



**RENTAL LEASE AGREEMENT POLICIES AND TERMS**  
**ALL UNITS ARE NON SMOKING UNITS**

We hope you have a pleasant and relaxing visit to Destin. Our units are professionally decorated and furnished to provide for your vacation needs. Please be sure to read and abide by all our rental policies on <https://www.beachcondosindestin.com/rental-policy/> before and during your stay.

**Arrival:** Our units are carefully inspected following each departure. If upon your arrival you find any irregularities or damage, please contact us as soon as possible. Damages may occur during or prior to your stay. Beach Condos in Destin will do our best to be sure that all items are working properly for your arrival. This is not always 100% possible. We may have to enter the unit or have a service team enter during your stay to repair an issue. Guest cooperation is appreciated and required.

**Check In/Check Out:** Check In is any time after 3pm CST and Check out is any time prior to 10am CST. This is important for our cleaning crews and for the next set of guests. On rare occasions there may be an issue that would delay check-in up to 5pm. If that is the case, we will notify the guest as soon as we are aware. *During the busy season which runs from March thru October, it is nearly impossible to accommodate any early check in request.* Please try to arrive on or after hours to the condo.

**Smoking:** **Smoking is prohibited in all condos.** If evidence of smoking inside the condo is found, the guest will be charged a minimum of \$250 to a maximum of \$1000. If you smoke on the balcony, you must provide and empty your own ash tray, not use the balcony floor to put out cigarettes, not throw cigarette butts off of the balcony (\$500 county fine if caught and eviction). Please remember that smoke smell can carry into the units from the balcony so always keep the door closed. No evidence of smoke, cigarette ashes or butts, or chewing tobacco is to be left behind. **\*\*MAJESTIC SUN LESSEES PLEASE NOTE:** Majestic Sun Condo Owners Association has additionally prohibited smoking on balconies and walkways. They allow smoking only in the ground floor parking garage.

**Cleaning Prior to Arrival:** While we do have good housekeepers, every now and then things may be missed. In these instances, guests are to call us so we can send the cleaning crew back out to make it right. There will be no refund of the cleaning fee.

**Guest Assistance:** While we try to avoid it as much as possible, Maintenance for various issues may need to be addressed during your stay. We will try to work around your schedule, but it is not always possible. We appreciate your cooperation.

**Community Work:** Winter is typically the time for repairs and renovations in our beach communities however, we do not always know and cannot predict when an association or individual owner will be doing work that may cause noise or other temporary disruptions.

**General:** The unit is well-stocked for weekly guests however it may not have everything you will want for an extended stay. The units will have basic items but will not have things like crockpots, butter dishes, gravy boats, roasting pans, sugar bowls, creamer dispenser, teacups, etc. If you are partial to certain cookware or kitchenware you may want to bring it with you from home.

**Bedding/Linens:** Eating and drinking in or on the beds is not permitted as this may cause spills and stain the linens. Please do not allow children on the bed with anything that may stain the linens. Guests are required to make every effort to wash any linen as soon as any staining item gets onto the fabric.

**Sand:** Guests are responsible for leaving the sand at the beach. You will be charged an additional \$25 for excessive sand removal. Sand damages floors, showers, plumbing drains and furnishings.

**Air Conditioning:** Do not operate the air conditioning unit with any doors or windows open as this will cause the unit to freeze and malfunction.

**Doors:** Do not have the sliding glass door and entry door to the condo open at the same time. This causes a wind tunnel effect and will cause doors to slam which can cause injury to guests and the condo.

**Refrigerator:** During peak Summer months we get many calls concerning the refrigerators in all our units. Arriving guests will go to the grocery store, buy a refrigerator full of warm groceries and place them in the condo refrigerator. It can take several hours (24 hours or more) during peak summer for these items to become adequately cool. Please leave the thermostat on medium setting, any higher can cause the unit to freeze over and stop working. We suggest placing drinks in a cooler on ice for faster cooling when you first arrive.

**Parking/Rec Vehicles:** Most of our properties are not able to accommodate RV's or trailers (boats, utility trailers). Parking is limited to single space vehicles. Each vehicle must have a parking pass while parked at our properties (exception—Maravilla Cottages). Guest cannot park any type of vehicle anywhere other than a single car parking space. Golf Carts must be parked in a parking space and may not be plugged in by extension cord to the condo. Golf carts are no longer allowed at Maravilla except by Owners. If you are in a private home, you may bring an extension cord and charge an electric golf cart. Houses and townhouses also do not allow parking of boat trailers or utility trailers unless they are able to be closed off in a garage.

**Beach Service:** Some condo complexes like Maravilla, Beach Retreat, Beach Resort, Crystal View, Leeward Key and Beach House come with beach service for the guest when in season. This is typically from mid-March until Oct 31<sup>st</sup>. Some complexes are extending beach service into November.

- There may be a wait while attendants direct everyone to chairs for their day at the beach. They appreciate your patience.
- Pop up tents are not allowed on most of these private beaches as it limits the view for other guests.
- The beach attendants do work for tips (suggest \$8-\$10 per day).

**Pet Rules:** We have had very few problems renting pet friendly and are happy to approve your pet(s) if you qualify and agree to the following conditions for our Pet-friendly properties.

1. Bag and dispose of all animal feces.
2. Be sure to clean up after your pet. Pets should not be permitted to lay on furniture. Should furniture need to be cleaned due to neglect, an additional charge will result. Clean up all shed hair prior to departure.

3. Walton County does not permit visitors to go on the beach with a pet. The boardwalk and sidewalks offer a good view of the Gulf while walking your dog.
4. The following dog breeds or any mix of these breeds are not permitted: Akita, American Staffordshire, Chow, Doberman, Pit-bull or Pit-bull Mix, Rottweiler, or Wolf Hybrid. No aggressive pets are allowed of any breed.
5. Please be mindful of other guest and do not allow pets to bark incessantly.
6. Pets must always be on a leash when outside the unit and fully under the control of the owner.
7. Staking or tying pets outside is not permitted.
8. Pets are not allowed on property at Majestic Sun, Beach Resort, Beach House, Mediterranean, or Leeward Key. Violations will result in guest eviction with no refund. The only exception is for ADA (American Disabilities Act) qualified service assistant dogs. More information on this provided below.

**ADA Service Animals:** With regard to ADA compliant service animals, it should be noted as of 2011, *only dogs are recognized as service animals by the ADA. A service animal is a dog that is individually trained to do work or perform tasks for a person with a disability.* In situations where it is not obvious that the dog is a service animal, staff may ask only two specific questions: (1) is the dog a service animal required because of a disability? and (2) what work or task has the dog been trained to perform? Staff are not allowed to (1) request any documentation for the dog, (2) require that the dog demonstrate its task, or (3) inquire about the nature of the person's disability.

*Emotional support animals, comfort animals, and therapy dogs are not service animals* under Title II and Title III of the ADA. Other species of animals, whether wild or domestic, trained or untrained, are not considered service animals. For more detailed information, please visit [https://www.ada.gov/service\\_animals\\_2010.htm](https://www.ada.gov/service_animals_2010.htm), and the related FAQ's found at [https://www.ada.gov/regs2010/service\\_animal\\_qa.html](https://www.ada.gov/regs2010/service_animal_qa.html).

**Spring Break/ Age Limits:** We do not rent to vacationing High School or College groups without a parent present for the duration of the stay. You must be 25 years of age or older to rent one of our units. If there are any members of the group under 25 years of age, there must be a parent or legal guardian present for the duration of the stay. Homeowners associations at all our properties also do not allow for vacationing young adult groups. The goal is to maintain a family-friendly vacationing atmosphere. We cannot make any exceptions during Spring Break. If a reservation is made under false pretenses, we will evict and charge \$500 in addition to the rental amount and any damages.

**Telephone Communications:** Owners are no longer required to maintain local phone service as most guests throughout the year do not require it. If you do not have a cell phone, we suggest Magic Jack which is a computer-based phone for your stay. You can establish your own phone number which will be with you anywhere you have computer access, wherever you take your computer. Also, long distance is free for the US and Canada with the service.

**Damage Waiver:** A Damage waiver fee will be charged to each reservation and covers unintentional damages to the rental unit that occur during your stay, provided they are disclosed to management prior to check-out. The policy will pay a maximum benefit of \$1,000.00. Any damages that exceed \$1,000.00 will be charged to a credit card number we must have from you on file. The Damage Protection Waiver does not cover the guest for malicious intent, carelessness, and failure to follow rules for the condo, loss of keys, theft, failure to remove garbage from the property, smoking in the condo, failure to pick up after pets inside or outside the property, or leaving the house excessively dirty. These fees will be charged to the payment method on file. If we do not have a card number on file and you do not provide one, we may seek legal recourse.

1. The number of occupants not to exceed the condo capacity.
2. Age limits must be obeyed
3. Check in/out according to times arranged.
4. Abiding by the Posted Association Rules.
5. Replacement Keys will cost \$50
6. The person reserving this condo is responsible for communicating the rules to all members of their group.
7. You will be due for any damages caused by your group if the damages are not covered by the damage waiver or exceed \$1000.
8. Following pet rules are particularly important and failure to do so will result in fines not covered by the damage waiver and in extreme cases eviction from premises.
9. You will be due for any damages caused by your group even if the damages exceed the \$1000 damage waiver.

**INDEMNIFICATION CLAUSE** THE PROPERTY OWNER, RENTAL AGENT , RENTAL AGENCY SHALL NOT BE LIABLE FOR ANY DAMAGE OR INJURY OF OR TO THE TENANT, TENANT'S FAMILY, GUESTS, INVITEES, AGENTS OR EMPLOYEES OR TO ANY OTHER PERSON ENTERING THE PREMISES OR ANY BUILDING THAT IS A PART OR LIES UPON THE PREMISES, OR TO GOODS OR EQUIPMENT, OR IN THE STRUCTURE OR EQUIPMENT OF THE STRUCTURE OF WHICH THE PREMISES ARE A PART, AND TENANT HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD PROPERTY OWNER, RENTAL AGENT , RENTAL AGENCY HARMLESS FROM ANY AND ALL CLAIMS OR ASSERTIONS OF EVERY KIND AND NATURE. UPON PAYMENT OF YOUR DEPOSIT FOR THIS RESERVATION, YOU AGREE TO THIS INDEMNIFICATION CLAUSE.

**PAYMENTS:** By providing booking information including credit card information to book this condo or house you have committed to pay Beach Condos in Destin the amount owed as outlined in this agreement including any fees we may have to charge due to negligence or damages in excess of the damage waiver amount. We require an advance on the rental at booking and the balance is due 30 days prior to arrival for weekly guests and 60 days prior to arrival for monthly guests. Advances on Condos range from \$500 to \$1200 depending on the size of the condo/dates rented. We accept MasterCard, Visa, Discover or electronic check for payments except for the balance due on monthly rentals. Those guests are required to pay by check or electronic check.

#### **DEPARTURE DAY CHECK LIST**

- It is especially important that you check out on time. Late check outs will result in a fine up to \$200. Late check outs cause us to pay more for cleaning and causes delays for another guest checking in. Please let us know your anticipated time of departure by email or phone call the day prior to departure.
- Remove all grocery items including emptying the refrigerator of all items.
- Trash must be removed from the property to the community dumpster or garbage chute, houses included.
- Hand wash pots and pans, dry and put away. Run dishwasher on all others. You do not need to wait for the dishwasher to complete before your departure.
- Leave appliances clean.
- Place the spare keys / Parking passes/ Pool passes back on the refrigerator.
- Turn off lights and fans. Close and lock door.

**CANCELLATION POLICY:** All cancellations are subject to a \$100-500 processing fee. Daily or Weekly reservations must be canceled 60 days prior to arrival or the advance on the rental will be forfeited. Monthly or off season, November to mid- March reservations must be canceled 120 days prior to arrival or the full advance and additional monies paid on the rental is forfeited unless we are able to

rebook your stay. Cancellations under 30 days prior to arrival will result in a forfeiture of all rental funds unless we are able to rebook your stay. Cancellations, early departure or non-arrival does not warrant refund of advance or additional rental monies paid. We cannot refund for early departures or late cancellations. No refunds if we must cancel a booking for non-payment. Beach Condos in Destin does not refund for inclement weather or for other items that would be covered by insurance. We highly recommend purchasing travel insurance.

**TRIP INSURANCE:** We offer trip insurance from a third-party company to our guests. The cost for Standard Coverage is an additional 7% of the total for traditional, emergency cancellation or trip interruption insurance. We also offer Cancel For Any Reason (CFAR) insurance which is 10.8% of the trip cost and will reimburse 60% for non-covered reasons of cancellation and 100% of the traditional cancellation covered reasons. \*For best coverage, purchase at the time of booking. Traditional travel insurance may be purchased at the time of booking and up to 30 days prior to arrival. CFAR must be purchased at the time of booking.

\*Please check your email for a link to digitally sign this agreement or you may print, complete and email or fax back the signature page.

**I HAVE READ THE RENTAL LEASE AGREEMENT AND AGREE TO THE TERMS INCLUDED.**

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**Signature of named party on Lease Agreement**

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**Arrival Date**

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**Departure Date**

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**Condo Rented**

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**Booking ID/ Reservation Number**

\* Be sure to refer to your email to confirm dates, Condo and Reservation ID.

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**Breed(mix) and Size of Dog**

\*If you are not bringing a dog or this is not a pet friendly rental, enter NO.

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**Is this an ADA Qualified Dog?**

Enter YES or NO