

# Lease Agreement for Palmer's Point

The Trust of W.P. Baldwin, hereby known as "owner", has entered into a property management agreement with W.P. Baldwin & Associates Real Estate Company, hereby known as "Agency" and Daniel Bates as "agent". Agency and agent have been granted permission to conduct business, including the receipt of money, on owner's behalf.

This lease is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between the owner and \_\_\_\_\_, hereby known as "tenant" for the premise located at 514 Romain Road, McClellanville, SC 29458, hereby known as "Palmer's Point".

The lease shall begin at 3:00 p.m. on \_\_\_\_\_, \_\_\_\_\_ and end on \_\_\_\_\_, \_\_\_\_\_ at 10:00 a.m. Rental rates are subject to change, but will not change after deposit is received and contract is ratified. **All prices include linens, cleaning fee, and accommodation tax.** There is a 3 night minimum and 7 nights equal one week. Rates from **September 1<sup>st</sup> through April 30<sup>th</sup> are \$200/night or \$1200/week** and from **May 1<sup>st</sup> through October 31<sup>st</sup> are \$250/night or \$1500/week.**

**Payment and Reservations** - To confirm a reservation, a **deposit of 1/2 the rental amount is due within 10 days of booking the reservation.** If the deposit is not received within 10 days, the reservation may be cancelled. A confirmation of your reservation will be sent to you after receipt of the deposit. **Final payment is due on arrival. Payments must be in the form of a personal check, certified check, or money order made payable to W.P. Baldwin Trust.** There is a \$25 fee for any returned checks.

**Check In** – Between 3:00 and 5:00 p.m. on date of check-in. Call **Daniel Bates at (843) 513-2461** before checking to receive key code for the lockbox.

**Agency reserves the right to discontinue occupancy, with no refund, if in the agency's opinion, the tenant is detrimental to the rental premises and/or is in violation of the following rules.**

**Premises are to be occupied by the tenant and his/her guests**, but shall not exceed the occupancy of 12 people.

**Premises must be left and maintained in a neat and orderly fashion.** Tenant agrees to replace or pay for loss or damage to the premises. Tenant agrees not to rearrange furnishings. Tenant agrees that all members of the party will adhere to the rules and regulations affecting rental premises.

**No House Parties.** A house party may be, but is not limited to, any group made up predominately of people under the age of 25.

**No Noise after 7p.m** Tenant recognizes that Palmer's Point is in a residential neighborhood and that sound travels farther across the water. Tenant agrees to keep night-time activities to a minimum and limit all noises so they can not be heard from farther than 50 feet away.

**No Pets.** A minimum fee of \$150 for flea extermination, additional cleaning, and other damages will be billed if tenant is found to be in violation.

**No Smoking** inside the house. Smoking is permitted on the screened porch if all doors are closed. Please discard extinguished cigarette butts in the trash and not in the yard, marsh, or creek. Additional cleaning charges may apply if smoke odor is detected inside the residence.

No long distance calls. Tenant agrees to reimburse agency for the actual cost of long distance calls plus a \$10 service charge.

**Tenants use of the dock is limited to 2 boats** and tenant agrees to share the use of the dock and the driveway with the owner and their designees.

Tenant agrees not to use or board boats belonging to the owner and their designees that may be on the property without prior written permission.

Locked storage areas are for the property owner's use and are not to be tampered with.

Appliances and equipment failures will be repaired as quickly as possible. Please notify agent of any problems.

Tenant agrees to assume liability and hold owner, agency, and agent harmless from any and all injuries to persons or damage to property caused by tenant or any other on the premises with tenants permission. Tenant agrees to pay any cost and reasonable attorney fees incurred by owner in defending any lawsuit or other action brought in reference to such injuries or damage. All personal property in the premises at tenant's risk only and owner, agency, and agent shall not be liable for any damage to it, nor responsible for insuring tenant's personal property. Tenant agrees to assume liability and hold owner, agency, and agent harmless from any and all theft of property occurring on premises.

**Cancellations and Refunds** – There is a \$25 fee for all cancellations after deposit is received. Deposit shall be refunded if cancellation is received in writing within 30 days before check-in. Deposit shall also be refunded if a cancellation is received less 30 days before check-in but a new tenant enters into a lease agreement for the same dates as the cancelled lease agreement. In the event that a hurricane warning or mandatory evacuation is issued for the area, renters are encouraged to vacate the residence with their belongings and evacuate the area. A refund will be issued for days in which the residence was not used in the event of this evacuation.

**Check Out** is 10:00 a.m. Cleaning schedules prohibit exceptions. Please follow these steps before leaving to avoid additional cleaning fees:

Strip any used beds of all linens and place in laundry basket in laundry room along with used towels

Wash all dirty dishes or place in the dishwasher and turn on before leaving

Remove all personal belonging

Remove all food items from cabinets and refrigerator

All trash must be securely bagged and tied and placed in trashcans outside

Sweep or vacuum floors

Return keys to agency and notify agency of any damage to the property

## Please complete with tenant's information:

Tenant Name \_\_\_\_\_

Driver License No. \_\_\_\_\_ State \_\_\_\_\_

Home Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Home (\_\_\_\_) \_\_\_\_\_ Cell (\_\_\_\_) \_\_\_\_\_ Email \_\_\_\_\_

## THIS LEASE IS A LEGAL BINDING AGREEMENT.

I agree that I have read and agree to the terms and conditions set forth.

Tenant's Signature \_\_\_\_\_ Date \_\_\_\_\_

Agent's Signature \_\_\_\_\_ Date \_\_\_\_\_

Complete all information and return with a check or money order made payable to **W.P. Baldwin Trust** for 1/2 the total rate to:

**Daniel Bates**  
**380 Mouzons Bluff**  
**McClellanville, SC 29458**

*To ensure that your reservation is not cancelled, please return deposit within 10 days of tentative reservation. Reservations are not confirmed until deposit is received and a receipt and copy of this document is returned to the tenant*

Total Rental Amount:

1/2 Deposit:                      Received on:                      Received by:

Remaining balance to be paid at time of Check-in:

Agent's Notes: