



## **Terms & Conditions Contract & Addendum for Vacation Rentals**

**IN CONSIDERATION** of the rent received and the agreement described herein, Beach Room Rentals LLC dba Resort Destinations, referred to as Manager from here on, does hereby rent to the Guest of Record/Registered Guest, referred to as Guest from here on, the vacation rental property described in the confirmation agreement and under the following Terms and Conditions.

**Reservations & Payments:** Reservations are made on a first come, first serve basis. A non-refundable, initial payment is required at time of booking and varies by Vacation Rental. Final Payments are due 30-60 days prior to arrival as specified on your invoice/email confirmation. Reservations not paid in full by the due date are subject to cancellation. All payments received are non-refundable and retained as liquidated damages. Receipt of payment by Manager constitutes acceptance of the Terms and Conditions. When a credit/debit card is provided for payment, Guest acknowledges they are the legal cardholder and agree to the Terms & Conditions. A State Issued ID, a VI/MC/Disc credit card must be provided, and Terms & Conditions Contract must then be signed by digital e-signature or printed agreement, completed and returned by postal mail, email, scan, or faxed to 850-254-1934. A list of names of people traveling with Guest must be completed along with the Terms & Conditions Contract. Emailed/facsimile/scanned/text signatures are deemed original signatures and accepting the online terms and conditions constitute acceptance of the terms and conditions. INITIAL: \_\_\_\_\_

**Rates:** Rates are subject to change until a reservation is confirmed. Amounts paid to other entities for items such as wristband charges, parking pass charges, governmental taxes, etc. are subject to change up to the date of arrival and are out of our control. 3<sup>rd</sup> Party Vendors/Travel Agents/OTA's may charge you independently of your rental amount and will be billed separately. INITIAL: \_\_\_\_\_

**Methods of Payment:** Accepted forms of payment are Visa, MasterCard and Discover, money wires, money orders, cashier's checks or personal checks. Our no-cost payment options are money orders, cashier's checks or personal checks. Checks must be received no later than 15 days prior to arrival. Credit Card payments are accepted for a 3% convenience fee. A \$25 fee applies to payments received by money wire. Payment arrangements by check may require a tracking number. Appropriate governmental taxes apply to all amounts due. Please make checks payable to Resort Destinations and include your reservation ID in the memo. Mail to: Resort Destinations P.O. Box 9554 Panama City Bch, FL 32417. There is a minimum \$40 service fee plus additional bank charges for all payments returned for any reason, including, but not limited to insufficient funds or stop payment. INITIAL: \_\_\_\_\_

**Security Deposit/Damage Protection Plan:** A Refundable Security Deposit is required for all reservations. Guest agrees to provide Manager with a valid VI/MC/Disc credit card for the duration of the reservation and is providing the credit card as a guarantee. Guest certifies that he/she has read and agrees to abide by the terms of this agreement and agrees to pay and authorizes Manager to charge any rental amounts, taxes, extra cleaning, missing property, fines or charges pertaining to violations, and any damages not covered by the Security Deposit. In the event that any damage occurs to the Vacation Rental, Manager is authorized to charge such costs of repair and/or replacement to the credit card on file. All damages including, but not limited to any damage done to furnishings, appliances, electronics, tubs, pool, interior/exterior of structures or surrounding areas and/or the removal or moving of any Homeowner personal property items will be the responsibility of the cardholder/Guest(s). The Cardholder's credit card on file will be charged for the full cost of repairing or replacing any damaged or missing items. The Guest(s)/Cardholder will be responsible for any damage exceeding the amount of the security deposit, in addition to any costs of collection (i.e. attorney's fees) if necessary. Security Deposits less any deductions will be returned within 14 business days of departure date. As a part of your stay, you may purchase an optional Damage Protection Plan designed to cover unintentional damages to the Vacation Rental's interior that occur during your stay, provided that said unintentional damage is disclosed to Manager at time of occurrence. If purchased, the policy will pay a maximum benefit of \$750. Any damages that exceed \$750 or are not covered under the plan will be charged to the credit card on file. Certain terms and conditions apply. If damaged item(s) are deemed by Manager to be intentional or caused by negligence, reimbursement will not be covered by the Damage Protection Plan and will be deducted from the Guest's credit card. The Damage Protection Plan does not cover missing items or damage from pets or allergy/flea remediation from pets. Should Manager be unable to recover costs from the Security Deposit or credit card on file, Guest agrees to provide an alternative method of reimbursement within 48 hours of notification. Guest understands that all credit card sales are final. Full details of the Vacation Rental Damage Protection Plan are contained in the Description of Coverage. The Damage Protection Plan is optional and can be purchased up to your reservation final payment due date. INITIAL: \_\_\_\_\_

**Duties & Obligations:** All vacation properties are privately owned. A.) By making this reservation, it is agreed that all registered guests in the party will conduct themselves in a safe and responsible manner and are assuming the risk of any harm arising from their use of the premises. Manager/Vacation Rental Owner (VR Owner) is not responsible for any accidents, injuries or illness that may occur while on the premises or use of its facilities/amenities. The Vacation Rental and its facilities are exclusively for the use and enjoyment of the registered guest up to the maximum occupancy allowed. The registered guests use the premises and/or their facilities at their own risk. The Manager/VR Owner is not responsible in any way (loss or otherwise) for the food, personal belongings or valuables of the guest. B.) Manager/VR Owner shall not be responsible for problematic road conditions, breakdown of appliances, DVD players, pool or other recreational amenities or special features, failure of a system, including but not limited to water, sewer, septic, electrical, gas, plumbing, mechanical, appliances, heat pump, ventilating, pool, hot tub or other system or structural systems, furnishings or amenities, power outages, cable/internet outages, construction work in the area or any accident, injury, damage, death, loss of vacation time,

expense, inconvenience, loss of wages, distress or frustration whether physical or mental, or losses due to mechanical breakdowns, government actions, fire, war, noise and/or driving inconveniences, pandemics, acts of God, delay or cancelation of travel due to inclement weather, theft, strikes, terrorism, threat of terrorism or other circumstances beyond the control of the Manager/VR Owner. Payments are non-refundable. C.) Occupancy limits and age limits are clearly specified for each vacation rental/event. Compliance with these limits is compulsory. Breaking occupancy limits will result in additional fees and/or removal of any people over the approved occupancy limit or loss of guest stay. In the occurrence of removal from the Vacation Rental, no refunds are warranted as all payments are non-refundable and retained as liquidated damages. Bedding configuration is not guaranteed. D.) Please let us know if anything at the home/unit does NOT operate properly during your stay. Manager/VR Owner will take reasonable steps to ensure that equipment is in working order. E.)

Manager/VR Owner or its service provider may enter the premises at reasonable times to examine, protect, make repairs or alterations, or in emergency situations. F.) If the Vacation Rental becomes unavailable or unsuitable for rent for any reason whatsoever, including but not limited to, casualty loss, physical deterioration or loss of utility services, the Manager shall make every effort to relocate the Guest to comparable accommodations as determined by the Manager. Unfortunately, we cannot control inclement weather, beach conditions, and/or flooding, as such, there will be **NO REFUNDS** given due to these unexpected and uncontrollable weather events (See Hurricane Policy). INITIAL: \_\_\_\_\_

**Guest Responsibilities:** Upon arrival, Guest agrees to examine the Vacation Rental, all furniture, furnishings, appliances, fixtures and landscaping, if any, and shall immediately report to Manager if any are not in operating condition or in disrepair. Guest also agrees to immediately notify Manager of any occurrences that may cause damage to Vacation Rental or adjacent properties and to take reasonable measures to mitigate damage. Guest acknowledges that unless Manager is notified within 4 hours of check-in of any damage or cleaning concerns, any and all damages, breakage, lost or missing items at the Vacation Rental during the occupancy will be Guest's responsibility. INITIAL: \_\_\_\_\_

**Owner's Property:** Guest agrees not to access the owner's storage area, even if unlocked, which contains owner's personal property. INITIAL: \_\_\_\_\_

**Security:** Guest shall take steps to ensure their own safety and the security of the Vacation Rental by locking doors, windows, garage doors, etc. when it's prudent to do so and always when all Guests are absent, or the Vacation Rental is vacated. Guest shall not make or permit to be made any alterations to the Premises or change or add any lock without prior consent of Manager. INITIAL: \_\_\_\_\_

**Check-In Time:** The anticipated time by which the Vacation Rental will be ready is 4pm CST. Every effort is made to ensure units are ready by check-in time, but we cannot guarantee the exact time of occupancy due to circumstances, unforeseen or other. Larger Vacation Rentals may take additional time for housekeeping. Please do not attempt to check-in or visit the home/unit prior to notification that the home has been cleared for check-in. We strongly advise Guests to delay purchasing groceries until you have been given access to the Vacation Rental. If an early check-in is available, an early check-in fee based on the confirmed Vacation Rental will be charged. Please follow the directions you are provided by the Manager for your check-in procedures. By not following the provided instructions, you may cause your check-in time to be delayed. For any questions regarding your check-in procedures, please call us at 850-249-1050. INITIAL: \_\_\_\_\_

**Late Arrivals:** Any Guest checking in outside of normal business hours will need make prior arrangements in advance.

**Check-Out:** Check out time is 8-10:00 AM. Check-out times vary by season/event. Please verify your check-out time when you check-in. Cleaning and maintenance are pre-scheduled, so adhering to the Check-Out Time is very important. A fee, based on the vacation rental, will be charged for each hour (or portion thereof) past the required check-out time and Guest will be liable for any additional costs incurred, but not limited to the cost of supplying alternative accommodations for arriving Guests. Please leave the Vacation Rental in the same general condition as when you checked-in. The cleaning fee is for a standard cleaning only. If the home was left in poor condition and additional cleaning is required, fees will be charged to Guests credit card on file. A \$25 per item fee will be charged for each lost unit key, and \$75 for each garage door opener and remote control that is damaged or not left at the Vacation Rental upon check-out. No housekeeping refunds are giving, but we will address any concerns. INITIAL: \_\_\_\_\_

**Occupancy:** Guest understands and agrees that Vacation Rental shall be occupied by no more than the number of individuals indicated on the reservation confirmation. Guest assumes responsibility for the actions of occupants and acknowledges that any guests over the maximum occupancy constitutes an event and as such, an event fee (varies by Vacation Rental Property) will apply. Please note, not all Vacation Rentals allow guests. A per person, per day charge may be imposed for excess occupancy based on the confirmed rental. Where permitted, all day/evening Guests must vacate the premises by 10:00 p.m. INITIAL: \_\_\_\_\_

**Furnishings/Amenities:** The Vacation Rental is fully furnished, and while the Vacation Rental is individually owned and reflects the tastes of the owner, it includes ready-made beds, towels, and an equipped kitchen. Many, but not all, of our units have washers and dryers. Furnishings and amenities are not new and may exhibit signs of wear and tear. While we do our best to accurately describe each unit, amenities and furnishings are subject to change and may or may not be the exact same as represented due to replacement, substitution or other reasons. As a courtesy, Manager will provide a starter kit which includes soaps, dish detergent, toilet paper, paper towels, and other dispensable items. Manager shall not be responsible for any ill effect from, including but not limited to poisoning, intoxication, sickness, or allergic reaction due to the utilization of the courtesy starter kit. Since a limited supply is provided, Guest should plan to shop to replenish these items if necessary. Manager assumes no responsibility for the quality or contents of any food products left on the premises and Guest's use and/or consumption of same is not recommended and shall be at Guest's own risk(s). Towels and linens are not to be taken from the Vacation Rental and fees will be enforced due to any lost or missing items. If you have any questions about the Vacation Rental amenities, please call our office at (850) 249-1050. INITIAL: \_\_\_\_\_

**Entry of Premises/Maintenance:** Registering Guest agrees to allow Manager, vendors, service providers, contractors or subcontractors' access to the Vacation Rental during your stay for any reason to make repairs, improvements, care for or manage the Vacation Rental. Maintenance or service requests will be responded to as quickly as possible following notification. There are no refunds issued for any reason as every good faith effort is put forth to ensure the Vacation Rental is maintained and is in good working order prior to your arrival. INITIAL: \_\_\_\_\_

**Telephones:** Telephones are not typically provided. If provided, Guest agrees to not make long distance telephone calls or to pay for any long distance or collect calls occurring during the reservation dates. Emergency medical, fire and police service can be called by dialing 911 but most vacation rentals do not have phones. INITIAL: \_\_\_\_\_

**Good Neighbor Policy:** Guests shall behave in a civilized manner and shall be good neighbors, respecting the rights of the surrounding neighbors, and shall not create noise or disturbances that interfere with the quiet enjoyment of their Vacation Rental. Quiet hour starts at 10:00 PM, and outdoor noise or noise carrying from inside the Vacation Rental to outside should be kept to a minimum regardless of the hour, and in compliance with all local Noise Ordinances. INITIAL: \_\_\_\_\_

**Unforeseen Occurrences:** Manager does not accept liability for any loss or damage caused by but not limited to the following: weather conditions, natural disasters, pests, construction, acts of God, or other reasons beyond its control. There shall be no refunds of rents because of shortened stays or ruined expectations due to work and family emergencies, unavailability of any or all parts of the Vacation Rental, or any other reasons. It is highly recommended that Guest considers the purchase of travel insurance. INITIAL: \_\_\_\_\_

**Hurricane Policy:** Hurricanes are always a possibility in the Florida Panhandle. In the event of a mandatory evacuation of Panama City Beach by the Bay County Emergency Management Offices of NW Florida in conjunction with the National Weather Service ([www/nhc/noaa.gov](http://www/nhc/noaa.gov)) a prorated refund will be given for all days covered by the mandatory evacuation order. If no mandatory evacuation notice is issued 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. INITIAL: \_\_\_\_\_

**Subleasing/Transient Occupancy:** Guest shall not sublet the Vacation Rental and expressly acknowledges and agrees that this Agreement is for transient occupancy of the Vacation Rental, and that Guest does not intend to make the Vacation Rental a residence or household. INITIAL: \_\_\_\_\_

**Smoking, Alcohol & Illegal Activity:** A.) Smoking is not allowed within the designated unit/home. Guest/Guests may smoke outside of the Vacation Rental, but they are responsible for disposing of any cigarette/cigar related remnants in the proper way. Guest is responsible for all damage caused by the smoking including, but not limited to, stains, burns, odors remediation and removal of debris. If smoking occurs inside the home, a minimum charge of \$200 will be incurred for odor remediation. B.) The legal drinking age in the United States is 21 years. The Manager does not condone the use of alcohol by those under the legal drinking age and in no way condones or encourages intoxication. If you choose to drink, we urge you to do so responsibly and remember that excessive use of alcohol can result in severely impaired judgment, injury, and death. C.) It is unlawful to climb, jump or throw any object from a balcony per PCB Ordinance #1352. D.) Disruptive behavior and all illegal activities are strictly prohibited and may result in eviction from the Vacation Rental. E.) Manager shall under no circumstances be liable for any loss, damage, penalty, fine or expense, including attorney's fees resulting from costs, fines or other such charges that result from violating rules, laws, ordinances, state, county, city, property or other. INITIAL: \_\_\_\_\_

**Pets:** Pets are not allowed at properties (with the exception of ADA Certified Service Animals) unless the property has been designated a pet-friendly property. If you are travelling with a pet, please be sure you have reserved a pet-friendly property and completed the Pet Addendum. Additional fees will apply for all properties allowing pets. No other pets or animals other than those specified on the Pet Addendum are allowed on the property at any time and violation of this policy could result in additional charges, fees and possible eviction. INITIAL: \_\_\_\_\_

**Waiver of Liability:** For spa, hot tub, Jacuzzi, whirlpool, pool, sauna, pond, workout facilities, etc. herein referred to as special feature. If so equipped, it is the Guest's responsibility to learn about safety precautions, warning signs of water conditions, and safety procedures concerning swimming in or being around the special feature. Guest understands that the area surrounding special feature is not fenced or secure, and there are special risks that may be involved for anyone, in particular children, who are not carefully supervised, person(s) intoxicated, on any kinds of drugs or medication, with health risks, or if pregnant. Guest agrees to explain the risks of the presence and use of the special feature to all guests at the Vacation Rental. Guest agrees to instruct all guests on premises to not access any off-limit, or unsafe sections of the Vacation Rental including roof-tops. Guest agrees to assume all responsibility for Guest and other occupants for the consequences of those risks and to be fully and solely responsible for any accidents that may occur. Guest agrees to waive any claim whatsoever against the VR Owner, Property Owner or Manager for accidents or claims. INITIAL: \_\_\_\_\_

**Right of Correction:** Manager reserves the right to correct errors and has taken great effort to ensure the website information and any other material (printed or otherwise) is accurate. Rates and availability and may change without notice. In the event of an error or omission, we reserve the right to adjust such or make any other correction. All rental properties are privately owned, and their furnishings vary depending upon the owner's taste. Manager cannot guarantee the presence of particular listed furnishings, as they may change from time to time depending on the owner's preferences, availability, etc.

**Hold Harmless:** The Guest shall indemnify and hold harmless Manager, its owners, its business associates, property owner and the vacation rental owner, from any and all actual or alleged claims, demands, causes of action, liability, loss, damage and/or injury (to Property or persons, including without limitation wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of Guest's stay at the Vacation Rental and the performance of the Agreement. Guests also expressly recognize that any insurance for Vacation Rental/Property damage or loss which the Landlord may maintain on the Property does not cover personal property of Guests, and Guests should purchase insurance if such coverage is desired. INITIAL: \_\_\_\_\_

**Agency:** It is mutually understood and agreed that Manager is acting as Agent-only and has no liability to any parties for the performance of any terms or covenant of this agreement. Furthermore, Guest understands that Manager is being compensated in this transaction by the VR Owner and is contractually obligated to protect the interest of same.

**Additional Terms and Conditions:** The undersigned, for himself/herself, his/her heirs, assignors, executors, and administrators, fully releases and discharges Manager and Owner from any and all claims, demands and causes of action by reason of any injury or whatever nature which may have occurred to the undersigned, or any of his/her occupants or Guests as a result of, or in connection with the occupancy of the premises and agrees to hold Manager and VR 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 prevailing party shall be entitled to recover reasonable attorney fees and costs. INITIAL: \_\_\_\_\_

**Written Exceptions:** Any exceptions to the above-mentioned policies must be approved in writing by Manager in advance.

**Attorney's Fees:** In any action to recover any amounts due under this agreement, the prevailing party shall be entitled to recover all reasonable attorney's fees and costs incurred. Guest acknowledges and agrees that any dispute regarding the interpretation, breach or enforcement of this agreement shall be filed and heard by the courts located in Bay County, State of Florida, and nowhere else. You and we agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. The invalidity or enforceability of any provision of the agreement shall not affect or limit the validity or enforceability of the other provisions hereof. This agreement contains the entire understanding between the parties and supersedes any other oral and written agreements. No modification, addition, waiver or cancellation of any provision shall be valid except in writing and signed by the Manager. If you accept a refund, you waive all other rights and remedies under applicable law. INITIAL: \_\_\_\_\_

**Security Cameras/Systems:** Security Cameras/Systems may be installed at the Vacation Rental, which includes outside security cameras. There are no security cameras located inside the home/unit. System and cameras are installed primarily for deterrence and monitoring purposes when the Vacation Rental is not rented and is not occupied. Guest agrees and acknowledges that the security cameras may capture video/images of any and all activity conducted on the outside of the home. Guest acknowledge that the presence of the security system/cameras in no way places a duty upon the Manager to provide security or protection to you or anyone you invite to use or occupy the Vacation Rental as your guest. You understand and agree that the cameras are there for the Manager's purposes. You agree that you release the Manager from any and all liability arising from the presence, usage, non-usage, function, non-function, or video/image capture of the security system/cameras, including fees/fines incurred from false alarms caused by Guest or your guests. You also agree to advise your guests and occupants of said security system/cameras. B.) If Security cameras have been installed around the perimeter of the property for the Manager's property protection, these cameras are not monitored. C.) If Security Systems have been installed for the Vacation Rental's property protection, any alarms, false or otherwise will incur charges. INITIAL: \_\_\_\_\_

**Privacy Policy:** The information you provide to us will be treated confidentially. We do not sell, rent or lease your information to any third parties.

I have read, understand and agree to all terms & conditions including payment policies, cancellation policies, and departure date conditions of this agreement.

Guest Name: \_\_\_\_\_ Date: \_\_\_\_\_