

Beach Accommodations LLC

Rental Policies, Terms & Conditions

Please read the following information carefully!

IDENTIFICATION: For the purpose of this document, the document will be referred to as Rental Policies from this point forward. The renter is referred to as Guest from this point forward, the homeowner is referred to as Property Owner from this point forward, and Beach Accommodations LLC is referred to as BAL from this point forward.

CONFIRMATION: Reservations are not considered confirmed until a member of BAL management has approved the booking. BAL reserves the right to audit, adjust, or cancel any confirmed reservation for inaccuracy or misquoted information at no penalty to BAL. Confirmation of rental property can only be established once a deposit is made. All payment and cancellation policies are placed in effect at that time.

PAYMENT TERMS: All final payments must be paid to BAL **45 days prior to arrival** by personal check or credit card (Visa, MasterCard or Discover). If a credit card is used there will be a convenience fee of 2.99%. Checks must be payable in U.S. funds. No postdated checks accepted. Returned checks will be charged according to Florida Law. There is a \$25.00 fee per returned check. If final payment is not received timely, your reservation may be canceled, and the deposit retained.

DEPOSITS: All reservation deposits are due at the time of booking by Visa, Master Card or Discover. Stays less than 28 consecutive nights require a \$300 deposit. Stays 28 consecutive nights or longer, require a \$500.00 reservation deposit and must be made over the phone. All deposits are applied toward the total reservation balance and are subject to terms and conditions contained herein. If booking within 45 days of the arrival date, all monies are due at time of booking.

CANCELLATION POLICY: Any change or cancellation of reservation prior to original scheduled arrival may be subject to the loss of deposit and any advance payments. Cancellation must be made in writing/email to BAL 45 days prior to arrival or more and will result in a cancellation fee of \$95.00 and of any credit card fees (2.99%) applied to the reservation, which will be taken from the guest's reservation deposit and the balance refunded. Within 45 days of arrival, all monies will be retained unless the unit is re-rented at the same rate, then only a \$95.00 cancellation fee will be processed and taken from the reservation deposit. Please remember that Travel Insurance is available, and BAL strongly suggests guests purchase this. Please keep in mind this travel insurance will cover up to the full amount the guest has paid if cancellation occurs due to injury, family emergency, transportation cancellation, weather occasion, and many more cancellation and travel related issues. If you would like additional information on Travel Insurance coverage, please contact our office.

CHECK-IN:

- Check-in process begins at **3:00 pm**
- All keys will be distributed at BAL office located at 1321 Santos Rd. Fort Myers Beach, FL 33931 and NOT the rental property itself.
- Guests should not expect to take occupancy sooner than times listed. In some circumstances the unit may be available before 3:00 pm, and BAL will be happy to accommodate, but please contact BAL on the day of your arrival to see if early check-in is available.
- In some circumstances beyond BAL's control check-in time may be delayed. Please be patient as BAL will do everything possible to accommodate. Rate adjustments cannot be made for late check-in or early departure.

- The person who has made the reservation must be the one to check-in. For security purposes we are unable to give check in packages to any other individuals.

LATE CHECK-IN PROCEDURE:

Our office hours are Monday - Friday 9:00 am - 5:00 pm. Saturday 9:00 am - 3:00 pm from mid-December to mid-April, and 9:00 am - 1:00 pm from mid-April to mid-December. If you will be arriving after these times you will find a check-in lock box located at our front door. You will receive the code for the lock box with your Final Instruction Letter after all payments have been received.

If, for any reason, you do not receive the combination for the lockbox with your final confirmation letter AFTER you have submitted your final payment, please contact our offices as soon as possible.

If you require additional assistance with the lock box after hours, and after you have received the Final Instruction Letter containing the access code, you may incur a \$25.00 fee.

CHECK-OUT:

- Check-out time is **10:00 am**

- If your rental property has been issued a physical key, all keys must be returned to the BAL office. There will be a \$25.00 fee per key lost and a \$45.00 fee per gate key unreturned to the BAL office, and the guest may be required to pay all fees required to change door locks in the event BAL deems it necessary. ****Note:** Returning keys to the office does not apply if your rental is on a Point Central keyless entry code lock. ******

- Any guest checking out between 10:01 am and 1:00 pm will be charged half day rate, unless approved by BAL. After 1:00 pm will be full day rate.

- If you would like to stay for additional day(s) please contact BAL as soon as possible. We will be more than happy to quote you extended stay rates, if the accommodation is available, or provide other option(s).

- If our office is closed on the day of your check-out, simply place keys in drop box located at the BAL office.

CHECK-OUT CHECKLIST:

- Place all debris, garbage, and discards outside in proper containers.
- All dishes should be cleaned and put back in their place.
- Discard all open food from fridge and cabinets, all unopened food will be donated to charity.
- Leave unit in neat and orderly condition (\$50.00 minimum fee for any extra cleaning needed)
- Lock all windows and doors.
- Turn air-conditioner to Auto, 74 degrees and/or OFF

LOCKOUT: At BAL we understand lockouts happen from time to time and would be happy to provide guests with assistance. If you get locked out, BAL reserves the right to charge \$35.00 for us to bring you a key or \$55.00 after business hours. There is no charge for a guest to come pick up a key for lockout purposes, however it must be returned with all other keys issued at the time of check-out or key charges will apply. If all keys disbursed are not returned to BAL at the time of departure a \$25.00 charge will be applied for key replacement.

SUBSTITUTION OF ACCOMMODATIONS: At no time does BAL expect to have to substitute accommodations; however, circumstances may arise and cause the confirmed unit to be unavailable. Therefore, BAL reserves the right to substitute comparable accommodations. In the event of a substitution BAL cannot guarantee the confirmed rate and the accommodations and rates will be subject to guest approval.

UNFORESEEN CIRCUMSTANCES: There are two main things that BAL is unable to control when it comes to unforeseen circumstances. The weather and any construction. No refunds will be given for cancellation or interruption that occurs due to any weather condition. BAL strongly recommends purchasing Travel Insurance. (Restrictions apply.) If you have not received an information on Travel Insurance, please contact our office. Because tourism is the largest industry on Fort Myers Beach, there are times when construction may be going on. If, at any time, it becomes intolerable please contact BAL and we will do our best to relocate the guests, however BAL cannot guarantee any refunds or moves.

ABSOLUTELY NO PETS: Pets are not allowed in any BAL rental property unless the guest receives written permission from BAL management in advance. A \$195.00 non-refundable pet fee plus 11% tax must be paid prior to the occupancy. At all times pet owners are required to clean up after their pets. If any evidence of a pet(s) is found in guest's unit on the premises without prior written permission, you will be asked to vacate immediately without refund of any payments. The \$195.00 pet fee is strictly a fee and does NOT cover for any damages and/or additional cleaning. Any pet damages should be reported immediately and will be charged to guest's credit card. Service dogs are the only exception to this policy. If you anticipate having a service dog with you, please notify us accordingly.

OCCUPANCY: The unit can be occupied by no more than the maximum number of persons indicated for each property. Occupancy is defined as an overnight stay. BAL reserves the right to charge \$25.00 per night, per person, over a group of 6 people, with a maximum of 8 people in a party. This is applicable to those properties with a maximum of 8 total. In the event occupancy is exceeded, guest agrees to let the owner, owner's agent or condominium association remove them from the unit and retains all monies whether earned or unearned. (According to F.S. 509.141) All guest under the age of 30 must be accompanied by an adult 30 plus. During the months of February, March and April 50% of all occupants must be of age 30 or older, unless written approval is granted by BAL. The reservation must be made in the adult's name and the adults must occupy and oversee the young adults at all times. Proof of age is required. No exceptions unless approved by Beach Accommodations LLC.

Any reservation obtained under false pretense will be subject to forfeiture of all monies prepaid and the party will not be permitted to occupy any unit in the BAL Rental Management Program.

SMOKING: All BAL rental units are NON-SMOKING; outside areas are provided for smokers. A minimum fee of \$100.00 will be charged to bring the unit back to non-smoking standards.

HOUSE PARTIES: BAL does not allow house parties in any rental property. Guests are not allowed to organize graduations, proms, gatherings, reunions, weddings, receptions, or any other function similar in nature. BAL does offer rental properties that will allow some of the above listed functions, however all such events must be approved in writing in advance and there will be an additional charge and/or security agreement assessed.

PARKING: Parking areas at individual sites are for automobiles only. Motor homes, boats, trailers, etc. are not permitted, unless otherwise authorized in writing.

CONDOMINIUM RULES: Guests unit is confirmed with the understanding that guest shall adhere to the rules and regulations set by individual condominium and homeowner associations.

FURNISHINGS: All properties rented through BAL are individually owned and decorated. Although BAL requires basic standards, the style and quality of properties will vary according to the individual owner's preference. Please do not rearrange any furniture at any time. Guest will be charged a minimum fee of \$25.00 to place furniture or items back to their original place. BAL is not responsible for any property changes made by the owner. BAL represents every unit to the best of our knowledge and ability and is not responsible for any errors or omissions. Guest expressly agrees to indemnify owner of any damages or costs to the premises, furnishings, equipment, and household items therein, which occur during the renter's occupancy excluding normal wear and tear. Beach furnishings (chairs/umbrella/towels) are not provided in the unit. You may borrow beach towels from Beach Accommodations office for a one-time cleaning fee of \$2.95 per towel. You may leave the towel in the unit upon your departure. If your accommodations are in Santos Beach #102, #201, #202, or 1335 Santos Road you may borrow beach chairs/umbrella from the unit storage.

PROPERTY PROTECTION: Our properties and their contents are valuable and reasonable care should be taken with them during their rental. Our company, including the participating rental property homeowners we represent ("we", "our", "us"), is an additionally-insured participant in a Property Protection Program that reimburses certain costs for unintentional accidental damage to our properties during their rental occupancy. We charge renters a non-refundable administrative fee to defer our costs for Program participation. If, during a renter's occupancy, the renter or a member of renter's party or renter's guest causes any damage to real or personal property of our rental property as a result of unintentional accidental acts or omissions, the renter must notify your property management office at that time, and before check-out. Renter is liable to us for any damages caused by the renter or a member of renter's party or renter's guest that are not reimbursed to us or exceed the maximum per-incident limit of our coverage, and the credit card on file and/or any collected security deposit will be charged.

IF ANY EXPENSES ARE INCURRED TO REPAIR ANY DAMAGE, REPLACE MISSING ITEMS, PAY FOR EXTRA CLEANING OR ANY OTHER VIOLATION OF THIS CONFIRMATION AS A RESULT OF GUEST'S STAY, WHICH ARE NOT ACCIDENTAL, BAL RESERVES THE RIGHT TO CHARGE GUEST'S CREDIT CARD TO OFFSET EXPENSES AND ADMINISTRATIVE FEES. Note: ALL UNITS ARE INSPECTED BY BAL'S PROFESSIONAL INSPECTION MANAGER BEFORE AND AFTER EACH OCCUPANCY.

MAINTENANCE: BAL staff is here to make sure that your vacation home is in the best possible condition. If you should discover any problems, please notify us immediately and we will do our very best to correct it as quickly as possible. Please do not wait until check-out to inform BAL of any problems as then we have no way to rectify any situations, and any damages not reported will be assumed guest's responsibility. No rent adjustments can be made for circumstances beyond our control or malfunction or loss of equipment or amenities.

MAID SERVICE: During guest's stay, BAL does not provide daily maid service and the guest is required to maintain the cleanliness of the unit, as the rental properties are self-catering with initial paper products, laundry/bath soaps, shampoo, lotion, etc. BAL would be happy to recommend a daily maid service, or mid-stay maid service upon request with applicable charges.

ENTRY OF PREMISES: Guest agrees to allow BAL employees, vendors, contractors, or subcontractors to access the property for any reason to make repairs and/or manage the property.

PEST CONTROL: BAL properties are treated for pest control by the condominium association or by

a contracted pest control company. BAL will make every effort to address any pest control issues or concerns but is not held responsible for rebates due to the presence of pests or scheduled maintenance dates by pest control company.

POOLS AND TENNIS COURTS: BAL will do its best to notify guest of any closure or malfunction however, open times and rules vary among accommodations. BAL is not held responsible for any closures or malfunctions and has no control of pool or spa temps.

UTILITIES: Any outage should be reported immediately; however, at no time BAL will give compensation for a temporary outage of ANY utility.

MAIL: Please have any mail that you will be receiving addressed to you Beach Accommodations 1321 Santos Rd. Fort Myers Beach, FL 33931, your mail can be picked up at the check-in office.

ITEMS LEFT IN UNIT: BAL is not responsible for any personal items left in unit after checkout. If items are found in the unit and guests wish them to be returned guest will pay packing and shipping cost.

AGENCY DISCLOSURE: BAL is the agent of the property owner and is acting at all times, in and for the best interest of the owners. BAL will not be held responsible for any acts of theft, vandalism, or damages to the guest's personal property.

SUBLET: Any BAL unit may not be sublet, or this agreement assigned without written consent of BAL.

UNITS FOR SALE: In the event that the property a guest is renting is for sale, the need to show the property may arise during guests stay. BAL will make every attempt to schedule any showing at a time most convenient to the guest so not to disturb their vacation.

THIRD PARTY RESERVATIONS: All reservations made by third parties are subject to the rules and policies of BAL. BAL is not responsible for inaccurate or misleading representations presented by third parties.

INTEREST BEARING ACCOUNTS: Any and all payments may be placed in an interest bearing account, and it is understood that BAL shall retain all interest earned.

WAIVER AND RELEASE OF LIABILITY: Property Owner and Beach Accommodations LLC, their officers, members, managers, employees, vendors or agents, shall not be liable for any personal injuries or any damage to any Guest(s), their family members, friends, guests, property occupants, invitees, and those occupying the rental property pursuant to this agreement, nor be subject to any claim, demand, injury or damages whatsoever, including without limitation, injury or damages from acts of passive or active negligence by Property Owner, Beach Accommodations, LLC, or their officers, members, managers, employees, vendors or agents. Guest(s) and those occupying the rental property pursuant to this agreement do hereby expressly forever waive, release and discharge Property Owner and Beach Accommodations, LLC, their officers, members, managers, employee's, vendors or agents from all such claims, demands, injuries, damages, actions or causes of action, including without limitation, damages from any acts of their passive or active negligence. The undersigned Guest(s) acknowledge(s) that he/she/they has/have carefully read this paragraph and fully understand(s) that this is a waiver and release of liability for the negligence of Property Owner and Beach Accommodations, LLC, their officers, members, managers, employees, agents or vendors.