

## **Terms & Conditions**

Please review the terms and conditions relating to this reservation.

2-23-2016

### **Guest must be 25 To Reserve and Check-in.**

#### **Fees and Charges**

- \$200 of the initial deposit is non-refundable.
- Travel Insurance and Accidental Damage Insurance payments are non- refundable.
- Condo Association or Home Owner Association Fees range from \$0 to \$400 per rental.
- If you plan to bring a pet and it has been approved by the owner, there is an additional security deposit of \$200 for one pet or \$300 for two approved pets.
- All rentals are assessed a departure cleaning fee depending on the size of the unit and exterior amenities requiring cleaning.
- Monroe County charges a 5% tourist development tax on all rentals for a term of 6 months or less.
- The state of Florida charges a 7.5% sales tax on all rentals for a term of 6 months or less.
- Travel Insurance is offered through CSA at an additional charge. Travel Insurance is optional. Plan description and details are available on our website under the tab "Travel Insurance".
- Accidental Damage Insurance is offered through CSA. This insurance protects your security deposit for unintentional damages to the rental unit that may occur during your stay. Accidental Damage Insurance is optional. Plan description and details are available on our website under the tab "Accidental Damage Insurance".
- Dock Fees - Occasionally there are additional dock fees at a property. Fees vary depending on size of boat and length of stay.
- Utility Caps – Some properties have utility "Caps" where the owner has agreed to pay up to a predetermined amount for each utility during the rental. If Guest usage exceeds the "cap" charges are deducted from the security deposit.
- The amount of security deposit varies with the size and amenities of the property.
- Keys Holiday Rentals is not responsible for events beyond our control, e.g. inclement weather, maintenance issues, etc.
- All rates are subject to change without notice until a reservation is confirmed.

#### **Minimum Stays**

The properties we represent are privately owned. Requirements for minimum stays and rates vary from one property to another based on our contract with the owner and/or local restrictions. Rates may also vary depending on the season or time of year requested.

#### **Contractor/Construction Rentals**

All properties rented to a business engaged in a contract work project where the business will be renting the property and employees will be living in the rental unit must have owner approval. Higher security deposits may be required. Weekly cleanings will be required. Keys Holiday Rentals will arrange for the cleanings. Charges will be pre-paid at the time the rental agreement is signed.

#### **Standardization of Accommodations**

There is no standardization of accommodations because these properties are owned by individuals. Quality of furnishings and equipment provided will vary. Every attempt has been made to capture the essence of each property in both still photos and visual tours so that guest expectations are realistic. Inventory lists have been prepared to accurately account for the amenities listed in the advertising and promotions. Once in a while something will malfunction just before Guest arrival or during a Guest's stay. Every reasonable effort will be made to correct or repair the malfunctioning appliance, but no refunds for inoperative appliances will be offered or expected.

#### **Deposits & Payments**

- Reservations more than 180 days prior to arrival: \$500-\$2500 deposit plus Travel Insurance Premium (if applicable) due at time of reservation. 50% of balance due 120 days prior to arrival date; balance in full 60 days prior to arrival.
- Reservations 90 – 180 days prior to arrival: \$500-\$2500 deposit plus Travel Insurance Premium (if applicable) due at time of reservation. 50% of balance due 90 days prior to arrival date; balance in full 60 days prior to arrival.
- Reservations 60 – 89 days prior to arrival: 50% of all charges and refundable security deposits including Travel Insurance Premium (if applicable) due at time of reservation; balance in full 60 days prior to arrival.

- Reservations 0-59 days prior to arrival: 100% of all charges and refundable security deposits due at time of reservation.
- Additional payments may be paid by check, U.S. Postal money order, E-check, or credit card. If payment is not received in our office on or before the due date the payment will automatically be charged to your credit card if one is on file.
- A 24-hour courtesy hold is available without obligation. However, once you have provided your credit card information and are given a confirmation number, your reservation is guaranteed and subject to all cancellation fees.

### **Security Deposit**

A security deposit is required for each rental unit. The amount of the deposit depends on the overall value of the property and the amenities included. Guest agrees to pay the security deposit for the property they are reserving. This will be a cash/check/or money order deposit held in the escrow account of Keys Holiday Rentals. Release of the deposit shall be subject to inspection of the rental property and will be returned in 15 days if a weekly rental or up to 45 days if there are caps on the utilities on monthly rentals.

### **Accidental Damage Insurance**

Accidental Damage Insurance is optional and provided through CSA. Accidental Damage Insurance covers unintentional damages to the rental unit that occur during your stay, provided they are disclosed to management prior to check-out. The policy will pay a maximum benefit of **\$3,000**. Any damages that exceed **\$3,000** will be charged to the credit card on file or billed to you if a credit card is not on file. If, during your stay at one of our Rental Properties, an Insured Person causes any damage to real or personal property of the unit as a result of inadvertent acts or omissions, the Insurer will reimburse the Insured for the cost of repair or replacement cost of such property up to a maximum benefit of **\$3,000**. Certain terms and conditions apply. Full details of the Accidental Damage Insurance coverage are contained in the Description of Coverage's or Insurance Policy ([www.vacationrentalinsurance.com/G20VRD](http://www.vacationrentalinsurance.com/G20VRD).) By submitting payment for this plan, you authorize and request CSA Travel Protection and Insurance Services to pay directly Keys Holiday Rentals any amount payable under the terms and conditions of the Accidental Damage Insurance. If you do not wish to purchase Accidental Rental Damage Insurance the amount of your Security Deposit may be increased.

### **Hurricane Refund Policy**

We do not offer hurricane refunds. If you will be staying in The Keys during hurricane season (June 1 through November 30) and are concerned about mandatory evacuations due to hurricanes we recommend that you purchase travel insurance.

### **Travel Insurance**

Travel Insurance is optional. Plan details can be found at [www.vacationrentalinsurance.com/330CERT](http://www.vacationrentalinsurance.com/330CERT). Please let us know if you want Travel Insurance included in your reservation.

### **Utility Caps**

Owners often place a maximum (cap) amount for which they will be responsible for utilities – water, electricity, cable TV programs, etc. Guest is responsible for any additional charges. All long distance phone charges are the responsibility of the Guest. Guest agrees to submit payment for long distance phone calls, electric, utility charges as additional sums are due over and above the amount of the Deposit. Guest agrees to send payment on demand from Broker or Owner immediately if staying in the property for an extended period of time. Utility charges may be prorated by Owner if billing periods do not correspond to exact occupancy dates. Guest agrees to accept additional charges charged to their credit card on file and/or deductions from the security deposit. Copies of all bills will be provided to Guest.

### **Cancellation and Refund Policy**

- Notice of cancellation by Guest: Notice must be in writing and sent by U.S. Mail OR email. If sent by email, the email must be acknowledged by the staff at Keys Holiday Rentals. The date of acknowledgement by Keys Holiday Rentals will determine the date of notice.
- \$150 cancellation fee is charged if written notice is received 61 – 89 days prior to arrival. Balance is refunded minus non-refundable charges and pre-paid insurances – travel or accidental damage.
- \$300 cancellation fee is charged if written notice is received 60 days or less prior to arrival AND we are able to find another tenant for the same time period minus the non-refundable charges and pre-paid insurances – travel and accidental damage.
- No refunds if written notice is received 60 days or less prior to arrival and we are not able to find another tenant for the same time period.
- No refunds for early departure for any reason.

- Notice of cancellation by Keys Holiday Rentals: If it becomes necessary for Keys Holiday Rentals to cancel a reservation due to unforeseen circumstances, Keys Holiday Rentals will notify Guest promptly and refund 100% of all deposits and payments except insurances. Immediate notice will be given by phone and/or email and followed by written notice via Certified Mail to address on the Rental Agreement.

#### **Check-In / Check-Out**

- Upon receipt of all signed rental documents and payment, your Reservation Confirmation will be emailed to you. Check-In instructions will be emailed to you when your final payment is received.
- Check-In is between 3:00 PM and 6:00 pm.
- Special arrangements must be made for Guests who do not arrive by 6:00 pm.
- Check-Out is 10:00 AM. Guest and Guest's entire party must vacate the property by 10:00AM unless specific approval has been granted for a late check-out. Failure to check out on time could result in a \$50 late check out fee.
- Return of keys varies per rental unit. Instructions will be provided.
- There is a minimum charge of \$25 for each lost key.
- All homes and condos are inspected prior to your arrival and upon your departure.

#### **Homes & Condo Equipment**

All homes and condos are privately owned and equipped for basic vacation needs. Bed linens and towels are provided. Kitchens are fully equipped and a *starter* supply of soap and paper products are provided for all rentals. You will probably need to bring or purchase additional consumables during your stay especially if staying for a month. Many of our units do not have telephones – land lines. If there is a phone, local calls are included. Long distance service is usually blocked. If it is not, use a calling card or dial collect to place long distance calls. Long distance charges will be deducted from Guest security deposits. Maintenance problems in the home or condominium will be handled in a timely and professional manner. The rental rate will not be adjusted due to any malfunction of equipment, which includes TV's, VCR's, DVD's, air conditioner units, hot water heaters, stoves, refrigerators, door locks, etc. Should the owner of any property elect to remove their property from our rental program, the guest shall not hold Keys Holiday Rentals liable. In such an instance, the guest will be relocated to comparable accommodations determined by the rental agency. If comparable accommodations are not available, the guest will receive a full refund.

#### **Maximum Occupancy**

Each property has a specific maximum occupancy. **Take note of the maximum number of guests allowed in the homes and condos before making your reservation.** Only those designated in this agreement as Guest shall occupy the unit unless written consent of Owner or Owner's agent is obtained. Guest agrees to abide by all occupancy rules of association or other governing agency and agree that at no time will the number of occupants exceed the total number of occupants permitted in the rental unit. A violation of the number of occupants will be grounds for immediate cancellation of this agreement and forfeiture of security deposits. Guest will be given notice and agrees to vacate the premises within 24 hours of notice. This policy is strictly enforced.

#### **Assignment**

Guest shall not assign this agreement or sublet the premises or any part thereof. Any unauthorized transfer of interest by the Guest shall be a material breach of this agreement.

#### **Gatherings**

Unless otherwise noted and agreed to in advance, our properties are located in residential areas and are rented for personal vacation use only. Parties and other large gatherings are not allowed. Violators risk forfeiture of their deposit, rental fees, and eviction.

#### **Fireworks**

Fireworks of any sort may not be set off on or near this property at any time. A violation of this stipulation may in the sole discretion of the owner or agent result in immediate termination of the rental agreement and forfeiture of all rents paid including security deposits. In such event Guest agrees to vacate the premises within 24 hours of notice.

#### **Rules and Regulations**

Guests agree to abide by all house rules, homeowner association rules, and state and local laws. This includes quiet hours which are from 10:00 PM to 8:00 AM every day.

#### **Additional Terms and Agreements**

Occasionally there are additional terms or agreements so specific to a particular property that an addendum is required. Guest will be required to sign the addendum prior to renting the property. On occasion an addendum may be changed or updated between the time the reservation is made and prior to

rental start date. If this happens Guest will be given an opportunity to sign the updated addendum or cancel the reservation with a full refund.

### **Boats and Docks**

Most of our rentals have boat dockage – a slip, a dock, or a place to tie up your boat. In most cases there are no additional charges. In all cases a copy of the boat registration and a copy of boat liability insurance must be provided prior to arrival. If this information is not on file at the time of your arrival, you will not be permitted to dock your boat at the property. No exceptions. Guests bringing a boat are required to sign a Waterfront Addendum which will be attached to and become part of the rental agreement.

### **No Smoking**

Most homes and condos are *Non-Smoking*! If you choose to smoke in a non-smoking unit your rental may be immediately terminated, resulting in forfeiture of all rents paid including security deposits. In such event guest agrees to vacate the premises within 24 hours of notice. Upon normal vacating of the unit, if there is any evidence of smoking, additional cleaning fees may apply and may be deducted from security deposits.

### **Pet Policy**

Some properties are not pet friendly. If you choose to bring a pet to a non-pet friendly property you risk forfeiture of your entire security deposit. The pet will be required to be removed from the property immediately upon discovery. You may also be asked to leave the property immediately and forfeit the rest of your vacation.

If the property owner agrees to accept pets and the property is pet friendly, each pet will be accepted on a case by case basis only. If you would like to bring a pet to a pet friendly property you will be required to provide the breed, age, and weight. The owner reserves the right to reject any pet for any reason. Some condo associations reserve the right to accept or reject pet(s) and apply additional restrictions. Guests are not permitted to bring pet(s) unless agreed to in advance and a Pet Addendum is attached to the Rental Agreement. If your pet(s) is/are accepted there is an additional security deposit of \$200 for one pet and \$100 for an additional pet. This security deposit will be used to cover the costs of additional cleaning charges, flea treatments, or damages of any kind that are caused by your pet(s) - if any. Deductions from the this security deposit will be at the sole discretion of Keys Holiday Rentals and the property owner. An itemized list of the charges will be provided. If there are no pet related charges the pet security deposit will be refunded in full. If the charges exceed the pet deposit, the regular security deposit will be used as needed.

### **Housekeeping**

Guest agrees to maintain the cleanliness of the premises during the occupancy and to leave the premises clean and in good condition upon departure. Maid service is NOT included in the rental rate. The rental property is professionally cleaned prior to guest arrival and upon departure. Guests are charged a departure cleaning fee to return the property to the pre-arrival condition. If guest wishes to have additional cleaning during their stay we will be happy to provide the name and contact information of the cleaning service that services the unit. Guest will arrange and pay for interim cleanings directly. No more than one set of towels and one set of bed linens per bed are to be left for the house keeping staff. Guests shall NOT make up beds upon departure. If additional laundry is left, excess laundry fees will be deducted from security deposits. All kitchen utensils, dishes, pots and pans are to be scrubbed and put away prior to departure. One final load of dishes may be placed in the dishwasher and the dishwasher started upon departure. If Broker determines, in its sole discretion, that there is excessive dirt, additional charges will be assessed and deducted from security deposits.

### **Interim Cleanings for longer Vacation Rentals**

For vacation rentals, when a stay is longer than one month (30 calendar days) interim cleanings at two (2) or three (3) week intervals will be required. Guest will be provided with the name and contact information of the cleaning service that services the unit Guest agrees to arrange for the required cleanings directly with the cleaning service and pay them directly.

### **Risk of Loss**

Personal property of Guest and Guest's invitees shall be in the unit at the sole risk of Guest. Broker and Owner shall not be liable for any damage caused to Guest personal property arising from fire, accident, acts of God, criminal acts, acts of negligence or bursting or leaking water pipes.

### **Vehicles**

No boats, motor homes, trailers, commercial vehicles or motorcycles shall be permitted on the premises without prior written approval. No more than 2 cars are allowed at condominiums and not more than 2 cars at houses without prior written approval.

**Hazards**

It is unknown if there are hazards that affect the premises. Broker does not have the technical expertise to advise you of their significance or to ascertain whether or not they are present. Hazardous substances in the home can include cleaning chemicals, paint, lawn and garden chemicals and a variety of indoor air pollutants that can accumulate in improperly ventilated buildings. Hazardous substances outside the home include those found in contaminated land, water, landfills and other disposal sites, and industrial air and water emissions. Some of the more common hazards are asbestos, ground water contamination; lead base paint, urea formaldehyde foam insulation (UFFI), mold, and mildew and radon gas. Any property built prior to 1978 may contain a lead based paint hazard.

Guest is not permitted to have access to any rooms, storage areas or closets which are designated to be exclusively for the use of the Owner.

**Attorney's Fees**

Should it become necessary for Owner or Broker to employ an attorney to enforce the terms and conditions of this agreement, Guest shall be responsible for all costs and Attorney's fees including but not limited to an in-house attorney of Broker whether or not suit is filed.

**Maintenance**

Owners shall be responsible for maintaining the unit unless damage is caused by Guest's misuse or neglect. Guest agrees that no rent reduction or abatement will be given unless unit is deemed to be completely uninhabitable. Guest may not make any changes to the unit and must put furniture back to its original placement if moved. Broker will order repairs in a timely manner once notification is given by Guest, but Broker has no control over the scheduling availability of vendors. Any work performed by the condo or homeowner's association in the unit or building, nearby building grounds or common amenities is not reason for refund or cancellation of this agreement after check-in date. Broker shall not be liable for any losses or damages, including incidental or consequential damages, including those caused by Owner's failure to perform repairs and maintain the unit.

**Lock Out & Keys**

If a guest is locked out and the office staff is called to open the unit, a \$50.00 charge will be imposed. If this occurs after normal business hours, the charge doubles - \$100 per incident. Minimum charges: Lost keys will be billed at \$25 per door key; \$50 per gate card or gate remote control; \$100 per elevator key; and \$300 per homeowner's park access keys, boat ramps, beach, pool, etc.

**Additional Provisions**

The agent may enter the premises at any time in the event of emergency, but will use his/hers best efforts to give 24-hour notice for normal maintenance or sales inspections.

**Condominiums – Rules and Regulations; Fees and Applications**

Many condominiums have an application that all residents must complete prior to arrival. Most charge a fee for the application process. This is in addition to any fees charged by Keys Holiday Rentals. The fee will be collected by Keys Holiday Rentals and paid to the condo association. Guests agree to abide by the Rules and Regulations of the condominium complex they are residing in. A copy of the Rules and Regulations will be given to the guest upon arrival.

**Disclaimer**

The Guest agrees that Keys Holiday Rentals shall not be liable to Guest, Guest's guests, invitees or any other person for any injury, loss or damage to any person or property on or about the rental premises. Guest shall hold Keys Holiday Rentals harmless and indemnified from and against all loss or damage occasioned by use, misuses or abuse of any part of or fixture on the premises, surrounding areas and from or against any omission, neglect, or default of the Guest, his/her guests or invitees. The Guest acknowledges that Keys Holiday Rentals acting solely in the capacity of Agent for the property owner, assumes no liability thereunder.