

## **Vacation Property Rental Agreement**

THIS AGREEMENT, governed by the laws of the State of Florida, is executed upon electronic endorsement of the rental agreement and by placing said deposit for the earlier listed dates of stay between Philip Accardi hereinafter referred to as “Owner” and the person making the reservation and electronically endorsing agreement hereinafter, jointly and collectively called “Vacationer”.

This agreement is only for transient short- term rental of the rental premises listed below, and IN CONSIDERATION of the following terms, covenants, agreements, limitations and conditions entered into by the parties hereto, Owner rents to Vacationer the property: Unit 306A, located at 500 Gulf Shore Drive, Destin Florida, 32541, in the Jetty East Condominium complex. To be occupied only for the purpose of a transient, single-family, short-term/vacation dwelling unit for a term commencing upon the earlier listed specific dates requested by Vacationer and agreed to by Owner.

## **Vacationer / Renter**

Jetty East is a family-oriented condominium complex and regulations do not allow the Owner(s) to rent to single or married persons under the age of 25. Any reservation made under false pretense will result in the following.

If Vacationer is occupying the unit and later found to be in violation of the age limit, Immediate eviction from the rental unit will occur and all monies Vacationer paid will be forfeited, regardless of the amount of time Vacationer has occupied the unit.

Vacationer making the reservation must be the one paying for said reservation and must be one of the four allowed occupants staying in the unit, 306A.

Reservations obtained under false pretense as stated above and found prior to the Vacationer entering the unit, will result in the reservation being cancelled, and Vacationer will be subject to loss of all monies paid.

If false pretense is found while Vacationer is occupying the unit the Vacationer will be evicted immediately and all monies Vacationer paid will be non-refundable.

## **Occupancy**

At no time, shall the occupancy of this vacation rental unit exceed 4 persons unless authorized by the Owner(s) in writing. Violating the occupancy limit will result in immediate eviction from the rental unit, 306A and removal from the Jetty East property.

## **Subletting and Lease Agreement**

Under no circumstances shall this agreement be sublet or released to anyone else during scheduled agreed upon dates of stay. There will be no refunds if the Vacationer(s) should leave/vacate the unit, 306A early. The person obtaining/ making the reservation must occupy the rental unit, 306A, while guests are present.

Under no circumstance should a guest of the Vacationer be left alone in the rental unit, 306A.

Vacationer is responsible for all guests and their actions.

## **Check-In /Check-Out**

Check-in time is 4:00 pm on the day Vacationer(s) scheduled reservation begins. Vacationer(s) issued entry door code will not permit entry until 4:00 pm on the check in day. No early check-ins without the prior arrangements and consent from the Owner(s).

Check-out time is 10:00 am on the day Vacationer(s) scheduled reservation ends. Any delay in check-out, without prior arrangements and consent of Owner(s) shall result in Vacationer(s) being charged an additional fee of one hundred dollars in U.S. currency.

**Payments Due.**

Payment requests are due upon the displayed due date or upon receipt if no due date is displayed. Your reservation must be paid in full 30 days prior to your check in date. If not paid in full you risk having your reservation cancelled and forfeit all monies previously paid.

## **Cancellation Policy**

Cancellation notice sent electronically or by certified mail addressed to the Owner(s) must be received thirty days prior to your scheduled arrival date for any rental period or term up to and including thirty days.

Any rental period or term longer than thirty days the cancellation notice sent electronically or by certified mail must be received sixty (60) days prior to the scheduled arrival date.

A cancellation notice received less than thirty(30) days prior to your scheduled arrival date on a stay for thirty days or less are non-refundable.

A cancellation notice received less than sixty(60) days prior to your scheduled arrival date on a stay for longer than thirty(30) days are non-refundable.

If proper notice is given as stated above you will receive a 50% refund on the booking/nights stay amount only. No refunds on taxes or fee's

## **Weather Events**

You are booking a stay in Florida which is common for hurricanes(*typical hurricane season is June 1st thru November*) and very bad weather can occur at any time. The Owner(s) highly suggest Vacationer purchase trip insurance to protect the Vacationer and which will reimburse the Vacationer if the trip cannot be fulfilled. It is the Vacationer's responsibility to purchase such trip insurance to meet their needs. If vacationer chooses not to purchase trip insurance the Vacationer assumes all risk.

Any type of weather and or emergency evacuations, states of emergency, voluntary evacuation, mandatory evacuation prior to arrival or while currently occupying the unit and have to vacate the unit or vacate the unit unexpectedly are NON-REFUNDABLE since this is out of our control. No deposits, rents, or fees will be returned or refunded.

## **Use of Premises**

Vacationers will comply with all local laws, ordinances and community/Jetty East condominium association rules regarding the use of the premises. At owners discretion any violation will result in immediate eviction with all monies forfeited/non-refundable.

## **Quiet Enjoyment**

Any disturbance resulting in police action, neighborhood or neighboring complaints of any type or a violation of the rules and regulations is considered sufficient cause for immediate termination of your stay with all monies paid will be forfeited/ non-refundable.

## **No Smoking and No Pets**

Smoking of any kind including vapor type is **not permitted** in the rental unit, 306A or on the rental units balcony. Smoking in the unit or on the units balcony will be sufficient cause for immediate termination of the stay, eviction and loss of all monies with no refund of any kind. Vacationer will also be charged a \$300.00 deep cleaning fee on their credit card account to rid the rental unit of all smoking residue.

No pets of any kind are allowed in the rental unit at any time. If Vacationer or Vacationer's guest is found to have a pet in the unit, Vacationer and guests will be immediately evicted with no refund of any kind. Vacationer will also be charged a \$300.00 deep cleaning fee to their credit card account.

## **Use of BBQ Grills**

Charcoal grills are located in the beach pavilion and use is first come first serve. Charcoal is not supplied. There is no grilling or open flames allowed in the rental unit, 306A, or on the rental units balcony. Vacationer assumes all risks using grills in common pavilion area.

## **Locked Area Within The Unit**

Vacationers will not be provided a key/code for the Owner's personal storage spaces or any locked closet. Any attempt to enter any locked area or door that contains a lock, regardless if it is in a locked or unlocked position is cause for immediate eviction and forfeiture of all monies paid. Vacationer will also be liable for any damage and or missing items. The damage or missing items will be charged to Vacationer's credit card account.

## **Starter Set**

The rental unit, 306A, will be equipped with a starter set as follows. 1 roll of toilet tissue, 1 roll of paper towels, 1 kitchen trash bag, 1 bathroom trash bag, 1 small bottle of dish soap, 1 dishwasher pod, and hand soap. Vacationer must supply any additional supplies needed for their stay.

## **Linens and Towels**

One set of clean sheet linens for the master bed and sofa sleeper mattress' are provided. One set of bath towels are also provided for each person up to maximum occupancy.

Bathroom towels or kitchen towels are not to be removed from the the unit under any circumstance. Any towel that is used for purposes other than intended will be charged against Vacationer's credit card account for replacement.

## **Rearranging / Moving Furniture**

Please do not move any furniture. This can result in extra time for the cleaning staff to get the rental unit, 306A, ready for the next guest/Vacationer. Charges will occur to your credit card if housekeeping has to move furniture back to its original place.

## **Damage to Rental Unit, Property or Contents.**

Damage to property, unit or the units contents will be charged against Vacationers credit card account if damage protection insurance was not purchased by Vacationer.

## **Unit Cleaning**

This unit is inspected before and after you leave and an inventory list of everything in the rental is kept, including towels and linens. If anything is found damaged, broken or missing the Vacationer will be charged for replacement of said item.

The unit should be left in the same condition as originally found with the exception of soiled towels and bed sheet linens. Place all soiled towels in the bath tub upon your departure. Please run the dishwasher if you have used items that need cleaning and return clean items to their proper cabinets and drawers etc.. No food, Ice, toys or furnishings should be left by Vacationer in unit upon checkout.

Any undue or unreasonable cleaning necessary as a result of the Vacationer's stay will result in an additional cleaning charge assessment of \$100.00 per hour, with a one (1) hour service minimum.



## **Theft of Unit Contents**

Vacationer is responsible for any theft of Owner(s) property during their stay in the unit. Stolen or lost property will be charged against Vacationers credit card account.

## **Departure / Check Out**

Vacationer is required to wash all dishes, drink ware and utensils that have been used and return clean items to their proper cabinets or drawers.

Empty all trash from trash receptacles in the unit and in any and all rooms.

Refrigerator and freezer must be free from all foodstuffs, drinks / liquids and Ice.

The trash must be properly disposed of in the trash chutes near the two central elevators located in the center of the building.

Beds must be stripped of soiled/used linens and left on floor next to the beds. All used/soiled towels should be left inside the bathtub.

All drinking alcohol / liquor or alcoholic beverages should be disposed of and not left in unit.

An additional cleaning charge will be assessed if above is not completed.

## **Onsite Rental Office**

The onsite rental office does not manage this privately owned vacation rental unit in any way. They are not to be contacted for any reason except deemed an emergency with the unit. (e.g. large water leak, ect.)

This unit is solely rented by the owner to ensure our guests have a positive experience.

Refer to heading above titled “***issues with rental unit***” for further information.

## **Drug use**

Illegal drug use/possession of any kind is not allowed on the Jetty East property or in the rental unit, 306A, or rental units balcony. Vacationer(s) and guests will be evicted immediately if found in violation with forfeiture of all monies paid and no refund of any kind. Vacationer(s) will be charged for the appropriate cleaning fee to clean the rental unit.

## **Beach Use Beach Service and Property Amenities.**

Vacationer and guest are allowed to use the private beach of the Jetty East Condominium complex as well as all the amenities it has to offer. Use of the Anchor room requires an extra charge and cleaning fee. There are no beach canopies or tents allowed on the beach. Beach umbrellas and chairs are welcome. Beach service which includes 2 beach chairs and a beach umbrella provided for you by our beach personal . If for some reason beach services is not or cannot not be provided to you at any time there will be no compensation or refunds for circumstances which are out of the Owner(s) control.

## **Issues With Rental Unit**

The Vacationer agrees to immediately notify the owner of any maintenance problem, so that the situation can be remedied as soon as possible. Owner(s) will contact the appropriate servicer/contractor as soon as possible to have them respond. Owner(s) is not responsible for response times of servicer/contractor. The Owner(s) will deem each issue an emergency or not.

Owner(s) is not responsible for any inconveniences that may occur for which he has no control. This includes, but is not limited to: power outages, adverse weather conditions, mandatory evacuation, construction, mechanical failure such as pool, hot tubs, television, appliances, air-conditioning, hot water, water being shut off etc.. No refunds will be given for occurrences beyond the Owner(s) control.

Owner(s) shall not be held liable for any injuries that may occur to Vacationer or Vacationer's guests as a result of the acts of said Vacationer and guests.

Owner(s) are not responsible for any theft or damage to Vacationer or Vacationer's guest's belongings/personal property during their stay at the vacation rental unit or while on the property of Jetty East Condominiums.

## **Liability**

Vacationer is responsible for and shall indemnify the Owner(s) and Owner's agents and hold them harmless from any and all claims, liability, demands, actions, causes of action, expenses, damages, losses or injuries sustained by any person including Vacationer, Vacationer's guest, guest's family, agents, guests or invitees as a result of or arising from the guest's subject occupancy and tenancy, including, but in no way limited to claims arising from the use of any pool, hot tub, spa-pool, barbecue grills, beach and water area which are part of the rental premises. Vacationer and Vacationer's guest shall also be liable and indemnify Owner(s) for attorney's fees and court costs incurred by Owner(s) in enforcing any of the terms, covenants or conditions of this Rental Agreement or which are sustained by Owner(s) as a result of or arising from or during Vacationer or Vacationer's guest's subject occupancy and tenancy.

## **Credit Card**

If Vacationer chooses to reject purchasing damage protection to protect against accidental damages, the Vacationer will subsequently call and provide owner with their credit card information for owner to place on file for such charges explained above, if applicable. This information will be disposed of once Vacationer checks out and the unit is free of damage.

If Vacationer chooses to purchase damage protection, Vacationer does not need to provide credit card information to Owner(s)

## **Electronic Code for Entry Door**

There is no need for a traditional “Check in.” Guests will be able to bypass that whole process and go directly to the unit after acquiring a parking pass from the security personnel at the entrance to the property.

Prior to check in, a door code with instructions will be sent to Vacationer through the VRBO messaging/website or other electronic means. This code **will not** permit entry into the unit until 4:00 p.m. on Vacationer(s) check in date.

*\*If early check in/ late check out is desired requests must be made prior to receiving your door code.*

Your door key code will remain in effect for your entire stay and will expire on your check out date at 10:00 a.m. unless prior arrangements were made.

***\*\* Upon written or electronic endorsement, Vacationer(s) agree's that they have completely read and understand this agreement in its entirety. The Vacationer accepts all terms, conditions, and restrictions without exception.***