



“Where It’s More Than a Vacation. It’s Your Memories!”

Terms & Conditions Contract & Addendum for Vacation Rentals

IN CONSIDERATION of the rent received and the agreement described herein, the Owner of the subject property, through Resort Destinations Management Company, does hereby lease and rent to Tenant/Guest certain property described in the confirmation agreement and under the following Terms and Conditions contract.

Revised 01/19/17

BUSINESS HOURS ARE AS FOLLOWS:

During Season: Monday-Saturday 8 am to 6:00 pm central time

Off Season: Monday – Saturday 9am to 5 pm central time

Check In Office:

6504 Thomas Dr

Panama City Beach, Fl 32408

CHECK•IN AND CHECK•OUT TIMES ARE AS FOLLOWS ON CENTRAL TIME:

During Season: Check-in time is between 3:00pm and 5:00 pm

Larger Properties may take additional time for housekeeping. Off Season: check-in time is between 2:00 pm and 4:30 pm

Check Out Time: 10:00 am central time

The check in time varies between these hours due to the season and the size of the property. We are more than happy to get your paperwork done early but cannot allow access to the property until the housekeeping and inspections have been finished. Resort Destinations advises our guests, during peak season to hold off on buying groceries until you have been given access or to purchase a cooler to keep items cold while you wait for entry. Under no circumstance will any guest be allowed to access the property prior to it being ready.

Any guest checking in on Sundays will need make prior arrangements in advance. Please call one of our friendly staff members for more information.

Check Out times are 10:00 am central time. Any delays, due to guest not checking out by 10:00 am central, may have an additional charge for reassigning housekeepers & inspectors.

All reservation fees must be paid no later than 48 hours prior to check-in date.

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- 1) **Rental Fee:** is accepted by Visa, Master Card, Discover, US Certified Funds, Certified Bank checks or Traveler's checks. Personal check will only be accepted nine (9) days prior to the check-in date. Resort Destinations will not accept postdated checks and is not responsible for delivery of such funds by the postal system.

For a reservation to be valid, the following must be met:

- 1) Making a reservation and paying by; Cashier's check, personal check or money order, must be received no later than the 5th day after the reservation has been reserved.
 - 2) All payments made by credit card must be paid within 24 hours after reserving a property.
 - 3) Down payment is 25% or no less than \$320.00 whichever is greater, on all daily/weekly reservations.
 - 4) All reservation fees must be paid in advance no later than 48 hours prior to check in. Damage Deposits and/or Damage Insurance will only be accepted by cash, cashier's check or money order.
 - 5) Photo ID, tag number and Major Credit Card must be on file.
 - 6) Guest agree to the Terms & Conditions Contract and must sign at the time of reserving buy Doc u Sign digital signature, by postal mail, scan, or fax. Fax:850-235-4633
 - 7) The guest agrees that at the time of making a payment against a reservation they are the legal cardholder and agree to the Terms & Conditions contract stated in email correspondence and online advertisement of Resort Destinations. A major credit card **not debit** card must remain on file. Make checks payable to Resort Destinations with memo showing reservation number. Resort Destinations will not be held liable for NOT receiving the reservation prepay in the period allotted.
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- 2) **Reservations:** Reservations made for teenagers or young single groups under the age of twenty-one, will not be honored without an accompanying **adult couple staying in the unit at ALL times. No rental property may be sublet without written permission from Resort Destinations.** Your reservation is not transferable to another party without written or emailed permission & acknowledged in writing from Resort Destinations. Parents or guardians are not allowed to check-in and then leave the property to under aged guest; they must stay at the property throughout the duration of the reserved stay dates. Reservations obtained under false pretense will be subject to **forfeiture** of the advance payment, deposit or any monies paid against the reservation and eviction from the premises could occur. Any guest whose behavior creates a disruption or interferes with their neighbor's reasonable peaceful enjoyment of their property will not be allowed to stay and no refund of the rental monies will be made and immediate eviction could occur. **Guests that reserve a property and have paid a preset amount against that property will forfeit the total amount paid for a no show or check in on the date the reservation was set for checking in.**
 - 3) **Late Night Arrivals:** Arrivals after business hours must be paid in full and must call in advance to make arrangements for entry combination. Should you have trouble with the

lock box combination or key code, please call 850•249•1050 for assistance. Any guest that checks in late must come to the office not later than the next business day to sign the check-in paperwork and receive the check-in package.

4) **Monthly Reservations:** TWO (2) month rentals or longer will be given priority during the winter season. AMENITY PACKAGES ARE NOT AVAILABLE FOR MONTHLY STAYS OR 25 DAYS OR LONGER

Balance of reservation is due 30 days prior to check-in. Monthly guest will have an electric cap of \$100.00 per month for condominium units less than 1200 square feet and \$150.00 per month cap for condominium units larger than 1201 square feet. Private home rental for monthly stays are capped at \$200.00 per month. If you are staying at Largo Mar, Monthly guest will have an electric cap of \$75.00 per month for largo mar units less than 700 square feet and \$100.00 per month cap for units larger than 701 square feet. Any electric bills that are over the cap will be added to the rents. The owner of the property is required to send a copy of the electric bill no later than the five days of receiving it. All damage deposit will be held until the electric overage is paid. Monthly discounts will be applied on the first month's base rent only.

5) **Cancellations:** All cancellations for Daily/Weekly stays must be made in writing via email transmission, postal mail or by fax (850•235•4633) at least (30) calendar days prior to scheduled arrival for a refund of prepay less the administration fee of \$155.00. Under no circumstances will a refund be made of the prepay for daily/weekly stays after the expiration time frames. Monthly reservations must be within (60) calendar days prior to scheduled arrival for a refund of prepay less the administration fee of \$155.00. Cancellation of monthly bookings within the 60 days prior to check-in will forfeit all prepays and deposits unless Management has made a special ruling for that stay in writing.

6) **Damage Deposits:** The damage deposit is a preset amount depending on the property and is refundable by the 10th day after check out by Corporate Check, if the unit is in the same condition as when you checked in. Any damage or excessive cleaning charges that go beyond your paid damage deposit will be charged to the major credit card we have on file.

7) **RDRM, INC. Damage Insurance:** If you have purchased the RDRM, INC. Damage Insurance policy, the signed policy will become part of the Terms & Conditions. The fee for the insurance policy is nonrefundable and payable only by cash, money order or cashier's check. A major credit card, **not debit** card must be provided when purchasing the Damage Insurance.

Damage Insurance is not offered during Spring Break, for monthly reservations or when the majority of the group is under 25 years of age.

It is Resort Destinations policy to have guests report any damages to the property they have rented within the first four hours of checking-in. If not reported in this time frame, we may assume it is the current guest's damages. Normal wear and tear is common in heavily rented properties, but if the guests see bad stains on carpets, damaged furnishing, or holes in walls, Resort Destinations must be notified right away. All our properties are inspected and inventoried after each checkout. Housekeeping issues must

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be report to Resort Destinations within the first day of check in and no later than closing time. If you are a late check in, housekeeping issues must be report by 11:00 am central time the following business day at 850-249-1050.

Resort Destinations will not give a refund on housekeeping issues in most cases, but we will address them to your satisfaction.

- 8) **Pet Friendly Properties:** Some of our properties are pet friendly and others are not. If you bring a pet, to a non-pet friendly property, you will be asked to remove and board the pet. Any evidence of a pet in the vacation rental property or on the premises of a non-pet friendly property will result in **forfeiture of your monies paid including the security deposit**. For pet friendly units, pets must be crated while no one is in the unit and all furnishings must be covered with a sheet or blanket. Any evidence of pet damages will be billed to your Credit Card. A non-refundable pet fee of \$80.00 for all condos and \$150.00 for homes. Any additional pets must be approved by management and may have an additional fee. **On site Associations, may or may not charge additional fees for pets. Please ask one of our staff for more information.**
- 9) **On site Associations:** Some Associations charge guests for parking passes, arm bands and pets. Resort Destinations and their guests must abide by the rules of the Association. If we have parking passes and or armbands at our office, you will receive them at check in. If we do not carry these items, **you must purchase them from the onsite Association**. The charges from onsite association are in addition to your vacation rental fees.
- 10) **Federal Law:** Federal law prohibits any person(s) from throwing trash or items from balconies. If the guest is found to be throwing items from a balcony, the guest will in most cases be given only one warning. If these actions proceed, the Sheriff will be called, the guest will be removed from the property and all rents and deposits will be nonrefundable.
- 11) **BBO Grills:** BBQ grills are not permitted on most balconies by law. **If a grill is included as part of the property, Resort Destinations does not warrant operation of the grill. If you should want to have a grill at one of our privately-owned properties, the grill must be in the yard away from the property. Guest agrees to remove any trash from the grill including ashes, coal or wood and dispose of it properly.**
- 12) **Waste:** In any instance where there is human waste or pet waste left for Housekeeping crews to clean up or handle in any way, there will be an extra housekeeping fee charged for the proper disposal and sanitation of the waste. Additional charges could include carpet, furnishings, and bed cleaning by a professional cleaning company.
- 13) **Refrigerator:** Please be aware that the refrigerator in the property may or may not have been used prior to your stay. Due to this, most refrigerators require at least 24 hours to 30 hours of cooling cycle to thoroughly refrigerate the groceries you have put in it. We recommend placing only perishables in the refrigerator for the first 24 hours. Keeps all carton drinks in a separate cooler. Try not to repeatedly open the refrigerator door for the first 24 hours. If the refrigerator does not seem to be cooling, but the

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freezer is, the most likely cause is it is overworking itself to cool down. **Do not lower the temperatures below manufacturers recommended settings, this can cause the system to freeze up and damage the unit.** If neither the freezer or refrigerator is cooling, call Resort Destinations and we will send maintenance out as soon as possible. If the unit is cooling at manufacturer's requirements, you will need to give it more time. If the guests call again about the refrigerator, we will send out a professional refrigerator repair person. If it is reported back to us that the refrigerator is working to manufacturer's requirements, the guest will be charged for this service call.

- 14) **Resort Destinations Hurricane Policy:** We will refund unused days (prorated) in the event of a mandatory evacuation by The Bay County Emergency Management Offices of North West Florida and in conjunction with the National Weather Service (www.nhc.noaa.gov) which may issue a mandatory evacuation notice. If no evacuation notice is issued by either of these government agencies and you choose to leave before the end of your reservation period or choose to cancel due to 'potential' threatening weather, neither refund nor compensation will be made. Cleaning fees and Reservation fees are nonrefundable.

EARLY CANCELLATIONS OR EARLY DEPARTURES DUE TO INCLEMENT WEATHER DO NOT WARRANT ANY REFUND OF RENT OR DEPOSIT.

- 15) **Resort Destinations Right of Assignment:** Resort Destinations reserves the right to change rental assignments under emergency conditions or unexpected maintenance problems that may arise from time to time. Every attempt will be made to contact you by mail, email or phone with a new confirmation if a change becomes necessary. Contact us if you have any further questions or concerns.
- 16) **LOST KEYS/LOCK OUT:** There will be a \$25.00 charge for any lost key or gate card. Lockout after office hours will be at cost of a locksmith for opening. The cost for the locksmith must be paid at the time the service is rendered. Any invoice not paid directly to the locksmith will be deducted from the deposit or applied to the credit card on file for any afterhours lock-outs or lost keys. For your convenience, we provide a coded lockbox for the property in case of a lost key or property lock-out. Please return the lock box key back to the lockbox after usage. For any lockouts call Jeff at A Friendly Locksmith 850•960•6821 a fee must be paid at the time service is rendered.
- 17) **Pool, Swim Spa or Hot Tub waiver:** Pools, Hot Tubs and Swim Spa privileges are available only on those properties designated as such. Most swimming pools are open only from March to November, unless indicated otherwise. Please check the listing or call Resort Destinations office for more specific information. Pool opening/closing schedules are subject to change without notice or refund. If renting a private property with a Pool, Swim Spa or Hot Tub, Resort Destinations and the Owner are released from

all liability for any injuries or death resulting from guest (s) or guest's use of the Pool, Swim Spa or Hot Tub. Guest(s) agree to keep water levels in Swim Pool Spa and hot tubs to the indicated water line during their stay. If the levels get low due to neglect from the guest, the guest could be held liable for any motor problems. Resort Destinations Owners provide Pool, Swim Spa and or Hot Tub maintenance through a third party licensed company that is unaffiliated with Resort Destinations. Resort Destinations and the Owner do not have or assume any responsibility for supervising the existence, frequency or adequacy of Pool, Swim Spa or Hot Tub maintenance. Inadequately maintained Hot Tubs, Swim Spas and Pools can cause viral or bacterial illnesses that could be life threatening under various circumstances. Management does not inspect or test the Pools, Swim Spa or Hot Tubs for the presence of health threatening organisms. When tenants and guests use a Pool, Swim Spa or Hot Tub, they assume the risk of illness from an improperly maintained Pool, Swim Spa or Hot Tub. No alcohol, pets, glass or bodily fluids in Pools, Swim Spas or hot tubs. Children are not permitted in Hot Tubs. Children under age must have adult supervision. Pregnant women, small children, people with health problems and people using alcohol, narcotics or other drugs that cause drowsiness should not use Pools, Swim Spas or Hot Tubs without first consulting a doctor. All children that are not properly potty trained must wear snug fitting plastic pants or water resistant swim diapers at all time while using water facilities.

- 18) **Hold Harmless:** Guest agrees that Resort Destinations, employees, and Owners are not responsible for any injury to any person occurring on the property during the term of occupancy of the guest(s). Guest(s) understands that the property is privately owned and managed, including the furnishings and neither agent nor the Owner shall be responsible for providing any additional furnishings or equipment not presently in the home or on the premises. Guest(s) understands that certain areas, such as lock closets are designated for private use of the Owners and will not be available for the use of the Guest(s).
- 19) **Locked Areas & Owner Belongings:** Any Guest(s) that break into locked areas will be subject to criminal charges and fees. Resort Destinations will have the right to monitor the property, inspect and make repairs to keep the property from potential damage or becoming uninhabitable. Guest(s) must comply with all individual building, zoning, association and property rules and regulations. Please remember that every item in the property you rented except for the amenities provided for toiletries is personal property of the owner. Any person that takes personal items from the property will be charged for the items missing and could face criminal charges. We ask that you respect the property that you have rented and leave it in good condition.
- 20) **Loss Of Use:** Neither the Owner or agent accept liability for any inconveniences, damages, loss or injury arising from any temporary defects or stoppage in supply of water, gas, cable service, electricity, plumbing, pool malfunctions, as well as, weather conditions, natural disasters, acts of God, or other reasons beyond our control.
- 21) **Maintenance:** Please report any maintenance issues for the premises to Resort Destinations 850-249-1050 do not try to fix the problem on your own. We will respond quickly and send someone out as soon as possible.

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- 22) **Garbage Pick Up:** All cans and garbage should be taken to the end of the driveway the night before garbage pickup. Any excess garbage left on the premises will incur an additional charge to either the damage deposit or credit card on file.
- 23) **Guest Room Amenities:** Resort Destination has provided each unit with the first couple nights of toiletries including but not limited to shampoo, toilet tissue, soap, dishwashing tabs, paper towels, 1 load laundry soap and waste basket bags. There is enough to get you through your first couple of nights only. The property has also been set up with bath linens and bed sheets. If you would like beach towels or chairs you are welcome to bring them or purchase them at one of the local stores. Items that you may want to bring for your vacation would be dishwashing soap, laundry soap (HE products only) due to most washer being HE friendly, beach towels.
- 24) **Check Out:** Check out time is no later than 10:00 am central time. Please refer to your check out procedures in your package and on most refrigerators in property.
- 25) **Resort Destinations reserves the right to inspect any property with or without notice to the guest if there are concerns of safety or property destruction.** Resort Destinations is not responsible for errors due to property changes made by owners, or for any conditions beyond our control. All unit descriptions are correct at the time of printing, but subsequent to owner changes.
- 26) **Smoking is strictly prohibited in any of Resort Destinations properties. Guest is welcome to smoke outside. Make sure that the doors and windows are kept shut when smoking on balconies or porches. All trash and cigarette butts must be disposed of in a trash container. Any trash, cigarette butts thrown off balconies, roofs, yards will have a cleanup charge against the guest's damage deposit. If you are smoking on balconies, please close the door completely behind you and discard of trash appropriately. Any smoking inside will result in a \$250.00 fine.**
- 27) **During Spring Break, all guests must send photo ID's within 5 business days from booking a property. All Spring Break guest must show proof of photo ID's at the time of check in. Reservations made during Spring Break must be paid in full 7 days prior to the check in date. Damage deposits must be paid in the form of cash, cashier's check or money order made out to Resort Destinations. Certain complex rules and regulations supersede Resort Destinations policy. Age limit requirements will depend on the property. Call one of our friendly staff for more information.** Any violators will be evicted per Florida Statute 509.142 with forfeiture of all monies.
- 28) **Check Out Instructions:**
- All food and trash items must be disposed of at check out.
 - All dirty bath linens must be left in laundry area only. Bed sheets can remain on beds for housekeeping to remove.
 - All dirty dishes must be cleaned prior to your check out.
 - All doors and windows must be locked upon leaving
 - The gold tag keys must be left on the counter. Use the lock box key to lock door and replace the lock box key back in lock box. Please do not drop keys off at any office.

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- Any personal items left in property will be sent to Resort Destinations lost and found and held for only 30 days.
- Leave A/C set to 76 in the warmer months and/or Heat set to 68 in the winter months upon departure.

Items that will occur extra cleaning fees are as follows:

- Excessive dirty carpet and/or furnishings
- Dirty dishes left in property
- Bodily waste or fluids left on linens or in property
- Excessive garbage
- Excessive sand
- Smoking
- Excessive sands and/or items in pools, Spas, or Swim Spas

R.D.R.M, Inc. Damage Insurance Policy

Insurance Coverage: Coverage is provided to all registered guest occupying the property that has been rented through Resort Destinations. Property Owner and owner guests that have not booked through Resort Destinations and paid a fee are not covered under this policy. **There is no coverage unless this policy has been paid in full, a major credit card and picture ID is on file.** This policy is nontransferable and remains active during the current reservation only. This policy cannot be purchased for guests when the majority is under 25 years of age and for any monthly stays. A major credit card not debit card or debit credit card, must be on file at the time this policy is purchased. The policy fee is a nonrefundable \$75.00 (Seventy Five dollars) paid by US funds in the form of cash, cashier's check or money order made payable to either Resort Destinations or RDRM, Inc. and is due at the time of check in.

Effective Dates of Insurance: The effective date will start at the first day of your reservation at the time you have checked in and paid your reservation in full. The policy will end on the last day of your reservation at 10:00 am check out time.

Cancellations: Cancellation of this policy prior to the check in date and/or cancellation of reservation will constitute a full refund in the amount of this policy fee to the guest that is on the reservation.

What Is Covered: This policy will cover damages up to \$1000.00 (One thousand US dollars) for any **accidental** damages listed below, caused by the guest residing in the property at the time the property has been rented.

1. Accidental spills of non-dying liquids on upholstery, or carpet.
2. Accidental broken lamps, dishes, cabinet handles, knick-knacks.
3. Accidental linen damages and small rugs. (Use for makeup removal or cleaning cars or floors is not covered)
4. Accidental drywall dents or scuffs marks and small nicks in wood.
5. Accidental damages to pots & pans or utensils.
6. Accidental scratches on glass top surfaces.
7. Broken top glass on end tables & coffee tables.
8. Broken Toaster, toaster oven, coffee pot, blender, hand held mixer, tea pot, water pitcher, drinking glasses and electric frying pan.
9. Displaced screen doors.
10. Lost Key or Key card. (No more than one)
11. Lost remote to TV.

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12. Accidental damage to balcony chair. (Cigarette burns are not covered)

What is Not Covered: Intentional acts or gross negligence of the guest(s) occupying the property. The Inspector will determine this. Example: punching holes in walls or doors or excessive dirty carpets or upholstery.

1. Any damage that is caused by the guest(s) occupying the property, that is in violation of Resort Destinations Terms & Conditions.
2. Loss, theft, or damage to any personal effects of the guest(s).
3. Any damage caused outside the rented premises or any damages caused by any invited guest(s).
4. Air conditioning systems due to freezing up the unit caused by guest.
5. Pools, spas, hot tubs, pumps, or filtration system.
6. Extra housekeeping or garbage fees due to guest not following instructions.
7. Major appliances due to overloading or direct negligence.
8. Any other items or damages not included under what is covered.
9. Pet damages.

Duplication of Policy Coverage: You may only purchase one plan per reservation period.

Reporting Accidental Damages: Any accidental damages caused by guest(s) must be reported on form 5120 property damage claim form. This form has been provided to you in the Resort Destinations check in package. You may also fill out this form at the office of Resort Destinations.

If the guest(s) did not report damages during their stay and the damages were reported by the Inspectors of Resort Destinations after the guest(s) checkout, the form 5120 will be filled out and processed by the inspector. Guest must abide by all Terms & Conditions under Resort Destinations policy. Any damages over the \$1000.00 threshold or intentional or total neglect of property will be charged to credit card on file.

EVIDENCE OF ACCEPTANCE TO THIS AGREEMENT: Your signature or prepayment of monies, or full payment & taking possession of the property after receipt of the agreement, is evidence of your acceptance of the agreement and your intent to use this property for a vacation rental. If it shall become necessary for Resort Destinations to retain an Attorney to enforce any provisions of this agreement, the cost of said Attorney and any court costs shall be added to the outstanding balance due to Resort Destinations. All cases shall be held in the courts of Bay County, Florida. These Terms & Conditions are publicly exposed on our website at www.BooktheGulf.com.

Guest(s) have agreed to and read the Terms & Conditions provided to them at the time of reserving.

Guest Signature: _____ **Date:** _____

R.D.R.M, Inc Damage Insurance Policy: If the guest(s) purchased this policy, it is agreed that they have read and understood the policy conditions.

Guest Signature: _____ **Date:** _____

Complex Charges: Guest understand and agrees that complex Association's may or may not charge additional fees for parking, arm bands, pool passes and pets. This fee is separate from Resort Destinations and the Owners they represent.

Guest Signature: _____ **Date:** _____

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Addendum A to Resort Destinations Terms & Conditions Contract

Credit Card Authorization

The person signing this form authorizes Resort Destinations to charge the credit card below.

Card Holders Name: _____

Credit Card Number: _____

Expiration Date: _____ Verification Code: _____

Registered guest(s) with Resort Destinations agree that additional charges may be charged against the credit card on file for any damages exceeding the damage deposit or damages not covered by RDRM, Inc. Damage Insurance. RDRM, Inc. Any damages that are reported by housekeeper and inspectors will be photographed with a date stamp upon check out inspections. A copy of any claim can be provided upon request. RDRM, Inc. does not accept debit cards, or debit credit cards as part of the insurance policy. If you cannot provide a major credit card on file, the insurance policy cannot be purchased.

Guest Signature: _____ **Date:** _____

Guest Signature: _____ **Date:** _____

The guest signing this contract agrees to be responsible for the reservation and all remaining guests that occupy the rented premises including but not limited to any invited guests.

RESORT DESTINATIONS – “Where It Is More Than A Vacation, It’s Your Memories!”

6504 THOMAS DRIVE

PANAMA CITY BEACH, FL. 32408

850.249.1050 (OFFICE)

850.235.4633 (OFFICE FAX)

1-877-724-8798 (Emergency Contact number) after hours www.BooktheGulf.com

Resort Destinations 2017

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