



Destin Beach Realty
Vacation Rentals and Sales

Destin Beach Realty

888-650-8098 or 850-650-0088 11/22/16

Upon the terms and conditions herein stated, this Rental Agreement ("Agreement") is entered into between Destin Beach Realty ("Destin Beach Realty") and the Renter identified below ("Renter") on the date listed below.

This Agreement takes effect upon booking your reservation and receipt of your Initial Payment. A signed rental agreement must be returned within 24 hours. Please sign and return all pages via fax to 850-650-2346 or scan and email within 24 hours to reservations@destin-vacation-rental.com. Tentative reservations will be cancelled after 24 hours unless Agreement and Initial Payment are received.

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 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.

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 initial payment. No reservation is secure until we have received your signed Agreement.

The Initial Payment is 35% of the base rental fee. It is a down payment towards the total cost of your vacation rental. Written reservation confirmation will be emailed to you upon receipt of this agreement and the initial payment.

The balance of rent, fees, and taxes (Presently 11% for Okaloosa and 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 damage protection, housekeeping, other miscellaneous fees, or taxes.

We have age requirements and are family only rentals. Vacationing students and singles under the age of 25 are not permitted. A parent must be staying in the unit at all time. Our rental units are monitored for violation of this policy. All violators will be evicted and all rental payments and/or deposits will be forfeited. Reservations made under false pretense are null and void and check-in will not be allowed. This policy includes reservations made by parents who do not check in, and/or who leave overnight during the length of the stay. We require one parent or guardian for every two persons under the age of 25. Restrictions may apply regarding the number of people that may accompany an adult guardian or parent. Chaperoned groups are not allowed.

No underage drinking allowed. If Destin Beach Realty is made aware of underage drinking, Renters and their guests will be evicted.

Eviction: No refund of rent, fees, taxes or Security Deposit will be made under any circumstance of eviction as stated within this agreement.

Damage Protection (plus tax) for 1 – 2 bedroom vacation rental (\$50 for \$500 coverage), 3 – 4 bedroom (\$75 for \$1000 coverage), and for 5+ bedroom & luxury properties (\$100 for \$1500 coverage) is automatically added to each reservation. The Damage Protection is not optional and is non-refundable. It covers accidental damages to the unit or its contents. In order for items to be covered under Damage Protection, they must be reported to Destin Beach Realty prior to departure. This Damage Protection does not cover damages by pets, willful or gross negligent behavior, theft, or

breach of policy that results in damages. Renter will be liable for charges of this nature or charges exceeding the coverage amount and they will be billed to the credit card on file for the party that signed this agreement.

Any checks returned for insufficient funds will be assessed a \$100 processing fee plus sales tax in addition to any charges that you might incur from your financial institution.

Check-In Time is after 4:00 PM Central Time. We cannot 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 *Destin Beach Realty* Office, 12889 US Highway 98W Ste 101A, Miramar Beach, FL 32550. If our office is closed, please drop all keys in our drop box. Do not give your keys to anyone onsite (including security). Any lost key will result in a re-keying charge of \$25 per key. A \$50 fee will be charged for all lost electronic keys. In the event you are locked out after business hours, call our after-hours emergency number. A lock-out fee of \$75 will be charged to you.

Pool wristbands and amenity cards must be returned to our office. There is a \$10 fee to replace lost wristbands and a \$25 charge to replace lost amenity cards where applicable.

No compensation will be given for temporary outages of electricity, gas, water, internet, cable, satellite, or telephone services or appliances. Upon notification to our office, outages will be reported immediately and every effort will be made to have services restored as soon as possible. Utilities are completely out of our control.

The beach flag warning system is there for your safety. NO SWIMMING WHEN RED FLAGS ARE PRESENT.

CAUTION: Leaving slider doors and front doors open simultaneously will cause suction forcing the door to slam shut.

Red Sky Travel Insurance can cover you and your vacation investment if and when the unexpected happens and you need to cancel your reservation, and is offered at an additional cost. The "Sun Trip Preserver" policy costs 7.0% of your total reservation and is non-refundable. The plan is optional, but we strongly recommend it as no refunds will be available for unforeseen developments such as illnesses, death, natural disasters (hurricanes), etc. Your trip investment could be lost. It may be purchased up to your final payment due date. In addition to protecting your vacation investment, Red Sky has other advantages including trip delay, baggage delay/loss, collision damage, roadside assistance and coverage for emergency medical expenses and transportation. For highlights or complete details, click on Red Sky on our web site at www.destin-vacation-rental.com. This policy will provide a 100% refund for your trip stay with us if you must cancel for any of the reasons on the policy, minus the cost of the initial insurance premium.

Cancellation fees: If the cancellation occurs more than 60 days prior to the check in date, a \$100 fee will be deducted from the initial payment. If the cancellation occurs 31 to 60 days prior to the check in date, the initial payment will be retained. If the cancellation occurs within 30 days prior to arrival, the full rental amount will be retained.

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. Destin Beach Realty will not cancel your reservation or make an assignment change unless there are circumstances beyond our control, such as fire or other casualty.

Renter 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 Agreement to all within their party including any fines levied by Home Owners Associations or local authorities. Destin Beach Realty 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 initial payment 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 Destin Beach Realty or the property owner, you will be charged for the fine plus a \$50 processing fee plus sales taxes.

All rentals will be charged a housekeeping/linen fee plus sales tax. Housekeeping rates vary depending upon the property and are listed on our website.

All rentals will be charged an Administrative fee plus sales tax. Admin fees vary depending upon the property and are listed on our website.

Weddings, receptions, or large unauthorized events that exceed the number that a property sleeps are not allowed on properties owned or managed by Destin Beach Realty Renters and their guest will be evicted if these rules are not followed.

Maximum occupancy not to exceed the maximum occupancy advertised on the web page of each individual property. You will be asked to scale back your group or be evicted at the sole discretion of Destin Beach Realty.

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.

Pet friendly properties: Renter must have prior approval, sign pet agreement and pay a non-refundable pet fee of \$250 plus tax. Not all properties allow pets. If you do not abide by these rules, you will be evicted. We cannot guarantee that pets have not been in properties. Destin Beach Realty is not liable for nor will provide refunds to anyone who has reactions from pet allergies.

Smoking is strictly forbidden inside the rental properties. Evidence of smoking inside property will result in additional cleaning fees and will be charged against the credit card on file. Majestic Sun allows smoking in designated area only. No smoking on patio.

Destin Beach Realty cannot guarantee completion dates for homes and/or pools under construction. Occasionally Renters may experience construction/re-modeling in the neighborhood during your stay. While we apologize for any inconvenience this may cause, Destin Beach Realty has no control over construction projects, nor can we guarantee views with exception of gulf front properties. No refunds or discounts will be made in the event of construction noise or problems.

Limitation of Liability: To the maximum extent allowed by law, Destin Beach Realty is not liable for Renter's property left behind or for any consequential, incidental, special, punitive, exemplary or indirect damages from any cause whatsoever regardless of whether they were foreseeable. Destin Beach Realty is not undertaking to provide any security and is not responsible for any loss or theft of the Renter's property. In any event, Destin Beach Realty's maximum aggregate liability arising out of the rental of the Property to Renter is limited to the amount of rental fees paid by Renter during the Rental Period.

Indemnification and Insurance: Renter agrees to indemnify and hold harmless Destin Beach Realty against all

loss, damage, expense, and penalty arising from any action of Renter or visitors of the Renter which causes injury or death to any person or damage to any property. Renter is encouraged to secure the appropriate travelers or vacation insurance and/or renter's insurance.

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.

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

Please report any maintenance needs for the rental property to Destin Beach Realty. While we apologize for any inconvenience of a mechanical failure or utility outage, we will not offer a discount or refund. Destin Beach Realty, its agents or contractors may require entry to the premises to make necessary repairs.

We provide linens and towels for use within the units only. All units are fully furnished w/linens and towels. We provide initial set-up for toilet tissue, dishwashing powder, paper towels and trash bags. Additional supplies must be purchased by guest. No linens may be taken from the property to be used at the beach or pool. Please bring your own beach and pool towels or blankets. Daily maid service is not provided however all rentals are equipped with washers and dryers. Guest will be charged for any carpets and/or linens stained during stay. (Henna tattoos permanently stain linens as does makeup and washing with colored items.) Advise other members of your party of the same.

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. Sugar Sands pool heating fees are: \$250/week or \$45/day during March through December or \$350/week or \$60/day during January and February. Casa Maravilla & Villa De Vino pool and spa heating is combined and cannot be separated, (\$300/week or \$60/day year round). 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 required by The State of Florida regulations. No refund or discount on rent is warranted under these circumstances.

Disclaimer & Release of Liability. 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

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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.

Governing Law: This agreement will be governed by the laws of Florida, without regard to conflicts of law principles.

Venue: The parties of this Agreement agree that this Agreement was entered into in Walton County, Florida, and if any litigation should arise as a result of either party's breach of the terms and conditions of this Agreement, or any exhibits attached hereto and any collateral documents referenced herein, then venue shall lie solely in the Circuit Court, in and for Walton County, Florida. The parties affirm the Walton County Circuit Court has sole in personam and subject matter jurisdiction over all disputes.

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 *Destin Beach Realty*.

Attorneys' Fees and Recoverable Costs:

a. In the event of a legal action or other proceeding arising under this Agreement or a dispute regarding any alleged breach, default, claim, or misrepresentation arising out of this Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, whether incurred before suit, during suit, or at the appellate level. The prevailing party shall also be entitled to recover any attorneys' fees and costs incurred in litigating the entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of attorneys' fees and costs due to it.

b. Recoverable Costs. The reasonable costs that the prevailing party shall be entitled to recover pursuant to this Agreement shall include any costs that are taxable pursuant to any applicable statute, rule, or guideline (including, but not limited to, the Statewide Uniform Guidelines for Taxation of Costs), as well as costs not taxable thereunder. Such recoverable costs shall specifically include, but not be limited to, 1) costs of investigation; 2) costs of copying documents and other materials, whether for discovery, filing with the court, internal review, or any other purpose; 3) costs for electronic discovery; 4) Westlaw, Lexis Nexis, or other electronic research service charges; 5) telephone charges; 6) mailing, commercial delivery service, and courier charges; 7) travel expenses, whether for investigation, depositions, hearings, trial, or any other purpose; 8) information technology support charges; 9) any and all consultant or expert witness fees, whether or not such fees are incurred in connection with a court-ordered report or testimony at a deposition, hearing, or trial; 10) court reporter and transcript fees, whether for deposition, trial, or an evidentiary or non-evidentiary hearing; 11) mediator fees; and 12) any other reasonable cost incurred by the prevailing party in connection with the dispute.

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

Thank you!

(ALL ITEMS MUST BE FILLED IN)

Print Name: _____

Signature: _____

Date: _____

Property: _____

Date of Reservation: _____

Credit Card: (Circle type) Visa MasterCard AmExp Discover
 (last 4 digits) _____ (CV code) _____

(# Age 25 & Over) (# that are Parents) (# Under Age 25)

Initial for Optional Red Sky Travel Insurance:

Accepted: _____ Declined: _____