

Vacation Rental Agreement

Thanks for choosing *Coco Plum Vacation Rentals*. We look forward to welcoming you! Use this Agreement to complete your reservation, then we will send your arrival instructions.



PARTIES. This Agreement is between *Coco Plum Vacation Rentals* and its agents (“VRM”) and _____ (“Guest”).

GENERAL TERMS. Terms include those in this agreement (“Agreement”); the pet form, departure instructions, any online agreement or terms, confirmation; any directions, instructions (check-in, checkout...), house rules, & similar documents; any condominium or homeowners’ association rules & applications, including required approvals; and, any options, optional agreements, and waivers. Should any conflicts arise, the terms of this agreement control.

PROPERTY (“PROPERTY”).

Address: _____ Bedrooms | Bathrooms: ____ | ____
Check-In Date: _____ at 5 PM Checkout Date: _____ at 10 AM
General kitchen wares & utensils, 1 towel/ guest, and 1 set of bed linens/bed included. See [keyrentalsonline.com](https://www.keyrentalsonline.com) for more details.

PAYMENTS & CHARGES. Payment & charges are in accordance with any online agreement and terms below.

Payment Method. Major credit & debit cards accepted.

Payment. 50% is due at the time of reservation. Reservations made within 60 days of the Rental Period require payment in full.

Balance. The balance is due 60 days prior to the Rental Period and will be charged to the credit card on file.

Non-Payment. Non-payment will result in a cancellation of reservation and a cancellation fee in the amount of the deposit paid. **Cancellation and Changes.** There are no refunds for cancellations. Changes require approval and a \$350 fee.

Limited Damage Waiver. \$119. Applies to all reservations. See details below.

Pool Heating or Chilling. When available, \$250 plus tax. \$325 if added later.

Travel Insurance. Travel Insurance is available for an additional fee and can be added at the time of booking. **Initials** _____

Credit Card Documentation & Authorization. Copy of Guest’s credit card & driver’s license must be sent to cocoplumvacation@gmail.com to complete reservation. Guest authorizes VRM to charge card on file for additional charges & penalties based on this agreement. **Signature** _____

Chargebacks & Refunds. Guest waives any right to dispute a credit/debit card charge or request a refund from the platform, and agrees to the use of the alternative grievance, litigation, and arbitration policies in this agreement. **Initials** _____

Florida Innkeepers Statute and Fraud Disclosure. If the property is uninhabitable or VRM materially breaches or misrepresents the condition of the property, Guest is entitled to vacate the Property & receive a prorated refund & agrees to waive any right to compensation unless the Property is vacated. However, if Guest remains then disputes a credit card charge, Guest is guilty of a felony, pursuant to 509.151, Fla. Stat. (2021). **Initials** _____

Cancellations & Changes. A fee in the amount of all payments received applies to all cancellations, for non-payment, & for not occupying the Property. Changes, when available, require a \$350 fee, plus any rate & fees increase. Reservations are canceled without refund if Guest provides false information when reserving. There are no refunds for unused days, unmet expectations, problems with the property (unless rendered useless), bad weather, natural disasters, or personal or other reasons. Rescheduling will be permitted, but not refunds, when required by law, due to a mandatory evacuation of the property or legally defined impracticality, impossibility, or frustration of purpose, provided the reservation is rescheduled before the original rental period, payment is made for any rate & fee increase, & the new arrival date is within 1 yr. VRM reserves the right to cancel reservations & refuse service to anyone, to the extent permitted by law.

NOTICE. Smart home technology is used to ensure policy compliance by Guest & may include the following remotely monitored devices: Thermostats, door locks, pool/spa heater controls, decibel meter, & video surveillance including front door & pool area. **Initials** _____

Coco Plum Vacation Rentals
10875 Overseas Hwy #110 | Marathon, FL 33050
305-390-2315 | 305-289-2271 (fax)

OCCUPANCY. Maximum occupancy is listed on the property page on keysrentalsonline.com. Applies 24/7. Guest must be at least age 25 (or active military), and an occupant of the Property. Additional Members of Guest’s Party (list age only, if under age 14):
ENTER A ZERO IF NOT APPLICABLE

<u>Name</u>	<u>Name</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

VEHICLES. Not to exceed the amount listed on the property page on keysrentalsonline.com. **If a rental car just type “RENTAL”**

<u>Make</u>	<u>Model</u>	<u>License Plate Number</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

ADDITIONAL CHARGES AND FORFEITURES. Guest is not entitled to a partial or full refund if removed from the Property for a violation of the Agreement. Guest will be charged what is agreed to be nonpunitive amounts as follows:

- \$500 for each unauthorized animal or each 4 hours or portion thereof of late checkout.
- \$150/person/day or portion thereof if unauthorized or over occupancy limit.
- The invoiced amount plus \$100 (or \$100/hr. or portion thereof for staff hours) for odor removal due to smoke or otherwise, fines/citations/penalties, replacement of missing/moved items, damages not covered damage waiver, stains, bed bug treatment, technical support, long distance phone calls, pay-per-view purchases, tampering with equipment (pool [a crime], pool alarm, air conditioning, smoke/fire detectors & extinguishers), failure to return keys/passes/fobs, failure to keep pool gates & doors secured, extra cleaning (including due to illness), and similar acts & omissions.

GRIEVANCE POLICY. Please contact VRM immediately with any concerns. We guarantee we’ll do all we can within policy & reason to accommodate you. Claims are waived unless reported within 24 hours of discovery & a reasonable time to cure provided.

POOL SAFETY AND POOL HEAT. Pool 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. There are no refunds for dissatisfaction with pool heat. Initials _____

ANIMALS. Pet Policy. Pets are not allowed without written permission from VRM & payment of a \$250 fee and are not allowed in the pool. **Emotional Support Animals (ESA’s).** ESA’s require a written request at time of reservation & official documentation (from a doctor or the government) of a diagnosed disability, unless readily apparent. **Service Animals.** Service Animals, defined by §413.08, Fla. Stat. (2022), including animal in training, require a written request at time of reservation. No documentation is required but a person who knowingly misrepresents him/herself as being qualified to use an ESA or service animal commits a 2nd degree misdemeanor, punishable pursuant to 775.082-083, Fla. Stat. (2022). **Removal.** VRM can remove any animal for inappropriate behavior.

NOISE. The Property is a residential neighborhood. 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 & Radon. There is no known lead or radon hazards. **Wildlife.** Florida wildlife can be dangerous. Be cautious. **Bed Bugs.** The Property was inspected, no bed bugs were present, & bed bugs were not reported by the previous Guest. Therefore, any bed bugs are presumed to be from Guest, absent clear & convincing proof otherwise. If found, Guest must vacate the property immediately without refund & pay for bed bug treatment. **Allergens and Aggravants.** Properties are cleaned according to professional standards. Guest assumes responsibility to remediate any symptoms resulting from allergies or aggravants, including mild mold problems. **Smoking and Vaping.** Smoking & vaping are prohibited on Property, incl. outside.

NOTICE. Notice to VRM is proper only if emailed to cocoplumvacation@gmail.com and to Guest's email address of record.

PROPERTY ACCESS AND USE. Supplies. Only basic supplies are provided. **Air Conditioning.** Setting air conditioning below 72° or heat above 74°, changing fan from *Auto*, or leaving doors, windows, or blinds open is prohibited. **Access by VRM.** VRM may enter the Property as reasonably necessary to inspect & service and for real estate purposes. Reasonable notice is provided, absent urgency. **Social Functions.** Parties, groups, gatherings, events, etc. are prohibited & a violation will result in removal of all persons by law enforcement & cancellation without refund. **Maintenance.** Responses are made as VRM reasonably deems appropriate. Absent gross negligence by VRM, faulty equipment, appliances, cable, internet & phone services; temporarily interrupted utility service, bugs, noise, construction, a warm refrigerator, wear & tear, a cold pool, inclement weather, a need for spot cleaning, and other similar immaterial problems are not material breach. Service charges resulting from false reports & Guest-caused problems are charged to Guest. **Default Status of Persons.** Guest agrees to not take any action to establish non-transient status & waives defenses to all persons on Property having transient status pursuant to § 82.045 Fla. Stat. (2017). **Grounds for Removal.** Guest agrees VRM has the right to remove any persons in violation of § 509.141 Fla. Stat. (2017) or otherwise in breach of this agreement, and that Guest will receive no refund and waives any statutory or other right to a refund.

DOCKS AND BOATS. Guest must verify water depth and dock length at Keysrentalonline.com. Trailers are prohibited without written permission from the VRM can and does provide written permission.

PARTY RESPONSIBILITY. Risk of Loss. Each party is responsible for loss, damage, or injury caused by his/her/its own negligence or willful conduct, & concerning Guest, caused by Guest's licensees & invitees. **Insurance.** Each party must carry appropriate insurance. **Lost or Stolen Property.** VRM is not responsible for lost or stolen property. An item left at Property is deemed abandoned if an attempt to return it for a reasonable fee fails. **Remedies.** The maximum remedy for failure to provide reserved accommodations is a prorated refund. There are no free upgrades due to unavailable accommodations. **As Is Condition.** The property is rented "as is." VRM warrants only that the property satisfies legal & express contractual requirements, notwithstanding any pictures & representations otherwise, which were provided in good faith but may not reflect wear & tear and minor cleaning issues. Guest waives any claim the Property was not as described. **Cleanliness.** There is no daily maid service. **Garbage.** Guest must keep trash and recyclables separated by the designated bins and take trash and recycling to the curb the night before assigned pickup days, as listed in the house binder. Guest must clean the grill and refill the propane if empty. Guest should consult the **Departure.** Upon departure, Guest must adhere to departure instructions located in the binder.

LEGAL TERMS. Entirety. This is the entire agreement, unless provided otherwise herein, superseding all related previous negotiations, agreements, & UCC implied terms. **Headings.** Headings are solely for convenience. **Interpretation.** This agreement will not be construed in favor of the non-drafting party. **Modification.** Only Jim Willey has authority to modify this Agreement, and only in writing. **Assignment.** Attempted assignment, delegation, or sublease by Guest is invalid. **Severability.** If any provision of the Agreement is invalid or unenforceable, it will be construed as will permit enforcement; otherwise, the Agreement shall be construed as if that provision never existed. **Warranties.** No warranties exist unless expressly stated herein. **Discretion.** VRM has sole discretion concerning determination of breach or remedy, subject to good faith & adherence to usual & customary practices in the vacation home market. **Reliance.** Guest acknowledges that he/she/it has not relied upon any representations or understandings & waives any related rights & claims. **Performance.** VRM 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 Agreement was made. **Waiver.** No breach of this Agreement will be waived without express written consent of the nonbreaching party. **Indemnification, etc.** Guest shall defend, hold harmless, & indemnify VRM, & its affiliates, respective officers, directors, agents, & employees from any 3rd party claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees & costs, arising out of, or relating to the Agreement, incl. for pre & non-litigation legal fees, & claims by Guest's invitees & licensees. **Remedies.** The maximum remedy for breach or other actions connected to the Agreement, unless expressly provided otherwise herein, is actual direct financial losses, & as governed herein, reasonable attorney's fees & costs, which is agreed to be an adequate remedy. Regardless of the failure of the exclusive remedy, VRM is not liable for consequential & incidental damages. **Liquidated Damages.** The parties agree liquidated damages herein constitute non-punitive & difficult to forecast damages. **Arbitration.** The parties agree to settle any disputes over \$15,000 by binding arbitration. AAA rules apply unless in conflict with terms herein **Forum.** The 16th Jud. Cir. of FL shall be the exclusive forum for any litigated claims related to this agreement. **Choice of Law.** Claims are governed by the laws of FL, to the exclusion of conflicting laws, principles, & theories. **Jury & Class Action.** The parties waive rights to jury trials & class action suits. **Attorney's Fees.** VRM is entitled to reasonable attorney's fees & costs from Guest for defending chargeback demands, negative reviews & social media, BBB claims, administrative or other complaints, arbitration, & litigation arising out of this agreement or otherwise. **3rd Party Beneficiaries.** No 3rd party has beneficiary rights from the Agreement. **Data Usage.** Guest consents to use by VRM of its data, subject to law. **Confidentiality.** Guest agrees to not communicate with code or law enforcement regarding their accommodations. **Counterparts.** This Agreement may be signed in counterparts.

LIMITED DAMAGE WAIVER PROGRAM. VRM waives the right to charge Guest for covered damage, which is damage caused by inadvertent acts, subject to the terms which follow. All claims must be reported immediately to cocoplumvacation@gmail.com. Inadvertent acts exclude omissions during reservation period. The maximum benefit is \$1000.00 less a \$50 deductible. Damage or theft resulting from the following are not covered: Acts of God • Intentional Acts • Gross negligence or willful and wanton conduct • Any cause, if not reported promptly upon discovery • Theft without a valid police report • Damage caused by an animal, motor vehicle, watercraft, BBQ grills, candles, cigarettes, vape pens, other smoking devices, & damaged or missing linens & towels, stains & spills, & any cause in breach of this agreement. Claims will be administered by VRM, which has sole authority to determine program eligibility. This is not a form of insurance and there are no 3rd party beneficiaries. Coverage is limited & Guest is liable for uncovered damages.

[Guest consents to a background check incl. social media. Satisfactory results are required.](#)
[Guest agrees to obtain informed consent of all members of Guest's party to be bound by the terms of this agreement.](#)

[For Emergencies, Dial 911.](#)

Guest

Date

On Behalf of VRM

Date



BICYCLES, KAYAKS, DOCKS, PADDLEBOARDS, BOAT LIFTS, AND FLOATING DOCKS WAIVER

I have adequate experience regarding bicycles, kayaks, paddleboards, docks, boat lifts, and floating docks.

I understand I can contact Coco Plum Vacation Rentals for training resources prior to initialing.

_____ I take responsibility for any person on the property, excluding the mgt. co., the property owner, and their agents, to the fullest extent allowable by law, for any damage, injury, or other liability.

_____ Failure to follow safety norms will result in the immediate termination of rights and privileges without warning and without a refund.

_____ I understand docks, lifts, and boats are dangerous, even when using caution, and I accept personal responsibility for damages and injuries caused by my actions or the actions of others on the property, excluding the COCO PLUM VACATION RENTALS, the property owner, and their agents.

_____ I will hold the COCO PLUM VACATION RENTALS, the property owner, and their agents harmless for any damages or injury due entirely or in part to the aforementioned danger, my lack of care, my negligence, the acts of a third party, an act of nature, or any other cause, except for gross negligence on the part of COCO PLUM VACATION RENTALS, the property owner, or their agents, in which case damages will be limited to actual medical expenses incurred.

_____ I will indemnify the COCO PLUM VACATION RENTALS, the property owner, and their agents, for damages and legal fees resulting from any legal action taken by a third party due to my actions or inaction.

_____ This waiver can be severed and modified to the extent necessary to be legally enforceable.

_____ Unclear terms herein will be interpreted based on the intent of COCO PLUM VACATION RENTALS to minimize liability.

Further, I agree to the following specific rules:

_____ I will remove any boat and any other belongs and will not use the dock if there is a severe storm warning or tropical storm watch in effect for the property.

_____ Boats over 30 feet are prohibited.

_____ I will comply with all Florida boating regulations, including Chapters 327 & 328 of the Fla. Statutes, which are available upon request.

Signature

Date

Internal Use

Type of ID: DL/Other:

ID- Number:

Coco Plum Vacation Rentals Dog Addendum to Rental Agreement

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

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

1. Guests agree to keep their dog under control at all times.
2. Guests agree to crate their dog if left alone in the property. If we need to enter the property in your absence we cannot risk having your pet bite our workers. Any dogs that bite our staff will be forced to pursue legal channels. Crates may be available to rent for a small fee.
3. Guests agree to promptly report any damage caused by pet(s).
4. Guests agree to pay any and all costs for damage done by pet(s).
5. If damages are not reported but are found by owners/agents, it will be documented and necessary replacement or repair costs will be charged to the guest(s) credit card on file plus a processing fee of \$250.
6. Guests agree that their dog is housebroken.
7. All dogs must be up to date on rabies vaccinations and all other vaccinations. Heartworm preventative is highly recommended.
8. 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 pets. All items above are the sole responsibility of the pet owner.
9. **Guests agree that the dog will not get on the furniture or bedding. Guest will be charged the costs to replace any and all bedding and furniture that has pet hair that is unable to be removed by normal cleaning and guest will be charged the full cost of cleaning services to attempt to remove the dog hair from all furniture and bedding.** Guests agree 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 pet!
10. Guests agree 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. Guests agree to adhere to local ordinances, leash laws and licensing requirements.
12. Guests agree to clean up after their dog(s) & dispose of their pet(s)' waste promptly.
13. Guests agree 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 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 other than the one(s) listed below into the rental unit will result in a \$550 charge, per pet, to your credit card on file, plus all fees for damages and hair removal.
19. No dogs will be allowed in any swimming pools. Guest will be charged the full cost to remedy the damages this may cause the pool plus a \$350 service fee.

By signing below I agree to adhere to these terms, certify the only pets in the property are listed and agree to the fees.

1. My Dog is (breed): _____ Weight _____
2. My Dog is (breed) _____ Weight _____
3. My Dog is (breed): _____ Weight _____
4. My Dog is (breed) _____ Weight _____

The ability to have a dog in a qualified, dog-friendly property is not a right but a revocable privilege. This privilege may be revoked for violation of any of the standards listed above. Any damage caused by the pet will be the responsibility of the guest whose name is on the reservation.

Pet Owner agrees to indemnify, defend and hold Coco Plum Vacation Rentals and its officers, employees, agents, subsidiaries and affiliates harmless from and against any and all loss, cost, judgments, expenses, attorneys' fees, suits, liabilities, damages or claims for damages (including but not limited to: those arising out of any injury or death to any person or persons or loss or damage to any property and or person of any kind whatsoever and to whoever it may belong to), by reason of any cause arising from Dog Owner's pet being on or about any property managed by Coco Plum Vacation Rentals, including without limitation, any loss, cost, judgments, expenses, attorneys' fees, suits, liabilities, damages or claims for damages occurring as a result of the presence of the pet, damaged caused by the pet or Pet Owner's conduct or control of the pet, breach of this Agreement by the Pet Owner, and/or the performance of this Agreement by Coco Plum Vacation Rentals, its agents, employees or independent contractors.

Pet Owner agrees to defend, promptly and diligently, at Pet Owner's expense, any claim, action or proceeding brought against Coco Plum Vacation Rentals, arising out of or connected with Pet Owner's bringing a pet on or near any Coco Plum Vacation Rentals-managed property. Defense of any such claim will be accepted within ten (10) days after the date the Pet Owner is notified, or if sooner, when the first action in response to any claim is required. Defense will be with an attorney reasonably acceptable to Coco Plum Vacation Rentals. Failure to accept and provide a defense will entitle Coco Plum Vacation Rentals to conduct its defense at the expense of the Pet Owner.

Guest signature

Date

This agreement and the dog(s) are not accepted until reviewed and signed by Coco Plum Vacation Rentals

Signed

Date