

**Please read the following Terms of Transient Rental and complete the required information below.**

When done, click the "Submit Online Terms of Rental Now" button to submit your agreement. This needs to be **completed within 72 hours of your booking**. Once it is completed, we will confirm your requested dates.

The party leader is the person who is making the booking, providing the payment (name on cc or other forms of payment), providing the government-issued ID, and staying in the home. Additionally, the party leader is responsible for all the registered guests to ensure they adhere to these Terms of Rental. All persons staying in the home are referred to as guest(s) in this document. The party leader must be 25 years of age or older unless the party leader is active military with a valid military ID. (Florida Statute 509.095)

- The party leader agrees, and the owner permits the rental period to begin and end on the dates/times shown on the rental agreement below. A transient rental is any unit that is occupied for the purposes of sleeping, lodging, or similar reasons for a period of 30 consecutive days or less in exchange for a fee or similar consideration. I agree that I am a transient guest.
- **Only the people listed in this booking contract are allowed on the property at any time.** No parties or events can be held in the home. As per Osceola County, this includes 24/7. **If you are planning any daytime visitors, we must be notified of the days, times, and names of the visitors in advance.**

Our occupancy maximum at any time is 8 people total (including children and infants). If occupancy is over the maximum occupancy of 8, we reserve the right to call the Sheriff for removal of all guests without a refund AND/OR retain the entire damage deposit to compensate our expenses. The occupancy includes day visitors, and they must be approved/registered with us in advance. This is a self-catering home, and you will need to provide your own toiletries, food, etc. All linens, pots, pans, and eating utensils are supplied. We supply a small amount of toilet paper and hand soap to get you started. Cancellations are non-refundable. We recognize that unforeseen circumstances such as illness can occur and recommend that guests purchase trip cancellation insurance from a private carrier. If there is a \*HURRICANE WARNING issued by the National Hurricane Center or posted on NOAA.gov for Osceola County within 48 hours before or after your due arrival, you can choose to take a "rain check" on your vacation and rebook later without penalty. Please note that you are free to book anytime at or above the price originally booked, provided you pay any difference in the rate, and we have availability. With every booking, we require a \$500 damage deposit (also known as a security deposit) from the party leader. The damage deposit covers any accidental damage that occurs during the guest's stay.

**Party Leader MUST arrive and sign in with security before any other members of the traveling party are allowed access to the resort. ID is required**

- *All members of the traveling party must be identified to security by the owner of the property prior to arrival. This includes the names and ages of those under 18.*
- *Any daytime visitors must be registered with the date and time of the visit by the owner of the property for them to gain access to the resort.*
- *Guests cannot register their own day visitors.*
- *Occupancy limits of the home (8 persons- including children and infants) are in effect 24/7 per county regulations.*
- *Each vehicle that is registered and enters the resort must get an entry card for a non-refundable fee of \$20 per card. This fee goes to the resort and is not associated with the rental property.*
- *Cards are assigned to the vehicle plate number and cannot be handed off to another vehicle. There is a limit of 4 vehicles based on our occupancy limit.*
- *Quiet times, which are 11:00 pm to 7 am.*
- *Driveway parking is limited to 2 vehicles.*
- *In odd-numbered months, street parking is on the odd-numbered side of the road, and in even-numbered months parking is on the even-numbered side of the road. Failure to comply will result in your car being towed by the resort security.*
- *At no time are the wheels of a vehicle to be on the lawn. Do not use any other neighbor's driveways for parking.*
- *The resort does not allow RVs, campers, buses, boats, or trailers to be parked on the property. Storage for these vehicles can be arranged with an outside storage facility.*
- *The proper management of trash is posted in the home. Use only the bins labeled for the home. Additional trash can be taken to the trash compactor. Failure to abide by it will result in a fine imposed by the HOA. It is the guest's responsibility to pay such a fine. Emerald Island Resort staff monitor the trash daily.*

## HOUSE RULES

- Check In and Out
  - Check-in is after 4 p.m. Unauthorized early arrivals will result in an early arrival fee of \$75. This includes using the external facilities of the home i.e., the pool.
  - **THE CHECK-OUT TIME IS BEFORE 10 AM.** Unauthorized late check-outs (anything after 10:05 AM) will result in a fee of \$75 being charged to your security deposit. Please see the check-out procedure in the Home Guide for details.
- Air Conditioning
  - The party leader agrees and understands that the air conditioning unit is not to be set below 73° F and heat is not to be set above 73 F.

- The party leader also understands that running the AC below 73° F or running the AC when the outside temp falls below 65° F can result in freezing up the unit and cause permanent damage. The Party leader agrees to notify the management company/owner immediately if AC is frozen and agrees to pay any additional charges incurred to fix the unit. The home is equipped with a Nest Thermostat and a record is kept of all changes made to the temperature.
- **DO NOT leave doors, slider doors, or windows open while the system is running.** Minimum of \$90 call-out charge to bring the AC unit back online.
- Electric Vehicle Charging
  - The Guest shall not, nor allow others, to charge or attempt to charge electric or hybrid vehicles from the electrical supply in the property.
- Children under 18 years of age
  - The guest must ensure that children are always supervised. It is the policy of the owner that **all children under the age of 18 years are not left in rental accommodation unsupervised during the rental period.**
- Open Flames
  - The use of open flames in the home and on the lanai is strictly prohibited. This includes candles, outdoor fire pits, or any apparatus that is flammable.
- BBQ
  - The BBQ grill is located outside the lanai. **Do not move the grill from the outside lanai location** and supervise all children when or shortly after each use.
  - Use of the BBQ grill is done at your own risk. Inspect the equipment before use. These items are NOT cleaned by our housekeeping staff. Please make sure you have thoroughly cleaned them after each use.
- Pool
  - Parents are responsible for the safety of their children at all times. **Children must always be supervised in the pool area**
  - The retractable safety fence is mandated by Florida state law. Be sure you are using the fence when the pool is left unattended.
  - Each entrance from the home to the pool is also equipped with an alarm. Please do not turn these alarms off, as they are there for the safety of children.
  - **DO NOT use coins or metal objects in the pool.**
  - Additional electric pool heat can be provided for a fee of \$40.00 per night and is recommended for October 31- March 31. The heater is turned on the day of guest arrival. See The Home Guide for more information.
- Pets/Service Dogs/ESA
  - Pets are not permitted on the property at any time. When a guest is found to have brought a pet to the property a bill of \$500 will be made to the guest to compensate for additional cleaning requirements, which the guest agrees to pay within 3 days of departure.
  - Under federal law, our home accepts animals who are Service Animals. **A service animal is not a pet or emotional support animal (ESA).** The Service Animal must meet ADA qualifications.
  - You must tell us you are bringing your ADA-compliant animal at the time of booking. The handler must be a listed registered guest on our Terms of Rental.
  - You are required to answer the 2 following questions properly at the time of booking. " Is the animal a service animal required because of a disability?" and " What work or task has the animal been trained to perform?". A separate policy will be issued for your signature that outlines the ADA guidelines.
- Smoking/Vaping
  - **Smoking/Vaping is not permitted in the home or on the property, including in all outdoor spaces. Smoking/Vaping must be done at the street curb.**
  - Extinguished butts must be cleaned up immediately. Proper Cigarette Disposal- Please find a disposable can or water bottle and fill it with water. Keep the can outside the home. Upon departure, please drain the water in the grass or close the cap on the water bottle and dispose of it in a proper trash bag.
  - When a guest is found to be smoking/vaping in or around the home property, including the front stoop and lanai, this will result in charges for cleaning and/or deodorizing the unit \$500, which the guest agrees to pay within 3 days of departure.
- Household Appliances and Equipment
  - Appliances such as stoves and refrigerators are the personal property of the owners. Removing them from the premises is strictly prohibited. Bringing in additional appliances (such as refrigerators or freezers) from other homes or from a rental company is strictly prohibited. The usage of any materials such as nails, adhesive tape, and or glue, that are attached to the property, including walls, cabinets, floors, or furniture is strictly prohibited and will result in additional costs for repair and cleaning. The party leader agrees to pay for damages within 3 days.
  - Use of the baby equipment is done at your own risk. Inspect each piece of equipment before use. These items are NOT cleaned by our housekeeping staff. Please make sure you have thoroughly cleaned them after each use.

#### FLORIDA LAW AND STATUTES/ CRIMINAL ACTIVITY

- Both the resort and the home are equipped with an EXTERIOR security surveillance system that records and sends video, audio, or still pictures.
- The party leader and all guests agree not to engage in any illegal activity in the home. This includes, but is not limited to illegally possessing or dealing in controlled substances as defined in chapter 893 or is intoxicated, profane, lewd, or brawling; who indulges in any language or conduct which disturbs the peace and comfort of other guests or which injures the reputation, dignity, or standing of the establishment;

- Such activity will result in immediate removal from the home by the Osceola County Sheriff Department in conjunction with the homeowner, management company and resort officials.
- As of January 2021, all staff and owners have been trained to recognize human trafficking and are obligated to report any suspicious activities to the sheriff. FL Statue 509.151 states:
- Any person who obtains food, lodging, or other accommodations having a value of less than \$300 at any public food service establishment, or at any transient establishment, with intent to defraud the operator thereof, is guilty of a misdemeanor of the second-degree, punishable as provided in s. 775.082 or s. 775.083; if such food, lodging, or other accommodations have a value of \$300 or more, such person is guilty of a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.
- Party leader and all guests hereby agree to indemnify and hold the Homeowner (or designated agent) harmless from all claims, including those of third parties, arising out of, or in any way related to Guest(s) use of the premises and amenities.
- The owner does not accept liability for acts of violence, nature, fire, flood, war, civil disobedience, riot, or other force majeure that may have a deleterious effect on the guest.
- The owner agrees to a service level for the remedy of any problems found at the property, either on the arrival of the guest or during the rental period.
- The owner agrees to provide a maximum 24-hour response to remedy problems that, at the sole discretion of the owner, constitute emergencies, which would affect the safety of the guest.
- Any problems arising during the rental period at the property that do not constitute an emergency as determined by the owner will be remedied during or after the rental period, based on the severity of the problem, at the sole discretion of the management company.
- The owner makes all reasonable efforts to maintain each property and its equipment in good working order. Wherever commercially possible, repairs are performed within 24 hours, but sometimes delays are inevitable. No refunds are granted for malfunctioning mechanical or electrical equipment including (but not limited to): inoperable appliances, air-conditioning units, pools, and/or spas.
- No refunds will be given for unfavorable weather, early departure, utility service interruption, construction, or maintenance issues. Additionally, there are no refunds for faulty recording or playback equipment, TVs, audio, telecoms, cable reception, computer equipment, or internet access. The owner does not accept liability for equipment failure and or services on the property. In the event of failure of equipment, the guest must notify the owner within 1 working day such that the owner may elect to affect a remedy to the failure.
- The owner does not accept liability for the lost or stolen personal property of the guest during the rental period (FL Statute 509.111). If the property of the guest is lost or stolen, the guest should advise the appropriate authority first, and then the owner of the lost or stolen items.
- The owner or its representatives may enter the property at any time, without notice, for the purposes of protection and/or maintenance of the property. Wherever possible, the owner will provide notice to the guest prior to such entrance.
- The owner accepts no liability for personal loss or injury to the guest during the rental period.
- The guests must ensure that they have adequate insurance coverage.
- Use of BBQ Equipment and Baby Equipment is done at the guest's sole responsibility.
- The owner does not accept any liability for the acts or omissions of any agent. These include but are not limited to, airlines, car hire companies, travel agents, ticket agents, homeowners, or utility providers.