



Rental Agreement - Terms & Conditions

GENERAL RENTAL POLICIES

1. The minimum stay at **Hartwell Heaven** is three (3) consecutive nights. Exceptions may be made for special promotions. Longer minimum stays may be required during holidays or special events.
2. The standard weekly rental period is seven (7) nights. Minimum seven (7) consecutive nights are required to be eligible for the weekly rental rate (per night).
3. **Check-In (Arrival) Time is 5:00 PM** of the confirmed Arrival Day. No early arrivals unless approved in writing in advance by the owner/managers of **Hartwell Heaven**.
4. **Check-Out (Vacate) Time is 11:00 AM** of the scheduled Departure Day. All guests and vehicles must vacate the house and property by the check-out time. Overtime may be charged at a rate of up to \$100 per hour. No time extensions permitted on a scheduled Arrival Day for a subsequent guest.
5. There is absolutely **NO SMOKING** permitted inside the house or on the decks and porches.
6. **Sorry - PETS are NOT permitted under any circumstances.**
7. The registered guest under signature in this agreement must be at least **25** years of age.
8. The maximum number of overnight guests is limited to twelve (**12**) persons.

RESERVATIONS, PAYMENTS, DEPOSITS, CANCELLATION POLICIES

1. **TOTAL RENTAL CHARGES** - Include the following: **Base Rental Fee** (Daily/Weekly Rate total) + State/Local **Accommodations Tax/Fees** + **Cleaning Fee**. NOTE: See Line 8 for details regarding the **Damage/Loss Deposit**.
2. **RESERVATION DEPOSIT** - A reservation deposit of **\$300** is required for all rentals in order to reserve and book the available dates requested. This amount will be credited towards the Total Rental Charges and will be deducted from the **Second Payment Installment**. If the reservation is made in less than (**60**) days from the proposed arrival date, then there is no Reservation Deposit. In this case, the **First Payment Installment** must be received in order to reserve the dates requested.
3. **RESERVATIONS** - A reservation is not confirmed until a signed Rental Agreement has been received and accepted by the owner/managers of **Hartwell Heaven** **and** the Reservation Deposit (or First Payment Installment) has been credited to our bank account. Rates and fees are subject to change without notice until the reservation has been reserved and booked.
4. **FIRST PAYMENT INSTALLMENT** - A payment equal to **50%** of the Total Rental Charges must be received sixty (**60**) days before the scheduled arrival date or the Reservation Deposit is forfeited.
5. **SECOND PAYMENT INSTALLMENT** - The balance of the Total Rental Charges (less the Reservation Deposit) **and** the **Damage/Loss Deposit** must be received no later than fourteen (**14**) days prior to arrival. If the second payment installment is not received on-time, the First Payment Installment and Reservation Deposit are subject to forfeiture.
6. **FORMS OF PAYMENT** - Payments may be made by check payable to **Hartwell Heaven**. Any check returned by our bank for insufficient funds or any reason beyond our control will void the reservation and cause forfeiture of the Reservation Deposit and any payments made to date. Payments may also be made by Credit Card through the **Hartwell Heaven** website at <http://hartwellheaven.com>



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7. **CANCELLATIONS** - Cancellations requested more than sixty (60) days prior to the scheduled arrival date will incur no penalty and any monies received will be fully refunded. Cancellations requested less than sixty (60) days before the arrival date will forfeit all monies received to date (other than the Damage/Loss Deposit) unless the days reserved are rented to another client. If this is the case, a pro-rated refund will be honored equal to the number of days rented at the lesser of the two Rental Fees actually received for the days previously reserved. Cancellation, early departure or schedule changes beyond our control does not warrant any refund of payments or deposit within the limits expressed above.
8. **DAMAGE/LOSS DEPOSIT** - A minimum **\$400** Damage/Loss Deposit is required for all rentals. The deposit will be fully refunded to the registered guest provided the following conditions have been met:
 - a. No damage is incurred to the dock, property, house or its contents beyond *normal* wear and use. Any damage beyond the \$400 deposit is the liability of the registered guest under signature in this agreement.
 - b. The owners/managers of **Hartwell Heaven** have been notified by phone of damage or missing item(s) no later than 10:00 PM on the scheduled arrival date.
 - c. No charges are incurred due to contraband, collection fees, or unpaid services rendered during the stay.
 - d. All items listed on the **Hartwell Heaven** Check-Out Instructions have been completed.
 - e. No loss/missing linens, towels, dishes, kitchenware, or any other item or property belonging to the owners of **Hartwell Heaven**.
 - f. The renter is not evicted by the owners/managers of **Hartwell Heaven** due to misrepresentation or conduct cited by local law enforcement agencies.
 - g. Toll or long distance telephone charges made by the renter or guests during the stay may be deducted from the deposit.
 - h. A minimum of two (2) weeks have elapsed to verify the above.
9. **SHORT LEAD RESERVATIONS** – If a reservation is initiated (14) days or less from the arrival date, the Total Rental Charges and the Damage/Loss Deposit shall be paid in full to book the dates requested. Only credit card payments will be accepted for short lead reservations. Additional fees of up to \$100 to cover expedite costs and administrative expenses may be applied depending upon circumstances.
10. **MISREPRESENTED RESERVATIONS** - Any reservation obtained under false misrepresentation will be subject to forfeiture of all monies received and subject to eviction or prosecution as allowed by law.
11. **TERMINATION** - This agreement may be terminated at any time by the Owner upon giving the Registered Guest minimum (60) days written notice in the event of a bona fide sale of the property.

EXCEPTIONS

1. **EXCEPTIONS** - Any exceptions to the provisions of this agreement must be approved in advance in writing by the owners/managers of **Hartwell Heaven**.
2. **WEATHER POLICY** - No refunds will be given for unused day(s) due to inclement weather, hurricane, tornado or irregular lake levels unless:
 - a. Officials so authorized by the State of South Carolina or County of Anderson order a Mandatory Evacuation of South Carolina or Anderson County, or
 - b. A Mandatory Evacuation has been ordered by authorized officials of another state/county that would directly affect the ability of a vacationing rental guest to arrive on the scheduled arrival date. In this case, any unused portion of the rent for the day(s) affected will be credited to the registered guest for another available rental period, or a comparable extension of the current rental (if available).



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3. **CONDUCT** - The Registered Guest under signature below is responsible for the actions of any family member or guest in or on the property of **Hartwell Heaven**. Fireworks may not be discharged in or near any houses, lawns, trees, docks or streets. Firearms are not permitted at any time. "Good Neighbor" policy is strictly enforced - No loud music or noises after 11:00 PM.
4. **VEHICLE PARKING** - Parking of guest motor vehicles is only permitted on the concrete driveway in front of the **Hartwell Heaven** house. There is no parking within the cul-de-sac or upon adjacent private driveways. Boat/PWC trailers may also be stored on or along the driveway in front of the house or in areas so specifically designated. Parking of campers, motor coaches (RV), or any vehicle in excess of 7500 lbs. on **Hartwell Heaven** property is prohibited.

INDEMNIFICATION

1. **INDEMNIFICATION** - The owners/managers of **Hartwell Heaven** will not be responsible for any accidents or personal injury occurring in/on the lake or dock, in the house or on the property of **Hartwell Heaven**. The renter shall indemnify and save the owners/managers of **Hartwell Heaven** (CDR Vacation Properties LLC) harmless from and against:
 - a. All claims against us arising from your actions, omissions or negligence or persons within your control;
 - b. All claims against us arising from any accident, injury or damage whatsoever caused to any person or to the property of any person occurring in or about the Rental Property during the term of the occupancy or rental period;
 - c. Any breach, violation or non-performance of any covenant or condition contained within this agreement to be performed by the renter.

ACCEPTANCE

By signing below, I agree to all Terms and Conditions of this Rental Agreement. I understand that violating the conditions of this agreement may result in cancellation or eviction without refund. I understand the cost of telephone toll calls, extraordinary cleaning, garbage removal, missing items or damages to the house, its contents or property may be deducted from my \$400 deposit and I am personally responsible for any damages or loss in excess of \$400, if so warranted for the reasons (but not limited to) stated above.

Signature: _____ Date: _____

Full Name of Registered Guest (Print): _____

Street Address: _____

City/State/Zip: _____ Phone: _____

Registered Guest Date of Birth: _____ Drivers License # / State: _____

Proposed Arrival Date: _____ Proposed Departure (Check-Out) Date: _____