

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. Siesta Key/Sarasota, FL 34242.**

This rental agreement must be physically signed to confirm a reservation. RENTER must initial the CANCELLATION POLICY, physically sign the signature block, print the names of all guests and e-mail to: barbara@midnightcove.com or fax to: **941-349-4398** within 48 hours of the time of booking.

The following rules and regulations pertaining to the use of the condominium units is for the renters and guests to have the maximum enjoyment from the use, as well as securing the investment of the owner's property. Renters and guests are expected to respect the private property of the unit as well as the buildings and grounds.

DEPOSITS: A 25% down payment or \$397 (whichever is greater) is required at the time of booking. Reservations made less than 90 days from the check in date require 50% of the total balance to be paid up front to confirm booking. All prepaid monies including down payment may be placed in an interest-bearing account. RENTER agrees/understands that interest earned on these funds will accrue to the benefit of Midnight Cove Realty, Inc.

PAYMENT OF RENT: The final balance is due before 5:00PM on the date of check in. Payment is accepted with Visa, MasterCard, Discover, American Express, personal checks, money orders, cashier's checks and cash. Returned checks will be charged \$45.00 return check fee and balance will be required with a credit card or cash. Payments in cash must be exact change only.

RESERVATIONS OF 21 NIGHTS OR MORE (LONG TERM STAYS): All monies paid towards reservation are non-refundable if cancelling at any time. Long term stay dates may not be shortened and/or the unit cannot be changed after the down payment has been made. **TRAVEL INSURANCE IS HIGHLY RECOMMENDED.** An additional payment for 50% of the remaining balance will be due 60 days from the check in date, with the final balance being due on the date of check in.

RENTAL UNIT POLICY: Management reserves the right to offer a comparable unit in the event your booked unit becomes unavailable.

TRAVEL INSURANCE: RENTER may purchase trip insurance which covers monies paid for your vacation (Insurance agent will be able to offer more information regarding coverage). This Insurance may be added up to 30 days prior to arrival and must be paid in full when the policy is created. Trip insurance is available to purchase at approximately 7.65% of your total rental cost. Please refer specific questions to 1-866-999-4018 and use product code *Midnight*.

REQUIRED \$52 DAMAGE PROTECTION PLAN or \$1500 SECURITY DEPOSIT: OPTION #1 (Recommended): You may purchase a non-refundable Vacation Rental Damage Protection plan designed to cover unintentional damages to the rental unit's interior that occur during stay, provided they are disclosed to management prior to your check-out. The policy will pay a maximum of \$1500, any damages that exceed this \$1500 or are not covered under the plan, will be charged to the credit card on file for your reservation. If during your stay, an insured person causes any damage to real or personal of the unit as a result of inadvertent acts or omissions, the insurer will reimburse the insured for the cost of repair or replacement of such property up to a maximum benefit of \$1500. Certain terms and conditions apply. Full details of the Vacation Damage coverage are contained in the Description of Coverage or Insurance Policy a www.vacationrentalinsurance.com/g20vrd The Vacation Rental Damage plan 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 to Midnight Cove Realty, Inc. any amount payable under the terms and conditions of the Vacation Rental Damage. **OPTION #2:** If RENTER declines to purchase the Damage Insurance, a \$1500 security deposit, paid in the form of cash or check will be required at the time of check in or no keys will be issued. Pending a satisfactory inspect. the security deposit will be refunded by form of check and mailed to the address on file, approximately 45 days after the check-out date, minus any costs incurred due to needed repairs, to replace damaged bed linens or for additional cleaning due to not following check-out procedure.

PARKING AND VEHICLES: Parking passes will not be issued before 3pm on the date of check in unless the unit is available for occupancy. Each unit has one (1) assigned parking space. When space is available, Midnight Cove can issue a second parking pass for a visitor, but this is not guaranteed. Parking passes must be hung from rear view mirror with unit number facing forward and visible from outside the vehicle. Any vehicle without a parking pass, parked in an unauthorized area or in another unit's assigned parking space will be subject to towing at the owner's expense. Commercial vehicles, trailers, campers, RV's, boat/boat trailers are prohibited on Midnight Cove property except for loading/unloading purposes.

ARRIVAL AND DEPARTURE GUIDELINES: Units are typically available for check in between the hours of 3:00PM – 5:00PM. If you arrive and your unit is not ready, you can register at the office and provide a cell phone number so that we can contact you when the unit becomes available. Use of pool/beach/parking will not be permitted before 3:00PM unless your unit is available for check in. Guests are not permitted to enter or place their belongings in the unit until the keys have been issued by the office. Check out is at 10:00AM on the date of check out. Continued use of parking/pool/beach 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 for each unit. Failure to adhere to this policy will result in eviction. All units require the registered renter to be 25 years or older be financially responsible for the reservation and must occupy the unit for the duration of the stay. **NO EXCEPTIONS!**

BEACH & POOL: Loungers/chairs/umbrellas are the sole property of the Midnight Cove Condominium Association. The allotted amount per unit is **up to 4** beach chairs/loungers and 1 umbrella (if available.) If RENTER has guests they must provide their own chairs, umbrellas and beach towels. Pool Hours: 8AM-10PM and noise levels must be kept to a minimum. No glass at pool or beach! No food or drinks are permitted while in the pool.

MAINTENANCE: Renter is required to report any deficiency or damage in the unit immediately after checking in (within 24 hours). If office is closed when discovery is made, renter should immediately call the office at 941-349-3004 and leave a detailed message on the office voice mail. Renter may be held financially responsible for not reporting any 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 Condominium 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'S vacation; however, there is no guarantee maintenance will not be performed on the property or in units during RENTER'S stay. Rental staff will inform RENTER of any projects as soon as they are notified by the condominium association. There will be no refunds or discounts during any repair or maintenance projects.

LOCKOUT POLICY: In the event a RENTER is locked out of the unit during the stay, the RENTER can borrow at the office during business hours. After business hours, the RENTER must call the posted emergency number for a security officer to assist. If there are not staff members 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 unit keys/FOBS to any other party that is not included on this agreement.

SMOKING: Smoking/vaping of any kind in not permitted in any unit or community area. Smoking/vaping is only allowed in the barbecue grill and picnic areas. NO exceptions!

PET POLICY: RENTERS/guests are not permitted to have pets of any kind in the units or on Midnight Cove property at any time. NO exceptions!

SECURITY: To prevent theft or vandalism of the owner's private property and contents, 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 in the case of leaving the unit unsecured or if RENTER vandalizes, steals 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 Condominiums. 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 AGENT of owner and will be compensated solely by the owner. All deposits, prepaid rates and rates may be placed in an interest-bearing account. RENTER agrees and understands that the interest earned on these funds will accrue to the benefit of MIDNIGHT COVE REALTY, INC.

INITIAL HERE: _____ **CANCELLATION POLICY:** All cancellations require written notice. Reservations cancelled greater than 60 days from the check in date are eligible for a refund minus a \$95 cancellation fee. Cancellations made less than 60 days of the check in date are non-refundable. Reservations booked less than 60 days from check in date are non-refundable. All long term stays are non-refundable. Midnight Cove does not offer any refunds due to any acts of nature, inclement weather, for early departures or late arrivals, construction projects on the property, state of emergencies, or due to any unforeseeable event beyond the control of Midnight Cove. **TRAVEL INSURANCE IS HIGHLY RECOMMENDED** for all reservations.

RENTER'S SIGNATURE: _____ **DATE:** _____

I have read the above information and agree to abide by RENTER'S requirements and obligations and AGENTS 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 or eviction. I also understand my reservation is not confirmed and I am unable to occupy any unit until this agreement is signed and returned to AGENT (must be done so within 48 hours of initial booking) with my required deposit as defined on the attached reservation confirmation. I agree to provide valid photo identification if/when requested at check-in. **Please initial the CANCELLATION POLICY and physically sign in the RENTER'S SIGNATURE block and return the signed copy to our office within 48 hours from the booking to confirm this reservation.**

Email to: Barbara@midnightcove.com or Fax to: 941-349-4398 within 48 hours from time of booking.

Please provide the information outlined below:

<u>PRINT NAMES OF ALL PERSONS OCCUPYING UNIT:</u>	
_____	_____
_____	_____
_____	_____
RESERVATION ID #: _____ (As shown on your Confirmation Receipt)	
CHECK IN DATE: ____ / ____ / ____	CHECK OUT DATE: ____ / ____ / ____