

## *Guest Damages and Rules Contract*

Guest acknowledges and understands that he/she is a temporary guest of the property and not a tenant. Guests must be 25 years of age or older unless accompanied by a parent. This contract is unique to the registered Guest and may not be sublet or otherwise assigned to any other persons.

Guest acknowledges and understands that **CHECK IN** time is no earlier than **4:00 p.m.** and **CHECKOUT** time is no later than **10:00 a.m.** unless the Guest has made other arrangements with Luxury Living Tybee **Unauthorized early check-ins and late check-outs will be charged at a minimum \$50/hour based on property rate.** If guest would like to arrange for additional time at the property please contact Luxury Living Tybee in advance for any applicable rates. There is absolutely **NO SMOKING or NO PETS** in the Property.

Guest understands that the property is furnished and decorated to the Company's individual tastes. Guest has viewed pictures of the property on the website and is satisfied with room décor, size and property location as it relates to distance to beach and the view of the beach and ocean from the property. Guest promises to exercise care in the treatment of the accommodations and furnishings.

Occupancy and use of the home, suite(s), courtyard, and common area of the property by guest, or other visiting invitees of Guest, **shall not disturb or offend neighbors, nearby residents or other Guests of the property.** Loud Music, TVs, or parties will result in immediate eviction with no refund. If the noise disturbs other guests on the property, Guest is subject to financial penalties. Luxury Living Tybee reserves the right and prerogative to terminate this Rental Agreement and to ask disruptive guests to vacate the premises in the event of complaints or in the discretion of Luxury Living Tybee with no refunding of rental fee.

### **GUESTS MUST VACATE ALL OUTSIDE AREAS SUCH AS COURTYARDS, DECKS, STREET, SIDE WALKS, BY 10PM.**

**Guest shall be solely responsible for any and all damage to the property, furnishings, personal property, and missing or stolen merchandise from property. If you notice any property damage upon your arrival, please bring it to our attention immediately at 630-455-9877. Luxury Living Tybee reserves the right and Guest Authorizes Luxury Living Tybee to charge Guest's credit card for any and all such damages or loss. The total amount of the value or repair of an item(s) will be charged to the credit card listed below.**

Keys must be left in the property and the key box upon your departure. Failure to leave the 2 sets of keys will result in a **\$15 charge per key.** Garage Door openers not left at the property will result in a **\$150 charge.**

Guest acknowledges that Luxury Living Tybee is not responsible for any loss of money, jewelry, or other personal items of Guests or any invitees of Guest. Guest hereby agrees to indemnify and hold harmless Luxury Living Tybee from any and all claims including those of third parties for damage to person or property, arising out of or in any way related to Guest or invitees of Guest use of premises resulting from the building or any part of it or any equipment or appurtenance becoming out of repair, or resulting from any accidental in or about the building, or resulting directly or indirectly from any act or neglect of any Guest of the property, invitees of Guest or of any other person. Guest assumes the risk of injury and any related pain and suffering or medical expenses or other losses relating to the use of Luxury Living Tybee's property and/or recreational activities on the premises or in the city where property is located and will hold Luxury Living Tybee harmless with respect thereto.

Guest shall leave Luxury Living Tybee's property, premises and furnishings in clean and undamaged condition. Guest understands that Luxury Living Tybee reserves the right, and Guest authorizes Luxury Living Tybee to charge Guest for any necessary repairs, or for **extra cleaning which may be necessary.** If Guest moves any of the furniture in the house and/or garden, patio furniture during their stay, guest must return it to its original location prior to check out. **Failure to do so will result in a \$100 charge.** Guest must clean the grill (there is no grill at Ocean View Paradise/Retreat/Penthouse) after their use prior to their check out. **Failure to do so will result in a \$50 charge.**

Guest shall not bring, keep or have either inside or outside the premises of Luxury Living Tybee's property any article or thing of a hazardous nature, including fireworks, explosives, flammable items, firearms, gas, charcoal, or propane grills or any other item that either might be or could be hazardous or considered hazardous by any insurance company.

Guest acknowledges and agrees that **NO REFUNDS** will be made for the failure of any of the property equipment, televisions, appliances, plumbing, heating or air conditioning. However, in the event of any such failure or any difficulty with any such appliances, Guest is requested to contact Luxury Living Tybee and every effort will be made to make prompt repairs.

Guest understands and agrees that the maximum number of occupancy as stated on your Confirmation Letter must not be exceeded and in the event that the maximum occupancy is exceeded, Luxury Living Tybee and the City of Savannah Fire Marshall will evict immediately without notice any number of guests in excess of the maximum occupancy number or the entire party. This rule and requirement is made a part of this agreement for insurance regulation requirements, fire code and city ordinance requirements, and particularly for the safety of Guests. Luxury Living Tybee has the right to inspect the property during your stay to guarantee that this stipulation has not been violated.

No Weddings, Receptions, Events, Reunions, or Parties of any kind are to be held at the property or in the courtyard, outside. The Definition of an Event is any gathering of people at the property that exceeds the number of people sleeping at the property as stated in the Confirmation Letter. Luxury Living Tybee has the right to inspect the property at any time during your stay to guarantee that this stipulation has not been violated.

If, due to an act of God, or to unforeseen circumstances, Luxury Living Tybee's property becomes unavailable for rental to Guest, Luxury Living Tybee's liability shall be limited to the refund of any deposits or other rental amounts previously paid.

**Payment Terms:** 50% of rental amount is due on booking. The remaining 50% is due 60 days prior to arrival date. If balance is not paid 60 days prior there will be 3.5%/day interest charge.

**Cancellation Policy:**           60 Days Prior to arrival date: 100% refund minus a \$50.00 processing fee.  
  59 - 0 Days Prior to arrival date: **NO REFUND**  
  100% refund if property is rebooked for your cancelled dates minus a \$50 processing fee

**NO REFUND inside of 60 days for any reason including but not limited to: illness, death in the family, event cancelation, weather or airline issues.**

We **STRONGLY** recommend purchasing **TRAVEL INSURANCE**

This Guest Damages and Rules Contract should immediately be signed, scanned and emailed to [info@luxurylivingtybee.com](mailto:info@luxurylivingtybee.com) or mailed to Luxury Living Tybee, 815 The Pines, Hinsdale, IL 60521.

***I agree with the terms of this Guest Damages and Rules Contract***

Property Name: \_\_\_\_\_ Date of Arrival: \_\_\_\_\_

Card Number: \_\_\_\_\_ Expiration: \_\_\_\_\_ Use Card on File: \_\_\_\_\_

Guest Name: \_\_\_\_\_

Guest Signature: \_\_\_\_\_