

**“DESTIN”ATION BY THE SEA
SHORT TERM RENTAL AGREEMENT**

This Short Term Rental Agreement (the “*Agreement*”) is made by and between Diane Seerey (“*Homeowner*”) and _____ (“*Guest*”) as of the date last set forth on the signature page of this Agreement. For good and valuable consideration, the sufficiency of which is acknowledged, the parties hereby agree as follows:

1. **Property.** The property is located at:
341 Maravilla Drive, Miramar Beach, Florida 32550

The property is furnished and includes sleeping accommodations for nine, fully equipped kitchen, bath towels and bed linens.

2. **Rental Party:** The rental party shall consist of a total # of _____ **persons** (please list names and ages):

Any rental group, regardless of number, which is comprised of underage (under 25 years old) occupants, must have a parent/guardian (not chaperone) staying with the underage occupants during the entire rental stay period. Underage rental occupants (under 25 years old) without a parent/guardian (not chaperone) staying with them will be subject to eviction.

**NO PETS ARE ALLOWED.
NO SMOKING OR TOBACCO PRODUCTS ALLOWED.**

3. **Maximum Occupancy:** The maximum number of guests is limited to **9** persons. Number of occupants is not to exceed those identified in Rental Party #2 above.
All of the units are privately owned; the owners are not responsible for any accidents, injuries or illness that occurs while on the premises or its facilities. The Homeowners are not responsible for the loss of personal belongings or valuables of the guest. By accepting this reservation, it is agreed that all guests are expressly assuming the risk of any harm arising from their use of the premises or others whom they invite to use the premise.
4. **Term of the Lease.** The lease begins at 4:00 p.m. on _____ (“**Check-in Date**”) and ends at 10:00 a.m. on _____. (“**Checkout Date**”).
5. **Rental Rules:** Guest agrees to keep the property and all furnishing in good order and only use appliances for their intended use. Guest also agrees to abide by posted Maravilla community rules and the “**Destin**”ation By The Sea Rental Rules (below) at all times while at the property and shall cause all members of the rental party and anyone else Guest permits on the property to abide by the following rules at all times while at the property.

“Destin”ation By The Sea Cottage Access Code: Last four digits of the telephone number used at booking.

To gain access: **Enter Access Code and press #**

The doors will lock automatically when closed. Ensure all doors are shut when leaving cottage.

ARRIVAL

Smoking **is not** allowed.

Pets **are not** allowed.

All bath, bed and kitchen linens are provided. The cottage will accommodate eight people. Beds in all bedrooms will be made with clean sheets. Sheets, blanket and pillows for sofa sleeper can be found in master bedroom closet. Do not use bath towels/face cloths for removal of make-up as it can be difficult to remove make up stains. Henna tattoo stains cannot be removed from sheets and towels. If damaged, a charge will be deducted from your deposit.

Beach towels **are not** provided. Bath towels are not to be taken to beach or pool.

Initial kitchen and bathroom set up provided: two rolls of toilet paper per bathroom and bar soap; roll of paper towels, dishwasher detergent (1), dish detergent (1), laundry detergent (1), trash bags (2) coffee packets.

No maid service is provided. Broom/dust pan and vacuum are available for use in laundry room.

Do not have windows open and AC/heat running....one or the other.

Food is to be consumed in kitchen and dining room only. Use coasters provided.....placing cups/cans on wood furniture will cause damage. We have found that “red” drinks such as Kool-Aid, Gatorade, red grape juice, etc. easily stain and suggest you avoid these items to eliminate the potential for damage to furniture, etc.

No sitting on upholstered furniture in wet suits/when slathered with sunscreen ☺ . Please do not place wet towels, suitcases, etc. on bed/comforters. Comforters/decorative pillows are to be removed from beds prior to use. Should they need to be cleaned it will result in a charge being deducted from your damage deposit.

Beach service dates for the 2018 season are March 10, 2018 – October 27, 2018. Two beach chairs and a beach umbrella will be waiting for you at the Maravilla beach entrance each day, in season. The beach attendant can provide you information on renting additional chairs, kayaks, boogie boards, paddle boards, etc. if needed.

Beach toys, beach wagon, cooler, tennis rackets, basketball etc. are available for your use in the closet of the bedroom with twin beds. Please clean and return to the closet upon departure.

Please leave sand at the beach. A shower is available at the entrance to the Maravilla complex across from the beach access. A shower is also on the exterior of the cottage near, north side near the trash can.

Parking is available for two vehicles. **Parking on the street or grass is not allowed.** Additional parking is available near the pool and condominium buildings.

No hammocks are to be hung outside of the cottage.

Trash pick-up is Monday and Thursday. If needed, please put the trashcan at the curb by 6:00 a.m. and then place in the enclosure after pick up. There are also trash dumpsters near the tennis courts. **At the end of your stay, please take any remaining trash to the dumpsters.**

DirectTV is available on all televisions in the cottage. It is noted on the back of each DirectTV remote, which television it works. There are Roku boxes in the family room and the master bedroom. There is a Blu-Ray player also available in the family room.

DEPARTURE

Remove all items from refrigerator, and along with any garbage/trash, place in dumpsters near tennis courts. **Please do not leave trash/garbage in the outside trash can.**

Place any dirty dishes in and run the dishwasher. Leave appliances clean.

If ice maker was used, please raise bar to turn off.

If grill was used, please scrape debris from the grill racks, turn off the propane tank and cover grill.

Close and tie patio umbrella.

Leave all linens on beds and used towels in bathrooms for cleaning service to remove.

Turn off all lights, ceiling fans and televisions. Close all blinds. Set the AC to 85 degrees or the furnace to 55 degrees.

Engage security lock on side and back doors.

6. **Access:** Guest shall allow Homeowner access to the property for purposes of repair and inspection. Homeowner shall exercise this right of access in a reasonable manner.

7. **Rental Rate and Fees:**

- a. **Deposit:** A deposit of ½ of the total rental rate is due when booking is confirmed. The remainder of the total rental rate is due on 30 days prior to check in date.

The Damage Deposit shall be refunded within 10 days of the Checkout Date provided no deductions are made due to:

- i. damage to the property or furnishings;
- ii. dirt or other mess requiring excessive cleaning; or
- iii. any other cost incurred by Homeowner due to Guest's stay.

8. **Cancellation Policy:** If Guest wishes to cancel his/her reservation, refunds will be as follows: 100% if cancelled 60 days prior to the Check-in Date, 50% if cancelled 30 days prior to Check-in Date.

If there is a storm or hurricane, no refunds will be given unless:

1. The state or local authorities order mandatory evacuations in a "Tropical Storm/Hurricane Warning area" and/or

- 2. A "mandatory evacuation order has been given for the Tropical Storm/Hurricane Warning" area of residence of a vacationing guest.
- 3. The day that the authorities order a mandatory evacuation order in a "Tropical Storm/Hurricane Warning," area, we will refund:
 - Any unused portion of rent from a guest currently registered;
 - Any unused portion of rent from a guest that is scheduled to arrive, and wants to shorten the stay, to come in after the Hurricane Warning is lifted; and
 - Any advance rents collected or deposited for a reservation that is scheduled to arrive during the "Hurricane Warning" period.

The parties agree to the terms of this Short Term Rental Agreement, as evidenced by the signatures set forth below.

Homeowner Signature:

Guest Signature:

Diane Seerey

Name (print) Diane Seerey

Name (print): _____

Date: _____

Phone #: 636-675-0480

Phone # (during stay): _____