

## Short Term Rental Agreement

**Payment Policy:** A deposit equal to 20% of the rent, booking fee, damage protection plan and optional travel insurance is due at time of booking. Final payment is due 60 days prior to arrival. Visa, MasterCard, Discover and checks are all acceptable forms of payment. In cases of payment by check, all funds shall be made payable to Premier Sotheby's, with a notation of your folio number written on your check. Reservations that are not paid in full by the final payment date will be cancelled and advance payment forfeited.

**Fees:** All reservations are subject to a \$75 booking fee, \$49 damage protection plan, applicable sales tax and a departure cleaning fee. Guest will provide Premier Sotheby's with a valid Visa, MasterCard or Discover card prior to arrival. All balances due at the conclusion of your reservation shall be charged to credit card on file.

**Damage Protection Plan:** This Vacation Rental Damage plan covers unintentional damages to the rental unit interior that occur during your stay, provided they are disclosed to management prior to check-out. The policy will pay a maximum benefit of \$3000.00. Any damages that exceed \$3000.00 will be charged to the credit card 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 actual cash value of such property up to a maximum benefit of \$3000. Certain terms and conditions apply. Full details of the Vacation Rental Damage coverage are contained in the Description of Coverage or Insurance Policy ([www.vacationrentalinsurance.com/G10VRD](http://www.vacationrentalinsurance.com/G10VRD)). The Vacation Rental Damage can be purchased up to, and including at, check-in. **By submitting payment for this plan, you authorize and request CSA Travel Protection and Insurance Services to pay directly Premier Sotheby's International Realty any amount payable under the terms and conditions of the Vacation Rental Damage. Please contact Premier Sotheby's International Realty directly if you do not wish to participate in this plan or assignment.**

**Cancellation Policy:** Cancellation more than 60 days prior to arrival will always result in a loss of 10% of rental amount, booking fee, optional travel insurance and applicable taxes. Cancellation within 60 days of arrival will result in a loss of 100% of the rent, all fees and applicable taxes. A refund of rent shall only be remitted for the amount generated by a new reservation, less 10%.

**Check – In Time:** Check in time is after 3:00 P.M Eastern time. **Note:** Check in begins at listed times, but cannot be guaranteed. Property must be clean and inspected prior to occupancy.

**Check – Out Time:** Check out time is at 10:00A.M. Responsibilities: Upon checkout, we ask our guests to leave their property in the same general condition as it was found. Departure responsibilities including the following: leaving clean dishes, putting them away, disposing of all trash in proper street side containers, locking all doors and windows, returning keys to Premier Sotheby's. Failure to comply with these responsibilities may result in additional charges to the guest.

**Rental Occupancy and Age Requirements:** Each property indicates the number of occupants allowed in a property at any one time. Guest agrees to keep the number of people occupying the premises at/or under the maximum persons allowed. The individual making the reservation must be 25 years of age or older and must occupy the rental property the entire term of the reservation. Any breach of the above policies will result in termination of this agreement, including possible eviction of the property and possible forfeiture of any monies paid.

**Pet/Smoking Policy:** Sorry, no pets are allowed in any property. All Premier Sotheby's properties are NON-SMOKING. Any breach of this policy will result in termination of this agreement, including possible eviction of the property and forfeiture of any monies paid. Guest will also be responsible for the additional cleaning charges.

**Agents Right of Entry:** Premier Sotheby's, or its assigns, may enter residence during regular business hours for the normal management of residence with a 24-hour notice to the guest. Premier Sotheby's or its assigns may also enter the residence to show a property listed for sale. In case of emergency, Premier Sotheby's may enter the residence at any time and without advance notice.

**Indemnification:** Guest hereby agrees to indemnify and hold Premier Sotheby's harmless for injuries or other losses to guest and other persons and property that may occur in connection with guest's use of the property. Guest further agrees that, as agent for the owner of the property, Premier Sotheby's has no control over the condition of the property and, furthermore, that Premier Sotheby's is not under any obligation to accept for safekeeping any monies, securities, jewelry or other articles of personal property belonging to the guest, nor is Premier Sotheby's or owner liable for any loss in connection with any such items, or for providing security for the property. Premier Sotheby's will cooperate in forwarding any complaint or concern of guest to the owner of the property, but shall not be obligated to correct any condition or hazard associated with the property.

**Damages:** Please report any damage upon arrival by calling Premier Sotheby's. Also, please report any damage or breakage upon occurrence so the matter can be settled prior to your departure. Inspection crews carefully check properties and you will be held responsible for damage beyond normal wear and tear.

**Pools and Hot Tubs:** Any pool located at an individual home that has pool heating facilities will have an additional utilities charge for heating the pool, including all applicable sales tax. The charges shall be prorated and billed to your credit card on file with us after receipt of the utility company invoice. Association or community pools heating (if applicable) are not the responsibility of guest or Premier Sotheby's.

**Property Rules:** Hereby acknowledge that guest will not be entitled to any refund for any inoperable appliances, to include by way of example only, television, air conditioner, hot tub, or pool. The agent agrees that upon notification by guest of any malfunction Agent shall make every reasonable effort to have such appliance or item promptly repaired. If applicable, this agreement is subject to the approval, rules and regulations of the subject property Association, of which the owner is a member. Guest agrees to all Association rules and regulations, and to pay fees applicable for approval. If Association does not accept or approve guest, this agreement shall be cancelled, and all rental monies shall be refunded. Premier Sotheby's and owner shall not be held liable for any construction in or around the property, and compensation shall not be provided.

**Comparable Premises and Force Majeure:** Unforeseeable circumstances may arise, which make it impossible or impractical for Premier Sotheby's to provide the anticipated accommodations to guest. Such circumstances may include, but not limited to, scheduling problems, equipment failure, as well as a fire, other casualty at the property. In such a circumstance, Premier Sotheby's reserves the right to transfer guest to another vacation property of reasonably comparable value, determined in the sole discretion of Premier Sotheby's, whose determination shall be final. In other circumstances such as acts of God, acts of war, acts of terrorism, hurricanes, wind storms, fires or other natural occurrences, circumstances not being exclusive, it may be impossible or impractical for Premier Sotheby's to make available reasonable or other alternative accommodations to guest. In such a circumstance, Premier Sotheby's shall return 100% of the payments received by Premier Sotheby's from guest.

**Telephone Use:** Local service is provided at no charge. Rental units are equipped with a non – proprietary calling system that allows you to charge long distance service to the calling/credit card of your choice. All charges for circumventing this system will be charged to your credit card.

**Rate Change:** Rates, descriptions, furnishings and availability are subjected to change WITHOUT NOTICE.

**Waiver of terms:** No waiver or any breach of any of the terms of this agreement shall be permitted.

**Governing Law:** This agreement shall be governed and enforced according to the laws of the state of Florida. The prevailing party in any lawsuit to enforce any provisions of this agreement shall be entitled to an award of attorney fees, cost and expenses for mediation, arbitration and trial or appellate proceedings.

**On-line Booking & Information:** The information provided on-line, although deemed accurate, is not guaranteed, and may be subject to errors, omissions, change of price, or withdrawal without notice.

**Entire Agreement:** This agreement contains the entire agreement of the parties. It may not be changed orally, but only by an agreement in writing signed by the party against who enforcement of any waiver, change, modification, extension, or discharge is sought. Guest cannot assign or transfer this Agreement.

\*All policies and procedures are subject to change and/or update without notice.

(Revised: 4/1/2014)

Date: \_\_\_\_\_ Guest Name: \_\_\_\_\_ Signature: \_\_\_\_\_