

# 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. As per the Osceola County, this includes 24/7. If you are planning any daytime visitors, we must be notified of the days, times, and names of the visitors in advance.**

\_\_\_\_\_ Our occupancy maximum at any time 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. This includes day visitors.

## **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. Any day visitors must be registered with us in advance.

\_\_\_\_\_ I agree to the occupancy and cancelation policies.

## **DAMAGE DEPOSIT**

***With every booking, we require a \$300 damage deposit (also known as a security deposit) from the party leader. The damage deposit covers any accidental damage that occurs during the guest stay. As a guest you are responsible for any damage to our property up to the amount of your damage deposit.***

\_\_\_\_\_ 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.

\_\_\_\_\_ Further, the guest acknowledges and understands that party leader must notify the owner of any damage that occurs during their stay immediately.

\_\_\_\_\_ 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.

**Please read and acknowledge the Damage deposit policy below depending on where you booked your reservation.**

\_\_\_\_\_ **VRBO Booking Damage Deposit**

*Vrbo will collect \$300 at the time of your booking to be held by them for a damage deposit.*

After your departure, our cleaning staff provide us with a video of the condition of the home. Any damage that is found will be video recorded and reported to us. In the event there is damage, we reserve the right to report that damage to VRBO. *You will be notified of the filing a claim with Vrbo. In the case of damage may not receive back all the money paid.*

*If no damage:*

*You will automatically receive that amount back once you have completed your stay, provided the housekeeping do not report any damage to the property.*

*It can take up to 14 days for the damage deposit to be released back to your original form of payment. Additionally, your financial institution may take five to seven working days to release the money into your account.*

*If a booking was charged in a different currency, the payment and refund totals may vary based on currency exchange rates and bank-issued exchange fees.*

\_\_\_\_\_ **Direct Booking Damage Deposit**

14 days before arrival to the home, we will place a \$300 hold on your credit card on file. **Please note that the credit card MUST be the same card used with your payment for the booking.**

After your departure, our cleaning staff provide us with a video of the condition of the home. Any damage that is found will be video recorded and reported to us. In the event there is damage, we reserve the right to fully charge your credit card the \$300. If damage repairs or replacements come to less than \$300, we will refund the difference minus any credit card fees.

If no damage is found

The hold on the credit card will be removed with 5 days after departure.

#### **ADDITIONAL CHARGES**

\_\_\_\_\_The guest agrees that the owner can charge additional fees to cover loss or breakage of inventory items and/or damage to the property or its equipment.

Where loss or damage to the property, the inventory, or equipment exceeds \$300, **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 owner reserves the right to exercise any legal remedies to pursue the amount owed from the party leader.

Where the owner finds damage or loss to the property following the guests departure that, in the view of the owner, constitutes malicious or wanton damage, 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.

## 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. Emerald Island Resort staff monitor the trash on a daily basis.**

## HOUSE INFORMATION, RULES, AND CONDUCT

### CHECK IN & CHECK OUT TIMES

Check in is after 4pm.

Unauthorized early arrivals are not allowed at any time. This includes using the external facilities of the home such as the pool. Your entry key code will become active at 3:45 pm.

Check out is before 10 AM.

Your entry key code will become inactive at 10:30 AM.

**During COVID-19 all early check-ins and late check-out are suspended.**

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.

### COVID-19

\_\_\_\_\_ **During COVID-19 pandemic we are adhering the state, county and local laws for our guests and cleaning staff. Some amenities are limited by law. Please refer to the information you receive 30 days prior to arrival and on the day of your arrival. You are responsible to comply with all state, county, and local regulations regarding COVID-19.**

### 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**

Solar pool heat is provided free of cost year-round. In the wintertime, the solar is set to 88 degrees, and in the summer, it is set to 83 degrees. Depending the sunlight, the temperature of the pool can vary.

Additional electric 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 owner does 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 owner's control and is regarded as an act of nature.

## **PETS**

Pets are not permitted in the property at any time. 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.** Please smoke or vape at the street sidewalk. 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 agrees 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 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 and all guests 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 owner does 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 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 owner agrees to provide a maximum 24-hour response to remedy problems that, at the sole discretion of 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 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 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 owner does not accept liability for equipment failure and or services in the property. In the event of failure of equipment, the guest must notify the owner within 1 working day such that the owner may elect to affect a remedy to the failure.

The owner does 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 owner of the lost or stolen items.

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 owner will provide notice to the guest prior to such entrance.

The owner accepts 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 owner does 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.

## 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
- **COVID-19- Please wash and store any blankets that you have used**
- 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 Vrbo service platform fees or taxes remitted by Vrbo)

Adults

Children

Florida law (509.101) requires us to maintain a list of all persons staying in the home for two years. Please include and indicate any daytime visitors with day, time of visit. All visitors must be registered with the guard gate in order to be allowed entry.

Adult names 18 and over, sleeping in home

Children's (under 18) first names & ages

Daytime Visitors: Date, times, and names

Number of vehicles entering the resort