



**PLANNING COMMISSION MEETING AGENDA
CITY OF OCEAN SPRINGS
PLANNING COMMISSION
TUESDAY, AUGUST 13, 2024 - 6:00 PM**

1. Call Meeting to Order

2. Approval of Minutes

- a. Approval of minutes from the July 9th 2024

3. Old Business

- a. None

4. New Business

- a.
 - 1. 413 Vancleave Avenue/PID# 60137262.100 - Jason Lowery – Residential Short-Term Rental Permit.
- b.
 - 1. 221 Halstead Avenue/PID# 60129440.000 - James and Betty Hinton – Residential Short - Term Rental Permit
- c.
 - 1. 507 Forest Hill Drive/PID# 61095063.000 - Matthew Hinton – Residential Short-Term Rental

5. General Public Comment

6. Commissioner's Forum

7. Adjourn

The Minutes of the City of Ocean Springs

Planning Commission

July 09, 2024

1. Call Meeting to Order

A meeting of the City of Ocean Springs Planning Commission (PC) was called to order by Chairman Andy Phelan at 6:00 p.m. on Tuesday, July 09, 2024. Members present were Matthew Hinton, Marshall Johnson, Kevin O'Connell, Joseph McCormick, Joey Conwill, and Michael Davis. Also present were Community Development Director Carter Thompson, Planner Jasmin Seferovic, and City Attorney Will Norman.

2. Approval of Minutes

- a. June 11, 2024 - A motion was made by Michael Davis, seconded by Matthew Hinton to accept the minutes as submitted. The motion passed unanimously.

3. Old Business:

- a. No Old Business

4. New Business:

- a. 808 #5 Desoto Street / PID# 60119106.000 – David Boland – Short Term Rental Permit.

A motion was made by Matthew Hinton, seconded by Joey Conwill, to open public hearing and passed unanimously. Carter presented the application. The Applicant, David Boland, spoke about the short term rental application process. A motion to close public hearing was made by Matthew Hinton, seconded by Joey Conwell, and passed unanimously. A motion was made by Matthew Hinton, seconded by Kevin O'Connell to recommend approval of the short-term rental. The motion passed unanimously.

- b. 614 Magnolia Avenue / PID# 61095007.000 – Alex and Sara Miller – Short Term Rental Permit.

A motion was made by Matthew Hinton, seconded by Joey Conwill, to open public hearing and passed unanimously. Carter presented the application. A motion to close public hearing was made by Kevin O'Connell, seconded by Joseph McCormick, and passed unanimously. A motion was made by Michael Davis, seconded by Matthew Hinton to recommend approval of the short-term rental. The motion passed unanimously.

- c. Rezone for Groveland Road/ PID # 60122097.100 – Micha Gryder. Requesting a zoning change from the R-2 (Low-Medium Density District) to the CMX-1 (Neighborhood Commercial/Mixed Use District).

A motion was made by Matthew Hinton, seconded by Joey Conwill, to open public

hearing and passed unanimously. Carter presented the zoning ordinances along with the application. Micha Gryder stood and explained that the property was purchased by her husband in 2006. Ever since then it has been vacant. After her husband passed away she is trying to sell it, she has potential buyers who are really interested, but property has to be rezoned to commercial. A motion to close public hearing was made by Matthew Hinton, seconded by Joey Conwill. A motion was made by Kevin O'Connell, seconded by Matthew Hinton to recommend approval of the rezoning of the property at the Groveland Road due to the change in the character of the neighborhood and the public need. The motion passed unanimously.

d. Full Unified Development Code Update 2024-02.

A motion to open the public hearing was made by Michael Davis, seconded by Joey Conwill and passed unanimously. Richard Daniels spoke about short-term rentals. A motion was made to close the public hearing by Matthew Hinton, seconded by Joey Conwill and passed unanimously. A motion was made by Kevin O'Connell, seconded by Marshall Johnson to recommend approval the UDC (Unified Development Code) amendments as discussed and agreed upon by the planning commission, with the exception of:

- existing 3 feet setbacks,
- accessory structures and dwelling units not being allowed in front yards,
- further discussion of downtown parking, shared parking, and off-site parking,
- further discussion about all accessory uses and structures,
- definition of accessory apartment,
- discussion about two parking spaces for accessory dwelling units, and parking spaces located in the rear yard behind principal structure.

The motion passed unanimously.

5. General Public Comment

None.

6. Commissioner's Forum

None.

7. Adjourn

A motion was made by Michael Davis, seconded by Kevin O'Connell to adjourn the meeting. The motion passed unanimously.

CITY OF OCEAN SPRINGS
COMMUNITY DEVELOPMENT AND PLANNING
POST OFFICE BOX 1800
OCEAN SPRINGS, MS 39566-1800
228-875-4415

**PLANNING COMMISSION REPORT
— PUBLIC HEARING —**

PUBLIC HEARING DATE: Tuesday, August 13, 2024

APPLICANT: Jason and Tiffany Lowery

LOCATION: 413 Vancleave Ave / PID: 60119106.000

REQUESTED ACTION: Residential Short Term Rental Permit

DATE OF APPLICATION: November 11, 2023

ADJACENT ZONING/LAND USE:

Subject Property:	R-2, Single-Family Dwellings
North, East, South and West:	R-2, Single-Family Dwellings, low to medium density

DESCRIPTION OF REQUEST:

- Per Ordinance 2015-11, 2018-02, 2019-19, 2021-25 and 2023-07, the application is for a short-term rental permit to allow rental usage for less than 30 consecutive days.
- Site Location: The property is located in the DENSITY Zone Area, on the north side of Calhoun Ave and the east side of Vancleave Ave.



FINDINGS:

- Local Property Manager: The local property manager has an address on 14117 Big Ridge Road, Biloxi MS, satisfying the requirement to be located within 2 miles of the city limit.
- Application: Submittal is complete and was received prior to the deadline. A copy of the rental agreement is attached for consideration.
- Homeowner's Association: The property is not located in a covenant-restricted subdivision.
- Liability Insurance: The signed application states that the liability insurance for the property does not exclude short term rentals from coverage, as well as conformance with building code, zoning requirements. There are no deed restrictions and taxes are current.
- Fee: The application fee was provided with the application. The mail-out fee was paid prior to distribution.
- Notice via Standard Mail: The notice of public hearing was sent to 63 property owners within 500 feet of the subject property. The distribution included the name of the applicant, notice of the hearing date, time and location, and a summary of Frequently Asked Questions regarding short-term rentals.
- Publication: Notice of the public hearing was advertised at least 15 days prior to the date of the hearing per ordinance. Additionally, the required yard sign was placed in the yard.
- Inspection: The property was inspected for all required elements on 6/20/24 and was approved. Inspection form is attached for review.
- Maximum Occupancy: The requested maximum occupancy of 6 was approved by the Fire Marshall during the above referenced inspection.
- Maximum Number of Vehicles: The request for a maximum number of 2 vehicles was approved by the Building Official during the above referenced inspection.
- Guest Rules: The rules were posted and visible during the property inspection.
- Code Violation Complaints: No code violations or police reports were documented for this address in the past 12 months.

FEEDBACK:

We received no comments for or against the application.

SUMMARY:

The application for this property is complete and compliant with the adopted code, and the physical inspection passed. The recommendation is for approval of a Residential Short-Term Rental permit, subject to annual renewal.



City of Ocean Springs Planning Department
1018 Porter Avenue / PO Box 1800 Ocean Springs, MS 39564 / (228) 875-4415

RESIDENTIALLY ZONED SHORT TERM RENTAL ANNUAL PERMIT APPLICATION

Application Date: 11/11/23

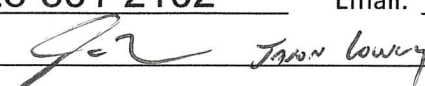
REQUIRED ATTACHMENTS:

FEES: \$501 ~ **Application Fee Effective 4/4/23** – \$500 must be paid at the time application is submitted [includes occupancy inspection fee]. ~ **Administrative Fee: \$1.00** (per Ordinance 2022-17 following the requirements of Section 25-60-5 MS code Annotated)

- ☐ Completed Application
- ☐ Copy of Proposed Rental Agreement
- ☐ Proposed Parking Plan – Sketch
- ☐ Copy of rules, including trash management and reference of the city's noise ordinance (available upon request), to be posted inside unit
- ☐ Affirmation of Code Compliance – Ord.2015-11 (Section 401.3(10)) – Attached.
- ☐ ~~Standard mailout fee will be calculated during the review process and must be paid prior to scheduling of the public hearing~~
- Properties will be reviewed and inspected prior to scheduling the public hearing date and sending the required notices.
- PERMITS MUST BE RENEWED ANNUALLY (\$500 renewal fee) AND ARE NOT TRANSFERRABLE.

REQUIRED: RENTAL PROPRTY INFORMATION:

- Address of Rental Property: 413 Vancleave Ave.,
- Parcel Identification Number: 60137262.100 Number of bedrooms: 2
- Proposed maximum # guests: 4 Number of existing off-street parking spaces: 2
- Is this property located in a covenant-restricted subdivision? ☐ Yes ☒ No ~ *If yes, a copy of the covenants must be included.*

PROPERTY OWNER – Name: <u>Lowery Services, Inc. (Jason Lowery)</u>	
Address: <u>14117 Biq Ridge Road, Biloxi, MS 39532</u>	
Phone No. <u>228-861-2102</u>	Email: <u>jasonlowery7@gmail.com</u>
OWNER SIGNATURE: <u> Jason Lowery</u>	
LOCAL PROPERTY MANAGER – [Must RESIDE within two (2) miles of the OS City Limits]	
Name: <u>Lowery Services, Inc.</u>	
Address: <u>14117 Biq Ridge Road, Biloxi, MS 39532</u>	
Phone No. <u>228-861-2102</u>	Email: <u>jasonlowery7@gmail.com</u>
Is the Property Manager OR the Owner the best contact for scheduling Inspections? <u>Choose One...</u>	

Owner – initial by each ordinance to indicate receipt:

Copy of Ordinance 2015-11 Received: JW (initials) Copy of Ordinance 2019-19 Received: JW
Copy of Ordinance 2018-02 Received: JW (initials) Copy of Ordinance 2021-25 Received: JW
Copy of Ordinance 2023-07 Received: JW (initials)

Physical Inspection of Property:

- All applicable fire and health codes as would apply to a commercially zoned structure must be compliant.
- As part of the review process, an inspection will be scheduled to determine that all physical requirements are met per the ordinance
- Inspection will also include but are not limited to: adequate parking, proposed occupancy, number of vehicles allowed, location of garbage storage, posting of rules, etc. (per *most current* Inspection Checklist dated: 2/08/18)

.....
Affirmation of Codes/Regulations

I, (print name) Jason Lowery, hereby certify that:

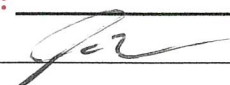
1. I am the owner of the property that is the subject of this application and that I have read and understand the requirements as outlined in the application.
2. There are no outstanding City of Ocean Springs property taxes or special assessments on the parcel(s).
3. Per Section 2.C.5 of Ordinance No. 2015-11, I will obtain a Mississippi State Sales Tax License through the MS Dept. of Revenue to pay all city, county, and state taxes required by law.
4. The property included in this application is in compliance with all applicable building codes, zoning requirements, and deed restrictions and/or covenants.
5. The Homeowner's liability insurance does not exclude short term rentals from coverage.
6. Any existing mortgage or deed does NOT prohibit use of property as a short term rental.
7. Proper documentation of covenants that may restrict use of the property as a short rental and/or a letter of support from the HOA has been provided.

I further acknowledge that the information provided herein is true and correct to the best of my knowledge.

Owner(s) Name: Lowery Services, Inc. (Jason Lowery)

Parcel ID(s): 60137262.100

Date Property Acquired: 8/10/23

Owner's Signature  **Date** 11/11/23

.....
Office Use Only

Date of Inspection: _____ Result of Occupancy Inspection: _____

Maximum Occupancy Determination: _____ (attached)

Maximum Parking Spaces: _____ Permit Renewal Date: _____

PC Public Hearing Date: _____ BOA Approval Date: _____



ENHANCED LIFE SAFETY FOR OCCUPANCY EGRESS

(RESIDENTIAL & COMMERCIAL ZONED SHORT-TERM RENTALS & BED & BREAKFASTS)

The following items must be complete and pass inspection prior to approval of any Short-Term related enterprise. ***Additional Code requirements may apply from other Departments.***

Before an occupancy inspection is scheduled, please make sure the following items have been completed. *Someone must be present at the time of inspection.*

All Occupancy Inspections are scheduled Monday – Thursday at 10am

- Type 2A 10BC fire extinguishers – placed in a location visible to occupants and *mounted to the wall.*
NOTE: maximum travel distance to a fire extinguisher is 75 feet – additional fire extinguishers may be required on each floor.
- Emergency lighting – *hardwired with battery backup* (not “exit” lighting) in locations that will allow adequate illumination in case of emergency or power outage.
- Address clearly displayed on the outside of the building. This must be visible from the street. In locations not visible from the street, a pilaster or signage must be placed at the street – not to exceed 1 square foot.
- All Main and Distribution panel boxes must have all circuits labeled properly.
- Smoke detectors must be installed in all sleeping areas and corridors leading to sleeping areas. SMOKE DETECTORS MUST BE INTERLOCKED EITHER BY HARD-WIRED OR WI-FI SYSTEM. *If a residence has gas service, all locations must also include Carbon Monoxide Detectors (outside bedrooms).* If there is an attached garage, a carbon monoxide detector must be installed in that location separately.
- Adequate garbage receptacles and storage locations.
- Stove must have a no-tip device installed.
- Adequate emergency egress from all rooms within the residence. Sleeping areas must have two (2) means of egress. *If there it is a two-story structure, or has windows over 78”, it is required to have an emergency escape ladder.)*
- No exposed wiring.
- All outlets within 6 feet of any water source must be on a GFCI circuit or have that type of outlet installed.
- Adequate off-street parking for guests. No designated parking will be allowed on grassy surfaces or on streets.
- Extension cords shall not be substituted for permanent wiring in any case. Multi-plug electrical adaptors are prohibited unless they are overcurrent protected (surge protected).

LOWERY SERVICES INC

Parcel ID: 60137262.100

Owner Name: LOWERY SERVICES INC

Owner Address: 14117 BIG RIDGE RD

Owner CSZ: BILOXI MS 39532.00000000

Parcel Location: 413 VANCLEAVE AVE OCEAN SPRINGS

Legal Description: PT LOT 26 BLK 6 RUSSELL S/D DESC AS: BEG NE COR LOT 26 N 89* W 9
2.85' S 55.04' S 86*E 82' N 60.5 8' TO POB DB 2142-578 (351.01 MA P789.30-01) 'PER SURVEY'

Printed: 11/13/2023 11:24:55 GMT-06:00

TRANSACTION SUMMARY

PAYMENT ITEM	REFERENCE NUMBER	TRANSACTION TYPE: SALE	AMOUNT
MuniciPAY*Service Fee City of Ocean Springs			\$15.03
Building	CAROLYN		\$501.00
		Total:	\$516.03

Transaction Number:	23317445400630724
Date Processed:	11/13/2023 11:24:48 GMT-06:00
Transaction Type:	CREDIT CARD
Card Type:	AMERICAN EXPRESS
Card Number:	*****3007
Cardholder Name:	Jason Lowery
Phone:	(228) 861-2102

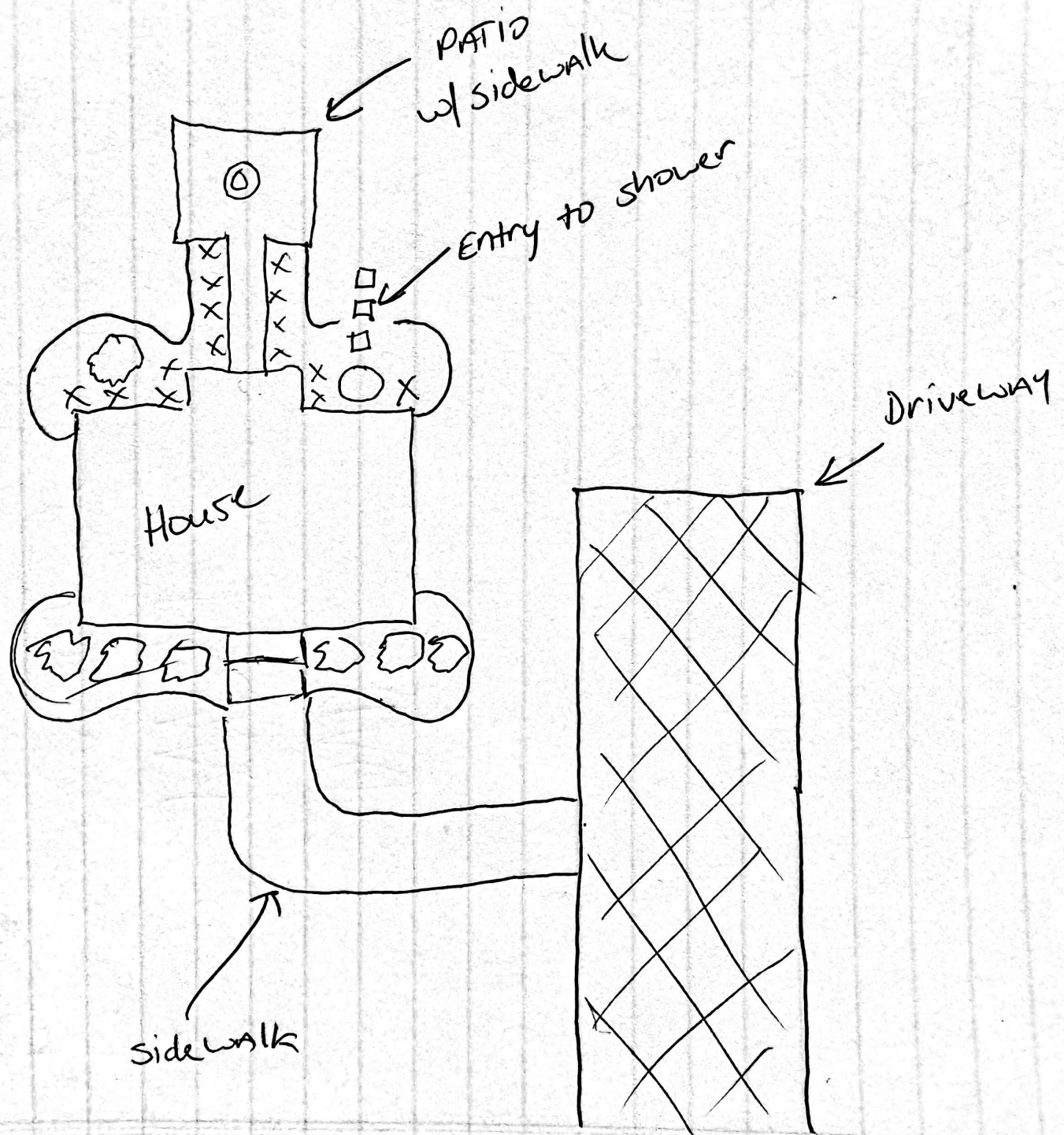
City of Ocean Springs
1018 Porter Avenue
Ocean Springs, MS 39564
228 875-4236

Authorization:	149735
Reference Number:	E54902F201
Building	\$501.00
Total:	\$501.00

MuniciPAY*Service Fee City of Ocean Springs
10 Dynamic Drive
Suite 201
Scarborough, ME 04074
(877) 590-5097

Authorization:	109139
Reference Number:	E54902F301

MuniciPAY*Service Fee City of Ocean Springs	\$15.03
Total:	\$15.03



From: [Rick Hutcherson](#)
To: [Carolyn Martin](#)
Subject: Re: Residential STR Code Check - 413 Vancleave Ave.
Date: Friday, December 22, 2023 11:19:20 AM

Yes.

On April 21, 2023 It was cited for being a blight and unsafe structure. The house was unsecured, and the roof was failing. The entire building was in decay. I had them board up and secure the property. This was successfully done in June. This fall, the owners were properly permitted, and demoed the house. There are no other cases on file by me for this property.

Rick Hutcherson

Code Enforcement Officer

City of Ocean Springs

From: Carolyn Martin <cmartin@oceansprings-ms.gov>
Sent: Wednesday, December 13, 2023 17:57
To: Rick Hutcherson <RHutcherson@oceansprings-ms.gov>
Subject: Residential STR Code Check - 413 Vancleave Ave.

Rick,

Can you please send me a report of any code enforcement violations, complaints, etc. for **413 Vancleave Ave.** for the last 12 months?

Thanks,
Carolyn

Carolyn A. Martin

Planning & Grants Administrator



City of Ocean Springs

1018 Porter Avenue / Ocean Springs, MS 39564

Ph: 228-230-1969

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From: [Jennifer Perronne](#)
To: [Carolyn Martin](#)
Cc: [Amanda Dixon](#)
Subject: Re: Residential STR Complaint Check - 413 Vancleave Ave.
Date: Thursday, December 14, 2023 8:24:26 AM

We have had no calls or complaints for this address in the last 12 months.

Thanks
Jennifer

From: Carolyn Martin <cmartin@oceansprings-ms.gov>
Sent: Wednesday, December 13, 2023 5:56 PM
To: Jennifer Perronne <jperronne@oceansprings-ms.gov>
Cc: Amanda Dixon <adixon@oceansprings-ms.gov>
Subject: Residential STR Complaint Check - 413 Vancleave Ave.

Jennifer,
Can you please send me a report or CAD Notes for any calls, complaints, etc. for **413 Vancleave Ave.** for the last 12 months?

Thanks,
Carolyn

Carolyn A. Martin

Planning & Grants Administrator



City of Ocean Springs

1018 Porter Avenue / Ocean Springs, MS 39564

Ph: 228-230-1969

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Permit #: 4029

Address:

City:

State:

Zip:

Owner:

Owner Address:

Owner City:

Owner State:

Owner Zip:

Owner Phone:

Owner Email:

Applicant: Jason Lowery

Applicant Address: 14117 Big Ridge Road

Applicant City, State, Zip: Ocean Springs, MS 39564

Receipt #: 3695

Date: 11/13/2023

Paid By: Jason Lowery

Description:

Payment Type: Card - Online

Payment Type Description:

Accepted By: Camille Anderson

Fees Paid

Fee Name	Description	Factor	Total Fee Amount	Amount Paid
Administrative Fee		0.00	1.00	1.00
Short Term Rental - Residential	New	0.00	500.00	500.00
			Total:	\$501.00

SHORT-TERM RENTAL AGREEMENT

1. **PARTIES.** This Vacation (Short Term) Rental Agreement (hereinafter the "Agreement") entered on _____ (mm/dd/yyyy), is made between:

(Hereinafter known as the "Guest")
with a mailing address of _____ AND

("Hereinafter known as the "Landlord")
with a mailing address of 413 Vancleave Ave., Ocean Springs, MS 39564,
collectively referred to in this Agreement as the "Parties", hereby agree as follows:

2. **PREMISES.** The rental property, hereinafter known as the "Premises" is located at:
413 Vancleave Ave., Ocean Springs, MS 39564 (Property Address)

3. **RENTAL TERM.** This term shall begin on _____ (mm/dd/yyyy) at
_____ ☐ AM ☐ PM ("Move-in" date) and end on
_____ (mm/dd/yyyy) at _____ ☐ AM ☐ PM ("Move-out" date).
Together known as the "Rental Term".

4. RENTAL RATE, FEES, DEPOSIT, & TOTAL.

a. **RENTAL RATE.** The rent to be paid by the Guest to the Landlord throughout the term of this Agreement is equal to \$ _____, equal to _____ days at \$ _____ per day.

b. **FEES & TAXES.** The Guest will be responsible for paying for the following expenses (check all that apply):

☐ - Cleaning fee: \$ _____

☐ - Taxes: \$ _____

☐ - Other _____: \$ _____

c. **INITIAL DEPOSIT.** The Guest will be charged a ☐ Non-refundable ☐ Refundable (check one) deposit of \$ _____ that is due _____ days prior to the check-in

date. If Refundable, the Landlord shall return the deposit (less any damages / excessive cleaning) to the Guest within _____ days after the check-out date.

d. **TOTAL DUE.** The Total Amount the Guest is responsible for paying for are:

Rental costs: \$ _____

Cleaning fee: \$ _____

Taxes: \$ _____

Deposit: \$ _____

TOTAL: \$ _____

5. **PAYMENT.** Acceptable payment methods include (check all that apply):

☐ - Credit / Debit Card

☐ - Check

☐ - PayPal / Venmo (Send to: _____)

☐ - Other: _____

6. **PARKING.** The Guest (check one):

☒ - Is allotted 2 parking space(s). Location of the space(s):
See attached parking layout.

☐ - Is NOT allotted any parking spaces (Guest is limited to street or non-reserved parking).

7. **TRASH DISPOSAL.** Guest shall dispose of all waste during the rental term by the following means: Please Remove all garbage and place in outside garbage can.

8. **KEYS.** All keys are to be picked up at the beginning of the Rental Term at

_____ and shall be returned at the end of the Rental Term at _____. It is strongly advised that the Guest test all keys upon Move-in.

9. PETS. The Guest is (check one):

☐ - NOT permitted to have pets of any nature on the Premises.

☐ - Permitted to have _____ pet(s) on the Premises, ONLY consisting of _____ (write "all" if no pet restrictions").

10. CONTACT INFORMATION. The Guest can contact the following individual for questions or concerns during the Rental Term:

Landlord / Agent's Name: _____

Address: _____

Telephone: _____

Email: _____

11. OCCUPANCY LIMIT. The rental rate is based upon a maximum occupancy of two (2) occupants per bedroom. Occupancy (having more than two persons per bedroom) is a serious violation and breach of Agreement, and the Landlord reserves the right to deny access or to have the premises vacated with no refund of monies.

12. CANCELLATION. If Guest cancels their reservation within ten (10) days of the Move-in date, the Initial Deposit will be forfeited.

13. SUBLETTING. The Guest shall not sublet the Premises without the written consent of the Landlord.

14. ENTRY. The Landlord shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of any repair, modification, alteration, installation, or other reasonable action, so long they provide at least twenty-four (24) hours' notice to the Guest.

15. WAIVER. No delay or failure of the Landlord to enforce any part of this Agreement shall be deemed as a waiver thereof, nor shall any acceptance of any partial payment of rent or any other amount due be deemed a waiver of the Landlord's right to the entire amount due.

- 16. MAINTENANCE.** The Guest shall maintain the premises in a good, clean, and ready to rent condition, and use the premises only in a careful and lawful manner. The Guest shall leave the premises in a ready to rent condition at the expiration of the rental agreement, defined by the Landlord as being immediately habitable by proceeding guests. The Guest shall pay for maintenance and repairs should the premises be left in a lesser condition. The Guest agrees that the Landlord shall deduct costs of said services from the security deposit prior to refund if tenants cause damage to the premises or its furnishings.
- 17. NOTICES.** Any and all notices sent by the Landlord or the Guest to each other shall be sent to the addresses as located on the first page of the Agreement.
- 18. POSSESSION & SURRENDER.** Guest shall be entitled to possession of the Premises on the 1st day of the Rental Term. Upon termination of the Agreement, Guest shall peaceably surrender the Premises to the Landlord in good condition, as it was at the commencement of the Agreement, excluding reasonable wear and tear.
- 19. JOINT AND SEVERAL.** If the Guest is comprised of more than one person, each person shall be jointly and severally liable under this Agreement.
- 20. ATTORNEY'S FEES.** Guest agrees to pay for all reasonable costs, attorney's fees, and expenses that result from the Landlord enforcing this Agreement.
- 21. REFUNDS.** The Guest shall not receive a refund due to a shortened stay and/or poor experience that resulted from unfavorable weather conditions.
- 22. LIABILITY.** The Landlord is not liable for any loss or damage to the personal property of the Guest or their guests, unless the loss is a direct result of the Landlord's action. The Guest is liable for the acts of anyone listed in this Agreement in addition to any guest that they should allow on the Premises. Tenants expressly recognize that any insurance for property damage or loss which the Landlord may maintain on the property does not cover the personal property of Tenants, and that Tenants should purchase their own insurance for Tenants and Guests if such coverage is desired.

23. HAZARDOUS MATERIALS. The Guest agrees to not possess any type of personal property that could be considered a fire hazard such as a substance having flammable or explosive characteristics on the Premises. Items that are prohibited to be brought into the Premises, other than for everyday cooking or the need of an appliance, includes but is not limited to gas (compressed), gasoline, ammunition, fuel, propane, kerosene, motor oil, fireworks, or any other related content in the form of a liquid, solid, or gas.

24. ENTIRE AGREEMENT. This Agreement contains all of the terms agreed to by the Parties and may be modified or amended only by written agreement signed by the Landlord and Guest. This Agreement replaces all previous discussions, understandings, and oral agreements. The Parties agree to the terms and conditions and shall be bound until the termination of the Agreement.

25. GOVERNING LAW. This Agreement shall be governed by the laws of the state of _____.

26. LEAD BASED PAINT. The Premises (check one):

☒ Was not built prior to 1978.

☐ - Was built prior to 1978. An attachment titled "Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards" has been affixed to the Agreement and must be initialed and signed by the Parties.

27. ADDITIONAL PROVISIONS.

Noise Ordinance:

Regarding the City of Ocean Springs Noise Ordinance #2012-04

No loud amplified noise after 10:00pm on weekdays and 12:00am on weekends.

IN WITNESS THEREOF, the Parties have caused this Agreement to be executed on the day and year first above written.

Landlord's Signature: _____ **Date:** _____

Printed Name: _____

Guest's Signature: _____ **Date:** _____

Printed Name: _____

Guest's Signature: _____ **Date:** _____

Printed Name: _____

Mother's Place

CHECK IN TIME IS 4:00 P.M.

CHECK OUT TIME IS 11:00 A.M.

WELCOME,

WE ARE SO EXCITED THAT YOU HAVE DECIDED TO STAY AT MOTHER'S PLACE. THIS BOOK HAS INFORMATION ABOUT THE PROPERTY ALONG WITH CITY ORDINANCES THAT NEED TO BE FOLLOWED.

PARKING

NO MORE THAN TWO CARS ARE ALLOWED TO BE PARKED ON THE PROPERTY. PLEASE PARK VEHICLES IN THE DRIVEWAY ON THE RIGHT SIDE OF THE HOUSE.

TOBACCO USE

THIS IS A TOBACCO FREE PROPERTY. THIS INCLUDES CIGARETTES, VAPES AND SMOKELESS TOBACCO.

NOISE ORDINANCE

THE CITY OF OCEAN SPRINGS HAS A NOISE ORDINANCE AS FOLLOWS: NO LOUD AMPLIFIED NOISE AFTER 10:00 P.M. ON WEEKDAYS AND 12:00 A.M. ON WEEKENDS.

PARTIES

HOSTING PARTIES IS NOT ALLOWED ON THIS PROPERTY. DOWNTOWN HAS WONDERFUL RESTAURANTS AND BARS PERFECT TO SATISFY ANY PARTYING NEEDS.

CHECK OUT INSTRUCTIONS

PLEASE DISPOSE OF ANY LEFT-OVER FOOD IN THE REFRIDGERATOR. ALL GARBAGE SHOULD BE PLACED OUTSIDE IN THE PROVIDED GARBAGE RECEPTICLE LOCATED ON THE SIDE OF THE HOUSE.

MAKE SURE THE DIRTY DISHES HAVE BEEN LOADED IN THE DISHWASHER AND START THE DISH WASHING CYCLE.

DON'T FORGET TO DO A FINAL LOOK AROUND THE HOUSE TO MAKE SURE YOU HAVE ALL OF YOUR BELONGINGS.

WE TRULY HOPE YOU ENJOYED YOUR STAY AT MOTHER'S PLACE. PLEASE COME BACK THE NEXT TIME YOU PLAN A TRIP TO OCEAN SPRINGS.

BOOKING CONFIRMATION

Hi _____,

We appreciate you choosing _____ for your stay. Please sign the attached lease agreement and deliver the required payment below to the listed address.

If you have any questions, don't hesitate to reach out!

Thank you,

_____ (Owner / Manager)

PROPERTY INFORMATION

Street: _____ Unit: _____

City: _____ State: _____ ZIP: _____

RESERVATION INFORMATION

Check-in: ____ / ____ / ____ after ____ : ____ ☐ AM ☐ PM

Check-out: ____ / ____ / ____ before ____ : ____ ☐ AM ☐ PM

Number (#) of Adults: ____ Number (#) of Children (under 18): ____ # of Pets: ____

RATE & FEES

UPFRONT DEPOSIT: \$ _____ due _____ day(s) prior to Check-in.

Total booking time: _____ days @ \$ _____ / day = \$ _____

+ Cleaning fee: \$ _____

+ Misc. fee: \$ _____

+ Sales tax: \$ _____

- Upfront deposit: \$ _____

= TOTAL: \$ _____ Due before ____ / ____ / ____

Accepted payment methods: ☐ Cash ☐ Check ☐ Credit ☐ PayPal ☐ Venmo



413

Coastal
875-205-1411

An Application Has Been Submitted
For This Property To The
**OCEAN SPRINGS
PLANNING
COMMISSION**
FOR DETAILS CALL 875-4415

CITY OF OCEAN SPRINGS
COMMUNITY DEVELOPMENT AND PLANNING
POST OFFICE BOX 1800
OCEAN SPRINGS, MS 39566-1800
228-875-4415

**PLANNING COMMISSION REPORT
— PUBLIC HEARING —**

PUBLIC HEARING DATE: Tuesday, August 13, 2024

APPLICANT: James and Betty Hinton

LOCATION: 221 Halstead Rd / PID: 60129440.000

REQUESTED ACTION: Residential Short Term Rental Permit

DATE OF APPLICATION: November 11, 2023

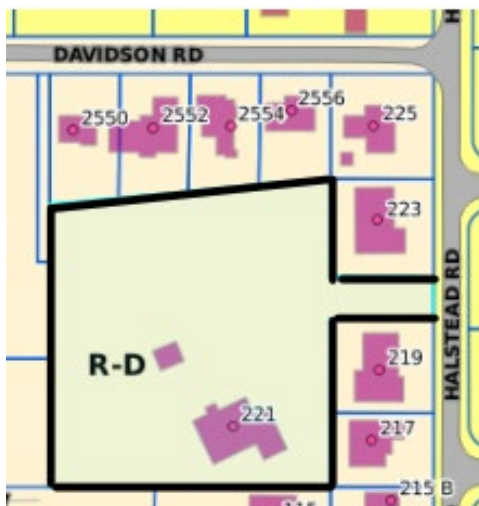
ADJACENT ZONING/LAND USE:

Subject Property: **R-D, Two Family Dwellings**

North, East, South
and West: R-D, Two Family Dwellings, medium density

DESCRIPTION OF REQUEST:

- Per Ordinance 2015-11, 2018-02, 2019-19, 2021-25 and 2023-07, the application is for a short-term rental permit to allow rental usage for less than 30 consecutive days.
- Site Location: The property is located in the City-Wide Zone Area, on the south side of Davidson Rd and the west side of Halstead Rd.



FINDINGS:

- Local Property Manager: The local property manager has an address on 507 Forest Hill Dr, Ocean Springs MS, satisfying the requirement to be located within 2 miles of the city limit.
- Application: Submittal is complete and was received prior to the deadline. A copy of the rental agreement is attached for consideration.
- Homeowner's Association: The property is not located in a covenant-restricted subdivision.
- Liability Insurance: The signed application states that the liability insurance for the property does not exclude short term rentals from coverage, as well as conformance with building code, zoning requirements. There are no deed restrictions and taxes are current.
- Fee: The application fee was provided with the application. The mail-out fee was paid prior to distribution.
- Notice via Standard Mail: The notice of public hearing was sent to 99 property owners within 500 feet of the subject property. The distribution included the name of the applicant, notice of the hearing date, time and location, and a summary of Frequently Asked Questions regarding short-term rentals.
- Publication: Notice of the public hearing was advertised at least 15 days prior to the date of the hearing per ordinance. Additionally, the required yard sign was placed in the yard.
- Inspection: The property was inspected for all required elements on 7/17/24 and was approved. Inspection form is attached for review.
- Maximum Occupancy: The requested maximum occupancy of 8 was approved by the Fire Marshall during the above referenced inspection.
- Maximum Number of Vehicles: The request for a maximum number of 5 vehicles was approved by the Building Official during the above referenced inspection.
- Guest Rules: The rules were posted and visible during the property inspection.
- Code Violation Complaints: No code violations or police reports were documented for this address in the past 12 months.

FEEDBACK:

We received no comments for or against the application.

SUMMARY:

The application for this property is complete and compliant with the adopted code, and the physical inspection passed. The recommendation is for approval of a Residential Short-Term Rental permit, subject to annual renewal.



City of Ocean Springs Planning Department
1018 Porter Avenue / PO Box 1800 Ocean Springs, MS 39564 / (228) 875-4415

RESIDENTIALLY ZONED SHORT TERM RENTAL ANNUAL PERMIT APPLICATION

Application Date: 07/10/2023

REQUIRED ATTACHMENTS:

FEES: \$501 ~ Application Fee Effective 4/4/23 – \$500 must be paid at the time application is submitted [includes occupancy inspection fee]. ~ Administrative Fee: \$1.00 (per Ordinance 2022-17 following the requirements of Section 25-60-5 MS code Annotated)

- ☐ Completed Application
- ☐ Copy of Proposed Rental Agreement
- ☐ Proposed Parking Plan – Sketch
- ☐ Copy of rules, including trash management and reference of the city's noise ordinance (available upon request), to be posted inside unit
- ☐ Affirmation of Code Compliance – Ord.2015-11 (Section 401.3(10)) – Attached.
- ☐ ~Standard mailout fee will be calculated during the review process and must be paid prior to scheduling of the public hearing~

→ Properties will be reviewed and inspected prior to scheduling the public hearing date and sending the required notices.

→ PERMITS MUST BE RENEWED ANNUALLY (\$500 renewal fee) AND ARE NOT TRANSFERRABLE.

REQUIRED: RENTAL PROPERTY INFORMATION:

- Address of Rental Property: 221 Halstead Rd.
- Parcel Identification Number: 60129440.000 Number of bedrooms: 4
- Proposed maximum # guests: 8 Number of existing off-street parking spaces: 5
- Is this property located in a covenant-restricted subdivision? ☐ Yes ☒ No ~ If yes, a copy of the covenants must be included.

PROPERTY OWNER – Name: James K. Hinton III and Betty Hinton

Address: 221 Halstead Rd.

Phone No. 228-872-3736

Email: Hintonpaint@outlook.com

OWNER SIGNATURE: James Hinton III

LOCAL PROPERTY MANAGER – [Must RESIDE within two (2) miles of the OS City Limits]

Name: Matthew and Casey Hinton

Address: 507 Forest Hill Dr. Ocean Springs, MS 39564

Phone No. 228-217-2073

Email: hintonpaint@outlook.com

Is the Property Manager OR the Owner the best contact for scheduling inspections? Choose One...

Owner – initial by each ordinance to indicate receipt:

Copy of Ordinance 2015-11 Received: JK (initials) Copy of Ordinance 2019-19 Received: JK
Copy of Ordinance 2018-02 Received: JK (initials) Copy of Ordinance 2021-25 Received: JK
Copy of Ordinance 2023-07 Received: JK (initials)

Physical Inspection of Property:

- All applicable fire and health codes as would apply to a commercially zoned structure must be compliant.
- As part of the review process, an inspection will be scheduled to determine that all physical requirements are met per the ordinance
- Inspection will also include but are not limited to: adequate parking, proposed occupancy, number of vehicles allowed, location of garbage storage, posting of rules, etc. (per *most current* Inspection Checklist dated: 2/08/18)

.....
Affirmation of Codes/Regulations

I, (print name) James K. Hinton III, hereby certify that:

1. I am the owner of the property that is the subject of this application and that I have read and understand the requirements as outlined in the application.
2. There are no outstanding City of Ocean Springs property taxes or special assessments on the parcel(s).
3. Per Section 2.C.5 of Ordinance No. 2015-11, I will obtain a Mississippi State Sales Tax License through the MS Dept. of Revenue to pay all city, county, and state taxes required by law.
4. The property included in this application is in compliance with all applicable building codes, zoning requirements, and deed restrictions and/or covenants.
5. The Homeowner's liability insurance does not exclude short term rentals from coverage.
6. Any existing mortgage or deed does NOT prohibit use of property as a short term rental.
7. Proper documentation of covenants that may restrict use of the property as a short rental and/or a letter of support from the HOA has been provided.

I further acknowledge that the information provided herein is true and correct to the best of my knowledge.

Owner(s) Name: James K. Hinton III and Betty Hinton

Parcel ID(s): 60129440.000

Date Property Acquired: May 1993

Owner's Signature James Hinton Date Sept 5, 23

.....
Office Use Only

Date of Inspection: _____ Result of Occupancy Inspection: _____
Maximum Occupancy Determination: _____ (attached)
Maximum Parking Spaces: _____ Permit Renewal Date: _____
PC Public Hearing Date: _____ BOA Approval Date: _____



ENHANCED LIFE SAFETY FOR OCCUPANCY EGRESS

(RESIDENTIAL & COMMERCIAL ZONED SHORT-TERM RENTALS & BED & BREAKFASTS)

The following items must be complete and pass inspection prior to approval of any Short-Term related enterprise. ***Additional Code requirements may apply from other Departments.***

Before an occupancy inspection is scheduled, please make sure the following items have been completed. ***Someone must be present at the time of inspection.***

All Occupancy Inspections are scheduled Monday – Thursday at 10am

- Type 2A 10BC fire extinguishers – placed in a location visible to occupants and *mounted to the wall.*

NOTE: maximum travel distance to a fire extinguisher is 75 feet – additional fire extinguishers may be required on each floor.

- Emergency lighting – *hardwired with battery backup* (not “exit” lighting) in locations that will allow adequate illumination in case of emergency or power outage.
- Address clearly displayed on the outside of the building. This must be visible from the street. In locations not visible from the street, a pilaster or signage must be placed at the street – not to exceed 1 square foot.
- All Main and Distribution panel boxes must have all circuits labeled properly.
- Smoke detectors must be installed in all sleeping areas and corridors leading to sleeping areas. SMOKE DETECTORS MUST BE INTERLOCKED EITHER BY HARD-WIRED OR WI-FI SYSTEM. *IF a residence has gas service, all locations must also include Carbon Monoxide Detectors (outside bedrooms). If there is an attached garage, a carbon monoxide detector must be installed in that location separately.*
- Adequate garbage receptacles and storage locations.
- Stove must have a no-tip device installed.
- Adequate emergency egress from all rooms within the residence. Sleeping areas must have two (2) means of egress. *If there it is a two-story structure, or has windows over 78”, it is required to have an emergency escape ladder.)*
- No exposed wiring.
- All outlets within 6 feet of any water source must be on a GFCI circuit or have that type of outlet installed.
- Adequate off-street parking for guests. No designated parking will be allowed on grassy surfaces or on streets.
- Extension cords shall not be substituted for permanent wiring in any case. Multi-plug electrical adaptors are prohibited unless they are overcurrent protected (surge protected).

ADDRESS: 221 Halstead iWorQ Permit#: 3702



PLANNING DEPARTMENT
P.O. Box 1800 / Ocean Springs, MS. 39566
Phone 228-875-4415 Fax 228-872-5427

RESIDENTIALLY-ZONED SHORT TERM RENTAL – OCCUPANCY INSPECTION FORM

Before requesting an occupancy inspection from the Building Official and the Fire Marshall, please make sure the following items have been completed. Someone must be present at the time of inspection.

All Occupancy Inspections are done at 10am

The following items must be complete prior to inspection:

- ☒ Type 2A 10BC Fire Extinguishers (Maximum travel distance 75 ft.)
- ☒ Emergency Lighting with battery backup
- ☒ Address on Building
- ☒ Breaker Box needs to be labeled
- ☒ Outlet and switch plate covers need to be installed. (GFCI Circuits within 6 ft. of water source)
- ☒ No exposed wiring
- ☒ Adequate emergency egress
- ☒ Operable windows in sleeping areas
- ☒ Guest rules (noise, garbage, etc.) must be visibly posted.

- ☒ Adequate garbage receptacles
- ☒ Smoke detectors in all bedrooms and hallways.
- ☒ Carbon monoxide detectors if there is gas service.
- ☒ Identified # of Bedrooms: 4
- ☒ Proposed # of Guests: 8

Approved # of Guests per OSFD: 8

- ☒ Proposed # of vehicles: 5

Approved # of vehicles per OSFD: 5

Property Owner: Betty Hinton
Contact Name: Matthew Hinton

Phone #: 228-875-1324
Phone #: 228-217-2073 228-235-7439

.....

Date of Inspection: 7-17-24

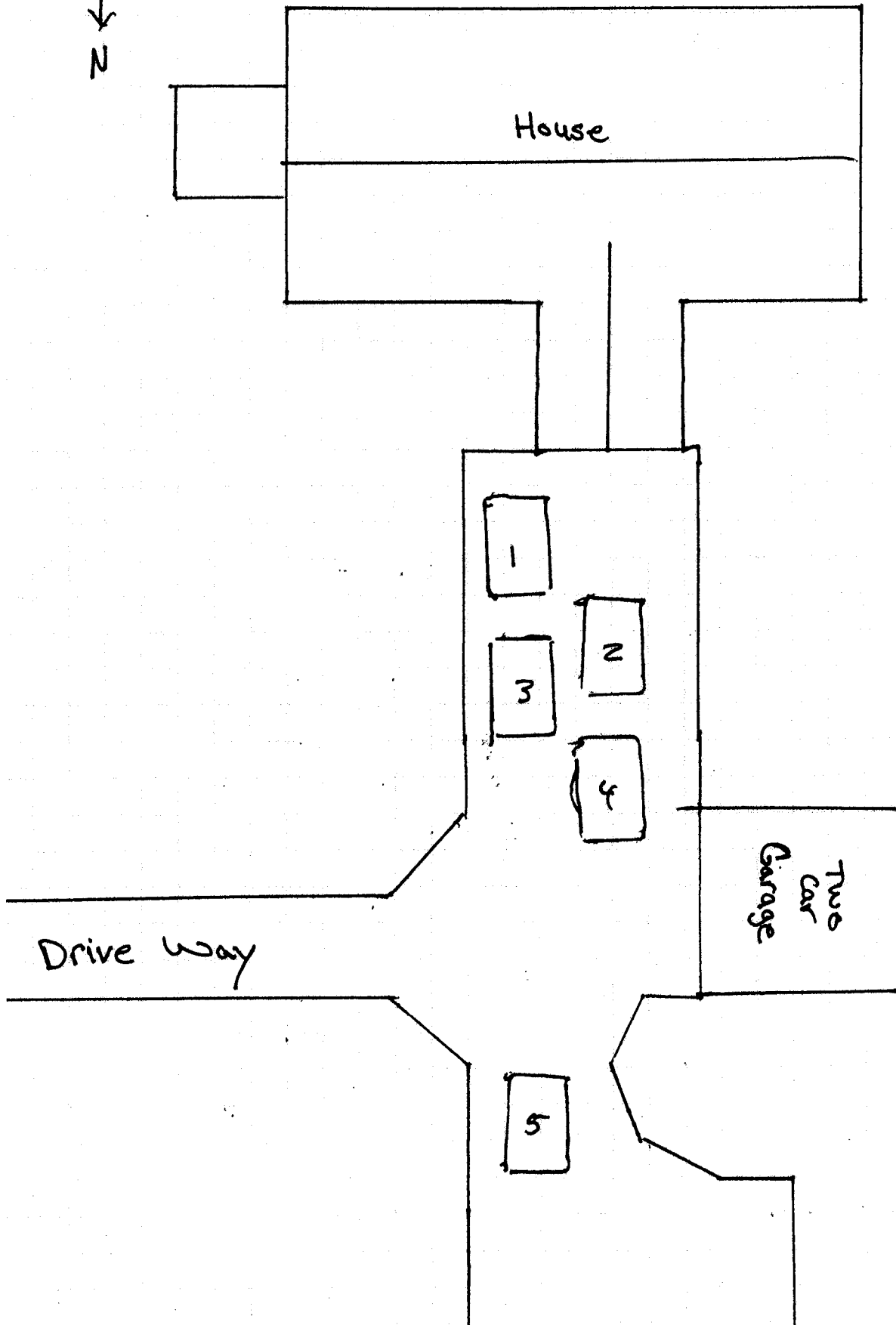
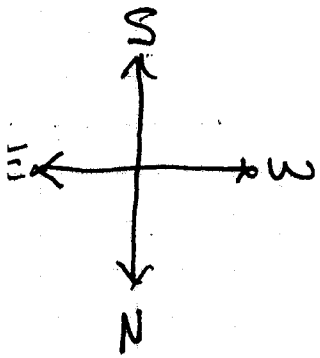
COMMENTS: _____

☒ **PASSED**

Building Official: [Signature] Fire Marshall: [Signature]

Property Owner: [Signature]

221 Halstead Rd



VACATION RENTAL SHORT TERM LEASE AGREEMENT

Halstead

This Vacation Rental Short Term Lease Agreement (this "Agreement") is made by and between James K. Hinton III ("Owner") and _____ ("Guest") of the date last written on the signature page of this Agreement. Owner and Guest may be referred to individually as "Party" and collectively as "Parties." For good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree as follows:

1. Property. The property is described as a house with 4 bedrooms and 3.5 bathrooms located at 221 Halstead Rd. Ocean Springs, MS 39564 (the "Property"). The Property is owned by Owner. The Property is fully furnished by Owner and equipped for light housekeeping. The following amenities are included in the Property:

- microwave
- dishwasher
- refrigerator
- dryer
- cable
- washer
- wifi
- linens

A starter supply of household cleaning and hygiene products may be available in the Property for use. Guest is responsible for purchasing any additional supplies and all food and beverages.

2. Rental Party. All persons in the rental party will be bound by the terms of this Agreement. Only persons listed on this Agreement may stay in the Property. "Rental Party" means Guest plus the following persons:

<u>First Name & Last Name</u>	<u>Relationship to Guest</u>
N/A	N/A

3. Maximum Occupancy. The maximum number of persons allowed to stay in the Property is limited to eight (8).

4. Visitors. A visitor is an occupant of the Property who is not staying overnight. The maximum number of persons allowed to stay in the Property is limited to eight (8).

5. Rental Period & Check-In. The term of this lease will be from _____ (“Arrival Date”) to _____ (“Departure Date”). The Property will be ready for Guest’s occupancy beginning at 4 PM on the Arrival Date and the Property must be vacated by 11 AM on the Departure Date, unless otherwise agreed by Owner. If Guest or any member of the Rental Party remains on the Property beyond the Departure Date, Guest will be responsible to pay the rental rate prescribed in Section 8 below for the period of time between Departure Date and the actual date Guest and all members of the Rental Party vacate the Property. The Property requires a two (2) night minimum stay.

6. Keys & Access Codes. Owner will provide Guest with two (2) key(s), which will unlock the front door to the Property. Guest is not allowed to make duplicate keys. Any attempt to access a locked area is just cause for immediate termination of this Agreement, forfeiture of all rent paid, and Guest will be liable for any missing items or damage.

7. Rental Rules & Restrictions. Guest agrees to abide by the following restrictions by Owner (the “Rules”):

- (A) Smoking is not permitted inside the Property
- (B) Pets are not permitted on or in the Property
- (C) Quiet hours are from 10:00 PM to 8:00 AM
 - The City of Ocean Springs Noise Ordinance 2012-04 (A Copy is included in this agreement) *All amplified outdoor music/noise must be shut down no later than 11pm on weekdays and 12pm on weekends.
- (D) Garbage must be placed in the proper receptacles
 - Trash Bins must be set out Monday Evening for pickup Tuesday Morning.

If any person in the Rental Party fails to follow any of the Rules, the Rental Party may be asked to vacate the Property and Guest will forfeit all rent paid.

8. Payment. Guest agrees to pay the rent and fees described below (the “Total Amount Due”). Payment in full of the following fees will be due within Seven(7) days before the Arrival Date.

Rental rate of _____ x _____ days	_____
Cleaning service fee	\$250.00
Total Amount Due	_____
Total Balance Due	_____

9. Cancellation. If Guest cancels the reservation less than seven (7) days before the Arrival Date, the Total Amount Due will be forfeited.

10. Cleaning. A cleaning fee of \$250.00 will be charged to the Guest. Daily housekeeping services are not included in the rental rate. Throughout the rental period, Guest will be responsible for keeping the Property clean and in good condition. Any unsafe or dangerous condition must be reported to Owner immediately. Guest acknowledges that on the Arrival Date, the Property is in good condition, except for any defect Guest may report to Owner by the end of the first day following the Arrival Date. The Property should be left in the same condition as it was found by Guest on the Arrival Date. Guest promises to leave the Property in good repair.

11. Furnishings are subject to change without notice. Furniture, bedding, kitchen equipment, utensils, and any other personal property supplied with the Property must not be removed from the Property. Loss of any items within the Property or damage to the Property or furnishings in excess of normal wear and tear will be charged to Guest. The Property will be inspected by Owner after Guest's departure. All contents of the Property are the property of Owner. If an item should break, Guest must notify Owner immediately. Guest is not permitted to alter the wiring of any television, computer, or gaming equipment.

12. Parking. Parking is limited to five(5) spaces. Guest may only park in designated parking area. Any illegally parked cars may be subject to towing and/or fines.

13. Mechanical Failures. Owner attempts to properly maintain the Property. While all electrical and mechanical equipment within the Property are in good working order, Owner cannot guarantee against mechanical failure of electrical service, stopped plumbing, water supply, heating, air conditioning, audio visual equipment, internet access, cable service, or appliances. Guest agrees to report any inoperative equipment or other maintenance problem to Owner immediately. Owner will make every reasonable effort to have repairs done quickly and efficiently. Guest will allow Owner or a person permitted by Owner access to the Property for purposes of repair and inspection. Owner is not responsible for any inconvenience that may occur and no refunds or rent reductions will be made due to failure of such items.

14. Natural Disasters. If there is a storm or severe weather and a mandatory evacuation order is issued by state or local authorities, Guest shall be entitled to a prorated refund for each night Guest is unable to occupy the Property. Owner will not be liable or 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 act not within its control, including, without limitation, acts of God.

15. Limitation on Liability. Owner is not responsible for any accidents, injuries or illness that occur to any member of the Rental Party or Guest's visitors while in the Property or on the Property. Owner is not responsible for loss of personal belongings or valuables belonging to any member of the Rental Party or any of Guest's visitors. Guest agrees to assume the risk of any harm arising from use of the Property. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, INCLUDING TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE, SHALL OWNER BE LIABLE TO GUEST OR ANY OTHER PERSON FOR ANY DAMAGES OF ANY NATURE WHATSOEVER INCLUDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR GUEST'S RENTAL OF THE PROPERTY OR USE OF THE PROPERTY. IN NO EVENT WILL OWNER BE LIABLE FOR ANY DAMAGES IN CONNECTION WITH

THIS AGREEMENT, EVEN IF OWNER SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE.

16. Indemnification. Guest acknowledges that the use of the Property by the Rental Party and Guest's visitors is entirely at their own risk. Guest will indemnify and hold harmless Owner from any and all expenses, costs, damages, suits, actions, or liabilities whatsoever arising from or related to any and all loss of or damage to personal property, including injury or death resulting from the use or occupancy of the Property or the failure of any member of Rental Party or Guest's visitors to observe the rules and restrictions set forth in Paragraph 7.

17. Violation of Agreement. If Guest or any member of the Rental Party violates any of the terms of this Agreement, including but not limited to maximum occupancy, visitors and rental rules and restrictions, Owner may evict Guest and the Rental Party from the Property and Guest will forfeit all rent and security deposit paid.

18. Governing Law. This Agreement and all transactions contemplated by this Agreement will be governed by, and constructed and enforced in accordance with the laws of the State of Mississippi (not including its conflicts of laws provisions). Any dispute arising from this Agreement shall be resolved through mediation. If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.

19. Amendments. This Agreement may be amended or modified only by a written agreement signed by both Owner and Guest.

20. No Waiver. Neither Owner nor Guest shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing.

21. Severability. If any provision of this Agreement is held to be invalid or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement.

22. Notices. Any notice or communication under this Agreement must be in writing and sent via one of the following options:

23. Successors and Assigns. This Agreement will inure to the benefit of and be binding upon Owner, its successors and assigns, and upon Guest and its permitted successors and assigns.

24. Entire Agreement. This Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter of this Agreement and supersedes all other negotiations, understandings and representations (if any) made by and between the Parties.

SIGNATURES

Owner Signature
James K. Hinton III

Owner Name

Date

Guest Signature

Guest Name

Date

Vacation Rental/Short Term Lease Agreement Booking Confirmation

Dear _____,

Thank you for selecting our property for your vacation.

The property is located at: 221 Halstead Rd., Ocean Springs, MS 39564

Arrival:	After 4 PM (No early arrival please)
Departure:	By 11 AM

Number of Adults:	Number of Children:
--------------------------	----------------------------

Your reservation deposit is due immediately in the amount of \$0.
--

Rental rate and fees are as follows:

Rental Rate of _____ x _____ days	_____
Unit Cleaning Service Fee	\$250.00
Total Amount Due _____	
Total Balance Due _____ Days Before Arrival Date _____	_____

Please sign and return the attached short-term lease agreement along with your reservation deposit. The balance of the rental amount is due _____ days before your arrival date. When the total amount due is received, we will send instructions on how to access the property.

Sincerely,

House Rules



Please respect check-in and check-out times.



No unregistered guest allowed.



Please respect the noise curfew.



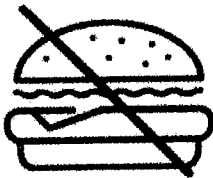
No illegal substances allowed on the premises.



No smoking allowed.



No parties or events allowed.



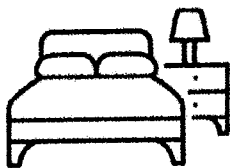
Please don't eat or drink in the bedrooms.



Please clean up after yourself.



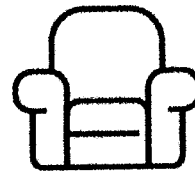
Please turn off the AC and lights when you go out.



Please take care of the furnishings. Damages exceeding the security deposit will be charged.



Please take the trash out before you leave.



Please don't rearrange the furniture.

HINTON JAMES K (LE)

Parcel ID: 60129440.000

Owner Name: HINTON JAMES K (LE)

Owner Address: 221 HALSTEAD RD

Owner CSZ: OCEAN SPRINGS MS 39564.00000000

Parcel Location: 221 HALSTEAD RD OCEAN SPRINGS

Legal Description: BEG SWC LOT 5 AJANTHA S/D S 105' E 110' S 50' W 110' S 180' W 29 8.81' N
TO SWC LOT 1 BLK 1 AJANT HA S/D NELY TO POB DB 1019-422 D B 2053-659 (126
MAP789.29-04)

Jackson County Mississippi



Property Link

JACKSON COUNTY, MS

Current Date **10/13/2023**
Tax Year 2022
 Records Last Updated **10/13/2023**

PROPERTY DETAIL		
OWNER	HINTON JAMES K (LE)	ACRES : 2.07
	HINTON BETTY	LAND VALUE : 49180
	221 HALSTEAD RD	IMPROVEMENTS : 212130
	OCEAN SPRINGS MS 39564	TOTAL VALUE: 261310
		ASSESSED : 26131

PARCEL 60129440.000**ADDRESS** 221 HALSTEAD

TAX INFORMATION			
YEAR 2022	TAX DUE	PAID	BALANCE
COUNTY	938.26	938.26	0.00
CITY	538.81	538.81	0.00
SCHOOL	1243.61	1243.61	0.00
PENALTY & OTHER	27.20	27.20	0.00
TOTAL	2747.88	2747.88	0.00

A Print Fee May Apply, Contact County For Total.**LAST PAYMENT DATE** 6 / 30 / 2023

MISCELLANEOUS INFORMATION		
EXEMPT CODE	LEGAL	BEG SWC LOT 5 AJANTHA S/D S 10
HOMESTEAD CODE	O65	5'
TAX DISTRICT	5660	E 110' S 50' W 110' S 180' W
PPIN	057536	29
SECTION	29	8.81' N TO SWC LOT 1 BLK 1 AJA
TOWNSHIP	7	NT
RANGE	8	HA S/D NELY TO POB DB 1019-422
		D

Book**Page**[PURCHASE COUNTY TAX SALE FILES](#)

TAX SALES HISTORY, FOR UNPAID TAXES		
<u>Year</u>	<u>Sold To</u>	<u>Redeemed Date/By</u>

NO TAX SALES FOUND

Back

[HOME](#) | [CHANCERY CALENDAR](#) | [CHANCERY CASES](#) | [REAL PROPERTY TAX POLICY](#) | [LOG IN](#) | [LOG OUT](#) | [CHECKOUT](#) | [TERMS OF USE](#) | [PRIVACY](#)

CITY OF OCEAN SPRINGS
COMMUNITY DEVELOPMENT AND PLANNING
POST OFFICE BOX 1800
OCEAN SPRINGS, MS 39566-1800
228-875-4415

**PLANNING COMMISSION REPORT
— PUBLIC HEARING —**

PUBLIC HEARING DATE: Tuesday, August 13, 2024

APPLICANT: Matthew and Casey Hinton

LOCATION: 507 Forest Hill Dr / PID: 61095063.000

REQUESTED ACTION: Residential Short Term Rental Permit

DATE OF APPLICATION: September 05, 2023

ADJACENT ZONING/LAND USE:

Subject Property: R-1, Single-Family Dwellings

North, East and South: R-1, Single-Family Dwellings, low density

West: R-2, Two Family Dwellings, medium density

DESCRIPTION OF REQUEST:

- Per Ordinance 2015-11, 2018-02, 2019-19, 2021-25 and 2023-07, the application is for a short-term rental permit to allow rental usage for less than 30 consecutive days.
- Site Location: The property is located in the City-Wide Zone Area, on the south side of Government St and the west side of Magnolia Ave, in the Forest Hill subdivision.



FINDINGS:

- Local Property Manager: The local property manager has an address on 507 Forest Hill Dr, Ocean Springs MS, satisfying the requirement to be located within 2 miles of the city limit.
- Application: Submittal is complete and was received prior to the deadline. A copy of the rental agreement is attached for consideration.
- Homeowner's Association: The property is not located in a covenant-restricted subdivision.
- Liability Insurance: The signed application states that the liability insurance for the property does not exclude short term rentals from coverage, as well as conformance with building code, zoning requirements. There are no deed restrictions and taxes are current.
- Fee: The application fee was provided with the application. The mail-out fee was paid prior to distribution.
- Notice via Standard Mail: The notice of public hearing was sent to 98 property owners within 500 feet of the subject property. The distribution included the name of the applicant, notice of the hearing date, time and location, and a summary of Frequently Asked Questions regarding short-term rentals.
- Publication: Notice of the public hearing was advertised at least 15 days prior to the date of the hearing per ordinance. Additionally, the required yard sign was placed in the yard.
- Inspection: The property was inspected for all required elements on 7/17/24 and was approved. Inspection form is attached for review.
- Maximum Occupancy: The requested maximum occupancy of 8 was approved by the Fire Marshall during the above referenced inspection.
- Maximum Number of Vehicles: The request for a maximum number of 5 vehicles was approved by the Building Official during the above referenced inspection.
- Guest Rules: The rules were posted and visible during the property inspection.
- Code Violation Complaints: No code violations or police reports were documented for this address in the past 12 months.

FEEDBACK:

We received no comments for or against the application.

SUMMARY:

The application for this property is complete and compliant with the adopted code, and the physical inspection passed. The recommendation is for approval of a Residential Short-Term Rental permit, subject to annual renewal.



City of Ocean Springs Planning Department
1018 Porter Avenue / PO Box 1800 Ocean Springs, MS 39564 / (228) 875-4415

RESIDENTIALLY ZONED SHORT TERM RENTAL ANNUAL PERMIT APPLICATION

Application Date: 09/05/2023

REQUIRED ATTACHMENTS:

FEES: \$501 ~ Application Fee Effective 4/4/23 – \$500 must be paid at the time application is submitted [includes occupancy inspection fee]. ~ Administrative Fee: \$1.00 (per Ordinance 2022-17 following the requirements of Section 25-60-5 MS code Annotated)

- ☐ Completed Application
- ☐ Copy of Proposed Rental Agreement
- ☐ Proposed Parking Plan – Sketch
- ☐ Copy of rules, including trash management and reference of the city's noise ordinance (available upon request), to be posted inside unit
- ☐ Affirmation of Code Compliance – Ord.2015-11 (Section 401.3(10)) – Attached.
- ☐ ~Standard mailout fee will be calculated during the review process and must be paid prior to scheduling of the public hearing~~

→ Properties will be reviewed and inspected prior to scheduling the public hearing date and sending the required notices.

→ PERMITS MUST BE RENEWED ANNUALLY (\$500 renewal fee) AND ARE NOT TRANSFERRABLE.

REQUIRED: RENTAL PROPRTY INFORMATION:

- Address of Rental Property: 507 Forest Hill Dr.
- Parcel Identification Number: 61095063.000 Number of bedrooms: 3
- Proposed maximum # guests: 6 Number of existing off-street parking spaces: 4
- Is this property located in a covenant-restricted subdivision? ☐ Yes ☒ No ~ If yes, a copy of the covenants must be included.

PROPERTY OWNER – Name: Matthew and Casey Hinton
Address: 507 Forest Hill Dr.
Phone No. 228-235-7439 Email: Hintonpaint@outlook.com
OWNER SIGNATURE: Matthew Hinton

LOCAL PROPERTY MANAGER – [Must RESIDE within two (2) miles of the OS City Limits]

Name: Casey Hinton
Address: 507 Forest Hill Dr
Phone No. 228-217-2073 Email: hintonpaint@outlook.com

Is the Property Manager OR the Owner the best contact for scheduling inspections? Choose One...

Owner – initial by each ordinance to indicate receipt:

Copy of Ordinance 2015-11 Received: MA (initials) Copy of Ordinance 2019-19 Received: MA
Copy of Ordinance 2018-02 Received: MA (initials) Copy of Ordinance 2021-25 Received: MA
Copy of Ordinance 2023-07 Received: MA (initials)

Physical Inspection of Property:

- All applicable fire and health codes as would apply to a commercially zoned structure must be compliant.
- As part of the review process, an inspection will be scheduled to determine that all physical requirements are met per the ordinance
- Inspection will also include but are not limited to: adequate parking, proposed occupancy, number of vehicles allowed, location of garbage storage, posting of rules, etc. (per *most current* Inspection Checklist dated: 2/08/18)

Affirmation of Codes/Regulations

I, (print name) Matthew C. Hinton Sr., hereby certify that:

1. I am the owner of the property that is the subject of this application and that I have read and understand the requirements as outlined in the application.
2. There are no outstanding City of Ocean Springs property taxes or special assessments on the parcel(s).
3. Per Section 2.C.5 of Ordinance No. 2015-11, I will obtain a Mississippi State Sales Tax License through the MS Dept. of Revenue to pay all city, county, and state taxes required by law.
4. The property included in this application is in compliance with all applicable building codes, zoning requirements, and deed restrictions and/or covenants.
5. The Homeowner's liability insurance does not exclude short term rentals from coverage.
6. Any existing mortgage or deed does NOT prohibit use of property as a short term rental.
7. Proper documentation of covenants that may restrict use of the property as a short rental and/or a letter of support from the HOA has been provided.

I further acknowledge that the information provided herein is true and correct to the best of my knowledge.

Owner(s) Name: Matthew C. Hinton Sr. Casey G. Hinton

Parcel ID(s): 61095063.00

Date Property Acquired: _____

Owner's Signature Matthew C. Hinton Date Sept. 6, 23

Office Use Only

Date of Inspection: _____ Result of Occupancy Inspection: _____
Maximum Occupancy Determination: _____ (attached)
Maximum Parking Spaces: _____ Permit Renewal Date: _____
PC Public Hearing Date: _____ BOA Approval Date: _____



ENHANCED LIFE SAFETY FOR OCCUPANCY EGRESS

(RESIDENTIAL & COMMERCIAL ZONED SHORT-TERM RENTALS & BED & BREAKFASTS)

The following items must be complete and pass inspection prior to approval of any Short-Term related enterprise. ***Additional Code requirements may apply from other Departments.***

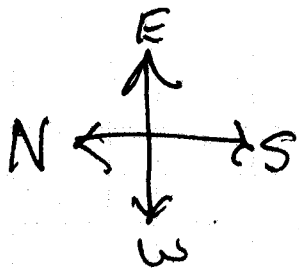
Before an occupancy inspection is scheduled, please make sure the following items have been completed. ***Someone must be present at the time of inspection.***

All Occupancy Inspections are scheduled Monday – Thursday at 10am

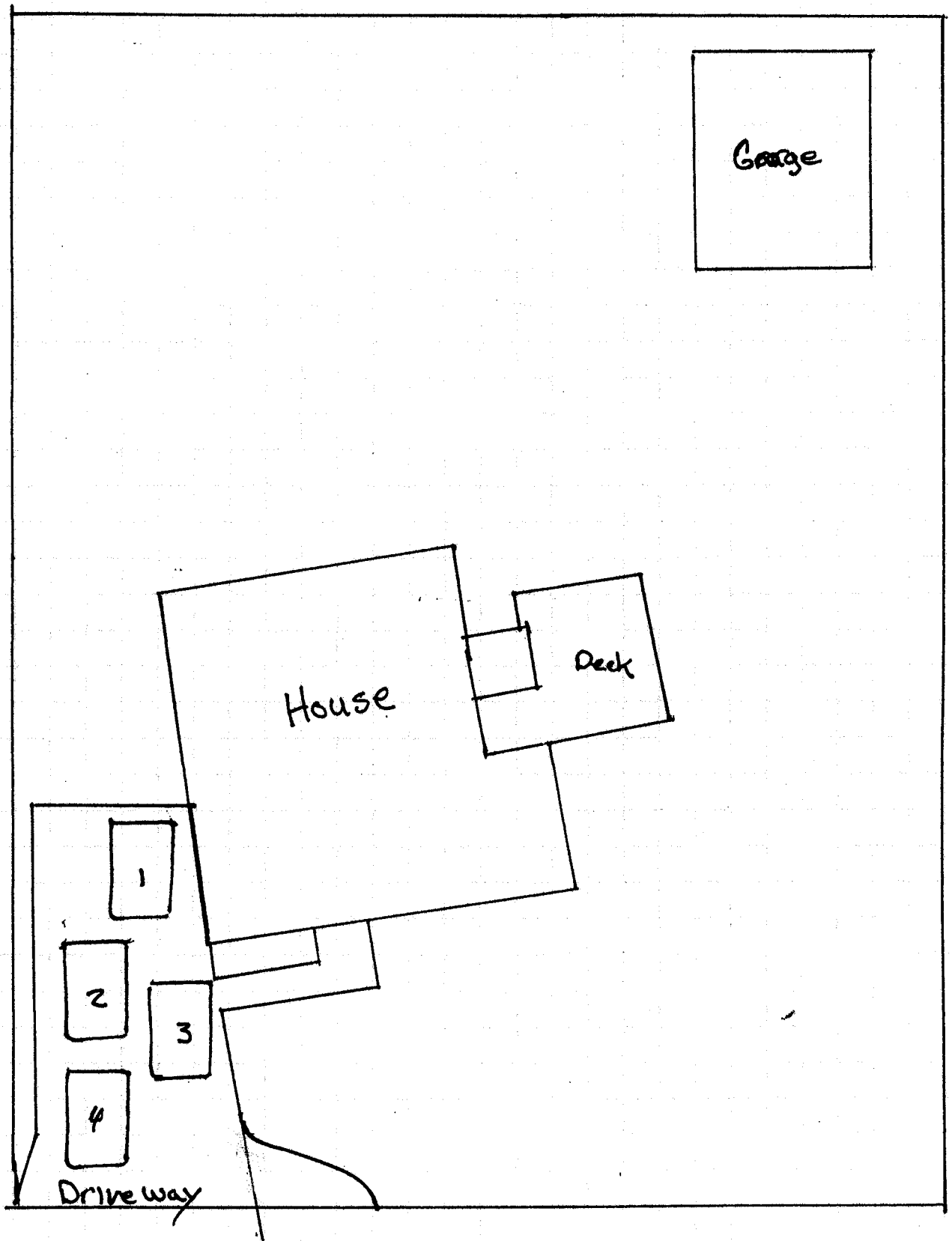
- Type 2A 10BC fire extinguishers – placed in a location visible to occupants and *mounted to the wall.*

NOTE: maximum travel distance to a fire extinguisher is 75 feet – additional fire extinguishers may be required on each floor.

- Emergency lighting – *hardwired with battery backup* (not “exit” lighting) in locations that will allow adequate illumination in case of emergency or power outage.
- Address clearly displayed on the outside of the building. This must be visible from the street. In locations not visible from the street, a pilaster or signage must be placed at the street – not to exceed 1 square foot.
- All Main and Distribution panel boxes must have all circuits labeled properly.
- Smoke detectors must be installed in all sleeping areas and corridors leading to sleeping areas. SMOKE DETECTORS MUST BE INTERLOCKED EITHER BY HARD-WIRED OR WI-FI SYSTEM. *If a residence has gas service, all locations must also include Carbon Monoxide Detectors (outside bedrooms). If there is an attached garage, a carbon monoxide detector must be installed in that location separately.*
- Adequate garbage receptacles and storage locations.
- Stove must have a no-tip device installed.
- Adequate emergency egress from all rooms within the residence. Sleeping areas must have two (2) means of egress. *If there it is a two-story structure, or has windows over 78”, it is required to have an emergency escape ladder.)*
- No exposed wiring.
- All outlets within 6 feet of any water source must be on a GFCI circuit or have that type of outlet installed.
- Adequate off-street parking for guests. No designated parking will be allowed on grassy surfaces or on streets.
- Extension cords shall not be substituted for permanent wiring in any case. Multi-plug electrical adaptors are prohibited unless they are overcurrent protected (surge protected).



507 Forest Hill DR



HINTON MATTHEW CORY SR &

Parcel ID: 61095063.000

Owner Name: HINTON MATTHEW CORY SR &

Owner Address: 507 FORREST HILL

Owner CSZ: OCEAN SPRINGS MS 39564.00000000

Parcel Location: 507 FOREST HILL DR OCEAN SPRINGS

Legal Description: LOT 3 BLK 3 FOREST HILLS S/D DB 2053-653 (99 MAP789.30-01)

Jackson County Mississippi



Property Link

JACKSON COUNTY, MS

Current Date **10/13/2023****Tax Year 2022**
Records Last Updated **10/13/2023**

PROPERTY DETAIL		
OWNER	HINTON MATTHEW CORY SR & HINTON CASEY GEA 507 FORREST HILL OCEAN SPRINGS MS 39564	ACRES : .32 LAND VALUE : 40600 IMPROVEMENTS : 92320 TOTAL VALUE: 132920 ASSESSED : 13292

PARCEL 61095063.000**ADDRESS** 507 FOREST HILL

TAX INFORMATION			
YEAR 2022	TAX DUE	PAID	BALANCE
COUNTY	519.39	519.39	0.00
CITY	384.40	384.40	0.00
SCHOOL	737.24	737.24	0.00
PENALTY & OTHER	16.41	16.41	0.00
TOTAL	1657.44	1657.44	0.00

A Print Fee May Apply, Contact County For Total.**LAST PAYMENT DATE** 6 / 30 / 2023

MISCELLANEOUS INFORMATION		
EXEMPT CODE	LEGAL	LOT 3 BLK 3 FOREST HILLS S/D D
HOMESTEAD CODE	REG	B
TAX DISTRICT	4660	2053-653 (99 MAP789.30-01)
PPIN	059908	
SECTION	30	
TOWNSHIP	7	
RANGE	8	

Book**Page**[PURCHASE COUNTY TAX SALE FILES](#)

TAX SALES HISTORY, FOR UNPAID TAXES		
Year	Sold To	Redeemed Date/By

NO TAX SALES FOUND

[Back](#)[HOME](#) | [CHANCERY CALENDAR](#) | [CHANCERY CASES](#) | [REAL PROPERTY TAX POLICY](#) | [LOG IN](#) | [LOG OUT](#) | [CHECKOUT](#) | [TERMS OF USE](#) | [PRIVACY](#)

From: [Jennifer Perronne](#)
To: [Carolyn Martin](#)
Cc: [Amanda Dixon](#)
Subject: Re: Residential STR Complaint Check - 507 Forest Hill Drive
Date: Friday, October 13, 2023 2:26:48 PM

We have had no calls or complaints for this address in the last 12 months.

Thanks
Jennifer

From: Carolyn Martin <cmartin@oceansprings-ms.gov>
Sent: Friday, October 13, 2023 12:06 PM
To: Jennifer Perronne <jperronne@oceansprings-ms.gov>
Cc: Amanda Dixon <adixon@oceansprings-ms.gov>
Subject: Residential STR Complaint Check - 507 Forest Hill Drive

Jennifer,
Can you please send me a report or CAD Notes for any calls, complaints, etc. for **507 Forest Hill Drive** for the last 12 months?

Thanks,
Carolyn

Carolyn A. Martin

Planning & Grants Administrator



City of Ocean Springs

1018 Porter Avenue / Ocean Springs, MS 39564

Ph: 228-230-1969

This electronic mail message, including all files or attachments, is intended exclusively for the individual or entity to which it is addressed and may contain legally privileged and confidential information. The authorized recipient of this information is prohibited from disclosing this information to any other party unless permitted or required by law or regulation. If you are not the named addressee, you are not authorized to read, print, retain, copy, or disseminate this message or any part of it. If you are not the intended recipient, please contact the sender by reply e-mail and delete the original email from your system.

From: [Rick Hutcherson](#)
To: [Carolyn Martin](#)
Subject: Re: Residential STR Renewal Code Check - 507 Forest Hill Drive
Date: Tuesday, October 24, 2023 7:17:28 AM

I do not have anything in my records for this property.

Rick Hutcherson

Code Enforcement Officer

City of Ocean Springs

From: Carolyn Martin <cmartin@oceansprings-ms.gov>
Sent: Friday, October 13, 2023 12:06
To: Rick Hutcherson <RHutcherson@oceansprings-ms.gov>
Subject: Residential STR Renewal Code Check - 507 Forest Hill Drive

Rick,

Can you please send me a report of any code enforcement violations, complaints, etc. for **507 Forest Hill Drive** for the last 12 months?

Thanks,
Carolyn

Carolyn A. Martin

Planning & Grants Administrator



City of Ocean Springs

1018 Porter Avenue / Ocean Springs, MS 39564

Ph: 228-230-1969

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VACATION RENTAL SHORT TERM LEASE AGREEMENT

Forest Hill

This Vacation Rental Short Term Lease Agreement (this "Agreement") is made by and between Matthew C. Hinton Sr. ("Owner") and _____ ("Guest") of the date last written on the signature page of this Agreement. Owner and Guest may be referred to individually as "Party" and collectively as "Parties." For good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree as follows:

1. Property. The property is described as a house with 3 bedrooms and 2 bathrooms located at 507 Forest hill Dr., Ocean Springs, MS 39564 (the "Property"). The Property is owned by Owner. The Property is fully furnished by Owner and equipped for light housekeeping. The following amenities are included in the Property:

- microwave
- dishwasher
- refrigerator
- dryer
- cable
- washer
- wifi
- linens

A starter supply of household cleaning and hygiene products may be available in the Property for use. Guest is responsible for purchasing any additional supplies and all food and beverages.

2. Rental Party. All persons in the rental party will be bound by the terms of this Agreement. Only persons listed on this Agreement may stay in the Property. "Rental Party" means Guest plus the following persons:

<u>First Name & Last Name</u>	<u>Relationship to Guest</u>
N/A	N/A

3. Maximum Occupancy. The maximum number of persons allowed to stay in the Property is limited to eight (6).

4. Visitors. A visitor is an occupant of the Property who is not staying overnight. The maximum number of persons allowed to stay in the Property is limited to eight (6).

5. Rental Period & Check-In. The term of this lease will be from _____ (“Arrival Date”) to _____ (“Departure Date”). The Property will be ready for Guest’s occupancy beginning at 4 PM on the Arrival Date and the Property must be vacated by 11 AM on the Departure Date, unless otherwise agreed by Owner. If Guest or any member of the Rental Party remains on the Property beyond the Departure Date, Guest will be responsible to pay the rental rate prescribed in Section 8 below for the period of time between Departure Date and the actual date Guest and all members of the Rental Party vacate the Property. The Property requires a two (2) night minimum stay.

6. Keys & Access Codes. Owner will provide Guest with two (2) key(s), which will unlock the front door to the Property. Guest is not allowed to make duplicate keys. Any attempt to access a locked area is just cause for immediate termination of this Agreement, forfeiture of all rent paid, and Guest will be liable for any missing items or damage.

7. Rental Rules & Restrictions. Guest agrees to abide by the following restrictions by Owner (the “Rules”):

- (A) Smoking is not permitted inside the Property
- (B) Pets are not permitted on or in the Property
- (C) Quiet hours are from 10:00 PM to 8:00 AM
 - The City of Ocean Springs Noise Ordinance 2012-04 (A Copy is included in this agreement) *All amplified outdoor music/noise must be shut down no later than 11pm on weekdays and 12pm on weekends.
- (D) Garbage must be placed in the proper receptacles
 - Trash Bins must be set out Tuesday Evening for pickup Wednesday Morning.

If any person in the Rental Party fails to follow any of the Rules, the Rental Party may be asked to vacate the Property and Guest will forfeit all rent paid.

8. Payment. Guest agrees to pay the rent and fees described below (the “Total Amount Due”). Payment in full of the following fees will be due within Seven(7) days before the Arrival Date.

Rental rate of _____ x _____ days	_____
Cleaning service fee	\$200.00
Total Amount Due _____	
Total Balance Due _____	

9. Cancellation. If Guest cancels the reservation less than seven (7) days before the Arrival Date, the Total Amount Due will be forfeited.

10. Cleaning. A cleaning fee of \$200.00 will be charged to the Guest. Daily housekeeping services are not included in the rental rate. Throughout the rental period, Guest will be responsible for keeping the Property clean and in good condition. Any unsafe or dangerous condition must be reported to Owner immediately. Guest acknowledges that on the Arrival Date, the Property is in good condition, except for any defect Guest may report to Owner by the end of the first day following the Arrival Date. The Property should be left in the same condition as it was found by Guest on the Arrival Date. Guest promises to leave the Property in good repair.

11. Furnishings are subject to change without notice. Furniture, bedding, kitchen equipment, utensils, and any other personal property supplied with the Property must not be removed from the Property. Loss of any items within the Property or damage to the Property or furnishings in excess of normal wear and tear will be charged to Guest. The Property will be inspected by Owner after Guest's departure. All contents of the Property are the property of Owner. If an item should break, Guest must notify Owner immediately. Guest is not permitted to alter the wiring of any television, computer, or gaming equipment.

12. Parking. Parking is limited to four (4) spaces. Guest may only park in designated parking area. Any illegally parked cars may be subject to towing and/or fines.

13. Mechanical Failures. Owner attempts to properly maintain the Property. While all electrical and mechanical equipment within the Property are in good working order, Owner cannot guarantee against mechanical failure of electrical service, stopped plumbing, water supply, heating, air conditioning, audio visual equipment, internet access, cable service, or appliances. Guest agrees to report any inoperative equipment or other maintenance problem to Owner immediately. Owner will make every reasonable effort to have repairs done quickly and efficiently. Guest will allow Owner or a person permitted by Owner access to the Property for purposes of repair and inspection. Owner is not responsible for any inconvenience that may occur and no refunds or rent reductions will be made due to failure of such items.

14. Natural Disasters. If there is a storm or severe weather and a mandatory evacuation order is issued by state or local authorities, Guest shall be entitled to a prorated refund for each night Guest is unable to occupy the Property. Owner will not be liable or 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 act not within its control, including, without limitation, acts of God.

15. Limitation on Liability. Owner is not responsible for any accidents, injuries or illness that occur to any member of the Rental Party or Guest's visitors while in the Property or on the Property. Owner is not responsible for loss of personal belongings or valuables belonging to any member of the Rental Party or any of Guest's visitors. Guest agrees to assume the risk of any harm arising from use of the Property. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, INCLUDING TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE, SHALL OWNER BE LIABLE TO GUEST OR ANY OTHER PERSON FOR ANY DAMAGES OF ANY NATURE WHATSOEVER INCLUDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR GUEST'S RENTAL OF THE PROPERTY OR USE OF THE PROPERTY. IN NO EVENT WILL OWNER BE LIABLE FOR ANY DAMAGES IN CONNECTION WITH

THIS AGREEMENT, EVEN IF OWNER SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE.

16. Indemnification. Guest acknowledges that the use of the Property by the Rental Party and Guest's visitors is entirely at their own risk. Guest will indemnify and hold harmless Owner from any and all expenses, costs, damages, suits, actions, or liabilities whatsoever arising from or related to any and all loss of or damage to personal property, including injury or death resulting from the use or occupancy of the Property or the failure of any member of Rental Party or Guest's visitors to observe the rules and restrictions set forth in Paragraph 7.

17. Violation of Agreement. If Guest or any member of the Rental Party violates any of the terms of this Agreement, including but not limited to maximum occupancy, visitors and rental rules and restrictions, Owner may evict Guest and the Rental Party from the Property and Guest will forfeit all rent and security deposit paid.

18. Governing Law. This Agreement and all transactions contemplated by this Agreement will be governed by, and constructed and enforced in accordance with the laws of the State of Mississippi (not including its conflicts of laws provisions). Any dispute arising from this Agreement shall be resolved through mediation. If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.

19. Amendments. This Agreement may be amended or modified only by a written agreement signed by both Owner and Guest.

20. No Waiver. Neither Owner nor Guest shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing.

21. Severability. If any provision of this Agreement is held to be invalid or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement.

22. Notices. Any notice or communication under this Agreement must be in writing and sent via one of the following options:

23. Successors and Assigns. This Agreement will inure to the benefit of and be binding upon Owner, its successors and assigns, and upon Guest and its permitted successors and assigns.

24. Entire Agreement. This Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter of this Agreement and supersedes all other negotiations, understandings and representations (if any) made by and between the Parties.

SIGNATURES

Owner Signature
Matthew C. Hinton Sr.

Owner Name

Date

Guest Signature

Guest Name

Date

Vacation Rental/Short Term Lease Agreement Booking Confirmation

Dear _____,

Thank you for selecting our property for your vacation.

The property is located at: 507 Forest Hill Dr., Ocean Springs, MS 39564

Arrival:	After 4 PM (No early arrival please)
Departure:	By 11 AM

Number of Adults:	Number of Children:
--------------------------	----------------------------

Your reservation deposit is due immediately in the amount of \$0.
--

Rental rate and fees are as follows:

Rental Rate of _____ x _____ days	_____
Unit Cleaning Service Fee	\$200.00
Total Amount Due _____	
Total Balance Due _____ Days Before Arrival Date _____	_____

Please sign and return the attached short-term lease agreement along with your reservation deposit. The balance of the rental amount is due _____ days before your arrival date. When the total amount due is received, we will send instructions on how to access the property.

Sincerely,



An Application Has Been Submitted
For This Property To The
**OCEAN SPRINGS
PLANNING
COMMISSION**
FOR DETAILS CALL 875-4415