

## WELCOME TO OCEAN DREAM!

Get ready for warm days, ocean breezes, and a fun, relaxing time with those you love making great memories! We are so excited to host you and help you make great memories at the beach. This agreement ensures that your stay, and the home itself, is protected.

## BETTER TOGETHER VACATIONS

### Ocean Dream Short Term Vacation Rental Agreement

This Vacation (Short-Term) Rental Occupancy Agreement ('Agreement') constitutes a contract between the undersigned person ('Guest', 'you') and **Better Together NMB LLC** ('Manager' or 'Company'), operating as Better Together Vacations. This contract is made by the Company in its capacity as the principal operator of the Property. This Agreement is not transferable.

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## DEFINITIONS

**OWNER** shall mean Better Together NMB LLC (in its capacity as the property titleholder/lessor).

**MANAGER** shall mean Better Together NMB LLC (in its capacity as the operator/agent of the Owner).

**GUEST** shall mean the undersigned person and all members of their party and invitees.

**INDEMNIFIED PARTIES** shall mean, collectively, the Owner, the Land Trust, Trustee(s), the Manager, and their respective shareholders, members, officers, directors, employees, and agents.

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## MANAGEMENT AND SERVICE DISCLAIMER

It is understood and expressly agreed **Manager** is providing a short-term occupancy accommodation and expressly disclaims any responsibility for any acts or omissions by third persons or other legal entities for the provision of any services, goods, or other products which may be provided during the term of this agreement. **Manager** and its representatives are in no way responsible or otherwise liable for services beyond the normal operation of the property as a short-term occupancy accommodation.

## **PROVIDED AMENITIES & BENEFIT**

The **Manager** will provide for our guest's enjoyment and use:

Linens & Towels Fully Stocked Coffee Bar including Keurig machine, drip coffee maker, and French Press along with coffee beans and grounds, K-Cups, sugars and tea bags. Pool Towels Beach Chairs + 1 Beach Umbrella Starter Kit including restroom soap, and starter size dish soap, cleaning sponge, dishwashing tablets, laundry tablets and dryer sheets, and one paper towel 1 roll of fresh toilet paper per restroom Cleaning products under the sink and broom with pan, vacuum, and mop with bucket for use during your stay

## **GUEST PORTAL**

Upon booking you will receive an email with a link to your personalized guest portal which will contain all of the basic information needed for your stay. This portal is the "key" to your stay. Within the portal is everything you need including door codes (available on your check-in date), property address, wifi information, guidebooks, and available upgrades for your stay. **IMPORTANT:** please note within the guest portal you will find **REQUIRED TASKS** that must be completed as a requirement for your reservation and use of property.

## **VERIFICATION AND IDENTIFICATION**

To abide by local legal requirements, you will be asked to complete a secure verification portal by providing a copy of your official government-issued photo ID, confirming your contact information and sharing the purpose of your stay. The information is collected for screening and verification only and is not stored or used for any other purposes.

By making a reservation, you acknowledge that you may be required to provide a copy of a valid government-issued ID prior to check-in. You understand that your check-in instructions might be withheld until you have successfully completed verification steps in our guest portal.

## **CHECK-IN & CHECK-OUT**

**CHECK-IN IS AT 4PM.** Check-in may be delayed for maintenance or special cleaning. Early check-in **MAY** be available for an additional fee. Please use the guest portal to request early check-in (must be approved). Check-in instructions, including door codes will become available to you the day of check-in prior to your check-in time in your guest portal. Check-in is completely remote.

**CHECK-OUT IS AT 10AM:** All belongings must be removed and the property, along with the pool area and any outdoor areas, must be vacated by 10 AM. A late check-out **MAY** be available for a fee. To request a

late check-out, please check your guest portal. Checkout after 10AM without **prior written consent from Manager** will be subject to a late check-out fee of \$100/hr (non-prorated). Your door codes will be disabled promptly at 10am on check-out day. Any personal items left in the home requiring re-entry and a team member's assistance after 10am will incur a \$50 fee.

## CANCELLATION POLICY

The cancellation policy is as follows - 100% refund of fees paid to date IF you cancel within 48 hours of booking AND at least 45 days before check-in. If you cancel within 48 hours of booking but within 45 days of check-in, no refund will be available. After 48 hours of booking AND at least 45 days before check-in you will receive a 50% refund of fees paid. No other cancellation refunds applicable.

In the event of a force majeure such as a fire, earthquake, hurricane, flood or other circumstances outside the control of a party causing damage to the property preventing Guest from obtaining normal use of the property, all payments received by the **Manager** will be refunded to Guest.

In the event of a force majeure causing Guest to be vacated from the property, the unused portion of the vacation on a pro-rata basis will be refunded to the Guest minus the cleaning fee. In the event of an official hurricane warning in force for the North Myrtle Beach area within 48 hours of Guest's scheduled arrival, **Manager** will waive the cancellation penalty and change the reservation to a future date. Because unexpected travel interruptions may occur due to medical emergencies, illness, pandemic, weather, flight delays/cancellations, or any other unforeseen circumstances that are NOT subject to refund, TRIP INSURANCE THAT COVERS YOUR RESERVATION IS HIGHLY RECOMMENDED.

If Covid-19, or similar pandemic outbreaks, restrictions for NMB vacation rentals were to be implemented resulting in the forced closure of Better Together during the dates of your stay, the unused portion of the vacation on a pro-rata basis will be refunded to the Guest minus cleaning and linen fees or, if desired, your reservation could be moved to another available date. **Manager** do not extend refunds for other Covid-19 or similar pandemic related situations as it is possible that cases may rise, or that the particular state where you live could enforce restrictions which would not qualify for a refund. For those and other unpredictable reasons, we highly recommend purchasing trip insurance that covers the cost of your vacation.

## MECHANICAL FAILURES

We do not guarantee against mechanical failure of electrical service, stopped plumbing, water supply, air conditioning or heating, elevator, swimming pool equipment, audio visual equipment, computers or internet access, television, appliances, or the like. Please report any inoperative equipment to us immediately. We will make every reasonable effort to have repairs done quickly and efficiently. No refunds will be made due to failure of such items.

## SECURITY DEPOSIT & DAMAGE FEES

A \$1,000 security deposit is required for your booking. It is fully refundable. The security deposit is automatically secured (either as a charge or pre-authorization hold) on your card 2 days before arrival. It is automatically released 2 days after check-out, provided no damage is reported or violations of this rental agreement are discovered. Ultimately, you are responsible for any damages or breakage beyond normal wear and tear during your occupancy. You are also responsible for any damages and/or house rule violations as contained within this agreement above your security deposit limit. You will be charged for all fees associated with the damage of the property or its contents including but not limited to replacement of items or cleaning. Please note, violation of house rules incurring a fee will be secured by the security deposit.

## GROUPS, HOUSE PARTIES & OCCUPANCY LIMITS

Ocean Dream occupancy is 20. Any guests over this capacity are a violation of the house rules and this agreement and may lead to cancellation of the reservation and removal from property with no recourse. At the **Manager's** discretion, an additional per person fee may be charged at the rate of \$250 per guest above the limit of 20 guests which will be secured by the security deposit.

The guest making the reservation is required to stay for the duration of the reservation. House parties are not permitted. Permission or not you are liable for the stewardship of the home during the stay. There is an implicit expectation that those renting are going to be on premise and take the ultimate responsibility for the home and property. You are not permitted to rent the home on behalf of your family or friends as you will take on all of the liability. Should these requirements not be met, or in any way falsified, immediate eviction and forfeiture of rents and deposits will occur. Any reservation obtained under false pretense will be subject to forfeiture of all payments, deposits and/or rental money, and the party will not be permitted to check in or may be evicted. Evictions are not subject to any refunds, including security deposit or damage deposit.

## NOISE AND QUIET HOURS

**NOISE AND QUIET HOURS.** Guest agrees to observe both the **House Quiet Hours (10:00 PM to 8:00 AM)** and the **City Ordinance Quiet Hours (11:00 PM to 7:00 AM)**. During these hours, any noise (including voices, music, or shouting) that is **audible beyond the Property line** is strictly prohibited. Guest acknowledges that loud or excessive noise is a **material breach** of this Agreement. **FINES AND LIABILITY:** Guest agrees to be solely responsible for any fines, fees, or citations issued by the City of North Myrtle Beach Police Department for violating the noise ordinance. In the event the Owner or Manager is fined by the City due to Guest's or Guest's invitees' actions, Guest agrees to immediately reimburse the Owner/Manager for the full amount of the fine plus an administrative fee of **\$250**. Any violation may result in immediate eviction and forfeiture of all rents and deposits.

## SWIMMING POOL & HOT TUB

NO DIVING ALLOWED. There is NO LIFEGUARD ON DUTY – SWIM AT YOUR OWN RISK. There is a swimming pool and hot tub located on the property. You will use the swimming pool at your own risk. We will not be held responsible for the injuries sustained by you, anyone in your group or your visitors when using the swimming pool and pool area, and you will indemnify the **Indemnified Parties** for any actions resulting from injuries to you or anyone in your group.

No children should be in or around the pool or hot tub without adult supervision. No children under the age of five should use the hot tub. Children above five, and under the direct supervision of parents, should have a maximum 5–15 minutes per session, with breaks. Adults and children should leave immediately if they feel sleepy, nauseous, or dizzy. Please ensure all doors and/or gates giving accessibility to the pool remain closed at all times.

You should take a shower before entering the pool. The pool has a depth from 3 ft to 5 ft. and is not deep enough for diving. The hot tub comes heated with the rental of the home. Two knobs are located on the wall adjacent to the pool/hot tub to turn on the heat. For safety reasons, you may be required to restart the hot tub every twenty minutes. The pool can be heated upon request for an additional fee. See upgrades in your guest portal. Pool heating is generally closed from November through February but subject to weather conditions for use. PLEASE NOTE, we do not guarantee the pool to heat to more than 20 degrees above outdoor temperatures at any given point.

## PARKING

We provide up to 8 parking spaces on site. Spaces are based on average sized vehicles. Parking of motorbikes, mopeds, watercraft, trailered vehicles, high-rise vans, ATVS, and/or motor homes are not permitted. Golf Carts are permitted. Groups or individuals violating this restriction may be denied occupancy and/or ejected without refund. Parking spaces for cars, vans, and golf carts are available in the driveway. Guest is responsible to ensure all vehicles will fit under the house and that no vehicle will be parked on any none driveway surface. Please note, vehicles should not block the city sidewalk. The city of North Myrtle Beach can tow and/or fine you for your vehicle being over the car limit and that is not within proper designated parking areas.

## NO SMOKING

This is a NON SMOKING home. No smoking is allowed, including e-cigarettes or vaping. If you smoke outside, you must keep all windows and doors closed, smoke away from the home, and agree to pick up all cigarette butts. Any evidence of smoking in the home will result in an additional cleaning fee of \$500 and evidence of smoking outside the home (cigarette butts in yard, driveway ,etc) will incur an additional fee of \$250 beyond any other smoking violation fees. Neither of these fees will cover the cost of damage

to the interior or exterior of the home as a result of smoking. Please note, smoking fees will be secured by the security deposit.

## **ANIMALS**

Animals or pets of any kind are NOT ALLOWED in or about property unless you received written permission. Pets on property are a direct violation of house rules and may at **Manager's** own discretion lead to cancellation of reservation and removal from property without recourse. Further, any physical harm or death incurred inside or outside the home as a result of pets being on property are the sole liability of you, the Guest. The Guest indemnifies the **Indemnified Parties** for any and all physical harm or death as a result of violating the no pet house rule. Any evidence of pets in the home will result in an additional cleaning fee of \$500 and evidence of pets outside the home, including but not limited to pet waste, will incur an additional fee of \$250 beyond the additional cleaning fee. Neither of these fees will cover the cost of damage to the interior or exterior of the home as a result of pets on premise. Please note, pet fees will be secured by the security deposit.

## **CONTRABAND & WEAPONS**

There are to be NO illegal activities, drugs, or contraband used or brought onto the premises at any time. If any evidence is found we will notify the police and your reservation will be canceled with no recourse or refund. Weapons aren't permitted on the property including but not limited to firearms with or without a concealed weapons permit. Any harm done by any weapons including but not limited to firearms are your sole liability and responsibility. Canceled reservations are not subject to any refunds, this includes security deposits and damage waivers. You are responsible for the actions of everyone in your party.

## **ELEVATOR - PLEASE READ PRIOR TO USE**

Our elevator service team, ELEVATORS PLUS, can be reached at 843-877-4374

You must pay particular attention to all instructions related to elevator use. Instructions are below. PLEASE READ THEM FULLY. There is a per-incident fee of \$250 incurred for each service call related to guests' negligence of elevator rules (i.e. getting stuck on the elevator, inoperable elevator due from failure to follow instructions). NO children under the age of 16 are permitted to use the elevator alone.

General rules include but are not limited to: all gates and doors must be closed prior to use on EVERY LEVEL The elevator will not come when called if just one gate or door is open on any level. The elevator will stop if a door or gate is opened on ANY level while in use. Basic instructions:

500LB MAX WEIGHT LIMIT on elevator

Call for the elevator by pressing CALL. If operable the CALL button will remain lit until it arrives at your level.

WAIT for the indication the elevator is on your level (it will become unlit) PRIOR TO TRYING TO OPEN THE DOOR.

You will know the elevator is on your level because the CALL button will not be lit anymore. You may need to press CALL again once it's at your level to release the door to open. Keep in mind if you press CALL and it doesn't stay lit, it means the elevator is not going to move. More than likely this is due to a door or gate not being completely shut on another level.

One inside CLOSE BOTH THE DOOR AND GATE.

PRESS the button corresponding to the level you are trying to reach.

WAIT until the elevator comes to a complete stop before trying to open the gate or door.. If you attempt to open the elevator before it comes to a complete stop the elevator by default (safety) will stop.

If you are stuck in the elevator and everyone has ensured all gates and doors are completely shut and you have pressed the button corresponding to the level you are attempting to reach please call our elevator service team at ELEVATORS PLUS, 843-877-4374.

The elevator is equipped with a phone line. Simply press the ON/OFF button and immediately begin dialing.

Please note: all service calls to the elevator company which result in a discovery of misuse and/or failure to read and follow all instructions will incur a service fee of \$250 per incident.

## **CELEBRATION DECOR**

When using celebration decor (i.e. balloons, posters, streamers) within the home you must use proper wall and/or ceiling 3m type strips or the like which do not damage surfaces. Scotch tape or any other tape is not permitted. Please ensure all decor used inside or outside the home is removed and cleaned up prior to departure. Failure to remove and/or clean celebration decor will incur an additional cleaning fee of \$150. Any damage to surfaces requiring repair or replacement are the Guests responsibility.

## **TRASH**

PLACE THRASH IN THE TRASH BINS provided and put bins out to the curb on pick up days. Thrash pick-up schedule is as follows: Short-Term Rental Season (Peak Season) - May 1-Oct 17 - Monday, Friday, Saturday, and Sunday. Thrash in bins must be to the curb by 7am. The collection window for Saturday

and Sunday is 7am-12pm. Non-Rental Season (Off-Season) Monday, Friday. Trash in bins must be to the curb by 7am. Failure to place trash inside the bins and to put them out to the curb will incur a \$200 fee

## **GAME EQUIPMENT**

Arcade games, ping pong, corn hole equipment and any other games or equipment are provided as a benefit to our Guest. Any damage will be your sole responsibility.

## **TOILETS**

Only toilet paper should go in the toilet. A trash bin has been provided in each restroom for everything else. Clogged toilets as a result of Guest negligence will incur a minimum fee of \$150 up to the full cost of repair.

## **NO DAILY HOUSEKEEPING SERVICE**

While linens and bath towels are included in the rental, daily housekeeping service is not included.

## **COMMUNICATIONS**

NO landline phone available

## **BEACH RULES**

TENTS AND CABANAS are not permitted on the beach in North Myrtle Beach 5/15-9/15. Similar rules apply in Myrtle Beach, other nearby coastal towns, and Horry County. Always be sure to check with the city of North Myrtle Beach prior to travel for updates regarding rules and regulations and/or change of dates.

## **CHECK-OUT INSTRUCTIONS**

Prior to departure, you are required to (1) remove all items from the freezer and refrigerator; (2) run the dishwasher; (3) ensure the grill is cleaned and covered, (4) carry out all trash and place in the bins provided; (5) close and lock all windows and doors, leaving the property in a secure and orderly condition. NO NEED TO STRIP BEDS OR PILE TOWELS. We will take care of the rest.

## **SECURITY, SAFETY, AND DAMAGE DISCLOSURE**

Guest agrees to mandate that all doors, windows, and perimeter gates (including those related to the pool/hot tub area) are closed and securely locked upon leaving the Property, at night, and immediately upon final departure. Failure to secure the Property may result in a violation fee and liability for any damages resulting from unauthorized entry. SECURITY CAMERAS & MONITORING: Though Windy Hill, North Myrtle Beach, is an extremely quiet and family-friendly community, for your safety and the security of the home, please note we do have exterior security cameras recording 24/7 around the entire perimeter of the house. No cameras are located inside the home. Tampering with or disabling any security device is a material violation of this Agreement. POOL/HOT TUB WAIVER: Guest acknowledges that the use of the pool and hot tub is entirely at the Guest's own risk. Guest accepts full responsibility for supervising all children and impaired adults using the amenities and further agrees to ensure all safety covers and latching mechanisms are secured immediately after use. LIABILITY SHIELD: Owner and Manager assume no responsibility for any injury, loss, or damage arising from the failure to secure the Property or the negligent use of the pool, hot tub, or security features.

## **GUEST INDEMNIFICATION AND HOLD HARMLESS**

**GUEST INDEMNIFICATION AND HOLD HARMLESS.** Guest agrees to **INDEMNIFY, DEFEND, and HOLD HARMLESS** the Indemnified Parties from and against any and all claims, suits, liabilities, losses, damages, personal injury, property damage, costs, or expenses whatsoever (including, without limitation, reasonable attorneys' fees and court costs) arising from or related to: **(a)** the use or misuse of the Property, pool, hot tub, or any other amenities; **(b)** any claim or litigation which may arise out of or in connection with Guest's and Guest's invitees' and visitors' use and occupancy of the Property; or **(c)** the failure of Guest or Guest's invitees or visitors to observe the rules as set forth in this Agreement. This duty to defend is separate and distinct from the duty to indemnify and is triggered upon the assertion of any claim against the Indemnified Parties.

## **LIMITATION ON LIABILITY**

**LIMITATION ON LIABILITY. EXCEPT IN THE EVENT OF THE SOLE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNIFIED PARTIES, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) SHALL THE INDEMNIFIED PARTIES BE LIABLE TO GUEST OR ANY OTHER PERSON** for any **INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES** of any character (including, but not limited to, lost opportunities, inconvenience, reputational harm, or lost profits) arising out of or relating to this Agreement or the rental. **IN NO EVENT WILL THE INDEMNIFIED PARTIES' TOTAL AGGREGATE LIABILITY FOR ANY CLAIM EXCEED THE AMOUNTS ACTUALLY PAID BY GUEST TO MANAGER IN CONNECTION WITH THIS AGREEMENT.**

## **FORCE MAJEURE AND ACTS OF GOD**

Neither the Owner nor the Manager shall be liable nor deemed in default under this Agreement for any failure to perform or delay in performing any of its obligations due to or arising out of any cause not within its reasonable control, including, without limitation: acts of God, fire, flood, natural disaster, epidemics, pandemics, government shutdown, war, riot, terrorism, equipment failure, or adverse weather conditions. In the event of such circumstances, the Manager and Owner shall have no liability to Guest, and Guest shall not be entitled to any compensation or damages beyond the prorated refund of prepaid rent for any unused portion of the stay.

## **GOVERNING LAW, JURISDICTION, AND WAIVER OF JURY TRIAL**

**GOVERNING LAW, JURISDICTION, AND WAIVER OF JURY TRIAL.** This Agreement and all transactions contemplated by this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of South Carolina. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought exclusively in the courts of record of the State of South Carolina in Horry County.

## **JURY TRIAL WAIVER**

**JURY TRIAL WAIVER. GUEST HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM WHATSOEVER (WHETHER BASED UPON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR GUEST'S OCCUPANCY OF THE PROPERTY. GUEST ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT FOR THE OWNER TO ENTER INTO THIS AGREEMENT.**

## **GUEST RESPONSIBILITY**

**GUEST RESPONSIBILITY.** By executing this Agreement, Guest represents and warrants that they have communicated all terms, conditions, rules, and restrictions contained herein to every member of the Guest's party and every visitor, and that all such individuals have agreed to abide by this Agreement. Guest SHALL BE HELD PERSONALLY, JOINTLY, AND SEVERALLY LIABLE for any and all damages, violations, or expenses caused by any member of the Guest's party or any invitee.

## **THIRD-PARTY VENDOR LIABILITY**

**THIRD-PARTY VENDOR LIABILITY.** Guest understands and expressly agrees that any services, goods, or products provided by third parties (including, but not limited to, chefs, celebration planners, or rental companies for golf carts or beach equipment) ARE NOT EMPLOYEES OR AGENTS of the Owner or the Manager. OWNER AND MANAGER EXPRESSLY DISCLAIM ANY AND ALL LIABILITY AND RESPONSIBILITY, including without limitation, liability for the quality of services provided, failure of equipment,

negligence, personal injury, or death resulting from the use of such third-party services, goods, or equipment.

## **MANDATORY PAYMENT AUTHORIZATION AND WAIVER OF DISPUTES**

**MANDATORY PAYMENT AUTHORIZATION AND WAIVER OF DISPUTES.** GUEST HEREBY EXPRESSLY, IRREVOCABLY, AND UNCONDITIONALLY AUTHORIZES THE OWNER (ACTING VIA THE MANAGER) to charge the card on file for all fees agreed upon in this Agreement and by subsequent written communication (including email or text) without further notice, including, but not limited to, Reservation Fees, Upgrade Fees, Rule Violation Fees, and Damage Fees. GUEST AGREES TO IRREVOCABLY WAIVE AND FORFEIT ANY RIGHT TO INITIATE A CHARGEBACK, DISPUTE, OR CONTEST ANY AUTHORIZED CHARGE WHATSOEVER related to this Agreement. In the event of a chargeback denial, Guest agrees to pay all costs of collection, including attorney's fees.