



Vacation Rental Terms of Agreement

Guest Charges

RESERVATION CHARGES: Reservation charges vary according to the property, the dates of the reservation and length of stay, and added services requested by the guest.

All reservations include the following charges:

- Base Rent
- Departure Cleaning Charge
- Non-Refundable Security Fee
- Administrative Fee
- Reservation Fee
- State and Local Taxes

Depending on the property, some reservations may include these charges:

- Condo Application Fee
- Non-Refundable Pet Fee

Guests may choose to add the following optional charges to their reservation:

- Pool Heat
- Additional Cleaning Services

DISCOUNT FOR PAYMENT BY CHECK: Guests who choose to pay **both** their deposit and the balance due on their reservation with a personal check or e-check will receive a cash payment discount, which will be applied to the reservation when the final payment has been received. Please ask us for details.

DEPARTURE CLEANING: The price for this item depends on the size of the property, and covers what we have determined to be a standard amount of cleaning and laundry. On your departure, if the housekeepers find that excessive amounts of cleaning and laundry have to be done to prepare for the next guests, an additional charge may be placed on your credit card. To avoid this possibility, please

wash towels and other linens during the course of your stay, and collect and discard all trash before your departure. Detailed check-out instructions are provided in each unit.

NON-REFUNDABLE SECURITY FEE: All reservations include a non-refundable security fee. This fee does not cover willful and gross negligent behavior that results in damage to the property, nor does it cover pet damage if a property has not been designated as “pet friendly.” If willful damage has occurred, or if you have had an unauthorized pet in the property, your credit card on file will be charged for necessary repairs to the property. Beachrentals.mobi does not accept traditional refundable cash security deposits.

TAX: Rentals of less than 6 months are subject to Florida State Sales Tax. Additionally, each county collects a resort tax, the amount of which varies by county. Currently, the combined tax in Manatee County is 11.5%, while Sarasota and Pinellas Counties charge 12.0%. Tax is collected on the total of all reservation charges. If tax rates change between the time you booked your reservation and the time of your arrival, the difference will be added to your reservation.

CONDO APPLICATION FEES: Many condominium associations require renters to complete an application and pay a fee to cover the costs for background checks, etc. The fee is determined by the association, and is billed to the guest by beachrentals.mobi.

PET FEES: The owners of certain “pet friendly” properties require a non-refundable pet fee to be paid by guests who choose to bring their pets. The amount of the fee is determined by the owner. **All pet fees are non-refundable.**

POOL HEAT: Just because a property has a swimming pool doesn’t mean it can be heated! If pool heat is available, the owner determines how much the guest will be charged for the use of the heater. Pools are generally heated to a temperature no higher than 84 to 86F. **If the ambient temperature falls below 50F, pool heat is generally ineffective.** If your pool has a cover, please be sure to use it when you’re not in the pool, as use of the cover is the most effective way to keep the pool warm. Beachrentals.mobi cannot guarantee a certain temperature in your heated pool, but if you have been charged for pool heat and the heater is not working during your stay, you will receive a full refund for all pool heat charges and related taxes.

MID-STAY CLEANING & LINEN EXCHANGE: The cost for this optional item varies by property, and can be added to your reservation while you’re in residence. Please contact our office for details.

Reservation Payments

DEPOSIT REQUIRED AT TIME OF BOOKING: All reservations require a minimum deposit equal to 25% of the base rent, 100% of any condo application fees required by the association (when applicable), and 100% of the Administrative Fee. Your reservation is not confirmed until the deposit payment has been made! All deposits will be applied to your final payment. **DEPOSITS ARE NON-REFUNDABLE.**

TRAVEL INSURANCE PREMIUMS are also due at the time of booking, and are non-refundable.

BALANCE DUE ON RESERVATION: The remaining amount due on a reservation must be paid 60 days prior to check-in. If you booked your reservation within 60 days of your arrival date, all monies are due at the time of the booking. **ALL RESERVATION PAYMENTS ARE NON-REFUNDABLE.**

METHOD OF PAYMENT: Beachrentals.mobi accepts personal checks, provided funds have the opportunity to clear prior to your arrival. Last minute bookings must be paid either by cash, money order, or credit card.

TIMELINESS OF PAYMENT: Unless you have made other arrangements with our staff, deposit payments must be received within two weeks of your original booking date, or your reservation will be cancelled automatically. Additionally, unless you have made other arrangements with us, **the balance due on your reservation must be received 60 days prior to check-in.** IF YOU HAVE NOT PAID YOUR BALANCE BY THE DEADLINE, THE BALANCE DUE ON YOUR RESERVATION WILL AUTOMATICALLY BE CHARGED TO YOUR CREDIT CARD ON FILE.

Cancellations& Refunds

CANCELLATIONS: In order to protect our owners from loss of income, ALL MONIES PAID TOWARDS YOUR RESERVATION ARE NON-REFUNDABLE! Although we will make every reasonable effort to rebook the property for your dates and at the same rate, we make no guarantees that this will be possible.

These guidelines apply to all cancellations:

- If we are able to rebook the property for the same dates and at the same rate, we will refund all monies paid by you, less a \$150 cancellation fee, as well as any monies paid towards Condo Association Fees and travel insurance premiums.
- If we are able to rebook the property for the same dates but at a lower rate, we will refund to you only the amount paid by the new guest, less a \$150 cancellation fee, as well as any monies paid towards Condo Association Fees and travel insurance premiums.
- If we are able to rebook the property for a portion of the same dates, we will refund to you only the amount paid by the new guest for those dates coinciding with your dates, less a \$150 cancellation fee, as well as any monies paid towards Condo Association Fees and travel insurance premiums.
- If we are unable to rebook the property for the same dates, NO REFUNDS WILL BE GIVEN.

REFUNDS: Our goal at beachrentals.mobi is to provide you with an excellent vacation experience! To this end, we provide our guests with a 24-hour Emergency Hotline phone number, and will make every reasonable effort to correct problems in a timely manner. However, we cannot issue refunds or move you to another property unless the property you reserved becomes uninhabitable before or during your stay. This would include the loss of electrical power or plumbing for an extended period of time, the loss of heating or air conditioning for more than 24 hours, or damage to the building due to a storm.

Refunds will NOT be paid for the annoyance caused by neighboring construction projects. Florida's Gulf Coast is booming, and although we sympathize with your frustration if construction work begins near your vacation rental property, there is no way that either the owner or beachrentals.mobi can control

what happens at neighboring properties. Additionally, due to the nature of construction work, it is impossible to predict when work will take place, even at an active construction site.

Terms of Occupancy

OCCUPANCY: Each property has a maximum capacity, of which you were informed when making your reservation, and which is published on our website. **Failure to observe this capacity limit will result in immediate eviction with no refund.** If you would like to entertain a larger group while in residence, written permission must be obtained from our office beforehand. Due to zoning restrictions and other considerations, we will not be able to authorize all such requests.

PETS: Pets are not allowed in any property, unless the unit is specifically designated as “pet friendly.” **Only dogs are allowed in “pet friendly” properties.** Restrictions regarding number and size of pets may apply. Most “pet friendly” properties require a non-refundable pet fee. Any unauthorized pets will result in a penalty equal to your initial deposit, and will immediately be charged to your credit card on file.

SMOKING: Smoking is not allowed in any of our vacation rental properties. Evidence of smoking in the unit will result in an immediate and non-refundable \$500 cleaning fee charged to your credit card on file.

UNITS FOR SALE: If the unit you’ve reserved is listed for sale, it may be shown during your stay with a minimum notice of 24-hours. A licensed REALTOR® will always accompany prospective buyers. If a unit sells before your arrival date and the new owners do not want to honor vacation rentals in place, a full refund will be issued to you.

CITY & STATE ORDINANCES: Guests in residence are expected to abide by all applicable city and state laws and ordinances. These include, but are not limited to, the following:

- **Noise.** All of our communities have noise ordinances requiring guests to keep noise to a minimum, specifically after 10pm and before 7am. Law enforcement officials may be summoned to your property if you are deemed to be in violation of these ordinances. You may also be subject to a fine. Please keep in mind that sound travels and amplifies over water...BE A GOOD NEIGHBOR!
- **Turtles.** Turtle Season runs from May 1st to October 31st each year. It is against the law to disturb or touch nesting sea turtles, their nests, or their eggs. No night time lights are allowed on the beach during Turtle Season, including flashlights or flash photography.
- **Parking.** Guests must park in designated spaces only. Generally, only one or two parking spaces are available at each property. An excessive number of vehicles, or the parking of RV’s, boat trailers, or other vehicles are not allowed at any property unless express permission is received from the beachrentals.mobi staff. Additionally, all guests must obey local ordinances for parking on the street.
- **Trash.** Trash cans may be taken to the street the evening before collection, and **must be removed from the street by the end of the collection day.** Consult your property’s “Guest Services Notebook” for trash collection days at your location.

Property Expectations & Condition

UNIT SUPPLIES: You'll find a minimum supply of paper goods (including toilet paper and paper towels) in the unit, generally enough to last at least a day. Additionally, bath soap, as well as small quantities of dishwasher detergent and dish liquid will be on hand. Vacation rental guests are expected to provide their own paper goods and cleaning supplies.

INTERNET SERVICE: High speed internet access or wireless internet access can present a variety of problems on our Gulf Coast islands. Although we will do our best to assist you if you have problems connecting, we cannot be held responsible and no refunds will be offered if you are unable to take advantage of this service.

INOPERABLE EQUIPMENT: Should any mechanical failures occur during your stay, beachrentals.mobi will do its best to make prompt and thorough repairs. However, we cannot offer refunds for inconvenience caused by inoperable equipment, with certain exceptions made for those situations which render the building uninhabitable. Please see the "Refunds" section of this Agreement for further details.

SWIMMING POOLS: PLEASE REMEMBER THAT SWIMMING IN THE POOL AT YOUR RENTAL PROPERTY IS AT YOUR OWN RISK! Pools are regularly cleaned, treated, and maintained at the Owner's expense, usually once a week. Following inclement weather and/or high winds, pool service cannot be expected "on demand" for removal of fallen leaves or debris; your help in maintaining the pool at a single family home is expected.

POOL HEAT: Heated pools may be heated to a temperature of no higher than 84 degrees Fahrenheit. During extended periods of cold weather, we cannot guarantee that the pool can be maintained at that temperature. Most owners require an additional charge to the guest for heating the pool.

AMENITIES: Each of our rental properties is individually owned and reflects the taste of the owners. We do our best to accurately describe each property and its amenities prior to booking, but cannot be held responsible if tenants are dissatisfied with the accommodations. NOTE: Not all properties provide beach equipment or barbecue grills; please check for availability.

Arrival& Check-Out

ARRIVAL: Arrival instructions will be sent to you approximately ten days prior to your arrival date. No arrival instructions or keys will be given out until final payment has been made.

KEYS & LOCK-OUTS: In most cases, you will be issued 2 sets of keys to your unit. Please take care of these keys, as a lock-out fee of \$25 will apply for emergency calls. If the unit has a lock box, we recommend you keep one set of keys in the lock box at all times.

CHECK-IN TIME is 4pm. Unless a beachrentals.mobi staff member has given you express permission to arrive early, please DO NOT EXPECT TO OCCUPY THE UNIT BEFORE CHECK-IN TIME. Early arrivals make it impossible for the housekeeping staff to complete their work. If you occupy the unit earlier than 4pm

without permission, all housekeeping will be suspended, and you will have agreed to take the unit "as is." No further housekeeping will be provided.

CHECK-OUT TIME is 10am. Unless a beachrentals.mobi staff member has given you express permission to stay later than the 10am check-out time, you must vacate the unit at that time. Failure to do so may result in additional charges to your credit card. Just as the guests who checked out before you were considerate of your desire to check-in on time, please return the favor to the next guests by vacating the premises no later than 10am!

Rebooking

RIGHT OF FIRST REFUSAL: Although we always try to consider the wishes of our current guests, we cannot offer the right of first refusal on rental properties. If you want to rent your unit again for next year, please let us know as soon as you can after arrival to ensure availability. Until your deposit has been paid to confirm your reservation, we cannot be held responsible if your unit has already been booked and is unavailable to you.

RENTAL RATES: When rebooking your unit for another vacation, please remember that rental rates are always subject to change, regardless of how many times you have been a guest in a particular unit. Beachrentals.mobi cannot guarantee the same rates for you from one reservation to the next.

General Disclaimers

AGENCY: beachrentals.mobi, LLC is the authorized agent for the owner/landlord. We reserve the right to make reservation changes due to any unforeseen circumstances. Circumstances beyond our control (i.e. fire, hurricane, sale of unit, etc.) may make your confirmed property unavailable for your reservation dates. Our office will make every effort to place you in substitute accommodations, but cannot guarantee the confirmed rate in these instances. Neither our office nor the owner are liable for damages you may suffer as a result of these unexpected circumstances.

ITEMS LEFT IN UNIT: Neither the owner nor beachrentals.mobi are responsible for any personal items left in the unit. If you need us to retrieve and mail items left behind, you will be responsible for mailing/shipping charges, plus a \$25 processing fee.

LOSS OF PERSONAL PROPERTY: Homeowner's Insurance Policies will not cover the loss of your personal property in the event of a storm or natural disaster. If you have any concerns about this, contact your personal insurance agent to determine if you need additional coverage.

SWIM AT YOUR OWN RISK: None of our vacation rental properties provide lifeguards or life saving devices. Guests assume all risks when swimming in any vacation rental pool, whether at a single family home, duplex, or condominium.

RADON GAS: Radon gas is a naturally occurring radioactive gas that, when accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels that exceed Federal and State guidelines have been found in buildings in Florida. Additional information

regarding Radon gas and Radon testing may be obtained from the Manatee County Health Department.
<http://www.doh.state.fl.us/chdmanatee/>

LEAD BASED PAINT: Lead based paint may be present in buildings built before 1978. If you are concerned about the possible presence of lead based paint in your vacation rental unit, please consult with a member of the beachrentals.mobi staff to inquire about the age of the property. Additional information regarding the risks of lead based paint may be obtained from the Federal Department of Housing and Urban Development.
http://portal.hud.gov/hudportal/HUD?src=/program_offices/healthy_homes/healthyhomes/lead

LIABILITY: By signing this Agreement, you agree to hold the owner of your vacation property, as well as beachrentals.mobi, LLC harmless from all liabilities and all costs of defense, including attorney's fees, arising out of your use or possession of the property, and all claims, damages, and liability incurred by your guests, family, or friends.

TO BETTER SAFEGUARD OWNERS, GUESTS, AND beachrentals.mobi, LLC, THE ABOVE POLICIES MAY BE SUBJECT TO CHANGE AT ANY TIME AT THE DISCRETION OF beachrentals.mobi, LLC. BY SIGNING THIS AGREEMENT, YOU KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT, AND YOU ACKNOWLEDGE THAT THE HOMEOWNER HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY THE PROVISIONS OF THIS PARAGRAPH.

I acknowledge that I have read and understand the terms of the beachrentals.mobi, LLC Vacation Rental Agreement.

X

Date

X

Guest

Check-in Addendum to Vacation Rental Agreement

I agree not to exceed the maximum number of people allowed in this rental property, including all adults, children, and infants. I understand that exceeding this occupancy limit will result in immediate eviction without a refund.

Number of people, including infants and children, who will be occupying your vacation rental property: _____

I understand that parking is limited at my vacation rental property, and will not exceed the maximum number of vehicles allowed. Number of vehicles that will be parked at the unit: _____

I understand that parking of boats, boat trailers, personal water craft, or RVs on the property is not allowed without prior written approval of beachrentals.mobi. Are you hoping to bring any of these with you? Yes No
If so, what type and how many? _____

Authorized by beachrentals.mobi: _____ Date: _____

I understand that a minimum amount of toilet paper, paper towels, and miscellaneous cleaning items will available on check-in, and that it is my responsibility to purchase additional supplies if I need them during my stay.

I understand that it is my responsibility to follow all check-out procedures. Although I have paid for a departure clean, if excessive cleaning or large quantities of laundry are required on check-out, an additional fee will be charged to my credit card on file.

I agree that on check-out, all keys must be returned to the beachrentals.mobi office, or to the lock box at the property. I understand that there will be an additional charge to my credit card on file of \$10 for each unit key that is not returned, and \$60 for "Do Not Copy" condominium association keys.

In the event that local governmental agencies issue a mandatory evacuation notice to this area, I will abide by this notice and will vacate the property as quickly as possible. I understand that my rental fee is non-refundable in this instance.

I acknowledge that I have read and understand the terms of the Check-In Addendum to the beachrentals.mobi, LLC Vacation Rental Agreement.

Guest Signature

Date

Credit Card Authorization

We're so glad you've chosen one of our properties for your upcoming vacation! As with all hotels, we're required to keep a credit card on file during your stay, regardless of whether or not you've used it to pay for your reservation. Beachrentals.mobi, LLC complies with all credit card processing rules and regulations and will shred your information after your departure and the property has been inspected.

Reservation payments may be made by check or with a credit card. Please select from the following:

1. I intend to pay for my reservation using my credit card. I authorize br.mobi, LLC to charge my credit card for all payments due on my reservation. _____
2. I intend to pay for my reservation by e-check. _____
3. I intend to pay for my reservation by check. _____

Please Note: Checks must be received in the office within 7 days of booking, or your reservation will be cancelled.

In addition to reservation payments, Beachrentals.mobi will only charge your credit card for the following items:

1. Additional charges **requested by you** during your stay (if applicable):
 - a. Pool heat.
 - b. Mid-stay cleaning charges (prices vary by property and scope of work required).
 - c. Mid-stay linen exchange (available only at certain properties).
 - d. Equipment rental.
2. Additional charges after your departure, as reported by housekeepers and/or unit inspectors:
 - a. Additional cleaning charges as spelled out in the Check-In Addendum signed by you on page 8 of the Vacation Rental Agreement.
 - b. Key charge of \$10 per key not returned to the beachrentals.mobi office or to the property's lock box on check-out, or \$60 for each condo association "Do Not Copy" secure entry key.
 - c. Charges for willful or malicious damage to the property.

I hereby authorize beachrentals.mobi, LLC to charge my credit card for items specified above. I understand these charges are for the payment of goods and/or services provided to me.

Visa, Mastercard & Discover Only! Credit Card Number: _____

Expiration Date: _____ 3 Digit Security Code: _____ Cardholder Name: _____

Billing Address: _____

Cardholder Signature: _____ Dated: _____

OPTIONAL. If you're paying for your reservation with an e-check, please provide the following information from your **checking account**:

Routing Number (the first set of numbers on the bottom left of your checks): _____

Checking Account Number (not including the check number): _____