

**STATE OF GEORGIA
GLYNN COUNTY**

LEASE AGREEMENT

This Lease Agreement (this "Agreement") is made this _____ day of _____, 2022 between Ocean Breeze 1110 LLC ("Owner"), and, the following individuals ("Renter"), to wit:

Name: _____

Address: _____

THEREFORE, In consideration of the mutual covenants and agreements contained in this Agreement, Owner leases to Renter, and Renter leases from Owner, the furnished premises located at 1110 Beachview Drive, St. Simons Island, Glynn County, Georgia (the "Property"), upon the following terms and conditions:

SECTION ONE: TERM

The period of this rental shall commence on the _____ day of _____, 2022 and end on the _____ day of _____, _____ (the "Rental Period"). Check-in time is _____ o'clock __.m. and checkout is by _____ o'clock __.m.

SECTION TWO: RENT; SECURITY DEPOSIT

At the time of execution of this Agreement, Renter shall deliver to Owner a deposit of \$ _____, receipt of which is acknowledged by Owner (hereinafter "Security Deposit"). This Security Deposit will guarantee the reservation of the Rental Period for Renter and will be held by Owner until after the Rental Period.

In addition to the deposit, Renter shall pay to Owner rent of \$ _____ (\$ _____ per night) for the Rental Period. This amount is due and must be delivered, in full, to Owner prior to the commencement of the Rental Period. Payments must either be in cash or by check payable to Ocean Breeze 1110 LLC, either delivered in person or electronically to Owner or mailed to _____. Owner will charge Renter a fee of \$50.00 for each check returned for insufficient funds.

Keys to the Property may be obtained on the first day of the Rental Period at check-in and must be returned to Owner at checkout. A charge of \$20 will be made for keys lost or not returned which Owner may deduct from the Security Deposit.

If Renter fully complies with all terms of this Agreement, Owner shall return the Security Deposit at the end of the Rental Period. If Renter does not fully comply with the terms of this Agreement, Owner may use the Security Deposit to pay amounts owed by Renter, including but not limited to damages, repairs, losses, charges, and cleaning as a result of Renter's use of the Property and

its effects. Owner shall return the Security Deposit to Renter, less any deductions, after inspection of the Property (within approximately 1 week after the end of the Rental Period).

SECTION THREE: USE

Renter and Renter's guests and invitees may use the Property for vacation purposes only. The Property shall not be occupied by more than _____ people. Occupancy by more than this number of people will result in forfeiture of the Security Deposit. Owner acknowledges that the house will be rented to _____ adults and _____ children and that Renter may have guests. Hunting, firearms, and incendiaries such as fireworks are prohibited.

Renter and Renter's guests and invitees may use only those areas of the house and land that are authorized for their use. Entry to locked closets within the house is prohibited.

No pets are permitted. No smoking is permitted.

The Property is leased furnished. Cooking and dining utensils, cutlery, serving dishes, china, silverware, and all kitchen equipment are provided by Owner and are to remain with the Property. Linens and bedding are furnished for use within the Property only. Beach and bath towels are provided by the Owner and are to remain with the Property.

Tenant agrees to take good care of the furniture, carpets, draperies, appliances, other household goods, and the personal effects of Owner as provided herein, and further agrees that Renter will deliver Property in good condition at the end of Rental Period. Renter agrees to pay Owner for items lost, damaged, or requiring repair or replacement as a result of Renter's use of the Property and its effects. Accidents or damage should be reported to Owner immediately insofar as practical. Owner may deduct the cost for any loss as contemplated herein from the Security Deposit, and if the Security Deposit is insufficient, Renter shall pay Owner the additional costs promptly after receipt of an invoice from Owner. Any invoice for loss as contemplated herein shall be presented to Renter within 1 week of the end of the Rental Period.

SECTION FOUR: DAMAGE OR THEFT

If Renter or any of Renter's guests or invitees cause, knowingly or unknowingly, any property damage or theft to occur on or to the Property, Renter shall report such incident to Owner immediately. Owner will withhold the return of the Security Deposit from Renter pending settlement of charges. Owner has the sole right to determine the damage and cost of repairs. If the cost of repair of such damage exceeds the balance of the Security Deposit, Renter shall pay the additional cost to Owner promptly after receipt of an invoice from Owner. Any invoice for loss as contemplated herein shall be presented to Renter within 1 week of the end of the Rental Period.

SECTION FIVE: CLEANING

Renter shall leave the Property in a clean and orderly condition upon Renter's departure. If additional cleaning is necessary above normal wear and tear, then Owner may charge Renter for such

cleaning. Owner may deduct such cleaning charge from the Security Deposit, and if the Security Deposit is insufficient, Renter shall pay Owner the additional cleaning charges promptly after receipt of an invoice from Owner. Any invoice for loss as contemplated herein shall be presented to Renter within 1 week of the end of the Rental Period.

SECTION SIX: HURRICANE SEASON

The "Official Hurricane Season" runs for the six months from June 1st through November 30th each calendar year. As a visitor to Glynn County and St. Simons Island, you need to be aware of the possibility of hurricanes and how they may affect your vacation and use of the Property as provided for by this Agreement. Thus, as it pertains to the threat from a named storm, the Renter agrees as follows:

- A. If a Mandatory Evacuation is ordered by Emergency Management Agencies (FEMA, GEMA, CEMA), you must vacate the Property and St. Simons Island as directed. In such an event, staying on St. Simons Island is not an option.
- B. Until a Mandatory Evacuation is ordered, all reservation policies as stated in this Agreement remain in effect. No rate adjustments or refunds, in part or in full, will be issued due to inclement weather or for "Severe Weather Alerts," "Tropical Storm Watches or Warnings" or a "Voluntary Evacuation."
- C. If a Mandatory Evacuation is ordered, and not lifted, prior to the Rental Period, the Owner will allow the Rental Period coinciding with the dates of the Mandatory Evacuation to be cancelled. Or, you may reschedule your Rental Period for different dates without penalty or shorten an existing Rental Period at a prorated charge.
- D. If a Mandatory Evacuation is ordered following occupancy, the Owner will refund that portion of the rent for the Rental Period that the unit could not be occupied. If, when the Mandatory Evacuation is lifted, there are two (2) or more days remaining on the Rental Period and public services on St. Simons Island are operating normally such that your stay would not be otherwise disrupted, this Agreement shall remain in full effect for the balance of your Rental Period.
- E. If, as a result of a hurricane, the Property is no longer in satisfactory rental condition or if the general condition of St. Simons Island is such that your stay would be adversely affected, we will allow you to reschedule your Rental Period without penalty.
- F. If the National Weather Service or NOAA predicts that St. Simons Island is in the possible path of a hurricane and you wish to cancel your reservation, we will allow you to reschedule your Rental Period without penalty.

SECTION SEVEN: OWNER'S ACCESS TO PROPERTY

Owner and Owner's agents have the right, at reasonable times, to enter the Property to examine, make repairs, or show the Property to potential tenants.

SECTION EIGHT: RELEASE, WAIVER AND INDEMNIFICATION

Renter acknowledges that swimming in the ocean is inherently dangerous, and use of the Beach

adjacent to the Property involves the risk of serious injury or death.

Renter assumes full responsibility for risk of bodily injury, death or property damage, due to the negligence of Owner or otherwise, while Renter or any of Renter's guests or invitees are in or on the Property.

Renter releases, waives, discharges and covenants not to sue Owner from and for all liability to Renter and Renter's guests, invitees, representatives, assigns, heirs and next of kin for any and all loss or damage, and any claim or demand on account of injury to a person or persons or property or resulting in death of Renter or any of Renter's guests or invitees, whether caused by negligence of Owner or otherwise, while in or on the Property.

Renter agrees to indemnify and hold harmless Owner from any loss, liability, damage or cost that Owner may incur due to the presence of Renter or any of Renter's guests or invitees in or on the Property and whether caused by the negligence of Owner or otherwise.

Renter accepts full responsibility for each child on the Property. All children must be supervised at all times.

Renter further agrees that the foregoing release, waiver and indemnification is intended to be as broad and inclusive as is permitted by law and that if any provision of this SECTION EIGHT is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

SECTION NINE: SPECIAL STIPULATIONS

- 1. _____
- 2. _____
- 3. _____
- 4. _____

The parties have executed this Agreement the day and year first set forth above.

Owner

Renter
