

# Terms and Conditions of Rental

This contract constitutes an agreement between the Guest and Beachcomber Vacation Rentals as agent to rent the premises managed by Beachcomber Vacation Rentals. The restrictions, conditions and limitations described below are included as part of this agreement.

1. The Guest understands that the accommodations are privately owned, furnished by the owner and are as advertised on the Beachcomber Vacation Rentals network of Websites. Beachcomber Vacation Rentals and the owner are not required or obligated to provide additional furnishings or equipment.
2. CANCELLATION POLICY: Beachcomber Vacation Rentals require 25% deposit BY CREDIT CARD if using our online reservation system or BY CHECK ONLY if you book over the phone which is to be received by mail or in person at our office no later than 7 (seven) calendar days after the reservation is made with the final balance DUE BEFORE OR UPON ARRIVAL. Cash, Credit and Debit accepted at arrival for final payment. Cancellations made more than 14 DAYS PRIOR to arrival (60 Days for Monthly Rentals) are subject to a full refund minus a \$ 30.00 cancellation fee. Cancellations within 14 days prior to arrival (60 Days for Monthly Rentals) are subject to full forfeiture of deposit paid. Beachcomber Vacation Rentals will not issue refunds for early departures.
3. Beachcomber Vacation Rentals requires you the guest be 25 years or older to rent and we do not allow reservations on behalf of a third party unless prior approval is given. A state recognized Picture ID and valid credit card belonging to the guest named on the reservation are required at check in. Beachcomber Vacation Rentals reserves the right to refuse service. A cash deposit will be required if no credit card is available.
4. Many properties have special amenities on the property or access to special amenities including, but not limited to: roof decks, elevated decks, spa, hot tub, Jacuzzi, whirlpool, sauna and swimming pool. Unless otherwise posted, Guest is allowed reasonable use of these amenities during Guest's rental period. The Guest recognizes that there are inherent risks in the use of these amenities which may include personal injury and property damage. Guest agrees to use the amenities in a safe manner and follow any instructions regarding the use of the amenity. Guest recognizes that there are risks to children in the use of many of the amenities provided with the property. Guest recognizes that there are risks to the use of any of the amenities provided if they are used in a manner for which they were not designed. The Guest further recognizes that the use of these amenities may be UNSAFE if: used for an extended period of time; used by individuals who are pregnant or who may be pregnant; used by individuals while under the influence of drugs, alcohol or medication, or; used by individuals with certain health risks. The Guest acknowledges and assumes all risks for the use of any amenities provided with the rental property and Guest further agrees that Guest is wholly responsible and liable for any injury or damage to persons or property as a result of their use of the amenities provided with the property. Guest further agrees to indemnify, save, protect, defend and hold harmless Beachcomber Vacation Rentals, and the owners of the property for any damages, costs or attorneys fees incurred as a result of any injury or damage from the use of the amenities. The Guest agrees to assume sole responsibility in relation to these risks and Guest agrees Guest is responsible and liable and will pay agent upon request for any damages to these amenities caused by Guest's misuse or negligence.
5. Guest agrees to indemnify, save, protect, defend and hold harmless Beachcomber Vacation Rentals, it's agents or assignees, and the owners of the property for any and all claims, actions, suits, demands, damages and costs related to defending same, including attorneys fees incurred as a result of any injuries to persons or damages to property, including any damages that are the result of the negligence of Beachcomber Vacation Rentals, it's agents or assignees, and the owners of the property; any damages that are the result of Beachcomber Vacation Rentals, it's agents or assignees, and the owners of the property being sued for as a result of the acts or omissions of Guest or arising out of the acts or omissions of Guest.
6. The Guest understands that each unit is Self-Catering, which is defined as having a startup supply of soap, toilet paper and trash bags and the guest is responsible for their needs after that. Kitchens are well equipped with basic cooking items (dishes, silverware, pots, pans, coffee makers, microwaves and toasters). Beachcomber Vacation Rentals offers no extra towels or maid service.

7. Beachcomber Vacation Rentals and its staff reserve the right to enter the rented properties at any time, with or without the Guest's consent to inspect the property or perform routine maintenance. Every attempt will be made to contact guest before doing so.

8. OCCUPANCY LIMITS: All our properties have occupancy limits that are stated on the web site. These limits include adults and children and if you have more than the allowed occupancy limits staying in the rental property, you will be asked to leave without refund.

9. Our properties have a PRIVATE area that is clearly marked as an OWNERS CLOSET. If you attempt to break into the owner's areas or any other area marked as PRIVATE you will be charged for breaking and entering private property.

10. PETS : Guest understands that Pets are allowed in "ONLY" pet friendly properties which are clearly stated on the website. Guests will be asked to leave with no refund, and will be charged a \$500.00 clean up fee if a pet is allowed into a property which is not stated as accepting pets. A maximum of TWO Dogs are permitted unless otherwise stated in the property description. The guest must pay a non-refundable pet fee as stated on the individual property listing. Local Leash Laws must be followed at all times. Only Dogs are permitted, no other type of pets are allowed.

11. Each property is inspected by our staff prior to your check in and upon your check out and an Inventory is taken. Any missing items, broken items, smoking, unauthorized pets, excessive cleaning, soiled/stained Linens, or trash removal will be billed to your Credit card. In addition Beachcomber Vacation Rentals will charge your credit card for the following items: \$50.00 minimum charge for lock outs. Non-returned keys \$25 per key. If your Property is left in an unacceptable condition on your departure photographs will be taken and a minimum of \$100 will be charged as an excessive cleaning charge . A \$500.00 fine for smoking is imposed in any of our properties. Any damaged or missing property and landscaping will be charged at the actual cost of replacement or repair.

12. PARKING. Guest agrees to use only the parking spaces provided by the property. The obstruction of private property may result in your vehicle being towed at cost to you. Many properties have specific parking requirements and details of these will be clearly stated in each property. Violation of these parking requirements will result in you being asked to leave without refund.

13. NEIGHBORS. The Guest must observe any no trespassing signs for any adjacent properties and must not obstruct access to adjacent properties. No loud music or outside parties after 10:00 p.m. are permitted and city ordinances must be complied with at all times. Beachcomber Vacation Rentals take abusive and illegal behavior very seriously and you will be asked to leave without refund if you choose to ignore local rules and regulations.

14. WIRELESS/WIRED INTERNET ACCESS - THE WI-FI SERVICE, WHERE AVAILABLE, IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND.

BEACHCOMBER VACATION

RENTALS DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. BEACHCOMBER VACATION RENTALS MAKES NO EXPRESS WARRANTIES AND CUSTOMER WAIVES ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NON INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY MERCHANDISE, INFORMATION OR SERVICE PROVIDED THROUGH THE PROVIDED CONNECTION OR THE INTERNET GENERALLY. GUEST EXPRESSLY ACKNOWLEDGES THAT THERE ARE, AND ASSUMES ALL RESPONSIBILITY RELATED TO, THE SECURITY, PRIVACY AND CONFIDENTIALITY RISKS INHERENT IN WIRELESS COMMUNICATIONS AND TECHNOLOGY AND BEACHCOMBER VACATION RENTALS DOES NOT MAKE ANY ASSURANCES OR WARRANTIES RELATING TO SUCH RISKS. NO ADVICE OR INFORMATION GIVEN BY BEACHCOMBER VACATION RENTALS OR ITS REPRESENTATIVES SHALL CREATE A WARRANTY. THE FULL INTERNET USAGE AGREEMENT IS PROVIDED ON THE BEACHCOMBER VACATION RENTALS WEBSITE AND WILL BE PROVIDED ON REQUEST.

## Wi-Fi/Wired Internet Connection Terms and Conditions of Use

Please read the following information carefully before using this service. You may not use the service without accepting these Terms and Conditions.

The high-speed Internet Wired or Wireless system ("Wi-Fi System") provided at some properties managed by Beachcomber Vacation Rentals ("BEACHCOMBER VACATION RENTALS"). These "Terms and Conditions of Use", govern your rights and responsibilities and our rights and responsibilities relating to the use of the Wi-Fi/Wired System at BEACHCOMBER VACATION RENTALS managed properties with this service provided.

### Acceptance of Terms and Conditions of Use

BY USING THE PROVIDED WIRELESS/WIRED INTERNET CONNECTION, YOU REPRESENT that:

1. YOU HAVE READ, UNDERSTAND AND AGREE TO THE TERMS OF THIS AGREEMENT AND 2. YOU ARE AT LEAST 18 YEARS OF AGE.

If you do not agree to the terms of this Agreement, you may not use the Wi-Fi/Wired System. Your electronic acceptance of the Agreement by connecting to the provided connection has the same effect as if you had actually signed the Agreement. The effective date of this Agreement is the date that you connect to the provided connection.

### Description of Wi-Fi/Wired System/Service Availability

BEACHCOMBER VACATION RENTALS will provide access to the Wi-Fi/Wired System at locations ("Enabled Locations") that have been equipped with wireless/wired access points. Access points or Enabled Locations may not be available in all properties managed by BEACHCOMBER VACATION RENTALS, and may not always be operational. BEACHCOMBER VACATION RENTALS will provide you with wireless/wired connection information at the time of check in.

### Fee for Wi-Fi System

The Wi-Fi/wired system at enabled BEACHCOMBER VACATION RENTALS properties is provided "free of charge" as a value added service to the guests and business partners of BEACHCOMBER VACATION RENTALS.

### Access to Internet

BEACHCOMBER VACATION RENTALS does not screen or restrict access to any content placed on or accessible through the Internet. BEACHCOMBER VACATION RENTALS also does not screen or restrict communications between parties via the Internet. You acknowledge that if you access the Internet you may receive or be exposed to content, goods or services which you consider to be improper, inaccurate, misleading, defamatory, obscene or otherwise offensive. You agree that BEACHCOMBER VACATION RENTALS is not liable for any action or inaction with respect to any such content on the Internet accessible through the Wi-Fi/Wired System.

### Your Responsibilities

You must (1) provide all equipment (including computer hardware and software, personal digital assistants, wireless network cards, etc.) to connect to the Wi-Fi/Wired System, (2) comply with local, state, federal and international laws and regulations, including but not limited to copyright and intellectual property rights laws. You agree to be responsible for and to bear all risk and consequences for (1) the accuracy, completeness, reliability and/or usefulness of any content available through the Wi-Fi/Wired System and (2) all communications that you send or receive via the Wi-Fi/Wired System. BEACHCOMBER VACATION RENTALS does not undertake the security of any data you send through the Wi-Fi/Wired System and it is your responsibility to secure such data.

## Acceptable Use Policy

All users of the Wi-Fi/Wired System must comply with this Acceptable Use Policy (AUP). This AUP is intended to prevent unacceptable uses of the internet. BEACHCOMBER VACATION RENTALS does not actively monitor the use of the Wi-Fi/Wired System under normal circumstances. Similarly we do not exercise editorial control or review the content of any Web site, electronic mail transmission, newsgroup or other material created or accessible over or through the Wi-Fi/Wired System. However, we may remove, block, filter or restrict by any other means any materials that, in our sole discretion, may be illegal, may subject BEACHCOMBER VACATION RENTALS to liability or may violate this AUP. BEACHCOMBER VACATION RENTALS may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Violation of this AUP may result in the suspension or termination of your access to the Wi-Fi/Wired System.

The following constitute examples of violations of this AUP.

You agree to not use the Wi-Fi/Wired System to:

- (1) Transmit any material (by uploading, posting, email or otherwise) that is unlawful, threatening, abusive, harassing, tortious, defamatory, obscene, libelous, invasive of another's privacy, hateful or racially, ethnically or otherwise objectionable;
- (2) Harm, or attempt to harm, minors in any way;
- (3) Impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity; forge headers or otherwise manipulate identifiers in order to disguise the origin of any material transmitted through the Wi-Fi/Wired System;
- (4) Transmit any material (by uploading, posting, email or otherwise) that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under non disclosure agreements);
- (5) Transmit any material (by uploading, posting, email or otherwise) that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- (6) Transmit (by uploading, posting, email or otherwise) any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes" or any other form of solicitation;
- (7) Transmit any material (by uploading, posting, email or otherwise) that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- (8) Interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
- (9) Intentionally or unintentionally violate any applicable local, state, national or international law, or any regulations having the force of law;
- (10) "Stalk" or otherwise harass another; or collect or store, or attempt to collect or store, personal data about third parties without their knowledge or consent;
- (11) Resell the Wi-Fi/Wired System;

(12) Use the Wi-Fi/Wired System for high volume data transfers, especially sustained high volume data transfers, hosting a web server, IRC server, or any other server.

You understand and agree that BEACHCOMBER VACATION RENTALS may disclose your communications and activities using the Wi-Fi/Wired System in response to lawful requests by governmental authorities, including Patriot Act requests, and judicial orders.

## **Termination**

You agree that BEACHCOMBER VACATION RENTALS may terminate this Agreement and cancel your access to the Wi-Fi/Wired System at any time, without notice and for any reason including, but not limited to, violation of any of the terms and conditions of this Agreement, security or safety reasons, and/or using the Wi-Fi/Wired System to perform any illegal activity. You further agree that in the event of termination for any reason, BEACHCOMBER VACATION RENTALS will have no liability to you.

## **Modifications**

BEACHCOMBER VACATION RENTALS may, at its sole discretion, modify the terms and conditions of this Agreement, including the AUP, at any time.

## **Indemnification**

You shall defend, indemnify and hold BEACHCOMBER VACATION RENTALS and its corporate affiliates and their respective officers, directors, stockholders, employees, contractors, agents, successors and assigns harmless from and against, and shall promptly reimburse them for, any and all losses, claims, damages, settlements, costs, and liabilities of any nature whatsoever (including reasonable attorneys' fees) to which any of them may become subject arising out of, based upon, as a result of, or in any way connected with, your use of the Wi-Fi/Wired System or any breach of this Agreement.

## **No Warranty**

THE WI-FI/WIRED SERVICE, WHERE AVAILABLE, IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND. BEACHCOMBER VACATION RENTALS DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. BEACHCOMBER VACATION RENTALS MAKES NO EXPRESS WARRANTIES AND CUSTOMER WAIVES ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NON INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY MERCHANDISE, INFORMATION OR SERVICE PROVIDED THROUGH THE PROVIDED CONNECTION OR THE INTERNET GENERALLY. GUEST EXPRESSLY ACKNOWLEDGES THAT THERE ARE, AND ASSUMES ALL RESPONSIBILITY RELATED TO, THE SECURITY, PRIVACY AND CONFIDENTIALITY RISKS INHERENT IN WIRELESS COMMUNICATIONS AND TECHNOLOGY AND BEACHCOMBER VACATION RENTALS DOES NOT MAKE ANY ASSURANCES OR WARRANTIES RELATING TO SUCH RISKS. NO ADVICE OR INFORMATION GIVEN BY BEACHCOMBER VACATION RENTALS OR ITS REPRESENTATIVES SHALL CREATE A WARRANTY. THE FULL INTERNET USAGE AGREEMENT IS PROVIDED ON THE BEACHCOMBER VACATION RENTALS WEBSITE AND WILL BE PROVIDED ON REQUEST

## **Limitation of Liability**

BEACHCOMBER VACATION RENTALS, ITS EMPLOYEES, AGENTS, VENDORS, AND LICENSORS ARE NOT LIABLE FOR ANY COSTS OR DAMAGES ARISING, EITHER DIRECTLY OR INDIRECTLY, FROM YOUR USE OF THE WI-FI/WIRED SYSTEM OR THE INTERNET, SPECIFICALLY INCLUDING ANY DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY, MULTIPLE, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES.