



TERMS & CONDITIONS

Properties are operated in accordance with Chapter 509, Florida Statutes.

RESERVATIONS & PAYMENTS

Pre-bookings

50% of the deposit is due no later than 14 days prior to check-in; with the remaining balance due 24 hours prior to check-in. The final payment will be billed to the credit card on file unless other payment arrangements have been made. Payment of the rental deposit sum to Manager will signify the full acceptance of these rental terms and conditions.

Last-minute reservations

Last minute reservations are those that are booked 7 days or fewer prior to check-in. In this case, 100% of the booking fees are due at time of booking. Payment of the rental fees to Manager will signify the full acceptance of these rental terms and conditions.

Security Deposits

A security deposit could be required at select properties for loss or damage caused to the property and its contents, or if the number of guests in the property reaches a specific threshold relative to the size of the property. The security deposit is paid by credit card with the final balance. Failure to pay a requested security deposit will lead to a cancellation of the reservation. The security deposit will be fully refundable and placed back on your card on file within 2 weeks after checkout, and a satisfactory inspection report.

Check-In & Keys

Check-in time is 4:00 pm. Check-in prior to 4:00 pm must be arranged in advance based on the availability of the property. Once the full balance has been paid the guest will be sent check-in instructions via e-mail. The types of lock and key will vary by property, meaning some locations will have a lockbox with the key inside and some locations will have a digital lock that has a specific code. All entry instructions will be provided to you via e-mail 24 hours prior to check-in. Please be on the lookout for an email from manager@azulbayvr.com. The charge for a lost key is \$50.00.



Initial Arrival Inspection and Pre-Existing Damage Report

The guest is responsible for the cost of any damages sustained to the property, décor, or its contents during the stay, breakages, and any excessive cleaning charges. Smoking is not permitted in the property, pets are not permitted unless it is a specified pet-friendly property and special arrangements have been made with the manager ahead of time. Failure to adhere to this will result in a minimum \$500 charge. The guest(s) must notify the Manager within 4 hours of arrival if pre-existing damage(s), or any broken appliances, dishes, decor, lighting, furniture is found in or around the home. Please notify us in writing immediately and within 4 hours of initial check-in to manager@azulbayvr.com.

Check-Out

Check-out time is no later than 10:00 AM. Late checkouts will be charged \$50.00 per hour past the 10:00 am check out time. You will be charged per additional hour unless a later checkout has been requested in advance & approved by Manager.

Early Departure

There are no refunds for early departures, late arrival times, construction noise, inclement weather, or reduction in the number of nights reserved for any reason.

AGE LIMIT

No reservations can be made, nor units occupied by anyone under the age of 18 unless accompanied by a parent or other legal guardian. Non-compliance will result in denial of occupancy and forfeiture of all monies paid to date. Our enforcement of this policy is absolute.

MAXIMUM GUESTS PER HOME

The number of guests allowed in a rental property is determined by the Florida Fire Code and must be adhered to or you will be asked to vacate the property. The registered guest and parties on this Agreement are the only overnight guests allowed in the property.

ADDITIONAL DAMAGES

Every home has the potential for equipment to occasionally malfunction and we cannot guarantee every aspect of a home to be operational 100% of the time. Manager will attempt to rectify any malfunctioning equipment, systems, or amenities, however, the guest agrees that there are no refunds offered for any malfunctions.



In the event a new issue arises within the rental property during the stay, the guest must contact Manager and we will make every effort to rectify the situation. The guest should not attempt to contact the homeowner, any on-site staff, or association.

In the event the Property becomes unsuitable or unavailable for rent for any reason, including but not limited to, construction, casualty loss, physical deterioration, or loss of utility services, Managers liability will be limited to the return of all monies paid on account at the time of cancellation by Manager.

ADDITIONAL DAMAGES

All monies received will be refunded to the guest within 7 business days of confirmation of notice of cancellation. The determination to return any monies collected for any reason is at the sole discretion of the managers and owners. In the event we have to cancel the reservation; Manager will attempt to locate a similar property. Trip cancellation insurance is highly recommended.

Air conditioning in any property must not be set below 70 Degrees Fahrenheit (21 Degrees Celsius) by the guests. Setting the thermostat below 70 degrees will not cool the property quicker. Setting the temperature below 70 Degrees Fahrenheit may result in the system freezing up. If this occurs the air conditioning will have to be turned off to allow the unit to defrost. The guest will have no air conditioning during this time. If an air conditioner freezes over due to the temperature set too low and an air conditioning technician must be called out, the guest is responsible for the service call and any and all repair costs. Please keep all windows and doors closed during July, August & September. When you are not at the rental property all windows and doors must be closed and locked.

DEPARTURE CLEANING

In all Azul Bay Vacation Rental properties, there is a predetermined cleaning fee, which varies by property. For the duration of your stay and upon your departure all trash must be properly bagged. We request that the recycling program is adhered to, where available, and recyclables must be broken down and placed in the proper receptacles by the guest. The type of receptacles, collection days, and any additional procedures will be provided before or during arrival and vary in each community.



GENERAL TERMS & CONDITIONS

Short Term Rentals

It is expressly understood and agreed that this is a short term vacation rental under the provisions of Chapter 509, Florida Statutes, and is not a lease or other long term residential tenancy agreement. This Agreement is only for the licensed use of the property for the stated term. It creates no property rights for guest(s) and no rights of renewal or for recurring usage. This Agreement is also neither a Time-Share sale nor a Vacation Club.

Use of Vacation Home

By state law, occupancy may not exceed what is posted for each rental property. Maximum occupancy excludes children under three years of age. Only persons listed in this Rental Agreement are permitted to stay in the rental property.

The reservation is accepted and confirmed only for the number of guests listed on the Rental Agreement. Manager reserves the right to cancel the reservation if additional guests are added without prior consent. The rental period will begin and end on the dates as shown in the Rental Agreement. Failure to abide by these rules will render the reservation void and all monies will be forfeited.

The rental property is not to be used to host events, parties, social meetings, or group gatherings. Any guest hosting an event, party, social meetings, or group gathering in the property or exceeding the numbers of authorized guests will be evicted without a refund. If Manager discovers that any upcoming guests are hosting an event, party, social meeting, or group gathering in or around the rental property, Azul Bay Vacation Rentals reserves the right to cancel the reservation prior to the guest's stay. If the stay has to be cancelled due to an event that is not allowed, Azul Bay Vacation Rentals will retain 100% of the collected fees to date.

Use of Vacation Home

Guests are not allowed to use the property for any immoral or unlawful purpose. No drug use in or near the property. Any guest who violates any law or ordinance will immediately terminate occupancy without a refund.

Quiet time is strictly 10:00 PM Eastern Standard Time onwards; guests who do not comply and disrupt the peace and quiet will be required to vacate the property without refund.



Some properties may be equipped with a decibel monitoring device that detects a certain level of noise such as loud music, it also detects when the device is tampered with and sends an alert.

Manager may not manage the adjoining properties. If a neighboring property is breaking the quiet time rules, please contact the neighborhood's security or the non-emergency line at the county sheriff's office.

The guest must abide by all community, city, county, and state parking rules and laws. Guests must follow posted street signs, particularly rules regarding parking as some communities do not allow street parking overnight or require parking in a specific zone. Guests park vehicles at their own risk. Manager is not responsible for theft or damage.

This Rental Agreement may not be assigned, or the property sublet. No locks may be broken, changed, or added; property keys must never be duplicated. For properties that have coded access, the code is not to be shared with anyone outside of your group.

The property must not be used for amateur or professional videos without prior written consent from the owner.

Use of Vacation Home

All of Azul Bay Vacation Rentals properties are for the purpose of vacations. No business may be registered to or operated from the homes by guests, whether on a permanent or temporary basis.

The owner of rental properties may maintain a locked area, including but not limited to garages, safes, & closets in each property for the storage of their personal belongings. These locked areas are not intended for guest use and will not be accessible.

RV Campers, enclosed trailers/tents are not allowed on or near the property, as set forth by the individual community guidelines. Please contact us if you need more than the predetermined amount of parking spaces and, if possible for that location, we will attempt to accommodate any additional vehicles, trailers, or motorcycles.



NO SMOKING

No smoking of any kind including e-cigarettes, or vaping is permitted. Smoking inside will incur a cleaning charge of \$250 plus any damages caused by smoking. Smokers should plan to smoke outside.

PET-FRIENDLY HOMES

Pet-friendly homes will be identified in the property description. If you wish to bring your pet, we must be notified at the time of reservation by paying the non-refundable pet fee of \$50 which can be paid in cash or charged to your credit card to your reservation. If unauthorized pets are discovered to have been in a vacation rental during your stay, a \$250 fee will be charged to the credit card on file for additional cleaning upon departure.

HOA RULES

Guests will be given a copy of the Rules and Regulations where applicable and will comply with all rules. Any fine or violation caused by the guests from the Association will be the guests' responsibility to pay and correct.

LIABILITY

This vacation rental is privately owned and the owner and/or Manager reserve the right to refuse services to anyone. The homeowner and/or Manager will not be held liable for any accidents or injury to guests while staying in the vacation rental. Nor will the homeowner and/or Manager be held liable for the loss of jewelry, valuables, money, or other possessions of any kind. Manager or the owner shall not be liable in respect of loss or changes caused by force majeure e.g. Fire, Flood, Lightning Strikes, Closure of Airports, Weather Conditions, War, Riots, Terrorist Activity, Construction or any other event beyond our control. Manager cannot accept any liability for air conditioning system, telephone, internet or the pool heater or any household appliance breaking down.

In the event that Manager must bring an action to enforce any provision of this agreement, declaratory or otherwise, the guest agrees Manager shall be entitled to collect any judgment, award or decree of any court, arbitrator or other forum's presiding officer, and Manager will be entitled to recover its full costs and disbursements together, without limitation, its full attorney's fees, arbitrator's fees, mediation fees, expert witness' fees, discovery costs, deposition costs,



investigation costs, other legal expenses and all other related expenses incurred in connection with such dispute and any proceeding relating to such dispute, regardless of the amount the court, arbitrator or other forum's presiding officer may adjudge reasonable at trial, arbitration, proceeding, on any appeal of such suit, action, arbitration or other proceedings, and in any bankruptcy proceeding.

SECURITY

Guests will be responsible for their own security while in the property by locking any and all doors, windows, garage doors, etc. Any items left behind by the guests will be held for no longer than 30 days and a reasonable effort will be made to contact the guests for items to be returned. If the item(s) are not claimed within the time frame noted they will become the property of Manager and/or disposed of. Owner and/or Manager shall not have any security responsibilities for areas covered in this agreement. Guests must always remember to lock any doors that lead to a garage or storage unit and any door or window that belongs to the rental. When leaving, guests must make sure to lock all windows, doors, and deadbolt locks.

NO DANGEROUS ITEMS

Items that pose an environmental hazard or a risk to the safety or health of other residents, occupants, or neighbors in owner and/or Manager's judgment or that violate any Applicable Laws may not be stored. Prohibited items include fuel, other than in a properly capped fuel tank of a vehicle or a closed lighter fluid container, fireworks, rags, piles of paper, or other material that may create a fire or environmental hazard. Owner and/or Manager may remove from such areas, without prior notice, items that the Owner and/or Manager believes may constitute a fire or environmental hazard. Because of carbon monoxide risks, guests must not run the motor of a vehicle inside a garage unless the garage door is open to allow fumes to escape.

SUPPLIES

An initial supply of paper products, dishwasher detergent, soap, and basic cleaning supplies are provided in the properties. After those initial supplies have been used by the guests, it is the guests' responsibility to provide any additional supplies they require.



FURNITURE AND DECOR IN THE HOME

Our vacation rentals are furnished and decorated by owners and/or Manager. Please DO NOT rearrange the furniture or items within the rental, DO NOT take any interior decor, or furnishings outside. Damage to any decor, furnishings or anything belonging to the property will be assessed, valued, and the guest will be responsible for paying any and all damage. Manager is not responsible for any changes in furniture or any missing furniture that may occur. Guest expressly agrees to indemnify the owner for any damages or costs to the premises, furnishings, equipment, and household items therein that occur during the guest occupancy.

CAUSE FOR EVICTION

Guests and the entire party is subject to immediate eviction from the property if the guest or parties of the guest violate any terms of this Agreement. Cause for eviction includes but is not limited to, violation of the pet provision, smoking, occupancy limits, noise ordinance, or parking. In the event of eviction from the property, the guest shall forfeit all amounts paid and there will be no refund of money.

RADON GAS

In accordance with the requirements of Florida Statutes Section 404.056(5), the following notice is hereby given to Tenant:

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

SUBJECT TO CHANGE DISCLAIMER

All information is believed to be accurate but is not guaranteed. Prices and amenities are subject to change without notice. Manager reserves the right to cancel any reservation if the property is no longer available for rent or in the event Manager deems the property unsafe to rent. If the property you've booked should become unavailable for any reason, we will make every effort to move you into a similar vacation rental.