



**House Rules and Rental Agreement**

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**Primary Web Site:**               [www.DestinDreamers.com](http://www.DestinDreamers.com)

**Direct Booking Site:**           [www.DestinDreamers.com](http://www.DestinDreamers.com)



## House Rules

- 1) **NO SMOKING ON OR AROUND THE PREMISES.** *A violation to this rule is a willful or intentional act to smoke on the property or the property grounds, disregarding this agreement or the posted signs on and around the property. One violation is categorized as lighting one cigarette, cigar or a single use from any vaping device.* This is a NON-SMOKING house. Smoking is only allowed away from the premises and not on the property NOR PROPERTY GROUNDS. Smoking on the outside balconies OR on the front or rear porches of our properties or in any of the Community Areas IS PROHIBITED. THIS ALSO APPLIES FOR VAPING AND CIGARS. In accordance with Florida Law 386.2 the properties have been property labelled with warning signs against smoking of any kind and you are given written notice by way of this agreement to the severity and consequences should anyone in your party violate this agreement. Destin Dreamers reserves the right to terminate any booking and evict the registered guest AND ALL parties associated with the registered guest, AT ANY POINT during a reservation if there is any violation of this Rule. Furthermore, there WILL BE a fine in the amount of up to \$750 for the first offense and additional fines in the amount of \$2,000 for each additional violation. Additionally, Destin Dreamers will hire a mitigation company to mitigate the smell, residue and any harmful agents that could be inside the property, air ducts, furniture, etc. that the registered guest WILL be responsible to pay IN FULL. Every individual cigarette or cigar bud or discharged cartridge from an e-cigarette found on the property, on the grounds, in the grass or in the home will be counted as individual violations. Packs of cigarettes found in the trash and any ash found on the balconies will be counted as well as individual violations to this agreement. An additional cleaning fee in the amount of \$500 will also be charged directly to the Registered Guest's credit card and is non-refundable for the additional cleaning required to get the property back to the condition the home was originally offered in.
  
- 2) **NO PETS ALLOWED.** No pets, whether the lessee's or not, are permitted anywhere on the property, even temporarily, without the prior written approval of the Lessor. If a pet is found on the property, the Lessor may take any or all of the following actions:
  - Declare the tenant to be in violation of the lease agreement and evict the registered guest and all parties residing at the residence for the duration of their reservation.
  - Charge the lessee an additional cleaning fee in the amount of \$500 (per pet) for the home to be properly deep cleaned to ensure additional guests have a pet free property, as advertised.
  - Remove and turn over the pet to the proper authorities after providing written notice of intention to do so
  - Lessee will also be charged for any damages caused by the unauthorized pet and for any removal costs.



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- 3) **TRASH:** For dates that trash is collected, please review the binder in each property or ask the management company. Please notify Destin Dreamers in the event the trash is completely full and overflowing, so we can get it dumped prior to your group receiving fines from the city, which you will be responsible for. Furthermore, please ensure that every item thrown into the trash cans be placed into trash bags first and properly tied. **DO NOT OVER FILL THE TRASH CANS.** Ensure that the lid can properly close on each trash can and do not overfill for trash to fall out and blow across the community.
- 4) **ACCESS:** Prior to arrival you will be given an access code for the front door. The front door has a digital lock that automatically activates the door dead bolt when the code is entered. Simply enter the 4 digit provided access code and the door will unlock. Open to enter. When you are ready to leave, notice there is a button at the top exterior of the lock that has an icon of a lock. Upon exiting, hold the door in the closed position and press at exterior lock button at the top of the lock and the door lock will automatically engage.
- 5) **CONSTRUCTION IN PROGRESS:** Some of the community is still under construction. We want to thank you for your patience and understanding as our beautiful community is getting built. Please be watchful when you and your kids are crossing the street of construction vehicles and service vehicles coming and going. In the event your driveway is being obstructed by any of the construction crews, please reach out to us directly so we can get them to move promptly.
- 6) **PARKING:** The driveways will accommodate up to 4 compact cars. Should you need additional parking, please do not park in the street or obstruct the sidewalk but park in the designated areas in the community for additional parking. Any violations to this rule will be subjected to their vehicles being towed by the community HOA and the vehicle owners' expense. If there is no additional parking within the community, it is the vehicles owners' discretion as to where to park their vehicle for the duration of their stay.
- 7) **TRAILERS/BOATS:** Absolutely no trailers, boats, jet ski's or motorcycle trailers of any kinds are allowed within the community. Failure to comply with this rule will result in the subject property being towed at the violators expense.
- 8) **CARE AND CONSIDERATION:** Please be courteous and respectful of our beautiful home. The features and qualities about the home that drew you to our house, we want to keep intact for future guests and vacationers and ask that you please be mindful and respectful of our belongings during your stay with us. Also, please be mindful to leave with what you came with. We do know and account for everything in the home. In the event anyone mistakenly, or not, takes an item from the home, the booking party will be responsible to replace the missing item or pay to find an equal item if the exact item cannot be



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re-purchased. PLEASE DO NOT ALLOW YOUR CHILDREN TO STAND OR JUMP ON THE BEDS OR COUCHES. I imagine most people would agree this is inappropriate behavior, but please do not let your children do so because their feet could be very dirty and any stains we get on our furniture, we will charge to be removed which the registered guest must pay for.

- 9) SUN TAN LOTION: Do not sit down on any of our furniture if you have just put sun tan lotion on and are ready to go to the beach or returning from the beach. Sun tan lotion WILL stain and ruin our sofas, bed spreads, throw blankets and anything else it comes into contact with which the registered guest will be 100% responsible to reimburse Destin Dreamers to have cleaned or replaced.
  
- 10) VACUUM: Here at Destin Dreamers we are very particular about cleanliness and we want our guests, who share our mindset, to have the ability to clean and maintain a clean home during your stay. As such, there is a provided vacuum cleaner in the laundry room, or in the garage, plus basic cleaning supplies for you to use during your stay and we absolutely welcome and applaud cleanliness.
  
- 11) MARGARITAVILLE MARGARITA MAKER (**If applicable**): Only operators (operator meaning “a person who operates or intends to operate a machine”) over the age of 21 and sober are allowed to operate this machine. Proper use and understanding of the unit is required to operate it efficiently and safely. If you would like us to train you on how to properly use a Margaritaville Margarita Maker, please ask us for assistance, we would be happy to assist you so no one gets hurt and the unit doesn’t get damaged. Please do not place any parts of the margarita maker in the dishwasher. All parts are to be hand washed WHEN NOT PLUGGED IN. To operate, place ice in the top reservoir of the unit and ensure the lid is properly screwed back on. Do not force the lid on, it screws clockwise until it seats properly. Ensure all 3 pitchers are properly seated under each terminal. Turn the 3 dials below each pitcher to the desired mix (rita, colada, etc.) and once all 3 are selected, press the “ON” green button at the center of the unit. If only 1 or 2 of the pitchers is desired, turn the dials not in use to “OFF” so ice is not used. Refill ice as needed. There is additional ice in the freezer (ensure ice is turned to “ON”) for the ice maker in the freezer.
  
- 12) OPAL ICE MAKER (**If applicable**): There is no water line to the ice maker. To add more ice, simply pull out and remove the ice reservoir and fill the unit up to the “FILL” line which is directly under the ice reservoir once the reservoir is placed back into the unit. Usually about (3) 12 ounce cups fills the unit up. Once full, the ice maker will begin making more ice. Refill as often as needed. Ice melting just simply get redistributed back into the reservoir you first filled up and remade into ice.
  
- 13) GOLF CART: Please read through all of the “Golf Cart Rules” taped to the front of the garage door and in this document and understand the rules thoroughly before use. Upon arrival we will meet with you to



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get a copy of ALL operators of the golf cart's drivers' licenses. You will be given 1 key to the golf cart. Please do not lose this key or there will be a charge to replace the key. There is also a garage door opener in the front compartment of the golf cart. Please ensure this remains and other items in this compartment remain in place during your visit. Operation: There is a lever underneath the driver that allows you to manually switch from left to right in this order: forward, neutral and reverse. Once flipped to reverse, the golf cart will make a loud buzz noise to let you know it will operate in reverse. There is no noise for forward or neutral and the cart, although gas powered, will not make any noise when placed in the forward position. Make sure before pressing the gas pedal you are aware and confident in the proper operation of the golf cart and feel free to ask us for further instruction if this isn't clear. Please make sure you clean the golf cart of any sand and trash prior to checking out. There is a provided water hose on the right side of the house for you to use.

- 14) TV USES: Each bedroom has their own tv. The tv's are all smart tv's and allow for wifi enabled applications such as Netflix, etc. to be played. Not all tv's in the kids bedrooms are hooked up to cable and will require the use of applications to play. Each master suite has the tv remote and/or a COX cable remote for the cable tv. In the event the tv is set to the home screen upon turning the tv on, locate the "satellite" or "cable" icon to go to cable tv.
  
- 15) TOWELS/LAUNDRY: For going to the beach please DO NOT use the provided white bath towels. Please use the colored beach towels provided in each bedroom, if provided. A washer and dryer are provided for any additional mid stay laundry needs you require. Washer and dryer are to be operated at your own risk and discretion. Please have an understanding of how to operate these appliances prior to use or we can assist you with showing you how to properly use so nothing gets damaged. We will not be responsible for any damages to personal clothing or belongings placed into these appliances. There will be a couple pods or detergents available for use but DO NOT use if you do not think it is suitable for your clothing. Additional detergents may need to be purchased, by yourself, for certain washes needed during your stay.
  
- 16) APPLIANCES: The Guest is responsible for all uses and operations of any onsite appliances. Please have a clear understanding of the proper operation and use of each appliance in the home prior to using. You will be responsible for any damages caused from improper use to any of the provided appliances ("Appliances" meaning but not limited to washer, dryer, oven, refrigerator, freezer, dishwasher, kureg machine, microwave, opal ice machine, margarita maker, mini fridge, etc.)
  
- 17) OUTDOOR AREAS: Please use at your own risk. At no time is anyone permitted to stand on or climb over any of the outdoor furniture due to their height from the ground and their proximity to the handrails. Please DO NOT sit on or hang on any of the outdoor safety rails on the balconies or stuccoed half walls



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on the balconies. We are not responsible for any injuries or accidents resulting from not following the aforementioned rule.

- 18) CLUBHOUSE USE: The Clubhouse Rules are posted but here are some of the basic rules to be aware of. The pool hours are 7:00AM - 10:30PM. This is a NON-SMOKING facility as well and is strictly enforced. NO GLASS is permitted in the common areas near the pool at any time. We encourage you to have dinner out at the clubhouse, just be mindful that all cups and plates brought must be plastic. Many of the plates and cups we provide are not glass and can be brought but you need to verify first that you are bringing the provided plastic ware and not glass. Alcohol is permitted in the clubhouse area but not in glass bottles. Fishing is allowed in the pond but is CATCH AND RELEASE ONLY. Do NOT use any of the minnows as bait to catch larger fish. TV's are there to be used but if its manageable, please place the outdoor covers back on the TV's when finished. The outdoor GREEN EGG bbq grills are for you to use, when not in use by anyone else. There is provided LUMP charcoal there to use. No other form of combustion material is allowed to use in the GREEN EGG grill. A fire starter such as lighter fluid is permitted. There are bathrooms and outdoor showers at the clubhouse to use. Please wash off in the outdoor shower prior to jumping into the pool when coming back from the beach.
- 19) We ask you to be kind and considerate of others. In the event another group is not following the rules established for the ENTIRE community, please kindly be respectful should you feel the need to educate them and feel free to reach out to us directly and immediately as we will be happy to enforce our community rules so everyone is respectful of our community.
- 20) There are surveillance cameras around our community, however, if you feel someone looks suspicious and does not belong, please let us know so we can make contact with them and find out their intentions.
- 21) Guests over 250lbs. of weight will not stay in free standing bunks. Guest acknowledges all bunks are six feet, two inches in length.
- 22) Guests will not leave soaking wet towels, bathing suites, nor any clothing on top of any furniture as some of the furniture may warp from the direct contact with heavy moisture over a prolonged period. The Registered guest is 100% responsible for any damages caused from wet towels or any other wet items being placed on the furniture. Much of the furniture cannot be replaced with the exact piece purchased so a replacement cost will be determined from which the Guest of Record will be responsible for paying.
- 23) Late checkout fee. Due to the scheduled cleaning for the next guests, a fee of \$200 will be assessed if guests checkout after 10:00.



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## **Rental Agreement**

This Rental Agreement and Contract (the “Agreement”) is a legally binding agreement made and entered into as of the Reservation Date written below by and between the undersigned person(s) or company (the “Guest”) and the undersigned manager Destin Coastal Escapes LLC (“Rental Agent”) DBA Destin Dreamers, pursuant to which the Guest has agreed to rent the residence described below (the “Property”), for the duration of the Rental Term for the Total Rental Fee and other good and valuable consideration as described herein.

## **OCCUPANCY**

Guest is defined as any human being outside of the womb staying overnight at the property. The number of guests applies to children / infants as well.

Guest of Record is defined as the guest renting the property either through a booking channel such as Airbnb or through direct booking on [www.destindreamers.com](http://www.destindreamers.com).

The guest of record acknowledges that they are 25 years of age at the time of booking and understands that persons under the age of 25 are not eligible to rent any of Destin Dreamers’ properties.

Guest agrees that no more than the maximum number of persons listed on this listing shall be permitted on the Property at any time during the Rental Term, all of whom shall comply with the conditions and restrictions imposed upon Guest under this Agreement. Additionally, only guests are allowed at the pool and pond.

Guest agrees that no more than the number of guests listed on the booking will be staying in the property. If more guests than are listed are staying, then an additional fee of \$40 per guest above the number of guests agreed to will be added to the guest’s invoice to be paid immediately. More guests than the allowed number of guests cannot be paid for to stay. The maximum occupancy number is established by the State of Florida and cannot be violated. Children, even infants, qualify as a guest; which, means every person in the house adds to the number of guests in the house.

## **CONDITION AND USE OF PROPERTY**

The Property is provided in “as is” condition. Rental Agent shall use its best efforts to ensure the operation of all amenities in the Property, such as internet access, satellite or cable TV access or hot tubs, fireplaces as applicable. Rental Agent shall not be held responsible for such items failure to work, but will make every effort to correct any issues as reported as quickly as possible. Guest acknowledges that use of amenities such as hot tubs, pools, spas, fireplaces, decks, and the like may be potentially



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dangerous and involve potential risks if improperly used, particularly with regard to children and such use is at the Guest's own risk. Guest shall use the Property for residential purposes only and in a careful manner to prevent any damage or loss to the Property and keep the Property in clean and sanitary condition at all times. Guest and any additional permitted guests shall refrain from loud noise and shall not disturb, annoy, endanger, or inconvenience neighbors, nor shall Guest use the Property for any immoral, offensive or unlawful purposes, nor violate any law, association rules or ordinance, nor commit waste or nuisance on or about the Property.

Trailers and RVs are not allowed in the Retreat at Miramar at anytime per the HOA of the Retreat at Miramar.

Damages will be recouped from the insurance(s) purchased through HomeAway, Airbnb, and / or Safely (if direct booking). Normal wear and tear will not be deemed as damages. Accidental damage will be considered damage. The guest agrees to pay any deductibles for any damage or loss claims submitted if the guest is found at fault. A loss claim is when an item in the house goes missing. A guest is deemed at fault when the property was known to be in working order or was present at their check-in and then is damaged or missing after check-out. Claims will be filed in a timely manner by Destin Dreamers. The ipayment will be deducted from any security deposits and then invoiced to the guest directly if not covered by the security deposit depending on the channel through which the reservation was booked.

## **DEFAULT**

If Guest should fail to comply with the conditions and obligations of this Agreement, Guest shall surrender the Property, remove all Guest's property and belongings and leave the Property in good order and free of damage. No refund of any portion of the Total Rental Fee shall be made and if any legal action is necessary, the prevailing party shall be entitled to reimbursement from the other party for all costs incurred.

## **ASSIGNMENT OR SUBLEASE**

Guest shall not assign or sublease the Property or permit the use of any portion of the Property by other persons who are not family members or guests of the Guest and included within the number of and as permitted occupants under this Agreement.

## **RISK OF LOSS AND INDEMNIFICATION**

Guest agrees that all personal property, furnishings, personal effects and other items brought into the Property by Guest or their permitted guests and visitors shall be at the sole risk of Guest with regard to any theft, damage, destruction or other loss and Rental Agent shall not be responsible or liable for any reason whatsoever. Guest hereby covenants and agrees to indemnify and hold harmless Rental Agent and their agents, owners, successors, employees and contractors from and against any costs, damages,



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liabilities, claims, legal fees and other actions for any damages, costs, attorneys fees incurred by Guest, permitted guests, visitors or agents, representatives or successors of Guest due to any claims relating to destruction of property or injury to persons or loss of life sustained by Guest or family and visitors of Guest in or about the Property and Guest expressly agrees to save and hold Rental Agent harmless in all such cases.

## **RELEASE**

Guest hereby waives and releases any claims against Rental Agent, the Property owner and their successors, assigns, employees or representatives, officially or otherwise, for any injuries or death that may be sustained by Guest on or near or adjacent to the Property, including any common facilities, activities or amenities, or while operating and using the provided golf cart. Guest agrees to use any such facilities or amenities entirely at the Guest's own initiative, risk and responsibility.

## **ENTRY AND INSPECTION**

Rental Agent reserves the right to enter the Property at reasonable times and with reasonable advance notice for the purposes of inspecting the Property or showing the Property to prospective purchasers, renters or other authorized persons. If Rental Agent has a reasonable belief that there is imminent danger to any person or property, Rental Agent may enter the Property without advance notice.

## **UNAVAILABILITY OF PROPERTY**

In the event the Property is not available for use during the Rental Term due to reasons, events or circumstances beyond the control of Rental Agent, Rental Agent will apply due diligence and good faith efforts to locate a replacement property that equals or exceeds the Property with respect to occupancy capacity, location and value that meets the reasonable satisfaction of the Guest. If such replacement property cannot be found and made available, Rental Agent shall immediately return all payments made by the Guest, whereupon this Agreement shall be terminated and Guest and Rental Agent shall have no further obligations or liabilities in any manner pertaining to this Agreement.



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## Additional Terms to the Rental Agreement

### *GENERAL PROVISIONS*

This Agreement contains the entire agreement between the parties with regard to the rental of the Property, and any changes, amendments or modifications hereof shall be void unless the same are in writing and signed by both the Guest and the Rental Agent. This Agreement shall be governed by the laws of Miramar Beach, Florida. The words "Rental Agent" and "Guest" shall include their respective heirs, successors, representatives and authorized users. The waiver or failure to enforce any breach or provision of this Agreement shall not be considered a waiver of that or any other provision in any subsequent breach thereof. If any provision herein is held invalid, the remainder of the Agreement shall not be affected. Any notice required to be given under this Agreement shall be in writing and sent to the contact information included herein. This Agreement may be signed in one or more counterparts, each of which is an original, but taken together constitute one in the same instrument. The execution of a payment, online acceptance of these terms, or digital signature shall be deemed a valid signature.



## Cancellation Policies

### ***Channel Bookings:***

If the guest books the property on a listing channel such as Airbnb, Home Away, VRBO, TripAdvisor, Expedia, etc. then the payment and cancellation policy for the property on that channel applies.

### ***Direct Bookings:***

A direct booking is any booking that is made with Destin Dreamers' by phone or through Destin Dreamers' website which may occur through a booking channel that does not process money.

There are two cancellation policies for direct bookings, peak season and non-peak season.

***It is highly recommended that guests procure trip insurance*** (most major credit cards provide it if booked with their card. Please check with your credit card carrier for further details).

### ***Peak Season Cancellation Policy*** (May 15 through second week of August:

If cancellation from guest occurs within 7 days of check-in date:

No refund, full booking amount (including cleaning fee) forfeited by customer.

If cancellation from guest occurs within 8 – 45 days of check-in date:

50% refund of total payout issued.

If cancellation from guest occurs within 46-60 days of check-in date:

Full refund minus \$300 cancellation fee.

If cancellation from guest occurs outside of 60 days of check-in date:

Full refund minus \$50 cancellation fee.

If cancellation occurs from Destin Dreamers initiating the cancellation:

Full refund.



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*Non-Peak Season (third week of August to mid-May)*

If cancellation from guest occurs within 7 days of check-in date:

50% refund issued of full booking amount.

If cancellation from guest occurs within 7 - 14 days of check-in date:

75% refund of full booking amount including full cleaning fee.

If cancellation from guest occurs between 15 - 45 days of check-in date:

Full refund minus \$300 cancellation fee.

If cancellation from guest occurs between 46 - 60 days of check-in date:

Full refund minus 200 cancellation fee.

If cancellation from guest occurs outside of 60 days of check-in date:

Full refund minus \$50 cancellation fee.

If cancellation occurs from Destin Dreamers initiating the cancellation:

Full refund.

*All Seasons:*

If there is an event that requires a mandatory evacuation by any Federal, State, or Local authorities, the cancellation policies afore mentioned still apply. **We recommend guests procure travel insurance during Hurricane season in particular.** Most major credit cards provide travel insurance if the trip is paid for with the card, please consult your credit card provider for details.

## Payments

**Airbnb:**

Payments on Airbnb are handled per Airbnb policy.

**HomeAway:**

Payments on Airbnb are handled per HomeAway policy.

**TripAdvisor & other Channels**

Payments on Tripadvisor and other channels are handled per each channel's policy.



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## Direct Booking:

50% payment at confirmation (booking date).

Remainder 50% payment is charged 7 days prior to check-in.

Custom payment plans can be made and executed. Call for details.



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## Guest Verification

I give permission to SafelyStay, Inc., to verify my identity, and check criminal databases in order to confirm my reservation. Complete terms regarding Safely's guest verification can be found at [www.safelystay.com/terms-of-use](http://www.safelystay.com/terms-of-use). Please contact Safely at [Concierge@Safely.ai](mailto:Concierge@Safely.ai), or go to [www.Safely.ai](http://www.Safely.ai), if you have any questions.

### ***Trust and Safety***

The SafelyStay, Inc. Trust and Safety Fee includes up to \$10,000 of coverage for contents damage and up to \$100,000 coverage for property damage and bodily injury. Complete terms regarding the Trust and Safety coverage can be found at [www.safely.ai/DestinDreamers](http://www.safely.ai/DestinDreamers). The Trust and Safety Fee is refundable only if the reservation is cancelled in writing at least twenty-four (24) hours prior to arrival date. Any deductible or minimum claim amount will be the responsibility of the Guest, and Destin Dreamers will process using the form of payment on file for Guest.



## Golf Cart Usage and Rules

### **GOLF CART USAGE**

The Guest must fill out a short insurance form for the golf cart.

The golf cart key will be provided in the front compartment of the golf cart inside a bag. The garage door opener will also be in the front compartment in a bag upon arrival. Please keep the garage door opener in the front compartment of the golf cart at all times.

Please note a copy or picture of EVERY golf cart operator's driver's license is required prior to arrival.

If you're from the United States, you'll be required to present:

- ▶ A driver's license of every guest who will be driving the cart
- ▶ A copy of your driver's insurance to keep in the golf cart (if applicable)

If you're an international driver, you'll be required to present:

- ▶ A driver's license of every guest who will be driving the cart
- ▶ Passport
- ▶ International driving permit (for EU/UK and other international drivers)
- ▶ A copy of your driver's insurance to keep in the golf cart (if applicable)

\*Because the golf cart is street legal, it classifies as a road vehicle.



## **Golf Cart Rules:**

- 1) The Guest agrees to keep the provided golf cart and any accessories to the golf cart in the same condition as received. This includes, but is not limited to, cleaning the golf cart of all trash and washing the golf cart, with the provided water hose, of all sand.
- 2) For carrying items on the golf cart, there is a provided rack on the back of the golf cart to carry beach chairs that can safely and securely hang, as designed, off the rack. The back seat also flips over to allow for storage. No other means of carrying items is permitted. Please do not carry items insecurely or on any seats unless being held by the Guest at all times.
- 3) Some golf carts are gas operated, not electric. For gas powered carts, under the driver's seat there is a manual lever to switch to reverse, neutral or forward. Once stopped, the golf cart will automatically shut off. However, please ensure the headlights are turned off and the key is in the OFF position when not in use so the battery does not drain. The Guest is NOT responsible to ensure the golf cart is refueled when returning the golf cart to the Rental Agent.
- 4) The Guest acknowledge that a \$45 charge will be charged to the Guests credit card on file in the event the Guest loses or misplaces the golf cart key or the garage door opener that is provided at check in.
- 5) The Guest understands and agrees that the Rental Agent shall not be liable for damages of any kind whatsoever to the golf cart or injuries sustained to the Guest while in the Guests care. The Guest agrees to hold the Rental Agent free from all such damages and injuries sustained.
- 6) The Guest agrees to pay or reimburse the Rental Agent on the return of the golf cart, for all charges incidental to all breakages or damage to the golf cart while in the Guest's care.
- 7) The Guest agrees that no more than 6 authorized persons are allowed in the golf cart at any time and MUST WEAR SEAT BELTS AT ALL TIMES while in operation.
- 8) The Guest accepts FULL responsibility to uphold all local laws while operating the golf cart. The Rental Agent will not be held responsible in any way for any accidents caused, parking tickets, or violations under the Guests care.
- 9) The Guest acknowledges that only a person over the age of 21 with a valid drivers license and current (meaning "up to date") vehicle insurance is allowed to operate the golf cart.
- 10) The golf cart is NOT permitted on any roads posted over 35mph speed limits and at no time are the Guests allowed to operate the golf cart on Hwy 98.



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- 11) The Guest hereby warrants to the Rental Agent that the Guest operating the golf cart possess motor vehicle insurance that covers the golf cart and personal injury to the Guest, additional persons riding with the Guest and other motor vehicles, while in the Guest's care. The Guests Insurance Policy is Primary to ALL claims, accidents, injuries and/or suits while under the guests care.
- 12) For gas powered carts, the cart will come with a full tank of gas. During the stay, the guest is responsible for buying additional gas needed. The guest is NOT responsible for filling the tank at the end of their stay.
- 13) If the cart is battery powered, the guest will ensure the cart is plugged in and charging each evening after the day's use and upon checkout. When taking the cart away from the property, the guest will take the charging cable in the compartment under the front seat in case a charge is needed while away. This will ensure the cart is charged for you and future guests.
- 14) The guest will lock the door between the house and the garage and shut the garage when leaving the house.



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## Golf Cart Agreement Destin Coastal Escapes LLC (850) 225-8117

- DO NOT DRIVE ON ANY ROADS POSTED 35 MPH OR MORE
- MUST BE AT LEAST 21 TO OPERATE THE GOLF CART
- YOUR INSURANCE IS PRIMARY. IT IS YOUR RESPONSIBILITY TO UNDERSTAND WHAT YOUR INSURANCE COVERS AND/OR DOES NOT COVER PRIOR TO OPERATING THE GOLF CART
- MUST PRESENT VALID COPY OF DRIVERS LICENSE AND VALID COPY OF YOUR PROOF OF INSURANCE UPON THE DATE OF CHECK IN TO OPERATE THE VEHICLE FOR THE DURATION OF YOUR STAY. NO UNAUTHORIZED DRIVERS ARE ALLOWED TO DRIVE THE GOLF CART AT ANY TIME. IN THE EVENT THAT DESTIN COASTAL ESCAPES FINDS A VIOLATION OF ANY OF ANY OF THE TERMS OF THIS AGREEMENT, THEY CAN AND WILL REMOVE THE GOLF CART FROM THE PROPERTY AT ANY TIME AND NO REPLACEMENTS WILL BE GIVEN FOR THE DURATION OF YOUR STAY. ANY DAMAGES AS A RESULT OF THE VIOLATION, OR COSTS TO REMOVE THE VEHICLE WILL BE CHARGED TO THE REGISTERED GUEST ON FILE.
- **INSURANCE:** The valid and collectible liability insurance and personal injury protection insurance of any authorized rental or leasing driver is primary for the limits of liability and personal protection coverage required by sections 324.021(7) and 627.736, Florida Statutes.
- **FAILURE TO RETURN:** Failure to return rented property. Or equipment upon expiration of the rental period and failure to pay all amounts due (including costs for damage to the property or equipment) are prima facie evidence of intent to defraud, punishable in accordance with section 812.155, Florida Statutes.
- If your golf cart is an electric vehicle, you are responsible to keep the golf cart charged, as shown upon check in, to maintain the battery life.
- If your golf cart is gas powered, you are not required to re-fuel the golf cart prior to check out.
- Check out instructions **MUST BE FOLLOWED** and the golf cart **CLEANED**, and put back **EXACTLY** as it was given. Any damages to the vehicle are at the expense of the guests and the guests will in no way hold Destin Coastal Escapes OR the property's owner liable for any damages caused by or to the golf cart.
- The rental of the Golf Cart has been paid in full with the rental of the property.

**Registered Guest of Record:** By signing below, you agree to all the terms and conditions of this agreement and accept liability for any and all guests registered as "Authorized Drivers" while the vehicle is in your care.

You further acknowledge that you have been given an opportunity to read this document before signing.

Your signature below authorizes us to process the credit card we have on file and file any claims against your booking and insurance in the event there is any damage to the vehicle. You also authorize us to charge your credit/debit card after the rental concludes for any unpaid parking, citations, violations, damages to the vehicle or other fines or penalties assessed against you, us or the Vehicle during this rental.

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Registered Guest Signature

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Date



# Destin Dreamers

C e l e b r a t i n g L i f e

**Golf Cart Agreement**  
**Destin Coastal Escapes LLC (850) 225-8117**

<b>AUTHORIZED DRIVER (PRINT YOUR NAME)</b>	<b>SIGNATURE</b>	<b>AUTHORIZED DRIVER (PRINT YOUR NAME)</b>	<b>SIGNATURE</b>



## Golf Cart Agreement

### Destin Coastal Escapes LLC (850) 225-8117

#### 1. Rental Agreement Terms and Conditions

Definitions. "Agreement" means all terms and conditions found in this form, and on the document titled Face Page. "You" or "your" means the person identified as the renter in this Agreement, each person signing this Agreement, each Authorized Driver and each person or organization to whom charges are billed by us at its or the renter's direction. All persons referred to as "you" or "your" are jointly and severally bound by this agreement. "We", "our" or "us" means the business organization named in this Agreement that is renting the Vehicle to you. "Authorized Driver" means the renter and each additional driver listed by us on this Agreement, provided that each such person has a valid driver's license and is at least age 21. Only Authorized Drivers are permitted to operate the Vehicle. "Vehicle" means the automobile or truck identified in this Agreement and each vehicle we substitute for it, and all its tires, tools, accessories, equipment, keys and Vehicle documents.

#### 2. Rental Indemnity and Warranties.

This is a contract for rental of the vehicle. We may repossess the vehicle, at your expense, without notice to you, if the vehicle is abandoned or used in violation of law or this agreement. You agree to identify us, defend us and hold us harmless from all claims, liability, costs and attorney fees we incur resulting from or arising out of this rental and your use of the vehicle. **We make no warranties, express, implied or apparent, regarding the vehicle, no warranty of merchantability and no warranty that the vehicle is fit for a particular purpose.**

#### 3. Conditions and Return of Vehicle

You must return the vehicle to the address of your booking, on the date and time of check out in the same condition that you received it. If the vehicle after check out you remain responsible for the loss of it and all damage to it until we inspect it or next opening for business. Service to the vehicle or replacement of parts or repairs during the rental must have an hour prior approval. You must check and fill all fluid levels and return the vehicle with at least the same of fuel as rented. If the vehicle is an electric vehicle, you are responsible to plug in the vehicle nightly and use as instructed. Misuse of the electrical vehicle and damages to the vehicle as a result of misuse may result in fees charged to you that we may incur to replace or fix the vehicle. **You are responsible to return the vehicle in the same condition it was in upon your arrival. A \$50 penalty applied if the vehicle has not been cleaned at least to the condition it upon your arrival.**

#### 4. Responsibility for Damage or Loss; Reporting to Police; Responsibility for Tolls and Traffic Violations.

You are responsible for all damage to, or theft of, the vehicle, including damage caused by weather, road conditions and acts of nature, whether or not you are at fault. You are responsible for the cost of repair, or the actual cash retail value of the vehicle on the date of the loss if the vehicle is not repairable or if we elect not to repair the vehicle. You are also responsible for Loss of Use, Diminished Value, and our administrative expenses incurred processing the claim. You must report all accidents or incidents of theft and vandalism to us and the Police as soon as you discover them. You are responsible for paying to the appropriate 3rd party all Tolls, Parking, Traffic and Toll Violations, Toll Evasion Fines, Citations, other Fees, Penalties for features, court costs, towing, and storage charges occurring during this rental. If you fail to pay the charging entities and we pay all or part of the charged on your behalf, you will reimburse us for all such costs and, in addition, pay us an administrative fee of \$50 for each charge.

#### 5. Injury to Others: Insurance

You are responsible for all injury, damage and loss you cause to others. You agree to provide liability, collisions and comprehensive insurance covering you, us and the vehicle. Where State Law requires us to provide auto liability insurance, our insurance is secondary in this agreement and your insurance will remain Primary to all incidents and claims. The policy is Void if you breach this agreement or if you fail to cooperate in a Loss investigation conducted by us or our Insurer. Giving the vehicle to an unauthorized driver, terminates coverage under the policy.

#### 6. Charges

**You permit us to reserve against your credit/debit card at the time of rental a reasonable amount in addition to the estimated charges.** You will pay us at or before the conclusion of this rental or on demand all charges on the face page of this agreement Plus: (A) Fuel and a refueling charge if you return the vehicle with less fuel than when rented (B) All expenses we incur recovering the vehicle, if it is not returned as promised (C) All costs, including pre and post judgement attorneys fees we incur collecting payment from you or otherwise enforcing or defending our rights under this agreement; (D) a 2% per month late payment fee, or the maximum amount allowed by law, on all amounts paid after the rental concludes (E) \$50 or the maximum amount permitted by law, whichever is greater, if you pay us with a check unpaid for any reason; and (F) a reasonable fee not to exceed \$350 to clean the vehicle if returned substantially less clean than when rented. All charges are subject to our final audit. If errors in computation of the charges are discovered after the close of this transaction, you authorize us to correct the charges with your credit/debit card issuer.

#### 7. Your Property

You release us, our agents and our employees from all claims for loss of and damage to your personal property or that of another person, that we received, handled or stored, or that was left or carried in or on the vehicle or in our offices, whether or not the loss or damage was caused by our negligence or was otherwise our responsibility.

#### 8. Breach of Agreement

Any acts in violation of this agreement, as listed above, breach this agreement and any commitments Destin Coastal Escapes LLC has made with you. Upon violation of this agreement, Destin Coastal Escapes LLC is authorized to remove the vehicle from the property upon the breach of this agreement at your expense. You waive all recourse against us for criminal reports or prosecutions that we take against you that arise out of your breach of this agreement.

#### 9. Modifications:

No term of this agreement can be waived or modified except by a writing that we have signed. If you wish to extend the rental period, you must return the vehicle to the property you have booked for inspection and written amendment by us of the due in date which is referred to as your "check out date". This agreement constitutes the entire agreement between you and us. All prior representations and agreements between you and us regarding this rental are void.

#### 10. Miscellaneous:

A waiver by us of a breach of this agreement is not a waiver of additional breach or waiver of the performance of your obligations under this agreement.