



Starfish House Rental Agreement

Thank you for your reservation. We look forward to your visit and want you to know that we will do everything possible to make your stay pleasant and enjoyable.

Please read your rental agreement. You must agree to the terms below to complete your reservation.

This property is a transient lodging establishment as defined under Florida Statutes Chapter 509. You are leasing the property located at 513 Barry Ave, Little Torch Key, FL 33042 Conch House.

Boats/Watercraft: If you are bringing or renting a boat, please contact our office with the size of your boat.

Directions: On US1 (Overseas Hwy) go to mile marker 28.1 on Little Torch Key. Turn towards the Gulf onto Barry Ave. Starfish House is 1/2 mile down on the right. If you see Parmer's Resort, you just missed it. 513 Barry Avenue, Little Torch Key, FL 33042.

Disclaimer: There is a small space under the house where the homeowners stay from time to time. The owners are very respectful of renters privacy and will not be in your space. If you have any issues with the house during your stay please contact Walkabout Retreat not the homeowner. As the vacation rental managers, we want to make sure you have a great vacation.

Cancellation Policy: If you cancel your reservation policy through the VRBO website 90 days or more before your arrival, you will receive a full refund, less a \$25.00 cancellation fee and the Administrative fee. If you cancel less than 90 days before arrival, your deposit and any prepaid rent will be refunded only if we are able to procure another rental for that same period. If no rental is procured, you will lose your deposit and any prepaid rent, not to exceed the amount of your rental. If you cancel within 30 days of your arrival, there will be no refund.

Trip Insurance/Hurricanes: It is recommended that you purchase trip insurance. We do not offer trip insurance. You can obtain trip cancellation insurance from Insure Stays® by visiting <https://www.travelprotection.insure/168.html>

1 PETS: No pets are allowed at this property.

2 SMOKING: This is a non-smoking house. Smoking is NOT permitted inside the house. Smoking is allowed outside the house. Please do not discard cigarette butts on the porch, grounds, dock or in the water.

3 WHAT WE SUPPLY: This home is equipped and set up as a fully furnished, single-family residence and will include bedspreads, linens, blankets, pillows and towels. A fully equipped kitchen with microwave, toaster, blender, iron & board, washer, dryer, TV, DVD player, radio, furniture, BBQ and patio furniture.

4 NUMBER OF OCCUPANTS: The total number of persons allowed residence in the home at any one time is restricted to the number specified in your reservation; **A Maximum of 6 adults and 2 children under 12.** Charges will be incurred for additional people. No more than 2 cars without approval. No more than one boat and one boat trailer without approval. Occupied RV's/Motor homes are not permitted.

5 Loss/Damage: Renter understands and agree that the rental house and contents of the rental house, and/or recreational items provided by Homeowner and Walkabout Retreats, are the responsibility of the guests during the dates of this contract. Any items belonging to Homeowner and Walkabout Retreats found to be missing or damaged will be replaced and charged to the renter.

6 LOCKOUT/KEYS: The residence has a lockbox. You will be given the lock box code prior to arrival. If the Tenant becomes locked out of the Premises, the Tenant will be charged \$25.00 to regain entry. Keys are to be left in the lockbox when you leave. There will be a \$25.00 replacement fee for any keys not returned.

7 WHAT YOU SHOULD BRING: Personal items, food and toiletries. There is a start-up supply of toilet paper, paper towels, dish detergent and soap.

8 INDEMNIFICATION: Tenant shall indemnify and hold Owner/Walkabout Retreats harmless from any and all liability, claims, loss, damage or expenses (including attorney fees) arising by reason of any injury, (including animal or insect bites), death, illness or property damage sustained by any person, including Tenant or any agent, employee of Tenant, guest or invitee of Tenant during the rental term of this Agreement.

- 9 OWNER'S STORAGE:** Tenant understands that certain areas are reserved for the use of the Owners for storage of personal items, and are not for use by Tenant and that the Tenant may not force entry of such under penalty of trespass.
- 10 CARE OF UNIT:** You are responsible for maintaining the premises in a neat and sanitary condition. Please do not rearrange the furniture. Maid service is not provided but is available upon request. Bait is not allowed in the refrigerators or freezer. Please feed leftover bait to the fish.
- 11 CHECKOUT PROCEDURES:** Laundry: Cleaning fee includes one set of sheets per bed and two loads of towels and bath mats. If you wash extra laundry, please leave folded on dryer. If you leave extra laundry for the cleaning company, they charge \$1.25 per pound. Trash: Place in outside containers and secure lids. Shut off lights, fans and set A/C to 76 degrees. Please place house key in the lock box and lock the door.
- 12 CLEANING FEE:** The cleaning fee is based on the average time it takes to clean the house. If it takes longer than normal to clean the house after your stay and we get a bill from the cleaning company for extra cleaning, that charge will be passed onto you and deducted from your security deposit.
- 13 ACCESS BY PROPERTY OWNER/MANAGER TO PREMISES:** Owner/Walkabout Retreats has the right to enter the Premises to do regular grounds maintenance and upkeep, as well as make inspections and provide necessary services.
- 14 WATERSPORTS:** Water sports are inherently dangerous. Tenant acknowledges that Owners/Walkabout Retreats shall bear no responsibility to accidents or personal injury while using the dock, pool, hot tub, diving, fishing, sailing, kayaking exploring or any water sport activity while on or off the premises. The same shall apply to all watercraft and its contents.
- 15 POOL HEAT:** Pool heat is kept at 82 degrees. If you want it warmer you can make arrangements and there will be an additional charge. If it is below 65 degrees the pool heater will not work. **POOL IS BEING INSTALLED AND WILL BE COMPLETED IN DECEMBER 2020**
- 16 PARKING:** Please park all vehicles, boats and trailers in the front of the house in the gravel driveway.
- 17 MECHANICAL FAILURES:** No refund or rate adjustment will be made for mechanical failures. In case of a breakdown, we will strive to repair it as soon as possible after being notified of the problem.
- 18 PARTIES:** If occupant plans to entertain more people than the number as defined on page one of this Agreement, special arrangements must be made and approved by Owner/Walkabout Retreats. Party must be defined (i.e., wedding/retreat, number of people) at time of reservation. Additional charges will be incurred. A violation will cause eviction without refund or rent or deposit.
- 19 QUIET HOURS:** Noise which is audible beyond the boundaries of this residential unit shall be prohibited between the hours of 10:00 pm & 8:00 am weekdays and 11:00 pm & 9:00 am weekends.
- 20 VIOLATIONS:** The premises are privately owned. Owner/Walkabout Retreats reserves the right to not refund deposits, to charge penalties, and refuse rental or discontinue occupancy if, in its judgment your occupancy is detrimental to the premises.
- 21 GOVERNING LAW:** This Agreement shall be construed in accordance with the laws of the State of Florida. The Owners shall bear no responsibility for fines or citations issued for any said violation of same. The Tenant agrees not to allow the usage, possession, resale or any illicit activity as it relates to illegal drugs.

Walkabout Retreat Vacation Rentals
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