

CREATIVE PROPERTIES

404-484-3313 / 678-499-1760

The Blue Turtle Beach House
22430 Sandstorm Lane
Panama City Beach, FL 32413

ADDENDUM A

Please include all guests that will be occupying the property, including children (please list their ages). No guests are permitted in the house or on the premises for any length of time that are not listed on this addendum.

- 1. _____ Age _____
- 2. _____ Age _____
- 3. _____ Age _____
- 4. _____ Age _____
- 5. _____ Age _____
- 6. _____ Age _____
- 7. _____ Age _____
- 8. _____ Age _____
- 9. _____ Age _____

RENTER'S NAME (print) _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____ PHONE _____

RENTER'S DL# _____ STATE _____ DOB _____

EMAIL ADDRESS _____ CELL PHONE _____

CREDIT CARD ACCOUNT (information required regardless of payment method):

NAME ON ACCOUNT _____ BILLING ZIP CODE _____

TYPE OF CARD _____ ACCOUNT # _____

EXP DATE _____ SECURITY CODE _____

Please attach a Xerox copy of the credit card and driver's license listed above.

• Any advance rents collected or deposited for a reservation that is scheduled to arrive during the Hurricane Warning period.

RENT FEE PER NIGHT/WEEK _____ CLEANING FEE _____ 11.5% TAX _____

NUMBER OF NIGHTS _____ TOTAL COST OF STAY _____ DAMAGE DEPOSIT _____

DATE OF ARRIVAL _____ DATE OF DEPARTURE _____

TOTAL NUMBER OF PEOPLE IN RENTING PARTY: ADULTS _____ CHILDREN: _____

CHECK-IN TIME IS 4:00 pm. No early check-ins without prior approval. CHECK-OUT IS 11:00 am.

The cleaning service is contracted to wash and replace linens and perform routine cleaning to the home after the Renter has checked out. Cleaning required above a routine, reasonable amount is subject to additional charges by the cleaning service. In order to keep cleaning costs under control, Renter agrees to complete the Checkout Checklist provided in the Welcome Packet (left in the home for reference and included with this document. Some items of this checklist are provided here for purposes of listing charges that will incur for items left undone:

- 1) Return keys to lockbox (\$75.00 fee for failing to do so)
- 2) Take out all trash (\$25.00 fee if not done)
- 3) Clean BBQ grill (\$25.00 if left dirty)
- 5) Leave house in reasonable condition inside and out - not excessively dirty or furniture/belongings misplaced (\$50 fee or additional amount charged by cleaning service, whichever is greater)

LATE CHECK-OUT: Due to cleaning complications, the first hour is \$50.00 which will be deducted from your deposit, \$25.00 every 15 minutes thereafter.

Renter's breach of any duty contained in this agreement shall result in the termination of the rental without refund. Renter agrees to comply with all obligations imposed in the Vacation Rental Act with the respect to maintenance of the premises, including but not limited to keeping the premises clean and safe and not using the premises for any activity or purpose that violates any criminal law or governmental regulation. **Renter also agrees to pay for any damage to the property during their stay** (either caused by themselves or their Guest).

NOTICE TO RENTERS/GUESTS: This property is privately owned and management reserves the right to refuse service to anyone, and will not be responsible for accidents or injury to guests or for loss of money, jewelry, or valuables of any kind.

I HAVE READ THIS AGREEMENT, I UNDERSTAND AND AGREE TO THE TERMS OF THIS AGREEMENT AND HAVE BEEN GIVEN A COPY. THIS CONTRACT WILL BEGIN ON _____ (today's date) AND END ON _____ (fourteen days after Renter's departure). FAILURE TO COMPLY WITH ANY OR ALL OF ABOVE RULES, RENTER GIVES OWNER THE RIGHT TO MAKE NECESSARY CHARGES TO THE RENTER'S CREDIT CARD NUMBER LEFT ON FILE AND RESORT TO LEGAL ACTION IF NECESSARY, AT THE EXPENSE OF THE RENTER.

RENTER SIGNATURE _____

DATE _____

OWNER SIGNATURE _____ DATE _____

reservation deposit amount, the rent cost, the taxes, and the cleaning fee are added together and then halved. Forty-five (45) days before arrival, the balance of the rental fee and a \$500 damage deposit is due. However, the damage deposit is fully refundable within fourteen (14) days of departure, provided the following provisions are met:

- No damage is done to the premises or its contents.
- Nothing is missing from the premises, inside or out.
- No charges are incurred due to contraband, pets, or collection of rents.
- All trash is put in dumpster; no dishes/food/drink is left in sink or refrigerator.
- All keys are returned to lockbox; doors and windows are locked. NO late check-out.
- No extra charges are incurred for cleaning due to unreasonable condition following Renters' departure.
- The Renter is not evicted by the owner (or representative of the owner), the local law enforcement.

14. Upon being notified by Renter that there is some building defect which is hazardous to life, health, or safety, Owner shall undertake repairs as soon as practicable.

15. This Agreement constitutes the entire agreement between the Renters and Owner. They have made no further promises of any kind to one another, nor have they reached any other understandings—verbal or written.

16. If either party to this Agreement shall bring a cause of action against the other party for enforcement of the Agreement, the prevailing party shall recover reasonable attorney's fees involved.

17. The Renter and Renter's guests shall hereby indemnify and hold harmless the Owner against any and all claims of personal injury or property damage or loss arising from use of the premises regardless of the nature of the accident, injury or loss. Renters expressly recognize that any insurance for property damage or loss which the Owner may maintain on the property does not cover the personal property of Renters, and that Renters should purchase their own insurance for Renters and Guests if such coverage is desired.

18. Whatever item in the Agreement is found to be contrary to any local, state, or federal law shall be considered null and void, and it shall not affect the validity of any other item in the Agreement.

1. PAYMENT – The full payment of the rental fee plus damage deposit is required 45 days before arrival, unless otherwise approved. Please make payments in the form of eCheck (provided with VRBO link) payable to Michael and Teresa Bagwell. **Renters paying with eChecks with insufficient funds will be charged additional \$50 to cover subsequent penalty fees.** For any reservations made less than 45 days of prescribed date, the amount in full is due prior to confirmation of reservation.

2. CANCELLATIONS – A thirty (30) day written notice is required for cancellation. Cancellations that are made more than thirty (30) days prior to the arrival date will incur a \$50.00 cancellation fee. Cancellations or changes that result in a shortened stay that are made within thirty (30) days of arrival date forfeit the full advance payment. Cancellations or early departure does not warrant any refund and/or pro-rate of rent or deposit. Refund or partial refund is at sole discretion of Owner and dependent on successful renting of home to another party for the same time period as the cancellation.

3. FALSIFIED RESERVATIONS-Any reservation obtained under false pretense will be subject to forfeiture of advance payment, deposit, and/or rental money and the party will not be permitted to check in.

4. WRITTEN EXCEPTIONS-Any exceptions to the above-mentioned policies must be approved in writing in advance.

5. HURRICANE OR STORM POLICY-No refund will be given unless:

- The National Weather Service orders mandatory evacuations in a “Tropical Storm/Hurricane Warning” area and/or a mandatory evacuation order has been given for the “Tropical Storm/Hurricane Warning” area of residence of vacationing guests.

The day that the National Weather Service orders 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 who is scheduled to arrive and wants to shorten their stay to come in after the Hurricane Warning is lifted; and

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Cell: 404-484-3313 / 678-499-1760

The Blue Turtle Beach House
RENTAL AGREEMENT

This is a Vacation Rental Agreement. The rights and obligations of the parties (Tenant and Owner) to this agreement are defined by law. Your signature on this agreement, payment of monies or taking possession of the property after receipt of this agreement is evidence of your acceptance of the agreement and your intent to use this property for vacation rental. When more than one individual is a Tenant for the defined time period, the one submitting financial payment to the Owner shall be the one who fills out this agreement.

This AGREEMENT, dated _____, is by and between (DBA) Creative Properties, "Owner" or representative, and _____, "Renter", for rental of the premises located at 22430 Sandstorm Lane, Panama City Beach, FL, 32413. Under the following terms and conditions:

1. That whoever's name appears on this contract is responsible for the actions of all occupants.
2. Violations of any of these conditions will result in immediate eviction, forfeiture of deposit and all rental monies.
3. MAXIMUM OCCUPANCY is limited to nine (9) guests, including children, unless otherwise approved. All guests must be listed on Addendum A. No one else is permitted on the premises, even temporarily, without Owner's prior permission. Breach of this condition without authorization by Owner will result in forfeiture of deposit, rental fees, and eviction. ____ INITIAL
4. DAMAGES are to be reported to Owner immediately. Renter agrees to pay for repairs of all damages, which they or their guests have caused or permitted. ____ INITIAL
5. Renter agrees to notify Owner immediately if anything needs to be fixed or replaced, and if pool appearance changes. Renter agrees to allow pool cleaner access to the pool whenever he comes to service it. ____ INITIAL
6. Renter agrees to permit Pool Cleaning Service access to pool and equipment when they arrive to property. ____ INITIAL
7. We will not rent to vacationing students or singles under 25 years of age unless accompanied by an adult guardian or parent. Violation of this condition will result in immediate eviction and forfeiture of deposit. ____ INITIAL
8. NO organized parties or keg beer. NO RV hook-ups or tents of any kind. Outdoor cooking/fires only in the charcoal grill. ____ INITIAL
9. NO vehicle parking allowed anywhere except Blue Turtle concrete parking area (room for a 3-4 maximum). Cars parked on road or in front of neighboring properties may be towed. ____ INITIAL
10. FIREWORKS or other hazardous materials shall not be used on or around the property. Renter agrees to the financial and legal responsibilities of damage incurred to the premises due to fireworks. ____ INITIAL
11. ANIMALS OR PETS OF ANY KIND ARE NOT PERMITTED for any length of time anywhere on the premises. No exceptions. Violation of this condition will result in forfeiture of deposit. ____ INITIAL
12. NO SMOKING. Renter agrees not to smoke or allow guests to use tobacco or other products inside the premises or anywhere on the property. Violation of this condition will result in forfeiture of deposit. Renter agrees to the financial and legal responsibilities of damage incurred to the premises due to smoking. ____ INITIAL
13. Renter agrees that they will not themselves engage in any illegal activities on the premises nor will they allow others to engage in any illegal activities on the premises insofar as they have the power to stop such activities. ____ INITIAL
14. Renters agree that they will do nothing to the premises nor keep anything on the premises that will result in an increase in Owner's insurance policy or an endangering of the premises. Neither will they allow anyone else to.
15. DAMAGE/RESERVATION DEPOSIT--HALF OF THE RENTAL FEE AND A RENTAL AGREEMENT COMPLETED IN ITS ENTIRETY MUST BE RECEIVED IN ORDER TO BOOK AND CONFIRM YOUR RESERVATION. We can put your stay on the tentative calendar schedule, but our house will not be reserved and held for you until the initial reservation deposit and rental agreement is received. To arrive at the