Check-In : 3:00 - 5:00 PM (EST)

Check-Out : 10:00 AM (EST)

Payment : We accept All Major Credit Cards, Visa, MasterCard, American Express, Discover.

**RENTAL TERMS & CONDITIONS** for Vacation Rentals in St Johns County Florida - Effective October 1, 2015. This is a vacation rental agreement for St. Augustine Beach and St, Johns County, Florida vacation rentals. The rights and obligations of the parties to this agreement are defined by law. Your signature on this agreement, or payment of money or taking possession of the property after receipt of the agreement, is evidence of your acceptance of the agreement, and your intent to use the property for a vacation rental. Second Home, LLC (Second Home), the management firm, on behalf of the owner of the property, rents the subject St. Augustine area property to the tenant, subject to the provisions of the rental agreement.

\*\*Tax rates are calculated as of the time of this Agreement. Tenant shall be responsible for payment of all applicable taxes according to rates in effect at the time of the occupancy.

1. **TRANSFER OF PREMISES.** We reserve the right to substitute comparable accommodations without prior notice or liability. We will make every effort to contact you should this happen. When comparable accommodations are not available, guests will have the option of selecting from available properties at the published rate for such properties or receiving a complete refund.
2. **TENANT AGREES TO PAY A $50.00 PROCESSING FEE FOR ANY CHECK OF TENANT THAT MAY BE RETURNED BY THE FINANCIAL INSTITUTION DUE TO INSUFFICIENT FUNDS OR BECAUSE TENANT DID NOT HAVE AN ACCOUNT AT THE FINANCIAL INSTITUTION.**
3. **FINAL BALANCE.** Full payment of balance is due 60 days in advance of scheduled check in date , no exceptions. Please contact us at 904-347-2440 at that time to pay your final payment, or you can login under Guest Login on our website to pay balance online.
4. **No House Parties/ Large Groups:** If home is booked for these purposes without our knowledge, occupancy will not be allowed and deposit forfeited. Some properties do allow groups, weddings, or reunion with an event fee. If discovered after occupancy, guests will be charged the applicable event fee or asked to vacate the premises immediately with no refund.
5. **DAMAGE CHARGES**. Your credit card information will be kept on file during the term of your stay in our rentals for use as a "security/damage deposit" to insure compliance with the terms of the Rental Agreement. If, after inspection, it is determined that the condition of the rental that you inhabited is beyond normal wear and tear, or contents are missing from the unit, Tenant agrees to accept all liability and understands that these costs will be charged to the Tenant's credit card, to include an applicable administrative fee. Amounts may also be charged to cover unnecessary service calls, unreturned keys, or remotes to our rentals. Please report any problems or damage in your unit on the day of check-in. If not reported, we must assume the damages occurred during your occupancy of our rentals. Second Home’s determination of damages will be conclusive.
6. **CHECK-OUT.** By 10:00 a.m., all keys, pool passes, parking passes, remotes, etc., are to be returned to our St. Augustine Beach office. If check-out has not occurred by 10:00 a.m., the full daily rate for our rentals may be charged to your credit card on file.
7. **CANCELLATION POLICIES. RESERVATION FEES ARE NON-REFUNDABLE. ALL RESERVATIONS ARE REQUIRED TO HAVE A VALID CREDIT CARD ON . ALL CLEANING AND INCIDENTAL INSURANCE FEES WILL BE REFUNDED.**
	* **For Monthly Rentals:** Cancellations made 60 days or more prior to scheduled check in date - $50 cancellation fee; Cancellations made less than 60 days prior to scheduled check in date - total rent plus tax as a cancellation fee.
	* **For Weekly Rentals:** Cancellations made 60 days or more prior to scheduled check in date - $50 cancellation fee; Cancellations made less than 60 days prior to scheduled check in date - total rent plus tax as a cancellation fee.
	* **Natural disasters, acts of God, inclement weather** or problems could affect your vacation to St. Augustine Beach. We will do our best to accommodate you should a problem occur, but, we cannot refund any portion of your rent. PLEASE REMEMBER YOUR RESERVATION HOLDS THAT UNIT IN YOUR NAME, THEREBY REMOVING IT FROM OUR INVENTORY OF AVAILABLE RENTALS.
8. **TRANSFERS.** No unit transfer by request of Tenant will be made once the reservation has been confirmed.
9. **CLEANING.** Your rental unit will be thoroughly cleaned before each arrival. If you are not satisfied, please call our office immediately. If you are a late arrival, please notify us by 12pm on the following day. If you have not called by this time, we will assume you have found everything in acceptable condition. All of our rental units have a departure cleaning added to their rental rate which will include a normal cleaning of the unit. We ask only that our rental guests load any dirty dishes into the dishwasher, remove leftover food and garbage from the unit, and place all used linen in laundry area of unit. Our housekeeping staff will do the rest for you! Each unit is inspected after every departure and renters may be charged for extra cleaning if unit is left excessively dirty and/or if Tenant fails to do the above listed requirements.
10. **TENANT DUTIES.** Tenant agrees to comply with all obligations imposed on Tenant with respect to maintenance of the Premises, including but not limited to keeping the Premises as clean and safe as the conditions of the Premises permit and causing no unsafe or unsanitary conditions in the common area and remainder of the Premises that Tenant uses; and notifying rental office of the need of replacement or repairs to the unit. Tenant agrees not to use the Premises for any activity that violates any criminal law or governmental regulation. Tenant's breach of any duty contained in this paragraph shall be considered material, and shall result in the termination of Tenant's tenancy.
11. **AGENT DUTIES.** Second Home agrees to provide the Premises in a fit and habitable condition. If at the time Tenant is to begin occupancy of the Premises, Agent cannot provide the Premises in a fit and habitable condition or substitute a reasonably comparable property in such condition, Agent shall refund to Tenant all payments made by the Tenant. (Exceptions: hurricane damage/evacuation. Second Home shall conduct all brokerage activities in regard to this Rental Agreement without respect to the race, color, religion, sex, national origin, handicap or familiar status of any tenant.
12. **MANDATORY EVACUATION.** If State or local authorities order a mandatory evacuation of an area that includes the Premises, Tenant shall comply with the order.
13. **EXPEDITED EVICTION.** If the tenancy created hereunder is for 30 days or less, expedited eviction procedures will apply. Tenant may be evicted under such procedures if Tenant: (i) holds over in possession after Tenant's tenancy has expired; (ii) commits a material breach of any provision of this Agreement (including any addendum hereto) that according to its terms would result in the termination of Tenant's tenancy; (iii) fails to pay rent as required by this Agreement; or (iv) has obtained possession of the Premises by fraud or misrepresentation.
14. **INDEMNIFICATION AND HOLD HARMLESS; RIGHT OF ENTRY; ASSIGNMENT.** Tenant agrees to indemnify and hold harmless Agent and the owner from and against any liability for personal injury or property damage sustained by any person (including Tenant's guests) as a result of any cause, unless caused by the negligent or willful act of Agent or the Owner. Tenant agrees that Agent, the Owner or their respective representatives may enter the Premises during reasonable hours to inspect the Premises, to make such repairs, alterations, or improvements hereto as Agent or Owner may deem appropriate. Tenant shall not assign this Agreement to sublet the Premises in whole or part without written permission of the Agent.
15. **PETS.** Second Home does have many "pet friendly" units. IF A UNIT DOES NOT SPECIFICALLY ALLOW PETS and Tenant is found to have a pet in Tenant's unit at any time during Tenant's stay, Tenant's tenancy shall be terminated and a mandatory additional cleaning charge of $300 will be charged to Tenant's credit card on file, plus an applicable administration fee.
16. **SMOKING FEE. All units are NON SMOKING!!!** Smoking is STRICTLY PROHIBITED inside all rentals. Tenant will be charged a $300 additional cleaning fee to Tenant's credit card on file if evidence of smoking is found.
17. **REPAIRS AND SERVICE CALLS.** We cannot guarantee against breakdown of air conditioning or other appliances. Please report any non-operative equipment to our office promptly. We will make every effort to have repairs done quickly and efficiently. Should a repairman make a call to a unit and find that the equipment is in working order and the problem was due to tenant oversight or neglect, all charges for the service will be charged to the Tenant's credit card on file. No rental refunds will be made due to failure of air conditioning, other appliances or items beyond our control.
18. **UNIT TELEPHONE.** Most units have telephones for your convenience. You are not allowed to charge long distance calls to the unit phone. You may, however, place or receive long distance calls using your calling card. Any call billed to the unit (including directory assistance) will be charged to your credit card by Second Home, plus a $10.00 service charge.
19. **LOCK OUTS.** If you lock yourself out of your unit after normal business hours and the Agent, or an employee of the Agent, is called to open the door for you, there will be a $50.00 service fee which will be DUE AT THE TIME OF SERVICE.
20. **The GUEST understands that the accommodation is privately owned**, including the furnishings, and neither Second Home, nor the Owner shall be responsible for providing any additional furnishings or equipment not available presently on the Premises. Certain areas, such as locked closets designed with each unit, are reserved for the exclusive use of the Owner and will not be available for the use of the Tenant. All decor and service items in the unit are privately owned and provided. Please respect them as you would your own property. DO NOT REARRANGE FURNISHINGS OR LEAVE ANY FURNISHINGS OUTDOORS (EXCLUDING DECK FURNITURE).
21. **RENTAL DAMAGE PLAN.** This Vacation Rental Damage plan covers unintentional damages to the rental unit interior that occur during your stay, provided they are disclosed to management prior to check-out. The policy will pay a maximum benefit of $1500. Any damages that exceed $1500 will be charged to the credit card on file. If, during your stay at one of our Rental Properties, an Insured Person causes any damage to real or personal property of the unit as a result of inadvertent acts or omissions, the Insurer will reimburse the Insured for the cost of repair or actual cash value of such property up to a maximum benefit of$1500.00. Certain terms and conditions apply. Full details of the Vacation Rental Damage coverage are contained on our Website.
22. **MINIMUM STAY:** Some rental unit have a Minimum Stay requirement per their bylaws. Minimum stay requirements vary and will be quoted at time of reservation.
23. **AGE REQUIREMENTS.** We do not rent to anyone under the age of 18 (legal photo ID required upon request). Any reservation made under false pretenses will be subject to forfeiture of advance payment, deposit, and/or rental money. Violators will be evicted with no refund. Some complexes have different age requirements that we are required to comply with. Please check with your reservationist.
24. CAMPERS, TRAILERS, BOATS, MOTOR HOMES OR RECREATIONAL VEHICLES. Please ask our rental agents PRIOR to bringing these items. It MAY be possible to bring these items to certain units. Most condo rentals do not allow for parking of above listed items and tenant will be required to remove at tenant's expense.
25. **SWIMMING POOL: NO LIFEGUARDS ON DUTY.** Guests assume all liability for use of pools, spas, and similar fixtures.
26. **LINENS, SUPPLIES, GRILLS.** An initial linen supply will be provided. The beds will be made and a change of linens is available in each unit.
27. Supplies & Appliances (minimum):
	* Kitchenware, utensils, dishes, and cookware.
	* Air conditioning and heat.
	* At least one TV.
	* Full kitchen including microwave, oven, and refrigerator.
	* Washer and dryer.
	* Some rental units have grills and some properties prohibit grills at the unit. Please check with reservationist at time of booking if a grill is available.. Charcoal grills are prohibited on decks, porches and balconies of most condos. Please see individual descriptions from amenities of each property. We cannot provide replacements or give refunds for the failure of these items or other small appliances.
28. **Second Home, LLC., is not responsible** for articles lost, stolen, or left behind in the rental units.

**DISCLAIMER:** Every effort has been made to assure accuracy, Second Home, LLC; however, cannot assume responsibility for errors or omissions. Rental data, terms and conditions are subject to change without notice.

IF YOU HAVE ANY QUESTIONS REGARDING POLICIES AND PROCEDURES OR WOULD LIKE MORE INFORMATION, PLEASE CONTACT OUR OFFICE AT (904) 347-2440 or 1-833-222-2092 or email at info@secondhomestaug.com