

Whitt-at-Sea Rental Agreement

RENTAL RULES AND REGULATIONS

Whitt-at-Sea Townhouse
108 Oleander Dr, Laguna Beach, FL 32413,

1. **CHECK-IN TIME IS AFTER 3 P.M. CST AND CHECK-OUT IS 10 A.M. CST.** Early arrival or late checkout only if pre-arranged with owner.
2. This is a **NON SMOKING** unit. Smoking allowed outside only.
3. **Pets are not permitted** in rental units unless agreed to in writing by the owner and with a \$200 pet deposit. Violation of this policy will result in forfeiture of your security deposit and an additional charge of \$25 per day.
4. **We will not rent to vacationing students or singles under 25 years of age** unless accompanied by an adult guardian or parent. Parent or guardian must be present for the entire duration of the rental. Violation of this age limit will result in forfeiture of all payment, security deposit and possible immediate termination of stay.
5. **Security/Reservation Deposit** - A security/reservation deposit of \$150 is required. This must be received within seven (7) days of booking the reservation. The deposit automatically converts to a security/damage deposit upon arrival. The deposit is NOT applied toward rent; however, it is fully refundable within (14) days of departure, provided the following provisions are met.
 - a. No damage is done to unit or its contents, beyond normal wear and tear.
 - b. No charges are incurred due to contraband, pets or collection of rents or services rendered during the stay.
 - c. All debris, rubbish and discards are placed in dumpster, and soiled dishes are cleaned and put away.
 - d. The unit is left locked and all keys are returned within 1 week of checkout.
 - e. All charges accrued during the stay are paid prior to departure.
 - f. No linens are lost or damaged.
 - g. NO Early check-in or late check-out without pre-arranged permission from owner.
 - h. The renter is not evicted by the owner (or representative of the owner) or the local law enforcement.
6. **Payment** - The BALANCE OF RENT is due thirty (30) days before your arrival date. Please make payments in the form of check, money order, PayPal or credit card. Please note payment via PayPal or credit card carries a 3% fee that is charged by PayPal.
7. **Cancellations** - Cancellations that are made more than sixty (60) days prior to the arrival date will incur no penalty. Cancellations that are made more than thirty (30) days but less than 60 days prior to the arrival date will incur a \$50 cancellation fee. Cancellations or changes that result in a shortened stay, that are made within 30 days of the arrival date, forfeit the full advance payment and damage/reservation deposit. Cancellation or early departure does not warrant any refund of rent or deposit.
8. **Maximum Occupancy** - The maximum number of guests per condominium is limited to six (6) persons. An additional charge of \$25 per night per person will be required for more than six (6) guests plus an additional \$50 security deposit. Additional guests must be arranged with the owner and be paid in advance. Failure to do so is a violation of the rental agreement and result in forfeiture of all payment, security deposit and possible immediate termination of stay.
9. **THIS PROPERTY REQUIRES A THREE (3) NIGHT MINIMUM STAY.** Longer minimum stays

may be required during holiday periods. If a rental is taken for less than three days, the guest will be charged the three-night rate.

10. **Inclusive Fees** - Rates include a one-time linen-towel setup and all utilities.

11. **No Daily Maid Service** - While linens and bath towels are included in the unit, daily maid service is not included in the rental. We suggest you bring beach towels. We do not permit towels or linens to be taken from the units. A washer and dryer is available for your use.

12. **RATE CHANGES** - Until this rental agreement is signed and received by the owner, rates subject to change without notice.

13. **Falsified Reservations** - Any reservation obtained under false pretense will be subject to forfeiture of advance payment, deposit and/or rental money, and the party will not be permitted to check-in.

14. **Written Exceptions** - Any exceptions to the above mentioned policies must be approved in writing in advance. Failure to do so will result in forfeiture of your security deposit.

15. **HURRICANE OR STORM POLICY** - No refunds will be given unless:

- a. The National Weather Service orders mandatory evacuation in a "Tropical Storm/Hurricane Warning area" and/or
- b. A "mandatory evacuation order has been given for the Tropical Storm/Hurricane Warning" area of residence of a vacationing guest.
- c. The day that the National Weather Service orders a mandatory evacuation order in a "Tropical Storm/Hurricane Warning," area, we will refund:
 - i. Any unused portion of rent from a guest currently registered,
 - ii. Any unused portion of rent from a guest that is scheduled to arrive, and wants to shorten their stay, to come in after the Hurricane Warning is lifted; and
 - iii. Any advance rents collected or deposited for a reservation that is scheduled to arrive during the "Hurricane Warning" period.

16. **This unit is privately owned;** the owners are not responsible for any accidents, injuries or illness that occurs while on the premises or its facilities. The Homeowners are not responsible for the loss of personal belongings or valuables of the guest. By accepting this reservation, it is agreed that all guests are expressly assuming the risk of any harm arising from their use of the premises or others whom they invite to use the premise.

17. **Tenant Liability:** Should Tenant breach any of the terms of this Agreement or should Tenant be liable pursuant to any of the terms of this Agreement due to Tenant 's or Tenant's guests' negligence or misuse, then Tenant shall be liable for all costs, damages and expenses incurred including reasonable attorney's fees.

By Signing Below, I agree to all terms and conditions of this agreement

Signature: _____ Date _____