



Please take a moment to look over our Rental Agreement/Liability Release Waiver and Laguna Reef Guest Form. There are several places to initial and sign. You will ONLY receive your check in instructions if we have received these electronic documents back from you. Your check in instructions will be emailed to you 3 DAYS PRIOR TO YOUR ARRIVAL. Should you have any questions or concerns please do not hesitate to call us at (361) 729-1742 or email our staff at info@lagunareef.com at any time. We are looking forward to having you as our guest!

Sincerely,
Laguna Reef
Phone (361) 729-1742
www.lagunareef.com

Rental Agreement - Terms and Conditions

You must be 25 years of age or older to reserve and book a vacation property. This Rental Agreement is a legally binding agreement between the Guests, Miss Kitty's Fishing Getaways, Laguna Reef and the Homeowner. By making a reservation with us, you are agreeing to the terms and conditions as stated below. These terms and conditions have been updated on 01/01/2021.

Standard Reservation Requirements – Book a studio or 1-bedroom condo for only \$75 down. Book a 2-bedroom condo for \$200 down. You will receive an email confirmation of the payment and details of the reservation. The remaining balance is due no later than 7 days prior to your check-in date. By accepting the terms of this rental agreement, you authorize Laguna Reef to automatically charge your credit card on file for your remaining balance unless you make other payment arrangements. We accept Visa, MasterCard credit/debit cards, American Express, and Discover. Reservations placed within 7 days of check-in date will require payment in full at the time of booking the reservation and must be paid with credit/debit cards only. We only accept checks on reservations made more than 30 days before the check-in date to allow for time for processing. If paying by check, payment must be received no later than 7 days after booking your reservation or the reservation will be cancelled. Please reference reservation dates and confirmation number when sending checks.

This policy will be valid for all short-term reservations.

Standard Cancellation Policy – Cancellations must be submitted in writing and confirmed no later than 72 hours prior to the original check-in date to receive a refund. Cancellations prior to 7 days are subject to a \$35 service charge. Cancellations within 7 days to 72 hours are subject to a 1 night's rent and processing fee service charge. No refunds are given for cancellations, changes, or rescheduling done within 72 hours of your arrival date. **NO EXCEPTIONS.** We highly recommend purchasing travel insurance to avoid losing your vacation investment due to unforeseen cancellations. You may purchase travel insurance at the time you make this reservation or call the office to purchase on a later date. *This policy will be valid for all short-term reservations.*

Monthly Rental Reservation Requirements – A payment by credit card of \$500 is required when booking a monthly reservation. Monthly rent payments are due 30 days prior to the 1st of each month. You will receive an email confirmation of the payment and details of the reservation. By accepting the terms of this rental agreement, you authorize Laguna Reef to automatically charge your credit card on file for your remaining balance unless you make other payment arrangements. We only accept checks on reservations made more than 30 days before the check-in date to allow for time for processing. If paying by check, payment must be received no later than 7 days after booking your reservation or the reservation will be cancelled. Please reference reservation dates and confirmation number when sending checks. *This policy will be valid for all long-term reservations.*

Monthly Rental Cancellation Policy – Cancellations must be submitted in writing and confirmed no later than 30 days prior to the original check-in date to receive a refund. All cancellations are subject to a 10% service charge. No refunds are given for cancellations, changes, or rescheduling done after 30 days prior to your arrival date. **NO EXCEPTIONS.** We highly recommend purchasing travel insurance to avoid losing your vacation investment due to unforeseen cancellations. You may purchase travel insurance at the time you make this reservation or call the office to purchase on a later date. *This policy will be valid for all long-term reservations.*

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Maximum Occupancy – The maximum number of people allowed in each unit is stated on your reservation confirmation. It also states how many adults and children are in your group. Please make sure this is accurate. The occupancy limits are set by the homeowners and are strictly enforced. Any child two years old and above is considered an occupant & must be included in the occupancy total. IF YOU ARE FOUND TO EXCEED THE MAXIMUM OCCUPANCY LIMIT OF YOUR HOME, IT WILL BE CONSIDERED A BREACH OF CONTRACT AND WILL RESULT IN IMMEDIATE EVICTION, LOSS OF YOUR SECURITY DEPOSIT, AND NO REFUNDS OR REBATES. We reserve the right to come to the rental house and check the number of people using the facilities, and we have people in the various neighborhoods that report to us if there are too many people at a house. Guests may be charged up to \$50 per guest for each night of the reservation.

Rescheduling and Changes – You may reschedule or change your reservation up to one time free of charge after your original reservation. All future changes or rescheduling of your reservation are subject to a \$25 processing fee for each rescheduling. All rescheduling must be done prior to 14 days before your arrival date. No refunds or rebates will be offered for guest's inability to arrive on scheduled date or who must depart early for any reason.

Visitors and Parties – Renters are not allowed to invite guests to the rental homes for parties, BBQs, weddings, or for use of the facilities if it is going to put you over the maximum occupancy limits. The house and its amenities are strictly for the use of the renters. If you want to have a gathering with people other than in your rental group, arrangements will need to be made at a public place or meeting facility. You can call us if you need help finding such places. Violating this policy can result in loss of your security deposit and eviction from the property. RV'S, campers, or trailers **ARE NOT PERMITTED** at any of the properties.

Conduct – Occupancy and use of premises should not disturb or offend neighbors or residents by means of parties, excessive noise, obnoxious behavior, excessive speeding through neighborhoods, discharge of fireworks, or any other noise-inducing mechanisms. Agents reserve the right to terminate this Agreement and evict Guests with no refund or rebate who engage in these behaviors. Quiet time is 10:00 PM on weekdays and 11:00 PM on weekends.

Damage Waiver or Property Protection Fee – As part of your stay you are required to purchase a damage waiver or property protection fee designed to cover unintentional damages to the rental unit interior that occur during your stay. The policy will pay a maximum benefit of \$1000-\$2000 depending on which level is required for your property. Any damages that exceed that amount will be charged to the credit card on file. Intentional damages to the home or property will be charged to the renter.

Hurricane Policy – There are no refunds due to inclement weather including hurricanes. We offer vacation rental insurance that not only protects you against hurricane losses at your destination home, but also at your place of residence. Please look over the travel protection that we offer to see if it is right for you.

Rental Guardian Travel Insurance – We offer two options for travel insurance through Nationwide with Rental Guardian; Play Travel Protection and Play Travel Protection CFAR [*Cancel For ANY Reason*]. Protect your vacation dollars from loss due to hurricane, illness, injury, or other circumstances beyond your control. The travel insurance **MUST** be purchased **BEFORE** the final payment is made on your reservation. Once the reservation is paid in full you are no longer able to purchase the insurance.

Check-in time is 4:00 PM – There are **NO** early check ins from Memorial Day weekend thru Labor Day weekend – **NO EXCEPTIONS**. Sometimes during the off season, homes are available for an early check in, but this is not guaranteed. If you are interested in an early check in, contact us the day before you arrive. There is no early check in available if other guests are checking out the same morning. On those days we will make every effort to make sure the home is ready on time, but sometimes cleaning takes longer than expected which could cause delays in check in. Please allow the cleaning crew to finish their job before you enter the house.

Check-out time is 11:00 AM – There are **NO** late check outs from Memorial Day weekend thru Labor Day weekend – **NO EXCEPTIONS**. The cleaning crew must have adequate time to prepare the property for the next guest. Guests that do not vacate the rental property by 11:00 AM will be charged a MINIMUM \$100 late check out fee that will be deducted from your security deposit or charged to the credit/debit card on file. This amount will increase by \$25 for every 30 minutes beyond 11:00 AM. During our off season, you may arrange for a late check out if it is available; however, there may be additional fees for this. You can contact our office the day before your check out to see if a late check out is available.

Damage, Cleaning, and Maintenance – Each home is privately owned, furnished, and equipped by the homeowner. Guests agree to take responsibility for treating the home with care. Removal or rearrangement of furniture is prohibited and may result in additional fees. Guests will be charged for any damage or destruction of property caused by the guest, or for extra cleaning required. Please report any problems - you will not be charge for routine maintenance and normal wear and tear. Certain areas in each rental property may be inaccessible for personal owner's storage and guests may not access these areas. Guests are responsible for doing their own dishes and properly bagging the trash and taking it out to the street.

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Smoking Policy – All homes are **NON-SMOKING** including on the balcony. There is a designated smoking area at the south end of the first floor. If you smoke in the unit or balcony, you will be charged additional fees associated with ridding the unit of smoking residual. Absolutely no smoking on any balconies or patios.

Pet Policy – Pet friendly units are listed as so on the property information page. In those units, the following terms and conditions apply: A non-refundable pet fee is charged per stay for all pet. Absolutely no more than 1 pet allowed. Pet must be completely housebroken, well behaved, and pest free. Pet are not allowed on furniture. Guests will be charged for additional cleaning for removing pet hair and other pet-related material from furniture or the yard. Guests may not use any provided linens or towels on pet. Pet shall not be left uncrated while alone on premises. Guests agree to pay for any damages caused by pet. If pet have an accident in cabin, all clean-up will be performed by the Guests. Guests must agree to clean up all outdoor pet waste and deposit in outside garbage cans. The pet clean up stations are located in the picnic/BBQ area provided for you. Failure to comply with pet clean-up policy on the premises may result in additional cleaning charges that will be charged to the guest's credit card. Guests agree to be in full control of their pet at all times and take full responsibility for their pet's wellbeing. Area leash laws must be followed. If any of these Pet Policy items are not met, Guests are in violation of this Agreement. Guests agree that by signing this Agreement, they are authorizing Agents to charge Guest's credit card on file for any damages sustained as a result of pet. **BRINGING A PET TO A HOME THAT DOES NOT ALLOW PETS WILL RESULT IN IMMEDIATE EVICTION, LOSS OF SECURITY DEPOSIT, AND NO REFUND OR REBATES.**

Fishing Amenities – BOATS MAY NOT BE TIED UP TO BAYFRONT FISHING PIERS! Unexpected storms and high winds and waves can capsize boats and cause damage to piers. Laguna Reef does not authorize guests to tie boats to bayfront piers or to leave them anchored in the water. Laguna Reef is not responsible for theft or damage of kayak that Guests may tie to pier.

Cable/Satellite TV/Internet – All of our units have cable TV or streaming services; however, properties are individually owned, and we cannot guarantee TV channel availability. Rental properties do not necessarily offer premium packages, i.e., Movie Channels, Sports Channels, Pay-Per-View, etc. Occasionally there are interruptions in cable, satellite service, and/or internet services due to unforeseen circumstances. We do not guarantee the availability of cable or satellite service or internet. No refunds or rebates will be offered if service is down or DVD players do not work, but we will make every effort to correct the problem in a timely manner.

BBQ Grills – Guests who use the BBQ grills are responsible for cleaning them after their use. Guests may be charged up to \$100 for cleaning of the grill. Guests are responsible for providing any charcoal that may be needed.

Lost Keys – There is a \$50 fee for all lost keys. If Guests lock themselves out of a house, there is a \$25 service call fee to provide access to the house - so please do not lock yourself out or lose your keys! If it is after business hours there is \$50 lock-out fee.

Items Left Behind – Laguna Reef is not responsible for any items Guests leave behind. We will collect all items we find that are left behind and upon request, we will return these items for a \$25 handling fee plus shipping costs. All unclaimed items will be donated to Castaways to raise money for local charities foundations.

Release of Liability – All guests agree to save and hold harmless the property homeowners and Miss Kitty's Fishing Getaways and Laguna Reef owners and employees for any loss, liability, damage, or cost that may incur during occupancy on or around the property including the pools, hot tubs, piers, boat docks, boat launches, and bulkheads. Guests assume the risk of injury or other losses relating to any recreational activities and will hold the homeowners and Miss Kitty's Fishing Getaways and Laguna Reef owners and employees harmless with respect to this. **ALL GUESTS AGREE THAT ALL CHILDREN MUST BE ACCOMPANIED BY AN ADULT ON THE PIERS, DOCKS, BULK HEADS, SWIMMING POOLS, OR ANYWHERE ON OR NEAR THE WATER AT ALL TIMES.**

Signature of Releasor/Guest

Date

Name

Reservation Number