

Rental Agreement

This short-term rental agreement is made between the Owner and/or Bazinga, LLC and the Guest. For good and valuable consideration, the sufficiency of which is acknowledged, the parties hereby agree as follows:

1. The property is located at 82703 Old Highway, Islamorada, FL 33036 and access to the home, garage code, wifi, etc are all located in the VRBO app which the Guest should download and share with others in the home prior to arrival.
2. The property is furnished with all kitchen appliances, cookware, utensils, 1 roll of toilet paper per bathroom, bed linens, beach towels and bath towels.
3. Maximum occupancy should not exceed 8 people, who can check in after 4pm and must check out after 10am on the respective arrival and departure days. Unless noted otherwise, turnover day is on Saturday.
4. Guest shall allow the Owner and/or Bazinga, LLC staff and maintenance personal access to the property for purposes of repair and inspection. Management has the right to verify how many guests are physically present and shall exercise this right of access in a reasonable manner.
5. Smoking inside the home is strictly prohibited and a fee of \$2,500 will be levied if the smell of smoke is apparent. Any smoking outside requires the use of ashtrays to dispose of used cigarette butts as they are not to be disposed of on the ground of the property. Multiple discarded butts on the ground will result in a \$250 cleaning fee to the guest. If smoking is done in the house, Guest will be immediately evicted.
6. Occupants shall be prohibited from making excessive noise from 10pm-8am on weeknights and 11pm-9am on weekends. Excessive noise is anything audible from outside of the property lines during these times.
7. All trash and debris must be kept in covered trash bins which get picked up once a week. Upon departure, all garbage containers inside home should be emptied and taken outside to the trash bins. Failure to take out garbage may result in an additional \$75 cleaning fee.
8. Any emergency issue should be reported to Freewheeler Vacations 305-664-2075.
9. A pet fee of \$300 is to be paid for all guests vacationing with their guests prior to arrival. If the Guest fails to notify the Owner and/or Bazinga, LLC of any pet staying with the Guest, a \$500 fee will be charged to the Guest immediately in the form of cash, or the owner asked to board the pet immediately. Upon departure, all dog feces need to be removed from the yard area and placed in trash bins otherwise a \$100 cleaning fee will be applied to the Guest.
10. All dishes and kitchenware must be cleaned and put back prior to departure. Please leave the house neat and orderly, any excessive cleaning will result in a \$100/hour fee.
11. Furniture is not to be moved under any circumstances, any damage to floors as a result will be recouped from the Guest. If any furniture is moved and not put back, a fee of \$150 will be charged to the Guest.

12. Hurricane Cancellation Policy: Effective June 1 to November 30: Tenants agree to vacate the premises when a mandatory evacuation order has been issued due to a pending hurricane. We do not offer a refund for weather or other circumstances beyond our control. We strongly encourage the purchase of travel insurance to protect your vacation investment.
13. If you need to cancel your reservation and can let us know in advance, we may be able to open the week and book it for you to help alleviate your loss. Please let us know ASAP and if we can do this for you then we can refund your stay minus and cost or discounts for renting it out for you.
14. Non-liability for personal property: Guest agrees that the Owner and/or Bazinga, LLC will not be liable for any loss or damage to any personal property in or on the rental premises or stored rooms or places provided to Guest in connection therewith, nor shall that the Owner and/or Bazinga, LLC be liable to the Guest, Guest's family, guests, or agents for failure to repair or maintain any part of the rental premises or property contained therein, absent gross negligence. Guest further agrees that neither the Owner and/or Bazinga, LLC shall be liable for any damage to the personal property of the guest, Guest's family, guests, or agents arising from theft, vandalism, fire, water, rain, acts of God or government, interruption of utilities, acts of others or other third party or external causes whatsoever.
15. Upon departure, please lock all doors. Failure to do so will hold you responsible for any loss or damage that occurs.
16. Open Water Access: Swimming Pool and Ocean Safety: Guest acknowledges and specifically understands that drowning is the leading cause of death of young children and is also a significant cause of death for medically frail elderly persons. Consequently, Guest agrees, as a material condition of this Lease and as a material inducement to the Owner and/or Bazinga, LLC to enter into this Lease, to constantly supervise, or provide constant adult supervision, when children or medical frail elderly persons use, are near, or have any possible access, intentional or unintentional, to the open water, dock, or swimming pool that is part of the rental premises.
17. There is a \$5,000 surcharge for all weddings and special events. If this is not disclosed prior to the event, the fee will be \$8,000 or the reservation will be cancelled without refund.
18. This property is NOT kid-friendly or kid-proof in ANY way whatsoever. We strongly encourage that only adults stay here as there is no pool fence nor fence to stop one from the ocean and rip rap. You are welcome to bring your responsible child if you supervise them at all times as we are NOT RESPONSIBLE for anything that happens to them. We remind you again that this property is NOT suited for children and that if you bring them, you do so at your own will and responsibility.
19. Kayak and Paddleboard Usage: Guests are furnished life preservers to be used when operating a kayak or paddleboard. If a supplied life vest does not fit, one should be procured at the Guest's expense for use. Usage of kayaks should be done safely and done by those with the ability to swim. Proper water footwear is encouraged to avoid injury to feet. Upon departure, kayaks, paddles, and vests should be returned to the rack and not left on the beach.

Finally, as a reminder, this is a NO REFUND – NO CANCELLATION rental. If something unexpected comes up and you do not have insurance, then we will move your date to free up the week to help re-book that week. If we rebook that week, we will simply credit you for another future stay within the next 2 years (any increase in rate would be your responsibility, but there is no refund on any reduction in rate). If we rebook it for less due to discounting or commission fee, that will be taken from the credited amount. If we cannot book it, then you would need to deal with your travel insurance company, but we do not issue refunds.