

# CONDO RENTAL AGREEMENT

\_\_\_ Unit #2202 Seychelles  
Panama City Beach #157994

\_\_\_ Unit #202 Summerwind West  
Navarre Beach #177338

This contract is an agreement between the **Guest** (Renter) and the **Property Owner** (Marquez). Entrance into our condo at check-in constitutes acceptance of this agreement between Owner and the Renter. Maximum occupancy in condo is 6 people.

## TERMS AND CONDITIONS OF THIS AGREEMENT

### Check In & Check Out times:

Renter agrees to follow the **Check-In** (4:00 pm) and **Check-Out** (10:00 am) Central Time. Please follow this schedule, as there will be someone in the condo before and after you and the cleaners require this time to clean the unit. We cannot make exceptions to this policy. All late departures will be charged a late check-out fee equal to ½ day rental.

### Smoking, Pets & Rules of the Resort:

Renter agrees to not smoke inside the condo or on the balcony. Absolutely no pets are permitted in rental units under any circumstances. If any evidence of a pet(s) is found in the unit or on the premises, you will be asked to vacate immediately with no refund of rent or damage deposit. Renter agrees to not bring any pets into our condo or into the resort. Renter, renter's family, guests, children, agents, employees or visitors agree to abide by the "Rules of the Resort" and applicable Florida laws. Renter must be at least 25 years old with valid driver's license and must occupy the property the entire length of the stay. **Singles under 25 must be accompanied by a parent or legal guardian.**

### Payments & Security Deposit:

Security Deposit is \$300. Your reservation must be paid in full no later than 60 days prior to your arrival date. A credit card number is required at the time of booking to hold the unit. Your credit card will not be charged provided that real and personal property are present and in the same condition as when you arrived and all terms of this agreement are met. Upon our house keepers satisfactory review of unit's inventory, carpet and furnishings condition and all pool bands returned, there will be no charge unless noted damage, breakage or excess cleaning attributed to wear and tear in excess of normal use or smoking in unit. You are responsible for any damage to the unit and its contents. Please read cancellation clause carefully.

### Guest/Owner Liability:

Renter agrees that owner shall not be liable for any damages or injury to renter, renter's family, guests, agents, or employees while in our condo or at the owners resort. Renter is responsible for any lost items in the condo and repair of any damage to the condo caused by renter, renter's family, guests, agents, or employees and agrees to replace such loss and or repair such damage at renter's expense. Renter agrees to indemnify and save harmless Owner from any and all costs, expenses, legal proceedings, attorney fees, suits, claims or demands whether from loss of life, damage to the property, or injury to the Renter, renter's agent, family, or guest entering the property or resort of every kind and nature. Renter understands that upon violation of any conditions, agreements, restrictions, covenants, and obligations of this property by force or statutory proceedings, in which case any and all monies paid by Renter will be forfeited by the Renter as liquidated damages in additions to and not in lieu or any rights or remedy available under law. Owners Marquez may terminate this rental agreement with tenant for convenience with or without cause at the Owner's sole discretion and may terminate and or put out tenant immediately, in the event of unpaid rent after 5 days past due, cancelled rent check, and or irreconcilable differences. If renter submits a bad or cancelled check (insufficient funds) to owner, then owner may charge credit card used for deposit to collect any unpaid rent and cancelled check fees. In the event of re-entry by Owner, it is herein provided that Renter shall be liable in damages to said Owner for all loss sustained. Renter shall have no further claims against Owner.

This Condo Rental Agreement between Owners, Marquez and Renter is **Non-Cancelable**.

- Renter agrees to keep condo in good, clean condition, not re-arrange the furniture and promptly report any damage, inventory shortages and/or repairs needed for condo.
- Renter agrees to not access or open the owners locked closet in hallway. Agent or authorized employee/ repairman may enter premises at reasonable hours for the purpose of effecting necessary repairs and inspections.
- Renter agrees to not use our condo for any house/fraternity/sorority parties, youth groups, minors or any unlawful or immoral purposes.
- Renter agrees to not sublet or assign this rental agreement without consent of the property owner.

Upon arrival, please inspect condo. **Please notify us of any problems within 1 hour of your Check-In.** If you have a problem you must call the owners, Marlene or Albert Marquez at **(404) 625-0959** or (907) 717-9666 when you arrive at check-in. Renter accepts condo as is, and as shown on our website. Renter agrees to not leave condo early before check-out, and agrees to not demand or sue for refund of rental money, if checks out early or not. No refund for early checkout except if an emergency and approved in writing by owner. Rental premises are considered clean, decent, safe and sanitary. Renter cannot use cleanliness, or ambiance / decor of condo or resort; or any excuse other than a personal emergency (approved by owner in writing) to leave condo early, before check-out date/time, or if renter wants a refund for any reason. Owner must have the opportunity to re-rent the condo upon your early checkout and know of any problems, so that we may correct them at Owner's sole discretion. Renter agrees to call owner (404) 625-0959 or e-mail: condorental@discoverak.com if there are any problems. Our cleaner can correct cleanliness of the condo. If condo is not cleaned with fresh towels and linens upon check-in to our condo or if you find any other problem(s), Renter agrees to call Owner and/or Cleaner immediately, so that we may fix problem(s), as deemed necessary by Owner and at Owner's sole discretion. Repairs that are the responsibility of the Owner will be made at the Owner's discretion. Only emergencies, as approved by the owner in writing, warrant early-check-out and or possible refund of rent money. Renter must request refund in writing and must be approved in writing by the Owner before we refund any money.

#### **Cancellation Policy:**

Cancellations made more than 60 days prior to the arrival date will be entitled to a full refund of the deposit. All cancellations made within 60 days or less of the arrival date will forfeit the entire deposit. Any other refunds after the date that the final balance is due or date final payment is received must be emergencies and approved by the owner in writing. A credit may be given towards your next stay with us on some occasions. We must talk on the phone or in person before your stay or before a date which we inform you of, so as to confirm your reservation, and get information (phone #, ages, # in party, single family, no smoking, no pets and max. of 6 people or less) from you, or your stay will be cancelled and your money refunded. We encourage all renters to purchase traveler insurance. Renter agrees to contact us immediately if you have problems with anything in the condo, or the condo or Renter incurs damage or loss of item(s) during your stay. Please contact the resort management and us immediately if there is an emergency. The resort may charge you for any services that they perform.

#### **Hurricane Season Rental Policy:**

The "Official Hurricane Season" runs for the six months from June 1st through November 30th each year. Historically, the majority of the hurricanes in the months of August and September, but hurricanes can form at any time of the year. As a visitor to a coastal community, you need to be aware of the possibility of hurricanes and how they may affect your travel plans. So, if a hurricane does threaten us, here is what you need to know about your reservation.

First and foremost, if a Mandatory Evacuation is ordered by Emergency Management Agencies (FEMA, GEMA, CEMA), you must vacate the property you are renting and leave the area for safer grounds as directed by local officials. Staying in the condo is not an option.

The key event relating to weather upon which all reservation policies are affected is when Emergency Management Officials (FEMA, GEMA, CEMA) order a Mandatory Evacuation. Until a Mandatory Evacuation is ordered, all reservation policies as stated on your Rental Agreement remain in effect. No rate adjustments or

refunds in part or in full will be issued due to inclement weather or for “Severe Weather Alerts”, “Tropical Storm Watches or Warnings”, or a “Voluntary Evacuation”.

If a Mandatory Evacuation is ordered, and not lifted, prior to your initial occupancy date, the owner will allow reservations and dates coinciding with the dates of the Mandatory Evacuation to be cancelled and will refund all funds collected. Or, you may reschedule your reservation for different dates without penalty or shorten an existing the reservation at a prorated charge.

If a Mandatory Evacuation is ordered following occupancy, the owner will refund that portion of the Rental Price for the period that the unit could not be occupied. If, when the Mandatory Evacuation is lifted, there are three (3) or more days remaining on your reservation and public services in our area are operating normally such that your stay would not be otherwise disrupted, the balance of your reservation agreement will remain in full effect. The owner will refund the portion of Rental Price for the days you were required to evacuate the area. This policy is consistent with insurance industry Trip Interruption and Cancellation Coverage.

If, as a result of a hurricane, the property you have reserved is no longer in satisfactory rental condition or if the general condition of our area is such that your stay would be adversely affected, we will allow you to reschedule your reservation without penalty or cancel your reservation with a full refund of all funds collected.

We understand that some people do not want to take the risk of proceeding with their plans when there is even the possibility of a hurricane impacting our area, therefore, if the National Weather Service/NOAA predicts that our area is in the possibility of a hurricane and you wish to cancel your reservation we will allow you to either:

- Reschedule you reservation within one (1) year of your cancellation with no penalty.
- Cancel your reservation in accordance with the terms of the Rental Lease Agreement.

**Balconies:**

Cooking, grilling, feeding seagulls, or hanging towels, bathing suits, etc., on balconies is **NOT PERMITTED**. Do not lean over balconies. Most importantly, keep in mind that if something falls or is thrown off the balcony, it can cause severe and/or fatal injury to persons below. Once again, parents will be held responsible for their children’s actions.

**PLEASE NOTE:** It is Florida Law that spitting or throwing objects from the balcony is a crime and may cause your arrest and/or eviction from the property. The property is under video surveillance at all times. You will not be refunded if you are evicted from the property.

**Front Door & Balcony Door:**

Please keep windows, front and sliding glass doors closed at all times. Prolonged exposure to the humidity can cause unwanted mold in the unit and on the furniture. When the sliding door is open and the front door opens, it will cause a suction that can slam the front door causing great damage to the frame and door and/or cause personal injury.

**PLEASE NOTE: WE ARE IN A HIGH HUMIDITY AREA AND RUNNING THE AIR CONDITIONER AT LOW TEMPERATURES WHILE LEAVING THE BALCONY DOORS OPEN WILL CAUSE CONDENSATION AND ICING OF THE A/C COOLING UNIT. THE UNIT WILL NOT WORK WHEN THE COILS ARE FROZEN. IF THIS HAPPENS AND IT IS DETERMINED THAT THE CAUSE WAS DUE TO THE REASON MENTIONED ABOVE, YOU WILL BE RESPONSIBLE FOR THE SERVICE CALL. PLEASE DO NOT LEAVE BALCONY DOORS OPEN AT ANY TIME WHILE THE AIR CONDITIONER IS ON.**

**Personal Property:**

Owners will not be held responsible for acts of theft or vandalism or other damages to the guest’s personal property (this includes autos; motorcycles, etc) or any items left in the unit or guest’s vehicle.

**Maintenance or Repairs:**

We appreciate you reporting any maintenance items, and will respond to them as soon as possible.

**Common Areas and Beach:**

You are accepting and assuming all risks involved in or related to the use of pool, BBQ and all other common areas as well as the beach and ocean. Do not leave anything on the beach overnight.

**Disturbances:**

Please respect the privacy of the other tenants including the quiet hours at Summerwind & Seychelles Resorts between 10:00PM to 7:00AM. You will be required to vacate the premises and forfeit the rental fee and security deposit for any of the following:

- Occupancy exceeding the specified sleeping occupancy and payment for additional persons.
- Using the premises for any illegal activity including, but not limited to, the possession, serving, or consumption of alcoholic beverages by or to persons under 21 years of age.
- Causing damage to the unit or to any of the neighboring unit(s).
- Any other acts that interfere with the neighbor’s right to quiet enjoyment of their property.

**What we supply for your comfort:**

- The unit is fully equipped: All kitchenware, linens and towels. We also provide starter amounts of toilet paper, paper towels, soap and other disposable items.
- Cable TV & High speed Internet service and Wi-Fi (service provided by the resort)
- Telephone service in the unit's (if provided) are for emergency calls to 9-1-1 only.

**Before you Leave Policy:**

Renter agrees to abide by our "Before You Leave" policy: Turn off all lights; TV; appliances; etc. Set the air conditioning thermostat to 78 degrees. Remove any trash or food that you brought into condo. There is a trash drop in the hallway next to the elevators of every floor. Please place all towels on bathroom floor. Please clean up kitchen, run dishwasher or clean dishes, glasses, utensils, etc. Use owners vacuum (in hall closet) on any spills (after clean up), sand or mess and leave condo as found when you check-out. Renter agrees to not move furniture. Please make sure front door; balcony doors and windows are all locked. An inspection of the condo after your stay will be performed to evaluate the condo condition.

# PLEASE READ CAREFULLY

**Cleaning Fees:**

We have a one-time cleaning fee of **\$135**. If additional cleaning is required upon your departure, such as a sink full of dirty dishes, soiled upholstery or carpet stains, sand inside the unit and washing machine or key loss, appropriate charges will be deducted from your security deposit. See additional charges below.

**WHEN RETURNING FROM THE BEACH, PLEASE SHOWER BEFORE ENTERING THE UNIT TO AVOID BRINGING SAND INTO THE UNIT. IF WE FIND SAND AFTER YOU LEAVE, YOU WILL BE CHARGED EXTRA FOR ADDITIONAL CLEANING. DO NOT PUT GARMENTS WITH SAND IN THE WASHING MACHINE OR DRYER UNITS AS IT CAN DAMAGE THE MACHINE. YOU WILL BE RESPONSIBLE FOR THE REPAIRS IF THIS OCCURS. PER FLORIDA FIRE MARSHALL CODE, PLEASE DO NOT LEAVE BEACH TOYS, CHAIRS OR UMBRELLAS OUTSIDE THE UNIT.**

## ADDITIONAL CHARGES OR FEES MAY APPLY

We have tried very hard to make “Our Beach House” comfortable, clean and casual to help make your stay with us most enjoyable. We have provided you with a nice clean unit with high-quality furnishings and we expect that you take care of the unit so that the next guest can experience a nice and enjoyable time at the beach just like

you did. If you leave the unit as you found it when you arrived, then there is nothing for you to worry about, but we do have some strict policies about taking care of our unit and there are associated fees that we will charge you if do not follow the outlined polices or if we find the following:

**Bringing sand into the condo:**

There are showers along the beachfront and around the pool area for washing off sand when you return from the beach. We ask that you use these showers to wash any sand from yourself; children; clothing; beach chairs; beach toys, etc. before entering the condo. If our cleaning crew finds sand on the beds, furniture, etc; we will:

**CHARGE YOU A FEE OF \$200.00 FOR CLEANING UP THIS SAND.**

**Sitting with sun tan lotion or wet clothing on the furnishings:**

We have provided you with nice furnishings for your vacation enjoyment, however we ask that you do not sit on the furnishings or beds with wet clothing, sand or with sun tanning lotion on you. You must realize and be aware that doing this will cause damage and/or stain the furniture or bed. We ask that you use common sense and wash off prior to entering the unit by using the showers that our resort provides for you. If you are wet, we ask that you do not sit on the couch or beds or any other furnishing. If our cleaning crew finds damage or wet furnishings due to sitting or lying in bed with wet clothes or that there are stains on the couch or bed, we will:

**CHARGE YOU FOR THE DAMAGES. FEES ARE NO LESS THAN \$400.**

**Sand in the Washer or Dryer:**

Sand will certainly not help the washer or the dryer and can cause severe damage to the machines. If the sand gets in the motor or the water pump, it could clog the water pump or make the machine(s) in-operable. This damage is the result of putting clothes or swimsuits with sand or sand in the pockets. We ask that you rinse the clothes that have sand before you put them in the machines. If we find sand in the washer or the dryer, we will:

**CHARGE YOU A FEE OF \$135.00 FOR EXTRA CLEANING AND/OR A DAMAGE FEE OF \$300.**

**ACCEPTANCE OF CONDO RENTAL AGREEMENT**

By signing this Condo Rental Agreement, I/We hereby acknowledge that I/We will comply with the terms and conditions of this agreement and each assumes the responsibility for the obligations set forth herein. Renter acknowledges receipt of the House Rules and Hurricane Season Rental Policies. Renter acknowledges that they have read, accept, and agree to the terms set forth.

The undersigned, for himself/herself, his/her heirs, assignors, executors, and administrators, fully releases and discharges Owner from any and all claims, demands and causes of action by reason of any injury of whatever nature that has or have occurred or may occur to the undersigned or any of his/her guests as a result of, or in connection with, the occupancy of the premises and agrees to hold Owner free and harmless of any claim or suit arising there from. In any action concerning the rights, duties or liabilities of the parties to this agreement, their principals, agents, successors or assignees the owner shall be entitled to recover reasonable attorney fees and costs. However, in any action associated with failure to pay for damages, you agree to be responsible for all court costs and legal fees.

I know this is a lot of stuff but we want to “**Thank You**” for being our guests. We will do everything possible to help make your Florida beach vacation both a fun, and a most memorable one!

**Where to Mail the Checks:**

If you prefer to send a check instead of providing a credit card number, our mailing address is below. Please keep in mind that reservations are not confirmed until we receive the check. The fact that you called and said that you were sending us the check does not guarantee your booking. We strongly recommend that you provide a credit card number at the time of booking. You may call us and verbally give us the card number. Our telephone numbers are listed below for your convenience. PLEASE TAKE NOTE OF OUR MAILING ADDRESSES BELOW.

**OUR CONTACT INFORMATION AND MAILING ADDRESSES:**

**October 1 through April 1**  
990 Peachtree Industrial Boulevard #4089  
Suwanee, GA 30024

**April 1 through September 30**  
1791 Hollybrook Circle  
Anchorage, AK 99507

Please make sure that you are sending rental agreement; checks or any other payment(s) to the correct address!

**Faxing or E-Mailing the signed Condo Rental Agreement:**

The easiest and fastest way to book your condo unit is by faxing the completed rental agreement to us. This will insure and guarantee your reservation upon receipt of the fax or e-mail. Our fax number is (888) 557-0995. This is a secure fax line and no cover page is required. You can also scan the entire agreement and E-Mail it to: [condorental@discoverak.com](mailto:condorental@discoverak.com) **PLEASE MAKE CHECKS PAYABLE TO ALBERT MARQUEZ**

**Contact Telephone Numbers:**

If you have any questions regarding anything in this Condo Rental Agreement or just questions in general, please feel free to contact us at either of the two numbers below:

**Marlene Marquez** (404) 625-0959 *(please call this number first)*  
**Albert Marquez** (907) 717-9666  
**Fax Number** (888) 557-0995 *(this is a secure fax line/no cover page is required)*

**ACCEPTANCE OF THIS RENTAL AGREEMENT:**

MY SIGNATURE BELOW AND PAYMENT ACKNOWLEDGE MY AGREEMENT TO THESE RESPONSIBILITIES TERMS, CONDITIONS AND ALL PROVISIONS OF THIS AGREEMENT. I UNDERSTAND THE NO-SMOKING AND NO-PETS POLICY AND AGREE BY THESE TERMS. MY SIGNATURE AUTHORIZES ACCEPTANCE OF CHARGES TO MY CREDIT CARD FOR ANY DAMAGES TO THE UNIT OR IF THE CARD IS USED AS A FORM OF PAYMENT FOR THE RENTAL.

SIGNATURE \_\_\_\_\_ Date \_\_\_\_\_

NAME (PRINT) \_\_\_\_\_

Renter's Mailing Address: \_\_\_\_\_

City/State \_\_\_\_\_ Zip \_\_\_\_\_

**CREDIT CARD INFORMATION:**

Please provide a credit card number that will be used to hold the reservation for incidentals. No charges will be made to the card unless there is any damage to the unit. If a card number is not provided, we cannot guarantee your reservation nor will we hold the unit for you. We need this information on file even if you paid for your booking through the VRBO or Home Away website portal.

Credit Cards Accepted (please circle one): VISA    MASTERCARD

-     -     -

Exp. Date: mm/yy      /      CVV/Security Code   

**NOTE:** If the credit card is used for payment per your request, the credit card charges will appear on your credit card statement as "Albert or Marlene Marquez"; "VRBO Vacation Rentals" or "Home Away"

**RENTER CONTACT INFORMATION:**

Telephone # \_\_\_\_\_ Cell # \_\_\_\_\_ Emergency # \_\_\_\_\_

Name of Each Guest (s) \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**Arrival Time/Date:** \_\_\_\_\_ **Departure Time/Date:** \_\_\_\_\_

**VEHICLE INFORMATION:**

The following applies to Seychelles PCB: Please note that only one (1) vehicle is allowed per unit. We have limited parking in our properties especially during the busy summer season. Only one (1) parking pass will be issued to park in our property. If more than one vehicle is brought into the property and it is not displaying a parking pass, that vehicle will be subject to being towed away by the property management company. We are not responsible for any vehicle(s) towed away because the parking permit is not visible.

The following applies to all properties: Trailers of any type, motorhomes, bike motorcycle trailers or boat/jet ski trailers are not allowed on the property under no circumstances and are subject to towing if parked illegally.

**PARKING PERMIT MUST BE DISPLAYED AT ALL TIMES WHILE ON THE PROPERTY. FAILURE TO DISPLAY PASS AND YOUR VEHICLE IS SUBJECT TO BEING TOWED.**

Vehicle Make: \_\_\_\_\_ Model: \_\_\_\_\_ Color: \_\_\_\_\_

Vehicle Tag Number: \_\_\_\_\_ State of Issue: \_\_\_\_\_

The following applies to the **Seychelles Property only** (Panama City Beach): At this property we have a gated covered parking area. Gaining access to the parking garage requires a code to open the gate (drop arm). Please use care when entering or exiting the parking garage. We typically have guests who run into, back into or even hand lift our gate arms which will damage the gate. The cost for replacement arms is over **\$1200** and if damage is caused by you or your vehicle, you will be charged for the repairs. Our property does not allow trailers of any type. We provide one (1) parking space only. **PLEASE NOTE: Premises are under video surveillance at all times and all traffic entering or exiting the premises is being recorded.**

**PLEASE SIGN AND INITIAL EACH PAGE. FAX COMPLETED COPY TO: (888) 557-0995**

**YOUR RESERVATION IS NOT CONFIRMED UNTIL WE RECEIVE THIS FORM WITH A CREDIT CARD #. ALL BOOKINGS ARE FIRST COME FIRST SERVE. NO EXCEPTIONS!**