

VACATION RENTAL CONTRACT

This vacation rental contract is a legal agreement between Karla Casertano (also referred to as the "Homeowner" and "Owner" and "Landlord" and Property Manager) and you, the Renters (also referred to as "Tenants" and Guests"). This contract is entered into agreement as of the date when the Renters sign this contract. The Homeowner will notify the Renters by email when the reservation is accepted.

Owner reserves the right to refuse service to anyone. NO SMOKING/NO PETS
NO ONE UNDER THE AGE OF 25 IS PERMITTED TO RENT THIS PROPERTY OR TO DRIVE THE GOLF CART.

PAYMENT POLICY

PAYEE

Karla Casertano
152 Glenhurst Drive
Verona, PA 15147

Phone 412-287-5541 email:flamingocoveoceansidevillage@gmail.com.

In order to book and hold your reservation, I must receive the deposit and signed rental contract, along with copies of current state driver's license, and a copy of insurance card, of Tenant(s) signing this agreement.

The (non-refundable) deposit of 50% of the rent total is due on acceptance of this contract by owner. The remainder (50%), is due at least 30 days before arrival, along with the 12% sales tax on the total amount, \$140 fee, which includes cleaning, all linens and towels, welcome basket and bath amenities, and \$600 security deposit, which will be refunded, only after maintenance has checked the property for any damage. Within 7 days after that, security deposit will be returned.

On stays longer than 90 days or longer, the 12% sales tax does not have to be paid.

If final payment is not received 30 days prior to arrival, reservation will be cancelled and deposit **WILL NOT** be returned. Accepted payments MasterCard/Visa with a 3.5% fee, or ZELLE, which is free from your participating bank, or check sent to the above address. Checks that are returned for non-payment will incur a \$50 fee.

Time of stay _____ to _____

Total rent \$_____, plus 12% tax, under a 90 day stay, \$140 fee which includes, cleaning, all linens and towels, welcome basket and bath amenities, plus \$600 security deposit.

Date of initial deposit_____ Amount\$_____

Date of final payment_____ Amount\$_____

Type of payment_____

If paying by charge card:

Name on charge card_____

Number of charge card_____ Exp. Date_____ CVV #_____

Zip Code_____

How many occupants will be staying at this property? _____

Names and Ages of Occupants staying at this property.

Initials _____

The home is provided with pillows, blankets and bedspreads. There are extra blankets in the closets.

Linens, towels, hand towels, wash cloths are provided for you.

You are responsible that all debris, trash and discards are placed in plastic bags and transferred to the large trash can. Trash pick up is NOW TUESDAY, so please have trash can to the curb MONDAY evening. Soiled dishes and cooking utensils are placed in the dish washer and cleaned. Owner does not guarantee, that any extra items will be available and guests need to provide their own paper goods, toiletries, laundry detergent, etc.

RENTAL AGREEMENT:

We, the Renters (also referred to as "Tenants" and "Guests), agree to the following:

- 1) PAYMENT DUE- All rental monies are due according to the payment schedule under "Payment Policy above on reservation acceptance.
- 2) CANCELLATION 30 DAYS OR LESS before check-in, Renters will forfeit the total rental. Total rental includes all charges on the paid-in-full invoice. CANCELLATION 31 DAYS OR MORE before check in, will forfeit their initial deposit of 50%. EARLY DEPARTURE-THERE ARE NO REFUNDS FOR EARLY DEPARTURE.
PLEASE CONSIDER BUYING TRIP INSURANCE @ www.insuremytrip.com, IF YOU THINK YOU MAY HAVE TO CANCEL AT SOME POINT.
- 3) HURRICANES & TROPICAL STORMS-There are NO REFUNDS for hurricanes, tropical storms or weather conditions. If a mandatory evacuation is ordered, the remaining days left will be refunded within 7 days.
- 4) CONDITION OF THE PROPERTY- Owners have, to the best of their ability, given an accurate description of the property and its condition. Guest(s) understands that is considered as reserved "sight unseen". Our cleaning staff will have cleaned it before your occupancy. All electrical, plumbing and appliances should be in working order. The failures of operation of certain extra amenities, such as TVs, cable, or the Internet and WIFI service are not a basis for any refund. Owner will make every effort to have these items repaired, but does not guarantee that they will be repaired during Guests occupancy. When you arrive, if you find that the house has not been cleaned to normal standards, please notify the Owner immediately. We will do our best to have tradesman attend to the problem, but may not be able to fix everything over the holidays or weekends. Under no circumstances will any of the rental money be refunded or returned because of the condition of the house.
- 5) CLEANING & REPAIRS- Please note that cleaning does not include dishes and cooking utensils. If additional cleaning is required after you leave, it will be charged to your credit card. Guest(s) agrees to keep house, furniture and furnishings in good order. Removing, adding or changing furniture without Owner's written approval, shall be deemed a material breach of the Rental Agreement, and is strictly prohibited. Guest (s) are responsible for cost of replacement of any damage to furniture or premises and replacement of missing items. Under no circumstances can any furnishings or linens, be taken outside onto the beach with the exception of those items specifically mentioned in paragraph 7.
- 6) ENTRY OF PREMISES-With guest's permission, which is hereby given, Owner or Owner's representative may enter the premises during reasonable daylight hours with as much notice as possible. Pest control sprays 4 times a year with a plant-based, non-toxic spray. If they are in the village spraying, they will just knock on the door.
- 7) USE OF EXTRAS-Renters will furnish their own beach towel, beach chairs and beach shades. However, the owner makes available extra towels and linens to handle unusual circumstances, or needs, including a few beach towels. These extra items are provided in the master bedroom closet. If Renters use any of these items, they will wash, dry and return them to their prior location or Renters will be assessed a cleaning fee of \$50.00. Also, the locked box on the deck has a beach umbrella, 2 beach chairs and various beach toys. **Owner does not guarantee the condition, or availability of such items, even though they were brand new when placed in the box.** The key for the deck box is hanging on a key ring in the house. That key also opens the lock for the propane tank for the grill.
- 8) ASSUMPTION OF RISK-Persons using the beach or pool do so at their own risk and the owner assume no responsibility for accident or injury. Renters will hold the Owners harmless from any bodily injury and/or property damage incurred on the property arising out of Renter's negligent acts or omissions. See disclaimer below.

- 9) CHILD PROOFING-Guest understands that no special efforts have been made to “childproof” this house, and accept the risk or harm to any children we allow on the property. These risks are not limited to, but include access to the ocean, pool, adjacent street, cleaning supplies in the house and plants in the house, patio and on the street, that might be poisonous if ingested.
- 10) FURNITURE-All furniture must be returned to its original location on Guest’s departure or an additional charge will be made.
- 11) MISSING ITEMS-Renters will be charged for any missing items reasonably attributable to Renters and not returned after notification. The cleaning service performs an inventory/survey of the property after Guests depart and notifies the owner of any missing items. Owner will notify guests in the event that items were inadvertently taken, and provide guests the opportunity to return missing items.
- 12) PERSONAL PROPERTY-Guest(s) understands that any personal property of and used by Guest(s), is not insured by Owner and Owner shall not be responsible for any lost, stolen or missing property of the Guest(s) or property of the Guest(S) left after check out.
- 13) KEYS-Keyless entry. You will be given the code a few days before arrival.
- 14) BEACH CONDITIONS-Guest(s) understands that Owner has no control over the condition of the beach and cannot be held liable for any changes to beach conditions or any closings as ordered by any official agency.
- 15) NO PARTIES-This is not a party house. The Renter must be 25 years of age to book this vacation rental. **Any special occasions such as weddings, receptions, family reunions or increase of occupants (guests not registered on reservation form) must be disclosed at the time the reservation is made and is subject to Owner’s advanced approval.** Prom parties, fraternity or sorority parties and graduation parties are not allowed, at any time. Adults cannot rent property on behalf of underage guests, NO EXCEPTIONS.
- 16) NON-SMOKING-This is a NON SMOKING vacation rental. Evidence of smoking, such as the smell of cigarette or cigar smoke inside the home by the cleaning crew is sufficient basis to charge the renter for smoke cleanup and removal from carpeting, AC ducts & filters and furniture. This type of cleanup is expensive and Renter is LIABLE for the deep cleaning costs (\$300) incurred.
- 17) NO PETS ALLOWED- If you bring pet(s), this rental agreement will be forfeited, terminated and deposits will be retained and a deep cleaning fee of \$300 will apply.
- 18) MAXIMUM OCCUPANCY-6 people. Beds are only provided for 6.
- 19) PARKING-Parking is limited to 2 vehicles. Street parking is not allowed, as per Oceanside Village policy. Parking anywhere else besides the parking provided, will result in vehicle being towed at Guests expense.
- 20) SUBLETTING-Guests are not authorized to let or sublet all or any part of the premises, not assign the lease or any interest in it.
- 21) CHECK-IN & CHECK-OUT- Check in is 4:00PM and check-out is 10am. A late check-out is subject to extra rental charges at the rate of \$100/hour. Guest may arrange for extra nights in advance, if available, to avoid any late checkout fees. Extra nights are charged at the daily rate and may be granted, if available. If guests are not present when cleaning crews arrive, and have left their possessions in the house, cleaning crews will collect their possessions and remove them from the premises in order to prepare the unit for incoming guests. Guest(s) will be charged a \$100 for this service. PLEASE checkout promptly, the cleaning crews have a very short window to prepare the unit for new guests. **GUEST MAY NOT CHECK IN EARLY WITHOUT PERMISSION FROM OWNER!**
- 22) CHECK-OUT PROCEDURES-Renters are responsible to complete the check-out procedures, as mentioned previously, (see check –out list).
- 23) ATTORNEYS FEE/DEFAULT-If any legal action or proceeding (including default, non-payments, etc.) arising out of or related to this Rental Agreement is brought by either party to this rental Agreement, the prevailing party shall be entitled to receive from the other party, in addition to all other relief that may be granted, the reasonable attorney’s fees, costs and expenses incurred in the action or proceeding by the prevailing party.
- 24) INDEMNIFICATION- Guest(s) agrees to indemnify and hold harmless, Owner for any liability arising before termination of this Rental Agreement for personal injuries or property damage caused by negligent, willful or intentional conduct of Guest(s). This indemnification agree does not waive Owner’s duty of care to prevent personal injury or property damage when that duty is imposed by law.

Initials _____

25) GOLF CART-Owner does supply a golf cart with rental. The Renter must provide a copy of all driver's licenses, of any or all of the rental party who may be driving the golf cart. Also, a copy of Renters insurance card, must be provided. NO ONE UNDER 25 IS PERMITTED TO DRIVE THE GOLF CART. RENTER(S) ARE RESPONSIBLE FOR ANY/ALL DAMAGES CAUSED BY ANY ONE IN THEIR PARTY DRIVING THE GOLF CART. GOLF CART MUST STAY IN THE OCEANSIDE VILLAGE PROPERTY

PLEASE NOTE: This is Oceanside Village Policies for the pass to get in and out of the village:

As the resident of a gated community, it should be important to you that the lease and amenities you are paying for are not being taking advantage of by unauthorized individuals. Oceanside has begun to notice an increase in the number of outsiders using our pools, beachfront parking lot and other amenities. Rules, such as this, are established to provide better services to our homeowners and, hopefully, to encourage you to assist Oceanside in their effort to maintain a safe environment for all its residents.

Gate Card Rules 2019 as of May 1, 2019

In 2019 we have enacted new procedures regarding our key card system and the number of key cards issued. It is important that this measure to be taken so that the Oceanside Security Team can maintain a safe environment for our homeowners and guests by restricting unauthorized individuals from entering our community. This new policy should reduce the liability for Oceanside and the homeowners on a daily basis. All visitor's vehicles must have a pass to enter into our private community. Please remember KEY CARDS ARE NOT A PASS TO GAIN ENTRANCE.

As the resident of a gated community, it should be important to you that the lease and amenities you are paying for are not being taking advantage of by unauthorized individuals. Oceanside has begun to notice an increase in the number of outsiders using our pools, beachfront parking lot and other amenities. Rules, such as this, are established to provide better services to our homeowners and, hopefully, to encourage you to assist Oceanside in their effort to maintain a safe environment for all its residents.

Vacation Renters – Vacation renters may purchase two (2) key cards per residence. A \$20.00 fee is required per key card with a \$10.00 refund upon return of the card at check out. In the event a card is lost or stolen there will be no refund. The cost to replace a lost or stolen card remains \$20.00 per card with a \$10.00 refund upon return of the card.

Snowbirds – Snowbirds (winter renters) must have the proper OSV decal displayed on their vehicle and may purchase one (1) key card per vehicle for \$20.00 with a \$10.00 refund upon the return of the key card. The cost to replace a lost or stolen key card remains \$20.00 per card with a \$10.00 refund upon return of the card.

Violations

Under no circumstances shall key cards be given to unauthorized individuals by homeowners, renters, snowbirds and or visitors. No unauthorized vehicle or visitor shall be let into any of Oceanside's gate entrances at any time by a key card holder.

These rules have been established to protect the homeowners of Oceanside Village and aid security in maintaining a secure environment for our village.

Initials ____

Initials _____

Disclaimer:

Renter(s) understand the Homeowner is not responsible for any personal injury caused by slipping on wet pavement or surfaces, and that Tenants are responsible for exercising care when surfaces are wet or slippery due to weather or use of hoses to wash down areas, and further, that the Homeowner is not responsible for any personal injury or loss or damage to Tenant's property caused directly or indirectly from foul, inclement weather conditions, Acts of God or nature, failure of heat, accidents related to fire, heaters, stoves, Tenants failure to take adequate precautions around wet areas, or any unforeseen circumstances.

Under no circumstances will Tenant(s) or their Guest(s) hold the Owner of the Vacation Rental responsible for any damages or claims of any kind resulting from their stay, except for intentional acts of harm.

This agreement and disclaimer applies to Renter(s) and all Guests in the Renter(s) party.

I, the Renter, have read, understand, agree to, and will abide by this rental agreement and all conditions stated herein. Please initial all pages.

Print Full Name _____

Signature _____

Date _____

Rental Fees 2021

Jan-March 2021	\$90.00/night
April 3 rd -30 th	\$118.75/night
May 1 st -28 th	\$142.50/night
May 29 th -August 27 th	\$180.00/night
August 28 th -October 1 st .	\$142.50/night
October 2 nd -29 th	\$118.75/night
October 30 th -December 31 st	\$90.00/night

Minimum stay is 3 nights off season. 7 night minimum stay during prime season.
7 night+ stay, will receive a 5% discount.

Plus 12% sales tax, if 90 or less, plus \$140 fee which includes, cleaning, all linens and towels, welcome basket and bath amenities.

Winter Months Rentals:

November-March \$1200/month, if staying 3 months or more \$1000/month.

ALL STAYS REQUIRE A \$600 SECURITY DEPOSIT.

