

TRANSIENT RENTAL TERMS & CONDITIONS

Tropical Paradise Villa

These Transient Rental Terms & Conditions form a legally binding agreement between the Homeowner and the Party Leader. Submission of this agreement is required within 72 hours of booking to confirm your reservation.

1. Party Leader & Eligibility

- The person booking, paying, providing ID, and staying at the property is the Party Leader.
- The Party Leader must be 25 years or older unless active military with valid ID (Florida Statute 509.095).
- The Party Leader is responsible for all guests and compliance with these Terms.
- This is a transient rental (30 days or less). Guests acknowledge transient status.

2. Occupancy & Guest Registration

- Maximum occupancy is 8 people total, including children and infants.
- Only registered guests listed on the reservation may be on the property.
 - Exceeding occupancy limits may result in:
 - Immediate eviction
 - Loss of security deposit
 - Sheriff involvement if necessary
- All guest names and ages must be provided before arrival.
- Children under 18 years of age may not be left unattended in the rental property at any time during the stay.
- Guests provide their own food and toiletries.

3. Cancellation Policy

- Reservations are non-refundable

4. Vehicles & Resort Access

- All vehicles require prior registration by the owner.
- The resort charges a \$20 resort fee per car.
- Maximum of 4 vehicles total.
- The Party Leader must arrive first and complete check-in with resort security before any additional vehicles will be permitted entry.

- Lost or damaged entry cards will be charged replacement cost plus \$25 administrative fee.
- Driveway parking limited to 2 vehicles. No lawn or neighbor parking.
- Must follow all resort parking rules for street parking.
- RVs, trailers, boats, buses, and campers are prohibited.
- Electric Vehicle Charging is prohibited from the property's electrical supply. Use the chargers at the clubhouse.

5. Day Visitors

- Owner must be notified in advance of all day visitors.
- Visitors count toward occupancy limit.
- Guests may not register visitors directly with the resort.

6. Check-In / Check-Out

- Check-in after 4:00 PM. Unauthorized early arrival: \$75 fee (includes use of the pool before check-in hours).
- Check-out before 10:00 AM. After 10:05 AM: \$75 fee.
- Large items (strollers, car seats, etc.) left behind incur \$50 disposal fee per item.

7. Air Conditioning & Heating

- AC & Heat have preset temperature thresholds. Do not tamper with the equipment.
- Doors and windows must remain closed while AC is running.
- Thermostat activity is monitored.
- All doors are programmed to shut off AC/Heat is left open.

8. Appliance Use & Property Equipment

- All appliances and equipment are provided for normal residential use only.
- Appliances may not be removed from the property.
- Guests may not bring in additional appliances, including (but not limited to) refrigerators, freezers, grills, hot plates, deep fryers, space heaters, or cooking equipment.
- Stoves, ovens, and microwaves must not be used for heating the home.
- Any damage caused by misuse of appliances will be charged to the guest.
- The Owner is not responsible for food spoilage due to appliance malfunction or power outage.
- Do not attach tape, nails, glue, etc. to walls or furniture.

- Baby equipment use is at your own risk.

9. Pool & Pool Heat

- Children must be supervised at all times in the pool area.
- Safety fence and door alarms must remain in use.
- Pool heat is optional for a fee and must be requested in advance.
- Heater runs approximately 8-12 hours per day when paid pool heat is on.
- No refunds for weather-related temperature fluctuations.
- No metal objects (i.e. coins for diving) allowed in pool. Damage will result in loss of deposit.
- Do not tamper with any pool equipment.

10. Grill Policy

- Only grills rented through the Owner are permitted.
- Outside grills are strictly prohibited.
- Unauthorized grills will incur a \$200 fee plus any HOA fines.

11. Open Flames & Fire Safety

- Open flames are strictly prohibited inside the home and on the lanai. This includes candles, incense, tiki torches, fireworks, propane burners, and fire pits.
- No deep frying of food is permitted inside or outside the property.
- Guests may not light charcoal grills or use any combustible cooking device unless rented directly through the Owner.
- Tampering with smoke detectors or removing batteries is strictly prohibited and may result in immediate eviction without refund.
- Any fire department response caused by guest negligence will be the financial responsibility of the guest.

12 Smoking & Pets

- No smoking or vaping anywhere on the property. \$500 cleaning fee applies.
- No pets allowed. \$500 fee for violations.

- ADA-compliant Service Animals permitted with advance notice and required documentation. Please ask us for the information.
- ESAs are not ADA compliant service animals.

13. Resort Rules

- Trash must be bagged and placed in the designated bin only.
- Bins must not be left curbside.
- HOA fines resulting from guest violations will be charged to the guest.
- Resort quiet hours: 11:00 PM – 7:00 AM.
- Open carry of firearms is prohibited.

14. Utilities, Amenities & Refund Policy

- Access to resort amenities is provided by Emerald Island Resort and is not controlled by the Owner.
- No refunds for amenity closures or restricted access.
- No refunds for weather, early departure, power outages, internet interruptions, or mechanical failures.

15. Florida Pest & Wildlife Disclosure

- Due to Florida's tropical climate and surrounding conservation areas, insects, reptiles, or wildlife may occasionally be present despite regular pest control.
- This does not constitute grounds for refund.

16. Legal & Liability

- Exterior security cameras are in use.
- Illegal activity will result in immediate eviction and possible law enforcement involvement.
- Owner not liable for lost or stolen items (FL Statute 509.111).
- Guests assume responsibility for personal injury and property loss.
- Owner may enter property for maintenance or protection purposes.
- Florida Statute 509.151 applies to fraud related to lodging. Anyone defrauding a transient rental operation is punishable by law.
- Resort and house staff are trained to recognize and report human trafficking.

17. Hurricane Policy

- Rain check offered only if official hurricane warning issued for Osceola County.
 - Rescheduling must occur within 12 months and is subject to availability and rate differences.
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- By signing this agreement, the party leader and any guests agree to indemnify the homeowner of any claims, including those from third parties, linked to the guest(s) use of the premises and amenities.