



SERENITY
BEACH RENTALS, LLC

Rental Policies and Procedures

Check-In: Check-in time is 4:00pm EST for all homes located on Cape San Blas and in St. Joe Beach, and 4:00pm CST for all homes located in Mexico Beach. We will make every effort to have the property ready by check-in time, although we cannot always guarantee the exact time of occupancy. We are unable to accommodate early arrivals. No exceptions. Each of our homes are equipped with either a lockbox or an electronic door lock. You will go straight to the property at, or after, the designated check-in time. You will receive an email in the days prior to your arrival date, and once your balance has been paid in full, with the code(s) for lockboxes, etc.

Check-Out: Check-out time is promptly by 10:00am EST for all homes located on Cape San Blas and in St. Joe Beach, and 10:00am CST for all homes located in Mexico Beach, and must be strictly adhered to. A late check-out fee equivalent to \$100.00 for each hour of occupancy beyond the checkout time will be charged to any guest occupying the property beyond the check-out time. This provision shall not be interpreted to allow the Tenant to occupy the property beyond the designated check-out time.

Damage Protection: Each reservation will include Accidental Damage Protection that will cover any accidental damages to the property and/or its contents for an amount up to \$1,500.00 when reported to the property manager immediately. Certain other terms and conditions apply. Any damages that exceed \$1,500.00 will be charged to the card on file. Rental properties are inspected before and after each occupancy. Rental guests have full financial responsibility for damages or extra cleaning due to misuse, negligence, missing items or pets. If damage occurs during your stay, please contact us immediately. You are responsible for damages and will be billed accordingly.

Travel Insurance/Refunds: Serenity Beach Rentals has partnered with Red Sky Travel Insurance to provide Sun Trip Preserver® coverage for our guests. Sun Trip Preserver provides cancellation and interruption services as well as emergency assistance and travel services. Protect yourself in the event of hurricane evacuations and family emergencies such as illness or death in the family. The travel insurance is optional and the cost is 6.95% of your total reservation stay. To learn more about Sun Trip Preserver or to file a claim, please visit <http://trippreserver.com/sun-trip.html>.

Phone: 866-889-7409
Email: redsky@archinsurance.com
Mail: Red Sky Travel Insurance
c/o Arch Insurance Company
Executive Plaza IV
11350 McCormick Road, Suite 102
Hunt Valley, MD 21031

Purchasing travel insurance is not required in order to purchase any other product or service that we have to offer. We may not be licensed to sell insurance, and therefore, we are not qualified or authorized to answer technical questions about the benefits, exclusions, and conditions of this travel insurance or evaluate the adequacy of your existing insurance coverage. The insurance coverage may duplicate existing insurance policies that you may have. You may wish to compare the terms of this policy with your existing life, health, home, rental and automobile policies, and other sources of protection. If you have any questions about your current coverage, please call your insurer or insurance agent. FOR MARYLAND RESIDENTS: Your travel insurance is primary to any other duplicate or similar coverages. The Limited Lines Travel Insurance Producer for this travel insurance policy is Arch Insurance Solutions, Inc. located in Hunt Valley, MD; and the carrier of this travel insurance is Arch Insurance Company, whose administrative offices located in New Jersey. All these disclosures that I just read to you along with the contact information for both the producer and carrier will be included in your policy or document of coverage and invoice once we finalize the sale.

Advance payments **will not** be refunded for cancellations unless the unit is re-rented for the same time period, and for the same rental total. If the property is not re-rented, the entire advance rental payment will be forfeited. If the property is re-rented, your advance payment (less a \$150.00 cancellation fee plus the difference in rental income) will be refunded upon receipt of payment from the new guest. No refunds will be given for early departure due to inclement weather, personal illness or other reasons.

Reservation & Confirmation Deposits: Once you have requested a reservation we will email you a rental agreement. Read, electronically sign, and return along with your Reservation Deposit. 50% of the total rental amount is due at the time of the reservation. The balance is due 30 days prior to your arrival. The full rental amount is due at the time of the reservation for all reservations with an arrival date of less than 90 days. To confirm, we must receive your executed Rental Agreement and initial payment within 5 days of your reservation request. Failure to receive payment will cancel out the reservation and the cancellation policy will go into effect. After receiving your payment a confirmation will be e-mailed to you.

Payment: Accepted forms of payment are as follows: personal check (must be received 30 days prior to your arrival), Visa, MasterCard, Discover, money orders, cashiers checks, and certified checks. All rentals are subject to Florida sales tax and local city and/or county taxes. All payments are to be made to Serenity Beach Rentals. At 30 days your credit card will be charged the remaining balance for your reservation. If you would like to make a payment in a different form or your credit card has expired from the initial deposit, we must be informed and receive the payment before the 30 days.

Payments not received 30 days prior to occupancy may result in loss of deposit and/or cancellation of reservation without notice. Please make sure that your reservation number or name on the property is on any remittance so that we can be sure your payment is accounted for correctly. Returned checks are subject to a \$50.00 check handling charge.

Maximum Occupancy: The maximum number of guests per unit is limited to the maximum occupancy indicated. No exceptions will be made. Guest exceeding maximum occupancy will be subject to forfeiture of advance payment, deposit and/or rental money, and will be evicted.

Advance Reservations: Reservations are accepted up to one year in advance. Reservation dates will be confirmed; however, we cannot guarantee rates or unit assignment. **Rates are subject to change without notice.** There are circumstances that occur that make the unit assignment guarantee impossible. However, if that happens we will offer you comparable accommodations or a full refund.

Age Requirements: We do not rent to anyone under the age of 25 (legal photo ID required upon request). Any reservation made under false pretenses will be subject to forfeiture of advance payment, deposit and/or rental money. Violators will be evicted.

Sight Unseen: Our vacation rental properties are individually owned and furnished. We try to accommodate our renters, but we will not give refunds or adjustments if you find the décor or furnishings unacceptable to your preferences. We manage privately owned vacation homes that are furnished to the owner's tastes, and no two properties are the same. Rates, descriptions, bed sizes, inventories, and furnishings are subject to change without notice. Neither the rental agent nor the owner will be obligated to provide replacements or give refunds for failure or absence of any items.

Supplies: All properties are equipped with an initial setup of supplies such as of toilet paper, paper towels, and trashcan liner. Guests must furnish, food, cleaning supplies and personal items for the rental period. All linens are provided and are included in the reservation cost. Agent and owner can assume no responsibility for any articles left on the premises by tenant. Any request for items to be returned will be returned at guest's expense. **Remember to Bring:** Toilet Paper, Paper Towels, Garbage Bags, Laundry Detergent, Aluminum Foil, Plastic Wrap, Napkins, Dishwashing Detergent, Bath Soaps, Medicines, Sun Block, Special Cooking Items, Sunglasses, Food, Condiments, Beach Towels, etc.

Housekeeping: Your unit will be thoroughly cleaned before your arrival. If you are not satisfied with the condition upon check-in, please contact our office immediately and we will dispatch a housekeeping

representative. If you have not called within 24 hours of your arrival, we will assume you found your unit in acceptable condition. We would ask that you leave your property in the order that you found it; this includes, but is not limited to, the placement of interior and exterior furniture. Please insure that no dirty dishes are left in the sink, dishwasher, and are returned to the cabinets.

Linens: An initial linen supply (one set of bath linens, including one bath towel, and one wash cloth per the number of persons the property occupies and one set of sheets per bed) will be provided. All beds will be made with the exception of sleeper sofas, futons, and trundles. Kitchen linens include one dishtowel.

Repairs and Service Calls: Any problems, needed repairs/services, or inoperative equipment must be reported to us promptly after discovering it. We will make every effort to have repairs taken care of quickly and efficiently, however if you would rather not be bothered just let us know and we will take care of the issue upon your departure. Please know that any items not reported while on your stay or items reported after your departure will not be subject to any refund or rate adjustment if issue were to warrant such. All homes will be fully functional at check-in but we cannot guarantee appliances, TV's, air conditioners, fireplaces, etc. and refund or rate adjustments cannot be made for any mechanical failure.

Property or Guest Amenities: All efforts will be made to accommodate property amenities or guest amenities advertised or offered, although we can not guarantee or warrant any one property or guest amenity. Please report any issues with property or guest amenities immediately.

Residential Elevators: Some of our properties are equipped with residential elevators. These machines are to be used at your own risk, and are intended for special needs and convenience purposes only. Residential Elevators are NOT intended for common use. **Children are under no circumstances permitted to operate these machines.** Residential Elevators are very sensitive, so specific instructions are provided for your convenience. If the elevator becomes inoperable during guest occupancy due to misuse, and a service call is required in order to regain functionality, the guest will be charged a minimum service call fee of \$40 for that service. Please report any issues immediately.

Gas/Charcoal Grills: Grills are provided in some rental units and are strictly prohibited on other rental units. For fire safety all charcoal grills are prohibited on decks, porches, and balconies on all rental units. You are subject to immediate eviction if you are found violating this policy. If the rental unit you are occupying does not contain a grill or the grill it contains is not operating properly, inquire at our office for availability and/or service. We cannot guarantee operation or availability of grills. Should you utilize a charcoal grill, be careful to properly dispose of coals to prevent fires.

Hot tubs/ Pools: Under no circumstances are pets allowed in pools or hot tubs. Violation of these provisions shall be grounds for immediate eviction. Homes that advertise a community pool as an amenity are subject to availability as determined by the managing authority responsible for the care of the pool and not Serenity Beach Rentals. Unless specifically noted in the properties description, pools do not include free heat. Heat may be available at an additional expense for some pools. **Swimming Pool and Hot Tub Usage - Release of Liability, Waiver of Claims, Express Assumption of Risk and Indemnity Agreement:** In consideration for receiving access and/or permission to use any swimming pool, spa or hot tub ("Activity") at your rental Property or otherwise made available to you as an amenity in conjunction with your rental by Serenity Beach Rentals, LLC and the Owner(s) of your rental Property ("Owners"), you hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND HOLD HARMLESS for any and all purposes Serenity Beach Rentals, LLC, Owners, and their respective officers, servants, agents, volunteers, or employees (herein collectively referred to as RELEASEES) FROM ANY AND ALL LIABILITIES, RESPONSIBILITIES, CLAIMS, DEMANDS, CAUSES OF ACTION OR INJURY, INCLUDING DEATH, that may be sustained by you or your guests or invitees while participating in such ACTIVITY, whether caused by RELEASEES' active or passive negligence.

You agree that you are fully aware that there are inherent risks involved with ACTIVITY, including but not limited to possible physical injury (including, but not limited to broken bones, strains, sprains, bruises, concussions, heart attack, heat exhaustion) and loss of life and you choose to voluntarily participate in said ACTIVITY with full knowledge that said ACTIVITY may be hazardous to you, your guests, your invitees, and your property ("You"). YOU VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS,

PROPERTY DAMAGE OR PERSONAL OR EMOTIONAL INJURY, INCLUDING DEATH, that may be sustained by You as a result of participating in said ACTIVITY, whether supervised or unsupervised. You further agree to indemnify and hold harmless the RELEASEES for any loss, liability, judgment, settlement, damage or costs, including court costs and attorney's fees for both the trial and appellate levels that may occur as a result of or in any way related to Your participation in said ACTIVITY, whether caused by RELEASEES' active or passive negligence or otherwise.

You agree to be responsible for the day to day general safety conditions of any swimming pool and/or hot tub to use at your rental Property. This includes, but is not limited to, keeping the swimming pool, spa and/or hot tub clean of debris, keeping the swimming pool, spa and/or hot tub areas clean, neat and organized, keeping all gates and doors locked and the swimming pool, spa and/or hot tub area secured at all times, and operating the swimming pool, spa and/or hot tub in a safe, responsible manner.

You understand that RELEASEES may not maintain any insurance policy covering any circumstance arising from your participation in this ACTIVITY or any event related to that participation. As such, you are aware that you should review Your personal insurance coverage.

You hereby certify that you are at least 18 years of age and you are legally competent to enter into this Agreement, including the Release, Waiver, Assumption, and Indemnity provisions contained herein. You agree that it is your express intent that this release shall bind the members of your family and spouse if you are alive, and your heirs, assigns and personal representatives, if you are deceased, and shall be governed by the laws of the State of Florida.

Trash: If any trash is in the property's receptacles, please move the receptacle to the pick-up point on the trash service day. On the days the service is provided please have the receptacle out to the road by 8am (EST) and bring it back by 6pm (EST) that same day. If excessive trash is left behind due to non-compliance additional cleaning fees may be applied.

Smoking: Smoking is strictly prohibited inside all rental units. You will be charged for carpet cleaning and deodorizing if any evidence of smoking is found in your unit. There are no exceptions to this policy.

Pets: Homes that are designated "pet friendly" will allow **dogs only** and for a non-refundable pet fee. Guests must have pet occupancy approved at the time of reservation or prior to arrival. Any material damage by a pet to the rental property will be the responsibility of Tenant and shall be paid immediately. Tenants with undeclared or unauthorized pets may be asked to vacate immediately with no refund and be charged a \$150 non-declared pet fee. If evidence of pets is found on the property without prior approval, the non-refundable pet fee will be charged to the credit card on file without notice. If fleas are present after check-out, tenants may be charged an additional extermination fee.

Utilities: No compensation will be given for temporary outage of electricity, gas, water, cable, satellite, or telephone service. Utility service outages should be reported immediately and all efforts will be made to have them restored as soon as possible. In the event an outage cannot be restored Serenity Beach Rentals has the right to substitute rental properties (see Right to Change Rental Assignments below) for the remainder of the reservation or until the utilities are fully restored, whichever occurs first.

Rental Homes for Sale: Rental units may be on the market for sale. In the event a request to show the unit is made, owners reserve the right to allow showings accompanied by themselves or by Real Estate agents to qualified buyers by appointment only. Guests will be notified in advance and every effort will be made not to disrupt your vacation.

Right to Change Rental Accommodations (Substitution): We reserve the right to substitute comparable accommodations without prior notice or liability in the event of a sale of the rental property, or if the property becomes unavailable due to maintenance or other problems. We cannot absolutely guarantee a specific rental property in the event of unforeseen circumstances, which could render the property to be unsafe or uninhabitable. We will make every effort to contact you should this happen.

When comparable accommodations are not available, guests will have the option of selecting from available

properties at the comparable published rate or receiving a complete refund.

Construction: There is the possibility that construction projects may be in progress nearby during the time of your stay. Serenity Beach Rentals cannot predict when or where these projects will begin or how long they will last. Therefore, we have no control in these situations and no compensation or substitutions to other properties will be considered.

Disclaimer: Tenant(s) shall rely only upon any statements or representations made by Serenity Beach Rentals or its agents with respect to the property's level of suitability for a specific use or with respect to property condition. Every effort has been made to assure the accuracy of this information. However, Serenity Beach Rentals cannot assume responsibility for errors or omissions; rental data, terms and conditions are subject to change without notice.

Limitations: Premises shall be used for recreational purposes only in a non-offensive manner. No use shall be made thereof which is unlawful, improper, noisy, or offensive, or contrary to the State of Florida laws and ordinances, or of local town ordinances. **No weddings, receptions, reunions, or gatherings of the like will be permitted due to liability. If you would like to plan an event such as these we have to be informed and documented. Failure to comply can result in immediate eviction and loss of all monies paid.** No large gatherings for games of chance, clubs, or other organizations for activities open to the public, no campfires may be kindled, no tents, trailers, campers, motor homes, nor mobile homes, will be allowed on the premises. Upon expiration of the rental period, tenants agree to give peaceable possession of the said premises to Serenity Beach Rentals in as good a condition as they now are, usual wear accepted.

Proper Notice: The parties agree that all notices shall be deemed given if sent to Tenant at address or telephone number provided at time of reservation. All notices shall be deemed given to Serenity Beach Rentals if received at telephone number: (850) 229-4200 and by mail to P.O. Box 1275, Port St. Joe, FL 32457. In the event of a dispute, legal action may only be instituted in the County within which the Rental Property is located. If any part of this agreement shall be deemed unenforceable by law, that part shall be omitted from this Agreement without affecting the remaining Agreement.

Indemnification: Tenant(s) agree to indemnify and save harmless the Owner(s) and Agent(s) for any liabilities, theft, damage, cost or expense whatsoever arising from or related to any claim or litigation which may arise out of or in connection with Tenant(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 Tenant(s). The terms "Agent(s)" and "Owner(s)" 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 "Tenant(s)", "You", and "Your" as used in this Agreement shall include Tenant(s) heirs, successors, assigns, guests, invitees, representatives and other persons on the rental property during Tenant(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.

Termination: Serenity Beach Rentals may terminate this Agreement upon the breach of any of the terms hereof by Tenant. Tenant shall not be entitled to the return of any rental paid under the terms of this Agreement and shall vacate the Unit immediately.