

## BEACHWALK VACATION RENTALS - POLICIES

### AGENCY DISCLOSURE

Beachwalk Vacation Rentals serves as the agent & representative of all owners of vacation properties in its rental program, and is acting at all times, in and for the best interests of the owners.

### CHECK-IN

Check-in is after 4:00 p.m. (Central Standard Time – Daylight Savings Time during summer months) at the Beachwalk office. **Absolutely NO early Check-in during the summer season.** Beachwalk will use its commercially reasonable efforts to have the property ready for guest occupancy at check-in time, but Beachwalk cannot guarantee the exact time of occupancy. Please contact the office for instructions should you plan on arriving after 6:00 p.m. **Please Note – NO ARRIVALS ARE ALLOWED ON THANKSGIVING DAY, CHRISTMAS DAY and NEW YEARS DAY.**

### CHECK-OUT

Check-out time is 10:00 a.m. Check-out time is strictly enforced so that the cleaning service has adequate time to prepare the property for the next guest. Guests that do not vacate the property by 10:00 AM will be assessed \$50 per half hour. Return all keys to the Beachwalk office. If checking out prior to or after office hours, please leave all keys in the Key Drop outside the office.

### EARLY CHECK-IN/LATE CHECK-OUT

During the off-season months check-in and check-out times can be flexible. The charge is \$25.00 for either an early check-in or late check-out. Please ask for more details.

### PAYMENT

For reservations made 7 months prior to arrival; 25% down, another 25% two months later with the balance paid in full 60 days prior to arrival. For reservations made 6 months or less prior to arrival; 25% down with the balance being paid in full 60 days prior to arrival. Last minute reservations require payment in full. No shows will be charged. We reserve the right to cancel the reservation if payment is not received within the guidelines specified above. A non-refundable reservation fee of \$45.00 will be added to each reservation confirmation.

### RETURNED CHECKS

A \$35.00 service charge will be incurred for any returned checks.

### RATES

All rates are subject to state and local tax of 11%.

### SECURITY/DAMAGE DEPOSIT

Guests are responsible for any damages that occur during occupancy. However, a \$35.00 non-refundable damage waiver protection is included in the total price of the reservation. Details of the plan and its limits of liability are enclosed with the confirmation. Damage beyond the amount covered in the damage waiver will be charged to the guest's credit card. **This Damage Waiver does NOT cover intentional damage, theft, or excessive cleaning.**

### CANCELLATIONS

Cancellations must be made sixty- (60) days prior to check-in date or rent will not be refunded, unless home is re-rented with no time lost or you have a valid Travel Insurance Claim. All cancellations are subject to a 5% administrative fee.

**A transfer to another home is considered a cancellation, unless required because the reserved home is uninhabitable.**

In the event of the sale of a home, it is our policy to require the new owner of the home to honor prior rental commitments. However, if the new owner wishes to relocate previously booked rental commitments we (1) attempt to find a comparable rental alternative acceptable to our guest, or (2) refund all monies received.

#### **TRAVEL INSURANCE**

Travel Insurance is now available. This can protect you against losses you may incur because of illness, injuries or other unforeseen circumstances. The cost of the insurance is calculated as 6.5% total trip cost based on length of stay and time of year. This added fee will appear on your reservation unless you choose to opt out. (attached documents regarding coverage of insurance is enclosed) Travel Insurance is available through CSA, a Beachwalk Vacation Rentals partner.

#### **NO SHOW POLICY**

The total amount of the reservation will be charged along with a \$30.00 administrative fee.

#### **CONFIRMATION**

Confirmation of the reservation will be mailed, faxed, or emailed to Guest(s) upon receipt of the reservation payment. Please read the confirmation for accuracy of dates, mailing address, number of adults and/or children and accommodation errors must be directed to the reservations department within seven (7) days of mailing. Pay close attention to the number of persons (Adults/Children) on the confirmation and lease!

#### **RENTALS**

Summer rentals are on a weekly basis from Friday to Friday or Saturday to Saturday, depending on the home. However, if you call the week before you come down and we have something that isn't rented for the week, we will rent for a two (2)-night minimum. Off-season rentals are for a minimum of two (2) nights.

Beachwalk does not rent to individuals under the age of 25 unaccompanied by a parent. ID's must be furnished upon request. Absolutely no prom parties.

#### **OCCUPANCY**

Beachwalk Vacation Rentals brochure indicates the maximum sleeping capacity for each home. Unless arrangements are made at the time of booking, exceeding the maximum will result in the forfeiture of your security deposit, and termination of occupancy.

#### **PETS**

We do not allow pets!! If a pet is brought to a rental, we will refuse occupancy and your deposit will be forfeited. If a pet is discovered after check-in, occupancy will be terminated with no refund.

#### **SMOKING**

No Smoking is allowed inside any Beachwalk rental accommodations. Outside smoking is permitted but please do not litter. Failure to obey this rule will result in loss of any security deposit and/or charge to credit card.

#### **PARKING**

Parking at Beachwalk is limited to one or two vehicles depending on the home rented. Additional parking may be made available upon request. During summer season parking tags are issued at check-in. Any vehicle without a parking tag will be subject to towing.

## **KEYS**

All keys must be returned to the office at time of Check-Out. Guest(s) are issued 2 sets of keys at Check-In. As these are privately owned properties, Guest(s) are responsible for lost keys. The property will be re-keyed in the event that keys are lost, misplaced or non-returned. The Guest(s) will be responsible for the cost of this procedure.

## **LOCKOUT POLICY**

In the event a Guest(s) is locked out of a property, the guest can borrow a key by coming to the office. After business hours, the Guest(s) must call Agent(s) at 1-800-814-7501. An agent will meet the Guest(s) at the office. A charge of \$25 is charged for obtaining the key after business hours (If there is an Agent in the office there is no charge). If an Agent is not available after 11PM a locksmith will be required. The Guest(s) will be responsible for the cost of this procedure.

## **HOMES – FURNISHINGS – EQUIPMENT – ETC.-**

All homes are privately owned property furnished and equipped by its OWNER. As such, Beachwalk cannot make any changes to the furnishings or equipment provided by the owner. Décor, style and color will vary. Furnishings are subject to change without notice. Under no circumstances are furniture, bedding, mattress pads, utensils or any other property supplied with the rental property to be taken or transferred from one property to another (will result in charges to Guest). Moving of furniture is prohibited, and evidence of such will result in a charge. Loss of these items, as well as damage to the property or cleaning in excess of normal wear will be charged to the Guest. Certain areas in each rental property are locked for the OWNERS storage and are not included in this rental.

## **LINEN**

A basic supply of linen is provided in each property. Bed linen and bath towels are not changed during your stay. The starter supply of bath soap, toilet tissue and trash bags are not replenished.

## **CHECK-OUT PROCEDURES**

Beachwalk Cleaning Service will clean your accommodation after your departure. There are a few things we ask you to do:

- 1) Make sure all refuse is in outside trashcans.
- 2) Place dishes in dishwasher and run.
- 3) Place all used sheets and towels in a central location in the home.
- 4) Lock all doors and windows. Turn off all lights.
- 5) Turn heat down to 65° and air up to 78°.

## **MAINTENANCE**

The Beachwalk rental homes have met the standard of the Beachwalk Vacation Rentals. We do not warrant the mechanical systems or appliances on the homes. In the event of a mechanical failure we will make every effort to repair failures as quickly as possible. Our policy is not to refund or adjust rates for mechanical failure, but to respond quickly in an attempt to avoid any inconvenience.

## **EXTRA HOT TUB CLEANING**

Hot tubs have been cleaned prior to your arrival. There will be a \$35.00 charge if Guest(s) require additional cleaning of the hot tub during guest(s) stay.

## **LOST & FOUND**

Although we cannot be held responsible for items left behind, we do make every effort to locate and return them for you. Contact our rental office and found items will be sent UPS C.O.D. or we may place shipping charges on a major credit card. There is an additional \$10 handling fee.

## **REPAIRS – SERVICE CALLS – REFUNDS**

Beachwalk cannot guarantee against mechanical failure of heating, air conditioning, TV's, satellite receivers, VCR's or other appliances. Please report any inoperative equipment to our office immediately. Beachwalk will make reasonable effort to have repairs done quickly and efficiently or move Guest(s) to a different property if possible. Should a repairperson be called to a unit and find that the equipment is in working order and the problem was due to the Guest(s) oversight or neglect, the charge for the service will be the Guest(s)

responsibility. No refunds or rent reductions will be made due to failure of appliances or equipment. All maintenance requests must be reported to the office between 9am and 5pm (Beachwalk answers the phone 24 hrs 7 days a week). Please do not put off notifying us immediately as it could hinder us getting the repair done quickly! Guest(s) understands and agrees that Beachwalk or agents of may enter the rental property at any time for the purpose of making needed repairs. Please keep in mind that the property has been reserved and held for you and that others may have been turned away. Construction of new accommodations and attractions does occur in resort communities. Refunds or rate adjustments are not made for any inconvenience due to construction, road repairs, etc. Please DO NOT ask for refunds. No refunds for early departures (less than days reserved). No refunds will be given for delayed arrival. No refunds for reducing the number of nights reserved with less than 7 days notice. No refunds or reschedules due to inclement weather.

#### **RIGHT OF ENTRY**

Guest(s) agree that Beachwalk reserves the right to enter the rental property anytime to investigate disturbances, check occupancy, check for damage, to make such repairs, alterations or improvements as Beachwalk may deem appropriate.

#### **TELEPHONES**

All of the homes are equipped with telephones but they have been equipped with a long distance telephone block, which necessitates collect or credit card calls for long distance calling. Please call our rental office should you have any questions regarding long distance telephone calls.

#### **FIREPLACES**

Gas fireplaces are seasonal and are non operational from May 15<sup>th</sup> thru September 25<sup>th</sup>!

#### **FIREWOOD**

Rental properties that do not have a gas fireplace will be provided with firewood.

#### **TERMINATION BY OWNER/SUBSTITUTIONS**

Beachwalk strives to comply with all reservation requests for specific vacation properties. However, due to ownership changes, properties being removed from rental use, mechanical problems, or other unforeseen circumstances. Beachwalk cannot absolutely guarantee a specific rental property. Beachwalk reserves the right to change assignments without notice should the unit or property become unavailable. When comparable accommodations are not available, Guest(s) will have the option of selecting from available properties at the published rate or receiving a complete refund of their reservation deposit. If no substitution is available, Beachwalk will attempt to give as much notice as possible so other arrangements can be made.

#### **VACATION HOME UNDER CONSTRUCTION**

If Guest(s) have selected a property, which is under construction, and the property is not completed prior to Guest(s) arrival date, Beachwalk will use its commercially reasonable efforts to arrange for comparable accommodations at similar rents. If comparable accommodations at similar rents are not available, neither Beachwalk nor Owner will be liable to Guest(s) beyond the obligation to refund to Guest(s) all payments made by Guest(s).

#### **ACTS OF GOD/CONSTRUCTION NOISE**

Neither Owner nor Beachwalk shall be liable for events beyond their control which may interfere with Guest(s) occupancy, including but not limited to; Acts of God, acts of government agencies, fire, strikes, war, inclement weather or construction noise from nearby sites. NO REBATE OR REFUND will be offered in these circumstances.

#### **HOUSE PARTIES**

Rental homes are not to be used to host any type of party or event. Occupancy in use of premises shall not be such as to disturb or offend neighbors. The use of firearms, or fireworks is strictly prohibited. Guest(s) certify that they have read carefully the limitations placed on the number of persons permitted to occupy the premises, and will abide by such limitations; if not, Guest(s) will be asked to vacate the property which will result in loss of total rental and security deposit.

#### **ALCOHOLIC BEVERAGES**

No drinking of alcoholic beverages by persons under the legal age of twenty-one (21) is allowed. Should a Guest(s) or guest of Guest(s) be arrested for underage drinking at the rental unit property or should Agent(s) observe a Guest(s) or guest of Guest(s) under the age of 21 drinking alcoholic beverages, this rental agreement may be terminated and the Guests evicted at the option of the Agent(s). Illegal drug use is strictly prohibited.

**INDEMNIFICATION AND HOLD HARMLESS**

Guest(s) agree to indemnify and save harmless the Owner and Beachwalk for any theft, damage, cost or expense whatsoever arising from or related to any claim or litigation which may arise out of or in connection with Guest(s) use and occupancy of the rental property including but not limited to any claim or liability for personal injury or damage or theft of property which is made, incurred or sustained by Guest(s). The terms "Agent(s)" and "Owner" as used in this Agreement shall include their heirs, successors in interest, assigns, employees, agents and representatives where the context requires or permits. The term "Guest(s)" and "Your" as used in this Agreement shall include Guest(s) heirs, successors, assigns, guests, invitees, representatives and other persons on the rental property during the Guest(s) occupancy (without regard to whether such persons have authority under this Agreement to be upon the rental property), where the context requires or permits.

**CREDIT CARD**

I am providing my credit card number as a guarantee. I agree to pay all rent and/or any outstanding long distance charges, accept all terms of the lease agreement and accept all liability for any damage beyond normal wear and tear during the term of the lease with Beachwalk Vacation Rentals, LLC. If I fail to do so I understand that these costs will be charged to my credit card and all credit card sales are final!

**TAX EXEMPTIONS**

In order to be completely tax exempt from hotel/motel and state sales tax, a state, city, or county check must be presented upon check-in along with your city, state or county exemption certification displaying your tax exemption number. The check must be made payable to Beachwalk Vacation Rentals.

**ADDITIONAL SERVICES**

Additional services available include daily housekeeping, linen exchange, crib (\$30) and high chair (\$8) rental. Please contact the office to inquire about these additional services.

Signature \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

*All rates and policies are subject to change without notice.*