

Five Palms Rental Agreement

ADDRESS: 673 Bay Esplanade Clearwater, Florida 33767

PHONE: (727)443-5272

EMAIL: reservations@fivepalmsvacationrentals.com

PLEASE BE SURE TO READ AND UNDERSTAND THIS FORM

Please be sure to check out FAQs at the bottom of this form

GUESTS FOUND CHECKING IN EARLY WITHOUT AUTHORIZATION MAY BE SUBJECT TO ADDITIONAL CHARGES! PLEASE MAKE SURE YOU ARE CHECKED OUT BY 10:00 am for cleaning. Check in is at 3:00 pm for ALL rentals. As a courtesy Five Palms Resort will allow early access to suites if they are clean and without maintenance issues.

Guest Rental Agreement for All Rental Properties

NOT SIGNING YOUR RENTAL AGREEMENT WILL CAUSE YOU TO BE IN BREACH OF OUR RENTAL POLICY. WE RESERVE THE RIGHT TO CANCEL ANY RESERVATION FOR NON SIGNING OF THE RENTAL AGREEMENT AND YOU FORFEIT ANY DEPOSIT OR MONIES YOU HAVE PAID.

1. **Reservations** –Reservations are encouraged and will be accepted up to one year in advance at our discretion. When you book your reservation the exact unit you rented will be assigned and blocked for your dates. No unit is completely guaranteed indefinitely as Five Palms does reserve the right to change unit assignments under extreme or otherwise warranted circumstances, such as, but not limited to, previous hurricane or other weather and water damage as to make the unit uninhabitable or an owner of a property cancelling their unit's participation in the rental program. These are extremely rare, but must be considered. We will do our best to provide a

similar unit or give you a refund without penalty if the unit you rented becomes unavailable.

2. **Advance Rental Payment** – A payment of 25% of the total reservation is required to secure your reservation dates and must be received immediately if you are booking online. If you have booked online and we do not receive payment within 24 hours, your reservation may be cancelled. Advance rental payments will be applied to your rental balance. We do not hold reservations and all rentals are rented on a first come, first served basis as it relates to payments.

3. **Rates**– Rates are based on location, features and seasons, and are subject to change without notice. The rates you agree to at the time of booking, including any specials, are the fees you will be charged. If rates go up or down in the future your reservation will not be changed. Future specials cannot be applied to your agreed upon rental once you secure a unit and it is blocked from being rented by other people at agreed upon terms. Cleaning fees which vary by property, sales tax and a one-time non-refundable renters insurance fee will be added to all reservations. You may add nights to your reservation after you book based on prevailing costs and availability at the time.

4. **Rental Payment** - The rental payment is due in full 30 days before the day of check in. Reservations made less than 30 days before arrival must be paid in full immediately to be secured and are not refundable. Visa/Master Card/Discover or American Express will be accepted as payment. Your final payment will be charged automatically 30 days before your reservation date. Optional services provided by outside agencies such as car, nannies or furniture rentals must be prearranged and paid for by guest through the agency of their choice.

5. **Cancellation of Reservation** – – You may cancel your reservation in writing via email to reservations@fivepalmsvacationrentals.com or call our office during office hours (10AM-4PM) with a minimum of 31 days notice (written notice must be received by Five Palms Vacation Rentals at least 31 days before your check in date). Cancellations received in writing with a

minimum of 31 days notice are entitled to a full refund of any monies already paid for your stay.

Due to the small size of our boutique hotel we can not honor any cancelation refunds within 30 days from your date of check in. If you cancel or no- show in less than 31 days notice all monies paid are non refundable. For this reason, as well as, Florida's 6 month long hurricane season we strongly recommend purchasing travel insurance to protect yourself. If you have concerns about the cancellation policy feel free to call us at our office number [\(727\)443-5272](tel:7274435272) or email us at reservations@fivepalmsvacationrentals.com

WE RECOMMEND YOU PURCHASE TRAVEL INSURANCE TO COVER UNFORSEEN DIFFICULTIES!!

6. Damages – We require a valid credit card to be on file to cover any losses or damages that may occur during your stay. Your credit card may be charged without your prior notification if we find damages that weren't present when you arrived and you didn't report before you depart. If extra cleaning or repairs are required as a result of your stay, we reserve the right to apply the full amount of those costs to your credit card, plus all applicable taxes and fees and any costs as quoted and attested to by a third party contractor/vendor in addition to the total rental amount plus taxes/fees that you originally paid to offset the additional incurred expenses as a result of your stay.

YOUR CARD IS ON FILE BECAUSE YOU MADE A PAYMENT.

*** WE DO NOT ALLOW PETS!! IF WE FIND YOU BRING A PET YOU WILL BE CHARGED AN ADDITIONAL \$250.00 FEE!**

If you want a card charged Other than the CARD ON FILE for your final balance, you must notify us via email or phone before the final balance is due

****YOUR CARD WILL BE CHARGED AUTOMATICALLY FOR THE FINAL

BALANCE DUE*** CREDIT CARD AUTHORIZATION: I understand and consent to the use of the credit card provided without original signature on the charge slip, that an email of this agreement will serve as an original, and that this Credit Card Authorization cannot be revoked and will not terminate until 90

days after the rental is vacated. Additional charges may include: excessive cleaning fees; damages beyond normal wear and tear and unreturned keys if applicable. If the listed card is declined, expired, or otherwise I agree to allow Five Palms Resort Condominiums to charge a card that was used to make any rental payment for my reservation.

When your final payment is due, 30 days before your reservation, your credit card will be charged automatically for the balance due.

7. Check In/Check Out –Check-In –Check-In is 3:00 P.M or later. Due to unforeseen issues there is a possibility that your vacation rental may not be ready at 3:00 P.M. especially during peak seasons. Please do not enter the unit prior to the 3pm check in time unless approved by Five Palms office staff. Failure to do so may result in a fee. Check-Out time is promptly by 10:00 A.M. To avoid an extra cleaning charge; please wash the dishes, take out the trash, and leave the property in a neat and orderly condition.

8. Late Night Arrivals – Please be considerate of your neighbors if making a late night arrival. Please ensure you have all necessary directions, door codes, parking passes. Parking passes should be in your suite in the kitchen/ living room area. If you have trouble with the codes, call **our office at (727)443-5272** if no one answers **leave message** for on-call manager. **For after hour emergencies call (727)899-1715**

9. Housekeeping – You will be responsible for the cleaning of your unit during your stay and for leaving the unit in good condition at checkout. A separate housekeeping/cleaning charge will be included when you book. This is a one-time linen/towel set up and cleaning service ONLY at the time of departure. We request that you remember you are staying in someone's home during your vacation; please treat it with the care as you would your own. If unit is left unusually messy (extra unusual cleaning, unwashed dishes, food or garbage left in unit) or left damaged (damages/stains on carpet or furniture or to walls and floors), we reserve the right to apply credit card charges as part of our damage deposit policy for these expenses. **Additional Housekeeping-** Five Palms takes great pride in our complex. If any garbage is found on the lawn or around the exterior of one of our units (this includes cigarette butts

and bottle caps), the guest will be assessed a \$50 charge to cover the cost of Five palms hiring a maintenance crew for cleanup. This will also apply to balconies or the exteriors of condominiums.

10. Linens/Towels/Supplies – Units are fully equipped. Although linens are provided, please bring your own beach towels, beach blankets and your own personal toiletries. An initial set up of trash liners, bathroom paper, paper towels and dish detergent is provided upon arrival. Extra supplies needed (including cleaning supplies) are the responsibility of the guest.

Check out - Upon departure, please place all soiled towels in the tub. Please **do not** strip the beds, Housekeeping will handle that so they can assess any stains or damage to the linens. Place all dirty dishes in dishwasher (if you have one in your suite) please start the machine. If you hand wash the dishes please **dry them and put them away where you found them**. This will help housekeeping on our busy days. If you leave unit in unusually messy condition, you will be charged an extra cleaning fee outside the normal prepaid cleaning.

Moving any items or furnishings from one unit to another is not permitted!!

11. Smoking & Pets – ALL units are **NON-SMOKING** units and absolutely **NO PETS** are allowed. **NO EXCEPTIONS!!!** Guests found in violation of this agreement will be asked to leave and full stay rent charge will be due including deposit amount without refund. Smoking in the units will also result in a \$250 charge for ozone cleaning of the unit. Pets in the unit will also result in a MINIMUM fine of \$250.

12. Family Rental Only – No units will be rented to anyone under the age of 25 unaccompanied by a responsible parent or guardian in the unit for the entire stay. Any reservation made under false pretense may be subject to forfeiture of advance rental payment/rental payments or security deposit.

13. Good Neighbor Policy – Our rentals are located in multi-unit buildings that include short and long term guests. All guest and owners are subject to conform to the rules and regulations of the properties. Guest(s) causing

excessive noise or disturbances will be asked to check out immediately and full stay rent charge will be due including deposit amount with **NO REFUNDS** .

Parking will only be for **1** vehicle unless stated. If you are bringing a boat/watercraft or RV, **we do not** allow parking for trailers of any sort. You are responsible to find any other parking needs you may need.

14. Guest acknowledges – THIS GUEST RENTAL AGREEMENT IN FULL AND ACCEPTS ALL TERMS BY GUEST SIGNATURE BELOW UPON RECEIPT OF THIS AGREEMENT AS OF RESERVATION OR CHECK-IN. Guest also acknowledges that Five Palms Property Management is the agent of the property owner and will be paid by the owner. In some cases, it is necessary that Five Palms office Staff move guests reservation to a like unit (Like unit being a similar unit matching sleeping capacity and not necessarily amenities) at Five Palms office Staff discretion. Office Staff will not be held responsible for the acts of theft, vandalism or other damages to the guest's personal property or items left in unit. All reservations are not completely guaranteed and prices are subject to change without notice. If you do not sign your rental agreement in a timely manor you could be held in breach of our rental policy and your reservation could be canceled with no refund.

15. In Case of Emergency – IN THE CASE OF A TRUE EMERGENCY ALWAYS CALL 911! You can call our office (727)443-5272. After hour emergencies only call (727)899-1715. If calling our office and no one answers please leave a detailed message, your call will be returned as soon as possible. PLEASE NOTE: In the event you are locked out of your unit after business hours, please call the emergency number listed above. We will be able to get you in to your suite over the phone.

16. Parking - Please **DO NOT** bring a trailer, our property cannot accommodate them. You will be subject to all parking rules, regulations and fines that are in place at the location you are renting. . We hope you enjoy your visit in our beautiful paradise and have a great vacation making wonderful memories for years to come. Have a great vacation!

FAQ

1. Do I need to bring sheets and towels? No, You only need to bring your beach towels. We provide standard linens.
2. Are there dishes/pot & pans in the kitchen? Yes, Our kitchens are all fully stocked. If you are in need of anything please contact the office.
3. Will my vacation rental have soap/toilet paper, etc? We provide "starters" of paper towels, toilet paper, dish soap, dishwasher soap (if applicable). It is likely this will not be enough to last you throughout your stay. You will also need to provide your own laundry soap and any toiletry items.
4. Do I need to bring chairs/umbrellas? We recommend you bring your own beach chairs, beach towel and or any beach essentials you may want, however as a courtesy, we do provide first come first serve beach items located by our office.
5. Do I have to go to your office to check in? No, Once your reservation is **paid in full** and you have **signed your rental agreement**, you can expect to receive your welcome package and check in instructions containing remote check in and door codes. **Your check in instructions will be sent to you the day of your arrival.**
6. Do I need to check in during a specific time frame? What if I arrive late? We prefer that you check in between 3pm and 4pm to ensure that someone is on hand to help in the event that you need something when you arrive. You are welcome to come late if you choose, but please understand you will only have access to our emergency service phone line and there may be delays in response, or your requests could be answered the next day if they are non-emergency. Door code issues and access problems are considered emergencies and will be addressed immediately.
7. When is check in? Check in time is **3pm** on the day of your arrival.
8. Can I get an early check in? Early check ins are permitted as a courtesy only so as long as the unit has been checked and deemed ready. This is necessary to avoid interrupting guests checking out that day, and to make absolutely

certain that your unit is clean and maintained before you stay. When is check out? Check out time is **10am** on the day of your departure.

9. **Can I check out late?** Late check outs are not permitted without consent of Office staff. There will be a \$35 an hour late check out fee if you are permitted to stay longer than 10am. This is up to the manager on site if they can accommodate the late check out. If you are permitted to check out late, we would expect that you would vacate the unit at said time agreed upon. We want to be absolutely certain that our inspection, cleaning, and maintenance crews have full access and can get their jobs done in each unit in a timely manner.

10. **What is your cancellation policy?** You may cancel your reservation in writing by sending us an email to reservations@fivepalmsvacationrentals.com or calling our office during office hours 10am-4pm daily with a minimum of 31 days notice to be entitled to a full refund.

11. **What are the pool hours or quiet hours?** Our pool hours are from 8am-10pm. Quiet hours - We ask that you keep noise to a minimum from 8pm-9am.

No loud music at the pool. Be respectful of other guests and owners.

12. **How close are you to the beach?** We are approximately a 10 minute walk to the beach.

13. **Parking** Each suite comes with 1 parking spot, the spaces are numbered with the suite number and require a parking pass to be placed in your dash. If you need extra parking you can try reaching out to Fairfield Inn Clearwater Beach, they are located across the street from Five Palms and have a parking garage. Or you can find other street parking of your choice. If you park in someone elses spot and have no parking pass in your dash you risk the chance of being towed.

14. **How do I access my rental?** You will receive arrival details with instructions to our smart lock. When you arrive, press the check mark on the lower left corner of the key pad to wake the lock, then enter your 6 digit numerical code

followed by the check mark symbol again. If your door code is not working you may have arrived too early and the code is inactive. You will need to contact our office. Check in time is 3pm. The code is inactive until 3pm. Please contact the office if you arrive before 3pm.

Instructions to our locks are also posted on the half circle window of the suites front door. Do not try to use your code in the top key box, it will not work.

WE STONGLY RECOMMEND YOU PURCHASE TRAVEL/TRIP! This will help to protect yourself and your traveling party from last minute complications that would cause you to miss your trip.