

TERMS AND CONDITIONS OF OCCUPANCY

FL Sundowner Beach House

Address: 1010 Beach Trail, Indian Rocks Beach, FL 33785

Phone: (727) 403-9379

- A. **CHECK-IN:** 4:00 PM (EST) or later. Please plan your trip accordingly as keys cannot be released until check-in time. Your rental account must be paid in full before keys will be released to you. We will not issue any refunds for "no shows".
- B. **CHECK-OUT:** 11:00 AM (EST) or before. We will not issue refunds for early departure. Check-in and check-out times are strictly enforced so that we may provide our next Guests with fresh accommodations to enjoy. We ask that our guests complete the following prior to check-out to help avoid additional charges:
1. Wash all dishes and put them away.
 2. Place trash in bags and carry outside to trash containers. Place trash bags at trash pickup location near mailbox on Beach Trail.
 3. Return all furnishings to their original positions. A \$200 charge will be deducted from your security deposit if the picnic table (345 pounds) is not returned to its original location.
 4. Turn off all lights and adjust thermostat to a reasonable temperature for the season.
 5. Close and lock all windows and doors.
 6. Return all keys.
- C. **LATE ARRIVALS:** If arriving after hours or on holidays, please contact us in advance to arrange for key pick-up.
- D. **EARLY CHECK-IN AND/OR LATE CHECK-OUT:** If there are no pending reservations for the unit you may be able to arrange for an early check-in and/or a late check-out. Please contact us in advance for arrangements. There will be an additional prorated charge plus applicable sales tax for each occurrence.
- E. **RATES & TAXES:** The Rental Rate is \$ [redacted] per week, plus applicable fees and taxes. We comply with all state, county and city sales tax requirements. **PLEASE MAKE ALL CHECKS PAYABLE TO: FL Sundowner, LLC, P.O. Box 86582, Madeira Beach, FL 33738.**
- F. **RENTAL PAYMENT:** An advance payment of 50% of the total rent including all fees and applicable sales tax is required within five (5) days of booking your reservation. If we do not receive advance payment within five (5) days of booking, your reservation will be canceled. The remaining 50% must be paid sixty (60) days prior to your arrival. If booking within 60 days of arrival, the total rent including all fees and applicable sales tax is due at the time of booking. Upon receipt of payment, a confirmation will be sent to you. Payments may be made by personal check only if received 30 days prior to your arrival. Payments received less than 30 days prior to arrival must be in the form of cash, cashiers or travelers checks or money order.
- G. **CLEANING FEE:** A departure-cleaning fee in the amount of \$125 will be charged. This may increase if the unit requires excessive cleaning, and we reserve the right to apply the deposit toward the cost of any excessive cleaning. Any additional cleaning fee will be deducted from your security deposit. Please leave our unit like it was your own.
- H. **SECURITY/DAMAGE DEPOSIT:** A refundable security/damage deposit in the amount of \$375 is required, which will be held in a non-interest bearing account. This is in addition to your total rental amount. Please allow up to 30 days from departure for return of deposit. By signing these terms and conditions, you assume full responsibility for any items missing or damaged due to misuse or negligence or action by you or any of your guests, except in the case of normal wear and tear reported to management within 24 hours of check-in. The unit is inventoried and inspected before and after each occupancy. We reserve the right to apply the deposit toward the cost of any necessary repairs, any excessive cleaning, or replacement of items found to be missing. You will be notified of any such charges within 15 days of check out.
- I. **CANCELLATIONS:** A \$300 cancellation fee will be deducted from any refunds of advance payments. No refunds will be given for cancellations within 60 days of the arrival date. No refunds of any advance payments will be made unless the unit is re-rented for the same time period. If you must cancel your reservation, please notify us in writing immediately so that we may attempt to re-rent the unit. For cancellations at least sixty (60) days prior to your reserved time period, once the unit is re-rented for the same time period as your original reservation, your advance payment will be partially refunded, subject to the cancellation fee. Every effort will be made to re-rent the unit.
- J. **OCCUPANCY/USE:** Unless otherwise agreed to in writing, rental of the unit is restricted solely for residential use. You agree that no more than [redacted] persons shall occupy the unit at any time. If it is discovered during your stay that this occupancy is exceeded, you will be asked to vacate immediately and forfeit any and all payments. Any reservation made under false pretenses will be subject to forfeiture of advance payments and violators will be evicted.

K. **SPECIAL EVENTS:** Upon obtaining written consent from FL Sundowner, LLC, the Property may from time to time be used for special events (this Agreement will serve as written consent when Special Event section is completed). When having a special event you agree to obtain any required permits, licenses, and/or permission from all applicable government entities. Payment of any fees, fines, invoices, debts, and/or other charges associated with the occupancy and/or special event shall be your sole responsibility and you hereby agree to indemnify and hold FL Sundowner, LLC harmless for any fees, fines, invoices, debts or other charges. In addition to the \$375 security deposit, a refundable special event security and damage deposit in the amount of \$125 must be paid in advance. See Paragraph H for related terms and conditions. A \$200 special event fee will be added to the rent total.

1. Decorations: No nails are to be inserted into the building.
2. Use of outdoor space heaters is expressly prohibited. Use of such heaters is harmful to lawn and landscaping.

A wedding is planned to be hosted on the Property on [REDACTED]; you agree that no more than [REDACTED] guests will attend said event on the Property.

L. **EQUIPMENT RENTAL:** You will inspect each unit upon arrival, and hereby assume responsibility for each unit in your possession for vandalism or damage that can be attributed to events other than acts of nature, faulty set-up or manufacturer error. Portable restrooms to be provided for [REDACTED] event (to be delivered [REDACTED] and recovered [REDACTED] unless other arrangements are made by FL Sundowner - please clear the driveway of all cars for delivery and pickup). FL Sundowner, LLC shall recover all collection costs and attorney fees in any way related to equipment rentals provided by FL Sundowner, LLC.

M. **LINENS:** For your convenience, the unit is equipped with linens.

N. **PETS: NO PETS, PLEASE!**

O. **NON-SMOKING UNIT:** Smoking is prohibited inside the unit. Your deposit will be forfeited and you will incur additional charges for cleaning and deodorizing if any evidence of smoking is found in the unit, or if cigarette butts found outside are not disposed of properly.

P. **HURRICANE EVACUATIONS:** No refunds will be given in the event of hurricanes, tropical storms, or any inclement weather. We highly recommend obtaining travel insurance for your trip. It is up to you to purchase this coverage, which may be available for health and weather-related problems. You must contact the insurer directly to purchase insurance in your name. A comparative site of many insurers is provided on our website as a convenience; however, FL Sundowner, LLC in no way endorses any particular insurer.

Q. **HOUSEKEEPING & MAINTENANCE:** Every effort is made to keep the unit clean and all equipment in good working order. Sometimes even the newest or best maintained equipment occasionally malfunctions. Please report any maintenance problems as soon as possible. No refunds will be given for power outages or mechanical failure of equipment/appliances. Any necessary repairs will be made as soon as possible during normal business hours.

R. **COMMUNITY ASSOCIATIONS:** Guests agree to abide by the rules and regulations in effect for the community.

S. **UNITS FOR SALE:** We reserve the right to show the rental unit if it is offered for sale. You will be given as much advance notice as possible prior to showing.

T. **TELEPHONE-LONG DISTANCE CHARGES:** No long distance calls are permitted from rental unit telephones. Telephones have a "1+block" which will not allow a direct-dialed long distance call to be dialed. You will, however, be able to dial "0" for a credit card call or collect call.

U. **24 HOUR EMERGENCY SERVICE: If you require Medical or police assistance please dial 911.** If, during your stay, you have a true emergency situation during non-business hours other than a medical or police emergency, call our emergency number (727) 403-9379. We will call you back as quickly as possible.

V. **KEYS/LOCKOUT:** Requests to open a door resulting from lockout may result in a \$25 lockout charge. Failure to return all keys at time of departure will result in a replacement fee of \$20 each.

W. **PERSONAL ITEMS LEFT BEHIND:** We are not responsible for lost or misplaced items or items left in the unit. However, if notified and/or found within a reasonable time, we will be happy to ship the items to you for the cost of shipping (prepaid) plus a handling charge. The cost of shipping and handling will be deducted from your security deposit. We are not responsible for mis-delivery by carriers.

X. **SUPPLIES:** FL Sundowner Beach House offers color digital cable TV, HBO/Cinemax, VCR/DVD, linens, pillows, pots, pans, dinnerware, glassware, detergents, and other extras. Extended toilet items are not included.

Y. DISCLOSURES:

1. Every effort has been made for accuracy in our marketing materials, including our website. We shall not be held responsible for errors or omissions. Rental data is subject to change without notice.
2. You authorize our personnel access to the rental unit for any purpose necessary for the management of the property. If possible, you will be notified prior to entry.
3. Bay and Gulf counties are highly desirable and growing rapidly. There is a chance you may find yourself near construction, including but not limited to commercial, residential, roads and bridges, beach reclamation and renourishment, conservation efforts, and utilities (both underground and aboveground). No refunds or relocations will be made due to construction related issues.
4. May 1 through October 31 is turtle nesting season. No artificial light source shall illuminate areas where it may deter adult female sea turtles from nesting, or disorient hatchlings. Applicable marine turtle protection law information is available in the information binder in the unit for reference.
5. FL Sundowner, LLC is not liable for any accidents or injury to you or your guests that may occur in or on the premises during your stay.
6. FL Sundowner, LLC is not liable for acts of theft, vandalism, or damages to you or your guest's personal property.
7. Anything rented by you that is delivered to Property by an outside vendor is your sole responsibility .

Jurisdiction; Venue; Attorney's Fees. This Agreement shall be governed by the laws of the State of Florida, and it is hereby agreed that proper venue for any action brought to enforce the terms of this Agreement is in a court of competent jurisdiction in Pinellas County, Florida. Should it be necessary for either party hereto to engage an attorney for the protection or enforcement of their rights under this Contract the prevailing party shall be entitled to reasonable attorneys' fees as determined by a court of competent jurisdiction. As used in this instrument, attorneys' fees shall include, but not be limited to, all court costs and legal fees incurred in all matters of collection and enforcement, construction and interpretation, before, during and after suit, trial, proceedings and appeals.

I certify, under penalty of perjury, that I am 21 years of age or older. I fully understand and agree with all conditions listed in this Terms and Conditions. In case of default, I agree to pay for all court costs, FL Sundowner, LLC's attorney fees, and any collection costs, if applicable. I understand this is a legally binding document. FL Sundowner will not share my personal information with any third parties. By providing the information herein, I hereby authorize FL Sundowner to contact me for all purposes by all commercially reasonable methods.

FIRST NAME: **LAST NAME:**

ADDRESS (street, city, state, zip):

DRIVER'S LICENSE #: **ISSUING AUTHORITY:**

E-MAIL ADDRESS(ES):

TELEPHONE(S):

DATE OF RESERVATION: **Check-In:** **Check-Out:**

SIGNATURE _____ **DATE:** _____

Rent:	<input type="text"/>	Due with Reservation – 50%:	<input type="text"/>
Special Event Fee:	<input type="text"/>	Date Due:	Date Received: _____
Cleaning Fee:	<input type="text"/>		
Taxes:	<input type="text"/>	Due at least 60 days prior to arrival – 50%:	<input type="text"/>
Security Deposit(s):	<input type="text"/>	Date Due:	Date Received: _____
Total	<input type="text"/>		
Equipment Rental	<input type="text"/>		
Taxes:	<input type="text"/>		
Total	<input type="text"/>		
Grand Total	<input type="text"/>		