

Rental Agreement

THIS RENTAL AGREEMENT, made between _____, hereinafter referred to as the “RENTER”, and **Donald & Kathy Flowers**, hereinafter referred to as the “OWNER”. It is mutually agreed between the parties as follows:

The “OWNERS” hereby agree to lease to “RENTER(S)”, upon the terms and conditions contained herein, the dwelling known as **ISLAND PRINCESS CONDOMINIUM, UNIT 619** located at **520 Santa Rosa Boulevard, Fort Walton Beach, FL 32548** for the period starting from 3:00 p.m. CST on _____, and ending with checkout at 10:00 a.m. CST on, _____

- The total amount agreed upon: _____ **to be paid in full prior to check-in.**
- **I understand the following terms are a binding and integral part of this rental agreement.**
 1. **THIS IS A NON-SMOKING UNIT. NO SMOKING IS ALLOWED INSIDE THE UNIT, OR ON THE BALCONY – NO EXCEPTIONS. Any violation of this policy will result in additional charges.**
 2. **Pets are not allowed in the unit under any conditions.**
 3. Check in time is after 3:00 p.m. (CST) and check out time is 10:00 a.m. (CST)
 4. Neither I, nor my companions, are vacationing students, or singles under the age of 25 years unless accompanied by an adult guardian or parent. I understand there will be no rental to chaperoned groups.
 5. Advance payment is required at the time the reservation is made.
 6. **DAMAGE DEPOSIT** – A damage deposit of **\$250.00** is required to be secured by credit card. This deposit is **NOT** applied toward rent, however, it will be refundable fourteen (14) days after departure provided the following provisions are met:
 - a. No damage is done to the unit or its contents, beyond normal wear and tear.
 - b. Any items abused, taken or broken will be deducted from your damage deposit.
 - c. No charges are incurred due to contraband, pets or collection of rents or services rendered during the stay.
 - d. All debris and rubbish are placed in plastic bag and dropped down the trash chute (**DO NOT LEAVE TRASH OUTSIDE OF UNIT**); all soiled dishes are placed in dishwasher and cleaned.
 - e. No linens are lost or damaged.
 - f. All charges accrued during the stay are paid prior to departure.
 7. **CANCELLATIONS** – A thirty (30) day notice is required for cancellation. Cancellations that are made more than thirty (30) days prior to the arrival date will incur no penalty – with the exception of a \$100.00 administrative fee. Cancellations or changes that result in a shortened stay, that are made within 30 days of the arrival date, forfeit the full advance payment, damage deposit and reservation deposit. Cancellation or early departure does not warrant any refund of rent or deposit.
 8. **MONTHLY RESERVATION CANCELLATIONS** – Monthly renters must cancel ninety (90) days prior to check-in. Monthly renters who make a change that results in a shortened stay must be made at least ninety (60) days prior to check-in.

9. **MAXIMUM OCCUPANCY** – The maximum occupancy of guests in this unit is limited to 6 persons.
10. **Priority** – two and three month rentals will be given priority during the winter rate structure; weekly rentals take priority over 3-night rentals.
11. Property requires a 3-night minimum stay. Longer minimum stays may be required during holiday periods and peak season.
12. **NO DAILY MAID SERVICE** – Linens and bath towels are included in your unit, however, daily maid service is not included in the rental rate. A washer and dryer are available for laundering towels and linens. Beach towels are not provided – we do not permit towels or linens to be taken from the unit. Any linens found missing from the unit during your stay will result in a deduction from your damage deposit for reasonable replacement costs.
13. **RATE CHANGES** – Rates subject to change without notice.
14. **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.
15. **WRITTEN EXCEPTIONS** – Any exceptions to the above mentioned policies must be approved in writing in advance.
16. **HURRICANE POLICY** – no refunds will be given unless:
 - a. **The National Weather Service advises that we (Fort Walton Beach/Okaloosa County, Florida) are 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 the NWS advises that we are in a “Tropical Storm/Hurricane Warning” area the owner will refund:

- i. **Any unused portion of rent for a guest currently registered,**
 - ii. **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**
 - iii. **Any advance rent collected or deposited for a reservation scheduled to arrive during the “Hurricane Warning” period.**
17. **FORCE MAJEURE** – There may be circumstances beyond our control and contemplation, in which the property might not be available for your booking. Examples of these include, but are not limited to, destruction of, or severe damage to the property rendering it uninhabitable. In the event of FORCE MAJEURE, we will refund all monies paid. This will be the full extent of our liability to you in such circumstances, and we will not be responsible for any other costs connected with any such cancellation, howsoever arising.

By Signing below, I agree to all terms and conditions of this agreement. This contract cannot be assigned or transferred without written consent of “OWNER”.

Full names and birthdates of all in rental party.

Full Name: _____ **Date Signed:** _____

Birthdate: _____

Signature: _____

Address: _____

Full Name: _____ **Date Signed:** _____

Birthdate: _____

Signature: _____

Address: _____

Full Name: _____ **Date Signed:** _____

Birthdate: _____

Signature: _____

Address: _____

Owner Signature: _____ **Date Signed:** _____