

BAL Rental Policies 2010-2011

Please read the following information carefully and if any questions arise, contact our office

IDENTIFICATION: For the purpose of this document, the document will be referred to as a confirmation from this point forward. The renter is referred to as a guest from this point forward. The homeowner will be referred to as property owner from this point forward and Beach Accommodations LLC. will be referred to as BAL from this point forward.

CONFIRMATION: Reservations are not considered confirmed until a member of BAL management has approved the booking. BAL reserves the right to audit, adjust, or cancel any confirmed reservation for inaccuracy or misquoted information at no penalty to BAL. Confirmation of rental property can only be established when a deposit is made. All payment and cancellation policies are placed in effect at that time.

PAYMENT TERMS: All final payments must be paid to BAL 30 days prior to arrival by personal check, cashier's check, or money order. Checks must be payable in US funds. No post dated checks accepted. Returned checks will be charged according to Florida Law. There is a \$25.00 fee per returned check.

DEPOSITS: All reservation deposits are due at the time of booking by Visa or Master Card. \$300.00 or 20% of reservation (whichever is greater). All deposits are subject to terms and conditions contained herein.

CANCELLATION POLICY: Any change or cancellation of reservation prior to original scheduled arrival will be subject to the loss of deposit and any advance payments. Cancellation must be made in writing/email to BAL 30 days prior to arrival or more and will result in a cancellation fee of \$95.00, which will be taken from the guest's reservation deposit. Within 30 days prior to arrival, all monies will be retained unless the unit is re-rented at the same rate, then only a \$95.00 cancellation fee will be processed and taken from the reservation deposit. Please remember that Travel Insurance is available and BAL strongly suggests guests purchase this. Please keep in mind this travel insurance will cover up to the full amount the guest has paid if cancellation occurs due to injury, family emergency, transportation cancellation, weather occasion, and many more cancellation and travel related issues. If you would like additional information on travel insurance coverage and have not received it please contact our office.

CHECK-IN:

- Check-in process begins at 3:00 pm and all keys will be distributed at BAL office located at 1335 Santos Rd. Fort Myers Beach, FL 33931 NOT the rental property itself.
- Guests should not expect to take occupancy sooner than times listed. In some circumstances the unit may be available before 3:00pm, and BAL will be happy to accommodate but please contact BAL on the day of your arrival to see if early check-in is available.
- In some circumstances beyond BAL control check-in time may be delayed, please be patient as BAL will do everything possible to accommodate. Rate adjustments cannot be made for late check-in or early departure.
- The person who has made the reservation must be the one to check-in. For security purposes we are unable to give check in packages to any other individuals

LATE CHECK IN PROCEDURE: Our office hours are Monday - Friday 9:00am - 5:00pm. Saturday 9:00 am - 3:00 pm from Dec. 15th to May 1st and 9:00 am - 1:00 pm May 1st to Dec. 15th. If you will be arriving after these times you will find a check in box located at our front door. You will receive the code for the lock box with your final confirmation after all payments have been received. **If for any reason you do not receive the combination for the lockbox with your final confirmation letter AFTER you have submitted your final payment please contact our offices as soon as possible.**

CHECK-OUT:

- Check-out time is 10:00 am
- All keys must be returned to BAL office. There will be a \$25.00 fee per key lost and \$45.00 fee per gate key unreturned to the BAL office and the guest may be required to pay all fees required to change door locks in the event BAL deems it necessary.
- Any guest checking out between 10:01 am and 1:00 pm will be charged half days rate, unless approved by BAL. After 1:00 pm will be full day's rate.

- If you would like to stay for additional day please contact BAL as soon as possible. We will be more than happy to quote you extended stay rates if the accommodation is available or provide other option.
- If our office is closed on the day of your check-out simply place keys in check-out drop box.

PROCEDURES: All units are inspected before and after each occupancy. As each unit is privately owned we ask that you maintain it as if it were your own.

CHECKLIST:

- Place all debris, garbage, and discards outside in proper containers.
- All dishes used must be cleaned and put back in their place.
- Please discard all open food from fridge and cabinets all unopened food will be donated to charity.
- Leave unit in neat and orderly condition (\$50.00 minimum fee for any extra cleaning needed)
- Lock all windows and doors
- Turn air-conditioner to 80 degrees and/or heat OFF

LOCKOUT: At BAL we understand lockouts happen from time to time and would be happy to provide guests with a lockout service if you get locked out there will be a \$35.00 charge for us to bring you a key or \$55.00 after business hours. There is no charge for guest to come pick up a key for lockout purposes, however it must be returned with all other keys issued at the time of check-out or key charges will apply. If all keys disbursed are not returned to BAL at the time of departure a \$25.00 charge will be applied for key replacement.

SUBSTITUTION OF ACCOMMODATIONS: At no time does BAL expect to have to substitute accommodations; however circumstances may arise and cause the confirmed unit to be unavailable. Therefore, BAL reserves the right to substitute comparable accommodations. In the event of a substitution BAL cannot guarantee the confirmed rate and the accommodations and rates will be subject to guest approval.

UNFORSEEN CIRCUMSTANCES: There are two main things that BAL is unable to control when it comes to unforeseen circumstances. The weather and any construction. No refunds will be given for cancellation or interruption that occurs due to any weather condition. BAL strongly recommends purchasing Travel Insurance. (Restrictions apply) If you have not received an information packet on the Trip insurance please contact our office and we will provide you with one. Because tourism is the largest industry on Fort Myers Beach, there are times when construction may be going on. If at any time it becomes intolerable please contact BAL and we will do our best to relocate the guest's, however BAL cannot guarantee any refunds or moves.

ABSOLUTELY NO PETS: Pets are not allowed in any BAL rental property unless guest receives written permission from BAL management in advance. A \$195.00 non-refundable pet fee plus 11% tax must be paid prior to the occupancy. At all times pet owners are required to clean up after their pets. If any evidence of a pet(s) is found in guest's unit on the premises without prior written permission, you will be asked to vacate immediately with no refund of any payments.

The \$195.00 pet fee is strictly a fee and does NOT cover for any damages and/or additional cleaning. Any pet damages should be reported immediately and will be charged to guests' credit card.

OCCUPANCY: The unit can be occupied by no more than the maximum number of persons indicated on this confirmation. Occupancy is defined as an overnight stay. In the event occupancy is exceeded, guest agrees to let the owner, owner's agent or condominium association remove them from the unit and retains all monies whether earned or unearned. (According to F.S. 509.141) Young adults between the ages of 18 - 24 must be accompanied by an adult over 35. Proof of age is required. Any reservation obtained under false pretense will be subject to forfeiture of all monies prepaid and the party will not be permitted to occupy any unit in the BAL Rental Management Program.

SMOKING: All BAL rental units are NON-SMOKING, outside areas are provided for smokers. A minimum fee of \$100.00 will be charged to bring the unit back to non-smoking standards.

HOUSE PARTIES: BAL does not allow house parties in any rental property. Guests are not allowed to organize graduations, proms, gatherings, reunions, weddings, receptions, or any other function similar in nature. BAL does offer rental properties that will allow some of the above listed functions, however all such events must be approved in writing in advance and there will be an additional charge and/or security agreement assessed.

PARKING: Parking areas at individual sites are for automobiles only. Motor homes, boats, trailers, etc. are not permitted, unless otherwise authorized in writing.

CONDOMINIUM RULES: Guests unit is confirmed with the understanding that guest shall adhere to the rules and regulations set by individual condominium and homeowner associations.

FURNISHINGS: All properties rented through BAL are individually owned and decorated. Although BAL requires basic standards, the style and quality of properties will vary according to the individual owner's preference. Please do not rearrange any furniture at any time. Guest will be charged a minimum fee of \$25.00 to place furniture or items back to their original place. BAL is not responsible for any property changes made by the owner. BAL represents every unit to the best of our knowledge and ability and is not responsible for any errors or omissions. Guest expressly agrees to indemnify owner of any damages or costs to the premises, furnishings, equipment, and household items therein, which occur during the renter's occupancy excluding normal wear and tear. **IF ANY EXPENSES ARE INCURRED TO REPAIR ANY DAMAGE, REPLACE MISSING ITEMS, PAY FOR EXTRA CLEANING OR ANY OTHER VIOLATION OF THIS CONFIRMATION AS A RESULT OF GUEST'S STAY, BAL RESERVES THE RIGHT TO CHARGE GUEST'S CREDIT CARD TO OFFSET EXPENSES AND ADMINISTRATIVE FEES. Note: ALL UNITS ARE INSPECTED BY BAL'S PROFESSIONAL INSPECTION MANAGER BEFORE AND AFTER EACH OCCUPANCY.**

MAINTENANCE: BAL staff is here to make sure that your vacation home is in the best possible condition. If you should discover any problems please notify us immediately and we will do our very best to correct it as quickly as possible. Please do not wait until check out to inform BAL of any problems as then we have no way to rectify any situations, and any damages not reported will be assumed guest's responsibility. No rent adjustments can be made for circumstances beyond our control or malfunction or loss of equipment or amenities.

MAID SERVICE: During guest's stay there is no daily maid service and guest is required to maintain the cleanliness of the unit, as they are self catering. BAL would be happy to recommend a daily maid service upon request.

ENTRY OF PREMISES: Guest agrees to allow BAL employees, vendors, contractors, or subcontractors to access the property for any reason to make repairs and/or manage the property.

PEST CONTROL: BAL properties are treated for pest control by the condominium association or by a contracted pest control company. BAL will make every effort to address any pest control issues or concerns but is not held responsible for rebates due to the presence of pests or scheduled maintenance dates by pest control company.

POOLS AND TENNIS COURTS: BAL will do its best to notify guest of any closure or malfunction however, open times and rules vary among accommodations. BAL is not held responsible for any closures or malfunctions and has no control of pool or spa temps.

UTILITIES: Any outage should be reported immediately however at no time BAL will give compensation for a temporary outage of ANY utility.

PHONE SERVICE: Local and 800 calls are free. Some units have blocked long distance calls; however the guest is responsible for any long distance charges that may appear on the unit's telephone bill during the time of the stay as well as a \$25.00 service charge.

MAIL: Please have any mail that you will be receiving addressed to you %Beach Accommodations 1335 Santo Rd. Fort Myers Beach, FL 33931, your mail can be picked up at the check-in office.

ITEMS LEFT IN UNIT: BAL is not responsible for any personal items left in unit after check-out. If items are found in the unit and guests wish them to be returned guest will pay packing and shipping cost.

AGENCY DISCLOSURE: BAL is the agent of the property owner and is acting at all times, in and for the best interest of the owners. BAL will not be held responsible for any acts of theft, vandalism, or damages to the guest's personal property.

SUBLET: Any BAL unit may not be sublet, or this agreement assigned without written consent of BAL.

UNITS FOR SALE: In the event that the property a guest is renting is for sale, the need to show the property may arise during guest's stay. BAL will make every attempt to schedule any showing at a time most convenient to the guest so not to disturb their vacation.

THIRD PARTY RESERVATIONS: All reservations made by third parties are subject to the rules and policies of BAL. BAL is not responsible for inaccurate or misleading representations presented by third parties.

INTEREST BEARING ACCOUNTS: Any and all payments may be placed in an interest bearing account, and it is understood that BAL shall retain all interest earned.

INDEMNITY: Guest indemnifies BAL from and against any and all liability, loss, damage, and expense including reasonable attorney fees and disbursements arising from injury to persons or damage to rental property; occasioned by the failure of the property owner to comply with any provision of law or this agreement; occasioned by any act or omission of property owner or any person residing in or renting owner's property; occasioned by any act of omission of the property owner, or property owner's agents, servants, or contractors' or, occasioned by any act of omission, with the exception of such acts or commissions constituting gross negligence or willful misconduct or BAL, its agents, servants, or contractors when acting as an agent for the property owner as provided herein. Special risks may be involved when using pools and/or hot tubs and guest assumes all responsibility for himself/herself and their guests and for the consequences of those at risk. Guest agrees to waive any claim whatsoever and hold harmless BAL and property owner for accidents and claims resulting from accidents and or injury arising from use of the rental property and any of its equipment, porches, decks, stairs, parking area, elevators, etc.