

## 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 and returned within 48 hours to confirm the reservation. RENTER must initial the CANCELLATION POLICY, physically sign the signature block, print the names and ages of all guests who will be occupying the unit and e-mail to: [myvacation@midnightcove.com](mailto:myvacation@midnightcove.com) or fax to: 941-349-4398 within 48 hours of the time of booking to avoid cancellation.

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. If RENTER booked online through the website less than 90 days from the check-in date, RENTER will have to call the office within 48 hours to make an additional payment to meet the required 50% down payment required to confirm the reservation. 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 that interest earned on these funds will accrue to the benefit of Midnight Cove Realty, Inc.

**PAYMENT OF RENT:** The final balance is due by no later than 5:00PM on the date of check in. During high volume weeks, the final balance may be required to be paid in full prior to check-in date. If this is required, a written notice will be sent to RENTER specifying when the balance is due. Payment is accepted with Visa, MasterCard, Discover, American Express, personal checks, money orders, cashier's checks and cash. All cash payments must be given with the exact dollar amount, no change will be made by the office. Returned checks will be charged a \$45.00 return check fee and balance will be required with a credit card or cash.

**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 total balance will be due 60 days from the check in date, with the final balance being due on the date of check in unless written notice has been provided requiring the balance be paid prior to scheduled check-in date.

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

**TRAVEL INSURANCE:** RENTER may purchase travel insurance which covers monies paid for RENTER'S 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 the 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):** RENTER 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 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 this reservation. If during RENTER'S 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/q20vrd](http://www.vacationrentalinsurance.com/q20vrd) The Vacation Rental Damage plan up to and including at check-in. By submitting payment for this plan, RENTER authorizes 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:** Balance must be paid in full before keys will be issued. Units are typically available for check in between the hours of 3:00PM – 5:00PM (please do not plan to arrive to the property before 3PM). If RENTER arrives and the unit is not ready, RENTER can register at the office and provide a cell phone number so that we can send a text message when the unit becomes available. Use of pool/beach/parking will not be permitted before 3:00PM unless the 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 entire duration of the stay. **NO EXCEPTIONS!**

**BEACH & POOL:** Loungers/chairs/umbrellas are the sole property of the Agent. 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 and **loud music is not permitted anywhere on the property at any time.** No glass is permitted at the pool or beach at any time! 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 a key from 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 no staff members on site, either an AGENT or locksmith will meet the guest at the unit. RENTER will incur an additional fee for this afterhours 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 and who does not meet the requirements for our occupancy and registration policy.

**SMOKING:** Smoking/vaping of any kind is not permitted in any part of the unit, to include the lanais and/or balconies, or in any community area. Smoking/vaping is only allowed in the barbecue grill and picnic areas. No exceptions!

**PET POLICY:** Renters are not permitted to have pets of any kind in the units or on Midnight Cove property at any time. No Exceptions! Midnight Cove Owner's are the only persons allowed to have pets on the Midnight Cove Property.

**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 must be submitted in writing. Reservations cancelled greater than 60 days from the check-in date are eligible for a refund, minus a \$95.00 cancellation fee. This fee applies to all cancelled reservations, regardless of when cancelling and cannot be waived. Refund will be provided within 45 days from the date of cancelling. Cancellations made less than 60 days from the check-in date are non-refundable. Reservations booked less than 60 days from the 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 any act of nature, inclement weather, state of emergencies, early departures, late arrivals, construction projects on the property or due to any unforeseeable event or occurrence 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 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 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 in 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 time of booking to confirm this reservation.**

Email to: [myvacation@midnightcove.com](mailto:myvacation@midnightcove.com) or Fax to: 941-349-4398

Please provide the information outlined below:

<b>PRINT NAMES &amp; AGES OF ALL PERSONS OCCUPYING UNIT:</b>	
_____	_____
_____	_____
_____	_____
<b>RESERVATION ID #:</b> _____	(As shown on the Confirmation Receipt)
<b>CHECK IN DATE:</b> _____ / _____ / _____	<b>CHECK OUT DATE:</b> _____ / _____ / _____