

Property Rental Agreement

Haglund Beach House
25 S. Belize Lane, Rosemary Beach, FL 32461

Thank you for your interest in renting our home. This agreement defines the terms and conditions between Tenant and Owner for the short term rental of the Haglund Beach House, located at 25 S. Belize Lane, Rosemary Beach, Florida 32461.

There shall be no refunds of rents due to shortened stays or ruined expectations because of weather conditions, or ruined expectations due to work and family emergencies or other commitments.

1. **Hurricane / Storm Policy** – No refunds will be given unless:

- a. The National Weather Service orders mandatory evacuations in a "Tropical Storm/Hurricane Warning area" and/or
- b. A "mandatory evacuation order has been given for the Tropical Storm/Hurricane Warning" area of residence of a vacationing guest.
- c. The day that the National Weather Service orders a mandatory evacuation order in a "Tropical Storm/Hurricane Warning," area, we will refund pro-rated amount of days remaining on the agreement, not to include cleaning fee.

2. **Cancellation Policy**: Our cancellation policy is as follows:

- a. Reservations cancelled from date of booking up to 60 days prior to arrival date are subject to a 5% cancellation fee of property rental cost, not including taxes, cleaning and deposit, the balance of which is refundable within five (5) days of notice of cancellation.
- b. Once inside 60 days, all rental payments including tax but excluding cleaning fee and damage deposit, are non-refundable for any reason.
- c. There are no refunds for early departures.

3. **Damage Deposit**: A damage deposit of \$1500.00 is required and is fully refundable within ten (10) days of departure date, provided the following provisions are met.

- a. Maximum occupants not exceeded (see item #4)
- b. No damage is done to cottage or its contents, beyond normal wear and tear.
- c. No linens, towels or household items are lost, missing or damaged.
- d. House is left in a picked up and generally "clean" status, with allowance for required housekeeping.
- e. All furniture (inside and patio), toys, pillows, blankets and other contents are returned to their original location in the home.
- f. No charges are incurred due to contraband, pets or collection of rents or services rendered during the stay.
- g. All debris, rubbish & discards are placed in sealed trash bags in trash containers outside. Any trash placed in kitchen (or other) trash containers shall be placed in a trash bag.
- h. Soiled dishes are rinsed and placed in the dishwasher prior to departure.
- i. All windows are closed and latched and all exterior doors are left locked – secondary patio doors are double bolted (top/bottom latches).
- j. Both thermostats (downstairs, next to TV) and 3rd floor are left set on **Auto** and **Run Schedule**.
- k. All lighting and fans are turned off.

- l. Rosemary Beach guest pool passes and beach rubber bracelets (2ea) are left on the wall holder next to the kitchen door. Missing pool passes and/or beach bracelets will incur a \$75.00 charge per pass for replacement cost.
 - m. Decorative rain chain (downspout) has not been damaged or pulled down from connecting point (\$150 re-hanging charge).
 - n. No early check-in or late check out without special arrangements made prior to check-in day.
 - o. **Late Check-Out**; defined as failure to fully vacate the property including the parking area after 10:00am CST day of check-out, is subject to a \$150.00 fee.
 - p. We inspect every home after each guest departure and if there is unreported loss or damage discovered after your stay, we will use the damage deposit and charge your credit card if necessary. Please report any damage while you are staying in our home or we will be forced to assume they occurred during your stay and bill for repairs.
4. The minimum age to rent the home is **35**. Tenants shall have no more than **6 adults** (defined as persons 21 years or age or older) and/or a **total of 12 people** (including children) residing and sleeping on the premises. Falsifying the number of adults and children (under 21 years or age) as part of the booking process is cause for forfeit of all rental fees, tax, cleaning and damage deposit and immediate termination of the rental agreement.
5. The cleaning charge does not imply the premises shall not be left in an organized, picked-up, and ready to rent condition once a basic cleaning is performed. Tenant agrees to use the premises in a careful and lawful manner. Tenants shall pay for additional cleaning, preparation, maintenance and repairs should the premises be left in a lesser condition. Tenant agrees that the Owner shall deduct costs of said services from the security deposit prior to refund if tenants cause damage to the premises or its furnishings over and above normal wear and tear.
6. **No more than two (2) vehicles** may be parked in the driveway; additional vehicles must be parked on East Water or other marked, unreserved parking spots in the community.
7. **Tenant agrees that air conditioning shall not be set below 70 degrees** and heat shall not be set above 75, and that the fan setting shall be left on "Auto". Failure to follow Owner instructions on operating heating and/or air conditioning may cause the unit to freeze up, loss of heating and/or cooling in the home, and partial deposit forfeit to cover service costs. Doors and windows shall be closed when either heat or air conditioning is in operation, and fans should be turned off when not present in a room or on the patio(s).
8. No animals or pets of any kind on the premises. Evidence of pet(s) in the home will incur full forfeit of damage deposit and possible additional cleaning and/or repair charges.
9. Cable TV is provided and service level has been chosen by the Owner. No refund of rents shall be given for outages, content, lack of content or personal preferences with regard to cable TV service.
10. High speed wireless internet is provided as a convenience only and is not integral to the agreement. No refund of rents shall be given for outages, speed, access problems, lack of knowledge of use, or personal preferences with regard to internet service.
11. The Tenants shall dispose of all waste material generated during the rental period in a lawful manner and put the trash in the receptacles located at the driveway entrance.
12. Should the Tenants violate any of the terms of this agreement, the rental period shall be terminated immediately. The Tenants waive all rights to process if they fail to vacate the premises upon termination of the rental period. The Tenants shall vacate the premises at the expiration time and date of this agreement.
13. The Tenants shall not sublet the property.

14. The Tenants shall behave in a civilized manner and shall be good neighbors respecting the rights of the surrounding property owners. The Tenants shall not create noise or disturbances likely to disturb or annoy the surrounding property owners. Creating a disturbance of the above nature shall be grounds for immediate termination of this agreement and Tenants shall then immediately vacate the premises. **Quiet hour starts at 10 PM and noise should be kept to a minimum.**
15. There shall be no smoking inside the premises or subject to a minimum \$1,0000 cleaning charge. Smoking is permitted outside the home. Please properly dispose of any ashes/butts.
16. Owner shall provide basic items (towels, linens, cups, knives, forks, spoons, dishes) and a limited amount of toilet paper, soap, dish detergent, laundry soap, shampoos and other items as commonly used by the Owner's family, Other consumables are to be purchased by the Tenant. No reimbursement will be made for unused consumables left at the premises. If consumables exist at the premises when the Tenant arrives the Tenant is free to use them.
17. Tenants and Tenants' Guests shall hereby indemnify and hold harmless the Owner against any and all claims of personal injury or property damage or loss arising from use of the premises regardless of the nature of the accident, injury or loss. Tenants expressly recognize that any insurance for property damage or loss which the Owner may maintain on the property does not cover the personal property of Tenants, and that Tenants should purchase their own insurance for Tenants and Guests if such coverage is desired.
18. Tenants agree to pay all reasonable costs, attorney's fees and expenses that shall be made or incurred by Owner enforcing this agreement.
19. Tenants expressly acknowledge and agree that this Agreement is for transient occupancy of the Property, and that Tenants do not intend to make the property a residence or household.
20. We occasionally experience equipment and our service failures/outages that are beyond our control and promise to address them as expeditiously as possible. However, no refunds or compensation will be given for any outages.
21. It is the Tenant's responsibility to learn about safety precautions, warning signs of water conditions, and safety procedures concerning swimming in or being around the pool and ocean. Tenant agrees to have a responsible adult supervising minors while they swim in community pools and the ocean. Tenant is hereby notified that the pool and ocean can be dangerous and tenant accepts fully the risks involved.
22. No firearms, fireworks and other hazardous materials are allowed on the premises.
23. Tenant shall use the property for legal purposes only and other use, such as but not limited to, illegal drug use, abuse of any person, harboring fugitives, etc; shall cause termination of this agreement with no refund of rents or deposits.
24. Tenant agrees not to access the owner's closet, owner's kitchen storage, paddleboard stored above the 2nd floor living area, and/or any storage area or any Owner designated areas of the home, even if unlocked, which may contain cleaning supplies, chemicals or worse adult beverages that could be hazardous to children and adults.
25. The property has a fire extinguisher under the kitchen sink. The fire extinguisher was fully charged at last inspection. It is the duty of the Tenant to inform management immediately should the fire extinguisher become less than fully charged. Tenant agrees to use the fire extinguisher only for true emergencies.
26. The property has smoke alarms installed and are believed to function properly at the time of rental. Tenant will notify Owner without delay if a fire alarm "chirps" and/or exhibits a low battery condition.

27. Owner is not responsible for any loss or theft of Tenant property. Tenant shall see to their own security while in the property by locking doors, windows, etc. when prudent to do so.
28. Valuable items left behind by Tenant will be held for the Tenant and every reasonable effort will be made by Owner to contact the Tenant for return. If items are not claimed for longer than three (3) months they shall become the property of the Owner. The Owner shall not be held liable for condition of said items.

I/We agree to abide by the above terms & conditions of this property rental agreement.

Tenant Name _____

Signature _____

Date _____

Tenant Name _____

Signature _____

Date _____