

# TERMS OF TRANSIENT RENTAL- TROPICAL PARADISE VILLA

## **OCCUPANCY**

The party leader is the person who is making the booking, providing the payment (name on cc or other forms of payment), providing the government issued ID, and is staying in the home. Additionally, the party leader is responsible for all the registered guests to ensure they adhere to this Terms of Rental. All persons staying in the home are referred to as guest(s) in this document. The party leader must be 25 years of age or older, unless the party leader is active military with valid military ID. (Florida Statute 509.095)

The Party leader agrees, and the owner permits the rental period to begin and end on the dates/times shown on the rental agreement below.

A transient rental is any unit that is occupied for the purposes of sleeping, lodging, or similar reasons for a period of 30 consecutive days or less in exchange for a fee or similar consideration.

**Only the persons listed in this booking contract are allowed in the property at any time. No parties or events can be held in the home.**

Our occupancy maximum is 8 persons total (including children and infants). If occupancy is over maximum occupancy of 8, we reserve the right to all evict guests without a refund.

## **CANCELATION POLICY**

Cancellations are non– refundable. We recognize that unforeseen circumstances such as illness can occur and recommend that guests purchase trip cancellation insurance from a private carrier.

If there is a \* **HURRICANE WARNING** issued by the National Hurricane Center, or posted on NOAA.gov for Osceola county within 48 hours before or after your due arrival, you can chose to take a "rain check" on your vacation, and rebook at a later date without penalty. Please note that you are free to book anytime at or above the price originally booked, provided you pay any difference in the rate and we have availability.

*I agree that I am a transient guest.*

*I agree that this reservation is for nightly accommodations only for the persons listed in this contract.*

*I agree I am not having a party or event.*

*I agree to the occupancy and cancellation policies.*

## **DAMAGES**

Where the guest has paid an Accidental Damage Waiver (ADW) non– refundable premium fee with the rental agreement, which covers both the guest and the owner for accidental damage up to a maximum value of \$500. This is done in lieu of a security deposit. It takes effect at time of check-in and terminates on the booked departure date or the actual departure of the guest, whichever occurs first.

Further, the guest acknowledges and understands that party leader must notify the owner of any damage that occurs during their stay immediately to avoid penalties. The guest agrees that the management company and/or the owner can charge additional fees to cover loss or breakage of inventory items and/or damage to the property or its equipment.

Party leader is expected to leave the premises in clean, orderly and undamaged condition. We reserve the right to charge you for any damage and/or any additional cleaning

Where loss or damage to the property, the inventory, or equipment exceeds \$500, the management company and/or the owner will bill the party leader for the shortfall, and the party leader agrees to pay within 14 days. If the party leader fails to pay any such shortfall, the management company and/or the owner reserves the right to exercise any legal remedies to pursue the amount owed from the party leader. Where the management company and/or the owner finds damage or loss to the property following the guests departure that, in the view of the management company and/or the owner, constitutes malicious or wanton damage, the management company and/or the owner reserves the right to notify law enforcement authorities and prosecute, in addition to billing the party leader for the full amount of repair or replacement, and the party leader agrees to pay within 14 days.

*Party leader shall be solely responsible for any property damage, accident or injury caused to any person, or loss sustained by any person, arising out of, or in any way related to guest(s) use of the premises and amenities.*

I agree to damage terms above.

## RESORT RULES INCLUDING PARKING, QUIET HOURS, TRASH

Emerald Island Resort gate is manned and secured 24 hours a day.

Party leader agrees to follow all the resort rules, including quiet times, which is **11:00pm to 7 am**.

**Driveway parking is limited to 2 vehicles.** In odd-numbered months, street parking is on the odd-numbered side of the road, and in even-numbered months parking is on the even-numbered side of the road. Failure to comply will result in your car being towed by the resort security. At no time are the wheels of a vehicle to be on the lawn. Do not use any other neighbor's driveways for parking. The resort does not allow RVs, campers, buses, boats or trailers to be parked on the property. Storage for these vehicles can be arranged with an outside storage facility. Contact us for a name of a storage company who provides this service.

The proper management of trash is posted in the home. Use only the bins labeled for the home. Additional trash can be taken to the trash compactor. **Failure to abide by it will result in a fine imposed by the HOA. It is the guest's responsibility to pay such fine.**

I agree to follow all resort rules.

## HOUSE INFORMATION, RULES, AND CONDUCT

### CHECK IN & CHECK OUT TIMES

Check in is after 4pm.

Check out is before 10 am.

Early check-in or late check-out arrangements (if available) must be made at least 60 days prior to arrival.

Unauthorized early arrivals will result in any early arrival fee of \$75. This includes using the external facilities of the home i.e.. pool.

Changing check out times after arrival will result in \$75 (plus tax) charges.

### HEATING/COOLING

The party leader agrees and understands that the air conditioning unit is not to be set below 73° F and heat is not to be set above 73 F. Party leader also understands that running the AC below 73°F or running the AC when the outside temp falls below 65°F can result in freezing up the unit and cause permanent damage. Party leader agrees to notify management company/owner immediately if AC is frozen and agrees to pay any additional charges incurred to fix the unit. The home is equipped with a Nest Thermostat and a record is kept of all changes made to the temperature. DO NOT leave doors or windows open while the system is running.

### POOL

Parents are responsible for the safety of their children at all times. The retractable safety fence is mandated by Florida state law. Be sure you are using the fence when the pool is left unattended. Each entrance from the home to the pool is also equipped with an alarm. Please do not turn these alarms off, as they are there for safety for children. Children must always be supervised in pool area. DO NOT use coins or metal objects in pool.

### POOL HEAT

Pool heat can be provided for a fee of \$25.00 per night and is recommended for October 31- March 31. A minimum of seven nights is required to turn pool heat on. Heat is turned on the day of guest arrival. Pool heat is not allowed to run between 8 PM and 8 AM per local ordinance. We strive to reach a daytime temp of 75 degrees within 24 hours of arrival, however the temperature of the pool is directly impacted by ambient temperature, sunshine and weather. We cannot guarantee pool temperature.

The management company and/or the owner do not accept liability for failure of pool heat to provide adequate heating where pool heat is provided via an electrical heat pump, and where the outside air temperature drops below 55 degrees Fahrenheit. Electric heating pumps do not operate effectively below this temperature, and failure of such devices to heat the pool is outside of the management company's and/or the owner's control and is regarded as an act of nature.

### PETS

Pets are not permitted in the property. Where a guest is found to have brought a pet to the property a bill of \$500 will be made to the guest to compensate for additional cleaning requirements, which the guest agrees to pay within 14 days.

## **SMOKING/VAPING**

Smoking/Vaping is not permitted in the homes or on the property. Any smoking/vaping in or on the home property will result in charges for cleaning and/or deodorizing the unit. The cost is usually around \$300.00. Please smoke at the curb at the street.

## **PERSONAL PROPERTY OF TROPICAL PARADISE VILLA**

Appliances such as stove and refrigerator are the personal property of the owners. Removing them from the premises is strictly prohibited. Bringing in additional appliances (such as refrigerators or freezers) from other homes or from a rental company is strictly prohibited.

The usage of any materials such as nails, adhesive tape and or glue, that is attached to property, including walls, cabinets, floors, or furniture is strictly prohibited and will result in additional costs for repair and cleaning. The party leader agree to pay for damages within 14 days.

## **SELF CATERING**

This is a self-catering home and you will need to provide your own toiletries, food, etc. All linens, pots and pans, and eating utensils are supplied. We supply a small amount of toilet paper and hand soap to get you started. All leftover foods from previous guests are removed from the premises.

## **BBQ GRILL AND BABY EQUIPMENT**

Use of the BBQ grill and baby equipment is done at your own risk. Inspect each equipment before use. These items are NOT cleaned by our housekeeping staff. Please make sure you have thoroughly cleaned them after each use.

## **GUESTS UNDER 18 YEARS OF AGE**

The guest must ensure that children are always supervised. It is the policy of the management company and/or the owner that all children under the age of 18 years are not left in rental accommodation unsupervised during the rental period.

## **EXTERIOR SECURITY SURVEILLANCE**

Both the resort and the home are equipped with EXTERIOR security surveillance system that records, sends video, audio, or still pictures.

## **SERVICE ANIMALS**

Under federal law, our home accepts animals who are Service Animals. A service animal is not a pet or emotional support animal. The Service Animal must meet ADA qualifications. You must tell us you are bringing your ADA compliant animal at the time of booking. The handler must be a listed registered guest on our Terms of Rental.

You are required to answer the 2 following questions properly at the time of booking.

- Is the animal a service animal required because of a disability?
- What work or task has the animal been trained to perform?

A separate policy will be issued for your signature that outlines the ADA guidelines.

## **FLORIDA LAW AND STATUTES/ CRIMINAL ACTIVITY**

Party leader and all guests agree not to engage in any illegal activity in the home. This includes, but not limited to illegally possessing or deal in controlled substances as defined in chapter 893 or is intoxicated, profane, lewd, or brawling; who indulges in any language or conduct which disturbs the peace and comfort of other guests or which injures the reputation, dignity, or standing of the establishment; Such activity will result in immediate removal from the home by the Osceola County Sheriff Department in conjunction with the homeowner, management company and resort officials.

## **FRAUDULENT STAYS**

FL Statue 509.151 states: Any person who obtains food, lodging, or other accommodations having a value of less than \$300 at any public food service establishment, or at any transient establishment, with intent to defraud the operator thereof, is guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083; if such food, lodging, or other accommodations have a value of \$300 or more, such person is guilty of a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

## **LIABILITIES AND RESPONSIBILITIES**

Party leader hereby agrees to indemnify and hold the Homeowner (or designated agent) harmless from any and all claims, including those of third parties, arising out of, or in any way related to Guest(s) use of the premises and amenities.

The management company and/or the owner do not accept liability for acts of violence, nature, fire, flood, war, civil disobedience, riot, or other force majeure that may have a deleterious effect on the guest.

The management company and/or the owner agrees to a service level for the remedy of any problems found at the property, either on arrival of the guest, or during the rental period. The management company and/or the owner agrees to provide a maximum 24-hour response to remedy problems that, at the sole discretion of the management company and/or the owner, constitute emergencies, which would affect the safety of the guest. Any problems arising during rental period at the property that do not constitute an emergency as determined by the management company and/or the owner will be remedied during or after the rental period, based on the severity of the problem, at the sole discretion of the management company.

The management company and/or the owner makes all reasonable efforts to maintain each property and its equipment in good working order. Wherever commercially possible, repairs are performed within 24 hours, but sometimes delays are inevitable. No refunds are granted for malfunctioning mechanical or electrical equipment including (but not limited to): inoperable appliances, air-conditioning units, pools and/or spas. No refunds will be given for unfavorable weather, early departure, utility service interruption, construction, or maintenance issues. Additionally, there are no refunds for faulty recording or playback equipment, TVs, audio, telecoms, cable reception, computer equipment or internet access.

The management company and/or the owner do not accept liability for equipment failure and or services in the property. In the event of failure of equipment, the guest must notify the management company and/or the owner within 1 working day such that the management company and/or the owner may elect to affect a remedy to the failure.

The management company and/or the owner do not accept liability for lost or stolen personal property of the guest from the property during the rental period (FL Statute 509.111). If property of the guest is lost or stolen, the guest should advise the appropriate authority first, and then the management company and/or the owner of the lost or stolen items.

The management company and/or the owner or its representatives may enter the property at any time, without notice, for the purposes of protection and/or maintenance of the property. Wherever possible, the management company and/or the owner will provide notice to the guest prior to such entrance.

The management company and/or the owner accept no liability for personal loss or injury to the guest during the rental period. The guest must ensure that they have adequate insurance cover. Use of BBQ Equipment and Baby Equipment is done at the guest's sole responsibility.

The management company and/or the owner do not accept any liability for the acts or omissions of any agent. These include but are not limited to, airlines, car hire companies, travel agents, ticket agents, homeowners, or utility providers.

*Party leader and all guests hereby agrees to indemnify and hold the Homeowner and the management company harmless from any and all claims, including those of third parties, arising out of, or in any way related to guest(s) use of the premises and amenities.*

## **DEPARTURE CLEANING**

The guest has paid departure cleaning fee with the rental agreement. This fee is to cover the home cleaning after your departure. If you want additional cleaning during your visit it can be provided for \$120.00 plus tax for each cleaning. Please indicate this in your booking request

## **CHECK OUT PROCEDURE**

- Start one load of laundry
- Start the dishwasher with all dirty dishes
- Dispose of any foods that you will not be taking with you

- Make sure all trash and recycles are put into the proper receptacles on the left side of the home. Trash that will not fit inside the bins so that the lids close properly must be taken to the trash compactor. You will need to use your gate entry card to access the area.
- Be sure to clean the BBQ grill or baby equipment if utilized.

*I understand and agree to abide by the house information, rules, and conduct.*

**Complete directions and access instructions to Tropical Paradise Villa will be issued about 30 days prior to arrival. Full payment and signed Terms of Rental must be received to receive the information.**

Today's Date

Party Leader

Arrival Date

Departure

Pool heat

Total Cost of booking (room rates, pool heat, fees, taxes, but not including platform fees)

Adults

Children

Florida law (509.101) requires us to maintain a list of all persons staying in the home for two years.

Adult names (18 and over)

Children's (under 18) first names & ages

Number of vehicles entering the resort

Party Leader signature

Full Billing Address

Cell phone

ID