

RENTAL AGREEMENT For - _____

LIST CHECK IN DATE: _____ & CHECK OUT DATE: _____

1. CHECK-IN TIME IS AT 5 P.M. CST AND CHECK-OUT IS 10 A.M. CST. **Early Check-in or late check-out must be approved prior to day of arrival.** A half-day rent charge will be assessed for all non-approved late check outs.

2. **AGE REQUIREMENT** – No reservations will be made to anyone under the age of twenty-five (25). One (1) guardian is required for every four (4) under the age of twenty-five (25). Guardians must occupy the property during the rental and be present at the time of check-in. Underage drinking is not allowed in any of the rental houses. Non-compliance of these rules and regulations will result in immediate eviction with no return of any and all payments made.

3. **SMOKING** - This is a NON-SMOKING house. **If it is determined upon departure that there has been smoking in the house, a \$1,000.00 fee will be assessed.** This determination will be at the discretion of the owner. Guests may choose to smoke on the street curb outside. All cigarette/cigar butts must be removed from property. If butts are found on or around property, an additional \$500.00 fee will be assessed.

4. **PLEASE NOTE: GUEST ARE NOT ALLOWED IN THE MECHANICAL AREA OF THE PROPERTY.** (To the right of the house.) This area is gated for your protection and only designated personnel are allowed in the area. The area has cameras to monitor activity and should a guest be seen in the area there is a \$50 per instance fee for non-compliance with this rule. Should a guest be seen tampering with the equipment in this area they could be asked to leave the property along with an additional \$200 fee. We take our guest safety very serious and there are no exceptions to this rule. If something goes over the pool wall and you need to retrieve it you must go all the way around the property from the left side to reach the item, OR contact us for access to the mechanical area.

5. **Down-payment** – Upon booking, a down-payment of 1/3 OF TOTAL INVOICE (**or VRBO Rate) must be submitted to lock in your Rental Dates.

6. **GUEST DAMAGE INSURANCE** – A Damage Insurance is required by each guest as a cost to each guest booking. This cost is added into rental cost of EMERALD OASIS. The damage deposit will be used to pay unintentional damages. Linens and bath towels as well as some beach towels are supplied at each house. Inventory is done after each guest. Missing towels will be included in this insurance. We do not permit towels or linens to be taken from the houses.

7. **FINAL PAYMENT** – The final BALANCE is due 30 days before your check in date. If you are booking within 30 days of the arrival date, only cash, money order or cashier's check can be accepted.

**** YOU SHOULD RECEIVE WELCOME PACKET 7-14 DAYS PRIOR TO CHECK-IN DATE.**

8. **CANCELLATIONS** – A 30 day notice in January – April and September – December is required for refundable cancellation. 90 days is required during May – August. Cancellations made less than THE 30 days in Jan – April or Sept – Dec and 90 day between May - August prior to the arrival date will be assessed a 75% cancellation fee based on the advance payment. Cancellations within 15 days of arrival will result in a 100% loss of all monies paid at the owners discretion. **A Pro-Rated refund will be applied if there is a mandated evacuation during your stay.**

9. CHANGES TO YOUR RESERVATION – There are no penalties for changing your reservation outside of 60 days prior to arrival if this change can be accommodated by Owner.

10. MONTHLY RESERVATION CANCELLATIONS – Monthly renters must cancel Ninety days (90) prior to check-in. Monthly renters who make a change that results in a shortened stay may be charged a daily penalty for any changes.

11. MAXIMUM OCCUPANCY – The maximum number of guests for this property is 38. Exceeding the maximum occupancy can result in immediate eviction and forfeiture of all money paid. Change in occupancy number can only be approved by owner and may be accessed a fee.

12. NO DAILY MAID SERVICE – Daily maid service is not included in the rental rate.

13. CLEANING FEE – An exit cleaning fee will be added to all reservations, regardless of the number of nights booked. This is applied for cleaning with a separate laundry service fee. Due to COVID guidelines the linen fee is assessed regardless of number of nights booked in order to abide by government related cleaning requirements. A \$150 garbage removal fee will be assessed if garbage is not removed from the house at time of check-out.

14. NEIGHBORHOOD REGULATIONS – Homes located in residential neighborhoods are controlled by Walton County Authorities. There are rules that must be respected. Most violations warrant a fine that the guest will be responsible for paying. Many rental properties prohibit the on-site parking of recreational vehicles, personal watercraft (boats, trailers, jet skis, etc.) and/or restrict the number of motorized vehicles per rental house.

15. NOISE ORDINANCE – Quiet time for all properties is 10:00 P.M. until 7:00 A.M., in conjunction with Florida county ordinances. Please be considerate of your neighbors. Radios, stereos, and all other musical or entertainment devices will be played in compliance with the decibel level. The decibel levels cannot exceed fifty (50) decibels between the hours of 10:00 P.M. and 7:00 A.M. outdoors. Music played inside may not be heard outside of the property with the doors and windows closed. At 10:00 P.M., all guests not staying at the property need to depart from the premises.

16. WEDDINGS / EVENTS – All weddings and/or events are subject to a \$1,500 event fee which will be due upon booking and must have pre-approval by Owner. All events must meet local restrictions, HOA rules and follow noise restrictions. The guests are responsible for any permits necessary for beach weddings. Non-compliance of these rules and regulations may result in immediate eviction with no return of any or all payments made.

17. POOL POLICY – The renter accepts all risk of the pool or hot tub and specifically agrees that no minor will swim unaccompanied by an adult. Diving or jumping into the pool or hot tub may result in head, neck, or spinal injuries. EMERALD OASIS cannot be held responsible for any inconvenience resulting from the pool or hot tub. Pools and hot tubs have electrical/mechanical components. These components can sometimes malfunction. EMERALD OASIS, its Vendors, and the Homeowner cannot be held responsible for any malfunctioning pool or hot tub. Please inform us as soon as possible if your pool or hot tub is not working properly. No compensation will be given for a malfunctioning pool/heater. EMERALD OASIS will do everything in its power to rectify any problems with malfunctioning equipment as quickly as possible. A fee is required to heat pools during spring, fall and winter seasons.

18. FALSIFIED RESERVATIONS – Any reservation obtained under false pretense will be subject to forfeiture of advance payment, deposit and/or rental money, and immediate eviction of guests. This includes age requirements for 'adults per 25 and below guests.

19. **OCCUPANTS** – Prior to your arrival you will supply a list of the occupants for your stay. This list should include names, first and last of all adults and names and ages of all minors. This information will be kept on file should there be any evacuation during your stay for Walton County Emergency Management Response. EMERALD OASIS will maintain this list at a separate location from Rental Property.

20. **ACCOMMODATION** – EMERALD OASIS will be reserved upon the receipt of your deposit **and signed Agreement**. In no event will EMERALD OASIS be responsible for any direct or indirect costs, expenses, fees or other consequential damage resulting from the unavailability of a specific accommodation.

21. **MAINTENANCE** – During your stay, should a maintenance problem arise please report it immediately. We will do everything possible to quickly correct the issue including sending a tech as soon as possible. No refund or rate adjustment will be made for unforeseen failures such as the supply of electricity, water, pool filtration system, air conditioning, television, wi-fi, cable service or appliances.

22. **PETS** – EMERALD OASIS has a NO PET policy. Non-compliance with this rule will result in immediate eviction with no return of any payments or deposits. CONTACT DIRECTLY FOR QUESTIONS.

By making the initial payment for this reservation, I agree to all terms and conditions of this agreement, rental details provided, and agree with the terms of the Liability Waiver. Non-compliance of these rules and regulations may result in immediate eviction with no return of any and all payments made.

Both documents (Rental Agreement & Liability Waiver) must be SIGNED AND RETURNED TO EMERALD OASIS. before confirmation

(RESPONSIBLE PARTY ***Should match RESERVATION Name*)

(Date)

P.O. Box 490
Philadelphia, MS 39350

LIABILITY WAIVER:

- a) Owners, Managers, and Staff of this property are not liable for loss, damage of property, or injury to me or **any** of my guests during my stay on the premises.
- b) I hereby release, waive, discharge and covenant not to sue the owners of this property, its officers, staff, agents, or employees for any liability, claim and or cause of action arising out of or related to any loss, damage or injury, including death that may be sustained by me or to any property belonging to me arising out of use of the house or property.
- c) Indemnification: Guest & their party agrees to indemnify and hold harmless EMERALD OASIS and all owners and employees, from and against all claims, suits, damages, costs, losses and expenses arising from injury to any person or property occurring on or about the Property.

HERE BUY AGREED UPON BY: _____
NAME OF RESPONSIBLE PERSON ON RENTAL

On this date all sections of this rental agreement are accepted: _____

THIS AGREEMENT MUST INCLUDE A COPY OF RESPONSIBLE PERSONS DRIVER LICENSE.

