

**All Seasons Collection 30A  
Rosemary Beach Florida  
Rental Agreement**

THIS RENTAL AGREEMENT (hereinafter referred to as (“Agreement”), is made and entered into with **The All Seasons Collection 30A LLC**, a Florida limited liability company, hereinafter referred to as (“MANAGER”).

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

MANAGER agrees to rent GUEST the property in accordance with reservation information previously provided to GUEST. The rental term shall begin at **4pm on day of check-in and ends at 10 am on day of check-out**. (Hereinafter referred to as the “Rental Term”). 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.

**2. Rental Deposit and Payment**

The rent for the rental term as outlined in GUEST’s reservation requires a fifty (50%) percent deposit and the remaining balance shall be paid between thirty (30) and sixty (60) days prior to GUEST’s arrival, depending on the outlined cancellation policy provided to GUEST for each property.

**3. Family Only Rentals**

MANAGER shall not rent to anyone under twenty-five (25) years of age, unless accompanied by an adult guardian or parent who shall remain in the property during the entire term of the rental agreement.

**4. Cancellations**

In the event GUEST cancels, the specifics regarding the rental policy as outlined in the listing shall be applicable. In the event of a mandatory evacuation, a prorated refund shall be given from the day of the mandatory evacuation. If for any reason, access to Rosemary Beach is deemed prohibitive, monies previously paid shall be refunded on a case-by-case basis.

**5. Damage to Property**

GUESTS are responsible for the property and its contents during occupancy. GUEST shall not make any alterations, additions, move furniture or improvements to the property, including, without limitation, installing any fixture, apparatus, equipment, paint, or device of any kind in or upon the interior or the exterior of the property, or cut or drill into the property. After check-out, MANAGER will inspect the property for damage, missing items, moved furniture and if determines damage is present, it will repair the damage, replace the missing items, move furniture back to its original location and/or perform additional maintenance at the guest’s expense. GUEST authorizes MANAGER to charge the credit card on file to reimburse for any such expenses, including \$100 per lost amenity key/pass and \$100 per lost or stolen complimentary use bike.

## 6. Parking

As designated in arrival instructions.

## 7. Guest Compliance

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 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 TV at the property during the rental term, and for any extraordinary cleaning expenses required to return the Property to the same condition that existed at the start of the rental term. GUEST agrees that all such costs shall be charged to the credit card on file. 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. **Please do not hang any wet items over any visible outside area to include balconies and stairways.**

## 8. Breach of Rental Agreement

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

## 9. Pets

Pets are not allowed in this property unless designated "pets allowed" on listing or given special management approval. Guests are responsible for cleaning up after their pet while walking. Should this policy be violated, it could lead to immediate eviction and/or a \$500 fine.

## 10. Smoking

Smoking is prohibited within any structure or enclosure on the Property. This includes all decks and garage. If cigarette debris is found on property applicable additional cleaning fees may apply.

## 11. Prohibition against Assignment or Sublet

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

## 12. Quiet and Peaceable Enjoyment

MANAGER shall not unreasonably interfere with the quiet and peaceable enjoyment of the Property by GUEST during the rental term. **Any loud music or noise is not permitted after 10pm.** However, MANAGER or OWNER shall not be liable to GUEST for events beyond MANAGER/ OWNER'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.

**13. Use of Amenities supplied by Manager**

As to 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 Guest's own risk. GUEST acknowledges and agrees to hold MANAGER and/or OWNER harmless for any damages arising out of the use of said bikes or other amenities, including but not limited to, bodily injury and death. MANAGER does not make any warranty as to the condition of said other amenities.

**14. Indemnification**

GUEST agrees to indemnify and hold MANAGER and/or OWNER 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 be limited to all common areas; balconies, patios, walkways, or similar areas, 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 sole and proximate result of gross negligence on the part of the MANAGER and/or Owner, its agents or representatives.

**15. 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 or the beach. Such passes are available upon arrival and must be returned to the main house prior to departure. For safety purposes, guests are asked not to permit unattended children around the pool area.

**16. Internet and Cable Access**

The Property does have wireless internet access. MANAGER is not responsible for any interruption to service.

**17. Other**

This Agreement constitutes the complete and entire agreement between MANAGER and GUEST. The terms of this Agreement supersede and nullify any prior representations, agreements or understandings, verbal or written. This Agreement may be modified only by a written amendment, signed by both parties. Each provision of this Agreement shall be deemed severable and if for any reason any portion of this 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 Agreement. This Agreement shall be governed by and interpreted and constructed under the laws of the State of Florida, and any dispute related to this Agreement shall be subject to the exclusive jurisdiction of the courts of the State of Florida, with venue in Walton County. For all purposes hereunder, a facsimile or electronic signatures shall be deemed to be an original signature and such signatures shall be given the same effect as would an original signature. This Agreement may be signed in counterparts.

**The parties acknowledge that they have read this Agreement, understand, and consent to its terms and conditions, and that this Agreement is being executed freely, voluntarily, and knowingly. The parties agree to be bound by its terms and conditions. This Agreement takes effect upon reserving this property and will void pending any approved cancellation on behalf of Management.**