



## Rental Terms and Agreement & Guest Information

1. **For Purposes of this Agreement:** references to "you", "your", and "Guest" means the individual submitting payment and all occupants of the Property during the stay. References to "we", "us", "our", "Property Manager", "Property Management", "Management", and "Georgia Coast Realty" means Georgia Coast Realty. References to "Owner" means the owner(s) of the rental property and references to the "Property", "accommodations" or the "unit" means the property rented by the Guest.

2. **Headings:** Section and other headings contained in this Agreement are for reference purposes only and are in no way intended to define, interpret, describe, or limit the scope, extent or intent of this Agreement or any provision hereof.

3. **To Confirm Reservation:** A valid credit card is required for all reservations. A reservation payment along with a \$40.00 non-refundable reservation fee and the signed and initialed Reservation Agreement and Charge Authorization is required within 48 hours of making your reservation. Upon receipt of all the above items, a letter confirming your reservation will be sent to you. All monies received by Georgia Coast Realty for occupancy of the Rental Property indicates the acceptance of the terms of our Rental Terms and Agreement in full. Please email the Property Manager at [rental@gacoastrealty.com](mailto:rental@gacoastrealty.com) immediately if you have any questions or concerns.

4. **Payment:** All rates are subject to change without notice.

- **Daily and Weekly Reservations:** A deposit of 50% of the rental amount is required to confirm a reservation. Any balance owing for your stay will be due and payable 30 days prior to arrival. If payment is not received by the due date, the credit card on file will be processed for the remaining balance. Reservations made within 30 days of arrival date require payment in full at the time of making the reservation. NO REFUNDS WILL BE GIVEN FOR EARLY DEPARTURE. We accept cash, checks, MasterCard, and Visa. There will be a \$50.00 service charge on all returned checks. All specials and promotional offers apply to new bookings only, not to existing reservations, and are available for a limited period of time. Georgia Coast Realty reserves the right to correct or adjust rates to the published rates on a reservation if the rates have been misquoted due to human error and/or computer error.
- **Monthly Reservations:** Reservations for 30 days or more require a payment of 50% of the first month's rent paid at the time of making your reservation. The balance, plus any prorated amount of a partial month will be due 30 days prior to arrival. Reservations made within 30 days of arrival date require any pro-ration of a partial month plus the first month's rent at the time of making the reservation. Rent will be due thereafter on the first day of every month. Early departure requires a 60-day written notice with a penalty equal to one month's rent at the published rate. We accept cash, checks, MasterCard, and Visa. There will be a \$50.00 service charge on all returned checks.

5. **Cancellation Policy:** All cancellations must be in writing. Cancelled reservations will be refunded in full, less a \$250.00 cancellation fee and the \$40.00 reservation fee, if cancelled at least 60 days prior to your arrival date. Cancellations occurring less than 60 days prior to arrival date are non-refundable. Guest(s) will not receive a prorated refund for any unused portion of their stay. Georgia Coast Realty does NOT issue refunds due to acts of nature such as: weather, road conditions, and hurricanes. If the property reserved is uninhabitable due to such circumstances and travel insurance was not purchased, reservations may be rescheduled for future dates within one year of the reservation date at the published rate.

The inventories and furnishings of the property are subject to change without notice. Guest(s) is not allowed to relocate to another property or entitled to a refund or adjustment simply because the Property does not meet Guest(s) preferences or expectations upon arrival. Georgia Coast Realty reserves the right to correct or adjust rates to the published rates on a reservation if the rates have been misquoted due to human, software, third party, website, or computer error. Georgia Coast Realty shall have the right to cancel reservation if the Guest does not agree to the corrected rates and terms.

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6. **Taxes:** A Georgia sales tax of 6% and county hotel-motel tax of 5% is collected on the first 30 nights of all stays. State sales tax only is collected on the 31<sup>st</sup>-90<sup>th</sup> nights of all stays. Tax requirements are subject to change by state and local taxing authorities.

7. **Credit Card Authorizations / Charges:** Credit cards (MasterCard or Visa) are used as security against any damages, credit card fees, cancellation fees, forfeiture or any payments, charges left unpaid at departure, telephone charges, internet charges, lock-outs or lost keys not returned, pool passes not returned, lost gate cards, unauthorized pets, evidence of smoking in the Property, rearranging furniture, missing items, excessive cleaning and/or damage to the Property and/or common areas (grounds). \*\*Authorization to charge your credit card for damages and/or any unpaid charges listed above is required on the signed Reservation Agreement & Charge Authorization when confirming your reservation. Anything over and above the Guest's credit card limit will be turned over to Georgia Coast Realty's attorney. Property management staff inspects units following a rental to determine if there are any damages or missing items. Please report any damage noted on arrival so you will not be charged in error. Any breakage or damage occurring during your stay should be reported and arrangements made to cover replacement cost prior to your departure.

8. **Conduct:** Loud or unusual behavior is strictly prohibited. Georgia Coast Realty reserves the right to evict, without refund, any person who creates a disturbance or becomes a nuisance. Violation of any of the condominium rules will result in IMMEDIATE EVICTION and forfeiture of rent and payments. Throwing and/or dropping ANY object from patios, balcony and/or corridors is grounds for immediate eviction and forfeiture of rent and payments.

9. **Occupancy Restrictions:** The occupancy limitation for each property is designated in the Property description. *All properties are limited to REGISTERED GUESTS ONLY and to the Property's occupancy limits.* Absolutely no parties, social gatherings, student groups, or wedding events. All properties are limited to adults and families only. Excessive damage, illegal activity of any kind, sports team participants and any individuals 25 years of age or younger unaccompanied by their parents or legal guardians are not allowed in this privately owned Property. Children are not to be left unattended on balconies/porches, around pools/hot tubs, or stand on any furniture. If Property Management determines that the occupancy restrictions have been violated by Guest(s) or their invitees' actions, it shall be cause, at Property Management's sole discretion, for immediate termination of this occupancy and EVICTION WITHOUT REFUND.

10. **Substitution:** Management strives to comply with all reservation requests for all rental properties. However, due to ownership changes, properties being removed from rental program, owner's personal use, mechanical problems, maintenance issues or any other unforeseen circumstances we cannot absolutely guarantee a specific rental property. We reserve the right to change assignments without notice or liability, should the unit or property become unavailable for any reason. When comparable accommodations are not available, Guest(s) will have the option of selecting from available properties at the published rate or receive a complete refund of their reservation payment. Where there is no substitution that can be made, management will strive to give as much notice to the Guest as possible so other arrangements can be made.

11. **Furnishings and Equipment:** All rental properties are furnished, equipped, and maintained according to owner's preference. Inventories and furnishings are subject to change without notice. Guest(s) is not allowed to relocate to another property or entitled to a refund or adjustment simply because the Property does not meet your preferences or expectations upon arrival. All rental properties have central heat and air and fully equipped kitchen. Televisions and linens (see #12) are provided. Rearranging the furniture or removing any items from the Property is prohibited.

12. **Linens and Towels:** Bath towels, bed linens, pillows, and blankets are provided. Bath towels and bed linens are not for outdoor use. Please DO NOT take the Property's linens or bath towels to the pool or beach. Do not wash colored items with white items.

13. **Amenities:** Georgia Coast Realty provides the Property with a complimentary set of amenities including 1 roll of paper towels per kitchen sink, 2 dishwasher tablets, 2 kitchen trash bags, 1 hand soap per bathroom sink, 2 rolls of toilet paper per bathroom. Guest(s) is responsible for the purchase of any additional items that might be required during the stay.

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14. **Security and Safety Rules:** When leaving the Property, please lock all doors, windows, and secure garages. Guest assumes responsibility for the property rented and its contents, as well as Guest's personal property. Georgia Coast Realty does not assume any responsibility for injuries resulting from Guest's failure to use due caution.

15. **Utilities:** Rental rates are inclusive of all utilities including electricity and/or gas, basic cable, internet, television, water, sewer, and waste disposal. Any additional fees Guest(s) is responsible for associated with heating pools and/or hot tubs are noted in Property description on the website. *Interruption of any utilities does not warrant refunds or discounts. Management will make every effort to resolve such interruptions in a timely manner.* Stays greater than 30 days in length are subject to an excess utilities surcharge when utilities are significantly higher than average due to Guest's occupancy.

16. **Cable TV and Internet:** Georgia Coast Realty does not guarantee any programs, channels, events, or reception. Guest(s) is liable for ordering any Pay per View or On Demand. If Guest(s) does not use their own credit card for ordering, programming charges plus an additional processing fee of 5% will be charged to the credit card on file.

17. **Plumbing:** Do not put any feminine products, diapers, paper towels, flushable wipes, wipes, or excessive toilet paper in any toilet. Plungers are provided should a clog occur. Please do not pour grease down any drains, and do not place seafood shells, citrus peels, onion skins, or any other drain clogging objects into garbage disposals.

18. **Housekeeping:** The rental unit will be cleaned prior to your arrival. If you are not satisfied, please call our office immediately and we will dispatch housekeeping. If you have not called by noon the day after arrival, we will assume that you found everything in acceptable condition. **NO REFUNDS OR DISCOUNTS WILL BE GIVEN FOR HOUSEKEEPING ISSUES.** Guest(s) is not allowed to enter the Property until all housekeeping and inspections have been completed, and housekeepers are not authorized to grant access to the Property. Guest(s) is responsible for the cleaning of the Property during the stay and for leaving the Property in good condition at check-out. **If you would like additional housekeeping services during your stay, please contact our office for fees associated with additional housekeeping.** Undue and/or unreasonable cleaning of the Property will be charged to Guest's/ Cardholder's credit card as an Additional Cleaning Charge at a rate of \$50/hour, with a one hour minimum. This also applies to the Property's exterior, grounds, BBQ grills, and balconies/patios. The health and safety of Georgia Coast Realty's guests is a top priority. Georgia Coast Realty is actively monitoring information surrounding COVID-19's potential impact on travel to and around St Simons Island. To help ensure our guests' and staff's health and safety, Georgia Coast Realty has enhanced our already high cleaning standards. We will continue to update these standards based on communications from the CDC and Georgia Department of Public Health. In an effort to be as diligent as possible with our sanitation, Georgia Coast Realty is doing the following:

- Disinfect and virucidal spray are used to disinfect all hard surfaces. Housekeepers are being extra careful to wipe down all surfaces, handrails, knobs, buttons, and door handles.
- Dishwasher safe cookware, utensils and dinnerware are washed with normal dishwasher detergent.
- Kitchen items that are not dishwasher safe are hand washed in hot water with dish detergent.
- Bathrooms are being sanitized with the same disinfectant stated above but it also includes a bleach solution to sterilize and prevent the spread of mildew.
- Flooring, other than carpet, is washed with a disinfecting solution.
- Carpet is vacuumed and the bags are changed very frequently.

19. **Pets:** Pets are NOT permitted in our rental properties, except where noted and then only by prior arrangements. This is strictly ENFORCED. Violation will result in immediate eviction, forfeiture of payments and rent and a MINIMUM charge of \$500.00 plus the expense of any cleaning deemed necessary by Georgia Coast Realty in its sole discretion. **NO REFUNDS WILL BE GIVEN SHOULD EVICTION BE NECESSARY.** Georgia Coast Realty is committed to providing reasonable accommodation to protect the rights of guests with disabilities to bring a "service animal" (as defined by Georgia and federal law). If a guest needs a service animal, he or she should request a reasonable accommodation, in writing, from Georgia Coast Realty at the time of their reservation. Guest need not disclose the details of their disability nor provide a detailed medical history.

Guest with approved dog(s) must observe the following rules:

- Do not allow dog(s) on any furniture or bedding at any time.
- Dog waste must be bagged and securely tied before being placed in the garbage bin located outside the Property.
- All yard spaces must be free from all solid dog waste before Guest's departure.
- Do not allow dog(s) in bathtubs, spas, or pools.
- Please do not use any linens provided at the Property when bathing or drying dog(s).

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- Dog(s) should not be left unattended in the Property unless crated.
- Please remove excessive pet hair to avoid additional cleaning time which may result in additional cleaning charges at a rate of \$50/hour.
- Guest(s) assumes full responsibility for any property damage caused by the dog(s). Fees for damages will be charged to the credit card on file.

20. **Smoking:** NO SMOKING is allowed in any of our rental properties. Evidence of smoking inside the Property, on balconies, or enclosed porches will result in a minimum charge of \$1,000.00 for violating this policy.

21. **Pools / Hot Tubs:** Guest(s) acknowledges that all properties with pools and/or hot tubs are not life-guarded, and Guest(s) is responsible for the safety of themselves, their children, and their guests. Guest(s) acknowledges that there are inherent risks involved with pool facilities and/or hot tub, including but not limited to possible physical injury and loss of life. Guest(s) who choose to voluntarily use the pool facilities and/or hot tub has full knowledge that the use of the pool facilities and/or hot tub may be hazardous to you, your guests, invitees, and Guest's property. GUEST VOLUNTARILY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF LOSS, PROPERTY DAMAGE OR PERSONAL OR EMOTIONAL INJURY, INCLUDING DEATH, that may be sustained by the Guest as a result of using the pool facilities and/or hot tub, whether supervised or unsupervised. Guest agrees to be responsible for the day-to-day general safety conditions of any pool facilities and/or hot tub to use at Guest's rental property. This includes, but is not limited to, keeping the pool facilities and/or hot tub areas clean of debris, keeping pool facilities and/or hot tub areas clean, neat and organized, keeping all gates and doors locked and secured at all times and operating the pool facilities and/or hot tub in a safe, responsible manner. No reciprocal agreements exist between properties. Guest(s) is responsible for any additional fees associated with heating pools and/or hot tubs as noted in property description on the website. *NO DISCOUNTS OR REFUNDS WILL BE ISSUED FOR POOL OR HOT TUB MALFUNCTIONS, MAINTENANCE OR CLOSURES.*

**Pool Rules:**

Use of the pools and hot tubs is for registered Guests and their guests only.

- Diaper age children are required to wear swim diapers when using swimming pools.
- A responsible adult must accompany and supervise children at all times.
- Always rinse off any sand before using the pool or hot tub. Sand will clog the pool equipment.
- Guest is responsible for paying a pool cleaning fee if excessive sand is found in the pool.
- Please use non-breakable drink and food containers around the pool or hot tub area.
- DO NOT ADD ANYTHING TO THE POOL WATER OR HOT TUB (such as bubble bath, coloration, or oils).
- If the water level is low (below the filter intake), please add more water or notify Georgia Coast Realty by calling (912) 638-1144 immediately. Low water levels may destroy pool equipment.
- Please do not tamper with any pool control panels in an attempt to turn on the pool heating element or adjust the temperature settings without PRIOR approval and instructions provided by the Property Manager.
- If the pool utilizes a Polaris vacuum cleaner, please do not remove it from the pool at any time.
- If the water looks cloudy or dirty, please notify Georgia Coast Realty by calling (912) 638-1144. \*If it is found that a service call was necessary due to Guest's failure to observe the above-mentioned pool rules, the Guest will be responsible for all charges by the service company.

22. **Grills:** Outdoor grilling in condominiums is allowed only in designated areas and is prohibited on balconies, decks, and enclosed porches. Outdoor grilling at our vacation cottages is prohibited in enclosed areas. Should a propane tank for a grill become empty during a guest's stay during regular business hours (9:00 am - 5:00 pm EST, Monday through Friday), we will come exchange it. If it is reported empty after hours, this is a non-emergency, and it will be replaced within 24 hours. At any time during business hours or after hours, the Guest has the option to exchange the tank themselves at their own risk. If the original receipt is provided to the Property Manager, the Guest will be reimbursed for the exchanged propane tank. Reimbursement will be made to the credit card on file for the reservation only. Georgia Coast Realty is not liable for the loss of food items due to propane running out during cooking.

23. **Maintenance:** From time to time, it may be necessary for us to enter the vacation home during reasonable hours for any purpose connected with the repair, care, or management of the Property. If this is necessary, we will make every effort not to disrupt your vacation. Every effort is made to keep each property and its equipment in good working order. Please notify us of any difficulty you incur during your stay so repairs can be made. We will make every effort to eliminate any problems or have repairs made as soon as possible. Service contractors may be on the Property during Guest's stay to regularly service and maintain lawns, pools, etc. and may not be turned away or rescheduled at the Guest's request. In the event of a problem accessing the Property or with the condition or functionality of the Property, please immediately call the Georgia Coast Realty Property Manager at (912) 638-1144. Be sure to leave a message if there is no answer and a representative will respond as soon as possible. Guest(s) will be responsible for any maintenance call charges that are determined to be caused by guests. **NO REFUNDS OR REDUCTION IN RENT WILL BE MADE FOR MECHANICAL FAILURES OR MALFUNCTIONS, INTERRUPTION OF UTILITIES, OR OTHER MAINTENANCE PROBLEMS.**

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24. **Lock-Out Charges:** There is a \$50.00 charge for lockouts during the hours our office is closed.

25. **CHECK-IN IS AT 4:00 P.M.** Please come to the Georgia Coast Realty office at 105 Main Street, St. Simons Island, GA 31522 to pick up your keys. Our office closes at 5:00 pm. If you are planning to arrive after hours or over the weekend, your packet will be in the welcome box to the left of our office front door. **BASED ON OCCUPANCY AND APPROVAL FROM MANAGEMENT PRIOR TO ARRIVAL, EARLY CHECK-INS, EARLY ARRIVALS TO THE PROPERTY OR LATE DEPARTURES ARE SUBJECT TO A CHARGE OF ½ THE NIGHTLY RENTAL RATE PLUS TAXES.** Arriving early will cause difficulties in cleaning and may block parking spaces for staff. Early check-ins, arrivals, and late departures are not permitted during peak periods.

26. **Upon Arrival:** Guest(s) must check over the Property upon arrival. If there are any concerns or issues with the Property, please immediately contact Georgia Coast Realty Properties Manager at (912) 638-1144. Be sure to leave a message if there is no answer and a representative will respond as soon as possible.

27. **COVID-19 Liability Waiver:** State Bill 359 Georgia COVID-19 Pandemic Business Safety Act. Under Georgia law, there is no liability for any injury or death of an individual entering the Property premises if such injury or death results from the inherent risk of COVID-19. All guests are assuming this risk by entering the premises. Preventative measures have been put in place to reduce the spread of COVID-19. By signing this Agreement, Guest acknowledges the contagious nature of COVID-19 and assumes the risk that Guest(s) and Guest's invitees may be exposed. Guest hereby releases, guarantees not to sue, discharge, and hold harmless Georgia Coast Realty of any and all forms of claims relating to COVID-19. Guest also agrees to defend, indemnify, and hold harmless Georgia Coast Realty from all claims by any third party(ies) relating to COVID-19, including all liabilities, actions, damages, costs, or expenses of any kind, arising out of, or relating to Guest's or Guest's invitees use of or presence at the rented Property(ies).

28. **Hurricanes and Severe Weather:** Refunds for cancellations or shortened stays due to actual or anticipated hurricanes, tropical storms, other inclement weather or acts of nature will not be issued by the Property Manager under any circumstances. Georgia Coast Realty recommends all Guest(s) purchase travel protection insurance from a 3<sup>rd</sup> party company, as we do not offer travel protection.

29. **Nearby Construction:** There may be construction ongoing at properties adjacent to or close by the Property being rented by Guest. The rules regarding acceptable noise levels, start and finishing times, and other restrictions relating to any such construction are governed by local ordinances and/or community specific rules and regulations beyond the control of the Property Manager. The Property Manager will use its best efforts to ensure that the appropriate parties are notified, and appropriate remedial action taken in the event that it receives notice that the construction at issue may be in violation of any such regulations or ordinances.

30. **Property for Sale:** In the event a property is on the real estate market for sale, Georgia Coast Realty may need to show the Property during your stay. Georgia Coast Realty will make every effort to provide the Guest(s) occupying the Property 24 hours' notice before scheduling any showings.

### 31. TRAVEL INSURANCE & VACATION DAMAGE PROTECTION PLAN

- *Vacation Rental Insurance - Guest Protect Plan*

Vacation Rental Insurance has been made available with your reservation. Vacation Rental Insurance provides coverage for the loss of prepaid, non-refundable expenses due to certain unforeseeable circumstances that may jeopardize your vacation investment and force you to incur unplanned expenses. Trip Cancellation and Trip Interruption coverage is available for events such as a sickness or injury of yourself, family member or traveling companion; flight delays due to adverse weather; interruptions of road service; terrorist acts; and mandatory evacuations. The plan also includes other valuable coverages such as Medical and Dental, Baggage, and Emergency Assistance and Transportation in addition to useful services such as identity theft, concierge and 24/7/365 emergency assistance. We strongly recommend you purchase this valuable protection. Additional terms and conditions apply; please read your Description of Coverage/Policy carefully and contact Generali Global Assistance at 866-999-4018 with coverage questions.

You can review the Description of Coverage or Insurance Policy here:

<https://www.csatravelprotection.com/certpolicy.do?product=G-330COAST>

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### *Vacation Rental Damage Protection*

As a part of your stay, you may purchase a Vacation Rental Damage Protection Plan designed to cover unintentional damages to the rental unit interior that occur during your stay provided they are disclosed to management prior to check-out. If purchased, the policy will pay a maximum benefit of \$3,000.00. Any damages that exceed \$3,000.00 or are not covered under the plan will be charged to the credit card on file. If, during your stay at one of our rental properties, an insured person causes any damage to the real or personal property of the unit as a result of inadvertent acts or omissions, the Insurer will reimburse the Insured for the cost of repair or replacement of such property up to a maximum benefit of \$3,000.00. Certain terms and conditions apply. Full details of the Vacation Rental Damage coverage are contained in the Description of Coverage or Insurance Policy here:

<https://www.csatravelprotection.com/certpolicy.do?product=G-20VRD>

The Vacation Rental Damage Protection can be purchased up to, and including at, check-in. By submitting payment for this plan, you authorize and request Customized Services Administrators, Inc. d/b/a Generali Global Assistance & Insurance Services to directly pay Georgia Coast Realty any amount payable under the terms and conditions of the Vacation Rental Damage. Please contact Georgia Coast Realty directly if you do not wish to participate in this assignment. In the event you do not wish to purchase this plan, you authorize and agree Georgia Coast Realty to use your credit card on file for damages, in lieu of a cash deposit.

**32. Items Left Behind:** Please check carefully for belongings before departure. Items left behind in the Property may be mailed to the Guest if requested within 7 days. Guest shall be responsible for all fees related to mailing items. Pick up of items can also be arranged at our office located at 105 Main Street, Plantation Village, St Simons Island, GA 31522. Georgia Coast Realty is not responsible for lost or stolen items.

**33. Agency Disclosure:** Georgia Coast Realty serves as the agent and representative of all owners in its rental program, and is acting at all times, in and for the best interests of the owners.

**34. Indemnity:** Registered Guests and their guests, invitees, assigns and licensees hereby indemnify and hold harmless the owner of the Property, its heirs, agents, and assigns and Georgia Coast Realty, its principals, employees, agents and assigns, from all injuries, damages, claims, demands, costs, expenses, lawsuits, actions, causes of action, obligations, attorneys fees and liabilities of every nature whatsoever, relating in any way to Guests' occupancy, which may occur before, during or after occupancy. Georgia Coast Realty and the individual property owner are not responsible for loss of money, jewelry, and/or valuables of any kind wherever located.

**35. Venue, Jurisdiction, and Attorney's Fees:** The exclusive venue for any civil action related to this Agreement or the course of dealings between the parties is the courts sitting in Glynn County, Georgia. The parties hereby submit to the personal jurisdiction of all the courts in the previous sentence and agree not to challenge such jurisdiction. In any action, suit, or proceeding to enforce or interpret the terms of this Agreement or to collect any amount due hereunder, the prevailing party shall be entitled to reimbursement for all costs and expenses reasonably incurred in enforcing, defending, or interpreting its rights hereunder, including, but not limited to, all attorneys' fees and the costs expended in determining entitlement to and amount of such fees.

**36. Waiver of Jury Trial:** By entering into this Agreement, the parties knowingly and voluntarily waive the right to a jury trial as to any claims a party may claim to have against the other which arises out of this Agreement or the course of dealings between the parties.

**37. Force Majeure:** Notwithstanding any other provision of this Agreement, no party to the Agreement shall be deemed in default or breach of this Agreement or liable for any loss or damages or for any delay or failure in performance (except for the payment of money) due to any cause beyond the reasonable control of, and without fault or negligence by such party.

**38. Entire Agreement:** This Agreement constitutes the entire agreement between the parties and supersedes any prior understanding, marketing, or agreement among them respecting the subject matter hereof. There are no representations, arrangements, understandings, or agreements, oral or written, relating to the subject matter of this Agreement, except those fully expressed herein. No waiver of any provision hereof shall be binding on the parties hereto, unless such waiver is in writing and signed by or on behalf of the parties hereto, and no waiver on one occasion shall be deemed to be a waiver of the same or any other provision hereof in the future.

**39. Severability:** If any term or provision of this Agreement is held illegal, invalid, or unenforceable, such illegality, invalidity or unenforceability shall not affect the legality, validity, or enforceability of the remainder of this Agreement.