



Carter Beach Properties, Inc.

1-866-598-2962 or 1-850-269-1275

This contract takes effect upon booking your reservation and receipt of your security deposit.

We do not hold properties for later cancellation at your convenience as this may result in the loss of income for the individual property owner. A signed rental agreement must be returned within 24 hours. Please sign and return all pages via fax to 1-850-269-1235 or scan and email within 24 hours to carol@destin-vacation-rental.com.

This agreement acknowledges that you understand and accept the terms and conditions of the rental. The Renter for the purpose of this agreement is both the principal for himself or herself and the agent for all persons using the rental property under the terms of this agreement. It is the duty of the renter to publish the terms of this agreement to all persons who will use the rental property rented under the terms of this agreement.

Florida Statutes Chapter 509 Part I governs this agreement. The terms of this agreement that provide for penalties for failure to follow the terms of this agreement are not prohibited by Chapter 509 and all penalties will be strictly enforced.

Please make sure you have checked our seasonal schedule and booked accordingly, I.E. Saturday to Saturday during season. We will email you a confirmation of your rental dates for the property upon receipt of your Security Deposit. No reservation is secure until we have received your signed contract.

A Security Deposit consisting of a minimum of \$250 for 1 – 2 bedrooms and \$500 for 3+ bedrooms or 25% of the rental rate which ever is greater will be accessed to hold the reservation. An additional 25% of the rental rate will be accessed for a total of 50% for parents chaperoning youth groups. Youth groups are defined as groups of people who are on the rental property under the auspices of rental agreement who are under the age of 25. No property will be rented to individuals under the age of 25. The security deposit does not apply to rent and is designed to cover damages to the property and to secure good behavior on part of the renter. If there is damage incurred in excess of the deposited amount, the credit card on record will be debited or you will be billed for the damages.

Large groups of young adults (anyone under the age of 25) must be accompanied by at least (1) one parent per (3) three young adults. The parents MUST reside on premises of rental property. No property will be turned over for rental to anyone under 25 years of age. Parents must supervise groups of young adults and **CANNOT** abandon the premises. One (1) parent must be in attendance at the property at ALL times. Renters will be asked to leave if these rules are not followed. No refund of rent or Security Deposit will be made under any circumstance of eviction.

If upon arrival or after arrival it is determined that you have not disclosed that you are chaperoning a youth group, this contract authorizes Carter Beach Properties to automatically charge the balance of the 50% Security Deposit to the credit card on record.

The BASH, Bella Rosa, Casa Grande, Emerald Palace, Pleasure Point, Serendipity, and Tranquility do not allow chaperoned youth/young adult groups. If it is determined that you have rented one of these properties under false pretense and you have a chaperoned youth/young

adult group, you will be evicted and no refund of rent or Security Deposit will be made under the circumstance of eviction.

No underage drinking allowed. If Carter Beach Properties is made aware of underage drinking, renters will be asked to leave. No refund of rent or Security Deposit will be made under any circumstance of eviction.

Any checks returned for insufficient funds will be assessed a \$75 processing fee plus sales tax in addition to any charges that you might incur from your financial institution.

All reservations are tentative until confirmed by payment of the Security Deposit in the form of credit card. Written reservation confirmation will be emailed to you upon receipt of Security Deposit. Tentative reservations will be cancelled after 24 hours unless confirmed by payment of Security Deposit.

All rentals will be charged a housekeeping fee plus Sales Tax. Maid service rates will vary depending upon the property. You may find the maid service rate on the web page of each individual property.

Rent, fees, and taxes (Presently 11% for Okaloosa and 11.5% for Walton Counties) are due 30 days prior to arrival. You will be liable for any increase in tax rates set by The State of Florida, Okaloosa or Walton County. Rates advertised do not include maid service, pool heating, or taxes.

Security Deposit refunds will be made within thirty days of checkout so long as there has been no eviction or damage. In case of eviction there will be no Security Deposit refund. In all other cases the Security Deposit Refund will be determined by subtracting the sum of all damages to the rental property from the amount of the Security Deposit. Whatever remains of the Security Deposit after subtracting damages will be refunded to the person who paid the Security Deposit. The owner, Carter Beach Properties, its agents, or its contractors will make all determinations as to the value of damage to the property. Their determinations will be binding and final on the renters involved with renting said property.

Weddings, receptions, or large unauthorized events that exceed the number that a property sleeps are not allowed on properties owned or managed by Carter Beach Properties. Renters and their guest will be asked to leave if these rules are not followed. No refund of Security Deposit or rent will be made under the circumstance of eviction.

Cancellation fees will be charged as follows: For any cancellation that is more than 90 days prior to the check in date, there will be a \$100 fee plus sales tax deduction from your Security Deposit. If the cancellation occurs 31 to 90 days prior to the check in date, the Security Deposit will be retained for damages associated with your cancellation. If the cancellation occurs 30 days prior to arrival, the full rent and taxes will be retained for the owner of the property, but the full Security Deposit will be refunded.

Maximum occupancy not to exceed the maximum occupancy advertised on the web page of each individual property at <http://www.destin-vacation-rental.com>. You will be asked to scale back your group or be evicted at the sole discretion of Carter Beach Properties. No refund of rent or Security Deposit will be made under any circumstance of eviction.

Hurricane Policy. A hurricane must be named by the National Weather Service and a mandatory evacuation order for Okaloosa or Walton County, Florida, (based upon location of vacation rental) for the dates of your stay must be issued in order for you to be refunded. Carter Beach Properties will contact each guest in the event of a mandatory evacuation. Guest that have arrived will be refunded a pro-rated amount in the form of original payment. No refunds will be made to reservations that have been cancelled in advance of your arrival date.

BP Deepwater Horizon Oil Spill Policy. Our beaches and waters must be closed by the Okaloosa, Walton County, or Florida State Authorities, (based upon location of vacation rental) due to unsafe waters or beaches as a result of the BP Deepwater Horizon Oil Spill for the dates of your stay in order for you to be refunded. Carter Beach Properties will contact each guest in the event of our beaches being closed due to the oil spill. Guest that has arrived will be refunded a pro-rated amount in the form of original payment if you choose to leave. If you choose to stay, an appropriate discount will be offered. No refunds will be made to reservations that have been cancelled in advance of your arrival date.

No pets allowed. If you do not abide by these rules, you will be asked to leave immediately. No refund of rent or Security Deposit will be made under any circumstance of eviction. We can not guarantee that pets have not been in properties. We are not liable for nor will we provide refunds to anyone who has reactions from pet allergies.

No smoking allowed. Your security deposit will not be refunded if it is required by Carter Beach Properties to deodorize or clean the carpet and/or draperies and upholstery in the unit.

The rental agreement terminates if premises are destroyed by fire or other casualty.

We can not guarantee completion dates for homes and/or pools under construction. Plus, occasionally you may experience construction/re-modeling in your neighborhood during your stay. We have no control over construction projects, nor can we guarantee views with exception of gulf front properties. Please be patient and understanding if this situation should arise. No refunds or discounts will be made in the event of construction noise or problems.

Carter Beach Properties shall not be responsible for theft, vandalism or damage to destruction of renters' or guests' personal property.

Appliances, TV's, A/C's, Pool Heaters, Elevators, etc. are not guaranteed. Repairs will be made as soon as possible. No refund or discounts will be made upon failure.

Bunk beds may be a hazard. No child under the age of five (5) should be permitted to sleep on the top bunk of a bunk bed. Bunk beds are designed for children only.

No long distance calls can be made from a rental property except by credit card or calling card.

We provide linens and towels for use within the units only. Please bring your own beach and pool towels. Advise other members of your party of the same.

Please report any damage or maintenance issues to the unit or contents during your stay so that we may make arrangements to repair prior to the next rental. **Carter Beach Properties, its agents or contractors may enter premises to make repairs.**

We reserve the right to refuse admittance and/or discontinue occupancy if such action is in the best interest of protecting the owner's investment. No refund of rent or Security Deposit will be made under circumstance of eviction.

Reservations made in advance are not guaranteed. When you book your reservation, the unit of your choice will be assigned but cannot be guaranteed. We reserve the right to change the unit assignment. Carter Beach Properties will not cancel your reservation or make an assignment change unless there are circumstances beyond our control.

Prices are subject to change for reservations made in advance of 6 months.

Heated Pools are available at an additional fee plus sales tax. Pools will be heated for an additional \$200/week or \$35/day during March through December or \$300/week or \$50/day during January and February. Casa Grande, It's Tiki Time, Play Time Villa, Sugar Sands, and Wildwood Cottage pool heating fees are: \$250/week or \$45/day during March through December or \$350/week or \$60/day during January and February. Pleasure Point pool and spa heating is combined and is \$300/week or \$60/day March thru December and \$400/week or \$70/day during January and February. No pool waters will be heated over 85 degrees at it burns off chemicals and creates an unhealthy environment. If it is discovered that someone in your party has turned on the pool heater, you will be charged for pool heating from the day of your arrival.

All children under the age of three (3) must wear swim diapers and rubber pants when using swimming pool and/or spas/hot tubs. If evidence of feces is found in the water, the pool or spa/hot tub will have to be shut down for 72 hours for the appropriate treatment as per state regulations. No refund or discount on rent is warranted under these circumstances nor will one be paid or credited.

The individual that submits the Rental Terms and Conditions (all pages) is responsible for collection and payment of all money due for this rental and enforcement or communication of Rental Terms and Conditions to all within their party including any fines levied by Home Owner's Associations or local authorities. Carter Beach Properties will accept funds from multiple individuals (Maximum (3) three credit cards per rental), but will hold the individual that books the reservation and pays the Security Deposit responsible for all funds due to meet payment in full if for some reason an individual in their party disputes a payment. All fines levied should be paid directly to local authorities. However, if the fine is not paid and is levied against Carter Beach Properties, you will be charged a \$50 processing fee plus sales taxes.

Check In Time is after 4:00 PM Central Time. We can not guarantee early check in or 4:00 PM check in times.

Check Out Time is no later than 10:00 AM. We regret that we can make no exceptions during peak season. You will be required to drop off the keys at the Carter Beach Properties Office, 1594 Scenic Gulf Drive, Miramar Beach, FL 32550. A \$25 assessment plus sales tax will be charged to your security deposit for each key not returned.

Disclaimer and Release of Liability. The undersigned herein (collectively) referred to as "Renter", acknowledge(s) that if the property being rented as noted below has an in-ground swimming pool or spa/hot tub, it may cause an inherent risk including serious bodily injury or death to Renter, Renter's family, children, guests, invitees or licensees.

In consideration of the use of the real property rented and its facilities the renter hereby accepts, as function of renter's superior possessory right during the rental period, the supervision, oversight and control of the pool and/or spa/hot tubs. Renter specifically agrees that no minor children shall swim or sit in the pool and/or spa/hot tub without continuous supervision. Minor children are defined herein as children under the age of 18 years of age. The Renter, Renter's family, children, guests, invitees or licensees shall use the pool only in a manner for which it is intended and shall not allow nor permit any activity which may risk injury or death in the use of said facilities. The Renter hereby assumes exclusive control and supervision of the use of the in-ground swimming pool, spa/hot tub, as well as all other portions of the rented premises during the rental period.

In consideration of the use of the real property rented and its facilities, the undersigned Renter as agent and principal for all persons occupying or visiting the rental property during the rental term, acknowledges and agrees that the owners, or any of his/her agents, shall not be responsible for any supervision or control of the rental premises and shall not be liable for any loss, damage, injury, accident, delay or death which may be suffered by the Renter, Renter's family, children, guests, invitees, principals or licensees or any other person on rental property because of the rental agreement and it is expressly agreed that all use of rental property shall be undertaken by them at their own risk and the Owner or Owner's agent shall not be liable for any injuries, death, or any damage to any Renter, Renter's family, children, guests, invitees, principals or licensees or any other person on rental property because of the rental agreement or be subject to any claim demand, injury, or damages, whatsoever, including without limitation, those damages resulting from acts or active or passive negligence on the part of the rental property's owner(s), shareholders, officers, employees, or agents.

Renter on his/her own behalf and on behalf of his/her personal representative, administrators, heirs, assigns and successors, does hereby expressly forever release and discharge the rental property, its owners, shareholders, officers, employees, agents, assigns, and successors from all such claims, demands, injuries, damages, actions, or causes of action.

Renter on behalf of his/her principal(s) and their personal representative, administrators, heirs, assigns and successors, does hereby expressly forever release and discharge the rental property, its owners, shareholders, officers, employees, agents assigns, and successors from all such claims, demand, injuries, damages, actions or causes of action arising out of the use and/or occupancy of the rented property. Renter in his/her personal capacity and as agent for his/her principals releases and holds harmless the rental property's owner(s), employees, and agents harmless from, agrees to indemnify, and assumes all responsibility for, all claims, demands, injuries, deaths, damages, actions or causes of action, to persons or property, arising out of or connected with the use of the rental property that is the subject of this agreement. Renter in his/her own personal capacity and/or as agent for his/her principal(s) acknowledges that he/she has carefully read this paragraph and fully understands that this is a waiver, release of liability and indemnification agreement.

Non-Waiver of Enforceability. The failure of either party at any time to enforce any provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement at that time or thereafter and shall not prejudice each party's right to enforce provisions at any subsequent time.

Venue and choice of law. The venue of any legal proceeding involving this Agreement shall be Okaloosa County Courthouse Annex, Shalimar, Florida. All rights and remedies hereunder are cumulative and not alternative. This Agreement constitutes the entire contract and no waivers or modifications shall be valid and goods and/or services are accepted without expressed or implied warranties unless written herein at the date of purchase. The laws of Florida shall govern any dispute or lawsuit associated with this agreement.

Destin City Ordinances will be enforced by The City of Destin. Please Note:

- ✓ **Good Neighbor Policy.** Many of the homes near you contain year round residents. Please respect these homeowners and other rental guests as you do your own neighbors' homes.
- ✓ All vehicles must be parked in the driveway of the single family dwelling and clear of all yards and sidewalks.
- ✓ Noise which exceeds the City's Noise Ordinance will be unlawful and considered a nuisance at any time of the day. However, The City of Destin enforces a 10:00 PM noise ordinance.
- ✓ No garbage container shall be located at the curb for pickup before 12 PM of the day prior to pickup and garbage containers shall be removed before midnight of the day of pickup. All garbage must be bagged.
- ✓ Trespassing upon other property or commodities not considered public use will be unlawful.

This Agreement constitutes the entire Agreement and understanding between the parties hereto, except for where this Agreement explicitly refers to external documents, policies, procedures, direction from staff or laws, and incorporates any and all understanding and agreements reached by them. This Agreement shall not be modified except by an amendment or new agreement, in writing, of like dignity, duly executed by Renter and approved by Carter Beach Properties.

If a provision of this Agreement is held invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

Thank you!

Print Name: _____

Signature: _____

Date: _____

Property: _____

Date of Reservation: _____

Credit Card #: _____
(If credit card is on file, provide last 4 digits)

(# of Parents) (# Age 25 & Over) (# Under Age 25)

_____ Initial _____ Page 3 of 3