

# Five Star Beach Properties



## Rental Agreement

Mailing Address: Five Star Beach Properties, 12273 Emerald Coast Parkway, Suite 117, Miramar Beach, FL 32550

1. CHECK-IN TIME IS AFTER 4 P.M. CST AND CHECK-OUT IS 10 A.M. CST. NO Early Check-in or late check-out.
2. This is a NON SMOKING unit.
3. Pets are not permitted in rental home unless agreed upon at time of booking.
4. AGE REQUIREMENT – No reservations will be made to students or singles under the age of twenty-five. Parents must accompany their children under the age of twenty-five at all times. Underage drinking and/or partying are not allowed in any of the rental units. Restrictions may apply regarding the number of people that may accompany a parent or legal guardian. Non-compliance of these rules and regulations will result in immediate eviction with no return of any and all payments made.
5. DAMAGE WAIVER – All reservations are required to have the security benefit of CSA Insurance Services' Rental Unit Damage Protection to cover minor damages that may occur during your stay. If you are renting multiple units, the Rental Unit Damage Protection fee is charged for each rental unit – please see your rental statement for the damage waiver fee. This insurance plan covers unintentional damages to the rental unit interior that occur during your stay, provided they are disclosed to management prior to check-out. The policy will pay a maximum benefit of \$3,000.00. The guest will be responsible for any damages that exceed \$3,000.00, and will be charged to the credit card on file. If, during your stay at one of our Rental Properties, an Insured Person causes any damage to real or personal property of the unit as a result of inadvertent acts or omissions, the Insurer will reimburse the Insured for the cost of repair or replacement of such property up to a maximum benefit of \$3,000.00. Certain terms and conditions apply. Full details of the Rental Unit Damage Protection coverage are contained in the Certificate of Insurance or Insurance Policy. By submitting payment for this reservation, you authorize and request CSA Travel Protection and Insurance Services to pay Five Star Beach Properties any amount payable under the terms and conditions of the Rental Unit Damage Protection. By signing this agreement you waive your right to dispute any damage claims made with CSA or charges that are made to your credit card regarding this policy. View more information: <http://www.fivestargulfrentals.com/files/CSADamageWaiver.pdf>
- Non-billing stipulations include:
  - No damage to the property or theft.
  - No violations of rental or association policies.
  - Rental is left in a neat and orderly condition.
  - All garbage is removed from the house and pool areas.
6. PAYMENT – An administration fee of \$60 is added to each reservation for the processing of your reservation and is non-refundable upon cancellation. An advance payment of 15% of the rent + taxes is required in addition to the damage waiver and the administration fee. The BALANCE OF RENT is due 45 days before your arrival date.
7. PAYMENT METHODS – At the time of booking, an advance payment will be required (see above) by credit card or e-check. Accepted credit cards are VISA, Master Card and Discover. The advanced payment must be made at the time of booking. The final rent payment must be made with cash, check, or money order. If a guest chooses to pay the final balance with a credit card, a 2.5% processing fee will be charged. If you are booking within 14 days of the arrival date, a check will not be accepted – only cash or cashier's check.
8. CANCELLATIONS – A 60 day notice is required for cancellation. Cancellations that are made more than 60 days prior to the arrival date will receive a full refund of rent, less the damage waiver and administration fee. Cancellations of less than 60 days will result in a 100% loss of the rent. The loss can be avoided if CSA Travel Protection Insurance was purchased and the reason for cancellation is covered under the travel insurance policy. If you should have to cancel your reservation, please notify us immediately of any cancellation, and if you purchased the Travel Protection Insurance contact CSA to begin your claim.
9. TRAVEL INSURANCE – CSA Travel Protection Insurance is available through Five Star Beach Properties which covers cancellation or interruption of your stay, travel delay, baggage delay, rental car damage, and emergency/medical expense. For questions concerning the travel insurance or to make a claim due to a cancellation, please call CSA directly at 800-554-9839. The insurance premium, 6.95% of the total, is non-refundable and non-transferable. View more information: <http://www.fivestargulfrentals.com/files/CSAInsurance.pdf>
10. MONTHLY RESERVATION CANCELLATIONS – Monthly renters must cancel one hundred twenty (120) days prior to check-in. Monthly renters who make a change that results in a shortened stay must be made at least ninety (90) days prior to check-in.
11. MAXIMUM OCCUPANCY – There is a limit to the number of guests per rental. An additional charge of \$10.00 per person per night for additional guests will be assessed. THIS PROPERTY REQUIRES A 3 NIGHT MINIMUM STAY.

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12. **MINIMUM STAY** – Longer minimum stays may be required during peak seasons or holiday periods. If a rental is taken for less than three days, the guest will be charged the three-night rate.
13. **INCLUSIVE FEES** – Rates include a one-time linen-towel setup. Amenity fees are included in the rental rate.
14. **NO DAILY MAID SERVICE** – While linens and bath towels are included in the unit, daily maid service is not included in the rental rate however is available at an additional rate. We suggest you bring beach towels. We do not permit towels or linens to be taken from the units. Daily maid service is offered under the guest services at an additional cost.
15. **CLEANING FEE** – A housekeeping fee will be added to all reservations, regardless of the number of nights booked. The fee will vary depending on the size of the property. This is applied for cleaning and laundry services to an outside company upon departure. To avoid an extra cleaning charge: wash the dishes, take out the trash, and leave the property in a neat and orderly condition.
16. **NEIGHBORHOOD RULES/HOA** – Most homes located in residential neighborhoods controlled by a Home Owner Association. These associations have very strict rules that must be respected. Most violations warrant a fine that the guest will be responsible for paying. Many rental properties prohibit the on-site parking of recreational vehicles, personal watercraft (boats, trailers, jet skis, etc.) and/or restrict the number of motorized vehicles per rental unit.
17. **NOISE ORDINANCE** – Quiet time for all properties is 10:00 P.M. until 7:00 A.M., in conjunction with Florida county ordinances. Please be considerate of your neighbors. Radios, stereos, and all other musical or entertainment devices will be played in compliance with the decibel level. The decibel levels cannot exceed fifty (50) decibels between the hours of 10:00 P.M. and 7:00 A.M. outdoors. Music played inside may not be heard outside of the property with the doors and windows closed. At 10:00 P.M., all guests not staying at the property need to depart from the premises.
18. **POOL POLICY** – The renter accepts all risk of the pool and specifically agrees that no minor will swim in the pool unaccompanied by an adult. Some of the rentals have private pools that can be heated between October and early May. Requests to have the pool heated must be received at least 7 days prior to your arrival. Five Star Beach Properties strives to keep all of the pool heaters in working condition, but does not guarantee their operation due to the effects of the salt air on the equipment. Community or condominium pools are not controlled or maintained by Five Star Beach Properties, and cannot be held responsible for any inconvenience resulting from the pool.
19. **LIABILITY WAIVER:**
  - a. Owners and Managers of this property are not liable for loss, damage of property, injury to me or my guests during my stay on the premises.
  - b. I hereby release, waive, discharge and covenant not to sue the owners of this property, its officers, staff, agents, or employees for any liability, claim and or cause of action arising out of or related to any loss, damage or injury, including death that may be sustained by me or to any property belonging to me arising out of use of the house or property.
20. **FALSIFIED RESERVATIONS** – Any reservation obtained under false pretense will be subject to forfeiture of advance payment, deposit and/or rental money, and the party will not be permitted to check-in.
21. **HURRICANE OR 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. The day that the National Weather Service orders a mandatory evacuation order in a “Tropical Storm/Hurricane Warning,” area, we will refund:
    1. Any unused portion of rent from a guest currently registered,
    2. Any unused portion of rent from a guest that is scheduled to arrive, and wants to shorten their stay, to come in after the Hurricane Warning is lifted; and
    3. Any advance rents collected or deposited for a reservation that is scheduled to arrive during the “Hurricane Warning” period.
22. **GULF OF MEXICO OIL SPILL POLICY**
  - a. If the beach closest to your property is closed by the city, county, state, DEP, or any other government entity due to oil the guest will receive a full refund including all deposits, payments, and fees.
  - b. If the EPA, DEP, or any other government entity deems the air to be unsafe for guests on the beach during their stay, the guest will receive a full refund including all deposits, payments, and fees.
  - c. The time frame for clauses (a) and (b) to take effect will be not more than 14 calendar days prior to your arrival date up until your arrival date. If either clause (a) or (b) has taken effect within fourteen calendar days prior to your arrival date you can cancel and be refunded. This will allow guests to change travel plans in advance of arrival.
  - d. If clause (a) or (b) takes effect during the time you are here on vacation you will be allowed to cancel and be prorated for any nights that you do not stay. The last night you stay in the home will be the last night that you are billed for.
23. **WRITTEN EXCEPTIONS** – Any exceptions to the above mentioned policies must be approved in writing in advance.