

# Waterside Cottage Rental Agreement

Version 1.0

I agree to rent from Val & Renee' Morel ("Agents for Owners, Elizabeth Watkins and Carole Lockhart") the premises known as "Waterside Cottage" located at: 2019 Augusta Avenue, Pensacola, FL 32507 for the period commencing and ending on the agreed upon dates.

Under the following terms and conditions, it is understood that the property will be used as a family rental only. **NO HOUSE PARTIES, weddings, or receptions are allowed.**

## Minimum Age

Minimum age to rent this property is 25 years old.

## Deposit

I agree to pay a Reservation Deposit equal to 50% of the rental fee. That deposit will hold my reservation and will be deducted from my rental fee.

## Refundable Security Deposit

I agree to pay a \$200.00 security Deposit. I understand that if any damage that occurs during my stay is considered "intentional" and not covered by the Accidental Damage Insurance, that damage will be paid for using the Security Deposit. I also understand that if any extra cleaning charges are incurred, my Security Deposit will be used to pay that charge for extra cleaning. Any Security Deposit money left after paying for the damage, and/or extra cleaning will be returned, along with receipts showing how the money was spent.

If no intentional damage is found after your stay is over, the Security Deposit will be refunded within 10 days of your departure date.

## Rental Fee

I agree to pay the total rental fee that has been agreed upon no later than 2 months prior to the commencement date of the rental period. Failure to pay in full within this time frame may result in cancellation of reservation and forfeiture for deposit.

## Damage

- I agree to purchase Accidental Rental Damage Protection at the time of booking. The policy cost is \$49. The insurance provides up to \$1,500.00 in accidental damage protection should any damage occur during my stay.
- I agree to be responsible for any damage that exceeds the \$1,500.00 Accidental Damage Insurance policy. I agree to provide credit card information to be used in the event that damages exceed the \$1,500.00 coverage limit. I understand that the Accidental Rental Damage Insurance does not cover intentional acts/vandalism.

- I understand and agree that I am responsible for any damages caused by intentional acts or vandalism.

### **Problems/Broken Items**

- I agree that my failure to report cleaning issues immediately upon arrival will negate the possibility of any recourse.
- I agree to report any damage / broken items, appliances, etc immediately. I understand that there can be no guarantee that any particular item, appliance, etc, will be in full working order for the duration of my stay.
- I agree not to ask for any type of refund if every *reasonable* effort is made to repair / replace anything I report as damaged or broken.

### **Cancellation Policy**

- There will be no refunds for any cancellations. Any monies paid will be forfeited.
- I understand that I have the option to purchase Travel Insurance through Travel Guard.

### **Travel Insurance**

We do not offer refunds, date changes, or sub-leasing. But we do offer Travel Insurance. Travel Insurance is a great way to protect the money you have invested in your vacation.

[Click here for a Travel Insurance quote](#)

### **Pet Policy**

- Dogs are allowed on a case-by-case basis only. Failure to get prior approval of a pet may result in termination of rental, immediate eviction, and forfeiture of fees.
- Other types of pets may be approved on case by case basis and with a non-refundable pet fee.
- Guest agrees to pay non-refundable Pet Fee per dog. Upon approval, guests agree to abide by the following:
  - Dogs are required to be kept crated when left alone in the property.
  - Guests will pick up and dispose of the dogs droppings.

- Dogs cannot exceed 35 pounds in weight.

### **.Check-in - Check-out times**

Normal check-in time is \*4:00 pm and normal check-out time is 10:00 am.

### **\*4:00 Check-in**

Under certain circumstances (busy times of year) our cleaners may not have the home cleaned by 4:00 pm. We ask for your understanding in this matter. If the home is not clean for 4:00 pm, rest assured that it will be cleaned ASAP. There will be no refunds due to the home not being ready for check-in at 4:00 pm.

### **General Conditions**

- I agree to have no more than four (4) people for occupancy.
- This agreement shall not be assigned, nor the premises sublet, without the written consent of the owner or his agents.
- I will maintain this property in as good condition as I find it and agree to replace or pay for any loss, breakage or damage to the satisfaction of the owner or agents.
- I understand that this is a non-smoking rental. I am permitted to smoke outdoors, but I am responsible to pick up all butts. I agree that any violation of the smoking policy may incur a charge to the security deposit I provided to pay for any extra cleaning needed to remove the smell of smoke or the removal of cigarette butts.
- It is expressly understood and agreed that owners of said premises will not be liable for any damages or injury to tenant or other occupants and their property from whatever cause arising from the occupancy of said premises.
- I agree not to hold the owners responsible for any Items that I leave behind, or are stolen.
- I agree to vacate said premises upon the termination of this agreement at the hour and date shown above. Before vacating, I will:
  - Place all dirty towels in the bathroom. Beds should be left unmade. Sheets do not need to be stripped from the bed.
  - Clean all dirty dishes and put them in the proper place in the cabinets.
  - Remove all perishables and food items from the refrigerator.

- Collect all garbage and place outside in the garbage can.
- Set the thermostat to 80° when A/C is on, 60° when heat is on.
- Turn off all lights and appliances.
- Close and lock the premises.

### **Right Of Entry**

I agree that the OWNER or his AGENT shall have the right to enter into the premises, or any part thereof, for the purpose of examining the same or making repairs or alterations deemed necessary.

I have read and understand the terms of this rental agreement. I accept full responsibility for any damages or extra cleaning charges, should they be discovered during or after my departure.

I shall fully indemnify, hold harmless and defend (collectively "indemnify" and "indemnification") Elizabeth Watkins and Carole Lockhart, their agents and affiliates (collectively, "Indemnified Parties") from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to reasonable attorney's fees and costs), whether or not involving a third party claim, which arise out of the use of the vacation rental property on 2019 Augusta Avenue, Pensacola, Florida 32507 for the period commencing and ending on the agreed upon dates in each case whether or not caused by the negligence of Elizabeth Watkins and Carole Lockhart, their agents or any other Indemnified Party and whether or not the relevant Claim has merit.

**When acknowledged by the tenant and accepted by owner, this shall constitute a rental agreement.**