

RENTAL AGREEMENT

Vacation Rental Agreement

Best of OC Condo Rentals LLC/ 8125 Village Crest Dr. Ellicott City, MD 21043/
410-715-1011/ bestofoc@bocmd.com

This Agreement covers the Condominium located at:

303 Emerson Towers 221 Wicomico Street / Unit 303 / Ocean City, MD 21842 US

Policies and Procedures

This rental applies to family or groups over 25 in age. Groups under 25 in age, Non-chaperoned, high school or college groups are not permitted. In addition, the number of occupants shall not at any time exceed the limit of 10 people set for this unit. Violation of these policies can result in denial of access to the property, cancellation of the reservation, and /or immediate removal from the property without refund.

All policies set forth in this agreement go into effect at the time of booking.

CHECK-IN time is after %CheckInTime% P.M. EST and CHECK-OUT time is %CheckOutTime% A.M. EST. No early check-in or late check-out during summer months. Unit and parking spaces must be vacated by 10am to allow cleaners time to prepare the condo for the next guests; they need to use the parking spaces in order to come in and clean. Failing to leave the unit by %CheckOutTime% will result in a \$100 late departure fee charged against your deposit

1. Please notify the agent or owner immediately upon discovering broken items in the condo. Failure to do so may incur some liability to the guest.

2. This is a NON-SMOKING unit.

3. PETS are not permitted in this unit under any conditions. Pets found in the unit is grounds for immediate eviction and charges for deep cleaning of the unit to remove any pet dander.

4. DAMAGE/RESERVATION DEPOSIT: A damage/reservation deposit of \$%SecDeposit% is required. The deposit is NOT applied toward rent; however, it is fully refundable within (15) days of departure, provided the following provisions are met:

a. No damage is done to unit or its contents, beyond normal wear and tear.

b. All debris, rubbish and discards are placed in trash chute, or dumpster and soiled dishes are washed and returned to correct kitchen cabinet.

c.

d. The renter is not evicted by the owner (or representative of the owner), the local law enforcement, or the security company employed by the condo association.

5. Loud and unruly behavior that disturbs other people in surrounding condos is unacceptable. Guest acknowledges and agrees as follows: Ocean City has adopted a Noise Control Ordinance that makes it unlawful to cause or permit noise levels which exceed those established by the Department of Health and Mental Hygiene of the State of Maryland (COMAR 10.20.01). It shall be a violation of this Agreement and grounds for immediate removal without refund if these noise levels are exceeded as a result of Guest's activity on the Property. Ocean City has other noise ordinances which are civil/or criminal offenses if violated. If the police are called you may be asked to vacate the condo immediately for such behavior.

6. Fees deducted from Security Deposit if above items are not performed:

* Above normal cleaning : (unit is left with trash, dirty dishes or more than normal amounts of sand in showers and floors, beds not made). \$25-150 depending on bill charged by cleaning company.

* Late Departure fee: \$100 (Remaining after specified check out time)

* Returned check or Echeck fee: \$50

* Non-return of Parking Passes: \$15 (if applicable)

* Damaged furniture: (Beyond normal wear) Cost of Repair of item.

* Rearranged furniture \$35

* Non Return of Garage FOBS \$75 each.

* Lost or missing Remote TV controls \$35

* Lost or missing key

7. PAYMENT: A payment schedule has been provided for this unit. Late payments will incur a late payment fee of \$35

8. CANCELLATIONS: A sixty (60) day notice is required for cancellation. Cancellations that are made more than sixty (60) days prior to the arrival date are subject to a 10% of the rent amount or \$100 whichever is greater plus booking fees. Cancellations or changes that result in a shortened stay, or that are made within 60 days of the arrival date, forfeit the full advance payment and damage/reservation deposit if unit is not re-rented. (Manager will attempt to re-rent the unit and if successful cancellation fee will be the same as above more than (60) day cancellation fee). Cancellation or early departure does not warrant any refund of rent or deposit. You may choose to purchase travel insurance separately. See item number nineteen (22) of this contract regarding travel insurance. Receipt of deposit is considered confirmation of reservation and if guest has not checked in within 24 hours of the arrival date, owner may cancel this Agreement and guest will forfeit all rental monies paid.

9. MAXIMUM OCCUPANCY: The maximum number of guests in this condominium is (10). Violation of this policy can result in denial of access to the property, cancellation of the reservation, and /or immediate removal from the property without refund.

10. INCLUSIVE FEES: The cleaning fee is included in the rental rate.

11. GRILLS: Due to being a fire hazard, no grilling is allowed either inside or outside of this unit.

12. LINENS, BEACH ITEMS, and BABY EQUIPMENT: These are not provided with the unit but are available for as an option based on our linen order form.

13. 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.

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

15. ASSIGNED PARKING SPACES AND PASSES: Parking spaces are located in spaces numbered 6 & 7 straight ahead as you enter the parking area under the building from Wicomico St. There are only 2 spaces for this condo. DO NOT PARK IN OTHER OPEN SPACES, YOU MAY BE TOWED. DO NOT ASSUME THAT AN OPEN SPACE IS UNUSED, THE OWNER MAY BE OUT FOR A BRIEF SHOPPING TRIP!

16. Property is cleaned between 10:00 a.m. and 4:00 p.m. between confirmed reservation periods. If Guest does not contact Agent within one hour of check-in, Agent/Owner will assume Property is acceptable. Guest agrees to accept Property as is on arrival and Guest will not be entitled to a refund of rent money and will have

no claim or recourse against Owner or Rental Agent other than to request remedy of the situation.

17. Owner/Agent does everything within their power to have your unit ready by check-in time, but we ask for your patience during busy rental periods. We also have high cleaning standards that we ask our cleaning contractors to adhere to. If you feel your unit has not received the necessary attention to detail prior to your arrival, please notify us as soon as possible so we can promptly address your housekeeping issues. We ask that you give us the opportunity to fix any unit cleaning or maintenance issues so you can have a relaxing and enjoyable vacation. There will be no refunds given for cleaning issues, missing items or broken furniture, but every effort will be made to remedy these issues. We ask for patience by allowing the Rental agent or owner time to remedy the situation. Remedy is specifically limited to best effort by owner/manager to correct any issues encountered. Some repairs may require parts to be ordered, which could mean the item may not be available for your use. Best efforts will be made to remedy any of these situations.

18. Working condition of air conditioning, televisions, DVDs, appliances, elevators, etc. are NOT guaranteed. No Refunds or rate adjustments will be made for mechanical failures or fire false alarms. Every effort will be made to remedy encountered equipment problems.

19. Opening and closing of pools is at the discretion of each individual building. Neither Owner nor Agent is responsible for closed pools or other common element problems.

20. Owner or Agent reserves the right to cancel this Agreement at any time prior to Guest taking occupancy of the Property. In such event, Owner will refund to Guest all deposit monies received.

21. HURRICANE OR STORM POLICY: No refunds will be given, we highly recommend that you purchase travel insurance which, for extra fee, provides reimbursement for events beyond your control like weather, sickness, job layoff or other emergencies. Please check the insurance policy as what is covered varies between policies. (some cover illness or job loss, others do not but cover weather related issues)

22. TRAVEL INSURANCE: We highly recommend your purchase travel insurance. If you wish to purchase travel insurance, there are multiple sources. One option is www.InsureMyTrip.com.

23. Access to Condo: While we endeavor to allow our guests to have exclusive use of this condo for the agreed rental period, there are occasions when access is necessary to perform inspection or repair of items in the condo. (AC, Refrigerator, Cable, Wi-Fi) We will attempt to schedule a time with the guests but if unsuccessful we reserve the right to access the unit.

24. Limitation of Liability: IN NO EVENT WILL AGENT'S OR PROPERTY OWNER'S LIABILITY IN CONNECTION WITH THE RENTAL PROVIDED UNDER THIS AGREEMENT EXCEED AMOUNTS PAID TO AGENT OR PROPERTY OWNER BY RENTER. THESE LIMITATIONS APPLY TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, AGENT AND/OR PROPERTY OWNER NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS. Neither the Agent nor Property Owner shall be liable to the renter for any indirect, special, or consequential

damages. The renter expressly waives the right to a trial by jury.

Departure Day Responsibility:

The property must be vacated by 10AM. Guest agrees to perform the following chores prior to vacating the property:

1. Clean and return all dishes and silverware to the appropriate cabinet or drawer.
2. Empty all food from refrigerator.
3. Remove sheets and pillow cases; make the bed with the provided covers.
4. Place all Trash needs to be disposed of in the large blue dumpster at the east side of the building
5. Return furniture to its original placement.
6. Lock all doors and windows.
7. Leave parking fobs, on the kitchen counter for the next guests.
8. Remove vehicles from the parking garage reserved spaces so that the cleaners can access the building and perform their tasks.

Contract

I understand that by booking this unit online, I agree to all terms and conditions of this agreement. I agree that all rental monies are refundable per cancellation policy, (8) above.

**A copy of the Guest's Driver's License will be required with the agreement. Not required for returning guests