

Vacation Rental Agreement



Parties

This Agreement is between Coco Plum Vacation Rentals, its agents, affiliates, and the owner(s) of the rented property ("Mgt. Co.") and _____ ("Guest").

Guest Information:

Email address: _____

Home address: _____

Cell Phone: _____

General Terms

The terms of this agreement are:

1. The terms contained within this agreement.
2. The terms and conditions contained in any online terms or in any rental agreement or confirmation.
3. Any condominium or homeowners' association rules.
4. The Forms which must be completed for each reservation:
 - *Include the age and name of any member age 14-21. Include age only, without name, if under age 14.
 - a. The Pet Form.
 - b. Departure Instructions.
5. Should any conflicts arise, the terms of this agreement shall prevail.

Property ("The Property")

Property Name: _____

Check-In: _____ 5 PM

Check-Out: _____ 10 AM

Properties include general kitchen equipment and utensils, 1 towel/ guest, and 1 set of bed linens/bed. See keysrentalsonline.com for additional property details.

Occupancy

Maximum Occupancy. Maximum occupancy, not just for overnight guests, is as listed on your specific property page on keysrentalsonline.com and must be a listed member of the Guest's party. Guest must be at least 25 years old or an active member of the military; an occupant of the Property throughout the reservation period; and, must ensure compliance with the occupancy terms by all members of the Guest's party.

Additional Members of Guest's Party, All fields must have a name or NA:

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

List all vehicles (enter "rental" on the space below if applicable, NA if not) The guest is responsible to verify the property will accommodate the number of vehicles listed. **More than four vehicles must be approved by Mgt. Co.**

Payment

Payment. A 50% down payment at the time of reservation. Reservations made within 60 days of the Rental Period require payment in full along with copies of Guest's driver's license and the credit card charged. A \$500 credit card pre-authorization is due at time of reservation for any additional charges that may apply.

Balance. The balance for the Rental Period is due 60 days prior to the Rental Period and will be charged to the credit card on file. And, Guest agrees that Guest's credit or debit card can be charged for any additional amounts due under this agreement.

Non-Payment. Non-payment will result in forfeiture of deposit and cancellation of reservation. There are no refunds for unmet expectations resulting from weather, natural disasters, personal or other related reasons, including those listed herein. Reservations can be rescheduled, but not refunded, when required by law or legally-defined impracticality, impossibility, or frustration of purpose, provided it is rescheduled before the original scheduled arrival date, payment is made for any rate increase, and the new arrival date is within 1 year. Mgt. Co. reserves the right to cancel reservations and refuse service to anyone, to the extent permitted by law. Travel Insurance is recommended.

Cancellation and Changes. There are no refunds for cancellations. Changes require approval and a \$250 fee.

Late Check-Out Fee. Guests who check-out after the designated check-out time or fail to fully vacate the premises, including the dock, will be charged \$500 for each 4 hours or portion thereof of late checkout.

Additional Charges and Forfeiture. Guest is not entitled to a refund, partial or otherwise, if removed or ejected from property for violation of this agreement. Guest will be charged what is agreed to be a nonpunitive amount as listed below for the following occurrences:

- \$500 per week for each unauthorized animal or each 4 hours or portion thereof of late checkout.
- \$500 for failure to follow departure instructions located within the unit.
- \$350 per week for each invitee or licensee who is unauthorized or in excess of the occupancy limit, \$350 for failure to return keys, passes, fobs etc., violating terms concerning pool equipment, air conditioning, smoke detectors, outdoor furniture, cleaning including for dirty dishes, grills, and leaving trash or other items to be disposed, unreturned beach passes, and the non-emergency use of fire extinguishers.
- The invoiced amount plus \$250 to remedy fines issued, replacement of missing items, damages not covered by the Damage Waiver, stains, bed bug treatment, long distance phone calls, odor removal caused by smoke or otherwise, and pay-per-view purchases.

Grievance Policy

Please contact us immediately with any complaints or concerns and we will do all we can within our policies and reason to accommodate you. That's our guarantee! Guests have a duty to report any complaints and allow a reasonable time to cure.

Pool & Water Policies

Water Safety. Running & diving are prohibited. Children, elderly, and other at risk persons of any age, are not allowed in the area of the pool, spa, or other water without supervision. When available, safety netting, pool alarms, and gate latches must be used at all times and doors must be kept closed & locked. Any safety concerns, including if any equipment, pool alarms, safety netting or locks, are not working properly must be reported immediately to Mgt. Co. **Pool Heat.** Pools may not heat to Guest's desired temperature during colder weather and may take up to 48 hours to reach maximum temperature. Pool heat is only available November 15 to April 15. There are no refunds for dissatisfaction with pool heat.

Docks & Boats

Guest must verify water depth and dock length and available trailer storage at Keysrentalonline.com. Trailers on SOME OF the properties are prohibited except when the Mgt. Co. can and does provide written permission.

Animals

Pet Policy. Pets are not allowed, except dogs in select homes, when specifically authorized by Mgt. Co.; subject to size & breed limitations; the completion of a Pet Form; and, payment of the pet fees as listed on Keysrentalonline.com. Barking and unleashed dogs are prohibited. Dog waste must be cleaned up. **Emotional Support Animals (ESA's).** ESA's are subject to the pet policy. **Service Animals.** "Service Animals" as defined by §413.08, Fla. Stat. (2017) are exempt from this section. A person who knowingly and willfully misrepresents herself or himself as using a service animal or being qualified to use a service animal commits a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083. **Removal.** The Mgt. Co. reserves the right to remove any animal for inappropriate behavior.

Noise

Residential Area. The Property is a residential neighborhood. Excessive noise at a level that disturbs the neighbors is prohibited. **Code-Enforced Quiet Hours.** Compliance with Code-Enforced Neighborhood Quiet Hours of 10 PM-7 AM is required and the Guest is responsible for any fines resulting from a violation.

Health and Safety Concerns

Lead. There are no known lead-based paint hazards on The Property. **Wildlife.** Florida wildlife may pose a danger so approach all wildlife & outdoor areas with caution. **Bed Bugs.** The Property has been inspected to ensure no bed bugs are present, so the presence of any bed bugs is presumed to have been caused by Guest unless Guest provides clear and convincing proof otherwise. Guest must vacate the property immediately without refund and pay for treatment to remove the bed bugs. **Allergens and Aggravants.** Houses are cleaned according to usual and customary accommodations standards by Mgt. Co. Guest assumes responsibility to remediate any symptoms resulting from allergies or aggravants, including but not limited to coughing and sneezing. Odor from seagrass, etc. is unavoidable. **Smoking and Vaping.** Smoking and vaping are prohibited on the Property, including outside. **Fireplace Usage.** All guests and third-party invitees are strictly prohibited from using any fireplace located on the Property. **Candle Usage.** Guests are prohibited from using candles, including outside. At Risk Persons. Children, elderly, and other at risk persons of any age, are not allowed near fire pits, grills. See also Pool & Water Policies.

Notice

Notice to Coco Plum Vacation Rentals is proper only if emailed to cocoplumvacation@gmail.com and to Guest at the listed email address.

Property Access and Use

Access by Mgt. Co. Mgt. Co. and its agents may enter the Property as necessary to protect or inspect The Property; for repairs or services; for viewing by prospective buyers, or for emergencies. Notice must be provided to extent reasonable under the circumstances. **Commercial Use.** Commercial use of the Property is prohibited, including but not limited to, public events or productions. **Air Conditioning.** Guest cannot set the Air Conditioning below 74° (78° when out) or the Heat above 74° (70° when out), change the fan from *Auto*, leave any doors or windows open, or leave the blinds open. **Safe Use.** Guest shall comply with all laws and rules affecting it. Fireworks, grills, open flames, intoxication by occupants, and inherently dangerous activities are prohibited. Fire extinguishers must be used appropriately. Report chirping alarms, as they indicate low batteries in safety devices. Furniture cannot be taken outside or rearranged. Alarms and smoke detectors cannot be tampered with. Use the overhead stove fan when cooking to avoid accidental activation of smoke detector. The quiet enjoyment of neighbors must not be disturbed. **Social Functions on the Property.** No parties, groups, gatherings, events, or other social functions are allowed unless specifically authorized by Mgt. Co. Upon a violation of this term, Guest agrees to vacate the Property, or be subject to removal by police. **Boats, RV's, Etc.** Non-passenger vehicles on the property are prohibited except when the Mgt. Co. can and does provide written permission. **On-Site Services.** Any on-site services outside of those provided by Mgt. Co. require written consent by Mgt. Co. before being allowed on the Property. **Maintenance.** Property will be inspected prior to Rental Period, to ensure that the Property is clean, and in good repair. Guest must provide notice of any problems within 24 hours of discovery or the time a reasonable person would have discovered the problem, or Guest waives any related claims. Responses shall be made as Mgt. Co. reasonably deems appropriate. Absent gross negligence by Mgt. Co., faulty equipment, appliances, internet & phone services; bugs; noise, a warm refrigerator, a cold pool, or; inclement weather, and other similar complaints do not constitute breach of contract. Service charges resulting from a false report by Guest, as reasonably determined by a service provider, shall be charged to Guest. **Cleanliness.** There is no daily maid service. **Garbage.** Guest must keep trash and recyclables separated by the designated bins. Guest must take trash and recycling to the curb the night before assigned pickup days and return them to the house the day after. Failure to do so will result in a fine. Guest must clean the grill. Garbage pickup days are listed in the house in the binder. Guest should consult the house directory for exact dates and questions. **Departure.** Upon departure, Guest must adhere to departure instructions located in the binder.

Party Responsibility

Risk of Loss. Each Party shall be responsible for loss, damage, or injury caused by his/her/its own negligence or willful conduct, or concerning Guest, also caused by members of Guest's party and Guest's licenses & invitees. **Insurance.** Each party must carry appropriate insurance. **Lost or Stolen Property.** Mgt. Co. is not responsible for lost or stolen property. Guest agrees that personal property left on Property at the end of Rental Period shall be deemed abandoned if good faith attempts to return it fail. **Default Status of Persons.** Guest agrees that all persons on Property have transient status pursuant to § 82.045 Fla. Stat. (2017). **Grounds for Removal.** Guest agrees The Mgt. Co. has the right to remove any persons in violation of § 509.141 Fla. Stat. (2017). And, Guest agrees to vacate and agrees the Mgt. Co. has the right to remove Guest and Guest's party for breach of this agreement. **Remedies.** The sole remedy for failure to provide reserved accommodations is a prorated refund. There are no free upgrades due to unavailable accommodations. **Waivers.** Mgt. Co. warrants property quality only to the extent it satisfies legal and contractual requirements, notwithstanding any pictures and presentations otherwise which, despite Mgt. Co.'s reasonable efforts otherwise, could be construed as not being not as described. And Guest waives his or her right to claim the property was not as described. **Replacement Cost.** Guest will be charged for replacement cost and administrative fees required as a result of Guest's breach, negligence or willful conduct.

Legal Terms

Entirety. This is the entire agreement, superseding all related previous negotiations, agreements, & UCC implied terms. **Headings.** Headings are solely for convenience, do not constitute part of the agreement, and do not affect its interpretation. **Interpretation.** This agreement shall not be

construed in favor of the non-drafting party. **Modification.** Only Kelly Willey has authority to modify this Agreement, which must be in writing. **Assignment.** Any attempted assignment, delegation, or sublease of this Agreement is invalid. **Severability.** If any provision of this Agreement is invalid or unenforceable under governing law, it shall, to the extent possible, be construed or applied in such a manner as will permit enforcement; otherwise this Agreement shall be construed as if that provision had never existed. **Warranties.** No warranties exist unless expressly stated herein. **Discretion.** Mgt. Co. has sole discretion concerning determination of breach or remedy, subject to good faith and adherence to usual and customary practices in the vacation home market. **Reliance.** Guest acknowledges that Guest has not relied upon any current or prior representations or understandings and waives any related rights or claims. **Performance.** Mgt. Co. is excused from performance when made impracticable by the occurrence of a contingency, the non-occurrence of which was a basic assumption on which the contract was made. **Waiver.** No breach of this Agreement will be waived without the express written consent of the Party not in breach. **Remedies.** The exclusive remedy for breach of this contract is limited to actual financial losses, and, as governed in this agreement, reasonable attorneys' fees & costs, which is agreed to be an adequate remedy. Regardless of the failure of the exclusive remedy, Mgt. Co. will not be liable for consequential damages. **Liquidated Damages.** The parties agree liquidated damages in this agreement constitute non-punitive and difficult to forecast damages. **Chargebacks.** Guest waives any right to dispute a credit or debit charge, request or demand a chargeback, or dispute that a detailed item description was provided, contact information was clearly and prominently displayed, and grievance policy instructions were provided. **Litigation Terms.** For litigation between the parties, unless subjected to arbitration, the Sixteenth Judicial Circuit of Florida shall be the exclusive forum for any claims related to this agreement unless there exists exclusive Federal jurisdiction, in which case it shall be the U.S. Dist. Ct. for the Southern Dist. of FL. Claims shall be governed by the laws of FL to the exclusion of all other laws, conflict of law principles, and legal theories. The parties waive all rights to a jury trial. **Attorney's Fees.** The Mgt. Co. shall be entitled to reasonable attorneys' fees & costs from the Guest for defending chargeback demands, negative public, social media, BBB claims, administrative, or other complaints and arbitration, litigation arising out of this agreement or otherwise. **Hold Harmless & Defend.** Guest agrees to hold harmless and defend Mgt. Co. and its agents against any third-party complaints. **Indemnity.** Guest agrees to indemnify Mgt. Co. for the reasonable cost to defend and any payments made to settle any third-party claims including those made by members of the Guest's party and invitees & licensees of Guest on the Property. **Third Party Beneficiaries.** No party has third-party beneficiary rights under this agreement as any benefits received are merely incidental. **Data Usage.** Guest consents to the use by Mgt. Co. of its data, subject to governing law.

Limited Damage Waiver Terms & Conditions

The Waiver is part of the rental agreement. The maximum benefit is \$1500. Damage or theft resulting from the following are not covered: Acts of God • Intentional Acts • Gross negligence or willful and wanton conduct • Any cause, absent notice immediately upon discovery • Normal wear and tear • Theft without a valid police report • Damage caused by any animal, motor vehicle, watercraft, BBQ grills, candles, cigarettes, vape pens, other smoking devices, or any cause in breach of this agreement. All claims of theft or damage will be administered by the staff, which has sole reasonable authority to determine the nature & extent of damages, necessary repairs, and eligibility for the waiver of liability described herein. The Damage Waiver is not a form of insurance. Mgt. Co. does not guarantee full coverage for Guests. Guest understands that he/she is fully liable for any costs of damages not covered by the Damage Waiver program.

Travel Insurance

Travel Insurance is available by calling The Mgt. Co. or Rental Guardian Insurance.

Guest agrees to have informed consent of all members of Guest's party to be bound by the terms of this agreement.

Guest

Date

On Behalf of Mgt. Co.

Date



Coco Plum Vacation Rentals, LLC Dog Addendum to Rental Agreement

Dogs are permitted in rental home only as arranged in advance. Addition of any other dog is prohibited without prior approval. You are solely responsible for any damaged or personal injury caused by your dog.

To bring your dog(s), guest(s) must represent the following terms:

1. Send us a photo of the dog(s).
2. Guest represents to promptly report any damage caused by dog(s).
3. Guest represents to pay any costs for damage done by dog (s).
4. If damages are not reported but are found by owners/agent, it will be documented, and necessary replacement or repair costs will be charged to guest(s) credit card on file plus a processing fee of \$50.
5. Guest represents that their dog is housebroken. Guest always represents to keep their dog under control.
6. All dogs must be up to date on rabies vaccinations and all other vaccinations. Heartworm preventative is highly recommended.
7. All dogs are to be treated with Advantage or similar topical flea and tick repellent three (3) days prior to arrival. Fleas and ticks are very rampant in this area and can cause harmful/fatal illness to humans and dogs. All items above are the sole responsibility of the dog's owner.
8. **Guest represents that the dog(s) will not get on the furniture or bedding. There will be a minimum \$150 additional fee if dog hairs are found on the furniture or bedding. Fees may be more if bedding needs to be replaced.**
9. Guest represents that dog(s) will be rinsed of sand & dried thoroughly before entering the unit. Dog towels are provided & must be washed, dried and returned to the proper spot before check-out. Guest linens & towels should never be used on your dog!
10. Guest represents that dog(s) will not be washed in the bathtubs or showers inside the unit. This must be done in the outside shower or with the hose in the carport.
11. Guest represents to adhere to local ordinances, leash laws and licensing requirements.
12. Guest represents to clean up after their dog(s) & dispose of their dog(s) waste promptly.

13. Guest represents to keep dog(s) from being noisy or aggressive, and from causing any annoyance or discomfort to others. Guests will remedy any complaints immediately.
14. No personal dog beds or other such items should be put in the washer or dryer!
15. Repairs to any screening will be assessed at labor charges for rescreening if your dog(s) break through the screen for any reason.
16. All excess dog hair will be swept, vacuumed, or otherwise picked up by guests and removed from the inside of the unit prior to departure.
17. "Vicious or Dangerous Dogs" trained for dog fighting or with any tendency or disposition to attack any dog other domestic animals or humans without provocation, are not permitted at any time. Any dog with a recorded history of biting is strictly prohibited.
18. Bringing a dog(s) other than the one(s) listed below into the rental unit will result in a \$350 charge to your credit card on file.
- 19. Bringing a dog(s) to a Non-Dog friendly rental will result in immediate ejection, and a charge of \$350 plus all fees.**

By signing below, I agree to adhere to these terms, certify the only animals in the property are listed and agree to the fees. Coco Plum Vacation Rentals reserves the right to deny any breed or size of dog(s).

Please complete all of the options below, if you are NOT bringing a dog please enter "NA"

Dog(s) Information:

My dog(s) is a (breed):	Weight
My dog(s) is a (breed):	Weight
My dog(s) is a (breed):	Weight
My dog(s) is a (breed):	Weight

You may not bring more than 4 dogs!

Guest signature

Date

Your dog(s) is not accepted until signed by Coco Plum Vacation Rentals, LLC.

Coco Plum Vacation Rentals

Date