



<https://30a-beachhouse.com>

## VACATION RENTAL AGREEMENT

**THIS IS A VACATION RENTAL AGREEMENT UNDER THE FLORIDA VACATION RENTAL ACT. THE RIGHTS AND OBLIGATIONS OF THE PARTIES TO THIS AGREEMENT ARE DEFINED BY LAW AND INCLUDE UNIQUE PROVISIONS PERMITTING THE DISBURSEMENT OF RENT PRIOR TO TENANCY AND EXPEDITED EVICTION OF TENANTS. YOUR SIGNATURE ON THIS AGREEMENT, OR PAYMENT OF MONEY OR TAKING POSSESSION OF THE PROPERTY AFTER RECEIPT OF THE AGREEMENT, IS EVIDENCE OF YOUR ACCEPTANCE OF THE AGREEMENT AND YOUR INTENT TO USE THIS PROPERTY FOR A VACATION RENTAL.**

Please make sure that you inspect the house photos, description, and amenities on the website, as there is no refund upon arrival. See also 5) and 23) below.

- 1. RENTAL FEES & PREPAID RENT DEPOSITS:** Checkout cleaning is not included in the Rental Fee. A separate fee of \$320 is charged for cleaning and is not waivable. A Walton County Accommodations Tax of 5% (subject to change), a Florida General Sales and Use Tax Sales Tax of 6% (subject to change), and a Walton County General Sales and Use Tax Sales Tax of 1% (subject to change) are added to all Rental Fees. This is voided for stays of 91 consecutive days. The renter agrees that he will not claim any charge-backs or credits from his credit card company for any fees charged to his credit card, including but not limited to booking, deposit, rental, additional cleaning or damage fees.
- 2.** We trust that our guests are responsible, and we do not demand a security deposit. Guests are financially responsible for all damages and for additional cleaning fees if necessary. Should housekeeping find the house in an unacceptable condition, we will bill you for damage repairs, replacement of missing contents, expenses resulting from agreement violations, trash left in the house, dirty dishes left unwashed, furniture moving, or unacceptable condition of the house on departure. A \$320 cleaning fee applies to all guests.
- 3. ALL MONIES ARE TO BE PLACED IN AN FDIC-INSURED INTEREST-BEARING ACCOUNT. ALL INTEREST SHALL ACCRUE TO THE CREDIT OF THE AGENT.** Your monies are transferred to the owner's operating account on check-in day.
- 4. RETURNED CHECK FEE:** We do not accept checks.
- 5. CANCELLATION POLICY AND REFUNDS:** We know that plans can go astray. However, we rely primarily on reservations and cancellations cannot readily be filled. So, to be fair to all concerned, our policy is as follows: Cancellations 30 days or further out receive a 100% refund. Cancellations between 30 and 15 days from your stay will receive a 50% refund. No refund will

be issued for cancellations within 14 days of your stay. All cancellations are handled through VRBO.

6. **CHECK-IN AND CHECK-OUT TIMES AND KEY CODES:** Check-in time begins at 3:00 p.m. CST. While we make every effort to have your house ready, there may be a delay during peak season and your patience is appreciated. Check-out time is by 10:00 a.m. CST. An additional night stay will be charged for late checkouts.

**Lock Instructions:**

- a) Enter your personalized code into the keypad (The code for your trip will be given to you 3 days before arrival).
  - b) Push the lever DOWN. The door should open. If it does not open, check the code and try again. If it still doesn't open, please send us an email or call us at 850-320-7331.
7. **MEDICAL AND FIRE EMERGENCIES:** Call 911 for all medical or fire emergencies. The closest hospital is in Miramar Beach: Ascension Sacred Heart Emerald Coast, 7800 US-98, Miramar Beach, FL 32550. Phone Number: 1-850-278-3000. Website: <https://healthcare.ascension.org>
  8. **SMOKE DETECTORS:** Upon arrival please verify the proper functioning of the smoke detectors and notify housekeeping of the need for replacement of or repairs to a smoke detector.
  9. **EMERGENCY CONTACT INFORMATION:** The housekeeping service is available for emergencies only - 7 days per week via the telephone number: (850) 586-5958
  10. **MAINTENANCE:** Maintenance and cleaning services are performed by the housekeeping service (HS). They can be reached via the phone number (850) 586-5958. **PLEASE REPORT ANY PROBLEMS OR DAMAGES IN YOUR HOUSE THE DAY OF CHECK-IN TO THE OWNERS AT [OWNER@30A-BEACHHOUSE.COM](mailto:OWNER@30A-BEACHHOUSE.COM) IF NOT REPORTED, WE MUST ASSUME THE DAMAGE OR LOSS OCCURRED DURING YOUR OCCUPANCY AND WE WILL HAVE TO CHARGE YOU.** When maintenance needs arise during your stay (light bulb burns out in a non-reachable place, leaky faucet, toilet runs, oven burner not working, etc.), please call HS. It may be necessary for them to enter the house during reasonable hours to perform minor repairs. Tenants are not required to be on the premises.

**11. ACCOMMODATIONS:**

- a. Tenant is responsible for keeping the house clean and safe during the entire tenancy. In addition, the tenant is responsible for any and all damage to the property during the entire tenancy.
- b. Please contact our office if you have any questions regarding the maximum occupancy allowed in the home you are renting. Our office number is (850) 320-7331.
- c. Parking at this property is limited to two (2) vehicles. Please do not over occupy.
- d. Please respect owners' locked closets and buildings on site. These are not included in your rental of the property.
- e. This property is designated "NO SMOKING". Please respect this request to avoid compromising your vacation.

- f. All homes are equipped for normal housekeeping items. The house comes fully furnished, including dishes, silverware, cookware, and linens (towels, bathmats, dish towels). The house includes an electric coffee pot, blender, toaster, stove, microwave, and refrigerator as basic kitchen equipment. There is a washer and dryer for guests' use. There is one TV with internet in the living room and one TV with internet access in each bedroom. All beds have mattresses w/covers, linens, and some limited pillows.
- g. You will need to provide any additional paper products beyond what is at the house when you check-in (paper towels, toilet paper, and napkins), trash bags, soaps (hand & body soaps, dish, and laundry soap).
- h. Do not rearrange the bedding or furniture.
- i. There is no maid service during your stay.
- j. For your protection, the rental home is provided with at least (2) smoke detectors. Our inspectors check their operation on a routine basis; however, it is the renter's responsibility to check the smoke detector upon arrival and to advise housekeeping service immediately if the smoke detector is not working properly.
- k. The owner and housekeeping are not responsible for any items left in a house by a tenant. If housekeeping is requested by tenant to pick up and return any item left in a house, items will be returned by UPS or US Postal Service for a service charge of \$30.00 plus the cost of shipping.
- l. The house is located in a semi-tropical environment. Occasionally, a bug gets into the house. If this happens, simply dispose of the bug in accordance with your desires. This is all part of the experience. If there are a lot of bugs, call (850) 320-7331 and we will get an exterminator to come out.
- m. Respect quiet hours (10PM – 8AM). Keep noise to a minimum.
- n. No outdoor parties.

12. **CHECK OUT PROCEDURES:** On departure guest(s) are required to leave the property in the same general condition (fair usage aside) it was when guest(s) arrived. If additional cleaning is required, you will be billed. The following items must be complied with before checking out:

- a. Dishes, Pots, Pans, Silverware, and Utensils are washed.
- b. Stove, oven and kitchen appliances are clean.
- c. Refrigerator is clean and free of food.
- d. Windows and doors are closed and locked.
- e. All lights are turned off to conserve energy.
- f. All trash is bagged taken outside and placed in containers
- g. Property is left neat and in order.

13. **RENTAL POLICIES:** We cater to families and strive provide a nice family beach vacation rental experience. The following Rental Policies are therefore established to ensure a quality vacation for all guests. Please do not request any exceptions to these policies.

14. **MINIMUM AGE:** The minimum age required to rent house is 25 years and the person who books the house rental must stay at the house for the entire rental period. Sub-leasing or parents renting for their children under the age of 25 is NOT allowed.

15. **NO SUB-LEASING:** It is against policy for you to sub-let your house. Example: Should you reserve a house for a month, it is expected that you will be staying there, not you for several days, then your neighbor, relative, employees, etc. for several days or weeks to make up the month.
16. **NO STUDENT GROUPS OR HOUSE PARTIES OF ANY KIND:** No house parties allowed. No large family reunions, no weddings / receptions, no "spring breakers". If guests are found to be having a party in the houses, everyone will be asked to vacate the premises. No refunds will be given.
17. **MAXIMUM OCCUPANCY:** Please adhere to the maximum occupancy of ten (10) people as advertised for the house.
18. **MOBILE SLEEPING UNITS:** No mobile sleeping units, including tents, are permitted
19. **PETS:** Pets are NOT allowed
20. **SMOKING:** Smoking inside the house is not permitted. Smoking outdoors is allowed, but please extinguish all cigarettes and dispose of them properly to prevent a fire hazard and to keep the grounds clean.
21. **TRASH:** The occupant must remove trash to the county dumpsters prior to checkout. Please do not leave trash bags on decks as it attracts animals (raccoons and bears).
22. **CAMPFIRES:** Campfires are NOT allowed.
23. **FORFEITED RENTAL:** Rental will be forfeited with the loss of all remaining rent and charged for damages if the above house policies are not followed.
24. **AMENITIES ARE NOT GUARANTEED.** There are NO REFUNDS for the malfunction of any equipment including but not limited to air conditioning, TV (make sure the TV is on the correct input.), internet service, appliances, and power outages. Every effort has been made to ensure all equipment is in working order. Please report any inoperative equipment to housekeeping. Owner, agent, housekeeping and /or subcontractors may enter premises during reasonable hours to perform maintenance. Please make sure that you inspect the house photos, description and amenities on the website regarding the features, and condition of the house, as there is no refund of any portion of your rental fee upon arrival.
25. **NO REFUNDS FOR EARLY DEPARTURE:** No refunds due to early departure. This includes departures due to inclement weather. All guests are financially responsible for the entire booking once your reservation has been made.
26. **NO REFUNDS FOR BAD WEATHER:** NO refunds due to weather, road conditions, change of plans, or early departures. During your winter visits and hurricane season, stay tuned to TV/Radio/Weather stations for storm warnings or watches. Depending on the severity of the storms and your location, it is your responsibility to take necessary precautions. We are not responsible for damages incurred due to weather or cost to evacuate your family or vehicles.

The power can go off during storms and / or the internet may not work. If this happens, depending on the severity of the storm, you can be without power for hours to days. There are battery powered lights in stairwell for your safety. Please plan appropriately.

27. **STAIRS:** This house has many stairs. Occupants need to use caution with all stairs in this house. Owners will not be held liable for any injury resulting from accidents. Parents with young children or elderly persons need to exercise additional caution in this house around the stairs.
28. **EVICTION:** According to the Florida Vacation Rental Act, a tenant staying for 30 days or less, may be evicted in an expedited eviction proceeding if the tenant does any of the following:
  - a. Holds over possession after his or her tenancy has expired;
  - b. Has committed a material breach of the terms of the vacation rental agreement that, according to the terms of the agreement, results in the termination of his or her tenancy.
29. **CUSTOMER COMMENTS:** We hope you enjoy your stay on the beautiful Emerald Coast. In our efforts to improve our service, we welcome any comments you may have about your stay in our online guestbook. If you are dissatisfied with any of the services, please email [owner@30a-beachhouse.com](mailto:owner@30a-beachhouse.com) so that we can continue to improve our services for future guests.
30. **GENERAL STATEMENT:** All information contained herein is considered to be accurate and truthful. **THE HOMEOWNER** and housekeeping assume no responsibility and shall have no liability whatsoever for errors, including without limitations, typographical errors and or omissions. Rates, furnishings, and amenities are subject to change without notice. In the event a home is unavailable for rental due to fire, water damage, acts of nature, etc. we will do everything possible to find you equal accommodations. If we are not able to do this all deposits will be refunded. The renter fully understands that: the homeowner and housekeeping is not responsible or liable to renter for loss or theft of any of the renter's personal property, accidents, injury or damage of any nature from any cause to renter (including guests, licenses, or invitees) or acts of God, weather, road, travel or skiing conditions or other recreational activities, or items removed or changed in the home. Guest(s) hereby agree(s) to INDEMNIFY and hold the homeowner and housekeeping harmless from any and all claims including those of third parties, arising out of or in any way related to Guest(s) use of premises or the items of personal property provided therein. Guest (s) assumes the risk of injury or other losses relating to any recreational activities and will hold homeowner and its agents harmless with respect there to.
31. **LIMITATIONS OF REMEDIES, DAMAGES AND INDEMNITY:** If Agent/Owner is forced to resort to employment of legal counsel, litigation, or professional collection services in the collection of any amounts due Agent/Owner under this Agreement, Tenant shall be responsible for all costs of litigation and collection including, but not limited to, reasonable attorney's fees if Agent/Owner prevails in said legal action.
32. **ACCURACY OF INFORMATION:** Every effort is made to ensure all information in Agent/Owner's advertising is accurate and complete. However, Agent/Owner cannot be held responsible for typographical errors, omissions, price changes, and other changes made by owners within the house.

33. **ABIDING BY ALL RULES:** Tenant is responsible for abiding by all rules, regulations, and instructions in the Lease Agreement and/or posted in the houses. Any exceptions to the above-mentioned rules, regulations and instructions must be approved in writing in advance by the Owner.
34. **SUBSTITUTION:** If at the time tenant is to begin occupancy of the property, Agent or Owner cannot provide the premises in a fit and habitable condition, or occupancy is unavailable for some unavoidable reason, Agent or Owner will make all efforts to substitute a reasonably comparable property for occupancy. In the event that Agent or Owner is unable to do so, tenant's exclusive remedy shall be a refund to tenant of all payments made. Tenant expressly acknowledges that in no event shall Agent or Owner be held liable for any consequential or secondary damages, including, but not limited to, any expenses incurred as a result of travel, costs of re-renting, etc. Tenant must submit any complaint regarding accommodation to Agent or Owner, in writing, prior to checkout for consideration by Owner. The Tenant agrees to release, indemnify, and hold harmless the Owner and Agent from and against any and all liability for injury to the person or the tenant or to any member of his household resulting from any cause whatsoever. This indemnification includes any and all costs and expenses which may accrue to Owner, or agent including reasonable attorney's fees.
35. **SALE OF PROPERTY:** In the event the property subject to this agreement is voluntarily transferred by Owner, Agent will advise Tenant of transfer of property in accordance with Florida Vacation Rental Act.
36. **HOUSE ACCESS:** Agent, the property owner, or their representatives have the right to enter premises during tenancy to inspect, make repairs, or show property for sale or to a prospective tenant.
37. **CONSTRUCTION:** New homes and facilities are always being built in this growing area. Should you find yourself near construction, enjoy watching the activity and exercise patience and understanding. No refunds or moves will be made due to nearby construction.

Signature of Short-Term Renter

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Signature

Date

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Print Name

**Names and ages of all guests**

	<b>Name</b>	<b>Age</b>
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

We Do Business in Accordance with the Federal Fair Housing Law (The Fair Housing Amendments Act of 1988)