

**2413 OAK HAVEN STREET
STAFF REPORT**

**CITY OF BEAUFORT
ZONING BOARD OF APPEALS
Staff Report and Recommendations
Meeting of 20 May 2015**

Case Number: ZB15-14
Property Address: 2413 Oak Haven Street
Applicant: Burchie and Barbara Thompson
Type of Request: Special Exception for Short Term Rental
Zoning: R-2 District

Background: The property is located at 2413 Oak Haven Street in the Royal Pines neighborhood (see Site Location Map attached). The property is identified as District 120, Tax Map 5, Parcel 276. The lot is zoned “R-2 Medium Density Single-Family Residential District” (R-2). A single-family dwelling is located on the lot. Photos of property are attached.

The applicants (who are the property owners) desires to rent the dwelling unit on a short term basis (i.e., for periods less than 30 days). Short term rental of a primary dwelling unit is permitted by special exception in the R-2 District.

The applicants, who live out of state, have hired Beaufort Rentals to manage the short term rental. The rental agreement specifies a minimum 3-night stay which exceeds the City’s ordinance. The rental agreement that was provided limits the number of vehicles on the site to three and stipulates that they are to park in the driveway and not on the street. The lot has adequate on-site parking.

Public comment: Letters were sent to adjoining property owners on April 30. The public hearing notice referencing this application appeared in the May 5 edition of *The Beaufort Gazette*. The property was posted on May 6. Staff has received one public comment on this application as of the date of this writing (attached).

Criteria for approval of a special exception set out in Section 3.16:

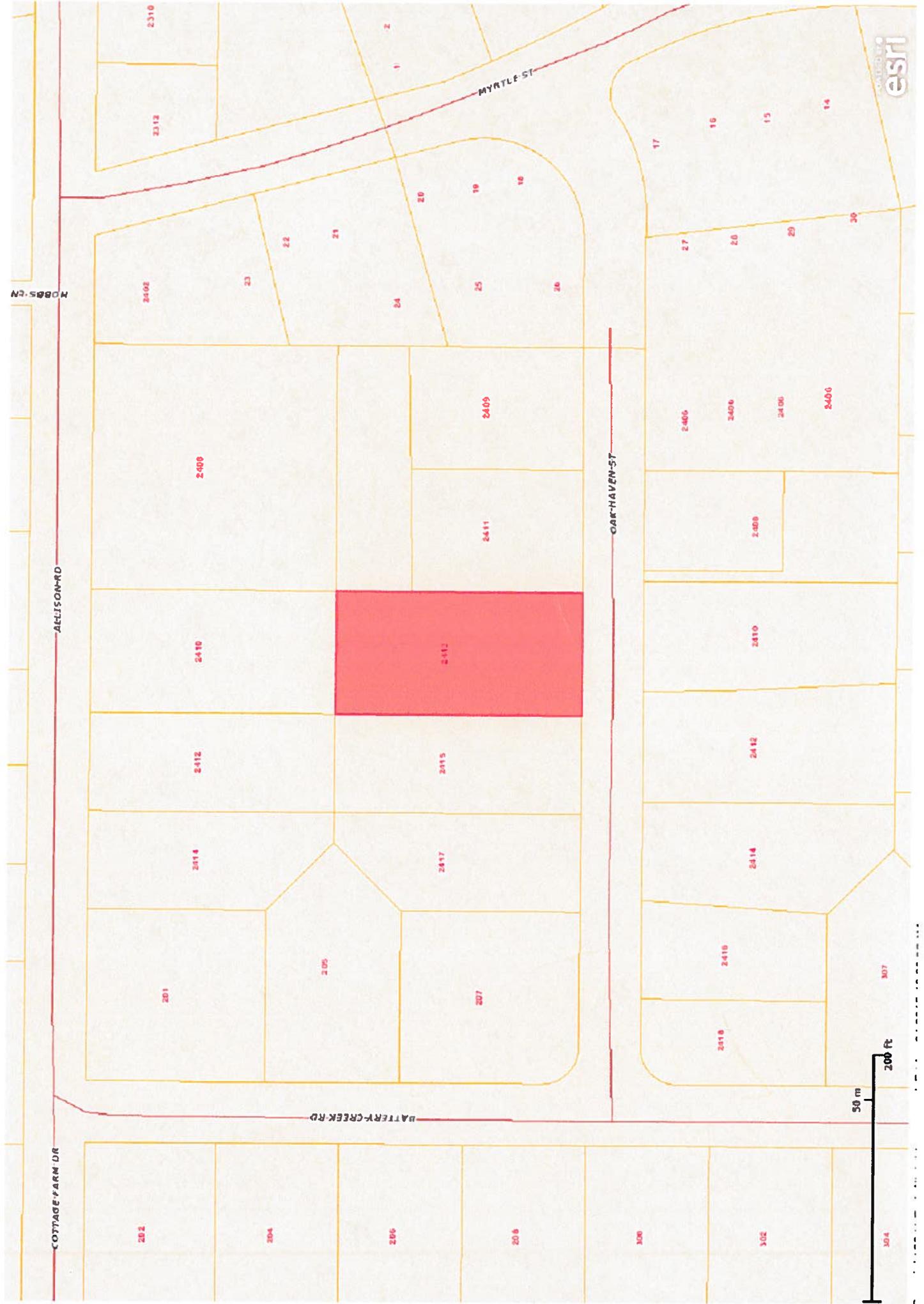
According to the UDO, the Zoning Board of Appeals may approve an application for a Special Exception where it reasonably determines that there will be no significant negative impact upon residents of surrounding property or upon the general public. The UDO stipulates that the Board shall consider six criteria in its review of an application for a special exception. Staff comments on how the application relates to these criteria follows.

- (1) *Whether the proposed use is compatible with existing land uses in the surrounding area.* The property is located less than 2 blocks from the Spanish Moss Trail. The property is located ½ block from Battery Creek Road, which could be considered a residential collector. The lot is located less than ½ mile from Ribaut Road, a major arterial.

- (2) *Whether the proposed site plan, circulation plan, and schematic architectural designs are harmonious with the character of the surrounding area.* No changes are proposed to the property as part of its use as a short term rental.
- (3) *The likely impact on public infrastructure such as roads, parking facilities, and water and sewer systems, and on public services such as police and fire protection and solid waste collection, and the ability of existing infrastructure and services to adequately service the proposed use without negatively impacting existing uses in the area and in the City.* The proposed use is not likely to have a greater impact on public infrastructure than for use as a long-term rental.
- (4) *Whether the proposed use and designs are in general conformity with the City's comprehensive plan and any other plans officially adopted by the City.* The proposed use is in general conformity with the City's comprehensive plan and the Civic Master Plan.
- (5) *Likely impact on public health and safety.* The proposed use will likely have little impact on public health and safety given that the unit will be managed by a professional management company.
- (6) *Potential creation of noise, lights, fumes, dust, smoke, vibration, fire hazard, or other injurious or obnoxious impacts.* In staff's opinion, the proposed use has little potential to create noise, lights, fumes, dust, smoke, vibration, fire hazard, or other injurious or obnoxious impacts if a monitored fire alarm is installed as required by the Building Official.

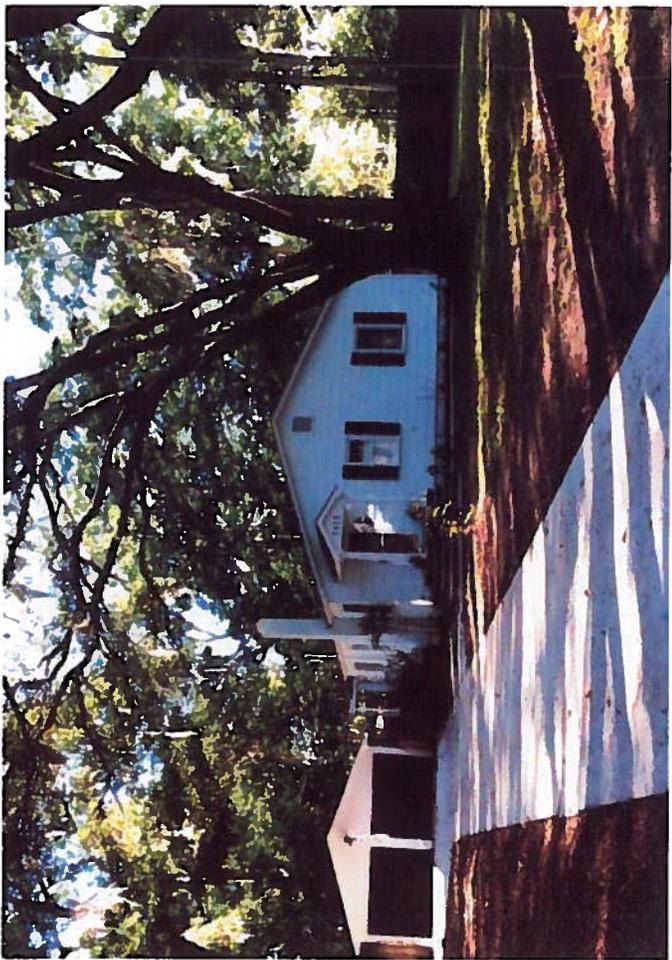
Staff recommendation: Staff recommends approval of the special exception on the condition that a monitored fire alarm system be installed.

2413 Oakhaven St









**PUBLIC COMMENTS SUBMITTED TO THE
PLANNING DEPARTMENT**

Libby Anderson

From: David B Adler <david.adler973@gmail.com>
Sent: Tuesday, May 05, 2015 4:59 PM
To: Libby Anderson
Subject: 2413 Oak Haven Street, Beaufort

Dear Ms. Anderson,

We recently received your notice that our neighbors, The Thompsons, were seeking a special exception for their property at 2413 Oak Haven to use as a short term rental. My wife and I would like to send our support for this request to the board. Thank-you for your assistance.

R/

David B Adler

Linda Murphy-Adler

Owners of

2418 Oak Haven Street

david.adler973@gmail.com

703 755 5710

2413 OAK HAVEN STREET APPLICATION

ap# 11431

\$ PAID
4/10/15

SPECIAL EXCEPTION APPLICATION

OFFICE USE ONLY: Date Filed: 4-10-15 Application #: 295-14 Zoning District: R-2

Instructions

Entries must be printed or typewritten. If the application is on behalf of the property owner(s), all owners must sign. If the applicant is not the owner, the owner(s) must sign the Designation of Agent (below).

Submittal Requirements

1. A legal survey of the property.
2. An accurate, legible site plan showing the north arrow, dimensions, and locations of all existing and proposed structures and any improvements relevant to the appeal such as trees, fences, power lines. Six copies of all plans are required.
3. Photograph(s) of the site.

APPLICANT(S): Burckie + Barbara Thompson

Address: 12 Hope Lane, Weaverville, NC 28787

Telephone: 828-707-1404 [day] 828-707-0734 [fax]

E-mail: burckiethompson@yahoo.com

OWNER(S) if other than Applicant(s): Burckie + Barbara Thompson

Address: 12 Hope Lane, Weaverville, NC 28787

Telephone: 828-707-1404 [day] 828-707-0734 [fax]

PROPERTY STREET ADDRESS: 2413 Oak Haven St. Beaufort 29902

Tax Map No.: R120 005 000 0276 0000

Parcel No.: 00225143

Pursuant to Section 6-29-1145 of the South Carolina Code of Laws, is this tract or parcel restricted by any recorded covenant that is contrary to, conflicts with, or prohibits the activity described in this application?
 Yes No

DESIGNATION OF AGENT [complete only if owner is not applicant]:

I (we) hereby appoint the person named as Applicant as my (our) agent to represent me (us) in this application.

Date: _____

Owner's Signature: _____

I (We) certify that the information in this application is correct.

Date: 4/4/15
4/4/15

Applicant's Signature: Burckie + Barbara S. Thompson

City of Beaufort Zoning Board of Appeals

1911 Boundary Street

Beaufort, South Carolina 29902

Phone: (843) 525-7011, Fax: (834) 986-5606

E-Mail: planning@cityofbeaufort.org

Revised October 7, 2010

APPLICATION FOR SPECIAL EXCEPTION

Applicant hereby appeals to the Zoning Board of Appeals for a special exception for a (ex. Type 2 Home Occupation) Special Use, Short Term Rental

on property described on Page 1, which is permitted by special exception under the district regulation in Section 5.1 of the Unified Development Ordinance (UDO).

1. Applicant will meet the standards in Section 3.16.D of the UDO which are applicable to the proposed special exception in the following manner:

- a. The proposed use is compatible with existing land uses in the surrounding area as follows: There are other short term properties in the area. Short term residential use is residential and conforms with surrounding properties.
- b. The proposed site plan, circulation plan, and schematic architectural designs are harmonious with the character of the surrounding area in that: No changes to the structure.
- c. The likely impact on public infrastructure such as roads, parking facilities, and water and sewer systems, and on public services such as police and fire protection and solid waste collection, and the ability of existing infrastructure and services to adequately service the proposed use without negatively impacting existing uses in the area and in the City are as follows: There is no additional impact. The property has been used as a residence and there will be no impact on density.
- d. The proposed use(s) and designs are in general conformity with the City's comprehensive Plan and any other plans officially adopted by the City in that: There are no changes to the property and it will still be used as a residence.
- e. The likely impact on public health and safety is as follows: We expect no impact on public health and safety because the density and residential use will not change.
- f. Potential creation of noise, lights, fumes, dust, smoke, vibration, fire hazard, or other injurious or obnoxious impacts is as follows: None Foreseen

[A site plan must be submitted]

DocuSign Envelope ID: 18630BB1-6978-4635-6C60-5E094F803CB3

File No. 1A005276

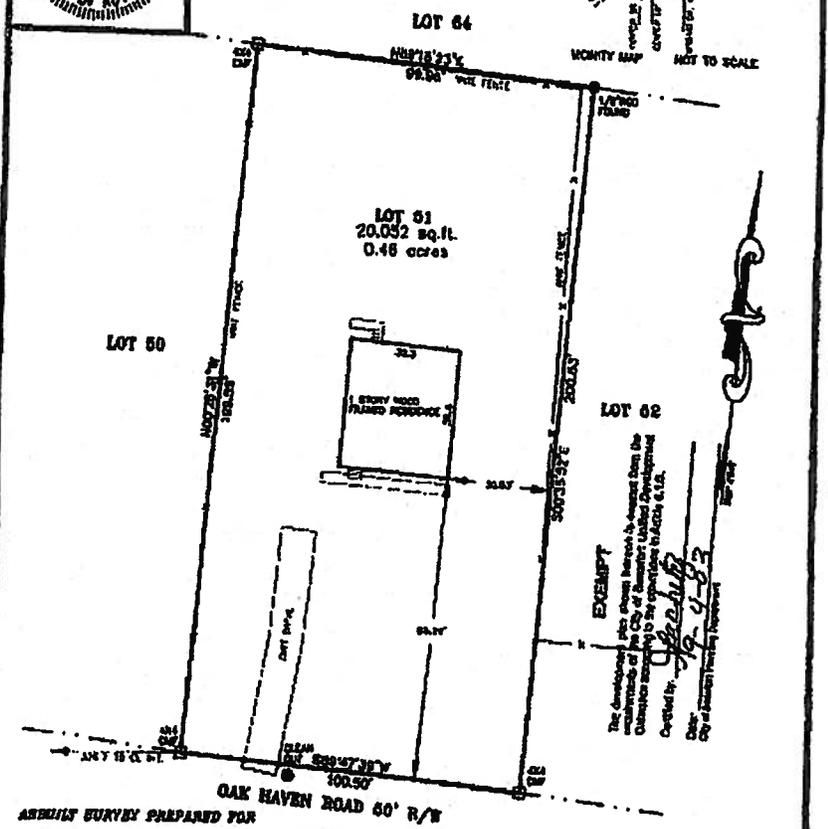
SITE PLAN

Plan Owner or Owner: **Lorraine N. Hutto**
 Property Address: **2413 Oak Haven Street**
 City: **Beaufort** County: **Beaufort** State: **SC** Zip Code: **29902**
 Class:



GASQUE & ASSOCIATES INC.
LAND SURVEYORS & PLANNERS
 28 PROFESSIONAL VILLAGE CIRCLE, BEAUFORT, S.C.
 P.O. BOX 1383, BEAUFORT, S.C.
 PHONE (843) 522-1788

OR BK 01855 PAGE 1820



EXEMPT
 The development site shown hereon is exempt from the requirements of the City of Beaufort Urban Development Ordinance relating to the operation of U.L.A.
 Certified by: *[Signature]*
 Date: **7-1-83**
 City of Beaufort Planning Department

ASHULT SURVEY PREPARED FOR
CHARLES P. HALL & MEREDITH H. RICHARD

BEING LOT 61, RIBBULT PARK AS SHOWN ON A PLAN BY ARTHUR G. CHRISTENSEN DATED JULY 1947
 REVISED JULY 1948 BY R.P. PRAGER AND RECORDED IN PLAT BOOK 7 PAGE 13
 BEAUFORT COUNTY R.L.C. OFFICE.
 BEAUFORT TAX MAP 130-805-000-0276
 LOCATED ON FORT ROYAL ISLAND, BEAUFORT COUNTY, SOUTH CAROLINA.
 THE CERTIFIER HAS NOT INVESTIGATED OR BEEN DETERMINED TO INVESTIGATE THE EXISTENCE OF

DS
 BST DS
 BKT



CITY OF BEAUFORT
CONTACT LIST FOR SHORT TERM RENTAL
LOCATED AT 2413 Oak Haven St

PROPERTY OWNER:

Name: Birchie + Barbara Thompson
Address: 12 Hope Ln, Weaverville, NC 28787
Phone: 828-707-1404 or 823-707-0734
E-Mail: birchiethompson@yahoo.com

PROPERTY MANAGER: (PRIMARY)

Name: JC Cuppis
Address: 69 Robert Smalls Pkwy Suite 1A
Phone: 843-812-4494
E-Mail: beaufortvacationrentals@gmail.com

PROPERTY MANAGER: (BACK-UP)

Name: Beaufort Rentals
Address: 69 Robert Smalls Pkwy Suite 1A
Phone: 843-252-4249
E-Mail: vacation@beaufortrentals.net

PROPERTY MANAGER (SECONDARY BACK-UP)

Name: Beaufort Rentals Emergency Line
Address: "
Phone: 843-321-8514
E-Mail: beaufortrentals@gmail.com

MANAGEMENT Agreement
Beaufort Rentals LLC

This Agreement is made by and between Beaufort Rentals LLC and, Burchie + Barbara Thompson hereinafter referred to as OWNER to secure the services of Beaufort Rentals, LLC and all of its employees in the management of real property known as 2413 Oak Haven St. Beaufort, SC 29902 referred to as PREMISES, for a period beginning on _____ and ending on _____, and subject to the following terms.

1. **APPOINTMENT AND AUTHORITY OF BEAUFORT RENTALS, LLC**

A. OWNER hereby appoints Beaufort Rentals, LLC as the sole and exclusive property manager to rent, lease, manage, and operate the PREMISES. The OWNER, however, retains the right to make all management decisions concerning establishing parameters for the new tenants, rental terms, and capital or repair expenditures in excess of \$200.00, and must advise Beaufort Rentals, LLC of these terms at the onset of this Agreement.

B. It is agreed that Beaufort Rentals, LLC is entitled to compensation as provided herein in connection with any lease that may be executed during the term of this Agreement, even if said lease was negotiated by the OWNER or any other party. Beaufort Rentals, LLC shall be paid compensation at the rate as provided herein in connection with any lease which is being negotiated at the time of termination of this Agreement if the tenant was introduced to the PREMISES by Beaufort Rentals, LLC.

C. The OWNER agrees to deposit with Beaufort Rentals, LLC two hundred dollars (\$200.00) to be placed in a non-interest bearing escrow account. These funds are to be used only for repairs and maintenance items and will be replaced out of current rent money as necessary to keep the amount at the same level.

2. **TERMS IN THE EVENT THAT THE PREMISES ARE RENTED OR LEASED THROUGH THE EFFORTS OF BEAUFORT RENTALS, LLC, AND THE LEASE TERM RUNS LONGER THAN THE TERMS OF THE AGREEMENT, BEAUFORT RENTALS, LLC SHALL CONTINUE TO BE COMPENSATED AS STATED IN PARAGRAH 5.**

A. In the event that the PREMISES is not rented or leased within sixty (60) days of the date of this Agreement, or remains vacant without being subject to a lease for any sixty (60) day period, either party may terminate this Agreement upon thirty (30) days written notice to the other party of such intention to terminate, provided that such written notice is delivered to the other party prior to the rental or lease of the PREMISES through the efforts of Beaufort Rentals, LLC. If the PREMISES contain multiple rental units, the termination provisions of this section will only apply if all units were not rented or leased within sixty (60) days of the date of this Agreement, or all units remained vacant for any sixty (60) day period. Termination of this Agreement shall not adversely affect the rights of tenants under then existing leases.

B. With thirty (30) days written notice, either party may terminate this Agreement at the end of the initial term if the PREMISES is vacant, but if no notice is given, then this Agreement will be extended on a month-to-month basis on the same terms and conditions contained in the Agreement. Thirty (30) days written notice by either party is required prior to termination during such month-to-month arrangement.

3. **REPAIRS ALTERATIONS AND CREDITS**

OWNER hereby gives Beaufort Rentals, LLC the following authority and powers and agrees to pay promptly on demand all legitimate expenses in connection with the following: to purchase necessary supplies; to contract for such utility services as Beaufort Rentals, LLC may deem advisable; to make necessary repairs to the PREMISES without the express written consent of OWNER, limited to \$200.00 in any month, and to make OWNER authorized alterations and decorations. In addition to other authority of Beaufort Rentals, LLC, Beaufort Rentals, LLC may pay or incur without limitation on behalf of OWNER monthly or recurring operating charges and/or emergency repair, if, in the reasonable opinion of Beaufort Rentals, LLC, such repairs are necessary to protect the property from damage or maintain services to the tenants as called for in state law or the Rental Agreement. Beaufort Rentals, LLC is authorized on behalf of OWNER to hire, discharge, supervise and pay any employees or contractor for work performed. All providers of services shall be deemed to be acting on behalf of the OWNER and not Beaufort Rentals, LLC. Beaufort Rentals, LLC will not be liable to the OWNER or others for any fact, default or negligence on the part of such persons, contractors or other workmen, providing Beaufort Rentals, LLC has taken reasonable care in engaging them, or their employers. While all tenant rental contracts state there is no compensation for temporary disruption of essential services of the property during the period the property is rented, Beaufort Rentals, LLC is authorized to make rental rebates as Beaufort Rentals, LLC deems appropriate. Beaufort Rentals, LLC is authorized,

and shall use its best efforts to correct any such problems as quickly as possible in order to maximize rental income. In the event maintenance and repairs are necessary during months when no rental revenue is received, the OWNER will be billed direct for such incurred expenses.

4. BEAUFORT RENTALS, LLC'S RESPONSIBILITIES

In addition to the foregoing, Beaufort Rentals, LLC will perform the following functions on the OWNER'S behalf:

A. Make reasonable efforts to collect all of the rents and other fees due from the tenants when such amounts become due, and deposit same into an agency account maintained on behalf of the OWNER, but Beaufort Rentals, LLC does not guarantee the payment of any tenant's rent;

B. Withdraw from such account all funds needed for proper disbursements for expenses payable by the OWNER including without limitation, Beaufort Rentals, LLC's compensation; remit balance of rent to the OWNER at OWNER's address, or deposited in an account specified by the OWNER. Any disbursements sent will be accompanied by a written statement. If the disbursements are deposited in the OWNER's account, the OWNER will receive a statement every quarter.

C. Beaufort Rentals, LLC shall make a good faith effort to obtain tenants for the PREMISIS, but can not make any guarantee that tenants can be found.

D. Collect and place into escrow accounts, as required by law, security deposits under any lease. Beaufort Rentals, LLC is authorized to disburse the security deposit at such times and to such persons as Beaufort Rentals, LLC shall in good faith believe to be entitled to such funds in accordance with the South Carolina Laws governing security deposits. Any interest earned on said deposits, shall with tenant's permission belong to Beaufort Rentals, LLC. It is understood and agreed between the parties that it is not the responsibility of Beaufort Rentals, LLC to make a complete inventory and inspection of each item upon each vacation of the premises by the tenant, but rather generally inspect for major item loss and damage. The OWNER agrees to save Beaufort Rentals, LLC harmless of liability of cost of damages or theft caused by tenants or others.

E. While each property will have its own individual Internet advertisement, Beaufort Rentals, LLC will group all rental properties by location, similarity and number of bedrooms and use this grouping to encourage renters requesting booked properties to book a similar unit under our management. Owners proceeds will vary based upon property owners and owner guests use, quality of décor and amenities of property, location and view.

5. BEAUFORT RENTALS, LLC'S COMPENSATION for rental periods more than sixty (60) days

A. SET UP - \$125.00 Set up fee payable upon execution of this contract.

B. FOR MANAGEMENT - a fee equal to 12.00% of gross rent receipts collected including all sums collectible under any leases, with a minimum of \$40.00, and 50% of any late charges.

B. CHARGES TO TENANTS - Returned Check Charges, Security Deposit Administration Charge and application fees paid by tenants under any lease are the property of Beaufort Rentals, LLC to offset expenses in enforcing the respective provisions.

C. If the PREMISES is sold prior to leasing the OWNER must pay Beaufort Rentals, LLC a fee of fifty dollars (\$50.00) per month that the home was advertised for lease. The fee must be accompanied with a written termination letter.

6. BEAUFORT RENTALS, LLC'S COMPENSATION for rental periods less than sixty (60) days

A. SET UP - \$325.00 Set up fee payable upon execution of this contract.

B. ANNUAL RENEWAL - \$200.00 fee due upon the anniversary of this contract.

B. FOR MANAGEMENT - a fee equal to 20.00% of gross rent receipts collected including all sums collectible under any leases, with a minimum of \$40.00, and 50% of any late charges.

B. CHARGES TO TENANTS - Returned Check Charges, Security Deposit Administration Charge and application fees paid by tenants under any lease are the property of Beaufort Rentals, LLC to offset expenses in enforcing the respective provisions.

7. INDEMNIFICATION

OWNER agrees (a) to indemnify, defend and save Beaufort Rentals, LLC harmless from all loss, expense, damage, claim, suits and costs whatsoever (including without limit attorney's fees and expenses) incurred and arising from performance or attempted performance by Beaufort Rentals, LLC of its duties and powers hereunder whether for personal injury, personal property damage and/or property damage suffered by any person whomsoever on or about the PREMISIS or otherwise, and (b) to carry at OWNER'S expense liability insurance of at least \$300,000 to protect

the interest of the parties hereto. Beaufort Rentals, LLC also shall not be liable for any error of judgment or for any mistake of fact or law or for anything which Beaufort Rentals, LLC may do or refrain from doing, hereinafter, except in cases of willful misconduct or gross negligence. Beaufort Rentals, LLC shall not be responsible for any damage to the PREMISES, under any circumstance, by the tenant or others.

8. **LEGAL PROCEEDINGS**

Beaufort Rentals, LLC is empowered to sign and/or cancel leases on OWNER's behalf, to enforce the provisions of same, to institute legal action or other proper proceedings to collect rents and other sums due, and when expedient, to settle, compromise and release such sections and suits, and to dispossess tenants, and other persons, including without institution of eviction proceedings in the name of and on behalf of OWNER. Beaufort Rentals, LLC may select the attorney of Beaufort Rentals, LLC's choice to handle any such matter and incur court costs at OWNER's expense. Beaufort Rentals, LLC is not responsible for defending OWNER against any claim brought in a proceeding or court action.

9. **BINDING AUTHORITY**

This Agreement shall be binding upon the successors and assigns of Beaufort Rentals, LLC, and upon the heirs, administrators, executors, successors, and assigns of OWNER.

10. **COMMUNICATIONS/NOTICE**

OWNER agrees to receive any and all communication from the Beaufort Rentals, LLC at the address, phone, and fax numbers and the email address below. Any notice required or permitted to be given pursuant to the provisions of this Agreement shall be deemed given (1) when delivered personally, or (2) on the date such notice is deposited in the United States Mail, postage prepaid, certified or registered mail, return receipt requested, at following address.

Beaufort Rentals LLC
P.O Box 745
Beaufort, SC 29901
Phone: (843) 812-4494
Fax: (843) 379-4270
Email: vacation@beaufortrentals.net

OWNER
Buckie + Barbara Thompson
12 Hope Lane
Deleville, NC 29902
Phone: 828-707-1404 or 828-707-0734
Fax: _____
Email: buckie.thompson@yahoo.com

11. **OWNER REPRESENTATIONS AND WARRANTIES**

A. OWNER represents and warrants to Beaufort Rentals, LLC that, to the best of OWNER's knowledge, the PREMISES are free of hazardous and/or toxic wastes and/or substances (as such terms are defined under applicable federal and state laws); that the PREMISES are fit for human habitation; that there are no hidden or latent defects or conditions on or affecting the PREMISES, that the PREMISES are not the subject of any order to repair or to demolish or other order of any governmental authority; that the PREMISES comply with all currently applicable laws, statutes and governmental rules and regulations; that the OWNER will at all times during the term of this Agreement fully and promptly comply with the lawful requirements of all applicable governmental authorities.

B. OWNER declares that all mortgage payments have been made and account is current.

C. OWNER declares that there are operating smoke detectors on the PREMISES.

12. **FORCE MAJEURE**

Any delays in the performance of any obligation of Beaufort Rentals, LLC under this Agreement shall be excused to the extent that such delays are caused by wars, national emergencies, natural disasters, strikes, labor disputes, utility failures, governmental regulations, riots, adverse weather, and other similar causes not within the control of Beaufort Rentals, LLC, and any time periods required for performance shall be extended accordingly.

13. **PAYMENT FROM OWNER'S FUNDS**

Beaufort Rentals, LLC shall have no duty to expend Beaufort Rentals, LLC's individual funds in fulfillment of Beaufort Rentals, LLC's responsibilities under this Agreement. All payments required or permitted to be made by Beaufort Rentals, LLC shall be made from OWNER's funds. OWNER agrees to deposit with Beaufort Rentals, LLC promptly on demand such funds as may be necessary in Beaufort Rentals, LLC's reasonable judgment for performance by Beaufort Rentals, LLC as provided in this Agreement.

14. **BINDING EFFECT**

This Agreement shall be binding on, and for the benefit of the parties hereto and their respective heirs, successors and assigns. This Agreement shall be governed by, interpreted under and enforced in accord with the law of the State of South Carolina. This along with the property checklist is the entire Agreement between the parties and may not be modified except in writing signed by both parties.

15. **SURVIVAL**

Indemnification and other provisions of this Agreement which benefit Beaufort Rentals, LLC shall survive any termination of this Agreement.

16. **CREDIT CARD CHARGES**

Beaufort Rentals, LLC may allow for payments of rents or damage deposits to be made by credit card for those rentals periods less than sixty (60) days. Bank charges related to the use of credit cards for payment of rent or deposits for rental periods less than sixty (60) days shall be deducted from the OWNER'S payout as an additional cost.

17. **OWNER'S USE**

OWNER, family, and personal guests will be allowed to use the property at any time if no prior reservation has been made and OWNER requests and obtains confirmation of a reservation for the period in question through Beaufort Rentals, LLC. OWNER'S account will be charged the appropriate cleaning fee unless prior payment arrangements are made with Beaufort Rentals, LLC. OWNER and OWNER'S personal guests agree to observe the standard check-in and checkout times unless arrangements are made prior to arrival through Beaufort Rentals, LLC.

18. **RENTAL INCOME**

OWNER acknowledges that Beaufort Rentals, LLC makes no guarantee regarding amounts of rental income or expenses and that no inducements or representations of annual income or tax benefits have been made.

19. **PREMISES FOR SALE**

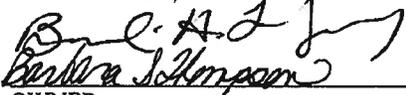
The OWNER agrees to advise Beaufort Rentals, LLC in writing when the property is to be for sale. Salespersons must comply with the procedures established by Beaufort Rentals, LLC regarding sales and sign out of keys to the property. Beaufort Rentals, LLC specifically denies and the OWNER hereby release Beaufort Rentals, LLC from all responsibilities for any loss suffered by the OWNER as the result of issuance of keys to salespersons. The OWNER agrees to direct all suggestions, complaints and requests for special arrangements, in writing, directly to the office of Beaufort Rentals, LLC.

WHEREFORE, the parties have executed this Management Agreement or caused the same to be executed by their authorized representative.

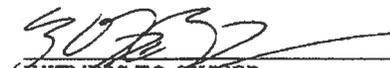
THIS Agreement supersedes all prior written or oral Agreements and can be amended only through a written Agreement signed by both parties

IN WITNESS WHEREOF, the parties hereto have subscribed their names on this 4th day of April, 2015.

Beaufort Rentals, LLC


OWNER

WITNESS TO Beaufort Rentals, LLC


WITNESS TO OWNER



RENTAL RULES AND REGULATIONS

Property Address: __ 2413 Oak Haven St _____

__ Beaufort, SC 29902 _____

1. **CHECK-IN TIME IS AFTER 3 P.M. EST AND CHECK-OUT IS 10 A.M. EST.**
2. This is a **NON SMOKING** unit.
3. **Pets** are not permitted in rental units unless arrangements are made previously. In the event that pets are permitted they are not to be left unattended outside.
4. We will not rent to vacationing students or singles under 25 years of age unless accompanied by an adult guardian or parent.
5. **NOISE ORDINANCE**- There is to be no amplified music between the hours of 9:00 PM and 8:00 AM.
6. **DAMAGE/RESERVATION DEPOSIT**- A damage/reservation deposit of \$200.00 is required. This must be received within seven (7) days of booking the reservation. The deposit automatically converts to a security/damage deposit upon arrival. The deposit is NOT applied toward rent; however, it is fully refundable within (14) days of departure, provided the following provisions are met.
 - a. No damage is done to unit or its contents, beyond normal wear and tear.
 - b. No charges are incurred due to contraband, pets or collection of rents or services rendered during the stay.
 - c. All debris, rubbish and discards are placed in outside trashcan, and soiled dishes are placed in the dishwasher and cleaned. One load of laundry is started.
 - d. All keys are left in the lock box and the unit is left locked.
 - e. All charges accrued during the stay are paid prior to departure.
 - f. No linens are lost or damaged.
 - g. NO Early check-in or late check-out.
 - h. The renter is not evicted by the owner (or representative of the owner), the local law enforcement, the security company employed by Beaufort Rentals, LLC.
1. **PAYMENT** - An advance payment equal to 50% of the rental rate is required 60 days before arrival. The advance payment will be applied toward the room rent. Please make payments in the form of credit card, traveler's checks, bank money orders, cashier's checks or personal checks payable to Beaufort Rentals, LLC. The advance payment is not a damage deposit. The **BALANCE OF RENT** is due fourteen (14) days before your arrival date.
2. **CANCELLATIONS** - A sixty (60) day notice is required for cancellation. Cancellations that are made more than sixty (60) days prior to the arrival date will incur no penalty. Cancellations or changes that result in a shortened stay, that are made within 60 days of the arrival date, forfeit the full advance payment and damage/reservation deposit. Cancellation or early departure does not warrant any refund of rent or deposit.
3. **MONTHLY RESERVATION CANCELLATIONS** - Monthly renters must cancel one hundred twenty (120) days prior to check-in. Monthly renters who make a change that results in a shortened stay must be made at least ninety (90) days prior to check-in.
4. **MAXIMUM OCCUPANCY**- The maximum number of guests is limited to __5__ persons.
5. **MINIMUM STAY**- THIS PROPERTY REQUIRES A THREE (3) NIGHT MINIMUM STAY.

Longer **minimum stays** may be required during holiday periods.

6. INCLUSIVE FEES - Rates include a one-time linen-towel setup. Amenity fees are included in the rental rate.

7. NO DAILY MAID SERVICE - While linens and bath towels are included in the unit, daily maid service is not included in the rental rate however is available at an additional rate. We do not permit towels or linens to be taken from the house.

8. RATE CHANGES - Rates subject to change without notice.

9. FALSIFIED RESERVATIONS - Any reservation obtained under false pretense will be subject to forfeiture of advance payment, deposit and/or rental money, and the party will not be permitted to check-in.

10. WRITTEN EXCEPTIONS - Any exceptions to the above mentioned policies must be approved in writing in advance.

11. PARKING - Renters must park in the designated driveway, there is to be no parking on the grass or roadway. **Maximum of 3 OVERNIGHT GUEST VEHICLES.** Failure to comply may result in towing of vehicle at renter's expense.

12. Trash - Renters are responsible for taking the trashcan to the roadside for pick up Thursday morning. All trash cans must be removed from the roadside within 24 hours of pick up.

13. HURRICANE OR STORM POLICY - No refunds will be given unless:

- a. The National Weather Service orders mandatory evacuation in a "Tropical Storm/Hurricane Warning area" and/or
- b. A "mandatory evacuation order has been given for the Tropical Storm/Hurricane Warning" area of residence of a vacationing guest. The day that the National Weather Service orders a mandatory evacuation order in a "Tropical Storm/Hurricane Warning," area, we will refund:
 - a. Any unused portion of rent from a guest currently registered,
 - b. Any unused portion of rent from a guest that is scheduled to arrive, and wants to shorten their stay, to come in after the Hurricane Warning is lifted; and
 - c. Any advance rents collected or deposited for a reservation that is scheduled to arrive during the "Hurricane Warning" period.

By Signing Below, I agree to all terms and conditions of this agreement

Signature: _____ **Date** _____