

THE ROSE LOVELL HISTORIC HOME RENTAL AGREEMENT

This Tenant Rental Agreement is made on the date stipulated in Appendix A: The Rose-Lovell House Tenant Rental Agreement and Reservation and by and between The Barrie Family Limited Partnership (Landlord/Owner) and the Tenant as stipulated in Appendix A: The Rose-Lovell House Tenant Rental Agreement and Reservation. For and in consideration of the payment of rental and performance of the covenants and agreements herein after set forth, Landlord rents to Tenant and Tenant accepts from the Landlord the following:

Description of the premises: The Rose Lovell Historic Home, with 5 bedrooms located at 207 West Weed Street, St. Marys, Georgia 31558, and the accompanying land (Premises)

Check-in time - 3:00 PM: Keys are not available until the property is ready for occupancy. Owner will use reasonable efforts to have the Premises ready for Guest occupancy at check-in time, but Owner cannot guarantee the exact time of occupancy. Please call in advance if you may be arriving after 9:00 PM so that arrangements can be made for Guest property keys to be picked up.

Check-out time - 11:00 AM: Unless prior arrangements are made in writing with the Owner, Guests that do not vacate the rental property and return the keys by 11:00 AM or in the event Guest return to the premises without the consent of the Owner after turning in the keys and checking out, a fee equal to the rental rate for one (1) day will be assessed to Guest(s).

Reservation Requirements: 50% of the total rental fee required in advance to hold reservation. The Owner accepts checks drawn on U.S. banks only. Checks must be received at least 30 days before occupancy or the reservation will be canceled. Balance is due at check-in with cash, certified funds, or checks drawn on a U.S. bank. Please reference reservation dates when sending check or money order.

Security Deposit: Required at check-in and must be credit card imprint (authorization only) No checks will be accepted. The security deposit due is \$500.00 and is an authorization only (hold) on any major credit card. Guest must present the credit card along with a valid driver's license at check in. This authorization will be released within 7 to 10 days of the departure date, provided the keys are returned to the Owner by 11:00 AM and there is no breakage or damage to the premises and/or contents, outstanding long distance telephone charges, pay-per-view charges, or cleaning costs, other than those normally incurred in connection with the occupancy of the premises. Guest(s) acknowledges Owner's authority to charge Guest(s) Credit Card for damages to the unit occupied by the Guest(s) and/or his/her Guest(s). Each Guest will be financially responsible for damage done to the property beyond normal wear and tear. If there is damage to a property or it's property within, after the Guest(s) departure, the Guest will be notified of any excessive cleaning needed or damages made and the amount will be charged to their credit card. Guest(s) will be responsible for any damage caused by Guest(s), guest('s) family, guest('s) invitees, and guest('s) guest(s).

Cancellation: A \$30.00 fee is assessed for all cancellations. However, if Guest(s) cancel less than fourteen (14) days prior to there arrival date Guest(s) advance payment will be forfeited. Refunds are by check, no cash refunds are given.

Reservation Changes: Reservations may be subject to a \$30.00 rescheduling fee per change. All changes must be done prior to cancellation period expiration. Change dates are subject to availability and are at the sole discretion of the Owner.

No-show policy: The total amount of the reservation will be charged.

Returned Checks: There is a \$35.00 service charge for any returned checks.

Confirmation - Confirmation of the reservation will be mailed, faxed, or emailed to Guest(s) upon receipt of the reservation advance payment. Please read the confirmation for accuracy of dates, mailing address, number of adults and/or children and accommodations. Any errors must be directed to the Owners within seven (7) days of mailing. Please pay close attention to the number of persons (Adults/Children) on the confirmation and lease. Occupancy is limited to registered guests only. No overnight visitors are allowed without prior approval. In the event this occurs your security deposit and rent may be forfeited and you may be asked to vacate the property.

Additional Guests (More than the lease states) - Additional guests and visitors must be pre-approved by Owner(s) in advance. (Each child counts as one guest). If you bring in additional guests or visitors without prior approval, guest(s) may be asked to vacate the property and forfeit guest(s) security deposit and rent.

Keys: All keys must be returned to the Owners at time of Check-Out. Guest(s) are issued one or two sets of keys at check in. Guest(s) may request additional keys and sign for them. As this is a privately owned property, Guest(s) are responsible for lost-keys. The property must be re-keyed in the event that keys are lost, misplaced, or non-returned keys. The Guest(s) will be responsible for cost of this procedure.

Lockout policy: In the event a Guest(s) is locked out of a property, the Guest(s) can borrow a key by contacting the Owners. If an Owner is not available a locksmith will be required. The Guest(s) will be responsible for cost of this procedure.

Satellite Television: The property is privately owned and has subscription satellite television. The Owner does not guarantee any programs or events, Guest(s) liable for ordering any pay per view, programming charge plus an additional \$5.00 charge per program or event will be deducted from your security deposit. The Owner is not responsible for the content provided by satellite television, including, but not limited to the appropriateness for viewing by children.

Fire Places: Fireplaces are non operational.

Grilling: Outdoor grilling is permitted only on concrete or open areas away from any structures. Grilling on the deck or porch is prohibited.

Smoking: Smoking is not permitted inside. Outside smoking is permitted but please do not litter. Failure to obey this rule will result in loss of security deposit and/or charge to credit card.

Alcoholic Beverages: No drinking of alcoholic beverages by persons under the legal age of twenty-one (21) is allowed. Should a Guest(s) or guest of Guest(s) be arrested for underage drinking at the rental unit property or should Owner(s) observe a Guest(s) or guest of Guest(s) under the age of 21 drinking alcoholic beverages, this rental agreement may be terminated and the Guests evicted at the option of the Owner(s). Illegal drug use is strictly prohibited. Kegs are not permitted on any property.

Pets: You acknowledge that NO PETS are allowed in or on the premises.

Furnishings, Equipment, Etc: The property is privately owned and is furnished and equipped by the Owner. The Owner will not make any changes to the furnishings or equipment provided. If Guest(s) requires special appliances or equipment, please bring them with you. Furnishings are subject to change without notice. Under no circumstances are furniture, bedding, mattress pads, utensils or any other property supplied with the rental property to be removed from the premises. Doing so will result in a charge against Guest(s) security deposit. Moving of furniture is prohibited; any evidence of such will result in a charge against Guest(s) security deposit. Loss of these items, as well as damage to the property or furnishings in excess of normal wear will be charged to Guest(s), the renter. Certain areas are locked for the Owners personal storage and are not included in this rental.

Personal Property: The Owner is not responsible for any loss of Guest's personal property and vehicles from any means both inside and outside of the property.

Linen: A basic supply of linen is provided. Bed linen and bath towels are not changed during your stay. The startup set of bath soap, toilet tissue, detergent and trash bags are not replenished.

Listings & Pricing: Information regarding individual listings is believed accurate but cannot be guaranteed. We have made every effort to ensure that all the information on the Owners website is current and accurate. The possibility of errors and omissions exists. We will be happy to confirm all data contained herein or answer any questions you may have prior to booking your reservation. Rates, furnishings, fees, and taxes are subject to change without notice.

Rates – Current rates are shown on our website at www.RoseLovell.com. Rates for holidays, special events, and weekends may be higher. Rates do not include tax and are subject to change. Your rate will show in the attached Appendix A: The Rose-Lovell House Tenant Rental Agreement and Reservation.

Cleaning Requirements: – Guest(s) are required to leave the property in the same general condition it was when Guest(s) arrived. Dishes should be cleaned and put away but beds do not need to be made. The Owner will dust, vacuum, sanitize, and clean all towels and linens upon your departure. If additional cleaning is required, appropriate charges will be deducted from your security deposit. Guest(s) is responsible for any damage, abuse, excessive cleanup requirements, or loss caused by any member of Guest(s) party to the property or its contents during Guest(s) occupancy. Inspectors walk through each property after checkout to ensure the property is left in good order. The Owner will make that final determination of the necessity of any charges to Guest(s). Maid service and other cleaning arrangements during your stay are available for an additional charge.

Checkout Procedures: The items shown on Appendix B: Rose-Lovell Check List must be completed before checkout or the individual cost shall be deducted from the Guest(s) security deposit: Property should be left neat and in order (same condition it was when Guest(s) arrived).

Repairs, Service Calls, Refunds: Owner cannot guarantee against mechanical failure of heating, air conditioning, TVs, Satellite Receivers, VCRs, DVDs, telephone, electricity, water or other appliance or utility. Please report any inoperative service or equipment to our office immediately. Owner will make every reasonable effort to have repairs done quickly and efficiently. Should a repairperson make a call to a unit and find that the equipment is in working order and the problem was due to the Guest(s) oversight or neglect, the charge for service will be the Guest(s) responsibility. Refunds or rent reductions due to failure of appliances or equipment shall be at the Owners discretion. All maintenance requests must be reported to the office as soon as possible. PLEASE do not put off notifying us immediately as it could hinder us getting the repair done quickly!). Guest(s) understands and agrees that Owner may enter the rental property at any time for the purpose of making needed repairs. Please keep in mind that the property has been reserved and held for you and that others may have been turned away. Refunds or rate adjustments are not made for any inconvenience due to construction in the area, road repair, etc. No refunds for early departures (less days than reserved). No refunds will be given for delayed arrival. No refunds for reducing the number of nights reserved with less than 7 days notice. No refunds or reschedules due to inclement weather.

Acts of God, Noise and Disruptions: Owner shall not be liable for events beyond their control which may interfere with Guest(s) occupancy, including but not limited to Acts of God, acts of governmental agencies, fire, strikes, war, inclement weather and construction noise from nearby sites. No rebate or refund will be offered in these circumstances.

House Parties are Not Allowed: Rental Guest understands that the Owner will accept families, married couples, and responsible adults over the age of 21 ONLY. Guest(s) agree that more than the number of people stated on the lease shall not occupy the premises. If the unit is occupied by more than the number of people stated, it will result in loss of total rent, security deposit and/or additional charge to credit card. Occupancy in use of premises shall not be such as to disturb or offend neighbors. Do not display or hang any manner of clothing, linen, terry, banners or signs from any part of the building exterior or any part of the property. The use of firearms, or fireworks is strictly prohibited. Guest(s) certify that they have read carefully the limitations placed on the number of persons permitted to occupy the premises, and agree to abide by such limitations: if not, Guest(s) will be asked to vacate the property which will result in loss of total rental and security deposits with no refund.

Wedding and Other Special Events: Any function such as a dinner party, wedding, reception, etc. require prior written consent of the Owner. There is a fee to hold any type of get together or function at our property beyond the number of people listed on your confirmation. A refundable event security deposit is also required.

Right of Entry: Guest(s) agree that the Owner reserves the right to enter the rental property anytime to investigate disturbances, check occupancy, check for damage, to make such repairs, alterations or improvements thereto as Owner may deem appropriate, or to show property to prospective purchasers or guests.

Expedited Eviction: A material breach of this Agreement by Guest(s), which, in the sole determination of the Owner, results in damage to the Premises, personal injury to Guest(s) or others, a breach of the peace, a nuisance to others, or a violation of criminal law or local code, shall be grounds for termination of Guest(s) tenancy. Violation of any of the rules contained here in will result in immediate eviction and forfeiture of rent and security deposit. If the tenancy created hereunder is for 30 days or less, the expedited eviction procedures set forth in the Vacation Rental Act will apply. Guest(s) may be evicted under such procedures if Guest(s): (i) hold over in possession after Guest(s) tenancy has expired; (ii) commit a material breach of any provision of this Agreement that according to its terms would result in the termination of Guest(s) tenancy; (iii) fail to pay rent as required by this Agreement, or (iv) have obtained possession of the Premises by fraud or misrepresentation. Any reservation made under false pretenses will result in forfeiture of advance payments and the party will not be permitted to check-in.

Indemnification and Hold Harmless: Guest(s) agree to indemnify and hold harmless the Owner for any liabilities, theft, damage, cost or expense whatsoever arising from or related to any claim or litigation which may arise out of or in connection with Guest(s) use and occupancy of the rental property including but not limited to any claim or liability for personal injury or damage or theft of property which is made, incurred or sustained by Guest(s). The terms "Owner" as used in this Agreement shall include their heirs, successors in interest, assigns, employees, Owners, and representatives where the context requires or permits. The terms "Guest(s)," "You," and "Your" as used in this Agreement shall include Guest(s) heirs, successors, assigns, guests, invitees, representatives and other persons on the rental property during Guest(s) occupancy (without regard to whether such persons have authority under this Agreement to be upon the rental property), where the context requires or permits.

Disputes: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia, and shall be treated as though it were executed in the County of Camden, State of Georgia. Any action relating to this Agreement shall be instituted and prosecuted only in the Camden County Superior Court, Georgia. Guest(s) specifically consent to such jurisdiction and to extraterritorial service of process.

Owner Reserves the Right to Refuse Service to Anyone: All rental properties are leased without regard to race, color, religion, sex, national origin or handicap. Due to liability issues, we are unable to provide prospective renters with keys to preview properties.

Violating Agreement: If Guest(s) violates any of the conditions of this Agreement, the Owner may terminate this Agreement and enter Premises. Upon notice of termination of this Agreement, Guest(s) shall vacate the Premises immediately and forfeit all rents and security deposits.

Appendix A: The Rose-Lovell House Tenant Rental Agreement and Reservation:

Tenant: _____

Arrival: _____ (on or after 3pm)

Departure: _____ (on or before 11am)

Number of nights: _____

Rate: \$1,475 per week or \$375 per day (3 day minimum), plus 7% state tax, plus \$200 cleaning fee (not taxable).

Deposit amount: (half the total) (payable by check)

Please make check payable to

Barrie F.L.P., and mail to

207 West Weed Street, St Marys Ga. 31558

Deposit is required to confirm reservation

Please read, sign, complete the guest section, make a copy for yourself, and return this page by mail or email along with the deposit

By signing this, I have read and fully agree to all the above policies.

Guest Signature and Date:

Guest's Home Address, Phone Number and Email:

PRINT ALL NAMES OF PERSONS OCCUPYING THE PROPERTY

Appendix B: Rose-Lovell Check List

Checking In:

- On entering the through the front door of Rose-Lovell the switch for the porch lights and fans are on the left wall behind the greenery. The switch for the hall light is on the right wall by the doorway to the dining room.
- In the kitchen:
 - The microwave and WIFI are in the back hall by the kitchen back door
 - The coffee filters are in the pantry, in the door rack.
 - Please use only the supplied Lemi-Shine dishwasher soap which works with the somewhat hard St Marys water.
- In the living room:
 - The TV is in the entertainment cabinet. You will find the remote with 2 red buttons which turn on the satellite receiver and TV respectively. If you have any problems just turn both the satellite receiver and TV off and back on again.
 - The sofa chair folds out to a single bed and the sheets are in the bottom area of the entertainment cabinet or in the upstairs twin bedroom.
- In the downstairs bedroom you will find the 1st floor air conditioner thermostat
- In the downstairs bathroom, the shower thermostat is the small handle in the middle of the shower valve.
- In each bedroom you will find towels and sheets in the lower drawers of the dressers. The beds are made for your arrival.
- Upstairs:
 - The 2nd floor thermostat is in the hall on the east wall.
 - The “confessional” looking partitioned area in the hall has the washer and dryer. There is washing soap provided. If you find the dryer is not heating up, check the gas valve behind and under the silver vent tube.

During your visit:

- ✓ Help us keep the Rose-Lovell house pest free. Do not leave food out. When in doubt put it in the refrigerator or store in airtight containers.
- ✓ Please be mindful not to scratch or damage wood floors, table tops or furniture.
- ✓ Please take care not to stain terry, linen, bedspreads, rugs or upholstered furniture
- ✓ There is no smoking in the house or on the porches.

On your departure please:

- Wash dishes, pots, pans, silverware, and utensils, put the last load in the dishwasher and start it.
- Leave the stove and oven clean.
- Securely bag and empty all trash into the outdoor garbage bins by the garage. Plastic, glass, and tin go in the recycle bin next to the trash
- Leave the refrigerator clean and empty.

- Leave the bedspreads neatly folded or on the beds to avoid wrinkling.
- Securely bag all porch and outside litter and place in the outside garbage bins.

We will, after your departure:

- ✓ dust
- ✓ vacuum
- ✓ sanitize
- ✓ clean all towels and linens
- ✓ make the beds
- ✓ empty the dishwasher and inspect all kitchenware

If additional cleaning is required, appropriate charges will be deducted from your security deposit.

Guest(s) is responsible for any damage, abuse, excessive cleanup requirements, or loss caused by any member of Guest(s) party to the property or its contents during Guest(s) occupancy. Inspectors walk through after checkout to ensure the property is left in good order. The Owner will make that final determination of the necessity of any charges to Guest(s).

Security and Extra Cleaning Deposit:

Credit Card # _____ Expires: _____

Name on Card: _____

Signature: _____

Questions or problems – please call Bob Barrie at 912-322-8152 (cell) or 912-673-1252