



## Rental Agreement

**Mailing Address: Five Star Beach Properties, 12273 Emerald Coast Parkway, Suite 208, Destin, 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.** A half-day rent charge will be assessed if the guest does not check-out promptly.
  2. This is a **NON SMOKING** unit. If the property has been found to be smoked in, a \$1,000.00 fee will be assessed. If guest chooses to smoke outside, all cigarette / cigar butts must be removed off property. If butts are found on or around property, an additional \$1,000.00 fee will be assessed.
  3. **PET FEES** - Small dogs are (are not) permitted in rental home (unless agreed upon at time of booking). (A \$175 pet fee per dog is required. Only a maximum of 2 dogs is allowed at a maximum of 35 lbs.) Non-compliance of these rules and regulations will result in immediate eviction with no return of any and all payments made.  
**SERVICE ANIMALS** - Five Star Beach Properties is committed to providing reasonable accommodation to protect the rights of guests with disabilities to bring service animals or emotional support animals under the terms of The Fair Housing Amendments Act of 1988, Section 504 of the Rehabilitation Act of 1973, and Title II of the Americans with Disabilities Act. If a guest needs a service animal or emotional support animal to ease the symptoms of a disability (as defined under the above Acts), he or she should request a reasonable accommodation, in writing, from Five Star at the time of their reservation or as soon thereafter as feasible. The request should state that the guest has a disability and explain how the requested accommodation will be helpful. In addition, the guest should include a note from his or her service provider, such as a doctor or therapist, verifying the need for the support animal. Guests need not disclose the details of their disability, nor provide a detailed medical history. Guest who violates this policy will be charged up to an additional \$500, plus the expense of any necessary cleaning. Violations may result in immediate eviction and forfeiture of rent.
  4. **AGE REQUIREMENT** – No reservations will be made to students or singles under the age of twenty-five (25). One (1) guardian is required for every four (4) singles under the age of twenty-five. Guardians must accompany their children under the age of twenty-five (25) at all times and be present at the time of check-in. Underage drinking and/or partying are not allowed in any of the rental units. Non-compliance of these rules and regulations will result in immediate eviction with no return of any and all payments made.
  5. **DAMAGE PROTECTION** – Damage Protection covers unintentional damages to the rental unit interior that occur during your stay, provided they are disclosed to management prior to check-out. The Damage Protection will pay a maximum benefit of \$3,000.00 as a result of inadvertent acts. The Damage Protection is purchased at the time of booking and is non-refundable.  
  
The Damage Protection does not cover the guest for soiled or misplaced linens, loss of keys, theft, failure to remove garbage from the property, or leaving the house excessively dirty. These fees will be charged to the payment method on file.
- Non-billing stipulations include:
- No damage or theft to the property or items in the property.
  - 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.
  - All keys and garage door openers remain in the house.
6. **DAMAGE DEPOSIT** - A damage deposit may be required on certain properties, as noted on the Reservation Confirmation. This damage deposit will be secured as a hold on a credit card prior to check-in. The damage deposit may be used to pay amounts due not covered under the terms of Section 5 above. The credit card hold will be released after check-out, providing there is no damage for which renter may be liable.
  7. **ADMINISTRATION FEE** – An administration fee of \$75 is added to each reservation for the processing of your reservation and is non-refundable upon cancellation.
  8. **ADVANCE PAYMENT** – Upon booking, an advance payment of 50% of the rent + taxes is required in addition to the Damage Protection Insurance and the administration fee. Accepted payment methods are e-check, VISA, Master Card, Discover and AMEX
  9. **FINAL PAYMENT** – The final **BALANCE** is due 60 days before your arrival date. **The final rent payment must be made with cash, check, e-check, money order or cashier's check only.** If you are booking within 14 days of the arrival date, a check will not be accepted – only cash, money order or cashier's check.
  10. **CANCELLATIONS** – A 90 day notice is required for cancellation. Cancellations that are made more than 90 days prior to the arrival date will be assessed a 50% cancellation fee based on the advance payment. Cancellations within 90 days of arrival will result in a 100% loss of all monies paid. 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.
  11. **CHANGES TO YOUR RESERVATION** – There are no penalties for changing your reservation outside of 60 days prior to arrival. Any changes made to a

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reservation within 60 days of arrival will be treated as a cancellation (see Section 10).

12. 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. The plan is optional but we strongly recommend it. In case of any unforeseen events, this insurance helps protect your vacation investment. **IF YOU CHOOSE NOT TO PURCHASE THIS COVERAGE, NO REFUNDS WILL BE GIVEN WITHIN THE 90 DAY PERIOD.** 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.fivestargulfr rentals.com/files/CSAInsurance.pdf>

13. 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.

14. MAXIMUM OCCUPANCY – The maximum number of guests for this property is limited to a specific occupancy. Exceeding the maximum occupancy will result in immediate eviction and forfeiture of all money paid. No more than 30 persons are allowed on the property at any time.

15. 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. ALL PROPERTIES REQUIRE A 3 NIGHT MINIMUM STAY.

16. INCLUSIVE FEES – Rates include a one-time linen/towel setup. Amenity fees are included in the rental rate if your rental requires them.

17. 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.

18. 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 upon departure. To avoid an extra cleaning charge: wash the dishes and leave the property in a neat and orderly condition. A \$75 garbage removal fee will be assessed if garbage is not removed from the house at time of check-out.

19. ASSESEMENTS – If any keys or entry devices are lost or misplaced, the following fees will be assessed: \$25 per door key, \$75 per electronic fob key, \$75 per community amenity pass and \$75 per garage door opener.

20. NEIGHBORHOOD RULES/HOA – Most homes located in residential neighborhoods are 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.

21. 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.

22. WEDDINGS / EVENTS – All weddings and/or events must be pre-approved by Five Star Beach Properties. A \$500 event fee will be assessed for any weddings or events. All events must meet local restrictions, HOA rules and follow noise restrictions. The guests are responsible for any permits necessary for beach weddings. Absolutely no more than 30 persons are permitted to be on the property at any time. Non-compliance of these rules and regulations may result in immediate eviction with no return of any and all payments made. Five Star Beach Properties can provide a list of venues that will allow larger gatherings.

23. POOL POLICY – Diving or jumping into the pool or hot tub may result in head, neck, or spinal injuries. The renter accepts all risk of the pool or hot tub and specifically agrees that no minor will swim unaccompanied by an adult. Community or condominium pools or hot tubs are not controlled or maintained by Five Star Beach Properties, and cannot be held responsible for any inconvenience resulting from the pool or hot tub. Pools and hot tubs have electrical/mechanical components. These components can sometimes malfunction. Five Star Beach Properties, its Vendors, and the Homeowner cannot be held responsible for any malfunctioning pool or hot tub. Please inform us as soon as possible if your pool or hot tub is not working properly. No compensation will be given for a malfunctioning heater. Five Star Beach Properties will do everything in its power to rectify any problems with malfunctioning equipment as quickly as possible. A fee is required to heat private pools and or spas.

24. 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.
- c) Indemnification: Guest & their party agrees to indemnify and hold harmless FSBP and its employees, from and against all claims, suits, damages, costs, losses and expenses arising from injury to any person or property occurring on or about the Property.

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25. 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 result in immediate eviction.

26. ACCOMMODATION - We will reserve for you the specific unit selected at the time of your reservation upon the receipt of your deposit and signed Agreement. Subject to availability for maintenance, owner usage, or other issues that may render the accommodations unsuitable for rental, and/or subject to the property remaining as a Five star Beach Properties accommodation at the time of the stay, guests will be placed in the specific unit set forth in their Agreement, or otherwise provided with a full refund or an opportunity to stay in an equivalently priced accommodation if available. Notwithstanding Five star Beach Properties efforts, if the specific unit reserved is unavailable for any reason, guests will be limited to a full refund or similar accommodation at their election. In no event will Five star Beach Properties be responsible for any direct or indirect costs, expenses, fees or other consequential damages resulting from the unavailability of a specific accommodation.

**By making the initial payment for this reservation, I agree to all terms and conditions of this agreement and rental details below. Non-compliance of these rules and regulations may result in immediate eviction with no return of any and all payments made.**

*Five Star Beach Properties must pre-approve any event / wedding at the property and a fee will be applied.*

In case of any unforeseen events, Travel Insurance helps protect your vacation investment. **IF YOU CHOOSE NOT TO PURCHASE THIS COVERAGE, NO REFUNDS WILL BE GIVEN WITHIN THE 90 DAYS PRIOR TO YOUR CHECK-IN DATE.** The cost for this protection is only 6.95%.

**PLEASE READ OVER YOUR CONFIRMATION AND AGREEMENT. SIGN AND RETURN TO FIVESTAR BEACH PROPERTIES**