

## **RENTAL AGREEMENT - General Terms and Conditions**

### **RESERVATION:**

Fifty percent (50%) of base rental amount is required at time of reservation plus a non-refundable reservation fee of \$55.00. We strongly recommend the optional Travel Insurance shown in your quotation for consideration normally paid by most owners in behalf of tenant, also due at time of reservation. A valid credit card number will be required for online or phone reservations. A tentative reservation can be placed without prepaid rent to hold property for up to 3 days but will not be binding unless 50% of advance rent plus reservation fee is received within 3 business days of placement. A Tentative Reservation will also be void if another Reservation comes in for the same time frame and property having immediate rental monies. A valid credit card number is required so that the Owner can reasonably recover cost of damages incurred accidentally or willfully by Guest(s) if not covered by the damage waiver. Please read information regarding damage waiver in detail - this is separate from the Travel Insurance plan. Payment of a reservation may be paid by personal check, money order, cashier's check, VISA, MasterCard, American Express, or Discover. Checks should be made payable to ACP Real Estate, Inc. The remaining rent balance (50%) is required to be paid 30 days prior to arrival. The balance of charges including damage waiver, lodging taxes, cleaning, and other fees that may be required will be due upon arrival. No checks will be accepted for balance due on Arrival unless received two weeks prior to arrival date. Any check returned by the bank for whatever reason will be charged a \$50.00 statutory fee and possible cancellation of Reservation and all rights and privileges hereunder. Meeting the satisfactory standards listed on the check-in/check-out packet will help ensure you will not be charged for any excess damage costs. Late check-outs are not permitted during peak season. During off-season, late checkouts may be considered but must be approved in advance.

### **DAMAGE WAIVER FEE, DAMAGES AND MISSING ITEMS:**

A \$75.00 nonrefundable Damage Waiver Fee is required for all reservations. Manager requires a valid Visa, Master Card, American Express or Discover Card number on file in addition to the \$75.00 Damage Waiver Fee. The Damage Waiver Fee is a nonrefundable Fee that relieves Guests of the cost for ***accidental damage*** to the Rental Property and/or contents, not to exceed the amount of coverage up to \$500.00. The unintentional and/or accidental damage must be reported immediately to management in order for the damage waiver to activate. Accidental damages beyond \$500.00 will be charged to the guest using their credit card on file.

The Damage Waiver Fee does not cover intentional damage, theft, unauthorized entry into the owner's supply closet, unauthorized pets, extensive cleaning required at check-out, smoking, exceeding occupancy limits or parking limits, and any other charges/polices in Manager's Rental Policies and Rental Agreement including any fines imposed on Manager by the City, County, State or Home Owner Association as the result of violation of any law, ordinance, rule or regulation or any fines or costs levied against Guest or visitors of Guest (Excess Damage Costs). Guest will be notified of any Excess Damage Costs by phone and/or in writing. Any Excess Damage Costs will also be charged immediately to the Guest's credit card. Guest, by signing above, assumes full responsibility for any items found to be missing and any damage due to

misuse, negligence or action on Guests or Guests' visitors part, except in the case of normal wear-and-tear reported to Manager within 48 hours of Check-in.

Carpet stains caused by the Tenant that are immediately reported to ACP will be set up for prompt stain removal by a carpet cleaning company of our choice at no cost to Tenant. However, if the stain(s) do not come out, then there may be an additional charge of up to \$500.00 for necessary repairs including possible replacement, which may be required.

### **PAYMENTS:**

If you have secured the rental property with prepaid rent and reservation fee, then it is understood between both parties that you accept the rental terms and conditions as stated in this contract. The payment schedule is as follows:

At time of reservation: 50% of base rent plus, reservation fee and travel insurance as offered

30 Days Prior to arrival: 50% of base rent

Due on Arrival: Any balance remaining including lodging taxes, damage waiver fee, cleaning fee, pet fees and special event fees that may be required. No personal checks will be accepted for balance due on arrival unless received two weeks prior to arrival date.

### **TRAVEL INSURANCE:**

Travel Insurance is offered to help protect your vacation investment. While this insurance is optional, most of our owners are currently paying for the travel insurance in behalf of their tenants as an extra incentive.\*

The Travel Insurance Plan covers the rent and reservation fee paid for the home or condo you reserved. It does not reimburse for the insurance premium regardless of who purchased. Travel Insurance premiums are non-taxable, are non-refundable, and are due with Initial reservation payment regardless of whether purchased by tenant or by owner.

All guests can view a brochure outlining the travel insurance along with the Rental contract on our website, [www.acpinfo.com](http://www.acpinfo.com).

To speak with a Travel Insurance representative, please call our office and we will give you their number.

**Travel Insurance is normally purchased by the participating owners when you make your initial rental payment.\* Once the insurance policy number is received by ACP Real Estate, Inc., it is non-refundable and immediately in effect.**

\* The above does not cover Snowbird rentals as it is the obligation of the tenant to purchase the insurance, not the responsibility or obligation of the owner.

## **CANCELLATIONS:**

If you choose to decline the Travel Insurance normally paid on your behalf by the owner, no monies can be refunded unless the property is re-rented at no financial loss to the homeowner and to ACP Real Estate, Inc. If that occurs, a \$75.00 cancellation fee will be charged. We will do our best to re-rent your reserved accommodation for the same rate and time period but cannot guarantee in any way that a replacement can or will be found. All cancellations must be received in writing, by fax or by Email, at which time the property will be placed as available on our online reservations system. Please note the timeframes below:

## **CANCELLATIONS, DATE CHANGES AND PROPERTY CHANGES\***

1. 30 days minimum notice for condominium rentals
2. 45 days minimum notice for house rentals
3. 60 days minimum notice for monthly rentals

Cancellations, reservation date and property changes occurring less than the stated minimum days required will result in possible forfeiture of initial reservation payment, rent, taxes and fees unless optional Travel insurance is in place and applicable.

*\*Note: See Trip Insurance information above*

## **ACCOMMODATIONS:**

Our rental properties are privately owned and reflect the tastes of its owner(s); therefore, please do not rearrange the furniture. Properties are furnished with linens, grill, coffeemaker, color television, dishwasher, ice maker or ice trays, microwave, pillows & blankets, toaster, and washer/dryer. Only **initial paper goods** are furnished. Every effort is made to assure accurate descriptions with no misrepresentation intended. Substitutions and refunds will not be made upon arrival for any reason.

## **REPAIRS/RIGHT OF ENTRY/REFUNDS:**

Report all inoperative and/or missing equipment to ACP Rental Manager immediately as service must be scheduled and may require ordering parts. Problems will be attempted to be corrected as soon as possible. Priority is given to air conditioners/heat, refrigeration, plumbing, water or electrical problems. To accomplish repairs, Agent or authorized employee, repairman and landlord will have right of entry. No refunds will be issued due to malfunctioning equipment/appliances, mechanical failures of appliances and electronics, interruption/loss of utilities (including cable), damage to Guest's belongings caused by the above, or inclement weather. Some rental properties are also listed for sale and a licensed sales agent may request brief entrance to property to show. ACP will make every effort to contact you in advance to

minimize any disruption to your vacation. If there is an impending hurricane, in which Dauphin Island is in its path, and expected land fall is within 2 days, guests are charged for the days already spent on the island.

#### **GUEST OBLIGATIONS:**

- (a) Reasonable and orderly conduct by all tenants in the leased residence with respect given to the terms of this lease, the property, the law, and the neighbors;
- (b) Guest(s) is/are responsible for damages as outlined under Reservation & Damage Waiver;
- (c) Guest(s) agree(s) to indemnify and save Agency and its employees free and harmless from any liabilities for any loss or damage whatsoever arising from related to, or in connection with rental of the premises, including but not limited to any claim or liability for personal injury or damage or loss of property which is made, incurred or sustained by Guest or guests of Guest except only such personal injury caused by the negligent or intentional acts of the Owner or his Agent. Should any of the terms of this agreement be breached by tenant resulting in legal action on the part of the Agent against Guest(s) and Agent prevails in court or a settlement is reached, Agent shall be entitled to collect from Tenant all costs or said legal action including, but not limited to, attorney's fees.

If renting in a condo and/or gated community which has its own specific rules and regulations, rules of the association must be respected and followed or you will be in breach of ACP's contract as well.

#### **NON-AVAILABILITY:**

Should the home confirmed by Guest(s) become unavailable for any reason, including sale of property prior to check-in date, ACP will inform Guest(s) when non-availability is absolutely certain. Every attempt to relocate Guest(s) to a comparable home will be made unless Guest requests a full refund in which case all monies will be immediately refunded less reservation fee and any travel insurance premium paid. Guest is responsible to pay any rental amount on an acceptable substitute rental home that exceeds the original reservation amount.

#### **OCCUPANCY:**

The lease period begins at check-in, which is **no sooner than 3:00 PM** on arrival date and ends at **10:00AM** on departure date. Rentals are restricted to the specific number of occupants as described/advertised for each property. **ALL RENTALS ARE TO FAMILY GROUPS AND RESPONSIBLE ADULTS ONLY.** ACP will not rent to anyone under 25 (legal photo ID required upon request) and leaseholder must be in occupancy of said unit during the entire lease period. Occasions such as Weddings, Receptions or "Parties" which increase the stated occupancy (even for a few hours) must be requested **IN WRITING** and approved by ACP and Owner prior to the execution of a lease. If the rental unit is a condo and offers swimming pools, guest cannot invite additional guests to come and utilize the facilities during the guest's stay. Failure to fully disclose such occasions is cause for immediate cancellation of lease with

forfeiture of all funds. Rental rate and deposit are subject to increase at owner and agent discretion. Agent reserves the right to deny occupancy, evict and refuse refund to anyone at any time that appears to be detrimental to the property or violates policies outlined herein.

### **TELEPHONE:**

If land lines are available, local calls from leased premises are free; however, long distance calls must be made with credit card or a long distance calling card. Unauthorized long distance charges via phone, fax or computer entail cost of charges plus \$20.00 fee each. Some rental properties do not offer land line phone service where cell phone reception is adequate.

### **LOST AND FOUND:**

Check thoroughly for your belongings before departure. **ACP is not responsible for personal items left in the unit.** We hold recovered items for 10 days only and return (only upon request) for cost of shipping plus a \$15.00 minimum handling fee. Firearms/weapons cannot be returned by mail, we will release to local law enforcement for appropriate actions.

### **AMENITIES:**

Neighborhoods and Condo Complexes with pools have specific rules and regulations. ACP will not be held responsible for any amenities, which are closed for reasons out of our control such as maintenance or inoperable conditions. Use amenities at your own risk. Report all problems to ACP. Shower before using the amenities; no glass containers allowed around pool area; no alcohol use or beverages consumed while in the pool. Unsanitary condition(s) resulting from guest's use requiring water replacement, shock treatment, etc, is at the guest's expense for time to render amenity usable.

### **KEYS:**

Guest(s) is/are responsible for the safe security and return of unit keys. Guest will be charged a \$65.00 re-keying charge for any lost key. Re-keying is for property security.

### **PETS:**

Dogs are only permitted in ACP rental properties that are indicated to be Dog Friendly. A \$115.00 non-refundable fee per dog is required for additional cleanings and pet pest control that may be required throughout the rental season. We do ask that the following rules be followed:

1. Dogs must be current in all vaccinations to Alabama requirements.
2. Please make sure pets are on a pest management system for fleas, ticks and heartworms.
3. Dogs are not allowed on furniture unless using their own blanket or bed.
4. Please remove any dog droppings by picking up after your dog. The yards and beaches are still for human use as well.
5. Please obey the Dauphin Island Leash Law. Further information on the Leash law can be found at Town Hall (251-861-5525).

6. Any damages caused by pets to the property and or household goods will be charged to tenant accordingly. The non-refundable pet fee is not a damage deposit, nor will the Damage Waiver fee charged by ACP apply to pet damages.

Pet(s) in or on the premises of non-pet homes is/are a non-negotiable breach of lease with grounds for immediate eviction without refund and without exception. Your visitors may not bring pets to the premises. No puppies allowed; only domestic, housebroken, non-destructive adult pets shall be considered for properties that allow pets. **Dauphin Island Ordinances require dogs to be leashed at all times when outside the property.**

**There are no condos on Dauphin Island that allow guests to have pets.**

#### **CLEANING/CONDITION OF PROPERTY:**

When possible, a walk-through may be conducted with tenant during or shortly after check-in to review conditions of the property as well as a check-out walk through. If this procedure cannot be done, Guest will be notified in writing, email, and/or telephone within 3 business days if any damage was found to Property and/or contents. Due to a need to professionally clean the Property, Check-in and Check-out times must be strictly enforced, especially during peak season. It is the responsibility of the Guest to leave the Property in a reasonably clean condition and to remove all Guest's property (and trash) upon Departure. During stay, Guest agrees to bag and remove to designated pick-up area all garbage during posted trash collection dates. It is imperative that the Guest place the trash cans at the curb the night prior to the designated collection day and to retrieve the trash can after trash pick-up and prior to the end of the collection day if continuing in the rental unit. Prior to Departure, Guest shall clean all dishes (or run the dishwasher prior to leaving), bag and remove the trash from Property to outside, and start at least one load of linens and towels. If Manager's cleaning service is required to spend more than five (5) hours cleaning the Property or if a trip to the dump is required to haul away excess trash, an additional fee will be charged at \$50.00 per hour beyond the five (5) hours (plus Dump Fees), and will be charged against the credit card on file. **Guest is responsible to ensure the grill is clean and ready to use for the next renter.** Should the guest violate this rule, additional charges may apply.

#### **PARKING:**

Parking is limited to a certain number of vehicles based on available space at each home or condo and any condo association rules. Parking of boat trailers may also be regulated. Call for details. Autos must remain on paved, concrete, gravel or shell surfaces. Do not park on grass or in sand. No parking on streets. ACP Real Estate does not provide towing for vehicles that get stuck in the sand.

**NOISE ORDINANCE:**

Dauphin Island has a "noise ordinance" in effect after dark. All Guests agree to respect the Noise Ordinance and to use common sense in keeping noise volume low after dark. Any police enforcement actions by the City, County or Home/Condominium Association are at the sole risk and expense of the registered Guest and may result in Excess Damage Cost and/or immediate eviction and forfeiture of all amounts paid. Guest is to be mindful that this Property is located in a residential neighborhood or residential condominium. Guest is expected to be courteous to residents and guests, to be respectful of the rights of others, and to not be noisy.

**SMOKING:**

Smoking is forbidden inside the Property. Smoking is only allowed "outside". Evidence of smoking inside the Property will result in immediate eviction and forfeiture of all amounts paid and will result in additional Cleaning Fee to Guest as Excess Damage Cost and will be charged against the credit card on file. Please dispose of any cigarette or cigar butts correctly.

**LIABILITY AND DAMAGE:**

Guest agrees to defend, indemnify and hold ACP Real Estate, Inc. and owner harmless from any and all liability, claims, loss, property damage or expenses, arising by reason of any injury, death or damage sustained by any person, or to the property of any person, in or on the Property during the Term of this agreement, including Guest, additional invitees or visitors of Guest, where such injury, death or damage is caused by a negligent or intentional act of Guest, additional guest or any of Guest's visitors or invitees.

**FALSIFIED RESERVATIONS:**

Any reservation obtained under false pretense will be subject to forfeiture of Monies paid and such party will not be permitted to check in and/or will be subject to immediate eviction with the forfeiture of amounts paid.