

***“Another Slice of Paradise” – Frangista Beach
(1860 Scenic Gulf Drive, Destin, FL 32550)
Guest Agreement***

An advance payment of \$1,000.00 (non-summer rentals) or \$2,000.00 (summer rentals) via (non-corporate) Visa, MasterCard, or Discover is required at the time of booking. The advance payment will be applied toward the rental amount. The balance of the rental amount is due 30 days prior to your arrival date, which can be paid by personal check or credit card (subject to a 5% service charge). The advance payment is not a damage/security deposit, which is additional (see **Damage/Security Deposit** requirement below).

Damage/Security Deposit

A damage/security deposit of \$500.00 (by check only) is required. This must be received within 30 calendar days prior to arrival. The deposit automatically converts to a security/damage deposit upon your arrival. The deposit is NOT applied toward rent, however, it is fully refundable within 21 days of your departure provided **ALL** of the following provisions are met:

- a. No damage is done to the premises or its contents beyond normal wear and tear and there are no missing, broken, damaged, or malfunctioning items.
- b. Replacement of missing, broken, damaged, or malfunctioning items due to your stay will be charged at full (new) replacement cost.
- c. All debris, rubbish and perishables are placed in their proper containers, soiled dishes are placed in the dishwasher and cleaned, linens and towel washing commenced, and general cleaning/restoration of the premises completed.
- d. All keys are left onsite.
- e. **ALL** of the Guest Agreement terms and conditions are completely abided by.
- f. Should there be damage, repair and/or replacement necessary beyond \$500.00, the excess amount will be charged to your credit card.
- g. The damage/security deposit may be delayed beyond 21 days if the repair/replacement cannot be completed within that time frame.
- h. Furniture (beds, tables, sofas, entertainment centers, etc.) is not to be moved
- i. Thermostats are to be set within the range of 62 to 80 degrees. Doors are NOT to be left open.

Reservation Cancellation Policy

The entirety of the rental amount you have submitted will be forfeited if you cancel your reservation. If you have any concerns regarding this policy, we strongly encourage you to obtain travel insurance to protect against an event where you may need to cancel your reservation. You may check www.InsureMyTrip.com, a site at which you can compare travel insurance rates from several insurers.

Check-In Time

Check-In time is 5:00 pm (Central time). Due to our high standards for

cleanliness, there exists a slight possibility the home may not be fully ready for check in at 5:00 pm. We ask for your patience and suggest that you have alternate plans available between 5:00 and 6:00 pm (e.g. use of the community pool or private beach).

Check-Out Time

Check-out time is 10:00 am. There are no refunds for early departures, shortened stays, or late arrivals (with the exception of Mandatory Evacuations, as detailed below).

Occupancy

The maximum number of guests (including infants) is limited to 16 - no exceptions. You are required to disclose the number of occupants and the ages of all minors (fill in the Guest List below).

Cleaning

Daily maid service is not provided. We do not permit bath towels or linens to be taken from the home. An initial setup of trash liners, bathroom paper, and hand soap will be provided. You will be responsible for the cleaning during your stay and for leaving the home in good condition at checkout. Please remember that you are staying in a privately owned home - please treat it as you would want someone to treat your home. If accommodations are left damaged or unusually messy (such as unwashed dishes, garbage left in the house or stains on the furniture or carpet), your security deposit will be deducted accordingly and/or an additional cleaning charge will be incurred.

No Smoking

Smoking is strictly prohibited inside the home or on the balconies/porches. Your damage deposit will be forfeited and you will incur an additional charge for carpet cleaning and deodorizing if any evidence of smoking is found inside the home or on the balconies/porches. No cigarette butts/ashes are to be left on the premises.

No Pets

Absolutely no pets are allowed. If evidence of a pet(s) is found in the home or on the premises, you will be asked to vacate immediately with no refund of rent or damage deposit. Your damage deposit will be forfeited and you will incur an additional charge for carpet cleaning, deodorizing and/or "flea bombing" if any evidence of pets are found in the home.

Mandatory Evacuation

A hurricane must be named by the National Weather Service and a mandatory evacuation for Walton County issued in order for you to be refunded for early departure. If this should be the case, a pro-rated amount will be refunded.

Parking

The HOA restricts the number of motorized vehicles to six. There is NO parking

allowed on the lawn, street or blocking the sidewalk (which can lead to a sheriff citation). This property prohibits the on-site parking of recreational vehicles. Personal watercraft and trailers cannot be parked outside overnight (unless placed in the garage).

Age Requirements

We do not rent to students or singles under 25 years of age. No chaperoned groups. Any violators will be evicted according to Florida Statute 508.141 with forfeiture of all monies (rent and damage deposit). Any reservation obtained under false pretense will be subject to forfeiture of reservation deposit, damage/security deposit, and/or balance of rental payment.

Pool

The pool heater will only be turned on (to a maximum of 83°) by the pool service and an additional pool heating fee applies. The entire damage deposit will be forfeited if there is unauthorized manipulation of the pool heater or valves.

Noise Ordinance

Florida Statute 125.01 prohibits excessive noise at anytime. Quiet time is 9 pm to 9 am. Outdoor decibel levels cannot exceed 50 decibels between the hours of 9 pm to 9 am. Music played inside the home may not be heard outside of the property with the doors and windows closed.

Miscellaneous Requirements

Please report any damage or maintenance/repair issues during your stay so that we may make arrangements for repairs/maintenance. Repairs to appliances, TVs and electronics, A/C units, the pool, etc. will be made as soon as possible, though we are at the mercy of the contractors available. There are no refunds or adjustments should any such failure occur. The owner or an agent of owner may enter the premises for routine maintenance or to make repairs. If you report a maintenance or repair issue and it is deemed that nothing is wrong with the appliance or item you are reporting, you will be charged for the service call from the service contractor. Any third party service calls for lost keys or for locked-out guests will incur a minimum \$100.00 charge. House parties and underage drinking are not tolerated. If we are made aware of underage drinking, house parties and/or if the police are called to this home for **any** type of disturbance, all occupants will be evicted from the premises and your damage/security deposit and rent will be forfeited. We reserve the right to refuse admittance and/or discontinue occupancy if such action is in the best interest of protecting our investment/property. No refund of rent will be made under circumstance of eviction.

House Rules

- a. We require that you respect this property and treat it as your own so that our family, and other families, can enjoy this property.
- b. Quiet hours for the neighborhood are 9 pm to 9 am. Please respect your

- neighbors, some of whom are permanent residents.
- c. Please minimize dripping or sandy bathing suits (and toys) inside the home.
- d. No damp clothing or sunscreen allowed on any furniture.
- e. Please contact us immediately upon your arrival if the property does not meet your expectations, or if you note any damage and/or missing furnishings or items.

Release of Liability

In consideration of the use of the real property rented and its facilities, the undersigned Renter as agent and principal for all persons occupying or visiting the rental property during the rental term, acknowledges and agrees that the owners shall not be responsible for any supervision or control of the rental premises and shall not be liable for any loss, damage, injury, accident, delay or death which may be suffered by the Renter, Renter's family, children, guests, or invitees, or be subject to any claim demand, injury, or damages, whatsoever. It is expressly agreed that all use of rental property and its facilities shall be undertaken at your own risk. Renter in his/her personal capacity and as agent for all occupants releases and holds harmless the rental property's owners harmless from, agrees to indemnify, and assumes all responsibility for, all claims, demands, injuries, deaths, damages, actions or causes of action, to persons or property, arising out of or connected with the use of the rental property that is the subject of this agreement. Renter in his/her own personal capacity and/or as agent for his/her principal(s) acknowledges that he/she has carefully read this paragraph and fully understands that this is a release of liability and indemnification agreement.

Venue and choice of law. The venue of any legal proceeding involving this Agreement shall be Cobb County Courthouse, Marietta, Georgia. The laws of Georgia shall govern any dispute or lawsuit associated with this agreement.

Please fax (to 678.384.7169) or scan/email (as a single attachment) the executed agreement in its entirety (i.e. all pages) within 7 days of booking the reservation to validate and complete the reservation. Execution of this agreement acknowledges that you understand and accept the terms and conditions of this Guest Agreement and agree to assume full responsibility for the actions of all occupants.

(Signature of Responsible Party)

(Printed Name and Address of Responsible Party)

(Today's Date)

Rental Dates: _____

GUEST LIST

LIST ALL GUESTS (PLEASE MARK "A" FOR ADULT & "C" FOR CHILD)

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____
- 7. _____
- 8. _____
- 9. _____
- 10. _____
- 11. _____
- 12. _____
- 13. _____
- 14. _____
- 15. _____
- 16. _____