

THE ROSE-LOVELL HISTORIC HOME

RENTAL AGREEMENT

This Tenant Rental Agreement is made on the date stipulated in Appendix A: The Rose-Lovell House Tenant Rental Agreement and Reservation and by and between Petrus Properties (Manager/Owner) and the Tenant as stipulated in Appendix A: The Rose-Lovell House Tenant Rental Agreement and Reservation. For and in consideration of the payment of rental and performance of the covenants and agreements herein after set forth, Landlord rents to Tenant and Tenant accepts from the Landlord the following:

Description of the premises: The Rose Lovell Historic Home, with 5 bedrooms located at 207 West Weed Street, St. Marys, Georgia 31558, and the accompanying land (Premises)

***Check-in time - 3:00 PM:** Access is not available until the property is ready for occupancy. Manager/Owner will use reasonable efforts to have the Premises ready for Tenant occupancy at check-in time, but Manager/Owner cannot guarantee the exact time of occupancy.

***Check-out time - 11:00 AM:** Unless prior arrangements are made in writing with the Manager/Owner, Tenants that do not vacate the rental property by 11:00 AM or in the event Tenant return to the premises without the consent of the Manager/Owner after checking out, a fee equal to the rental rate for one (1) day will be assessed to Tenant(s).

Reservation Requirements: A deposit of 50% of the total rental amount (rental fee, taxes, cleaning fee) plus the applicable website fee is required in advance to hold reservation. Please see quote for exact amount. The Manager/Owner accepts credit card or e-check payment through the VRBO website. The balance (50% of rental, taxes, cleaning fee, plus the security deposit) must be received at least 14 days before occupancy or the reservation will be canceled.

Security Deposit: The security deposit is due prior to check-in, as part of the reservation requirements. This deposit will be released within 14 days of the departure date, provided tenants check out by 11:00 AM and there is no breakage or damage to the premises and/or contents, outstanding long distance telephone charges, pay-per-view charges, or cleaning costs, other than those normally incurred in connection with the occupancy of the premises. Tenant(s) acknowledges Manager/Owner's authority to charge Tenant(s) Credit Card for damages to the unit occupied by the Tenant(s) and/or his/her Guest(s). Each Tenant will be financially responsible for damage done to the property beyond normal wear and tear. If there is damage to a property or it's property within, after the Tenant(s) departure, the Tenant will be notified of any excessive cleaning needed or damages made. Tenant(s) will be responsible for any damage caused by Tenant(s), Tenant's family, Tenant's invitees, and Tenant's) guest(s).

Cancellation: A \$30.00 fee is assessed for all cancellations. However, if Tenant(s) cancel less than fourteen (14) days prior to their arrival date Tenant(s) advance payment will be forfeited. Refunds are by check, no cash refunds are given.

Reservation Changes: Reservations may be subject to a \$30.00 rescheduling fee per change. All changes must be done prior to cancellation period expiration. Change dates are subject to availability and are at the sole discretion of the Owner.

No-show policy: The total amount of the reservation will be charged.

Returned Checks: There is a \$35.00 service charge for any returned checks.

Confirmation - Confirmation of the reservation will be mailed, faxed, or emailed to Tenant(s) upon receipt of the reservation advance payment. Please read the confirmation for accuracy of dates, mailing address, number of adults and/or children and accommodations. Any errors must be directed to the Manager/Owner within seven (7) days of mailing. Please pay close attention to the number of persons (Adults/Children) on the confirmation and lease. Occupancy is limited to registered tenants only. No overnight visitors are allowed without prior approval. In the event this occurs your security deposit and rent may be forfeited and you may be asked to vacate the property.

Additional Guests (More than the lease states) - Additional guests and visitors must be pre-approved by Manager/Owner in advance. (Each child counts as one guest). If you bring in additional guests or visitors without prior approval, guest(s) may be asked to vacate the property and forfeit guest(s) security deposit and rent.

Satellite Television: The property is privately owned and has subscription satellite television. The Manager/Owner does not guarantee any programs or events, Tenant(s) liable for ordering any pay per view, programming charge plus an additional \$5.00 charge per program or event will be deducted from your security deposit. The Manager/Owner is not responsible for the content provided by satellite television, including, but not limited to the appropriateness for viewing by children.

Fire Places: Fireplaces are non operational, and are not to be used.

Grilling: Outdoor grilling is permitted only on concrete or open areas away from any structures. Grilling on the deck or porch is prohibited.

Smoking: Smoking is not permitted inside. Outside smoking is permitted but please do not litter. Failure to obey this rule will result in loss of security deposit and/or charge to credit card.

Alcoholic Beverages: No drinking of alcoholic beverages by persons under the legal age of twenty-one (21) is allowed. Should a Tenant(s) or guest of Tenant(s) be arrested for underage drinking at the rental unit property or should Manager/Owner observe a Tenant(s) or guest of Tenant(s) under the age of 21 drinking alcoholic beverages, this rental agreement may be terminated and the Tenants evicted at the option of the Manager/Owner. Illegal drug use is strictly prohibited. Kegs are not permitted on any property.

Pets: You acknowledge that NO PETS are allowed in or on the premises.

Furnishings, Equipment, Etc: The property is privately owned and is furnished and equipped by the Owner. The Manager/Owner will not make any changes to the furnishings or equipment provided. If Tenant(s) requires special appliances or equipment, please bring them with you. Furnishings are subject to change without notice. Under no circumstances are furniture, bedding, mattress pads, utensils or any other property supplied with the rental property to be removed from the premises. Doing so will result in a charge against Tenant(s) security deposit. Moving of furniture (both indoor and outdoor) is prohibited; any evidence of such will result in a charge against Tenant(s) security deposit. Loss of these items, as well as damage to the property or furnishings in excess of normal wear will be charged to Tenant(s), the renter. Certain areas are locked for the Manager/Owner's personal storage and are not included in this rental.

Personal Property: The Manager/Owner is not responsible for any loss of Tenant's personal property and vehicles from any means both inside and outside of the property.

Linens: A basic supply of linens is provided. Bed linens and bath towels are not changed during your stay. The startup set of bath soap, toilet tissue, detergent and trash bags are not replenished.

Listings & Pricing: Information regarding individual listings is believed accurate but cannot be guaranteed. We have made every effort to ensure that all the information on the Manager/Owner's website is current and accurate. The possibility of errors and omissions exists. We will be happy to confirm all data contained herein or answer any questions you may have prior to booking your reservation. Rates, furnishings, fees, and taxes are subject to change without notice.

Rates – Current rates are shown on the VRBO website. Rates for holidays, special events, and weekends may be higher. Rates do not include tax, security deposit and cleaning fee and are subject to change. Your rate will show in the attached Appendix A: The Rose-Lovell House Tenant Rental Agreement and Reservation.

Cleaning Requirements: – Tenant(s) are required to leave the property in the same general condition it was when Tenant(s) arrived. Please load and start the dishwasher. Beds do not need to be made. Please leave used towels on top of the washing machine, and at no time should wet towels be left on the wood floor. The Manager/Owner will dust, vacuum, sanitize, and clean all towels and linens upon your departure. If additional cleaning is required, appropriate charges will be deducted from your security deposit. Tenant(s) is responsible for any damage, abuse, excessive cleanup requirements, or loss caused by any member of Tenant(s) party to the property or its contents during Tenant(s) occupancy. Inspectors walk through each property after checkout to ensure the property is left in good order. The Manager/Owner will make that final determination of the necessity of any charges to Tenant(s). Maid service and other cleaning arrangements during your stay are available for an additional charge.

Checkout Procedures: The items shown on Appendix B: Rose-Lovell Check List must be completed before checkout or the individual cost shall be deducted from the Tenant(s) security deposit:
Property should be left neat and in order (same condition it was when Tenant(s) arrived).

Repairs, Service Calls, Refunds: Manager/Owner cannot guarantee against mechanical failure of heating, air conditioning, TVs, Satellite Receivers, VCRs, DVDs, telephone, electricity, water or other appliance or utility. Please report any inoperative service or equipment to our office immediately. Manager/Owner will make every reasonable effort to have repairs done quickly and efficiently. Should a repairperson make a call to a unit and find that the equipment is in working order and the problem was due to the Tenant(s) oversight or neglect, the charge for service will be the Tenant(s) responsibility. Refunds or rent reductions due to failure of appliances or

equipment shall be at the Managers/Managers discretion. All maintenance requests must be reported to the office as soon as possible. PLEASE do not put off notifying us immediately as it could hinder us getting the repair done quickly!). Guest(s) understands and agrees that Manager/Owner may enter the rental property at any time for the purpose of making needed repairs. Please keep in mind that the property has been reserved and held for you and that others may have been turned away. Refunds or rate adjustments are not made for any inconvenience due to construction in the area, road repair, etc. No refunds for early departures (less days than reserved). No refunds will be given for delayed arrival. No refunds for reducing the number of nights reserved with less than 7 days notice. No refunds or reschedules due to inclement weather.

Acts of God, Noise and Disruptions: Manager/Owner shall not be liable for events beyond their control which may interfere with Tenant(s) occupancy, including but not limited to Acts of God, acts of governmental agencies, fire, strikes, war, inclement weather and construction noise from nearby sites. No rebate or refund will be offered in these circumstances.

House Parties are Not Allowed: Rental Tenant understands that the Manager/Owner will accept families, married couples, and responsible adults over the age of 21 ONLY. Guest(s) agree that more than the number of people stated on the lease shall not occupy the premises. If the unit is occupied by more than the number of people stated, it will result in loss of total rent, security deposit and/or additional charge to credit card. Occupancy in use of premises shall not be such as to disturb or offend neighbors. Do not display or hang any manner of clothing, linen, terry, banners or signs from any part of the building exterior or any part of the property. The use of firearms, or fireworks is strictly prohibited. Tenant(s) certify that they have read carefully the limitations placed on the number of persons permitted to occupy the premises, and agree to abide by such limitations: if not, Tenant(s) will be asked to vacate the property which will result in loss of total rental and security deposits with no refund.

Wedding and Other Special Events: Any function such as a dinner party, wedding, reception, etc. require prior written consent of the Manager/Owner, a separate Event Agreement and an additional refundable security deposit. There is a fee to hold any type of get together or function at our property beyond the number of people listed on your confirmation.

Right of Entry: Tenant(s) agree that the Manager/Owner reserves the right to enter the rental property anytime to investigate disturbances, check occupancy, check for damage, to make such repairs, alterations or improvements thereto as Manager/Owner may deem appropriate, or to show property to prospective purchasers or tenants.

Expedited Eviction: A material breach of this Agreement by Tenant(s), which, in the sole determination of the Manager/Owner, results in damage to the Premises, personal injury to Tenant(s) or others, a breach of the peace, a nuisance to others, or a violation of criminal law or local code, shall be grounds for termination of Tenant's tenancy. Violation of any of the rules contained here in will result in immediate eviction and forfeiture of rent and security deposit. If the tenancy created hereunder is for 30 days or less, the expedited eviction procedures set forth in the Vacation Rental Act will apply. Tenant(s) may be evicted under such procedures if Tenant(s): (i) hold over in possession after Tenant(s) tenancy has expired; (ii) commit a material breach of any provision of this Agreement that according to its terms would result in the termination of Tenant's tenancy; (iii) fail to pay rent as required by this Agreement, or (iv) have obtained possession of the Premises by fraud or misrepresentation. Any reservation made under false pretenses will result in forfeiture of advance payments and the party will not be permitted to check-in.

Indemnification and Hold Harmless: Tenant(s) agrees to indemnify and hold harmless the Manager/Owner for any liabilities, theft, damage, cost or expense whatsoever arising from or related to any claim or litigation which may arise out of or in connection with Tenant's use and occupancy of the rental property including but not limited to any claim or liability for personal injury or damage or theft of property which is made, incurred or sustained by Tenant(s). The terms "Manager/Owner" as used in this Agreement shall include their heirs, successors in interest, assigns, employees, Owners, and representatives where the context requires or permits. The terms "Tenant(s)," "You," and "Your" as used in this Agreement shall include Tenant's heirs, successors, assigns, guests, invitees, representatives and other persons on the rental property during Tenant's occupancy (without regard to whether such persons have authority under this Agreement to be upon the rental property), where the context requires or permits.

Disputes: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia, and shall be treated as though it were executed in the County of Camden, State of Georgia. Any action relating to this Agreement shall be instituted and prosecuted only in the Camden County Superior Court, Georgia. Tenant(s) specifically consent to such jurisdiction and to extraterritorial service of process.

Manager/Owner Reserves the Right to Refuse Service to Anyone: All rental properties are leased without regard to race, color, religion, sex, national origin or handicap. Due to liability issues, we are unable to provide prospective renters with keys to preview properties.

Violating Agreement: If Tenant(s) violates any of the conditions of this Agreement, the Manager/Owner may terminate this Agreement and enter Premises. Upon notice of termination of this Agreement, Tenant(s) shall vacate the Premises immediately and forfeit all rents and security deposits.

You will receive, via email, the 10 digit door code instructions to allow you access to the Rose Lovell house. Please print these instructions and take with you. Once there, you can change the 10 digit code to a 4-6 digit code that you and your guests can easily remember for the duration of your stay.

Appendix A: The Rose-Lovell House Tenant Rental Agreement and Reservation:

Tenant: _____

Arrival: _____ (on or after 3pm) *See page 1 of Rental Agreement

Departure: _____ **(on or before 11am)** *See page 1 of Rental Agreement

Number of nights: _____

Rental Amount: \$299.00 per night/\$1,575 per week-regular season (6 days or more), plus 7% state tax & 6% city tax, \$300.00 security deposit (not taxable), \$195.00 cleaning fee (not taxable), plus applicable website fee (see website quote for VRBO, etc.)

Deposit amount: (please refer to quote) **(payable by e-check or credit card on the VRBO website)**. The deposit includes half of the rental amount, tax and cleaning fee, plus the VRBO fee. The balance is half the rental amount, tax and cleaning fee, plus the security deposit. **Deposit is required to confirm reservation**

Please read, sign, complete the guest section, make a copy for yourself, and return this page by mail or email along with the deposit

By signing this, I have read and fully agree to all the above policies.

Tenant Signature and Date:

Tenant's Home Address, Phone Number and Email:

PRINT ALL NAMES OF PERSONS OCCUPYING THE PROPERTY, please indicate adult/child.

Appendix B: Rose-Lovell Check List

Checking In: You will need the 10 digit door code that will be emailed to you prior to your arrival to enter the front door.

- On entering the through the front door of Rose-Lovell the switch for the porch lights and fans are on the left wall. The switch for the hall light is on the right wall by the doorway to the dining room.
- In the kitchen:
 - The microwave is in the back hall by the kitchen back door
 - The Wi-Fi in on top of the wine rack, near the kitchen table.
 - The coffee filters are in the pantry, in the door rack.
 - Please use the supplied Lemi-Shine along with dishwasher soap, which works with the somewhat hard St Marys water. Directions for use are on the Lemi-Shine label.
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- In the living room:
 - The TV is in the entertainment cabinet. You will find the remote with 2 red buttons which turn on the satellite receiver and TV respectively. If you have any problems just turn both the satellite receiver and TV off and back on again.
 - The sofa chair folds out to a single bed and the sheets are in the bottom area of the entertainment cabinet or in the upstairs twin bedroom.
- In the downstairs bedroom you will find the 1st floor air conditioner thermostat (the one in the living room is not functional.).
- In the downstairs bathroom, the shower thermostat is the small handle in the middle of the shower valve.
- In each bedroom you will find towels and sheets in the lower drawers of the dressers. The beds are made for your arrival.
- Upstairs:
 - The 2nd floor thermostat is in the hall on the east wall.
 - The “confessional” looking partitioned area in the hall has the washer and dryer. There is laundry soap provided. Please leave the laundry room door open when running the dryer.

During your visit:


- ✓ Help us keep the Rose-Lovell house pest free. Do not leave food out. When in doubt put it in the refrigerator or store in airtight containers.
- ✓ Please be mindful not to scratch or damage wood floors, table tops or furniture.
- ✓ Please leave the door to the laundry area open for ventilation.
- ✓ There is no smoking in the house. Parking is allowed on the front lawn, and on our side of the street. We do have a tenant in the apartment over the garage behind the house. Please take care to not block their car in the driveway, especially if you are going to be away from the house.

On your departure please:

Wash dishes, pots, pans, silverware, and utensils, put the last load in the dishwasher and start it.

Leave the stove and oven clean.

Set both thermostats to the appropriate “away” setting, 78 degrees in warm weather, or 68 degrees in cold weather.



Securely bag and empty all trash into the outdoor garbage bins by the garage. Plastic, glass, and tin go in the recycle bin next to the trash

Leave the refrigerator clean and empty, and remove all food from house.

Leave beds unmade, this indicates which linens need to be washed by our housekeepers.

Securely bag all porch and outside litter and place in the outside garbage bins.

We will, after your departure:

- ✓ dust
- ✓ vacuum
- ✓ sanitize
- ✓ clean all towels and linens
- ✓ make the beds
- ✓ empty the dishwasher and inspect all kitchenware

If additional cleaning is required, appropriate charges will be deducted from your security deposit.

Tenant(s) is responsible for any damage, abuse, excessive cleanup requirements, or loss caused by any member of Tenant(s) party to the property or its contents during Tenant(s) occupancy. Inspectors walk through after checkout to ensure the property is left in good order. The Manager/Owner will make that final determination of the necessity of any charges to Tenant(s).

Questions or problems – please call or text Beth Neidenbach at 864-590-9096 or email at historic.rose.lovell@gmail.com