

Rental Agreement
For Rio Mar Village Villa 1902

This agreement constitutes a contract between the undersigned Guest(s) and Evelyn and Joseph Devine (Owner).

1. **CHECK-IN/CHECK-OUT:** Unless otherwise agreed to between Owner and Guest(s), **CHECK-IN TIME** IS 3:00 PM. Keys to the Villa are NOT available until the unit is ready for occupancy. No exceptions to this policy will be made. **CHECK-OUT TIME** IS BY 12:00 PM. (Guest(s) not departing as agreed will be subject to an additional charge).
2. **RESERVATIONS:** Reservations are confirmed with 40% deposit of the total amount of rent plus a \$300 damage deposit. This will hold Guest(s) reservation. Balance is due 30 days prior to check-in date.
3. **CANCELLATION POLICY:** The Guest(s) may cancel their booking at any time up to or during the Rental period. In the event that the Guest(s) exercise their right to cancel, the Owner will charge the following cancellation penalty percentage rates of the total rental fee:
 - Up to 60 days prior to the arrival date – 20%
 - Between 30 and 60 days prior to the arrival date – 40%
 - Less than 30 days prior to arrival date – 100%
4. **CANCELLATION INSURANCE:** The Owner regrets that it is unable to waive any of the cancellation charges above, whatever the circumstances. The Owner recommends that all Guest(s) take out adequate cancellation or vacation insurance. Trip cancellation insurance can be purchased through any insurance company.
5. The aforementioned **DAMAGE DEPOSIT** is required for all rentals.
6. **WEATHER REFUNDS:** Except as provided under the cancellation policy above, NO Refunds will be given for Cancellation or Interruption that occurs due to inclement weather.
7. **RATE ADJUSTMENT:** Guest(s) understands the Villa is a privately owned home and is being made available for rent. In the event of a failure in heating or air conditioning or a major appliance and the Owner is unable to secure timely repair after notice of failure, a rate adjustment maybe made at the discretion of the Owner at a rate not to exceed 10% of the basic daily rate.
8. **KEYS & PASSES:** You are issued 2 sets of keys, a gate pass-beeper and a golf cart key at check-in. As this is privately owned property, Guest(s) are responsible for lost keys or beeper. The unit must be re-keyed in the event that keys are lost, misplaced, or not returned. The Guest(s) will be responsible for the replacement cost of \$70.00 in the event

all keys and the beeper are not returned to Owner for any reason. Please make sure you DO NOT lock yourself out.

9. **PETS ARE NOT PERMITTED IN THE VILLAS WITHOUT PRIOR APPROVAL OF OWNER. This policy will be STRICTLY ENFORCED.** If violated, the Owner reserves the right to cancel your rental reservation and occupancy of the Villa, without reimbursement of rental payments or return of the damage deposit.
10. **DAMAGE DEPOSIT:** If the following provisions are met, your damage deposit will be mailed to you within ten (10) days of your departure.
 - No damage is done to the Villa, or its contents.
 - No linens or household items are missing.
 - No damage is done to the Owner's golf cart.
 - Villa has not been smoked in.
 - There have been no pets in the Villa.
11. **RESPONSIBILITY OF GUEST(S):** The Guest(s) agree to be fully responsible for all damage, breakage and/or loss to the Villa (except normal wear and tear), which may result from the occupancy of the Villa.
12. **GOLF CART:** In the event the Guest(s) decide to use the Owners' golf cart, the Guest(s) will be fully responsible for any damage whatsoever to the golf cart. Guest(s) will not permit their children or anyone who does not possess a valid driver's license to drive the golf cart. NOTE – Golf carts are to be parked over by the curb of playground area of the Westin Resort. When the golf cart is returned to the Villa area, it must be parked in one of the two Villa's marked/designated parking spaces.

Use common sense when operating the golf cart. Everyone should be seated and all items should be secured prior to moving the cart. No more than 4 people should ride in the cart. Small children should not be ridden on the golf cart as there are no seatbelts. Obey all rules on the road while operating the cart on the resort roadways. Under no circumstances is the golf cart to be taken off the resort.

Guest(s) hereby agree to indemnify and hold Owner harmless for any and all losses whatsoever, including property, bodily and personal injury claims and lawsuits by you and or third parties arising out of the use and/or operation of the Owners' golf cart. Guest(s) agree that the Owner will have no responsibility and/or liability whatsoever for any loss or damage to property or for personal injury or death or otherwise due to the use, operation, misuse or abuse of the Owners' golf cart. The Guest(s) further agrees to indemnify and hold Owner harmless against any and all liability claims, including lawsuits alleging claims of negligence against Owner and will indemnify Owner for legal expenses and costs incurred in defending itself against any such claims of negligence. By using and operating the Owners' golf cart, the Guest(s) consciously and intentionally assume all risks of injury and/or losses.

13. **INDEMNIFICATION:** Guest(s) agree to indemnify and hold Owner harmless from any legal claim or liability for any loss or damage whatsoever arising from, related to, or in connection with, the rental of the Villa, including but not limited to any claim or liability for personal injury or damage or loss of property which is made, incurred or sustained by Guest(s) or any of Guest(s)' invitees. Guest(s) further agrees to indemnify and hold Owner harmless against any liability claim, including lawsuits alleging claims of negligence against owner and will indemnify Owner for legal expenses and costs incurred in defending itself against any aforesaid legal claim.
14. **VIOLATIONS/RIGHT OF TERMINATION:** If Guest(s) violate any of the conditions of this Agreement, the Owner may terminate this Agreement and enter the Villa. Upon notice of termination of this Agreement, Guest(s) shall vacate the Villa immediately.
15. **LIMIT ON OCCUPANCY:** Accommodations are limited to the number in the description. Guest(s) are subject to additional charges if this policy is not followed. Under no circumstances will any animals be allowed in the Villas. No smoking is permitted inside the Villa.
16. **FOREIGN TRAVELERS:** Your checks must be issued in U.S. funds, and drawn on a bank that operates within the U.S. Federal Reserve System. There will be a \$50 collection fee for checks not meeting these criteria. A \$25.00 service charge will be incurred for any returned checks.
17. **NO HOUSE PARTIES:** Guest(s) understand that we will accept families, married couples and responsible adults over the age of 21 ONLY. You certify that you have read carefully the limitations placed on the number of persons permitted to occupy the premises, and agree to abide by such limitations; if not, you will be asked to leave with no refund. Any complaints will be dealt with on an individual basis with Damage Deposit required if the situation warrants.
18. **ATTORNEY FEES:** In the event Owner has to resort to legal process to enforce rights under this Agreement, Guest(s) shall be responsible for all reasonable attorney fees and legal costs of the Owner.

By signing this document, Guest(s) jointly and severally agree to be legally bound to the terms and conditions state above.

GUEST SIGNATURE

DATE

GUEST SIGNATURE
(Spouse's signature required)

DATE

OWNER

DATE

Guest Names: _____

Address: _____

City: _____

State & Zip Code _____

Phone #'s _____

E-Mail Address: _____

Drivers License # _____ State _____

Drivers License # _____ State _____

Check-in: _____

Check-out: _____

Number of guests _____ Adults _____ Children: _____