

**SPECIAL EXCEPTION APPLICATION  
1709 DUKE STREET**

City of Beaufort Zoning Board of Appeals  
1911 Boundary Street  
Beaufort, South Carolina 29902  
Phone (843) 525-7011, Fax (843) 986-5606  
E-Mail: [planning@cityofbeaufort.org](mailto:planning@cityofbeaufort.org)  
\*Revised October 7, 2010\*

Ap 13859

Application Fee  
\$300

**PAID**  
MCM 9/21/16

**SPECIAL EXCEPTION APPLICATION**

OFFICE USE ONLY: Date Filed: 9-21-16 Application #: ZB16-20 Zoning District: G12

**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): Tamara O'Neill  
Address: 3244 Millwood Trail SE, Smyrna, GA 30080  
Telephone: 404-731-1579 [day] \_\_\_\_\_ [fax]  
E-mail: tamaraoneill@att.net

OWNER(S) if other than Applicant(s): \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_ [day] \_\_\_\_\_ [fax]

PROPERTY STREET ADDRESS: 1709 Duke Street, Beaufort, SC 29902  
Tax Map No.: \_\_\_\_\_  
Parcel No.: R120 003 000 0135 0000

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   x   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: 9/15/2016 Applicant's Signature: Tamara O'Neill

**City of Beaufort Zoning Board of Appeals**  
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\*Revised October 7, 2010\*

**APPLICATION FOR SPECIAL EXCEPTION**

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Applicant hereby appeals to the Zoning Board of Appeals for a special exception for a (ex. Type 2 Home Occupation) 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: yes

b. The proposed site plan, circulation plan, and schematic architectural designs are harmonious with the character of the surrounding area in that: yes

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: none

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: yes

e. The likely impact on public health and safety is as follows: No impact

f. Potential creation of noise, lights, fumes, dust, smoke, vibration, fire hazard, or other injurious or obnoxious impacts is as follows: No potential

[A site plan must be submitted]

Seaside Residential Management, Inc.  
1551 Sea Island Parkway  
St. Helena, SC 29920

Rental and Property Management Agreement TermSheet

Effective Date	
Owner(s) Name & Contact information	Tamara O'Neill 404-731-1579
Property Name and Address	1709 Duke Street
Rental Management Fee %	30%
Cost of Stay charge	N/A
Property Management Services	Leasing, Departure Cleans, Comprehensive Cleans, General Upkeep, Property enhancement project management and oversight
Reserve Amount	\$1000
Peak Seasons and Owner Availability	All year, Owner may use when unoccupied
Pet terms	Pets Allowed: Y or N (please mark) Pet fees are allocated to Agent
Comp Stay terms	7 nights/year
Other Services	N/A

Seaside Residential Management, Inc.  
1551 Sea Island Parkway  
St. Helena, SC 29920

**RENTAL AND PROPERTY MANAGEMENT AGREEMENT**

This Agreement is between Owner and Seaside Residential Management, Inc. ("SRM"). Owner appoints SRM as Owner's exclusive agent for managing, operating, marketing, promoting and renting Owner's property for the use of individual guests.

**1. Rental Management Services.**

Owner appoints SRM as its exclusive agent to market and lease the Property for guest stays on behalf of Owner for the Term of this Agreement. SRM will perform the following for Owner (collectively the "Rental Services"):

- Advertise, market, promote and list the Property as a vacation destination and rental property.
- Provide central concierge and reservation functions to handle guest reservations, activity bookings, and other guest services.
- Provide dedicated Base Team Account Manager to care for the Property and Owner.
- Prepare the Property for guest stays, including scheduling housekeeping and linen services.
- Lease the Property to guests.
- Collect all deposits, fees and rental amounts from guests.
- Collect, file and pay any applicable lodging, gross receipts or transient taxes.
- Remit all Rental Revenue to Owner less any fees and reimbursements due to SRM.
- Provide financial and accounting statements to Owner.

Owner agrees that SRM has the exclusive right to provide the Rental Services and will be the exclusive property manager and rental agent for the Property during the Term. No other third party, including Owner, will advertise or offer for rent, lease or license the Property during the Term. Any rental Revenue received by Owner or any third party during the Term will be transferred to SRM and accounted for as if originally received by SRM under this Agreement.

**2. Property Management Services.**

SRM will provide property management services as requested by Owner which could include lawn maintenance, snow removal, home repair, furnishings, and other services ("Property Management Services"). For Property Management Services, Owner will pay to SRM the fees as quoted to Owner for requested services.

SRM will deduct the Property Management Services fees from Rental Revenue payable to Owner or charge the Property Management Service fees to a credit card as directed by Owner. Payment of any Property Management Services fees which exceed available Rental Revenue is due immediately upon delivery of an invoice from SRM to Owner. SRM may use a third party or subcontractor to perform Property Management Services.

**3. Term.**

Seaside Residential Management, Inc.  
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The Agreement shall commence on the Effective Date, continue for one year, and automatically renew for successive one year terms (the "Term") unless either party terminates this Agreement by providing a termination notice at least 60 days prior to the expiration of any Term.

Any termination shall be subject to existing reservations and reservations taken during the 60 day notice period. Both parties agree to honor all confirmed reservations held at the time of termination. Revenue from confirmed reservations held at the time of termination will be paid out to Owner following the guest stay. After termination, SRM may withhold sufficient funds to pay bills that may have been incurred but not yet invoiced prior to termination. If the Rental Revenue held by SRM at the date of termination is insufficient to pay all fees, amounts, reimbursements or deductions owed to SRM, Owner shall pay any such amounts immediately upon receipt of an invoice from SRM.

#### **4. Rental Terms.**

SRM will exclusively establish rental rates, terms and conditions, minimum stays, and marketing strategies for the Property. SRM may adjust all rental terms in response to seasonal demand, competition or market conditions. SRM will establish, execute and administer agreements with guests for rental of Owner's Property (the "Rental Agreements"). SRM may take bookings and execute Rental Agreements up to 24 months in advance of the guest stay. SRM may terminate Rental Agreements, negotiate with and provide refunds to guests, institute actions to oust guest, sue to recover amounts owed by guests, and settle any claims, actions or suits.

SRM will place all advance payments and rental fees from guests in one or more trust accounts. Payments may be deposited in an interest bearing trust account and, if allowable, any interest will accrue to the benefit of SRM.

SRM is authorized to pay all expenses of the operation and management of the Property (including amounts due to SRM) from Owner's funds without prior notice to Owner. If Rental Revenue is insufficient to cover the Property's expenses, SRM will notify Owner and Owner shall immediately provide funds enabling SRM to timely pay the Property's obligations. SRM is not required to expend SRM funds to pay for Property or Owner expenses. SRM may (but is not obligated) make any repairs to the Property which, in SRM's discretion, may be necessary to preserve, maintain and protect the Property. However, all providers of services shall be deemed to be acting on behalf of Owner, and SRM shall not be liable to Owner or others for any act, default or negligence on the part of such contractors or other workmen. SRM will not make any non-recurring improvements which cost more than \$500.00 without the prior written approval of Owner, except that in the case of an emergency, SRM may make any necessary improvements on behalf of Owner without prior written approval in order to preserve the Property or prevent further damage or injury.

#### **5. Rental Fees and Expenses.**

For Rental Services, Owner will pay SRM a percentage of the accommodation revenue collected on all Rental Agreements entered into during the Term (the "Management Fee"). Accommodation revenue refers to all rental amounts, deposits, and rental amounts retained by SRM due to guest cancellation, minus taxes and the cost of stay charge. SRM may charge guests cancellation fees, pet fees and other booking fees which shall belong to SRM, are not included in accommodation revenue, and are

**Seaside Residential Management, Inc.**  
**1551 Sea Island Parkway**  
**St. Helena, SC 29920**

not subject to the Management Fee. In the event that Owner collects accommodation revenue after the termination of this Agreement for reservations confirmed prior to termination, Owner shall pay to SRM the Management Fee when such accommodation revenue is collected by Owner.

SRM will deliver Rental Revenue to Owner no later than the last day of the month following the month in which such amounts are earned. Rental Revenue includes all accommodation revenue less the Management, Property Management Services and Other Services fees and expenses. Should any fees due to SRM exceed available Rental Revenue, payment will be due immediately upon delivery of an invoice from SRM. For any balances due to SRM and not timely paid by Owner, a late charge of one and one-half percent (1.5%) per month shall be applied to the balances from the date such balances accrued.

#### **6. Owner and Complimentary Stays**

Owner must notify SRM via the Owner's Portal of any specific dates that Owner desires to use the Property and must receive a confirmation from SRM prior to occupying the Property. Owner's use around peak rental periods must be booked with SRM at least six (6) months in advance. Owner must not occupy the Property during any time that the Property is subject to a guest reservation. SRM will charge Owner a Cost of Stay Charge for each Owner or Owner guest stay.

SRM may host travel professionals (for example, agents, tour operators, editors/writers, and meeting planners) and SRM employees and agents at the Property on a complimentary basis. SRM will not charge Owner a Cost of Stay Charge for complimentary stays. The Property may be occupied for complimentary stays for a period of not more than seven (7) nights per year, excluding holiday periods and only if there is no confirmed guest reservation.

#### **7. Owner Obligations.**

Throughout the Term of this Agreement, Owner will:

- Maintain the Property in good condition and according to the Residence Guidelines including authorizing SRM to conduct an annual deep clean and to make any repairs or replacements as necessary to keep the Property in rentable condition and up to brand standards (subject to SRM's authority under this Agreement).
- Establish a reserve fund in the Owner account for Property expenses.
- Maintain comprehensive general public liability insurance covering any and all claims or demands arising out of the operating, renting or maintenance of the Property. Coverage must be at least \$500,000 per occurrence and must name SRM as an additional insured.
- Provide and be responsible for the payment of all utilities and support services for the Property, including HOA and resort dues, water and sewer, electrical, local telephone service, cable TV, trash pick-up, pest control and landscaping (unless these services are provided by SRM as Property Management Services).
- Promptly notify SRM if the Property is to be listed for sale. Showings may be made only at times previously scheduled through SRM, with a minimum of 24 hours' notice and are subject to guest consent. Owner agrees that any transfer of the Property will be subject to existing

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Rental Agreements that are to end no later than twelve months from the date the transfer is recorded.

**8. General Terms.**

This Agreement, the Term Sheet, and the Residence Guidelines constitute the entire agreement between the parties and may only be amended in a written agreement of both parties. A failure by one party to enforce any term of this Agreement will not be deemed a waiver of any other terms of this Agreement. Any notice required to be delivered under this Agreement shall be deemed delivered if delivered to the Owner's Portal or sent by courier, post, email, or fax to the contact information found in the Term Sheet. Owner agrees to maintain proper contact information with SRM.

Each party represents and warrants that:

- They have the full power, authority and right to perform their obligations under this Agreement.
- This Agreement is valid and binding on each Party and each Party's heirs, legal and personal representatives, successors and assigns.
- They have obtained any and all licenses, permits and approvals required under applicable laws to perform and comply with this Agreement.
- They agree to conduct their activities in regard to this Agreement without respect to the race, color, religion, sex, national origin, handicap or familial status of any guest or prospective guest.

Owner represents and warrants that Owner is the sole, fee simple title owner of the Property, with no existing leases, agreements of sale, options, tenancies, licenses or any other claims to possession affecting the Property, whether oral or written.

Owner agrees to indemnify, defend and hold harmless SRM and SRM's employees and agents from any and all liability, claims, demands, actions and causes of action whatsoever (including reasonable attorney's fees and costs) arising out of or related to any loss, bodily injury, death or damage to property of any kind that may be sustained by SRM or guests. SRM agrees to indemnify, defend and hold harmless Owner from any and all liability, claims, demands, actions and causes of action whatsoever (including reasonable attorney's fees and costs) arising out of or related to any loss, bodily injury, death or damage to property of any kind arising from SRM's gross negligence or willful misconduct while performing this Agreement.

This Agreement will be governed by the laws of the state in which the Property is located and all disputes, claims and actions must be brought in the state in which the Property is located.

**OWNER:**

[REDACTED]

Seaside Residential Management, Inc.  
1551 Sea Island Parkway  
St. Helena, SC 29920

**Seaside Residential Management, Inc.:**

**By:**

**Name:**

**Title:**

## Libby Anderson

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**From:** Fleming, Juleigh B. <FlemingJB@scdot.org>  
**Sent:** Wednesday, October 19, 2016 9:12 AM  
**To:** Libby Anderson; Colin Kinton (ckinton@bcgov.net); Lauren Kelly  
**Subject:** FW: Approval Letter for Harris Teeter TIA  
**Attachments:** Access #2 Concept.pdf

The problem I see with this is they would be preventing the property on the opposite side of SC-802 from utilizing the two way left turn lane to make a two-stage left turn, which would make it pretty difficult for anyone to make a left out of that site.

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**From:** Jonathan.Guy@kimley-horn.com [mailto:Jonathan.Guy@kimley-horn.com]  
**Sent:** Tuesday, October 18, 2016 3:05 PM  
**To:** landerson@cityofbeaufort.org  
**Cc:** ckinton@bcgov.net; Fleming, Juleigh B.; ryan@andrews-sc.com; ted@argusdevelopmentgroup.com  
**Subject:** RE: Approval Letter for Harris Teeter TIA

Libby,

I wanted to follow up to your approval letter with the attached concept design for Access Point #2 and Sam's Point Road. As requested the concept must restrict the left-turning traffic out but, cannot restrict access to the parcel on the opposite side of the street. With this in mind a traditional left-over layout is not feasible as it will restrict both left-turn ingress and egress for the opposite side of the street. Therefore, we have developed the attached concept. Prior to us developing this in cad we would like to get concurrence on the concept.

This alternative utilizes a channelizing island on the exiting movement to force a right-turn only movement onto Sam's Point Road. In addition it further restricts a left-turning movement by installing a 4 ft concrete island on Sam's Point Road for approximately 110 +/- feet. The combination of these two devices will restrict the left-turning movement from the Access Point #2.

Please take a minute to review the attached concept. If you concur we will incorporate this into the site plan. Should you have any questions please do not hesitate to give me a call.

Thanks,

Jonathan

**Jonathan Guy, PE, AICP**  
**Kimley-Horn**  
Direct: 803-403-8560 | Mobile: 704-488-3055 | [www.kimley-horn.com](http://www.kimley-horn.com)

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**From:** Libby Anderson [mailto:landerson@cityofbeaufort.org]  
**Sent:** Thursday, October 06, 2016 2:24 PM  
**To:** Guy, Jonathan <Jonathan.Guy@kimley-horn.com>  
**Cc:** Colin Kinton (ckinton@bcgov.net) <ckinton@bcgov.net>; JuLeigh Fleming (flemingjb@scdot.org) <flemingjb@scdot.org>; Ryan Lyle (ryan@andrews-sc.com) <ryan@andrews-sc.com>; ted@argusdevelopmentgroup.com  
**Subject:** Approval Letter for Harris Teeter TIA

## RENTAL AGREEMENT

It is our goal to provide a rental experience that exceeds your expectations. This properties is furnished and equipped with the same level of quality that we have in our own home, and that we always hope to find in those we rent. We trust our renters to treat our things as they would their own. We will do everything possible to insure that you have a positive experience. It is a relatively new home, but should problems arise, please know that we will make sure they are fixed promptly with minimal interference.



We are so glad that you have chosen Hermitage House for your visit to our beautiful area! We will do all that we can to insure that they have a pleasant stay.

The property is located at:  
1709 Duke Street  
Beaufort, SC 29902

Check-in is after 4PM, and Check-out is before 10AM.

### PLEASE NOTE:

When you **check-out**, this home should look exactly as it did when you checked-in, **except:**

1. Any beds slept in should be unmade
2. Any towels used (incl beach towels) should be in the shower/tub
3. Any dirty dishes/utensils/pots/pans (and the coffee pot and filter basket if USED) should be loaded properly into the dishwasher and it should be started
4. The box of milk in the fridge may have been used (no need to replace)
5. The wee box of chocolates should have been eaten and enjoyed (not replaced)!
6. The exterior trash can and recycle bin should be full of your unwanted food items, trash, and recyclables
7. It should be **appropriately** dirty for a stay of no more than 7 days (housekeepers come weekly)
8. The thermostat should be placed on AC 78 degrees auto in the warm months, and Heat 68 auto in the cool months.

Thanks for choosing 1709 Duke and we look forward to your visit!

**PLEASE FILL ALL OUT AND BRING THIS ENTIRE DOCUMENT, SIGNED, AT CHECK-IN**

## RENTAL RULES:

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**ADDRESS:** 1709 Duke Street, Beaufort, SC 29902

**CHECK-IN TIME:** After 4 PM

**CHECKOUT:** Before 10 AM

**This is a NON SMOKING property –  
inside and outside.**

**PETS** - Pets are permitted in unit only with prior approval. An additional refundable \$200.00 per pet security deposit applies. All pets must be up-to-date on rabies vaccinations and all other vaccinations. Heartworm prevention is highly recommended. All pets are to be treated with Advantage or similar topical flea and tick repellent three (3) days prior to arrival. Fleas and ticks are very rampant in this area and can cause harmful/fatal illness to humans and pets. All items above are the sole responsibility of the pet owner.

Tamara O'Neill, assumes no responsibility for illness or injury that humans or pets may incur while on the premises. **NO DROOLING BREEDS ALLOWED.**

**SECURITY AND PET DEPOSITS** - These deposits ARE NOT applied toward rent and are fully refundable provided the following provisions are met:

- No damage is done to unit or its contents, beyond normal wear and tear.
- No charges are incurred due to contraband, **SMOKING (inside and out)**, pets, collection of rents, or services rendered during the stay.
- All debris, rubbish and discards are placed in the exterior trash container (or recycle bin, as appropriate), and soiled dishes (incl coffee pot and filter holder if used) are properly placed in the dishwasher – and dishwasher is **started**.
- Linens are left on beds (unmade, please) and **used** towels are placed in tub (do NOT wash).
- The unit is left locked.
- All charges accrued during the stay are paid prior to departure.
- No **UNIT CONTENTS**, including but not limited to linens, are lost or damaged. **PLEASE USE PADS PROVIDED TO REMOVE MAKE-UP, INSTEAD OF OUR WASHCLOTHS.**
- **NO** early check-in or late checkout unless approved in writing in advance by Tamara O'Neill.
- The renter is not evicted by the owner (or representative of the owner), the local law enforcement, or the security company employed by Tamara O'Neill.
- **HUNTING ISLAND State Park PASS NOW INCLUDED with rental** – If not returned to house upon check out, Guest will be charged \$75 to replace pass.

## 2 to 7 Nights in Historic Beaufort, South Carolina

**CANCELLATION POLICY** – 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 30 days of the arrival date, forfeit the full deposit and ½ of the rental rate. Cancellation or early departure does not warrant any refund of rent.

**MAXIMUM OCCUPANCY** – The maximum number of guests sleeping in the unit is limited to four (4) persons.

**MINIMUM STAY** – This property requires a two (2) night minimum stay.

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

**WEEKLY HOUSEKEEPING SERVICE** – While linens and towels are included in the unit, daily maid service is not included in the rental rate. However, with rentals of 2 weeks or longer, we do require that the house be cleaned weekly and the linens and towels all refreshed. This is important in order to maintain the level of care we offer. Our housekeeper will work for approximately 2 hours. Day and time are dependent on our housekeeping schedule, and you are welcome to be present for the cleaning or you may leave – your choice. This weekly cleaning fee is shown in your rental cost, but does not replace the charge to clean the house upon check-out. **\*\*\*WE ASK OUR GUESTS NOT TO LAUNDRY EITHER OUR SHEETS OR OUR TOWELS. I know this sounds stupid. If you MUST, feel free to wash the colored linens and towels. IF you insist on washing the whites, please do NOT wash with anything of color. Please.**

**RATE CHANGES** – Rates subject to change without notice.

**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.

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

**PARKING** – The property has onsite parking for 3 vehicles. On street parking is not necessary. **Parking on the road or median is NOT permitted. Any illegally parked cars are subject to towing; applicable fines/towing fees are the sole responsibility of the vehicle owner. No boat parking** – but Park Beaufort can reserve a space for your boat trailer/vehicle a short 7 blocks from the house for \$20/day. **Call 404731-1579 BEFORE YOU ARRIVE to get information and guarantee yourself a space.**

**CHARCOAL GRILL** – If not using the *Match Light* charcoal provided, please use the electric starter which is provided – NO lighter fluid please! We want to avoid the possibility of fire.

**WATER AND SEWER** – This house is on city water and sewer systems. It is an old house with old plumbing. DO NOT FLUSH anything down the toilet other than toilet paper. No feminine products should be flushed at anytime. If it is found that feminine products have been flushed and clog the system, you could be charged damages of up to two hundred dollars (\$200).

\*\*\*\*\* Also – should a guest **cause** a toilet clog that requires a plumber, the guest will be responsible for paying the plumber.

## 2 to 7 Nights in Historic Beaufort, South Carolina

**HEATING AND AIR CONDITIONING** – All of our houses have working, well maintained heat pumps for heating and cooling.

**In the warm months, the AC will NOT be set below 74 degrees. Should a quick cool down be needed, it may be set NO LOWER than 72, for no longer than 1 hour. Should the thermostat be set below this for an extended period and the compressor allowed to 'ice over' and freeze, guest assumes responsibility for the repair or replacement of the unit.**

**In the winter months, the unit will not be set above 76 degrees. Should the thermostat be set above this for an extended period of time, guest assumes responsibility for the repair or replacement of the unit.**

**HURRICANE OR STORM POLICY** – No refunds will be given unless:

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

**TRAVEL INSURANCE** – We highly recommend all guests purchase travel insurance. If you wish to purchase travel insurance, go to [www.InsureMyTrip.com](http://www.InsureMyTrip.com) for details and to purchase. VRBO also offers Carefree Rental Guarantee from HomeAway, which you can purchase directly from the web site.

This house is privately owned; the owners are not responsible for any accidents, injuries or illness that occurs while on the premises or its facilities. The Homeowners are not responsible for the loss of personal belongings or valuables of the guest. By accepting this reservation, it is agreed that all guests are expressly assuming the risk of any harm arising from their use of the premises or others whom they invite to use the premise.

### NOTES REQUIRED BY THE CITY OF BEAUFORT:

You are renting a home in a residential neighborhood. We expect all of our guests to act as good neighbors and citizens of this beautiful community in which we live.

- Pets shall not be left outdoors unattended.
- There will be no amplified music outdoors.
- Between 10 PM and 8 AM – there will be no noise outside that disturbs the neighbors – this includes loud talking on the patios and in the yard.

Should any Renter (or Guest of the Renter) create a legitimate disturbance for the neighbors or the community requiring that law enforcement become involved, the Renter (and any or all Guests of the Renter) will be evicted and no refund will be given for any time remaining on the rental of the house.

2 to 7 Nights in Historic Beaufort, South Carolina

Please provide the following information:

**Name of Responsible Guest:** \_\_\_\_\_

**Street Address:** \_\_\_\_\_

**City:** \_\_\_\_\_

**STATE:** \_\_\_\_\_

**Zip Code:** \_\_\_\_\_

**Phone #:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Name of additional guest staying in house:** \_\_\_\_\_

**Name of additional guest staying in house:** \_\_\_\_\_

**Name of additional guest staying in house:** \_\_\_\_\_

- I agree that all rental monies are non-refundable per cancellation policy.
- I am aware that this NON-SMOKING house, inside and outside.
- I have read my rights to purchase travel insurance.

By submitting payment, I agree to all terms and conditions of this agreement.

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Date \_\_\_\_\_

2 to 7 Nights in Historic Beaufort, South Carolina

**Pet Addendum**

It is hereby agreed by and between Tamara O'Neill (Homeowner) and \_\_\_\_\_ (Guest) that homeowner will allow guest to have the following described pet and no others, in the vacation home upon and subject to the terms and conditions of the rental agreement and this addendum.

The permission granted herein shall be limited to a certain pet named \_\_\_\_\_ and accurately described below:

- Type of Pet: \_\_\_\_\_
- Breed: \_\_\_\_\_
- Color: \_\_\_\_\_
- Weight: \_\_\_\_\_
- Age: \_\_\_\_\_
- Sex: \_\_\_\_\_
- Neutered: \_\_\_\_\_

Guest hereby agrees to comply the following:

1. Guest to pay additional security deposit per pet in the amount of \$\_\_\_\_\_.
2. All pets must comply with following specifications (documentation from an accredited veterinarian must be provided by Guest upon request):
  - a. **Must be pre-approved by Tamara O'Neill.**
  - b. Must be at least one (1) year of age or older.
  - c. Must be up to date on rabies vaccinations and all other vaccinations. Heartworm preventive is highly recommended.
3. Guest is responsible for cleaning up any / all pet waste and refuse.
4. All pets are to be treated with a topical flea and tick repellent three (3) days prior to arrival. Fleas and ticks are very rampant in this area and can cause harmful/fatal illness to humans and pets.
5. Pet will not damage premises. If damages are caused, the cost of the damage may be deducted from security deposit.
6. Guest should prevent pets from producing excessive noise at a level that disturbs neighbors.
7. Pet will not be left unattended for an undue length of time, **either indoors or out**. Pet will not be left unattended in yard, on the screened porch, or on the front porch or yard.
8. Homeowner assumes no responsibility for illness or injury that may incur to pets or humans while on the premises.
9. **Erica & John are ALWAYS pleased when 'beast owning guests' bring their own sheets/blankets to cover owner's upholstery that guest beasts might want to occupy!**
10. **DROOLING – Drooling Breeds are expressly forbidden in any of our properties. Period.**

All items above are the sole responsibility of the pet owner.

Sign \_\_\_\_\_ Date \_\_\_\_\_

## 2 to 7 Nights in Historic Beaufort, South Carolina

### Bicycle Use - Assumption of Risk, Waiver & Release Agreement

**Assumption of Risk:** I understand and accept that using this bicycle and participating in biking exposes me to many hazards and entails unavoidable risk of death, personal injury (including but not limited to severe spinal or head injury) and loss of or damage to property. I also understand I should be in good physical health to participate in bicycling. I choose to participate in bicycling in spite of these risks and hereby assume all risk of injury or loss of life to myself and loss of or damage to property arising out of using this bicycle and participating in bicycling. I understand the inherent risk involved in using this equipment, and I accept full responsibility for any and all such damage or injury which may result.

**Waiver & Release:** In consideration of Tamara O'Neill providing me this bicycle, I specifically release and forever discharge Tamara O'Neill, and its officers, agents, employees and assigns from any and all liability or claims for injury, illness, death or loss of or damage to property which I may suffer while using this bicycle and participating in bicycling. This discharge specifically includes, but is not limited to, liability or claims for injury, illness, death or damage caused by the negligence of Tamara O'Neill, or its officer agents, or employees. It is my intent by the Waiver and Release Agreement to release Tamara O'Neill, and hold harmless from all liability for any such property loss or damage, personal injury or loss of life, whether caused by negligence of Tamara O'Neill, or whether based upon breach of contract, breach of warranty, or any other legal theory.

In signing this document, I fully recognize that if injury, illness, death or damage occurs to me while I am engaged in using this bicycle or participating in bicycling, I will have no right to make a claim or file a lawsuit against Tamara O'Neill, its officers, agents or employees, even if they or any of them negligently cause my injury, illness, death or damage.

I REALIZE THE IMPORTANCE OF WEARING A HELMET AND I HEREBY COMMIT TO WEARING A HELMET (PERSONALLY OWNED OR THE ONE (S) PROVIDED) AT ALL TIMES WHILE RIDING A TAMARA O'NEILL, BICYCLE. I ALSO AGREE TO USE THE LOCKS PROVIDED AND TO TREAT THESE BICYCLES AND HELMETS AS IF THEY WERE MY OWN. I AGREE THAT MY SECURITY DEPOSIT WILL BE KEPT SHOULD THERE BE LOSS OR DAMAGE BY NEGLIGENCE.

I understand that this activity may result in severe injury, including but not limited to spinal or head injury, or death. I understand that this activity may result in hazards posed by other bicycles and traffic or road conditions. I understand how to operate a bicycle and brakes and how to adjust the seat and quick releases. Tamara O'Neill, staff have answered any questions that I have. I understand these bicycles do not have visibility enhancement equipment such as reflectors or lights.

I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS CONTENT. I AM AWARE THIS IS AN ASSUMPTION OF RISK WAIVER AND RELEASE OF LIABILITY AND I SIGN IT VOLUNTARILY. I ALSO UNDERSTAND THAT I SHOULD NOT AND MAY NOT PARTICIPATE IN THIS ACTIVITY IF I AM UNDER THE INFLUENCE OF ALCOHOL OR DRUGS.

1. \_\_\_\_\_  
Participant's Signature                      Printed Name                      Date                      Age (if under 18)

\_\_\_\_\_  
Parent or Guardian's Signature  
(if under 18 years of age)                      Printed Name                      Date

2. \_\_\_\_\_  
Participant's Signature                      Printed Name                      Date                      Age (if under 18)

\_\_\_\_\_  
Parent or Guardian's Signature  
(if under 18 years of age)                      Printed Name                      Date

3. \_\_\_\_\_  
Participant's Signature                      Printed Name                      Date                      Age (if under 18)

\_\_\_\_\_  
Parent or Guardian's Signature  
(if under 18 years of age)                      Printed Name                      Date

4. \_\_\_\_\_  
Participant's Signature                      Printed Name                      Date                      Age (if under 18)

\_\_\_\_\_  
Parent or Guardian's Signature  
(if under 18 years of age)                      Printed Name                      Date

**NO ONE IN MY PARTY WILL USE ANY OF THE 4 BIKES PROVIDED. THEY WILL REMAIN LOCKED IN THE SHED.**

7 OF 8 9/18/2016 ACCEPTED BY \_\_\_\_\_ (please initial)

2 to 7 Nights in Historic Beaufort, South Carolina

Contract holder's Signature

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**Tamara O'Neill**  
**1709 Duke Street**  
**Beaufort, SC 29902**  
**404.731.1579**



2016-20



RECEIVED  
SEP 21 2016  
for 10/24/16





**STAFF REPORT**  
**1709 DUKE STREET**

**CITY OF BEAUFORT  
ZONING BOARD OF APPEALS  
Staff Report and Recommendations  
Meeting of 24 October 2016**

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**Case Number:** ZB16-20  
**Property Address:** 1709 Duke Street  
**Applicant:** Tamara O’Neill  
**Type of Request:** Special Exception for Short Term Rental  
**Zoning:** General Residential District

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Background: The property is located at 1709 Duke Street in the Northwest Quadrant neighborhood of the Historic District (see Site Location Map attached). The property is identified as District 120, Tax Map 3, Parcel 135. The lot is zoned General Residential District (GR). A single-family dwelling is located on the lot. The structure was built in 2008. Photos of the property are attached.

The applicant, who is the property owner, desires to rent the dwelling 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 GR District. Special exceptions are approved by the Zoning Board of Appeals.

The applicant has contracted with a local property management firm, Seaside Residential Management, Inc., to manage the rental. The firm has a City of Beaufort Business License. A copy of the rental agreement to be used was submitted. The agreement stipulates a minimum 2-night stay as required by the City’s ordinance. The rental agreement limits the number of persons in the unit to four. The agreement stipulates that vehicles are to park in the driveway, not on the street. The rental agreement states there is to be no outdoor amplified music, that pets are not to be left outdoors unattended, and that “quiet hours” are from 10:00 PM to 8:00 AM.

Public comment: The public hearing notice referencing this application appeared in the October 9, 2016 edition of *The Beaufort Gazette*. The property was posted on October 10. Letters were sent to adjoining property owners on October 12. Representatives of the Northwest Quadrant Neighborhood Association was noticed of the hearing by e-mail on October 18. Staff has received no public comments on this application as of the date of this writing.

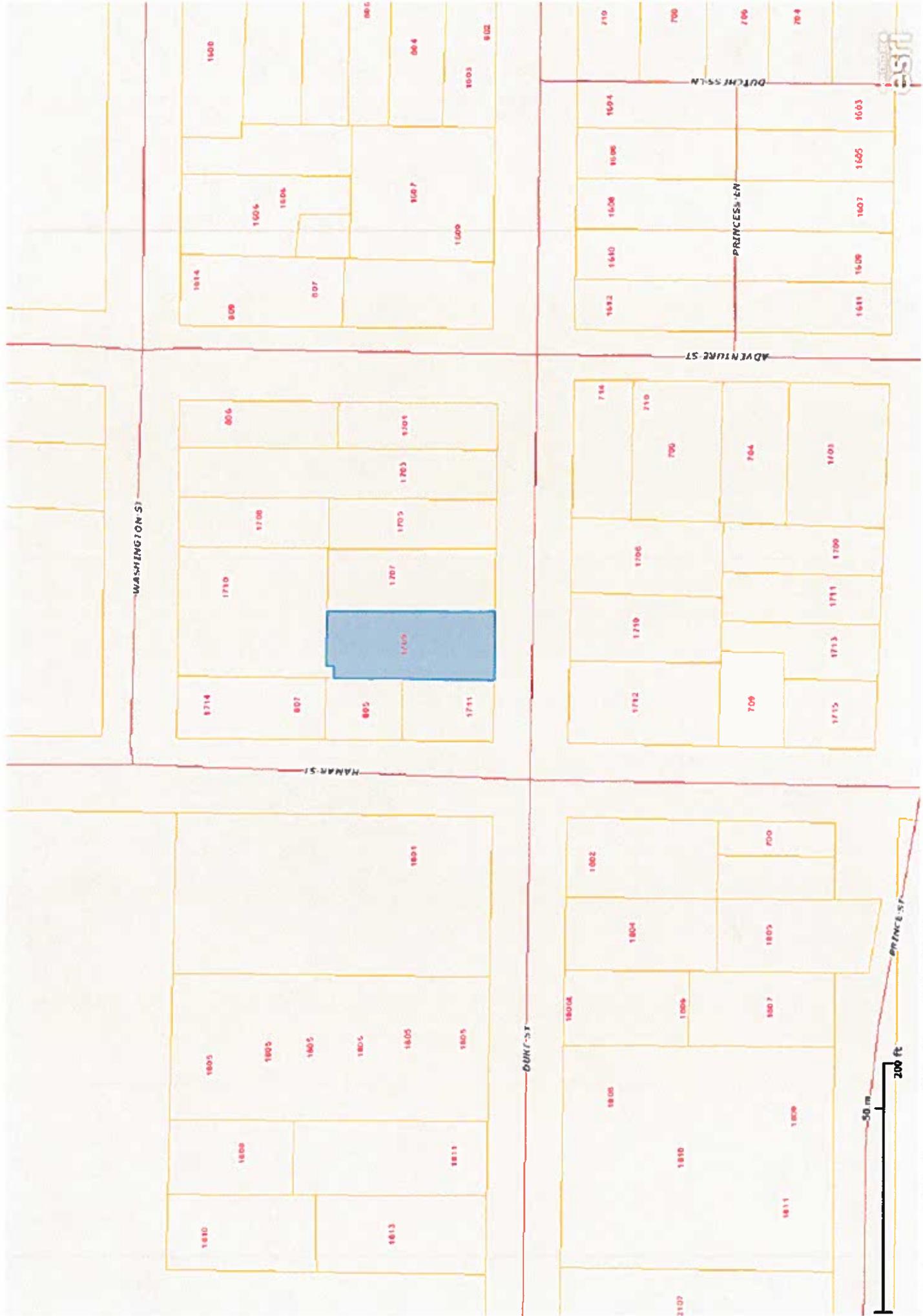
Criteria for approval of a special exception set out in Section 3.16:

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 proposed use is compatible with existing land uses in the area. The property is a block and a half from Bladen Street which is a mixed-use corridor. The property is within walking distance of or short bike ride to Bay Street and the Waterfront Park.
- (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 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 since a local property management firm will be managing the unit.
- (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.

# 1709 Duke Street



# PHOTO FROM GOOGLE MAPS

