

## SEA GRAPE INN

### Guest Contract / Rental Agreement

In consideration of the monies received and the mutual promises contained herein, the Property Manager (Manager) of the subject Rental Unit(s) hereby agrees to give permission to use the Rental Unit and Property to the undersigned, (herein referred to as Guest), for the specific dates described in the reservation form and in the confirmation e-mail, under the conditions stated herein.

**Advance Payment:** Guest agrees to pay the Property Manager an Advance Payment (25% of total rental amount, 90 days or greater, prior to reservation stay) in the amount specified on the reservation form and in a confirmation e-mail. Advance payment of 25% of the total rental amount is used to secure the property for reservations and is due at the time the reservation is made.

**Final Payment:** Guest agrees to pay the Property Manager the final payment 30 days prior to their arrival dates in the amount specified on the reservation form and in a confirmation e-mail. This amount will automatically be charged to the card on file for the reservation.

#### **Cancellation Policy:**

~Cancel 91 days or more prior to arrival date, guest will receive a full refund less a \$250 administration fee.

~Cancel 31-90 days prior to arrival, guest will receive a full reservation credit for a future booking valid for 1 year (credit will be less any booking/transaction fees). Original reservation pricing is not guaranteed. Guest will be required to pay the difference if there is a price increase for new booking dates.

~Cancel 30 days or less prior to arrival (or if renter is a no show), No Refund or Booking Credit will be provided.

**Damage Policy:** Guests are required to purchase vacation damage/liability insurance at the time of booking their reservation, which will automatically be added to the reservation total: cost of \$69 per stay and covers a stay up to 30 days. Each additional 30 day stay will require an additional \$69 damage policy to be purchased.

**The damage/liability insurance is mandatory** and will cover any damages or missing items in the guest rental unit or property, as needed. This damage/liability enables The Sea Grape Inn to rent to guests without requiring a refundable damage deposit.

**Check in:** Check in at 3:00 p.m. EST on the Arrival Date specified on reservation form and in confirmation e-mail.

**Checkout time:** Checkout is NO LATER than 10:00 a.m. EST on the Departure Date specified on the reservation form and in the confirmation e-mail.

**Parties and Events:** Parties and/or Events of any kind must obtain prior written approval from the Manager. Guests who violate this policy are subject to suspension or removal without a refund. Any party and /or event that violates the property rules or happens without the knowledge or consent of the Manager is prohibited. Guests must assume all responsibility to obtain any special permits as may be required from Town of Longboat Key for any Party and/or Event that may violate local ordinances. Guests shall be liable and hold Manager and the Sea Grape Inn harmless from any violation that may occur from such Party and/or Event. Guests are responsible for all costs and expenses associated with their parties and their invitees, including claims of neighbors and tenants.

**Pets or Service Animals:** Pets or Service Animals are Not Allowed on the property or allowed to stay in the rental unit.

**Smoking is Prohibited (Including E Cigarettes and Vaping):** All rental units and the property are NON-SMOKING. Any form of smoking is prohibited inside the rental units, including the lanai (screened porch), as well inside any common areas of the property. **There will be an additional minimum charge of \$1000 for any violation of this policy**, which will be charged to the credit card on file.

**Notification:** It is the Guest's sole responsibility to inspect the Property upon arrival. Guests assume the entire risk of injuries arising from the use of the Property.

**Property Inspections:** All problems, including inadequate cleaning and damage must be reported to the Property Manager within 24 hours of check-in for the prior guest to be held responsible. Property Manager reserves the right to enter premises at any time for the purpose of effecting necessary inspections, repairs, or maintenance.

**Occupancy:** The maximum number of occupants allowed in the Rental Unit is specified in the reservation. Overcrowding or misrepresentation is grounds for immediate revocation of the permission to use the Rental Unit and Property, as well as removal of Guest without refund. The Guest is the person who will occupy the Rental Unit. Parents may not book Rental Units for their children that are under the age 25 years old, unless the parents are staying in the Rental Unit or a 2<sup>nd</sup> Rental Unit on the Property during the same dates as their children. The Guest must be staying in the Rental Unit for the entire time of the reservation and take full responsibility for the Rental Unit. Small children are the responsibility of the Guest. Children should not roam free on balconies, climb on furniture, hang out of windows, or engage in other unsupervised activities. Use is at your own risk.

**Personal Items:** The Property Manager and Property are NOT responsible for the theft of any guest's personal items during the stay or left in the Rental Unit after guest checkout.

**Restrictions on Rental Unit and Property Use:** Guests are prohibited from engaging in any unlawful activity or any other activity that constitutes a nuisance. Violation of this provision will result in a warning. If the behavior or activity continues after the warning, the Guests permission to use the Rental Unit and Property can be revoked without a refund. All Guests must comply with the Rental Unit and Property Rules and Regulations that are provided in each Rental Unit Information Notebook. The Property may not be used for any activity in violation of local, state or federal laws.

**Subletting and Assignment:** Guests may not sublet, sublicense, or otherwise grant any rights to the Property.

**Attorney's Fees:** If Property Manager consults legal counsel or a professional collection service for collecting any amounts due to Property Manager under this Agreement, Guest shall be responsible for all costs of litigation and/or collection in case of such, including actual attorney's fees.

**Limitations on Rental:** The Property Manager will not be liable for circumstances beyond their control, including unfavorable weather or Acts of Nature. There will be no relocation, rental pro-ration or refund in the event of such circumstances. In the event Manager is unable to deliver the Property to Guest because of, fire or mandatory evacuation, Guest agrees that Manager's sole liability, as a result of any of these conditions, will be a full refund of all payments tendered by Guest, minus a \$250

admin fee. Guest expressly acknowledges that in no event will the Manager be held liable for any other condition out of the control of the Manager, or for any incidental or consequential damages, including but not limited to, expenses that result from moving or for any other losses.

**Tenancy:** The Guest acknowledges that this is NOT a tenancy for the Rental Unit and Property. The Rental Unit and Property are not rented for more than the days reserved by the guest, unless extended by guest and approved by the Property Manager, and is taxed and treated as a transient occupancy, akin to hotel accommodations. Property laws do not apply to the license granted herein, and the Guest may be removed as a trespasser immediately upon termination of this permission to use. The Property is rented on regular short-term periods and for a significantly higher rate than a non-vacation rental. Often a Guest is scheduled to begin a vacation in the Property on the same day as the checkout day of another prior Guest. If a Guest stays even one additional day, the Manager will face significant logistical problems with the next Guest, including possible liability. As such, Guest agrees to vacate immediately on the checkout day at 10:00 a.m. EST. Failure to do so will entitle Manager, in addition to all other remedies available to them, to have Guest ejected by law enforcement as trespasser and to physically remove Guest and all of Guest's possessions from the Property (for which Guest hereby grants permission and consent) and obtain damages and injunctive relief against Guest.

**Indemnification:** Guest agrees to release the Rental Unit, Property and Property Manager from and against all liability should anyone be injured upon the premises during the term of occupancy resulting from any cause whatsoever, except in the case of personal injury caused by willful gross negligence on the part of the Property Manager.

**Effective Date:** Notwithstanding anything to the contrary, this Guest Contract / Rental Agreement is binding and effective when no signature is required, and Guest's affirmative assent to the terms is expressed by Guest's reservation of the unit. If a Guest desires to terminate this agreement due to lack of assent, he/she must do so within 90 days of the arrival date.

**Governing Law:** The terms and conditions stated herein will be interpreted by and governed under the laws of the State of Florida and any action arising out of this agreement shall be litigated in the State of Florida.

**Attorney's Fees:** In the event of any action or proceeding commenced by any party, the prevailing party in such action or proceeding shall be entitled to recover from the other party all cost and expenses thereof, including actual attorney's fees and cost.

**Entire Agreement:** This Agreement sets forth the entire understanding of the parties and supersedes all prior agreements or understandings, whether written or oral, with respect to the subject matter hereof. No amendment or modification hereto shall be binding unless made in writing and signed by the parties hereto.