

Vacation Rental Agreement

This agreement constitutes a contract between the renter(s) and Perdido Key Resort Management, LLC. Please read this Vacation Rental Lease Agreement thoroughly. Any payment received by Perdido Key Resort Management, LLC from renter(s) for occupancy of vacation property indicates the acceptance of the terms and conditions of this Rental Agreement. It is the responsibility of the renter(s) to be familiar with all policies within this agreement. This rental agreement is entered into by and between the renter(s), hereinafter referred to as "Guest(s)", and Perdido Key Resort Management, LLC. hereinafter referred to as "P.K.R.M.".

- 1. Reservation Requirements Reservations are not considered "guaranteed" until a signed rental agreement and payment of Booking Deposit, \$300.00 per unit reserved, is received by P.K.R.M. at the appropriate office. Accepted Forms of Payment MasterCard, Visa, Discover and Cash. Checks will not be accepted.
- 2. Cancellations Cancellations are subject to our No Refund Policy. Cancellations must be made in writing to P.K.R.M., LLC. 13555 Perdido Key Drive D1, Pensacola, FL 32507. The Administration Fee is non-refundable and all refunds will have a 5% processing fee withheld. Cancellation notices that are received beyond 5 weeks prior to your scheduled arrival date will be refunded; less the Administration fee and processing fee. Notice received between 5 and 3 weeks, \$200.00 is withheld and \$100.00 is refundable; less the Administration fee and processing fee. Notices received less than 3 weeks prior to your scheduled arrival date are not subject to a refund. The remaining balance will be charged to the credit card on file for reservations cancelled within 48 hours of the scheduled arrival date. No-Show reservations and/or cancellations-upon-arrival will have the total amount due billed to the credit card on file. Trip Cancellation Insurance may be offered for rentals, but this must be requested by the Guest(s) at the time of initial booking.
- 3. Damage Deposit Reservations in which have been confirmed via credit card do not require a Damage Deposit to be put down as any damages, including unreturned keys and passes, will be charged to the credit card on file. Lost/unreturned passes will be deducted at a cost of \$10.00 each. Lost/unreturned keys will be deducted at a cost of \$25.00 each. If the reservation has not been confirmed via credit card payment the following policies apply. Reservations less the 30 days in length: The Security Deposit will be in the form of a \$500.00 cash deposit which will be refunded via check within 14 days of departure provided that there is no damage to the property. Reservations whose length exceeds 30 days: The Security Deposit will be in the form of a \$500.00 cash deposit which is to be refunded within 30 days of departure, provided proper checkout procedures are followed and there is no damage to the property.
- 4. Confirmation of reservation(s) Confirmation of the reservation will be emailed, faxed, or mailed to Guest(s) upon receipt of the booking deposit. Guest(s) may also print confirmation from P.K.R.M.'s website after signing and returning the Vacation Rental Agreement. Please read the confirmation for accuracy of dates, mailing address, number of adults and/or children and accommodations. Any errors must be directed to the reservations department immediately.

- 5. Refund Policy P.K.R.M. cannot guarantee against mechanical failure of heating, air conditioning, hot tubs, TVs, cable modems, electronics, or other appliances. Please report any inoperative equipment to our office immediately and P.K.R.M. will make every reasonable effort to have repairs done quickly and efficiently. No refunds or rent reductions will be made due to failure of appliances or equipment. No refunds for early departures (fewer days than reserved). No refunds will be given for delayed arrival. No refunds for reducing the number of nights reserved.
- 6. Acts of God Neither Owner nor P.K.R.M. shall be liable for events beyond their control which may interfere with Guest(s) occupancy, including but not limited to Acts of God, acts of governmental agencies, fire, strikes, war, or inclement weather. NO REBATE OR REFUND will be offered in these circumstances. We highly recommend that you purchase trip insurance to properly plan for these types of scenarios.
- 7. Age Requirements Guests under the age of 25 unaccompanied by a parent or legal guardian will not be permitted to register and will lose all funds paid to P.K.R.M.. Any reservations made under false pretenses will result in loss of advance payments and the party will not be permitted to check-in. No House Parties!
- 8. Reservation Change Fee All reservations that need date and/or property changes are subject to a non-refundable \$15.00 rescheduling fee per change. All changes must be made 21 days prior to your arrival date and are subject to approval based upon whether or not they requested change interferes with another Guest's confirmed reservation.
- 9. Check-In/Check Out Times CHECK-IN TIME is after 4:00 PM CHECK-OUT TIME is before 10 AM. Keys are NOT available until the property is ready for occupancy. No exceptions to this policy will be made. P.K.R.M. will use reasonable efforts to have the rental property ready for Guest(s) occupancy at check-in time, but P.K.R.M. cannot guarantee the exact time of occupancy. Please call in advance if you may be arriving after 5:00 PM, so that arrangements can be made for Guest(s) property keys to be picked up. CHECK-OUT TIME IS before 10:00 AM No Exceptions. Check-out takes place at our office and is strictly enforced so that P.K.R.M. has adequate time to prepare the property for the next Guest(s). Please lock the unit upon departure and return items issued to the front desk. Guest(s) that do not vacate the rental property and return the keys by 10:00AM, without the consent of the P.K.R.M., are subject to a fee of \$50.00 or equal to one(1) rental day if not vacated by noon 12:00PM. LOCK-OUT's will have a \$50.00 after-hours lock-out fee charged to the credit card on file.

CHECK-OUT RESPONSIBILITIES include the following:

- A. Ensuring that all soiled dishes have been loaded into the dishwasher and the cycle started.
- B. Bagging and placing the garbage in the onsite trash receptacle or chute where available.
- C. Ensuring all furniture is in it original placement.
- D. Leaving all beds unmade and the thermostat between 75 and 80 degrees.
- E. Returning all keys and passes to the front desk, rental office, or drop box.
- 10. Pool Hours Keys and pool passes will be issued upon arrival. There will be one(1) key issued per unit rented and the pool passes will be issued according to the occupancy limits of the unit rented. The pool hours, including the outdoor pool and all indoor pool house facilities, are 8AM until 10PM unless otherwise posted. If it is discovered that a guest has abused his/her pool privileges, specifically by disobeying the hours of occupancy, all pool passes and keys will be confiscated. No refunds, rate reductions, or discounts will be issued in the event keys and passes are seized due to violation of pool hours and/or rules. These rules and hours have been

established, and are monitored, by the Resort Homeowners Association's elected property management company.

- 11. Maximum Occupancy <u>At all times</u>, the maximum occupancy is the number the home sleeps. One bedroom four people, One bedroom with bunk or loft four people, Two bedroom six people, Three bedroom eight people, Four bedroom ten people. Occupancy limits are in accordance with rules of the Resort Homeowners Association and State Fire Marshall's Office. Some properties allow less than the stated maximum occupancy and will note this in their property description. If you bring in extra guests or visitors, without prior notice, your guests will be asked to vacate the property. Any security payments and all rent will be subject to forfeiture if the maximum occupancy is exceeded.
- 12. Furnishings Furnishings are subject to change without notice. Furniture, bedding, mattress pads, utensils or any other property/items supplied within the rental property must not be taken out or transferred from one property to another. Loss of these items, as well as damage to the property or furnishings in excess of normal wear, will be charged to the Guest(s) credit card on file.
- 13. Items Guest(s) Must Provide Bathroom supplies, food and drink items, coffee filters, paper towels, napkins, foil, favorite pillow, videos, and a good book. Please do not remove the supplied towels for use at the pool or beach.
- 14. Linens A basic supply of linen is provided in each property. Bed linen and bath towels are not changed during your stay.
- 15. Rental Assignment Change P.K.R.M. reserves the right to change Rental Assignments without prior notice or liability in the event of a sale of the rental property, or if the unit becomes unavailable. When comparable accommodations are not available, Guest(s) will have the option of selecting from available properties or receiving a refund for the length of time forfeited due to unavailability.
- 16. Pets and Smoking By signing this rental agreement you acknowledge that NO PETS are allowed in or on the premises. By signing this rental agreement you also acknowledge that NO SMOKING is permitted in the unit. IMPORTANT: If evidence of a pet or smoking is found during your stay or following your check out it will result in immediate eviction, loss of all payment, and a \$500.00 pet/smoking fee charged to the credit card on file or total loss of your damage deposit.
- 17. Pest Control Pest control is completed on a quarterly basis by the property management company. If this occurs during your rental period, no refunds or discounts will be issued as this is mandatory maintenance and authorized by the Purple Parrot Village Homeowners Association. Should you experience a pest control issue, please contact guest services so P.K.R.M. may attempt to eradicate the problem.
- 18. Listings and Pricing Rates and fees are subject to change without notice if a reservation has not yet been confirmed. The tax rate and furnishings are subject to change at any time.
- 19. Indemnification and Hold Harmless Guest(s) agree to indemnify and hold harmless the Owner, Homeowners Association and P.K.R.M. for any liabilities, theft, damage, cost or expense whatsoever arising from or related to any claim or litigation which may arise out of or in connection with Guest(s) use and occupancy of the rental property including but not limited to

any claim or liability for personal injury or damage or theft of property which is made, incurred or sustained by Guest(s).

- 20. Violation of Agreement If Guest(s) violates any of the conditions of this Agreement, P.K.R.M. may terminate this Agreement. Upon notice of termination of this Agreement, Guest(s) shall vacate the premises immediately and forfeit all rents and security/damage deposits.
- 21. Credit Card Agreement I am providing my credit card number as a guarantee of payment to P.K.R.M.. I agree to pay all rent and charges related to property rental. I accept all terms of the rental agreement and accept all liability for rent and charges related to property rental, as well as any damage beyond normal wear and tear during the term of my rental with P.K.R.M.. I understand that these costs will be charged to my credit card. In the absence of another payment arrangement, I authorize P.K.R.M. to charge my credit card for payment of these items. I authorize P.K.R.M. to use any funds received from me upon P.K.R.M.'s receipt of such funds. Please read, sign, copy, and return entire contract within 3 days. Upon receipt of signed rental agreement, P.K.R.M. will make a confirmation number available to Guest(s) and will email a confirmation, mail a confirmation via U.S.P.S., or hand deliver to Guest(s).

By signing this agreement, I have read and fully agree to all of the above policies.

(Print Name)			
(Guest Signature)	(Date)	 	
(Print Name)			
(Guest Signature)	(Date)		
Security/Damage De	<u>eposit</u>		
(Print Cardholders Na	ame)		
(Cardholders Signatur	re) (Date)		
Card #			
Expiration date	/		