

The All Seasons Collection 30A Rosemary Beach Florida Rental Agreement

THIS RENTAL AGREEMENT (hereinafter “Rental Agreement”) is made and entered by and between Guest (hereinafter referred to as the (Occupant of this Property) and: The All Seasons Collection 30A LLC, a Florida limited liability company (herein referred to as the (“Manager”).

1. Description of Property, Rental Term, and Occupancy.

This property is located in the town of Rosemary Beach Florida. The maximum number of persons permitted to use/occupy this property at any given time is outlined in the description of the property. GUEST is solely responsible for ensuring that the maximum number of persons is not exceeded. Should the maximum number of permitted persons be exceeded at any time during the rental term, then GUEST may be required to vacate the property without refund. Check-in time is **4pm** and check-out is **10am**. Any early arrivals and late departures must be authorized by The All Seasons Collection 30A. The rent for the rental term will be charged to the guest to include: cleaning/reservation fee, damage deposit fee as well as an insurance rider and an 11% tax. To reserve this property payment is due in compliance of payment terms **50% due upon reserving**, and **50% due 60 days prior to arrival**. If reservation is within the 60 day time frame then **100% is due upon reserving**.

2. Family Only Rentals

MANAGER will not rent to students or singles under 25, unless accompanied by an adult guardian or parent who will remain in the property during the term of the rental agreement.

3. Cancellations.

In the event the GUEST cancels prior to 60 days of the start of the rental date, all fees will be refunded. If guest cancels after 60 days of the start date of the rental date all fees shall be forfeited by GUEST unless the Property can be re-rented for the same time period and at the same rate. If MANAGER is able to re-rent the Property for the same time period and at the same rate, then the rent shall be returned to GUEST less a 5% cancellation fee. There are no refunds for late arrivals, early departures and inclement weather conditions. In the event of a mandatory evacuation a prorated refund will be given from the day of the mandatory evacuation.

4. Keys/Amenity Passes

Keys/amenity passes to the Property will be available on the day of arrival. GUEST shall return the key/amenity passes/garage remote to a designated location. GUEST will be charged \$100.00 per key/amenity pass/garage remote not returned plus the cost of replacement locks if that is reasonably necessary. Said costs shall be deducted from the security deposit.

5. Lost/Returned Items

The All Seasons 30A is not responsible for any lost or returned items. After departure if an item is noticed missing please contact ASC and we will notify housekeeping in an attempt to find the item. Should the item be found we will send the item to the mailing address specified and it will

be sent via UPS. The minimal charge is \$20.00, additional fee's could apply if the costs exceed the minimal amount.

6. Parking

Parking guidelines are outlined with each property and will also be provided upon booking. All parking must be in compliance with the Rosemary Beach Property Association.

7. Manager Responsibilities

The property will be furnished and utilities will be provided as part of the rental of the property at no additional cost to the GUEST. MANAGER warrants that the Property and all appliances, heating, plumbing, and electrical systems are in good working order and any costs of repairs will be borne by OWNER/MANAGER unless the malfunction or other failure is due to the negligence or intentional acts of GUEST. MANAGER shall provide professionally cleaned house prior to arrival of GUEST, however, housekeeping and/or cleaning will not be provided during the rental term. Linens and pool towels are furnished. Damage charges will be applied in the event that excessive cleaning is needed following departure. An initial supply of paper products, trash liners, and facial soap/shampoo is provided. Extra items are the responsibility of Guest. Cleaning supplies are not provided. Any warranties by OWNER/MANAGER which are not expressly stated in this Rental Agreement are hereby expressly disclaimed.

8. Guest Responsibilities.

GUEST shall use the Property only for vacation rental (residential) purposes and shall maintain and keep the Property in as good repair and condition as existed at the start of the rental term. Any illegal activity at the Property during the rental term shall constitute a material breach of this Rental Agreement. GUEST shall ensure that all rubbish, garbage and/or other waste are disposed of in a clean and safe manner in the receptacles provided by the MANAGER. In the event the GUEST creates causes or discovers any damage or dangerous condition at the Property, GUEST shall immediately notify MANAGER of said damages or dangerous condition.

In addition to any other cost outlined in this Rental Agreement, GUEST shall be responsible for any damage to the Property, including but not limited to damage to furnishings, equipment, and/or items of personal property, for any charges billed to the phone at the property during the rental term, and for any extraordinary cleaning required to return the Property to the same condition that existed at the start of the rental term. GUEST agrees that all such costs will be deducted from the security deposit. GUEST agrees to permit MANAGER and or agents and representatives of MANAGER to enter upon the Property during the rental term (at reasonable times) to perform necessary repairs and/or to inspect the Property if it is reasonably believed that there has been any violation of this Rental Agreement by GUEST.

Rosemary Beach management request that no towels are hung on any outside balcony.

9. Breach of Rental Agreement

Each of the covenants agreed to by GUEST within this Lease are acknowledged to be of sufficient importance so that the breach of any one covenant constitutes a violation and a material breach of the Lease. In the event that GUEST is in actual possession at the time of termination, guest agree to immediately vacate the Property and hereby consents to the right of the OWNER to request that physical removal be accomplished by law enforcement personnel if reasonably necessary. The GUEST shall not make or suffer any waste thereof.

10. Pets

Are not allowed in this property unless otherwise specified. Any violation of the pet policy during or after check-out will result in a \$500 fee that will be charged to the credit card on file and possible eviction w/o refund.

11. Smoking

Smoking is prohibited within any structure or enclosure on the Property. This includes all decks/balconies and garage area and courtyard. If cigarette debris is found on property applicable additional fee's in the amount of \$500 will be charged to the credit card on file.

12. Prohibition against Assignment or Sublet

GUEST may not assign, sell, transfer or convey any rights under this Rental Agreement, nor may GUEST assign, sell, transfer or convey any interest in the Property. GUEST MAY not sublet the Property or any portion thereof without the prior written consent of OWNER. Any attempt to do so shall be a breach of this Rental Agreement and shall be cause for OWNER to require GUEST and any person attempting to occupy the property pursuant to an assignment or sublet to vacate the Property immediately without refund.

13. Quiet and Peaceable Enjoyment

MANAGER shall not unreasonably interfere with the quiet and peaceable enjoyment of the Property by GUEST during the rental term. However, OWNER/MANAGER will not be liable to GUEST for events beyond OWNER/MANAGER's control which may interfere with GUEST's occupancy, including but not limited to Acts of God, acts of government agencies, terrorism, fire, strikes, inclement weather, mandatory evacuation of area, and construction noise from nearby sites. No refund of rent will be given for any circumstances subject to this condition.

14. Use of Amenities supplied by MANAGER with the Property

Any amenities supplied by MANAGER, GUEST acknowledges and agrees that any use of said amenities by GUEST and/or by anyone having permission of GUEST to be at the Property, does so at his or her own risk. GUEST acknowledges and agrees to hold OWNER/MANAGER harmless for any damages arising out of the use of said bikes or other amenities including but not limited to bodily injury and death. OWNER/MANAGER does not make any warranty as to the condition of said other amenities. GUEST assumes all responsibility for use of pool and ensure that the pools alarm located on all doors leading to the pool cannot be tampered with at any time. GUEST agrees to supervise all children using the pool regardless of age. Diving is not permitted at any time.

15. Indemnification

GUEST agree to indemnify and hold OWNER/MANAGER harmless, its agents and representatives, from any and all liability for any loss or damage whatsoever including but not limited to any claim, action, cause of action, or other demand for personal injury to include and not limited to all common area's; balconies, patios, walkways etc. or damage or loss of property which is made, incurred or sustained by GUEST or any invitee of GUEST arising out of, related to or in connection with the rental of the Property unless such loss or damage is the solely the

proximate result of gross negligence on the part of the OWNER/MANAGER, its agents or representatives.

16. Community Amenities

The pools on the property are private for owners and guests of Rosemary Beach. Amenity access cards must be visible when using community pools/beach. Such passes are available upon arrival and must be returned to the main house prior to departure. A \$100.00 fee will be charged per pass/garage remote if not returned. For safety purposes owners and guests are asked not to permit unattended children around the pool area.

17. Internet Access

The Property does have wireless internet access all information is noted in the welcome booklet in the home.

18. Departure Procedures

Do not strip the beds or make them (our housekeeping staff prefers to do that). Place all used towels in the laundry room.

Empty all trash to include bathrooms (if trash is not removed it could result in be additional fee's). Place all dirty dishes/glasses in the dishwasher and make sure it is running before you leave. If you used the grill, please do not put the cover back on. We ask you not to empty the ice maker as our next guest will want a full bin when they arrive. Furniture is not to be moved under any circumstances, please contact management is there is an issue with placement.

Our housekeeping staff will arrive promptly at 10am, if they are unable to begin cleaning there could be additional fee's charged.

19. Other

This Rental Agreement constitutes the complete and entire agreement between MANAGER and GUEST. The terms of this Rental Agreement supersede and nullify any prior representations, agreements or understandings, verbal or written. This Rental Agreement may be modified only by a written amendment, signed by both parties. Each provision of this Rental Agreement shall be deemed severable and if for any reason any portion of this Rental Agreement is deemed unenforceable, invalid or contrary to any existing or future law, such unenforceability or invalidity shall not affect the applicability or validity of any other provision of this Rental Agreement. This Rental Agreement shall be governed by and interpreted and constructed under the laws of the State of Florida, and any dispute related to this Rental Agreement shall be subject to the exclusive jurisdiction of the courts of the State of Florida, with venue in Walton County.

BY SIGNING BELOW GUEST AGREES TO COMPLY WITH ALL ITEMS OUTLINED IN THIS CONTRACT.

GUEST SIGNATURE:
