

Barefoot Vacations, Inc.

OCCUPANCY AGREEMENT

Name: _____

Reservation #: _____

This Agreement constitutes a contract between the Guest (Renter) and the Property owner, represented by Barefoot Vacations, Inc., (Agent)

GUEST UNDERSTANDS AND AGREES:

1. All rents must be paid in full 14 days prior to arrival.
2. There is a \$35.00 reservation fee charged on all rentals.
3. **OUR RECEPTION CENTERS ARE** located at 3405 North Kings Hw., Myrtle Beach, SC and Galleria Shopping Center 9652 North Kings Highway, Myrtle Beach, SC (directions enclosed) All guests must check in at one of these two locations to receive keys and information. (Not at the condominium)
NOTE: CHECK IN TIME IS 3 PM. CHECK OUT TIME IS BEFORE 10 AM depending on availability, a guest may request early check-in or late check-out for a fee of \$50.00 per option. If arrival is planned for AFTER 5 p.m. please be sure arrangements for late check-in procedures is understood. No key will be available unless full payment has been received.
4. **METHODS OF PAYMENT:** Money orders, cashiers checks, cash, or MasterCard/Visa/Discover. Personal checks must clear bank 14 days prior to arrival.
5. **CANCELLATION OF RESERVATION:** Your advanced rent received, less an administration fee of \$75.00 will be refunded if you cancel, in writing 30 days prior to arrival date. If this requirement is not met, a refund will not be given.
6. **DAMAGE DEPOSIT:** At the option of management a damage deposit may be charged in lieu of the Worry Free Program on certain properties and/or for large groups. The deposit shall range from \$250.00 to \$500.00 This deposit will be held until you have departed and the unit is inspected for any damage or missing items. The deposit will be returned provided all keys are properly returned, no phone calls are charged to the unit, no items are missing, and there is no damage to the unit. **The DEPOSITS WILL BE REFUNDED WITHIN 60 DAYS** of checkout.
7. **SUBSTITUTION:** In the event an owner elects to remove his unit from our rental program comparable accommodations will be provided to the Guests.
8. **FURNISHINGS:** Our units contain all furnishings required for normal living conditions. Each unit has basic cable for at least one television. Each unit is individually owned and decorated in the owner's taste. Furnishings cannot be added nor replaced.
9. **EXPENDABLE ITEMS:** Expendable items such as soap, bathroom tissue, paper towels, cleaning products, etc. are the responsibility of the guest. A rental service for cribs, high chairs, inflatable beds, and strollers is available through our office by advance reservation.
10. **PROHIBITED ITEMS:** Patio or Deck grilling, boats, trailers, campers, fireworks, and more than two automobiles per unit are strictly prohibited at all Barefoot Vacation properties. Any expense incurred from the presence of these items will not be the responsibility of Barefoot Vacations. Should any infractions occur Barefoot will not be responsible for charges and a refund shall not be issued.
11. **CLEANING:** Each unit is cleaned prior to your arrival, and immediately following your departure. Should you want more frequent maid service, it can be provided at an additional fee. Please make this request prior to check-in so that proper arrangements can be made.
12. **UPON ARRIVAL:** You should notify us immediately of any missing or inoperative furnishings or equipment. Occupancy by you and/or your party shall be conclusive evidence that the unit is in satisfactory condition and as represented. **PLEASE DO NOT WAIT UNTIL YOU CHECKOUT TO MAKE US AWARE OF PROBLEMS.** We cannot guarantee air-conditioning or appliances. There will be no-refund upon their failure. We try to keep these units in good condition and should there be a malfunction we will work diligently to obtain immediate repairs.
13. **ALL UNITS ARE NON-SMOKING:** This is strictly enforced and charges may occur if there is a violation.
14. **NO HOUSE PARTIES:** Occupancy would be immediately terminated. Should a parent check into rental and later leave students, the students will be evicted and **NO REFUND** will be given!
15. **NO PETS ALLOWED**
16. **MOTORCYCLES AND TRAILERS:** Are not allowed on some of our properties. **PLEASE ASK.**
17. **AFTER HOUR LOCK OUTS:** There is a \$50.00 surcharge for all after hour lock-out calls.
18. **DEPARTURE REQUIREMENTS:** Take out all trash; remove food items from cabinets, refrigerator-freezer. Wash dishes, pots, pans, etc., and return to cabinets. Remove all personal items. **RETURN KEYS TO THE BAREFOOT VACATIONS OFFICE. FAILURE TO DO SO WILL INCUR A \$75.00 CHARGE PER KEY.**

YOUR SIGNATURE CERTIFIES that your have read this contract, understand and agree to abide by it. YOUR SIGNATURE also certifies that you are at least 25 years of age and will be present at all times during your tenancy dates. If paying by credit card, YOUR SIGNATURE on this contract authorizes Barefoot Vacations to charge your rental expenses and damage deposits to your card in accordance with the agreement governing the use of said card.

⇒ SIGNATURE _____ DATE _____

I have read and by checking this box accept all terms and conditions.

PLEASE READ CAREFULLY, SIGN AND RETURN TO BAREFOOT VACATIONS, INC.

Although every effort has been made for accuracy, Barefoot Vacations, Inc. is not responsible for errors in this agreement. All descriptions and rates are subject to change and/or corrections without notice.

Barefoot Vacations, Inc.

Name: _____

Reservation #: _____

WORRY FREE

Security Deposit Limited Damage Waiver

The **WORRY FREE** Security Deposit Waiver is provided to our Guests for a flat fee in lieu of requiring large security deposits charged by most firms. Just another way we try to make your Barefoot Vacation trouble free.

TERMS OF WAIVER: All reservations will be charged a \$50 Accidental Damage Waiver fee. As an enrolled Covered Guest under this plan, you will not be obligated to pay for accidental damage to the Owner's real or personal property located within the rental unit. Under this program, Barefoot Vacations waives the right to charge the Covered guest for damage to the unit as a result of inadvertent acts or omissions for the duration of your stay. The maximum limit of this waiver of liability is \$1,000 aggregate per stay. If cost of damage exceeds \$1,000, the Guest is fully responsible and will be billed for the additional charges.

ADMINISTRATIVE PROCEDURES Barefoot Vacation's staff will administer all waivers of damage. Such staff will have the sole authority to determine the nature and extent of damages, necessary repairs, and eligibility for the waiver of liability described herein. The Covered Guest must report any damage to the unit or the contents to Barefoot Vacations Inc. on or before the day of checkout or any otherwise applicable damage waiver for such Covered Guest will be void. The Barefoot Vacation manager has ultimate waiver authority. Arbitration is required prior to litigation.

CONDITIONS: The **WORRY FREE** Protection Plan has certain conditions. The plan will not include liability for damage resulting from:

1. Intentional Acts Gross negligence or willful and wanton conduct of a Covered guest that result in damage.
2. Any cause, if the covered guest fails to report the damage to the barefoot Vacations staff by the time the Covered Guest checks out of the unit.
3. Acts of God.
4. Normal wears and tear.
5. Theft without a valid police report.
6. Loss or damage to any property owned by or brought onto the premises by a Covered Guest.
7. Any damage caused by unauthorized groups.
8. Loss of use of the covered property.
9. Any damage caused by a violation of Barefoot Vacation rules and Regulations and any action that violates local, state, or federal laws.

In case of abuse and malicious damage to rental property Guest will reimburse Agent and/or Owner the amount of all damage including attorney's fee.

TERMS OF COVERAGE: The plan takes effect upon check-in on the arrival date to a Barefoot Vacation unit. All coverage shall terminate upon normal checkout of the Barefoot Vacation unit or the departure of the Covered Guest, whichever occurs first.

PROTECTION PLAN FEES ARE NON-REFUNDABLE: Payment for the **Worry Free** Protection Plan must be received prior to occupancy.

YOUR SIGNATURE CERTIFIES that you have read this contract, understand and agree to abide by it. **YOUR SIGNATURE** also certifies that you are at least **25** years of age and will be present at all times during your tenancy dates. If paying by credit card, **YOUR SIGNATURE** on this contract authorizes Barefoot Vacations to charge your rental expenses and damage deposits to your card in accordance with the agreement governing the use of said card Signed and Accepted this the _____ Day of _____, 2008.

Guest

Barefoot Vacations, Inc.

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BAREFOOT VACATIONS PRIVACY NOTICE

Barefoot Vacations, Inc. understands that you care about your personal information and how it may be used and/or shared with others. We appreciate your trust in Barefoot Vacations and be assured that we will handle you information in a careful and sensible manner.

This notice describes our Privacy Policy. By visiting Barefoot Vacations you are accepting the practices described in this Privacy Notice.

We receive and store information when you place an online reservation. Our authorized agents use this information to begin the reservation process. We are NOT in the business of selling personal information to others and WILL NOT do so. Information will ONLY be used for the purposes of making reservations, charging your reservations expenses, and contacting you about special offers and forwarding news about Vacation Packages.

When a credit card is used for payment, the system will not store the entire number, only the last 4 digits will be printed.

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