

# **Tropical Beach Services, LLC**

8388 South Tamiami Trail 129

Sarasota, Florida 34238

941.966.2452

[tropicalbeachservices@gmail.com](mailto:tropicalbeachservices@gmail.com)

[www.tropicalbeachservice.com](http://www.tropicalbeachservice.com)



## **TERMS AND CONDITIONS**

Renter ("Lessee") has agree to the **TERMS AND CONDITIONS, DISCLAIMER OF LIABILITY, INCLEMENT WEATHER, PAYMENTS, and CANCELLATIONS** set forth below before rental can be processed with **Tropical Beach Service, LLC**. ("TBS").

- TBS is NOT responsible for any injury associated with any Cabanas, Shade Tents, Umbrellas, Loungers, Paddle Boards, and Bean Bag Game.
- Lessee assumes responsibility for lost or damaged resulting from misuse or non-compliance with TERMS AND CONDITIONS.
- TBS will set up beach equipment each day of rental period around 8:00 am and removed at 5:00 pm.
- Each item will have a NAME TAG identifying your rental including last name and dates of use.
- TBS will do our best to accommodate Lessee's location request and will attempt any location changes on the next rental day.
- Lessee will NOT remove or adjust placement of equipment by tampering with stakes set by TBS
- Cabanas, shade tents, and umbrellas are used for a sun shelter **ONLY** and are **NOT** protection from storms including rain, high winds, and lightning.
- TBS reserves the right not to set up or remove equipment early from location in the event of storms involving heavy rain, lightning, or winds in excess of 20+ MPH.
- Cabanas removed due to weather will not be reset if weather forecast is not clear; this is for the safety of Lessee and employees of TBS. You may contact TBS for current and forecasted inclement weather.
- Lessee must be at least 21 years of age with a valid driver's license to rent beach equipment.

### **Disclaimer of Liability**

Our web site lists beach equipment that you may lease/rent from Tropical Beach Services, LLC at their established rates. Please note that we are merely a lessor, not a guarantor, and you rent and use all equipment at your own risk. None of our equipment we lease/rent are safety floatation devices, nor should they be used for any purpose other than that for which they are clearly designed. We expressly disclaim any liability for any injury, loss or death or resulting from or relating to the use of any leased/rented item and, by electronically signing. You agree on behalf of yourself, your party, and anyone else who uses any equipment you leased/rented from TBS, with or without your permission, not to hold us liable for any such injury, loss, or death and to indemnify us from any and all claims brought and attorneys fees and costs incurred in connection with same.

### **Inclement Weather**

In the event of inclement weather, such as lightning, rain, hail, winds, tornados, hurricanes, tropical depressions or if severe weather warnings are issued, there will be no partial and/or full refunds due to unforeseeable weather circumstances.

### **Payments**

TBS accepts Cash, Check, and ALL Major Credit Cards. All credit card charges will be subject to Florida Sales Tax 7% and a credit card processing fee of 6%.

### **Cancellations**

A full refund will be credited if reservations are cancelled one (1) week prior to rental date. For cancellations less than one (1) week in advance, a 25% administrative fee will be assessed.

Any questions or concerns, please call **941-966-2452** or [tropicalbeachservices@gmail.com](mailto:tropicalbeachservices@gmail.com)