

PINNACLE RENTAL HOMES

TERMS AND CONDITIONS

PAYMENTS:

SECURITY DEPOSIT \$200.00: Due within 7 (seven) days of booking (check, wire-transfer, cash, credit) to confirm your PINNACLE RENTAL HOMES reservation. Any long distance phone charges, un-returned keys, loss or damage to the PINNACLE RENTAL HOMES property can be deducted from your deposit including but not limited to the following: number of guests exceeds that which is listed on the rental contract, excessive cleaning/laundry or rearranging furniture that has been moved, replacement of missing items from unit (including beach towels), soiling of towels, linens and carpets, costs of cleaning beyond the normal out clean fee, costs to replace keys and misuse of items belonging to the property.

PAYMENT: One night reservation fee is non-refundable. Full/balance payment is due no later than 60 (sixty) days prior to check-in date. Christmas and Summer bookings require full/balance payment no later than 90 (ninety) days prior to check in date. Please note particular Home Owners do have different set time-frames in which full funds/deposits are due. If booking/payment is within 30 (thirty) days of check-in date, the funds need to be paid in "cash" form such as a bank/cashier's check, traveler's check, or money order. If payment is not received by the due date, the agency has the right to cancel the reservation. Credit cards subject to a convenience fee of 5%.



CANCELLATION/REFUNDS: All cancellations are subject to a \$100 - \$200 processing fee. All cancellations must be made in writing (fax or email acceptable). For cancellations less than 90 days, Security Deposit is forfeited. Less than 60 (sixty) days of your check-in date (90 days for arrivals 12/5 to 1/5 and 5/15 to 9/5), your full rent and taxes will be forfeited (unless dates can be re-booked). Security Deposit shall be returned.

PINNACLE RENTAL HOMES TERMS:

PINNACLE RENTAL HOMES. unilaterally and at its sole discretion reserves the right to change or cancel the reservation for any reason with refunds made accordingly, in the event this property becomes unavailable for rent. PINNACLE RENTAL HOMES agrees to use best efforts to secure an equivalent rental property. If this is not possible, PINNACLE RENTAL HOMES reserves the right to cancel this reservation and return all monies to Guest(s).

Guest Agrees to allow PINNACLE RENTAL HOMES and/or assignees the right to enter due to the following:

a) To make necessary or agreed repairs. b) To supply services agreed upon. c) If unit is for sale, we will give you 48 hours advance notice to show the unit at reasonable hours d) In case of an emergency, we reserve the right to enter

at anytime for the purpose of safe keeping or prevention of further damage. Note: Please notify us if you will be absent from the property for more than 2 days.

Landlord Responsibility:

- a) We will give you the right to occupy unit per agreement. b) We will provide and maintain appliances. We will not be liable for interruption of these services that is beyond our control. We will also not be responsible for interruption electricity, water, or gas beyond our control. Please promptly notify us of any problems. You may not end this agreement because of these interruptions.
- b) **UNFORESEEN CIRCUMSTANCES:** If the rental property becomes unavailable or uninhabitable, PINNACLE RENTAL HOMES reserves the right to move a guest to a comparable location accommodating the same number of persons and within the same price range. PINNACLE RENTAL HOMES cannot guarantee availability or comparability of other properties. Owner and PINNACLE RENTAL HOMES are not liable for any acts of nature or major mechanical failure that would prohibit or limit the use of a property.

Tenants Responsibility:

- a) Notify us of any defects or problems. b) Use the unit as a place to live; you may not use it for any filmmaking, photo shoots, unlawful, improper, or offensive purpose. c) Furniture is not to be moved within or from the unit. d) No parties/functions within the rental property e) No animals/pets allowed in the unit or on the property f) No smoking within the unit. g) Please obey all house rules posted in unit.
- b) **VIOLATION OF TERMS OR CONDITIONS OF OCCUPANCY:** When Guest(s) violate(s) any of the terms of occupancy, property rules, community rules or regulations, the guest(s) may be asked to vacate the property by PINNACLE RENTAL HOMES and NO refund will be due to guest(s).
- c) **GUEST RESPONSIBILITY:** The guest whose name appears on the confirmation is responsible for all terms and conditions set forth in this document for them, their guests or others they may have visiting or staying at the vacation rental property during their term of occupancy.

Miscellaneous:

- a) Housekeeping services may be available by request only and will incur additional fees b) This contract is binding and cannot be modified or terminated by a sudden change of circumstance c) Changes: The booking agent must be notified of any changes as soon as possible for which there may be a service charge for each accepted change to the reservation d) You must leave unit on the date and time designated, unless prearranged, and any additional rent must be paid in advance e) Abandoned possessions: We will not be responsible for any of your personal effects left in the unit. We will be glad, if found, to mail them to you and have the right to deduct postage from your security deposit f) If we cooperate with another agency in securing the rental, PINNACLE RENTAL HOMES will not be held responsible for their course of actions g) Unit may not be sublet or assigned without prior consent of PINNACLE RENTAL HOMES.

CLEANING FEE: All properties require departure-cleaning services, and these services are subject to County and State Tax. Guests are responsible for leaving the property in good order before departure for the next guests. Guest shall leave all doors and windows locked and make sure the heat (winter excluded) and lights are turned off upon checkout. With limited time available between guests, guest is required to complete the following:

- b) Return furniture to original locations.
- c) Wash and put away all dishes including those in dishwasher.
- d) Remove all food and trash from home.
- e) Place trash in sealed plastic bags in proper receptacle(s).
- f) Appliances, counters and other surfaces must be wiped clean.
- g) Carpets and floors are to be broom cleaned of excessive debris.
- h) Failure to complete the above will result in extra charges plus applicable taxes that will be deducted from the security deposit or billed to Guest.

Disclaimer:

a) Guest hereby acknowledges the State of Florida is exposed to Hurricane threat. Please refer to our local phone book regarding inundation area and evacuation instructions should a threat occur b) We recommend Travelers Insurance for any unforeseen circumstances. Unfortunately we are not held responsible for any noise pollution including construction outside the perimeter of the property c) Weather in the State of FLORIDA is unpredictable d) Agent acts solely as agent for Owner, the Owner has final authority concerning all matters .e) Environmental Disclosure: Every person reacts differently to various pesticides, chemicals, and molds. Neighbors of the subject property may also use pesticides and chemicals that may affect a person that is sensitive to pesticides and other chemicals. Due to the tropical nature of FLORIDA, many homeowners regularly use pesticides to combat pests in their home, and homes that have not been diligently cleaned and aired out on a regular basis may be subject to mold. If Guests are sensitive to pesticides, chemicals or molds, Guests are urged to investigate this issue prior to their arrival to FLORIDA. Property managers are not experts in pesticides, chemicals or molds and not qualified to make recommendations or determinations concerning possible health or safety issues.

GUESTS FOR THEMSELVES AND THEIR RESPECTIVE HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS, HEREBY RELEASE PINNACLE RENTAL HOMES. AND THEIR RESPECTIVE DIRECTORS, THE OWNER OF THE PROPERTY, OFFICERS, AGENTS, EMPLOYEES, SURETIES, INSURERS, INDEMNITOR, ATTORNEYS, SUCCESSORS AND ASSIGNS FROM ALL CLAIMS, DEMANDS, OR CAUSE OR THING WHATSOEVER RESULTING FROM OR IN CONNECTION WITH THE PROPERTY OF THIS RENTAL CONTRACT, INCLUDING WITHOUT LIMITATION ANY CLAIM, DEMAND OR CAUSE OF ACTION FOR PERSONAL INJURY OR DEATH AND ANY AND ALL LOSS, LIABILITY, COST AND EXPENSE RESULTING FROM ANY CLAIM, DEMAND, SUIT OR CAUSE OF ACTION WHICH MAY BE ASSERTED.

ONCE THE GUEST BOOKS IT IS UNDERSTOOD HE/SHE ACCEPTS THESE TERMS AND CONDITIONS.

CHECK-IN TIME: 4:00 p.m.

CHECK-OUT TIME STRICTLY: 10:00 a.m.