

Casa Gorda
John Kincer
979-618-6551

CASA GORDA RULES AND REGULATIONS

Renter is an adult and will be an occupant of the unit during the entire reserved period. Other occupants will be family members, friends, or responsible adults. Use of the premises will be denied to persons not falling within the foregoing categories and as a result they would have to vacate the property immediately without any refund. No door code will be issued to anyone who is not an adult.

FOR THESE RULES & REGULATIONS AN ADULT IS ANYONE 25 YEARS OR OLDER.

GUEST ILLNESS: If during a guest's stay, a member of the party becomes seriously ill with a communicable illness, such as COVID-19, guest is requested to voluntarily notify John Kincer of the illness. This voluntary notification will provide the opportunity to arrange for further sanitizing of the home. Guests are also requested to voluntarily notify John Kincer if a member of their party scheduled to arrive in the home has been diagnosed with COVID-19 within the past 30 days prior to the guest's arrival date.

DISCLAIMER: COVID-19 / ASSUMPTION OF RISK: We strive to go above and beyond to clean and disinfect all managed vacation rental properties for every incoming guest during the current COVID-19 pandemic/outbreak. We cannot and do not guarantee any property to be completely sterile. Your occupancy/stay in the vacation rental property during the COVID-19 pandemic is at your own risk and you are assuming ALL risk of injury/harm by electing to stay/occupy the vacation rental property during the COVID-19 pandemic.

PETS: Pets will be allowed on premises with prior approval. Additional deposit and fees are required. Pet dander can be an allergen to some people and we strive to take additional cleaning efforts when informed. If you do bring a pet into the property without approval, your full deposit will be forfeited.

NO SMOKING ALLOWED: Smoking is prohibited inside the property. Should there be any smoking done outside, all cigarette butts should be discarded when you leave the property. Should the housekeeper have to pick up any remaining cigarette butts from outside of the property there will be a deduction from your deposit.

NO OPEN FIRES: Inside or outside of the property. No fires of any kind allowed on the property. BBQ smoker/cooker use is acceptable outside. No cooking on wooden or near wooden decking. All charcoal should be disposed of properly to not cause any fire or fire hazard and removed from the property when Renters vacate the property.

TRASH REMOVAL: It is the responsibility of the Renter to remove all trash from the property. There will be a one time charge of \$50 plus \$5 per bag for any trash that must be removed on your behalf.

SECURITY DEPOSIT: The security deposit is \$300. An additional deposit of \$50 is required if you bring a pet. Deposits are made via paypal, venmo, or check. The deposit is fully refundable within 14 days of checkout provided the real and personal property are in the same condition as when occupancy commenced and all terms of this agreement are met. Renter is liable for all replacements and repairs that are outside what is normal wear and tear. Renter will incur a deduction from their deposit for any trash that is left behind in the rental that must be removed.

PAYMENTS ACCEPTED: Check, money order, venmo, or pay pal

RESPONSIBLE PARTY: The responsible party will be the renter whose name and signature are on the Vacation Rental Agreement. This renter is responsible for the reservation and also for all other guests included in the rental of the property.

EARLY DEPARTURES: There will be no refund for early departures under any circumstances. The renter is responsible for the number of days reserved on the Vacation Rental Agreement with no exceptions. It is the renter's obligation to double check the reservation dates.

CANCELLATIONS: Cancellations will follow the schedule below.

- 14 days before check-in will get 100% of the amount paid.
- Cancellation between 7-14 days before check-in will get a 50% refund.
- No refunds will be given if reservation is cancelled less than 7 days before check-in.

EXIT CLEAN UP: Renter(s) will be expected to remove all food items from the refrigerator that were brought. All dishes must be cleaned and put away. All trash must be removed from the premises and taken with you or to the nearest waste disposal area (ask for directions). Upon inspection of the property following your stay, the property manager reserves the right to charge for any additional services required to return the property to the state it was in prior to arrival. Excess garbage, broken fixtures or furniture, missing amenities and linens, or damage to the property resulting in gross negligence are examples of chargeable items. Any additional fees will be charged to the credit card on file. Items that are left on the property are not the responsibility of the property manager to return and they will be disposed of after cleaning is complete.

CHECK-IN: Check-in time is 4:00 pm. An early check-in time is only allowed with property manager approval and when the property is cleaned and ready for occupancy.

CHECK-OUT: Check out time is 11:00 am.

WHAT WE SUPPLY: The property is equipped and setup as a fully furnished property that will include bedspreads, linens, blankets, pillows, towels, as well as a fully equipped kitchen. There is no maid service. There is NO PHONE SERVICE via a landline. You will need a cell phone should there be a need for emergency call. There is free WIFI available.

WHAT YOU SHOULD BRING: Plan on packing your personal toiletry items including insect repellent. Since we provide a limited supply of toilet paper, paper towels, and other dispensable items to get you started on your first few days of vacation. You should plan on making a trip to the grocery store to replenish these items as you need them. Please bring your own beach towels.

RENTER'S LIABILITY: Renter agrees to accept liability for any damages caused to the property by Renter or Renter's guests, including but not limited to landscaping, misuse of an appliance or equipment provided. Renter agrees to reimburse property owners for costs incurred to repair/replace damaged items by deduction from security deposit. If damages are in excess of the security deposit being held, Renter agrees that Property Owner has the right to collect additional charges in addition to the security deposit.

DISTURBANCES: Renters and all other occupants will be required to vacate the premises and forfeit the rental fee and security deposit for any of the following:

- Using the premises for any illegal activity including but not limited to drug use, service or consumption of alcoholic beverages by or to person(s) less than 21 years of age.
- **Causing damage to the premises rented or to any of the neighboring properties.**
- **Any other acts which interfere with neighbors' right to quiet enjoyment of their property.**

GATHERINGS/PARTIES: You must notify owner of any intended parties or gatherings planned on the property at the time of booking. The property has ample parking, parking in front of the neighbors property without their consent would constitute a breach of these rules.

HOLD HARMLESS: Property Owners do not assume any liability for loss, damage, or injury to persons or their

personal property. Neither do we accept liability for any inconvenience arising from any temporary defects or stoppage in supply of water, power, internet, appliances, or plumbing. Nor will Property Owner accept liability for any loss or damage of personal property caused by weather conditions, natural disasters, acts of God, or other reasons beyond their control.

CATASTROPHES (hurricane, tornado, earthquake, flood, act of terrorism, etc.): If a catastrophe occurs the Property Owner is not responsible for any of the following:

- Finding alternate lodging for the Renter
- Renter's financial losses related to transportation or alternate lodging.
- If, on the day the rental is scheduled to begin, the property is uninhabitable, or the property is not reachable by the Renter's usual means of transportation.
- Access to the property by visitors has been prohibited by authorities.

Property Owner will at the option of the Renter either refund all money paid by the Renter for the vacation rental, including any deposit and prepaid rent or hold the funds for a future rental. If Renters are required by local authorities to evacuate the area, and actually do so before their stay in a vacation rental is completed, then the owner will refund or hold for future rental a pro-rated portion of the unused rent, plus any deposit.

RELEASE AND INDEMNITY: The undersigned Renter for himself/herself, his/her heirs, assignors, executors, and administrators, hereby agrees to indemnify, defend, release and hold Property Owner harmless from any and all claims, demands, and causes of action by reason of any injury TO PERSON OR PROPERTY OF whatever nature which has or have occurred, or may occur to the undersigned, or any of his/her guests as a result of, or in connection with the occupancy of the LEASED premises including any claim or suit arising there from. The indemnity and release in this paragraph will apply even if the damage or loss is caused in whole or in part by the ordinary negligence or strict liability of Property Owner but will not apply to the extent the damage or loss is caused by the gross negligence or willful misconduct of the Property Owner.

ATTORNEY FEES: In any action concerning the rights, duties, or liabilities of the parties to this agreement, the party prevailing in litigation is entitled to recover reasonable attorney fees and costs.

I, _____ (please print name) accept the rules and regulations outlined in the document.

Email: _____ Telephone: _____

Mailing address: _____

Signature

Date