

Enclosed is our rental contract and rules. This contract is for our vacation home located at 12 Merri Way, Santa Rosa Beach, Florida 32459. Guests are expected to keep a completed and signed copy during their stay.

“GOOD DAY SUNSHINE – 3 BEDROOM BEACH HOUSE”

Webpage: www.sunshineon30a.com - <http://www.vrbo.com/426243>

Please print, and read this agreement; sign & initial all 9 pages, then either scan, postal mail it to our home, or email it to getawayon30a@gmail.com - **Owner signature is required before this agreement is valid.**

Mail to: Mark and Lisa Stephens
8153 Christopher Court
Avon, Indiana 46123
317-403-4404

Today's Date _____ **Names of Guests (Attach all Adult ID's)** _____ **Check box if adding attachment:** ➔

Home address _____ **Cell /Text #** _____

Our home is located at 12 Merri Way, Santa Rosa Beach, Florida 32459. This is in the Village of Blue Mountain Beach community. The phone number is 850-660-1452

Upon arrival: The 30A/Village Blvd side entrance must be used. This entrance has gate access /controlled security (you will be provided a special code for your stay for entry just a few hours before your arrival). Once inside the neighborhood you do have the ability to either exit back out the same gate you originally entered or the east side (exit only) gate heading out onto C.R.83. Our pool member card will allow you to swipe instead of entering the gate code.

Your confirmation is as follows: **Total number of people on property:** _____ adults, _____ children (>18)

Check-in date: _____ after 4 p.m. (Florida Time) (No early check-ins)

Check-out date: _____ by 11 a.m. (Florida Time)

\$ _____ (weekly rental rate) + \$ _____ (cleaning fee) + \$ _____ (11.5% FL tax) + \$ _____ (CC Fee) + \$ _____ (+350.00 Multi-Family Fee/More than 2 Adults) + \$ _____ (Insurance fee)

Total cost: \$ _____ + \$ _____ (Refundable Security Deposit) = \$ _____

1st payment of \$ _____ due date: _____, 20__ (at booking)

2nd payment of \$ _____ due date: _____, 20__ (at least 60 days prior)

Please sign and return this confirmation page along with the 9 total pages of agreements and rules.

Thanks! Have a great vacation!

The Stephens Family

Signature _____ **Date** _____

(Signature indicates that guest has initialed read and reviewed the 9 page agreement)

Owner Signature for approval _____ **Date** _____

Initials: _____

Contract and Rules

1. Payment Timing:

Total amount due must be received within 24 hrs. of verbal or email acknowledgement of intent to rent to secure your reservation. Advance payment equal to 50% of the rental rate + security deposit is required on all reservations. Remainder is due 90 days prior to your rental period. If you are applying for a rental period that is less than 30 days away, the entire amount must be received to secure your reservation. All rates must have Florida State and local sales tax added.

2. Keys:

The key box code will be given to arriving guests after the housekeeper has cleaned and inspected the property. This is to assure no damage was incurred by the departing guests and there are no unexpected drop-ins. We will contact you with the key box once the property is ready for your arrival and before your scheduled check in time of 4pm. If any pool pass or pool card key is lost, you will be charged \$40 per card or \$200 for any house key lost or not returned at departure due to a re-keying charge for all the house locks.

3. Cancellations:

Your advance payment is refundable if the cancellation is received 90 DAYS or more prior to your arrival date with the exception of the security deposit fee. Within 90 days of your arrival date your advance payment is not refundable. If a cancellation is received within 90 DAYS of your scheduled arrival date, the entire advance payment and balance due paid are non-refundable.

4. Condition of Property:

Renters agree to keep the property, furnishings, and appliances clean and in good repair and to pay for any damages renter or renter's invitees may cause in excess of what the security deposit would cover. All furniture should remain in its same location. No furniture should be moved within the house or removed from the house. If premises are found in an unacceptable condition upon arrival, or if something does not work properly, report to landlord immediately and get a confirmation of such.

*****It is the guest's responsibility to report any problems or damages immediately.

Call Mark Stephens at [317-403-4404](tel:317-403-4404). Damages found after departure will be assumed to be the liability of the renters.*****

Your liability is for the entire costs of all damages/losses without limitation.

Property manager has the authority to inspect the property during the guests stay.

5. What we supply:

The property is equipped and set up as a fully furnished property that will include bedspreads, linens, blankets, pillows, towels, as well as a well-equipped kitchen. No linens should be removed from the house for use at the pool or beach. You must supply your own beach towels and blankets. There will be extra charges against your security deposit for missing or damaged items, if necessary. *Household Items: For your convenience, we have provided a starter supply of a few household items

* Telephones Usage Policy: Our beach house does have telephone service; however, phones have restricted long distance service.

You will need a credit card or telephone calling card to place a long distance call. The guest assumes full responsibility for calls made (or received) during the guest's stay. If there are incurred toll charges during your stay, you will also be responsible for those charges. * Internet Usage Policy: Our beach house does have internet and does have use limits.

*Wi-Fi service: Internet like many other services can be abused. The registering guest assumes full responsibility for any criminal/civil or billing issues that result from the over usage or billing overages due to their use of the service provided.

*Parking: At our getaway on 30a are 2 parking places (front bricked drive way) that should be utilized at all times. Automobiles must be parked off the street. Community streets must always remain clear for emergency vehicles. Please lock your car and property when unoccupied. ***IMPORTANT – Any automobile that drips/leaks any type of fluids on or around property is considered damage. The security deposit will be forfeited to handle the clean-up.

*Pool Club: The Blue Mountain Beach/Pool Club is located within steps of our home. Any registered guests are permitted to enjoy the privileges of the Beach/Pool Club. You can enjoy the pool, the exercise room, with the pool card key. Please do not open the security gate for anyone who does not have a card. They must call their property manager to get a card. Your cooperation with this will help all of us keep our pool area clean and keep people from using the facilities without authorization.

*Trash pick-up: Waste Management ([850-862-7141](tel:850-862-7141)) picks up trash on Mondays and Thursdays. Please bag any trash and place it in the large green trash container located on the front porch and place out curbside on either day of trash pickup. Please keep in mind as you arrive there may be trash waiting to be picked up from most recent guests so please be courteous when leaving trash curbside.

Initials: _____

6. Cleaning:

Property should be left in the same basic condition as upon move-in. You will be responsible to leave the dishes, utensils, and appliances clean. All trash is to be removed and placed in the receptacles provided outside the unit, on the side of the house. Housekeeping will launder the towels, sheets and linens (Put them in a stack on the floor in front of the washer). Housekeeping will sanitize bathrooms, wash windows, clean floors, and do laundry, etc. Please try to get up any spills when they occur. Additional cleaning charges will be deducted from the security deposit unless premises are left in the same basic condition as upon move in. Please do not adjust refrigerator/freezer temp.

7. Security Deposit:

The security deposit is refunded after the property has been inspected after the house has been vacated, minus any charges for damages, missing items, and/or any additional housecleaning.. The processing can take 7-14 days to post back to your account.

8. NO PETS:

No pets, of any kind, are allowed by our guests anywhere on the premises. If there is evidence a pet of any kind is being housed inside our property or on the premise, the security deposit is immediately forfeited, and you will be told to board your pet or leave the property. If there is evidence that a guest has disregarded this signed contract and secretly housed a pet on our property we will seek \$500 in damages for extra furniture cleaning. (Please note that pets are not allowed on the beaches in Walton County unless you own property in the area, have a permit, and only between certain hours)

9. Check-in/Checkout:

*Check-in: Check-in is 4:00 P.M. Central Time or later. Occasionally delays may occur beyond the home owner's control. You will find our Check-in quick and easy. Please take a look on our website <http://www.vacationon30a.com/mapDirections.htm> to obtain driving directions and a map to our home. The day of your assigned check-in around 4pm, you will receive a text from 317-403-4404 that will include the gate entrance security code, a code to get a front door key out of the lockbox located on the front porch of home, and some instructions. You also will be given a Wi-Fi pass code and the owner is always willing to answer any questions.

*Check-out: No later than 11:00 A.M. If a guest does not leave the property by the assigned check-out time they will be charged \$50 for every half-hour past 11:00 A.M. Florida time. Please be courteous and depart on time, so we can prepare for the next guest's arrival. When you lock up as you depart, utilize the outside lockbox key and leave any additional keys/key cards on the hooks just inside the door. Be sure all doors and windows are closed and locked to protect against weather.

10. Number of Persons:

The exact number of persons on this property at any one time may not exceed number listed at time of the contract. The renters agree to abide by such limitations. If not, all renters and all guests will be forced to leave by local law enforcement. If this occurs the rental agreement is immediately terminated without any refunds. (Florida State Law) requires that rentals/hotels/condos must maintain a log of all renters/guests that occupy a property. It is important that full names, home addresses, and contact numbers are listed on the contract. Note: This list will be provided to emergency response and authorities as requested during natural disasters, storms, evacuations, or any important area alert notices. - If additional parties are witnessed staying on our property in violation of this agreement the deposit is immediately forfeited and rent equal to the total amount of the weekly stay will be sought through the local small claims court process.

11. Age of Renters:

This house will not be rented to vacationing students or anyone under the age of 25 unless accompanied by an adult older than 25.

12. NO SMOKING:

Smoking is not permitted within the house AT ALL. This is strictly enforced. If there is evidence that a guest has disregarded this signed contract and any form of smoke damage has been detected inside our property, the security deposit will immediately be forfeited and we will seek an additional \$500 in damages, for cleaning. Smoking outdoors is acceptable as long as the guest does not litter or make any mess.

13. BBQ grilling: is prohibited on balconies or on property - Off site facilities are available at beach access places.

14. Sublet:

Renter shall not let or sublet all or any part of the premises nor assign this agreement or any interest in it.

Initials: _____

15. Disturbances:

Renter will not disturb, annoy, endanger or interfere with neighbors, nor use the premises for any unlawful purposes, nor violate any law or ordinance, nor commit waste or nuisance upon the premises. It is further agreed and understood between renter, agent and owner that any disturbances resulting in neighborhood complaints or police action will cause tenancy to be subject to termination forthwith and all monies to be forfeited to the landlord.

16. Conduct Unbecoming:

It is further agreed that in the event of party activity in the house resulting in neighbor complaints and/or police visit/investigation, renter will pay a fine of \$150 per occurrence. This fine is in addition to any other remedy available to owner/management and will be deducted from the security deposit.

17. Indemnification:

Landlord does not assume any liability for any theft, loss, damage, or injury to persons or their personal property. Neither does landlord accept liability for any inconvenience arising from any temporary defects or stoppage in supply of utilities beyond the owner's control. This includes: internet, phone, water, gas, electricity or plumbing. Nor will landlord accept liability for any loss or damage caused by weather conditions, natural disasters, acts of God, or other reasons beyond its control. The Renter(s) hold the Landlord, Property Owners and agents free of all liabilities and rent the house at their own risk. The Renter(s) agrees to indemnify and hold harmless Mark and Lisa Stephens, his agents and the Property Owners (or their agents) against any liability for personal injury or personal property damage sustained by any person (including the Renters guests). The Renter(s) assume all risk such as injury or loss. It is sole responsibility of the registered guests to maintain insurance for the related items while on the property.

18. Joint and Several Liabilities:

All guests shall be jointly and severally liable for all terms and conditions set forth in this agreement.

19. Attorney's Fees:

All controversy claims or disputes must be handled through arbitration. In the event of any controversy, claim or dispute between parties hereto, arising out of or relating to this agreement or the breach thereof, the prevailing party shall be entitled to recover the other party's reasonable expenses, attorney's fees and costs.

20. Hurricane / Storm / Cancellation Policy:

No refunds will be provided for uncontrollable weather that guests may encounter. Anything that is beyond the home owner's control, it should be clearly understood that the home owners will not be responsible. We are not responsible for cancelled trips due to outside circumstances and to rent our home you must purchase your own travel insurance policy.

We recommend using the site www.insuremytrip.com

21. Additional Rules by H.O.A. (as attached)

A signed agreement of the H.O.A. Property Rules and Regulations is required.

22. Balcony rules/weight limits: NO MORE THAN 500 lbs. on any balcony. Balconies are to be used for sitting and relaxing only. Balconies are not designed for climbing, jumping around, or heavy weight loads. Do not use balconies for group photos or anything that may place a load over 500lbs on them.

Personal Items Left Behind: Please understand we are not responsible for lost or misplaced items. However, if notified and/or found within a reasonable time, we will be happy to ship them to you COD.

23. Signature Required:

I have read and fully understand the above contract/rules and agree to abide by all terms and conditions.

Signature _____ Date _____

Initials: _____

The Village at Blue Mountain Beach

Property Rules and Regulations

1. On property speed limit is 15 mph.
2. Minors are not allowed to consume alcohol anywhere on property (the legal age in Florida is 21 years old).
3. Bikes are to be placed in the bike racks at all times and are not to be parked on the common areas including sidewalks, grassed areas, and plant beds.
4. Nudity or indecent exposure, as defined by Florida Statutes, will not be tolerated in any public or common area of the property, including any areas which are exposed to public view.
5. Only actual **OWNERS** are allowed to have pets on property.
6. All dogs must be on leash at all times. Owners are required to “scoop the poop.”
7. Water balloon slingshots and water balloon throwing are prohibited.
8. Throwing any item, including cigars and cigarettes, from balconies and walkways is considered dangerous and is a Felony in Florida.
9. Fireworks and laser pointers are strictly prohibited on property.
10. Do not hang towels or other articles on balcony or walkway railings overnight.
11. Walkways and stairwells are fire exits lanes. No articles (exception of shoes and welcome mats) shall be left in these areas at any times. Items left are subject to removal by the association.
(condos)
12. In accordance with state and local fire ordinances, the use of charcoal / gas grills and hibachis are prohibited on all balconies/common areas (sidewalks and grass areas). Grilling is only allowed in the designated grill areas. No exceptions.
13. Site “Quiet Hours” are between 10:00 p.m. and 8:00 a.m. All owners and guests shall refrain from any activity that would disturb other residents at any time, especially during these hours.
14. Destructive behavior is prohibited. If any guest is found vandalizing or destroying the common property, the unit owner will be notified and asked to have that guest evicted from property. Unit owner’s guests will be responsible for damages. Destructive behavior includes jumping pool gates or fenced area. If damage is significant, criminal charges may be pursued.

Initials: _____

Pool Rules

1. Pool hours are dawn to 11:00 p.m.
2. Pool cards are to be used by owners, guests, and tenants. Climbing over the fence is not allowed. Individuals without pool cards should not be granted access and will be asked to leave.
3. No floats or mattresses in pool when it is crowded.
4. Other guests should be considered when throwing balls, etc in the pool. The pool is for the enjoyment of all guests and owners.
5. No glass containers are allowed within pool enclosure. This includes the exercise room and pavilion. Glass containers such as beer and wine bottles even if in a cooler ARE NOT ALLOWED.
6. No diving allowed in pool.
7. No running and jumping into pool.
8. No running on the pool deck.
9. Children under 12 must be accompanied by an adult when using pool.
10. No one under the age of 14 may use or be in the exercise room.
11. Bicycles, skates, skateboards, or roller blades are not allowed on pool deck. This is the area enclosed by the fence
12. ALL food or drinks are prohibited within 4 feet of the pool.
13. Smoking is prohibited within 4 feet of the pool.
14. Pets are not allowed on the pool deck. This is the area enclosed by the fence.
15. Children under the age of 12 months must use "swim diapers"

****There is no lifeguard for the pool. Swim at your own risk.****

Signature _____ Date _____

Initials: _____

Fitness Center Rules

1. Pool/Fitness hours are dawn to 11:00 p.m.
2. Pool/Fitness cards are to be used by owners, guests, and tenants. Climbing over the fence is not allowed. Individuals without an access card should not be granted access and will be asked to leave.
3. No glass containers inside the white fenced area of pool – this includes the fitness area.
4. Use of the fitness Center is limited to guests who are 15 years or older.
5. Any rule violations or inappropriate behavior in the pool or fitness area will result in revoked privileges.

****Work out at your own risk – Owners assume no liability of any injuries***

Signature _____ **Date** _____

Initials: _____

Mandatory Check-Out list:

- Check-out time is 11 a.m. (Florida Time)** - If you do decide to leave earlier, please text the owner that you have departed, so the housekeeping staff can come by to prepare the home for our next incoming guests.
- A/C - HEAT Thermostat** - In summertime / warm weather, please leave the air conditioning set at 80 degrees. In winter months please leave the heat set at 60 degrees.
- Turn off all lights & appliances** & return any moved furniture back to its original place.
- Close and lock all windows** – Assure that the house is locked and fully secured at departure.
- Return house keys** – Make sure the original entry key has been returned to the lock box outside and the house key containing the Beach Club pool card / gate card is hanging on the inside hook by the front door.
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Helpful Check-Out list: *(only if you have the extra time)*

- Trash** – Please remove all garbage to the outdoor trash can and place it at end of driveway curbside.
- Used bathroom towels** - Please pile used towels on the floor in the bathrooms.
- Used bedding** - Please strip all used sheets & pillow cases off the beds and pile them on the bedroom floors, include any other linens or bedding that needs to be washed.
- Dishes** – Rinse and load all dirty silverware/dishes to the dishwasher.
- Outside** – Please make sure all beach equipment/toys are cleaned and placed back into the outdoor container. Make sure outside water is fully shut off
- Leave a note if there are any issues in which the housekeeper needs to pay extra attention. MAKE A REPORT OF ANY OBSERVED CONCERNS OR DAMAGES**
 - Most all guests will have extra items they will not be able to take home. Please do not throw any items away that can be recycled or used by our future guests or housekeeping staff.

Initials: _____

Expectations of Our Housekeeper

- After every stay, housekeeping will assure that no items have been broken, are missing, and will provide a routine cleaning of the property.
- We make sure to describe our home as "self-catering" When our guests choose to rent our home they look after their own needs. There is no daily cleaning or maid service. Our home will be set up with fresh bed linens, bath towels, and a limited amount of toiletry start-ups. It is the guest's responsibility to purchase their own toiletries needed during their stay as well as conducting all during the week cleanings i.e. trash, dishes, laundry, etc. They can utilize our washer and dryer for any of their laundry needs. Our kitchen is equipped with microwave, stove, dishwasher and all the standard/basic cooking utensils. **Anything specific that our home does not have, guests must bring or purchase.**
- Our guests treat our properties as their "home away from home". The expectation is that they will leave the property in a "reasonable state of cleanliness". Our property should be left in the same condition it was when the guests checked-in.
- **Guests are asked to verify their arrival with a text message directly to the owner 317-403-4404 – indicating they have arrived and have inspected the quality and cleanliness of the home and property.**
- **Cleaning expectations:**
- Inspect the property for any items of value left from previous guests – immediately report to homeowner!
- Change, wash, and present all fresh linens and towels
- Empty refrigerator of any perishable or opened foods left behind, wipe down the shelves
- Clean kitchen and fridge, empty ice
- Check and replace as needed any light bulbs, furnace filters, and clean the lint out of dryer
- Clean & sanitize all toilets, tubs, showers, sinks, mirrors and bathroom glass
- Clean rugs, sofas/chairs (under seat cushions) - spot removal as needed for any stains.
- Vacuum and mop all floors and stairs thoroughly
- Dust - clean all window blinds, sills, furniture, lamps, under beds, lighting, fans, and any needed decor
- Sinks drain properly, no knobs are loose, remotes have batteries, doors are always locked
- Clean mirrors, television screens, windows, and door handles
- Clean all appliances, counters, cabinets, and inside microwave & toaster
- Take all trash away or place curbside for pickup
- Sweep outside porches / balconies, arrange & wipe down patio furniture, conduct all upkeep as necessary
- Provide initial supply of basic toiletries: Replenish soaps, tissue, and toilet paper in every bathroom
- Stage house – check alarm clocks for correct times and make sure alarms are not set – Adjust Thermostat accordingly
- Report damages or any concerns – make documentation via a text and photos to the owner
-
- ***If you feel our home is not cleaned to your satisfaction at the time of your arrival please contact the owner immediately - any issues related to cleaning will not be honored after the day of arrival!**

Initials: _____