, is made a part of this Lease. Tenant shall also observe and comply with all amendments to these

rules and regulations which the Landlord may in the future establish for the protection of the Premise of the "Complex," or for the welfare and quiet enjoyment of the tenants of the "Complex."

### **BILLS AND NOTICES**

Except as otherwise in the Lease provided, a bill, statement, notice or communication, which landlord may desire or be required to give to the tenant, including any notice of expiration, shall be deemed sufficiently given or rendered if, in writing, delivered to Tenant personally or sent by ordinary mail addressed to Tenant at the building of which the premises are a part or left at said premise addressed to the Tenant. The time of the rendition of such bill or statement and of giving of such notice or communication shall be deemed to the time when the same is delivered to the Tenant, mailed or left at the premises as herein provided. Any notice by Tenant to Landlord must be served by certified mail addressed to Landlord at the address where the previous rental hereunder was paid.

### **TENANT'S QUIET ENJOYMENT AND HABITABILITY**

Subject to the terms of the lease and so long as Tenant is not in default, Tenant may peaceably and quietly have, hold and enjoy the premise for the term of the lease, without hindrance or interruption by the Landlord.

### **BINDING EFFECT OF THE LEASE**

This Lease is binding upon the Landlord and Tenant and their respective heirs, distributes, executors, administrators, successors and lawful assigns.

### **LANDLORD**

Landlord shall mean the owner, or the Lessee of the entire building in which the premises are located, or a lender in possession. Landlord's obligations terminate when Landlord's interests in the building in which the leased premises are located are transferred to a third party. Any acts to be performed by the Landlord may be performed by the agents or employees of the Landlord.

### **REPRESENTATIONS AND CHANGES IN THE LEASE**

Tenant acknowledges that he has read this Lease and understands its terms. Neither the Landlord nor its agents or employees has made any promise or representation to the Tenant which is not specifically set forth in this Lease. This Lease may be changed or amended only by an agreement, in writing, signed by and delivered to each party.

### **TENANT (S) MANUAL**

Tenant shall observe and comply with all items in the Tenant (s)Manual, which have been established by the Landlord, of which the Tenant(s) acknowledge receipt of a copy of said manual initialing this section and executing this Lease and thereby making said manual a part of the Lease, and the Tenant shall observe and comply with all amendments to this Manual and any additional items which the Landlord may in the future establish. \_\_\_\_\_

**Initial**

### **REPRESENTATIONS AND CHANGES IN THE LEASE**

Tenant acknowledges that he has read this Lease and understands its terms. Neither the Landlord nor its agents or employees has made any promise or representation to the Tenant which is not specifically set forth in this Lease. This Lease may be changed or amended only by an agreement, in writing, signed by and delivered to each party.

### **SUBORDINATION**

This Lease is subordinate to all mortgages, which may now or hereafter affect the real property of which the Premises form a part.

**PLURALS AND SUCCESSORS**

The words Landlord, Owner and Tenant wherever herein occurring and used shall be construed to mean Landlords, Owners and Tenants in case more than one person constitutes either party to this Lease; and all the covenants and agreements herein contained shall be binding upon, and inure to, their respective successors, heirs, executors, administrators, and assigns and be exercised by his or their attorney or agent.

Tenants shall observe and comply with all items in the Tenant (s) Manual, which have been established by the Landlord, of which the Tenant(s) acknowledge receipt of a copy of said Manual initialing this section and executing this Lease and thereby making said Manual a part of the Lease, and the Tenant shall observe and comply with all amendments to this Manual and any additional items which the Landlord may in the future establish.

THE LANDLORD AND THE TENANT HAVE EXECUTE THIS LEASE ON THE DATE SET FORTH IN THE OPENING PARAGRAPH OF THIS LEASE.

WITNESSES

BAREFOOT VACATIONS, INC.  
AS AGENT FOR OWNER

\_\_\_\_\_

BY \_\_\_\_\_

\_\_\_\_\_

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

***BAREFOOT VACATIONS, INC.***



***TENANT MANUAL***

By signing below, Tenant(s) acknowledge receiving copy of Tenant Manual.

---

Tenant (s):

Date: