

RENTAL TERMS & CONDITIONS - Effective January 20, 2012

THIS IS A VACATION RENTAL AGREEMENT. THE RIGHTS AND OBLIGATIONS OF THE PARTIES TO THIS AGREEMENT ARE DEFINED BY LAW. YOUR SIGNATURE ON THIS AGREEMENT, OR PAYMENT OF MONEY OR TAKING POSSESSION OF THE PROPERTY AFTER RECEIPT OF THE AGREEMENT, IS EVIDENCE OF YOUR ACCEPTANCE OF THE AGREEMENT, AND YOUR INTENT TO USE THE PROPERTY FOR A VACATION RENTAL. CAPTAINS' QUARTERS CONDOMINIUMS ASSOCIATION, THE MANAGEMENT FIRM, ON BEHALF OF THE OWNER OF THE PROPERTY, RENTS THE SUBJECT PROPERTY TO THE TENANT, SUBJECT TO THE PROVISIONS OF THE RENTAL AGREEMENT.

****Tax rates are calculated as of the time of this Agreement. Tenant shall be responsible for payment of all applicable taxes according to rates in effect at the time of the occupancy.**

(1) TRANSFER OF PREMISES. If the owner voluntarily transfers (sells) the unit that has been reserved by Tenant, **THE ASSOCIATION** will transfer the reservation to a unit of equal or better standards, and notify Tenant of same.

(2) TENANT AGREES TO PAY A \$50.00 PROCESSING FEE FOR ANY CHECK OF TENANT THAT MAY BE RETURNED BY THE FINANCIAL INSTITUTION DUE TO INSUFFICIENT FUNDS OR BECAUSE TENANT DID NOT HAVE AN ACCOUNT AT THE FINANCIAL INSTITUTION.

(3) FINAL BALANCE. Full payment of balance is due 14 days in advance of arrival for weekly rentals and 30 days in advance of arrival for monthly rentals – no exceptions.

(4) RENTAL FEES & PAYMENTS. Payments will include the following charges for each reservation made. Mandatory departure cleaning fee of up to \$75 (depending on unit size and term of reservation – your confirmation will state the exact amount). All reservations are also subject to a reservation processing fee of \$50. All fees are subject to State Sales and County Accommodation Tax.

(5) DAMAGE CHARGES. Your credit card information will be kept on file during the term of your stay for use as a "security/damage deposit" to insure compliance with the terms of the Rental Agreement. If, after inspection, it is determined that the condition of the unit is beyond normal wear and tear, or contents are missing from the unit, Tenant agrees to accept all liability and understands that these costs will be charged to the Tenant's credit card, to include an applicable administrative fee. Amounts may also be charged to cover unnecessary service calls, unreturned keys, or remotes. Please report any problems or damage in your unit the day of check-in. If not reported, we must assume the damages occurred during your occupancy. **THE ASSOCIATION** determination of damages will be conclusive.

(6) CHECK-OUT. By 10:00 am, all keys, pool passes, parking passes, remotes, etc., are to be returned to our office. If check-out has not occurred by 10:00 am, the full daily rate may be charged to your credit card on file.

(7) CANCELLATION POLICIES.

For Monthly rentals - Jan, Feb & March: Cancellations made before Sept 30th – reservation fee only; Cancellations made between Oct 1st & Nov 30th – ½ month's rent (including applicable taxes) plus reservation fee; Cancellations made after Dec 1st – 1 month's rent (including applicable taxes) plus reservation fee

For Monthly rentals -April – December: Cancellations made prior to 30 days before arrival – deposit plus reservation fee; Cancellations made within 30 days of arrival – ½ month's rent (including taxes) plus reservation fee

For Weekly rentals: Cancellations made prior to 90 days of arrival – reservation fee only; Cancellations made within 90 days of arrival and prior to 14 days of arrival – deposit (including applicable taxes) plus reservation fee; Cancellations made within 14 days of arrival – 1 night rental (including taxes), plus deposit, plus reservation fee; Cancellations within 7 days of arrival date and no-shows will be charged the full rental rate (including applicable taxes) plus reservation fee.

Natural disasters, acts of God, inclement weather or problems could affect your vacation. We will do our best to accommodate you should a problem occur, but, we cannot refund any portion of your rent. **PLEASE REMEMBER YOUR RESERVATION HOLDS THAT UNIT IN YOUR NAME, THEREFORE, REMOVING IT FROM THE AVAILABLE RENTAL INVENTORY.**

(8) TRANSFERS. No unit transfer by request of Tenant will be made once the reservation has been confirmed.

(9) DEPARTURE CLEANING. All of our rental units have a departure cleaning added to their rental rate which will include a normal cleaning of the unit and up to 2 loads of laundry for 2 bedroom units and 3 loads of laundry for 3 bedroom units. We ask only that our rental guests load any dirty dishes into the dishwasher, remove garbage from the unit, and place all used linen in laundry area of unit. Our housekeeping staff will do the rest for you! Each unit is inspected after every departure and renters may be charged for extra cleaning if unit is left excessively dirty and/or if Tenant fails to do the above listed requirements.

(10) TENANT DUTIES. Tenant agrees to comply with all obligations imposed on Tenant with respect to maintenance of the Premises, including but not limited to keeping the Premises as clean and safe as the conditions of the Premises permit and causing no unsafe or unsanitary conditions in the common area and remainder of the Premises that Tenant uses; and notifying rental office of the need of replacement or repairs to the unit. Tenant agrees not to use the Premises for any activity that violates any criminal law or governmental regulation. Tenant's breach of any duty contained in this paragraph shall be considered material, and shall result in the termination of Tenant's tenancy.

(11) AGENT DUTIES. THE ASSOCIATION agrees to provide the premises in a fit and habitable condition. If at the time Tenant is to begin occupancy of the premises, Agent cannot provide the premises in a fit and habitable condition or substitute a reasonably comparable property in such condition, Agent shall refund to Tenant all payments made by the Tenant. (Exceptions: hurricane damage/evacuation. **THE ASSOCIATION** shall conduct all brokerage activities in regard to this Rental Agreement without respect to the race, color, religion, sex, national origin, handicap or familiar status of any tenant.

(12) MANDATORY EVACUATION. If State or local authorities order a mandatory evacuation of an area that includes the premises, Tenant shall comply with the order.

(13) EXPEDITED EVICTION. If the tenancy created hereunder is for 30 days or less, expedited eviction procedures will apply. Tenant may be evicted under such procedures if Tenant: (i) holds over in possession after Tenant's tenancy has expired; (ii) commits a material breach of any provision of this Agreement (including any addendum hereto) that according to its terms would result in the termination of Tenant's tenancy; (iii) fails to pay rent as required by this Agreement; or (iv) has obtained possession of the Premises by fraud or misrepresentation.

(14) INDEMNIFICATION AND HOLD HARMLESS; RIGHT OF ENTRY; ASSIGNMENT. Tenant agrees to indemnify and hold harmless Agent and the owner from and against any liability for personal injury or property damage sustained by any person (including Tenant's guests) as a result of any cause, unless caused by the negligent or willful act of Agent or the Owner. Tenant agrees that Agent, the Owner or their respective representatives may enter the Premises during reasonable hours to inspect the Premises, to make such repairs, alterations, or improvements hereto as Agent or Owner may deem appropriate. Tenant shall not assign this Agreement to sublet the Premises in whole or part without written permission of the Agent.

(15) PETS. Sorry no pets are allowed. If Tenant is found to have a pet in unit at any time during Tenant's stay, Tenant's tenancy shall be terminated and a mandatory additional cleaning charge of \$300 will be charged to Tenant's credit card on file, plus an applicable administration fee.

(16) SMOKING FEE. All units are non-smoking. Tenant will be charged a \$300 additional cleaning fee to Tenant's credit card, for smoking in a unit that is designated as "NON SMOKING".

(17) REPAIRS AND SERVICE CALLS. We cannot guarantee against breakdown of air conditioning or other appliances. Please report any non-operative equipment to our office promptly. We will make every effort to have repairs done quickly and efficiently. Should a repairman make a call to a unit and find that the equipment is in working order and the problem was due to tenant oversight or neglect, all charges for the service will be charged to the Tenant's credit card on file. No rental refunds will be made due to failure of air conditioning, other appliances or items beyond our control.

(18) UNIT TELEPHONE. All units have telephones for your convenience. You are not allowed to charge long distance calls to the unit phone. You may, however, place or receive long distance calls using your calling card. Any call billed to the unit (including directory assistance) will be charged to your credit card, plus a \$10.00 service charge.

(19) LOCK OUTS. After hours if you lock yourself out of your unit and the Agent, or an employee of the Agent, is called to open the door for you, there will be a \$50.00 service fee which will be DUE AT THE TIME OF SERVICE.

(20) The GUEST understands that the accommodation is privately owned, including the furnishings, and neither Agent, nor the Owner shall be responsible for providing any additional furnishings or equipment not available presently on the Premises. Certain areas, such as locked closets designed with each unit, are reserved for the exclusive use of the Owner and will not be available for the use of the Tenant. All décor and service items in the unit are privately owned and provided. Please respect them as you would your own property. **DO NOT REARRANGE FURNISHINGS OR LEAVE ANY FURNISHINGS OUTDOORS (EXCLUDING DECK FURNITURE).**

(21) THE ASSOCIATION is not responsible for articles lost, stolen, or left behind in the rental units.