

We accept personal checks, money orders or cashier's checks in US funds, made out to Rick and/or Vickie Silbaugh. **Mail the Entire Rental Agreement and Payments to Rick Silbaugh, 14 Park Road, Hilton Head SC 29928.**

We require a 30% deposit within 7 days of the reservation. For one week rentals the balance is due **at least 60 days prior to arrival.** If you are staying more than one week, every additional week you stay, add 30 days on to your balance due date.

Deposit: If a cancellation occurs **at least 90 days prior to arrival**, we will refund the deposit minus a \$50.00 cancellation fee for each week reserved. Cancellation after 90 days will result in forfeiture of your entire deposit. If we can rent the Villa for reserved week at the same rate, we will refund entire deposit minus the \$50.00 cancellation fee. **If you are staying more than one week, every additional week you stay, add 60 days onto your cancellation date.**

Balance: The balance is due **at least 60 days prior to arrival.** Cancellation after balance is received will result in forfeiture of your entire payment. If we can rent the Villa for reserved week at the same rate, we will refund the entire payment minus a \$50.00 cancellation fee for each week reserved. **If you are staying more than one week, every additional week you stay, add 30 days onto your cancellation and balance due date.**

There are no refunds or date changes for ANY reason after the dates stated above; this includes but is not limited to cancellations or interruption due to illness, inclement weather including hurricanes, evacuations, pandemics, National Emergency, State of Emergency, Natural Disaster, Public Health Emergency, Travel Restrictions/Bans, Stay at Home Orders, Rental Ban Orders, Government/Town Orders, beach closures, pool closures, restaurant closures, renovations at complex etc. **We highly recommend that our Guest purchase Travel Insurance** for cancellations/date changes outside of the dates specified on the Rental Agreement/Contract. **It is the responsibility of the Guest to purchase Travel Insurance** for reimbursement for cancellations/date changes outside of the dates specified on this Contract.

We permit a maximum of 2 occupants to be in the villa at any given time, this includes, infants, children, and visitors, (visitors include guest that are staying in other villas in this complex and other complexes/homes/hotels etc.) if guest exceed the number of occupants specified, you will be asked to vacate the premises immediately and the total rental charge forfeited.

You must be at least 25 years of age to rent our condos. (Some exceptions do apply please inquire.)

Rentals are from Saturday to Saturday. Check-in time is 4:00 PM. **Checkout time is by 10:00 AM.**

Guest understand and agree that the owner of said premises is not liable for any damage or injury to renter(s), their family, or guest, or to damage to their personal property incurred during their stay. Renters, their family, and guest bear the risk of any injury.

Renters agree to report promptly any mechanical, electrical, plumbing, or other problems on premises.

Guest understand and agree that the owner or agent have the right to enter and inspect premises at all reasonable times to insure maintenance and safety of the premises and to show the condo to prospective buyer by specific appointment if the condo is listed for sale.

Pest Control visits **all the Condo Complexes throughout Hilton Head Island on a monthly basis;** they visit the Breakers Complex **the second Monday of every month.** It is not necessary for you to be at the condo; the Technician will lock up after they are finished. If you are in the condo when the Technician arrives, **you must permit access to the condo** because this service has been paid in advance and they cannot come back until the following month, they will only be there 2 to 3 minutes.

There will be a \$35.00 charge for returned checks.

All items and furnishings must remain in the property in original condition. Guest will be responsible for any damages. Renters shall leave said premises in a clean and sanitary condition upon checkout.

Our condos are strictly non-smoking units. Smoking is only permitted outside on balcony. Anyone found to be smoking in the condo, will be asked to vacate the premises immediately and the total rental charge forfeited.

Pets are not permitted. Pursuant to the by-laws of the Breakers Homeowners Association, pets are not permitted on the premises. **Anyone found to have pets in the condos/villas will be asked to vacate the premises immediately and the total rental charge forfeited.**

In the Town of Hilton Head Island, South Carolina, it is unlawful to unreasonably disturb the peace and quiet of those in their homes and public places. Quiet hours are between 10:00 pm. and 7:00 am., though town noise regulations are in force twenty-four (24) hours each day

The Breakers HOA permits a maximum of one vehicle and one parking pass for each condo at the Complex.

By signing, Guest agree to all Terms, Conditions and Clauses of this Contract. Guest agrees that he/she understands this contract fully and understands that this contract is under the jurisdiction of the State of South Carolina, in the County of Beaufort. It is agreed that the place on venue shall be in Beaufort County, South Carolina. should any disagreement need to be settled in court.

I have read, understand and agree to all the Terms/Conditions/Clauses of this Contract, including the Cancellation Policy. I agree that it is my responsibility to purchase Travel Insurance for refunds/date changes outside of the dates specified in this Contract.

Guest Signature: _____ Date _____

Guest Name (Print) _____

Guest Signature: _____ Date _____

Guest Name (Print) _____

Phone _____

Email _____

Home Address _____

of Adults _____ # of Children _____ Age's of Children _____

Unit # _____ Rental Start Date _____ Rental End Date _____

Rental Rate _____ 11% Tax _____ Rental Total _____

30% Deposit Amount _____ Balance Amount _____ Balance Due Date _____

Waiver of Liability Relating to Coronavirus/Waiver for COVID-19: Coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. The state of medical knowledge is evolving, but the virus is believed to spread from person-to-person contact and/or by contact with contaminated surfaces and objects and even possibly in the air. People reportedly can be infected and show no symptoms and therefore spread the disease. The exact methods of spread and contraction are unknown.

Richard and Vickie Silbaugh, owners of Hilton Head Breakers Vacation Rentals Unit #240 cannot prevent you or your children from becoming exposed to, contracting or spreading COVID-19 while utilizing Hilton Head Breakers services or premises. Therefore, if you choose to utilize Hilton Head Breakers Vacation Rentals services and/or enter Hilton Head Breakers premises you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19.

Assumption of Risk: I have read and understand the above warning concerning COVID-19. I hereby choose to accept the risk of contracting COVID-19 for myself and/or my children in order to utilize Hilton Head Breakers Vacation Rentals services and premises.

Waiver of Lawsuit/Liability: I hereby forever release and waive my right to bring suit against Hilton Head Breakers Vacation Rentals and its owners, officers, directors, managers, officials, trustees, agents, employees or other representatives, in connection with exposure, infection and or spread of COVID-19 related to utilizing Hilton Head Breakers Vacation Rentals services and premises. I understand that this waiver means I give up my right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence and give up any claim I may have to seek damages, whether known or unknown, foreseen or unforeseen.

I have carefully read and fully understand all provisions of this Release, and freely and knowingly assume the risk and waive my rights concerning liability as described above.

Guest Signature: _____ Date: _____

Guest Name (Printed) _____

Guest Signature: _____ Date: _____

Guest Name (Printed) _____

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and by signing below; I hereby do consent to the terms and conditions of this Release.

Signature: _____ Date: _____

Name (Printed): _____