



VACATION RENTAL ACT/EXISTING SHORT TERM RENTAL ADDENDUM

THIS FORM SHOULD BE USED IF PROPERTY HAS ANY BOOKED RENTALS WITHIN 90 DAYS OF CLOSING. THIS INCLUDES ANY RENTALS THROUGH ONLINE PLATFORMS(I.E. AIRBNB, VRBO,ETC)

In reference to the Agreement to Buy and Sell Real Estate between, _____ the Buyer(s) (hereinafter called "**BUYER**"), and, _____ the Seller(s) (hereinafter called "**SELLER**"), dated _____, covering the real property known as:
Address _____ Unit # _____

City, State of South Carolina.

- 1) The above mentioned property is currently or will within 90 days of closing have a vacation rental and therefore the parties agree to abide by the provisions of the South Carolina Vacation Rental Act, which can be found below.

The South Carolina Vacation Rental Act

SECTION 27-50-210. Short title.

This article may be cited as the "South Carolina Vacation Rental Act".

SECTION 27-50-220. Scope of article.

(A) This article applies to any rental management company acting on behalf of an owner or to any other persons or entities otherwise engaged in the renting or managing of residential property for vacation rental as defined in this article.

(B) This article does not apply to:

(1) lodging provided by hotels, motels, tourist camps, or campgrounds subject to regulation under Title 45, including hotels, motels, or condominiums with multiple owners owning and managing individual units or groups of units that rent units on a daily basis or longer, and provide a front desk or office for customer service, or provide a centralized telephone system, or provide housekeeping services at no additional charge;

(2) any vacation timesharing accommodation as defined by Section 27-32-10(7) and (8); or

(3) rental of residential property on a weekly or monthly basis pursuant to Chapter 40 of this title, the South Carolina Residential Landlord and Tenant Act.

SECTION 27-50-230. Definitions.

As used in this article:

(1) "Residential property" means an apartment, condominium, single family home, townhouse, cottage, or other property devoted to residential use or occupancy by one or more persons for a definite or indefinite period.

(2) "Rental management company" means a licensed property manager-in-charge or broker-in-charge and their associates and employees who manage vacation rentals.

(3) "Vacation rental" means the lease, sublease, or other rental of residential property for a period of fewer than ninety days, except that it does not include rental of residential property on a weekly or monthly basis pursuant to Chapter 40 of this title, the South Carolina Residential Landlord and Tenant Act.

(4) "Vacation rental agreement" means a written agreement between an owner or the owner's rental management company and a tenant, in which the tenant rents residential property belonging to the owner for a vacation rental. This definition includes electronically transmitted agreements, including, but not limited to, agreements entered into over the Internet and electronic facsimiles.

(5) "Vacation rental management agreement" means a written agreement between an owner and the owner's rental management company, in which the rental management company manages residential property belonging to the owner for a vacation rental. This definition includes electronically transmitted agreements, including, but not limited to, agreements entered into over the Internet and electronic facsimiles.

SECTION 27-50-240. Vacation rental agreements; evidence of acceptance; trust accounts; advance payments; rental management company responsibilities.

(A) An owner or rental management company and tenant shall use a written vacation rental agreement for all vacation rentals subject to the provisions of this article. No vacation rental agreement is valid and enforceable unless the tenant has accepted the agreement as evidenced by at least one of the following:

(1) the tenant's signature on the vacation rental agreement, including electronic signatures transmitted over the Internet or other similar medium;

- (2) the tenant's payment of any monies towards the vacation rental agreement; and
- (3) the tenant's taking possession of the property subject to the vacation rental agreement.

(B) A rental management company in a vacation rental agreement shall place in a trust account conforming with the requirements of Section 40-57-135(B) any monies received from the tenant. The rental management company may require the tenant to pay all or part of any required rent, security deposit, or other fees in advance of the tenancy. The terms of these advanced payments, which may be nonrefundable, must be stated in the vacation rental agreement.

(C) A rental management company that executes a vacation rental agreement that does not conform to the provisions of this article or fails to execute a vacation rental agreement is subject to disciplinary action by the South Carolina Real Estate Commission under Section 40-57-145.

(D) A rental management company has a duty to inform each owner under contract with the rental management company of the owner's obligations under this section. If the rental management company has performed this duty, the rental management company is not liable for the owner's refusal or failure to comply with the requirements of this article. Nothing in this section may be construed to conflict with, or alter, the rental management company's duties under the rules and regulations of the South Carolina Real Estate Commission.

SECTION 27-50-250. Transfer of title of residential property subject to vacation rental agreement.

(A) The grantee of residential property subject to a vacation rental shall take title subject to the vacation rental agreement and the vacation rental management agreement for all vacation rental periods that begin no later than ninety days after the date the grantee's interest is recorded in the office of the register of deeds. If the vacation rental begins more than ninety days after the recording of the grantee's interest, then no party has the right to enforce the terms of the vacation rental agreement or occupancy provided for in the agreement, but the tenant is due a refund of any payments towards the agreement within forty-five days of the recording of the transfer of interest.

(B) Before ratification of any contract of sale, the grantor shall disclose to the grantee in writing all future time periods that the property is subject to a vacation rental. Not later than fourteen consecutive days after entering into a contract of sale or transfer of interest, whichever is earlier, the grantor shall disclose in writing to the rental management company the grantee's name and address. Not later than fourteen consecutive days after the date of the transfer of interest, the grantor shall disclose in writing to the rental management company the grantee's name, address, and date the transfer of interest was recorded. A grantor or grantee who knowingly violates or fails to perform any duty prescribed by any provision of this article is liable for actual damages proximately caused to the tenant and court costs. The court may award reasonable attorney fees incurred by the prevailing party. No action may be brought against an owner or rental management company by a tenant for any damages or injuries that occur as a result of property defects of which an owner or rental management company had no actual knowledge.

SECTION 27-50-260. Tenant compliance with evacuation orders.

If state or local authorities order a mandatory evacuation of an area that includes a residential property subject to a vacation rental, the tenant in possession of the property shall comply with the evacuation order.

SECTION 27-50-270. Effect of failure to disclose vacation rental agreement to purchaser.

Failure by the owner to disclose the existence of a vacation rental agreement to the purchaser, closing attorney, lender, or title insurer does not:

- (1) void the sales agreement;
- (2) create an encumbrance or defect in title; or
- (3) create a cause of action against the purchaser, closing attorney, lender, or title insurer for failure to discover the existence of the vacation rental agreement.

2) Per the requirements set forth in The South Carolina Vacation Rental Act the buyer and seller agree to the following:

Vacation Rental Management Company: _____
Contact Name: _____ **Phone:** _____ **Email:** _____

(A)

Choose only one of the following two options:

Option 1: _____(Buyer) _____(Seller) Buyer has received from the Seller a full list of all current rental bookings.

Option 2: _____(Buyer) _____(Seller) Buyer has not received from the seller a full list of all current rental bookings. Parties agree that Seller is to provide the buyer a breakdown in writing of current and future rental bookings within 2 calendar days of the contract effective date.

(B) _____(Buyer) _____(Seller) Buyer intends does not intend to retain the current vacation rental management company.

(C) _____(Buyer) _____(Seller) Seller shall notify the vacation rental management company within 3 calendar days the effective date that they have accepted a contract of sale and whether the buyer either intends retain their services as in (B). Seller to provide proof to Buyer that notice has been sent to the vacation rental company.

(D)

Choose only one of the following two options:

Option 1: _____(Buyer) _____(Seller) If buyer intends to retain the services of the vacation rental company all parties agree that the Buyer shall contact the vacation rental company listed above to coordinate paperwork as needed.

Option 2: _____(Buyer) _____(Seller) If Buyer does not intend to retain the current vacation rental management company all parties agree that Seller shall contact the vacation rental management company and request that no additional bookings be accepted after the Effective Date. Buyer agrees to honor all existing reservations as required by the South Carolina Vacation Rental Act.

(E) _____(Buyer) _____(Seller) Parties acknowledge that the Seller shall be responsible for providing the buyer with all keys, codes, lock programming instructions, pool passes, amenity passes and any other access information that pertains to the property or common areas by delivering items to the Sellers closing attorney no later than the day of closing. This shall include replacement or replacement cost of such items if Seller does not have them in their possession.

IN WITNESS WHEREOF, this Contract has been duly executed by the Parties

BUYER: _____ **Date:** _____ **Time:** _____

BUYER: _____ **Date:** _____ **Time:** _____

BUYER: _____ **Date:** _____ **Time:** _____

BUYER: _____ **Date:** _____ **Time:** _____

SELLER: _____ **Date:** _____ **Time:** _____

SELLER: _____ **Date:** _____ **Time:** _____

SELLER: _____ **Date:** _____ **Time:** _____

SELLER: _____ **Date:** _____ **Time:** _____