



70 Avenida Venecia • Sarasota, FL 34242 • 941.284.7637

RENTAL AGREEMENT

Sunset Beach Resort Welcomes you to enjoy our family estate with as much love and excitement as we have! This agreement is just a list of a few items that we feel are necessary to share upon checking in to our units.

1. CHECK-IN TIME IS 4 P.M. EST AND CHECKOUT IS 11 A.M. EST. No early check-in or late checkouts.
2. Each unit is NON-SMOKING. Guests who violate this policy will be charged an additional \$1,000, plus the expense of any necessary cleaning, deodorizing, or any other mitigation efforts associated. If a property must be made unavailable for rent, or an incoming reservation must be relocated due to the smoking damage or mitigation efforts, these expenses will also be charged to the guest. Violations of this policy may result in immediate eviction and forfeiture of all amounts paid.
3. Pets are not permitted in rental units under any conditions except service animals. Paperwork on service pets must be submitted upon booking.
4. DAMAGE POLICY - Guests are responsible for the property, its contents, and themselves during occupancy. Guests must lock windows and doors securely when not on the premises. Rearranging the furniture or removing any items from the property is prohibited. Guests shall not make any alterations, additions, or improvements to the property, including, without limitation, installing any fixture, apparatus, equipment, paint, or device of any kind in or upon the interior or the exterior of the property, or cut or drill into the property. After check-out, the property will be inspected for damage, missing items, and abnormally dirty appearance. During that inspection, if the owner or representative of the owner, determines damage is present, items are missing (including property keys, lines, towels, etc.), or the property is abnormally dirty, we will repair the damage, replace the missing items, and/or perform a deep clean of the property at the guest's expense (unless written notice of damage, missing items, or abnormal dirtiness is received from the guest on the same day of arrival). Guest authorizes Sunset Beach to charge the credit card on file to reimburse it for any such expenses.

The following provisions must be met upon departure:

The home should be returned in the same condition it was given.

- No damage is done to unit or its contents, beyond normal wear and tear.
- No charges are incurred due to contraband, pets or collection of rents or services rendered during the stay.
- All debris, rubbish and discards are placed in garbage cans or recycle bins, and soiled dishes are washed and put back in the cabinets. One load of laundry is started.
- All food is removed from refrigerator and kitchen cabinets.
- All keys are left on the dining room table and unit is left locked.
- All charges accrued during the stay are paid prior to departure.
- No linens are lost or damaged. h. NO Early check-in or late checkout.



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5. PAYMENT – Balance is due 30 days prior to your arrival date. We accept all major credit cards, cash, & checks (made out to Casto Vacation Properties).

6. CANCELLATIONS – For special events or when booking multiple units or booking during peak season, we will need a (90) day cancellation notice. Cancellations that are made more than 90 days prior to the arrival date will incur no penalty. Cancellations or changes that result in a shortened stay, that are made less than 90 days of the arrival date, forfeit the full initial payment. In the case of cancellation due to an emergency short of the cancellation notice, may be eligible to transfer deposit to another date. Cancellation or early departure does not warrant any refund of rent or deposit. If reservation is cancelled within notice period, the deposit will be refunded within 30 days of cancellation. All other reservations will need to be cancelled at least 60 days prior, as to not incur penalty.

7. DISPUTES - I understand that if there are any disputes or dissatisfaction regarding the vacation rental property paid herein, that said dispute should be taken up directly with Sunset Beach Resort. I agree that I will not request a chargeback or credit to my credit card in connection with any charge made pursuant to this agreement. I hereby expressly waive my rights to request any chargeback against Sunset Beach Resort now, and in the future. All complaints must be reported during the duration of stay and not after departing the property. If I do not comply with these terms, and a dispute is filed, I acknowledge that all members of my travel party will be prohibited from renting a property with Sunset Beach Resort or any of its affiliated brands in the future.

8. MAXIMUM OCCUPANCY – The maximum number of guests per unit is as follows:

- Seahorse: (8) persons.
- Sea Turtle: (8) persons.
- Sea Gull: (8) persons.
- Sandcastle: (11) persons.
- Sand Dollar: (4) persons.
- Starfish: (4) persons.

9. THIS PROPERTY REQUIRES A FIVE (5) NIGHT MINIMUM STAY for special events. Three days may be available for events in August or September.

10. FEES – A 15% Resort fee, assessed based off the rental rate, applies to all reservations. Cleaning Fees by unit are: Sandcastle \$350.00, Sea Horse and Sea Turtle \$285.00, Sea Gull \$250.00 and Sand Dollar and Starfish \$215.00

11. NO DAILY MAID SERVICE – While linens and bath towels are included in the unit, daily maid service is not included in the rental rate. We do not permit bath towels or linens to be taken from the units except for beach towels that can be taken and used on the beach.

12. 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.



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

14. HURRICANE OR STORM POLICY/RED TIDE – No refunds will be given. WE HIGHLY RECOMMEND TRAVEL INSURANCE TO ALL OF OUR GUESTS.

15. PARKING – Parking is limited to four (4) vehicles for 2 and 3 bedroom units and (2) vehicles for 1 bedroom units unless arranged in advance. Vehicles are to be parked in designated parking areas only. Parking on the road is not permitted. Any illegally parked cars are subject to towing; applicable fines/towing fees and is the sole responsibility of the vehicle owner.

16. TRAVEL INSURANCE: We highly recommend you purchase travel insurance. If you wish to purchase travel insurance, go to www.InsureMyTrip.com for details and to purchase.

17. WATER AND SEWAGE: This property is on a sewage system. The sewage system is very effective; however, it will clog up if improper material is flushed. DO NOT FLUSH anything other than toilet paper. No feminine products should be flushed at any time. If it is found that feminine products have been flushed and clogs the plumbing, you could be charged damages of up to two hundred dollars (\$200) per unit.

18. Please do not hang towels or clothing on balconies or fences, including pool fence. A penalty will be incurred if this policy is ignored.

19. INDEMNIFICATION, LIABILITY WAIVER, AND ASSUMPTION OF RISK –

a. You, on behalf of yourself and all persons staying in or visiting the Sunset Beach Resort accommodation (collectively “Guests”) agree you are occupying the property at your own risk. Guests hereby release, acquit and forever discharge Sunset Beach Resort and Owner of and from any and all known and unknown causes of action, damages, liabilities, costs, expenses and claims and demands of whatsoever kind or nature (including legal expenses) (“Claims”) which Guests now have or may ever have against Sunset Beach Resort or Owner on account of any and all known and unknown present or future injuries, losses and damages sustained or which may be sustained by Guests occurring on, at or about the Sunset Beach Resort property except to the extent such Claims arise from the gross negligence or willful misconduct of Sunset Beach Resort or Owner respectively.

b. Guests will defend, indemnify and hold Sunset Beach Resort (including its members, officers, and employees) and Owner, harmless from any and all Claims incurred by Sunset Beach Resort and/or Owner as a result of or arising out of the breach of this Agreement by Guests or Guests’ reservation and stay at the Sunset Beach Resort accommodation, except to the extent such claims, demands and actions arise from the gross negligence or willful misconduct of Sunset Beach Resort or Owner respectively. The indemnified party shall promptly notify the indemnifying party of any such claim and shall, at the request and expense of the indemnifying party, cooperate in the investigation and defense of such claim.



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c. You acknowledge and understand that any 'preferred vendors' are 3rd party entities that offer their services to Sunset Beach Resort guests, but they are independent of Sunset Beach Resort. All services, activities, and rental equipment are purchased or used under that companies separate terms and conditions, rental agreements, and insurances. Guests use these services at their own risk.

20. SEVERABILITY - If any term or provision of this Agreement is held illegal, invalid, or unenforceable, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of the remainder of this Agreement.

FAILURE TO COMPLY WITH ANY OR ALL OF THE ABOVE RULES WILL RESULT IN IMMEDIATE EVICTION WITHOUT REFUND &/OR ADDITIONAL CHARGES. ANY EXCEPTIONS TO THESE RULES WILL NEED TO BE MADE IN WRITING AND SIGNED BY THE OWNERS AND RENTERS