

Fort Pierce Vacation Hale Rental Agreement

Welcome and thank you for booking your vacation rental with us

Please be sure to read this rental agreement in its entirety, as well as our website Terms & Conditions. The Fort Pierce Vacation Hale property you have selected (may have additional rules, policies, terms and conditions that apply to your stay, which are found in the description section(s) of the Vacation Rental listing. This Agreement contains the following important terms:

- **FOR DAILY RENTALS** you may cancel your reservation up to 7 days in advance for a 100% refund. You may cancel your reservation up to 3 days in advance for a 50% refund. After that the reservation is non refundable
 - We require a 50% deposit to book a reservation and the balance must be paid within 3 days of check in date (or in full if booking is before the 3 days check in).
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- **FOR WEEKLY RENTALS** you may cancel your reservation up to 7 days in advance for a 100% refund. You may cancel your reservation up to 3 days in advance for a 50% refund. After that the reservation is non refundable
 - We require a 50% deposit to book a reservation and the balance must be paid within 7 days of check in date (or in full booking is before the 7 days check in).
- **FOR MONTHLY RENTALS** you may cancel your reservation up to 60 days in advance for a 100% refund. You may cancel your reservation up to 30 days in advance for a 50% refund. After that the reservation is non refundable
 - We require a 50% deposit to book a reservation and the balance must be paid within 7 days of check in date (or in full booking is before the 7 days check in).

By clicking “Book Now” you are acknowledging and agreeing to each term included in this Rental Agreement, which specifically includes each of the above-described terms and conditions, as well as any applicable rules, policies, terms or conditions specific to the property:

1. **PAYMENT TERMS & CANCELLATION.** The total amount due, including the base rates, taxes, and fees are displayed on the checkout webpage for the Vacation Rental. A portion of your total payment may be due upon checkout. The balance is due prior to arrival within the schedule indicated on the reservation webpage. Please review these amounts carefully. **You may cancel your booking at any time; however, all amounts that have been paid prior to your cancellation may be non-refundable unless specifically indicated otherwise.** Please review the specific cancellation and refund terms in the listing you are reserving prior to checkout as exceptions will not be made once your reservation is confirmed. Our website accepts Major Credit Cards and we also accept PayPal. A credit card must be on file for damages
2. **HOUSE RULES & POLICIES**
 - No smoking/vaping inside the home.
 - No parties or gatherings. This is strictly enforced.

- 2 pets are permitted for a fee. Pets must be pre-approved. You must clean up after your pet each time it uses the bathroom,
 - Quiet hours are 10 PM to 8 AM.
 - 2 spots available for vehicle parking. Boat and trailer parking must be pre-arranged. RV Site for 30 amp available for an extra cost and must be pre-arranged
 - No glass bottles around the pool, do not put toys or small items in the pool. Pets are not allowed in the pool.
 - Further, violation of any law or ordinance by any individual at the Vacation Rental during your reservation will result in the immediate removal of you and other members of your party from the Vacation Rental without refund.
3. **ARRIVAL DETAILS & CHECK-IN/CHECK-OUT.** Once your booking has been paid in full, you will receive contact information on how to Check-in. Check in. Check in time is 3:00 PM and check-out times is 11:00 AM.
4. **DAMAGE.** Any damage to the Vacation Rental must be reported immediately. Additional cleaning fees, and/or any fines or other costs incurred by the behavior of you or any other occupant during your stay in violation of laws or other regulations. You grant Fort Pierce Vacation Hale the right to charge the credit card number used to book the Vacation Rental for any such damages, including, but not limited to, additional cleaning fees.
5. **FEES & ADDITIONAL SERVICES.** All mandatory and optional booking-related fees will be disclosed in the Vacation Rental listing. If you fail to select any option(s) that incur additional fees applicable to your stay (e.g., pet fees, pool heating fees, RV hook ups, etc.) and it is later discovered that you should have paid for such option(s), you grant Fort Pierce Vacation Hale the right to charge the credit card number used to book the Vacation Rental for the associated additional fees.
- 6.
- **Pet Fees**
\$15 per day per pet / \$35 Per week per pet / \$50 per month per pet
 - **RV Fees**
\$25 per day / \$140 per week /\$450 per month
RVs may not arrive before house guest check in and may not depart after House guest check out
 - **Pool Heater Fees**
\$35 per day
 - **Cleaning Fees**
\$125
 - **CC Fees**
3 %

7. MAXIMUM OCCUPANCY

- The maximum number of people that may occupy the Vacation Rental is **4**. This does not include **2** RV guest for an additional fee.
- Parties and large gatherings are not permitted at the Vacation Rental under any circumstances. Conduct of unauthorized parties or gatherings may result in your removal from the property without refund and we may contact local law enforcement when appropriate. You agree to respect the Vacation Rental, neighbors, the surrounding community and to follow all applicable laws, regulations, ordinances and rules, including noise ordinances. You agree to conduct yourself in a manner that does not disrupt neighbors or community members.

8. **CONDITION OF THE PROPERTY.** Your Host cares very much about their Vacation Rental and strives to keep it in excellent shape. If you notice any problems, hazardous conditions, housekeeping issues, or maintenance issues, please notify your Guest Contact immediately. If the Vacation Rental is not in the condition represented in the rental listing,
9. **HOST ACCESS.** Pool maintenance and lawn maintenance will be done on a regular basis during your stay. You agree to allow your Host, Guest Contact, and/or their agents reasonable access to the Vacation Rental during your stay if requested. Such access may be necessary to resolve maintenance related issues you report. In the event of an emergency, the Vacation Rental may be accessed without prior notice or permission.
10. **CLEANLINESS.** You are expected to treat the Vacation Rental with respect, keeping in mind that this is an individual's home, you are expected to leave the Vacation Rental in a clean, neat, and orderly condition and respect the Host's requests regarding check-out procedures. All dishes must be washed and put away, all floors and surfaces must be clean, trash must be taken out etc.
b) **CANCELLATIONS BY HOST OF PROPERTY.** In the event that your Host cancels your booking, you will be notified as quickly as possible. In such cases, a refund 100% of any amounts paid will apply. This is something the host definitely would not want to do but, if maintenance issues, natural disasters, storms etc. arise cancellation may be inevitable.

INDEMNITY & HOLD HARMLESS. You agree to indemnify and hold harmless your Host, for any liabilities, claims, damages, injuries, costs or expenses whatsoever arising from or related to your use and/or occupancy of the Vacation Rental, including, but not limited to, any claim or liability for personal injury, damage, or loss of any kind resulting from your actions or omissions, and the actions or omissions of other occupants, during or relating to your stay.

11. **ASSUMPTION OF RISK.** You and anyone using the Vacation Rental during your stay accepts and assumes all risks involved in or related to the use of the Vacation Rental and surrounding property, the pool, tub, or any other body of water, any water-related activities, features on the property, activities participated in during your stay on or off the property, amenities provided at the property, or third-party transportation vendors, as applicable, whether or not disclosed in the listing. You understand that travelling and staying in a vacation rental property may increase the likelihood of contracting an infectious disease, such as COVID-19, and you voluntarily assume that risk. You further accept and assume all risks involved in or related to any recreational equipment of any kind, including but not limited to beach or pool equipment, floating devices, game or sports equipment, as applicable. You are responsible for determining your fitness for participating in any features or activities during your stay and your ability to fully understand and comply with any directions, warnings, laws, or regulations presented. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU KNOWINGLY, VOLUNTARILY AND FREELY ASSUME ALL RISKS, BOTH KNOWN AND UNKNOWN, OF THE ABOVE-DESCRIBED ACTIVITIES, AND YOU ASSUME FULL RESPONSIBILITY FOR PARTICIPATION IN ANY SUCH ACTIVITIES.
12. **ATTORNEY'S FEES & COSTS.** If your Host employs the services of an attorney or attorneys to enforce any terms or conditions of this Agreement, you shall be liable to your Host, as applicable, for reasonable attorney's fees and costs incurred.
13. **FALSIFIED BOOKINGS.** If your booking was made under false pretense, including, but not limited to, a falsified name, age or size of party, you will be subject to immediate cancellation of your reservation, removal from the property, and forfeiture of all amounts paid.
14. **LIMITED SHORT-TERM RENTAL.** It is expressly understood and agreed that this is a short-term, transient vacation rental and is not a lease or other long-term residential tenancy agreement, and that the Vacation Rental is not intended to be utilized as a primary residence. This Agreement is only for the licensed use of the Vacation Rental for the stated reservation dates. It creates no property rights in you and no rights to renewal or for recurring usage. If you hold over after the expiration of your reservation dates, your extended stay, if authorized, will be from day-to-day only and will not constitute a renewal

or an extension for any further term. In such case, you will be liable for paying for the additional day(s) at a rate equal to two (2) times the nightly rate set for the property on the dates of your holdover, plus the actual costs of re-accommodating future tenants that were scheduled to use the Vacation Rental during such dates. You may not sublet the Vacation Rental or any part of it and shall not assign any interest (in whole or in part) to this Agreement or any rights hereunder.

The undersign hereby agrees to all the terms and conditions of the Vacation Rental Agreement

Full Name Primary Guest _____ Phone # _____

Signature of Primary Guest _____ Date _____

Full Name Guest 2 _____

Full Name Guest 3 _____

Full Name Guest 4 _____