

# **Terms & Conditions | Privacy Policy**

This Short-Term Rental Agreement is being entered into by the renter completing the booking request (Guest) and Southern Coast Stays (Host) on the date of booking completion. Guest agrees to the maximum occupancy of 6 guests during the rental period and no more.

- 1. **Property is to be used:** as a vacation rental only and not for business, professional, unlawful, or hazardous purpose. Guest acknowledges and agrees to hold harmless Southern Coast Stays from any injuries to them or their guests. Guest agrees not to sublet the property
- 2. Check in time: is 3:00 PM and check out time is 11:00 AM.
- 3. **Cancellation Policy:** Full refund for cancellations up to 30 days before check-in. If booked fewer than 30 days before check-in, full refund for cancellations made within 48 hours of booking and at least 14 days before check-in. After that, 50% refund up to 7 days before check-in. No refund after that.
- 4. **Damage and Incidentals:** Please take care of our home and its contents during your stay. If something is broken accidentally, we understand, and want to be able to remedy the situation before the next guest arrives. Please report breakage or damage to the Host by text or phone call. The damage or loss deposit will be refunded after check-out and housekeeping clearance. Usually within 2 business days.

#### 5. Duties of the Guest

- a. Guest Guidebook: It is the responsibility of the Guest to read the information provided prior to check-in, located at <u>www.southerncoaststays.com</u> homepage and a printed reference copy is located onsite. Any questions are to be directed to the Host.
- b. **Condition of Property:** Guest recognizes that the property is a private home and will take extra care of all personal items. Guest shall leave the property as it was found. No property shall be removed.
- c. **Pets:** Maximum of 2 dogs are allowed with discussion with owner, puppies are not allowed. Must be kenneled when left unattended. Pet fee of \$50 per dog will be added upon completion of booking.
- d. **Repair of Property:** Host may enter the premises at reasonable times to inspect the property or make repairs and will notify Guest accordingly.
- e. NO Smoking or Vaping: Guest understands that the rental home is a non-smoking home.

- f. **Parties:** Receptions or weddings, rehearsal dinners, showers, family reunions, parties, large parties, etc. **will not be allowed on the premises.** Noise should be kept to a reasonable level as not to disturb the neighbors.
- g. **Routine Cleaning:** Guest should complete all routine daily cleaning including washing of dishes and removal of garbage. If cleaning services are desired during your stay, please contact the Host to arrange.
- h. **Security/Safety:** All doors should be locked especially when Guests leave the property. Guest acknowledges and agrees that they are responsible for the safety of themselves, their guests, and their children with respect to the river, hot tub, firepit, grill, bicycles, kayak/paddle boards. Guests are encouraged to wear a helmet when bicycling and a life vest for water activities and use all equipment at their own risk.
  - i. The hot tub is to be used according to the instructions provided in the guest guidebook and the cover is to be locked/secured when not in use.
  - ii. The firepit is to be used in the front of the home only and kept on the brick pad. Guest shall ensure that embers are extinguished when left unattended.
  - iii. Grilling is allowed in the back porch/yard and Guest is solely responsible for grilling safety.
  - iv. Guest acknowledges and agrees to hold harmless the Host from any injuries to them or their guests. It is understood that there is no public lifeguard on the property or river area, and that supervision is Guest responsibility.
- 6. **Illegal Drugs:** Under no circumstances shall any illegal drugs be allowed on the property. Guest agrees that possession and use of any such substance is grounds for immediate eviction and forfeiture of payment. Guest further waives any and all rights to recourse against the Host for enforcing this clause.
- 7. **Weather/Acts of God:** Host is not responsible for any weather conditions or acts of God or nature that happen during Guest stay on premises and no refunds will be made. Prorated refunds will be given in the event of an Official Hurricane Evacuation.
- 8. **Governing Law:** This agreement shall be governed by the laws of the state of Alabama. Each of the party's irrevocable consents to the exclusive personal jurisdiction of the federal and state courts located in Alabama, as applicable, for any matter arising out of or relating to this Agreement. The Guest agrees to binding arbitration should any legal proceedings become necessary.
- 9. **Indemnification:** Guest agrees to indemnify and hold Host harmless from any liability for personal injury or property damage sustained by Guest or parties invited onto the property by Guest.
- 10. **Successors or Assigns:** Guest shall not assign his or her rights under this agreement, or sublet the property, in whole or part, to another party without the prior written consent of Host. Host retains the right to assign his or her rights under this agreement to a third party without further notice.
- 11. **Survival:** If any clause or term in this Rental Agreement is contrary to law, the remainder of the Rental Agreement shall remain in full force.

- 12. **Breach of Agreement:** Failure to comply with any of the foregoing clauses and overall rules established by this agreement may subject Guest to immediate removal from property and forfeiture of all rental payments and security deposits at the Host sole discretion.
- 13. **Entire Agreement:** This Agreement constitutes the entire agreement of the parties and supersedes all prior contemporaneous oral or written agreements concerning this subject matter.
- 14. **Certification:** By selecting the "agree to the terms & conditions option of the booking page, the Guest hereby certifies and consents that they have read the entire agreement and conditions and agree to the terms and will comply with them during the course of this rental agreement.



# **Website Privacy Policy**

This Privacy Policy is effective as of April 27, 2023.

Southern Coast Stays is committed to protecting your privacy online. This Privacy Policy describes the personal information we collect through this website at <a href="https://www.southerncoaststays.com">www.southerncoaststays.com</a> (the "Site"), and how we collect and use that information.

The terms "we," "us," and "our" refers to Southern Coast Stays. The terms "user," "you," and "your" refer to site visitors, customers, and any other users of the site.

The term "personal information" is defined as information that you voluntarily provide to us that personally identifies you and/or your contact information, such as your name, phone number, and email address.

Use of this website, including all materials presented herein and all online services provided by Southern Coast Stays, is subject to the following Privacy Policy. This Privacy Policy applies to all site visitors, customers, and all other users of the site. By using the Site or Service, you agree to this Privacy Policy, without modification, and acknowledge reading it.

#### 1) INFORMATION WE COLLECT

This Site only collects the personal information you voluntarily provide to us, which may include:

- a) Email address and contact information (name, number, company, location) in order to allow customers to request our services or ask us questions;
- a) First and last names and email address in order to subscribe visitors to our newsletter;
- a) As listed below in Activity we collect user data with Google Analytics in order to better understand how to improve our Service, and user experience.

The information you provide is used to process transactions, book service calls, answer questions, send periodic emails, and improve the service we provide. We do share your information with trusted third parties who assist us in operating our website, conducting our business and servicing clients and visitors. These trusted third parties agree to keep this information confidential. Your personal information will never be shared with unrelated third parties.

### 2) ACTIVITY

We may record information relating to your use of the Site, such as the searches you undertake, the pages you view, your browser type, IP address, requested URL, referring URL, and timestamp information. We use this type of information to administer the Site and provide the highest possible level of service to you. We also use this information in the aggregate to perform statistical analyses of user behavior and characteristics in order to measure interest in and use of the various areas of the Site.

Along these activities we utilize Google Analytics, a web analysis service provided by Google. Google utilizes the data collected to track and examine the use of the Site, to prepare reports on its activities and share them with other Google services. Google may use the data collected to contextualize and personalize the ads of its own advertising network.

### 3) COOKIES

We may send cookies to your computer in order to uniquely identify your browser and improve the quality of our service. The term "cookies" refers to small pieces of information that a website sends to your computer's hard drive while you are viewing the Site. We may use both session cookies (which expire once you close your browser) and persistent cookies (which stay on your computer until you delete them). You have the ability to accept or decline cookies using your web browser settings. If you choose to disable cookies, some areas of the Site may not work properly or at all. The Site does not respond to Do Not Track signals sent by your browser.

## 4) THIRD PARTY LINKS

The Site may contain links to third party websites. Except as otherwise discussed in this Privacy Policy, this document only addresses the use and disclosure of information we collect from you on our Site. Other sites accessible through our site via links or otherwise have their own policies in regard to privacy. We are not responsible for the privacy policies or practices of third parties.

#### 5) SECURITY

We maintain security measures to protect your personal information from unauthorized access, misuse, or disclosure. However, no exchange of data over the Internet can be guaranteed as 100% secure. While we make every effort to protect your personal information shared with us through our Site, you acknowledge that the personal information you voluntarily share with us through this Site could be accessed or tampered with by a third party. You agree that we are not responsible for any intercepted information shared through our Site without our knowledge or permission. Additionally, you release us from any and all claims arising out of or related to the use of such intercepted information in any unauthorized manner.

## 6) CHILDREN

To access or use the Site, you must be 18 years old or older and have the requisite power and authority to enter into this Privacy Policy. Children under the age of 18 are prohibited from using the Site.

# 7) CHANGES TO THIS POLICY

You acknowledge and agree that it is your responsibility to review this Site and this Policy periodically and to be aware of any modifications. We will notify you of any changes to this privacy policy by posting those changes on this page.