

### **GUEST RENTAL AGREEMENT AND RENTAL POLICIES**

This Rental Agreement is entered into between MIDNIGHT COVE REALTY, INC. (hereinafter referred to as "AGENT") AND THE UNDERSIGNED RENTERS (hereinafter referred to as "RENTER(S)"). Midnight Cove Realty is a rental management company for the Midnight Cove Condominium Association and its owners in the rental program located at 6302 Midnight Cove Rd. Sarasota, FL 34242.

This Rental Agreement must be physically signed and returned within 48 hours (fax **941.349.4398** or email to **Frontdesk@midnightcove.com**) to confirm the reservation. RENTER must choose damage protection/security deposit option (this page), initial the cancellation policy, sign the signature block, print the names/ages of all guests who will occupy the unit to avoid cancellation (page 2).

RENTER/guests are expected to respect the property by adhering to the following:

**DEPOSITS:** A 25% down payment is required at the time of booking. If the down payment requirement has not been met within 48 hours from the time of booking, the reservation may be cancelled. All prepaid monies including down payment may be placed in an interest-bearing account. RENTER agrees/understands interest earned on these funds will accrue to the benefit of AGENT.

**PAYMENT OF RENT:** The final balance is due 30 DAYS prior to arrival. Payment is accepted with Visa, MC, Discover or AMEX.

**LONG TERM STAYS (21 days or more):** All monies paid towards reservations are non-refundable if cancelled at any time. Long-term stays may not be shortened and/or changed after the down payment has been made. TRAVEL INSURANCE IS HIGHLY RECOMMENDED. An additional payment of 50% of the remaining total balance will be due 60 days prior to check-in date, with the final balance due the day before check-in.

**RENTAL UNIT POLICY:** Management reserves the right to offer a comparable unit in the event the RENTER'S reserved unit becomes unavailable.

**TRAVEL INSURANCE:** RENTER may purchase travel insurance which covers monies paid for RENTER'S vacation. This insurance may be added up to 30 days prior to arrival and must be paid in full when the policy is created. The cost is approximately 7.65% of the total rental cost. Please contact Generali at 800.541.3522 with any coverage questions.

**REQUIRED \$70 DAMAGE PROTECTION PLAN or \$3000 SECURITY DEPOSIT: OPTION #1** (recommended): RENTER may purchase a non-refundable Vacation Rental Damage Protection plan to cover accidental damages to the rental unit's interior that occur during their stay provided the damages are disclosed prior to check out. The policy will pay a maximum of \$3000, any damages that exceed that limit, or are not covered under the plan will be charged to the credit card on file. Certain terms and conditions apply. **OPTION #2:** If RENTER declines the purchase of the Damage insurance, a \$3000 security deposit (check or cash only) will be required at the time of check in. Pending a satisfactory inspection, the security deposit will be refunded (check) and mailed to the RENTER at the address on file, approximately 45 days after departure, minus any costs incurred due to needed repairs or replacements.

**Please initial which option you will be choosing - Option #1 \_\_\_\_\_ Option #2 \_\_\_\_\_**

**PARKING AND VEHICLES:** Parking passes will not be issued before 3pm on check-in day unless the unit is available early for occupancy. Each unit has one (1) assigned parking space. When available, a 2<sup>nd</sup> parking pass may be issued, but this is not guaranteed. Parking passes must be hung from the rearview mirror with the unit number facing out. Any vehicle without a parking pass, parked in an unauthorized area or in another unit's assigned space will be subject to towing at the owner's expense. Commercial vehicles, trailers, campers, RV's boat/boat trailers and golf carts are prohibited.

**ARRIVAL/DEPARTURE GUIDELINES:** Check In is between 3pm – 5pm, however sometimes units are available earlier. RENTER will receive a text message when unit becomes available for occupancy. Use of pool/beach/parking will not be permitted before 3pm unless the unit is available for check-in. Check out is before 10am on the scheduled departure date. Continued use of parking/beach/pool is not permitted after RENTER has checked out.

**OCCUPANCY AND REGISTRATION POLICY:** Maximum number of occupants varies per unit and is clearly defined on our website. Failure to adhere to this policy will result in eviction. All units require the registered renter to be 26 years or older, be financially responsible for the reservation and must occupy the unit for the entire duration of the stay. NO EXCEPTIONS!

**BEACH & POOL:** Loungers/chairs and umbrellas are the sole property of the AGENT. The allotted amount per unit is up to 4 beach chairs/loungers and 1 umbrella (when available, first come, first served). If RENTER has guests they must provide their own chairs, umbrellas, and beach towels. Our tent policy allows for (8) 10x10 tents in the very back row on our beach. These spots are first come, first served and guests must check with beach attendants before setting up.

**POOL HOURS – DAWN TO DUSK.** Noise levels must be kept to a minimum and loud music is not permitted anywhere on the property at any time. No glass is permitted at the pool or beach. No food/drinks permitted in the pools.

**MAINTENANCE:** RENTER is required to report any deficiency or damage in the unit within 24 hours of checking in. If the office is closed, renter should immediately call the office and leave a detailed message on the office voicemail. RENTER may be held responsible for not reporting issues in a timely manner or for neglecting to operate appliances in the proper manner. Refunds or discounts will not be provided for any maintenance issues that occur in the unit. Occasionally, the Midnight Cove Association will be required to perform necessary maintenance projects on the

property during various times of the year. Maintenance staff will do the best they can not to disturb the RENTER, however, there is no guarantee that projects will not be performed. Staff will inform the RENTER of any projects as soon as possible. There will be no refunds or discounts during any repair or maintenance projects. Midnight Cove Management may enter the unit immediately, without notice, for any maintenance, safety, or potential policy violation.

**LOCKOUT POLICY:** In the event a RENTER is locked out of the unit during the stay, the RENTER can borrow a key from the office during business hours. After business hours, the RENTER must call the posted emergency number for assistance. If there are no staff/security officers on site, either an AGENT or locksmith will meet the guest at the unit. RENTER will incur an additional fee for this after-hours service.

**SUBLETTING:** Subletting the unit is not permissible and renter is not allowed to turn over the keys/fobs to any other party that is not included on this agreement and who does not meet the requirements for registration/occupancy.

**SMOKING:** Smoking/vaping of any kind is not permitted in any unit, including balconies/lanais, or in any common area. Smoking is only permitted in the BBQ and grill areas.

**PET POLICY:** Pets of any kind are not permitted on Midnight Cove property at any time. Service/ES animals must be disclosed at time of booking, and paperwork requirements must be provided to Midnight Cove with a signed rental agreement within 48 hours of booking.

**SECURITY:** To prevent theft and vandalism, RENTER is required to lock the unit when it is unoccupied and keep the keys in their possession. RENTER will be held financially responsible if any theft or vandalism occurs due to leaving the unit unsecured or if RENTER vandalizes, or damages any portion of the unit, its' contents or the Midnight Cove buildings and grounds.

RENTER assumes responsibility for loss or theft of personal property while staying at Midnight Cove. RENTER agrees to indemnify and hold and save AGENT free and harmless from any and all losses, damages or injuries to person or property, or claims, actions, obligations, liabilities, costs, interests, expenses and fees by reason of any cause whatsoever when AGENT is carrying out the provisions of the Agreement. Rates and fees are subject to change without notice. Midnight Cove Realty, Inc. is the AGENT of the owner and will be compensated solely by the owner.

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**INITIAL HERE:** \_\_\_\_\_ **CANCELLATION POLICY:** All cancellations must be submitted in writing. Reservations cancelled greater than 60 days from the check-in date are eligible for a refund, minus a \$150 cancellation fee. This fee applies to all cancelled reservations regardless of when cancelling and cannot be waived. A refund will be provided within 45 days of the original date of arrival. Cancellations made within 60 days of arrival will result in a forfeiture of all monies paid. Reservations booked less than 60 days from check-in date are non-refundable. All reservations of 21 nights or more (long-term stays) are non-refundable. Midnight Cove does not offer any refunds due to acts of nature, inclement weather, state of emergencies, early departures, late arrivals, construction projects or any unforeseeable event or occurrence beyond the control of Midnight Cove. TRAVEL INSURANCE IS HIGHLY RECOMMENDED for all reservations. No changes may be made to reservations within 60 days of check-in.

**RENTER'S SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

I have read the above information and agree to abide by RENTER'S requirements and obligations and AGENT policies that are part of this agreement. I agree to make all payments on time as described in this agreement and understand if I fail to do so, I may risk cancellation and/or eviction. I also understand that my reservation is not confirmed, and I am unable to occupy any unit until the down payment requirement has been met and this agreement has been signed and returned to the AGENT within 48 hours from the time of booking. I agree to provide valid photo identification when requested. Please initial the CANCELLATION POLICY, physically sign, and date the RENTER'S SIGNATURE block, print names and ages of all guests who will be occupying the unit and return the signed copy to the Midnight Cove office within 48 hours from the time of booking to confirm this reservation.

Email to [FRONTDESK@MIDNIGHTCOVE.COM](mailto:FRONTDESK@MIDNIGHTCOVE.COM)

**Please print names and ages of all persons occupying the unit:**

|                    |                    |
|--------------------|--------------------|
| 1. _____ Age _____ | 2. _____ Age _____ |
| 3. _____ Age _____ | 4. _____ Age _____ |
| 5. _____ Age _____ | 6. _____ Age _____ |

Reservation ID # \_\_\_\_\_ Check-in Date \_\_\_\_/\_\_\_\_/\_\_\_\_ Check-out Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

