

# Ocean Fresh Vacation Rentals, LLC

## RENTAL AGREEMENT

You agree that you will be staying in the home during the entire rental period and will be responsible for the conduct and safety of your guests and take full responsibility for the property. You understand that this rental agreement is not transferable and that **you must be 24 years of age or older to rent this home. You agree to abide by the limits on occupancy, pets and vehicles.** All homes are non-smoking. Exceeding the occupancy or vehicle limits, unauthorized pets, parties, smoking in the home, fireworks, loud noise or behavior that disturbs the neighbors will not be tolerated and you will be asked to leave.

Each home has different amenities. These amenities are subject to change without notice. Every effort is made to ensure accurate descriptions, however we can not be responsible for errors or omissions in the descriptions of homes.

This vacation rental is taxed and treated as a transient lodging (hotel or motel) and is not a tenancy for the property. You agree that the Property Manager may enter the home to verify occupancy or make repairs as necessary.

### DEPOSITS AND REFUNDS

**Security Deposit:** The security deposit is fully refundable provided there are not any charges for damage, unusual cleaning or missing items. You are solely responsible for the care of the home and liable for damage to the property or contents. Ocean Fresh Vacation Rentals reserves the right to charge your credit card for any damage, missing property, or excessive cleaning.

**Cancellation Policy:** The rent deposit is fully refundable if cancellation is made in writing more than 30 days prior to your arrival date, less a \$100.00 cancellation fee. No refunds will be made after 30 days from the arrival date. After 30 days from the arrival date all deposits and payments are non-refundable.

**Cleaning Fee:** A cleaning fee is charged for routine cleaning at the end of your stay and is not refundable. Any unusual cleaning will be deducted from the security deposit. Routine cleaning includes bathrooms, kitchen counters, floors, linen change and vacuuming.

### LIABILITY WAIVER

You understand use of the hot tub by yourself or your guests is at your own risk. You accept and assume all risks related to the use of the hot tub by yourself and your guests. You agree to hold harmless, indemnify, and defend the Property Manager and Property Owner from any injuries, claims, liability, losses or causes of action arising out of or related to the use of the hot tub by yourself or your guests.

The rental home is privately owned and is not equipped for the safety of small children, the elderly, or the handicapped. You agree to hold harmless, indemnify and defend the Property Manager and Property Owner from any and all injury, claims, liability, loss, expense or causes of action arising from or related to the rental and use of the property.

You agree the Property Manager and Property Owner are not liable if the home becomes unavailable or uninhabitable for any reason. In the event the Property Manager or Owner is unable to deliver the property to you for any reason, you agree that the Property Manager or Owner's sole liability will be a full refund of all payments made by you.

You understand that you are liable for any repairs, replacement of damaged or missing items and additional cleaning deemed necessary by the Property Manager and agree to make prompt payment for any such damage or charges.

Your signature on this agreement, payment of money or taking possession of the property after receipt of this agreement, is evidence of your acceptance of this agreement and of your intent to lease this property for a vacation rental.

\_\_\_\_\_ Date: \_\_\_\_\_

### PAYMENT INFORMATION

Visa or Mastercard: \_\_\_\_\_ Expiration Date: \_\_\_\_ / \_\_\_\_ Security Code: \_\_\_\_\_

If you prefer, you can call me at your convenience with your credit card information. I am generally available 7 days a week from 8:00 a.m. to 10:00 p.m. at (503) 297-3838