



**RENTAL TERMS AND CONDITIONS**

**The Pelican's Elbow Vacation Home**

**145 Marigot Bay Circle, Miramar Beach, FL 32550**

**NOTE: These terms and conditions apply to reservations made directly with the owner. When the home is booked via the VRBO, AirBnb and TripAdvisor websites, their policies for payments, cancellations and refunds apply (information available on request). Also note that those websites charge a service fee, in addition to all fees charged by the owner.**

**Also note that additional rental terms and conditions apply to groups all under the age of 25 (available on request).**

**1. Use of the Property**

The Pelican's Elbow home is rented to guests as a vacation residence only for the exclusive use (residence and pool) of registered guests. Usage by non-registered guests without advance permission is subject to additional fees and/or considered a breach of contract. Maximum sleeping accommodations are provided for 12 people.

The minimum age for rental is 18. Rental to groups where all guests are under age 25 will be considered -- rental rates, cleaning fees and security/damage deposits will be increased compared to family rates.

The home is not available for weddings or wedding receptions.

Pets are NOT accepted at Pelican's Elbow.

**2. Reservation Agreement**

Guests acknowledge and agree that by making a partial or complete payment they have accepted and are obligated by these Terms and Conditions for renting the property. Guests also accept that they are subject to the rules and regulations of the Paradise Retreat Homeowners Association (summary posted in the home, complete rules available on request. The most important regarding trash, parking and noise are detailed below.) Our Rental Cancellation Policy (item 6 below) will govern any cancellation, rescheduling, or change after the initial payment has been made and the reservation confirmed via e-mail.

### **3. Pricing**

Quoted prices are for up to 8 people. The home sleeps up to 12, so add \$15/night plus 12% tax for each additional guest over the age of 2. It will be considered a breach of contract if extra unpaid guests are found staying on the property without express permission from the owner or his agent.

Note that some vacation rental websites may have copied older pricing information, and rates are not valid until confirmed via a phone call or via an e-mail.

### **4. Payment Policy**

A down payment of half of the rent and fees must be received up front to secure your reservation. We will hold your reservation for 5 business days awaiting payment and a confirmation notice will be mailed upon receipt of payment. After 5 days have passed, an unpaid reservation will be cancelled.

We accept personal or business checks, money orders or cashier's checks. We accept credit card payments via PayPal with a 3% added credit card fee. There is a \$30 handling fee for all returned checks. **Please make your payment payable to Ronald Larsen and mail to 405 Loblolly Bay Drive, Santa Rosa Beach, FL 32459.**

**Contact us if you wish to pay by credit card via PayPal. A 3% credit card fee will be charged on all amounts except damage deposits.**

The balance (rent, cleaning fee, security deposit and state/county tax) is due 30 days prior to guest's scheduled arrival date. A reminder will be sent at least 37 days prior to check-in, when possible. If the balance is not received 30 days prior to check-in, the reservation will be considered cancelled and all monies paid will be forfeited. Payment for reservations for arrival less than 30 days from check-in is due in full upon making the reservation.

### **5. Security/Damage Deposit**

A refundable security/damage deposit of \$500 is required for all rentals. (\$100 per person for guests all under age 25). If no damages are incurred, the property is left in the order it was found and there are no other violations of rental policy, a refund check for the deposit will be mailed to the guest or a PayPal refund (as appropriate) will be made 2-3 days after checkout.

If expenses are incurred to repair damages, replace missing items, pay for extra cleaning, pick up discarded smoking materials or to remedy any other violations of rental policy as a result of your stay, we reserve the right to apply the security/damage deposit to offset expenses.

If any mattresses have been wet, they will need to be replaced, so loss of the full damage deposit will result.

Appliance malfunctions or service requests for air conditioning, televisions, appliances, grills, etc., will be responded to as quickly as possible. There are no rebates or refunds issued to guests for service issues, as every good faith effort is made to ensure that the property is maintained to the highest standards.

In addition, guests are required to notify the owner of any existing damage or cleaning concerns within 24 hours of check in. Thereafter, all damages will be considered the responsibility of the current guests. So, please do contact us if you find any areas of concern at check in!

## **6. Cancellation Policy and Fees**

Note that travel insurance is available via [www.insuremytrip.com](http://www.insuremytrip.com) and other independent websites (Check Google for travel insurance). We recommend that you consider purchasing travel insurance to protect your vacation from the unexpected, such as illness, accident, or other family emergencies. Read the policy terms and conditions thoroughly to make sure what is and is not covered.

30-day advance written notice of cancellation is required. In this case, a cancellation fee equal to one-half of the down payment will be charged in case of cancellation, transfer or change in reservation, unless the property can be re-rented for those dates at similar rates.

If a reservation is not cancelled prior to 30 days before the check-in date, the entire payment thus far made will be forfeited (except for the damage deposit), unless the property can be re-rented for those dates at similar rates. Long-term, advance monthly rentals must give 60 days notice of cancellation.

Cancellation or early departure due to inclement weather or any other reason does not warrant any refund of rent or deposit. However, if/when a mandatory Hurricane evacuation order is issued, we will refund your payment or the unused portion of your payment if you are already staying at the property. **This applies only if local authorities issue an evacuation order, not for voluntary departures.**

## **7. Check-In/Checkout Policies and Procedures**

Check in time is 4:00 PM Central time -- If guest has not checked in by 11:00 AM of the following day (without prior notice), the home may be re-rented and loss of full deposit will result.

An early check-in may be possible, but cannot be guaranteed. We have a relatively short time to prepare the rental home for your stay and an early arrival distracts us from meeting our very tight cleaning and yard maintenance schedule.

Checkout time is 10:00 AM -- Anyone staying past this time will be charged for the extra day!

## **8. General Information**

Bath towels and several large beach towels are provided; however, we suggest that you bring your own additional beach towels. The home is equipped with washer and dryer. It

has a fully equipped kitchen and all linens & bedding are provided. Two portable cribs (similar to Pack-N-Play) and a rollaway bed are available. A sturdy wooden highchair and a baby stroller (for beach use only) are provided.

A supply of hand/bath soaps, toilet paper, paper towels, trashcan liners, laundry detergent, dryer sheets and dishwasher detergent is provided upon arrival. You may need to purchase additional supplies later in your stay.

## **9. Trash Rules**

There is no recycling in our community. All trash must be placed in trash bags, which must then be deposited in the trash bins provided. Trash bins must be kept out of sight on non-trash pickup days, generally either in the garage or in the fenced-in back yard.

**Important:** Trash bins must be set on the curb the evening prior to trash days (days posted in the unit) and pulled back no later than evening of the pickup day. Our homeowners association will assess a \$100 fine for trash or trash bins left out on non-trash days. If this occurs, the amount of the fine will be deducted from the guest's damage deposit.

## **10. Telephone and Internet**

There is no telephone at the rental home.

Wireless Internet is provided at no charge. The **Internet access code** is provided in the rental information book in the home.

## **11. House Rules**

**NO SMOKING is permitted in the home!**

**Pets are NOT accepted.**

**If smoking is realized or pets are found, your full rent and damage deposit will be forfeited and you may be asked to leave.** Smoking outdoors is allowed, so long as a butt bucket is used. We deduct \$ from the damage deposit for cleaning up smoking materials tossed in the yard or shrubbery.

The swimming pool is to be used by registered guests only! There is no lifeguard, so you agree to swim at your own risk. Note that the pool is not heated.

The home is located in a quiet residential neighborhood. Please respect the home and neighbors as you would your own home. Partying, loud music and/or wild behavior on the property are grounds for eviction with loss of all rents and the damage deposit.

Florida law allows the owner to enter the home at any time if he/she suspects any actions that might breach this contract. Owner or his agent may also enter the home for any reason necessary to maintain the home, security and comfort of the guests.

If the property is for sale, guest(s) must cooperate with owner or realtor and arrange convenient times to show said property. You will be notified of this prior to arrival.

If the home is under improvement or maintenance, guests will be informed of such occasion in advance and must agree to allow said upgrades/maintenance to occur during their stay. (Note that maintenance activities will very rarely be the case and you will be informed of the maintenance as far in advance as possible.)

There is a \$15 charge for keys not left in home at departure and a \$30 fee for all lockouts.

**Remember that you are renting a private home. Please treat it with the same respect you would like shown to your own home!**

## **12. Parking**

**Guest's vehicles must be parked in the garage and/or driveway.** One standard-size sedan will fit in the garage and two standard-size sedans or SUVs will fit in the driveway. The community homeowner's association is adamant about no parking in the street overnight and will fine the homeowner \$100/day for each occurrence. They also prohibit parking which blocks the sidewalk. Parking boats, trailers, campers, motorcycles, golf carts and the like in the driveway or on the street is forbidden by community association rules. Anyone bringing such vehicles **must** make arrangements for off-site parking of them.

Any fines levied for parking violations will be deducted from the guest's damage deposit.

## **13. Gated Community**

The Pelican's Elbow home is located in a gated community. Guests will receive the gate code prior to arrival. At check-in guests will be issued two remote control units for the gates. They must be left in the home at checkout. A lost remote is subject to a \$70 replacement charge, to be deducted from the damage deposit.

## **14. Indemnification and Hold Harmless**

Guest(s) shall be solely responsible for any property damage, accident or injury to any person or loss sustained by any person, including loss of money, jewelry, and other items of personal property, arising out of or in any way related to guests' use of the premises, including use of items of personal property provided by the homeowner. Guests shall inspect and be familiar with proper use and application of such items prior to using them. Guests hereby agree to INDEMNIFY and hold the homeowner harmless from any and all claims including those of third parties, arising out of or in any way related to Guests and pets, use of premises, or use of the items of personal property provided therein. Guests hereby agree to hold the homeowner harmless and to indemnify same against any and all claims that arise pertaining to any event during the course of rental as a consequence of any acts or omissions of the homeowner. Guests assume the risk of injury or other losses relating to any recreational activities and will hold homeowner harmless with respect thereto. The homeowner does not accept liability for any inconvenience arising from any temporary defects or stoppage in supply of water, electricity, cable, Internet or plumbing.

Nor will we accept liability for any loss or damage caused by weather conditions, natural disasters, acts of God, or other reasons beyond our control.

### **15. Swimming Pool**

Guests hereby acknowledge that the property they have reserved includes a private swimming pool that is not heated and swimming is to be at their own risk. Guests acknowledge that the surrounding patio/deck can be dangerous, that the deck/patio can be slippery when wet, and that injury may occur to anyone who is not careful. All children must be under adult supervision at all times. Guests must observe and adhere to all rules and policies as posted at the property. Guests acknowledge that use of the swimming pool is reserved for those persons renting and occupying the property.

### **16. Sleeping Capacity/Disturbances**

Guests and all other occupants will be required to vacate the premises and forfeit the rental fee and damage deposit for any of the following: A. Occupancy exceeding the sleeping capacity stated on the reservation confirmation. B. Using the premises for any illegal activity including, but not limited to, the possession, serving or consumption of alcoholic beverages by or to persons less than 21 years of age. C. Causing damage to the premises rented or to any of the neighboring properties. D. Any other act which interferes with neighbors' right to quiet enjoyment of their property.

### **17. Items Left Behind**

Upon checkout, guests are responsible to check to be sure they take all personal property with them. The Pelican's Elbow owner is not responsible for any items guests leave behind intentionally or unintentionally. We will **attempt** to notify guests of any left items of obvious value. We will return items as requested by guests at a \$20 charge (for time and mileage) plus applicable packing and shipping costs (normally UPS ground), with charges deducted from the security/damage deposit. Minor left-behind items (examples: hats, towels, socks, beach paraphernalia) will be discarded.

Cordially,  
Management – The Pelican's Elbow

**We suggest that all members of a group renting and staying in the home read this agreement, so all policies are understood.**