



RENTAL POLICIES

This Rental Agreement is made by and between Southern (as defined below) and the individuals and guest(s) defined in the Reservation Confirmation for reservation and rental of vacation rental property described herein and in the Reservation Confirmation documentation.

By making a request for reservation of a rental property online through Southern Vacation Rentals website the guest acknowledges and agrees to all of the following terms, conditions, policies, and provisions – all of which are intended to form the legally binding Agreement between the guest and Southern.

1. Definitions. As used herein the terms “Southern”, “we”, “our”, “us” shall mean and refer to Southern Management Group, Inc. d/b/a “Southern Vacation Rentals” and/or Southern Vacation Rentals, Inc. and its employees, officers, and agents. The terms “guest”, “you”, or “your” shall mean and refer severally and collectively to the primary person listed on the reservation documentation and all other persons staying/residing in the rental property with the primary guest listed on the reservation documentation.

2. Reservation Requests and Reservation Confirmation. The requirements for reservation of each vacation property can be different and are subject to change without notice. The following terms govern your reservation request and confirmation of your reservation.

(a) Southern’s review of each reservation request for compliance with specific requirements applicable to the property requested is required before we can accept and confirm your reservation request.

(b) Acceptance of your reservation is expressly conditioned on our review of your reservation request for compliance with all requirements of the property requested, which requirements may include, but are not limited to, minimum night stay, advance reservation deposit payment, number of occupants, and other requirements, criteria, and conditions applicable for rental of the property. Online payment made at the time of your reservation request does not guaranty the reservation or our acceptance.

(c) Your reservation request is not final or accepted by us until we send the “Reservation Confirmation Email” to you (which will be sent electronically to the email address you designate in the online reservation request). The Reservation Confirmation Email will be deemed received by you immediately upon our successful transmission of the Reservation Confirmation Email to the email account you designate in our online reservation system.

(d) Upon our sending the Reservation Confirmation Email all advance payments and deposits paid, due, or becoming due are non-refundable.

(e) In any event your reservation request is not accepted and no alternative arrangement can be agreed upon, we will process a refund of any initial online payment submitted or processed for the reservation request. However, we cannot control the timing or procedures imposed by your bank or credit card company related to refunds; and thus, Southern is not be responsible for any delay, or hold placed on

your account, or other unavailability of funds caused by your bank or credit card company's actions, inaction, or other refund or processing procedure.

(f) **"Last-Minute" Reservation - Identification Required.** For any reservation made within forty-eight (48) hours of arrival, a valid state-issued identification card matching the name on the credit card used to pay for the reservation will be required to confirm a last-minute reservation request. **Failure to provide a valid state-issued identification card matching the cardholder's name will result in immediate cancellation of the reservation request and no key-code will be issued for entry into the requested property.**

3. Advance Reservation Payments. An advance reservation payment will be required for confirmed reservations. This payment may be paid by cash, e-check, traveler's checks, or bank cashier's check. If none of these payment types are available for use, we will accept credit cards (MasterCard, Visa, Discover, or American Express). If you are paying with a check we will need to receive the check within five (5) business days of your initial reservation request. The amount of deposit required is 30% of the total rent plus the service fee, Travel Insurance Premium (if selected), and tax. Upon our sending the Confirmation Email the reservation deposit is non-refundable. If you purchased travel interruption protection insurance at the time you booked your stay and submitted your reservation request, you may file a claim for trip interruption insurance coverage with CSA Travel Insurance. Reservations made under false pretense of any type or kind will result in the automatic forfeiture of all deposits, rental payments, fees, and immediate cancellation of your previously confirmed reservation.

4. Reservation Changes. In any event your reservation request does not meet the criteria and conditions for rental/leasing of the rental property requested, we reserve the right to cancel your reservation request. We will notify you if your reservation request is cancelled. Once your reservation is confirmed, you cannot make any changes or modifications to the confirmed reservation.

5. Requirement for Check In. You will NOT be allowed to check-in until we receive your signed acknowledgment of our Rental Policies. **IMPORTANT: FAILURE TO SIGN OUR RENTAL POLICIES ACKNOWLEDGMENT WILL RESULT IN YOUR DEFAULT UNDER YOUR RENTAL AGREEMENT; FORFEITURE OF ALL MONEY PAID (AS LIQUIDATED DAMAGES TO SOUTHERN); AND LOSS OF YOUR RENTAL ACCOMODATION WITHOUT REFUND.**

6. Check-in Time. Check-in time begins after 4:00 P.M. Local Time. In some instances, access to your property may be unavoidably delayed due to cleaning or maintenance scheduling circumstances beyond Southern's control. There will be no discounts, credit, or refunds offered due to a late check-in or delays in check-in. Your patience is appreciated in these circumstances. Guests, who are required to check in at our local office, and guests who will be arriving later than 5PM, should make late arrival arrangements by telephone in advance prior to arrival or can reference the Southern Guest Mobile Application via smart phone or other mobile device to retrieve information about check-in and entry/lock-box instructions. Early check-in may be available for an additional fee, but due to cleaning and inspection schedules (particularly during the summer season) will require special arrangements and a minimum of 48 hours advance notice. Our office hours are typically 8AM-5PM Monday-Saturday with seasonally extended office hours.

7. Service Fees. A non-refundable service fee will be charged on all reservations. The amount of this service fee varies by property size. The service fee includes and covers reservation processing, arrival/departure

inspections, and 24-hour emergency services. All service, cancellation, or other additional fees or charges paid or payable under this rental Agreement are deemed "additional rent."

8. Cancellation Policy. Once your reservation is confirmed by the Reservation Confirmation Email, all advance payments are non-refundable and there will be no refunds given for any reason. We strongly encourage you to purchase CSA Travel Protection as we cannot modify or amend our cancellation policy. If you have purchased CSA Travel Insurance you may contact CSA to begin your claim.

9. Cleaning Fee. All of our vacation rental properties require a one-time departure clean fee to be paid by the guest to cover the cost of all normal cleaning. This cleaning fee is required on daily, weekly and monthly reservations. If you are staying more than one month in the same property, the cleaning fee will only be charged on the last month of your stay. All fees are subject to state and local sales tax. We make every effort to insure each of our properties is cleaned after each guest checks out. UPON ARRIVAL, IF YOU HAVE ANY HOUSEKEEPING ISSUES OR PROBLEMS, PLEASE REPORT THESE ISSUES TO YOUR GUEST SERVICES TEAM IMMEDIATELY SO THAT WE MAY PROMPTLY ADDRESS ANY HOUSEKEEPING ISSUES. NO DISCOUNT, CREDIT, AND NO REFUND WILL BE GIVEN DUE TO HOUSEKEEPING ISSUES.

10. Travel Interruption Insurance.

Travel interruption insurance protection is available through CSA Travel Insurance. The insurance premium is 6.95% of your total reservation amount. Travel interruption insurance is optional but we strongly recommend this protection plan because we have a strict no-refund policy and no refunds will be given for any reason without the purchase of CSA Travel Insurance. Please click this link www.vacationrentalinsurance.com/330CERT to obtain your travel insurance policy and/or to view the terms, conditions, and description of coverage for your covered trip if you have paid for or authorized payment for the travel insurance. The travel insurance protection, if purchased, provides reimbursement for unused, nonrefundable payments if your trip must be canceled. By way of example only, covered reasons include: mandatory hurricane evacuations; sickness, injury or death; extension of school year; armed service revocation; involuntary termination of employment; or other specific reasons listed in the travel insurance policy/Description of Coverage. The travel insurance policy and coverage is underwritten by GENERALI US Branch, A Stock Company. For coverage inquiries or customer service guests should call (866) 999-4018.

11. Check-out Time. Check-out time is no later than 9:00 A.M. Local Time. Late check-outs may be available for an additional fee, but require special arrangements and a minimum of 48 hours advance notice.

12. Pets. In most of our properties pets are strictly forbidden. Dogs are allowed only in properties that are designated "pet friendly." Further, each/all pet policies for individual properties are subject to change without notice. A maximum of two (2) trained, mature, dogs (not to exceed 25 lbs. each) are permitted in "pet friendly" properties. A \$200 non-refundable pet fee is required for pet stays and additional deposits may be required. Pet owners will be financially responsible and liable for any/all damages, injury (including any injury to the pet(s)), and all extra cleaning, pest control, or replacement costs for furniture, fixtures, or equipment. Having a pet in a property that does not allow pets is grounds for immediate eviction without a refund.

13. No Smoking. All of our properties are "Non-Smoking" properties. Smoking is strictly prohibited in all of our properties. Guests will be financially responsible and liable for any/all damages and additional cleaning and repair/replacement costs due to smoking in the property.

14. **Advance Reservations.** We accept reservations up to one (1) year in advance. We can confirm reservations for a future date, but we cannot confirm or guarantee rates for dates beyond the current published rental rates.

15. **Reserved Property Assignments.** We will make every effort to honor the particular property you reserved and/or were originally assigned. However, specific property assignments and requests cannot be and are not guaranteed even when your reservation is confirmed. If the property original assigned and/or reserved by you is not available, you agree that we may make substitutions to a different property reasonably comparable to the original property reserved, including size and location if and where possible. Southern reserves the right to modify your reservation, to change the reserved property accommodation, and move your reservation to a different property without prior notice to you and without your consent required. No discounts or refunds will be given as a result of such change(s) in requested or reserved property including moves, bedding sizes/selections, and/or furnishings.

16. **Minimum Stay.** MINIMUM STAYS may apply for certain properties. If you require a stay shorter than one (1) week, please call us to discuss availability before submitting your reservation request. Attempting to reserve a property with minimum stay requirements for shorter periods of time may result in cancellation of your requested reservation.

17. **Maximum Number of Guests.** The allowable occupancy for the rental property is based on the following sleeping arrangements:

2 persons per bedroom

2 persons per sleeper sofa

1 child under age 16 per bunk bed

Guests who exceed the maximum occupancy are subject to immediate eviction and forfeiture of all rental payments and deposits.

18. **Family-Oriented Rentals Only!** All of our vacation properties and accommodations are family oriented rentals ONLY. NO property/unit will be rented to vacationing students or young adults under 25 years of age if unaccompanied by a parent. We require one (1) parent for every four (4) persons under the age of 25. A PARENT MUST BE PRESENT AT CHECK-IN AND MUST REMAIN IN THE PROPERTY AT ALL TIMES DURING THE LENGTH OF STAY. OUR RENTALS ARE MONITORED FOR VIOLATION OF THIS POLICY. ALL VIOLATORS WILL BE EVICTED AND ALL RENTAL PAYMENTS AND/OR SECURITY DEPOSITS WILL BE AUTOMATICALLY FORFEITED. RESERVATIONS MADE UNDER FALSE PRETENSES ARE NULL AND VOID AND CHECK-IN WILL NOT BE ALLOWED. This policy includes reservations made by parents who do not check-in, and/or who leave overnight during the length of the stay. THIS IS A STRICT POLICY AND ABSOLUTELY NO EXCEPTIONS ARE ALLOWED!

19. **No Subletting.** The rental property and/or any reservation, or any rights arising under a reservation, cannot be assigned, transferred, or sublet. Your reservation is not assignable or transferable to any other party, and any attempt to do so will be null and void, and result in immediate cancellation of the reservation and forfeiture of all rental payments, deposits, and fees. No refunds will be given.

20. **Rates.** Published rental rates are subject to change without notice. We expressly reserve the right to correct rates that may have been misquoted due to human error, negligence, or computer error.

21. **Payment of Rent.** Rental charges are payable in full thirty (30) days prior to the arrival date. Some properties require payment of all rental charges in full ninety (90) days prior to the arrival date. We will charge the debit/credit card, bank account, or other payment type/arrangement on file for unpaid rental charges on the date(s) payment is due. We accept cash, e-check, traveler's checks, or bank cashier's check. If none of these payment types are available for use we will accept credit cards (MasterCard, Visa, Discover, or American Express). Our preferred method for final payment is e-check. You can pay this online. Payments can also be made online for credit cards. Credit cards are not accepted for monthly rentals. All rental payments will be deposited into an interest bearing account, and any interest earned will accrue to Southern Vacation Rentals.

22. **Key, FOB, Wristband Policy.** Any and all keys, fobs, and/or wristbands that are signed for by the guest in order to access the rental property must be returned to Southern Vacation Rentals office at check-out or be left in the property (for items located in the property at check-in). Failure to leave the items in the property or return these items to your local Southern Vacation Rental office may result in additional fees for the cost of replacement of wristbands, fobs, locks, keys, or re-keying services being charged to the card or payment-type we have on file for you.

23. **Housekeeping.** Laundry facilities are provided either in the rental property or on the grounds of the rental property. The rental property will be stocked with an initial supply of trash liners, toilet paper, bath soap and dishwasher soap. If any of these items are deficient, please contact Southern immediately upon your arrival so that we may address the issue.

24. **Beach Towels.** PLEASE BRING YOUR OWN BEACH TOWELS! We do not permit towels, sheets, blankets, or furniture to be removed from the rental property.

25. **Swimming Pools.** You understand and agree that swimming pools, whether community pools or private pools, are strictly an amenity and that the use or availability of any pool amenity is not guaranteed by Southern under this Rental Agreement. No refunds or adjustments will be given as a result of any condition, interruption in availability, or lack of availability, of any community or private pool.

(a) Community Pools. Community or condominium pools are not controlled or maintained by Southern Vacation Rentals. Southern Vacation Rentals is not responsible or liable for any inconveniences resulting from any community pool, its condition, temperature, hours of operation or availability (or lack thereof). Community pool heating is offered seasonally at some properties, but heating of such pools is under the control of the applicable managing owner associations, and not Southern.

(b) Specific Hold Harmless for Swimming Pools. You agree that any use of a swimming pool (whether community or private pool) is at your own risk and you agree to assume all risk of harm, injury (including death), and/or loss to persons or property resulting from use of such swimming pool. Further, you agree to indemnify, defend and hold Southern and the property owner harmless from and against all cost, expense, liability, damage, injury (including death) and all other causes of action whatsoever arising from or related to use of any community or private pool by you or your invitees, licensees, guests, family members, agents, permittees, or other persons using the pool during your stay. Southern and the property owner will be entitled to select their own legal counsel upon the occurrence of any indemnifying event.

(c) Damage to Private Swimming Pools. You agree to notify Southern Vacation Rentals immediately of any maintenance or repair issues needed to any private swimming pool. Except for normal wear

and tear, you agree to be responsible for the cost of repairs or maintenance to any private pool required as a result of negligence or intentional misconduct by you or your guests, invitees, licensees, agents, family members, or other persons using the pool during your stay.

26. Beach Services. Complimentary beach service is an option provided at some of our rental properties is an option provided at the election of the owner of the rental property, and is subject to change without notice. Where it is available and provided, complimentary beach service includes two (2) chairs and one (1) umbrella on a seasonal basis (and weather permitting). Please note on the website description for each property if complimentary beach service is or is not available.

27. Internet. Most of our properties have internet access, either fee-based or free, through their individual service providers. However, we do not and cannot guarantee internet connectivity or access due to service being provided by an outside third-party vendor, restrictions placed on such Internet services by/from personal computers, differing connectivity specifications, and additional factors that may lead to interruption, failure, or unavailability of internet service. If you decide to access any Internet content during your stay, you do so entirely at your own risk and you assume and are responsible for ensuring that any/all accessed material or content does not infringe the laws governing, but not exhaustively covering, copyright, trademarks, pornography, or any other material which is slanderous, defamatory or might cause offense in any other way. You further agree to be responsible for liability for breach of intellectual property laws or other claims made by or on behalf of any owner of online content. In the event the internet service is inoperable, we will do our best to troubleshoot the issue over the phone, but if it requires further assistance, the guest will be solely responsible for contacting the internet provider to address any issues that may exist or arise. No refunds will be given due to unavailable or loss of internet service.

28. Maintenance Issues. During your stay, please promptly report any maintenance problems to Southern Vacation Rentals. Please do not leave doors or windows open while the A/C or heater is operating. Southern Vacation Rentals' staff may enter the property to respond to any maintenance and/or housekeeping issue(s) during your stay. No refund or rate adjustment will be made for unforeseen maintenance issues or system failures such as the supply of electricity; water; pool filtration systems; air conditioning; telephone; television, cable, or internet service; or appliances, etc.

29. Furnishings. Our rental properties are privately owned. The placement of items, furnishings, and/or mattress comfort levels is the arrangement preferred by the owner. We encourage you to call us if you have any comments or concerns. No refunds or rate adjustment will be given due to owners' choice of furnishings, fixtures, or equipment.

30. Construction. Southern Vacation rentals cannot predict construction plans in the area and therefore cannot be held responsible for any inconvenience arising from or related to construction in the area. No refunds can be given in the event of construction nearby the rental property or for construction of other properties adjoining or within the complex of the rental property.

31. Strong Wind Drafts. Due to potential strong winds and drafts occurring in certain rental properties, particularly in properties having balconies. To avoid potential serious injury, all guests are advised to close all balcony doors BEFORE opening the front door (or leaving the front door open) because strong winds/drafts may cause the front door to shut unexpectedly – resulting in potential injury. By reserving the rental property with Southern, you accept and assume all liability for injury or property damage caused by strong winds and drafts occurring in the rental property during your stay.

32. Security of Personal Property. Southern Vacation Rentals is not responsible for any acts of theft or vandalism, or other damages to any personal property or for personal items left by guests in the property at departure. Southern is not responsible for and has no obligation to store/keep personal property found in a rental property by our staff, and Southern may dispose of such property without notice, consent, delay, or liability. If items of personal property left behind are found by our staff, and you promptly requests return of these items before they are disposed of, there will be a \$25 service fee, plus shipping, to return the property.

33. Good Neighbor Policy. We respectfully request that you remember you are staying in someone's home during your vacation stay. Please treat the home and all its furniture, fixtures and contents with care and leave it in good condition at check-out. Any unreported damages to the owner's property will result in additional charges to your account or payment-type on file with Southern.

34. Property Rules and Regulations. Please observe all rules and regulations (including all owner association rules) governing the use and occupancy of the property you are occupying. These rules apply to both owners and guests, and failure to comply can result in immediate eviction and/or fines from the association. You are responsible for any fines assessed due to conduct in violation of association rules/regulations. No refunds or credit will be given in the event of eviction due to failure to comply with rules and regulations applicable to the property or the community wherein the property lies.

35. Hold Harmless Agreement. You agree to and shall hold Southern Vacation Resorts and the property owner (as intended third-party beneficiary) harmless from and against all claims, demands, causes of action, damages and liability arising from or related to any of the following:

(a) Any plain and visible condition of the rental property or any furniture, fixtures, or equipment therein not promptly reported to Southern upon your check-in (prompt reporting means on or before eight (8) hours from the time you check-in to the property).

(b) Any unknown, non-visible defective condition of the rental property or any furniture, fixtures, or equipment in or serving the rental property.

(c) Any actions or conduct, or failures to act, whether negligent or intentional, on the part of any third-party resulting in personal injury, harm, or death to you or any other persons.

(d) Any injury, harm, or death to you or any other guest, persons, or animals during your stay not caused by us, including any injury, harm, or death caused by any defective condition of or in the property or to furniture, fixtures, or equipment (including any swimming pool).

(e) Any and all damage to the rental property or any furniture, fixtures, or equipment (including any swimming pool) in or serving the property as a result of your, or any other occupants, negligent or intentional acts, conduct, or negligent or intentional failures to act.

(f) Reasonable differences and/or changes between the property's actual condition at check-in and the condition represented on our website advertising or in our marketing materials, photographs, or other descriptions used on our website or as part of our online internet reservation system as a result of remodeling, maintenance, normal wear and tear, or similar circumstances beyond our control.

(g) You agree to be responsible and liable for any/all damages to the rental property and all furniture, fixtures and equipment in or serving the property (including any swimming pool) as a result of any

intentional actions or intentional failure to act on your part or on the part of any guests residing in the property with you, including children. You agree and acknowledge that your credit card or financial account may be charged for the costs to repair and/or replace any damaged property.

36. Parking. Parking is limited to two (2) cars per condominium unless otherwise expressly noted. Each condominium/owner Association regulates the number of parking passes issued to rental guests for each size property within the building(s) or neighborhood. Some Associations assess an additional fee for parking. We will collect this fee and remit it to the Association. No trailers, boats, campers, or RVs allowed unless otherwise expressly posted in the property description.

37. Southern Perks Partners. You understand and agree that any Southern Perks Partner or third-party amenity provider or amenity add-on booking service listed on our website or recommended by us is not owned or operated by Southern. You agree to and shall hold Southern harmless from any and all actions, claims, damages or liabilities whatsoever that may result from any action or inaction of a Southern Perks Partner or other entity referred or recommended by Southern.

38. Agent for Owner. Southern Vacation Rentals serves as the agent for the owner of the rental property.

39. Digital Signatures Binding. By completing and submitting the reservation request online you are expressly acknowledging and agreeing to all terms, conditions, and provisions of this Agreement. You acknowledge and agree that all digital signatures and initials contained hereon and herein are legally binding on you and all guests residing in the property during your stay. You further acknowledge and agree that the person signing this rental Agreement shall have the sole and absolutely duty and obligation to provide notice of all terms, conditions, duties and obligations herein to all other persons who will reside and stay in the rental property, and to ensure compliance by all persons, during the length of your stay.

40. Privacy Policy. Our privacy policy may be viewed at SouthernResorts.com.

41. Venue and Jurisdiction. By reserving through our website, you agree and acknowledge this Agreement was entered in the State where the rental property is located, and both venue and jurisdiction (including personal jurisdiction) shall lie exclusively in the state courts within the county and state where the rental property is situated.

42. Governing Law. This Agreement shall be governed by the laws of the state wherein the rental property is located, without regard to any applicable choice of law provisions.

43. Binding Agreement. You acknowledge and agree this Agreement is a binding legal agreement and that you have read, understand, and agree with all terms and conditions herein.

CSA VACATION RENTAL INSURANCE - Guest Protect Plan - Why You Need To Buy

How many of us could afford to lose the non-refundable part of our trip if something unexpected happened? Your vacation is protected when you buy CSA Vacation Rental Insurance, which offers trip cancellation, delay, and interruption coverage. Southern Vacation Rentals has partnered with CSA Travel Protection to provide you with this important insurance and we strongly recommend that you purchase the protection to safeguard against the unexpected trip cancellation or other circumstances covered (see Description of Coverage provided by CSA for more information). We all want the trip we've planned to be the vacation of our dreams No one wants that dream to turn into a nightmare, but unexpected events can happen! Troubles can occur when you least anticipate them, illness...medical emergencies...delayed flights (snowstorms) and other severe weather (hurricanes) ... forcing you to cancel or interrupt your trip, lose your vacation, and incur unplanned expenses.

View a Description of Coverage/Policy at: www.vacationrentalinsurance.com/330CERT

Southern Vacation Rentals makes no representations regarding the availability or types of travel insurance coverage available, and directs all potential guests to contact CSA directly for coverage questions.

Coverage Questions? Call (866) 999-4018