

## **Rental Agreement**

Thanks for choosing Frangista Beach Properties. We look forward to welcoming you and appreciate your business! This agreement must be signed within 48 hours of receipt to complete your reservation.

**PARTIES** This Agreement is between Frangista Beach Properties and its agents ("VRM") and ("Guest"), as listed on the reservation.

**GENERAL TERMS** Terms include those in this agreement ("Agreement"); any online agreement or terms, confirmation; directions, instructions (check-in, checkout...), house rules, house signs, & similar documents; any condominium or homeowners' association rules & applications, including required approvals; and any options, optional agreements, and waivers. Should any conflicts arise, the terms of this agreement control.

**PROPERTY ("PROPERTY")** As described in the online agreement.

Address: [Unit address line 1] [Unit address line 2]

Property Name: [Name(s) of unit(s) | Default (booked unit[s])]

Check-In Date:[Check-in date] at 4 PM Checkout Date [Check-out date]: at 10 AM

**PAYMENTS & CHARGES** Payment & charges are in accordance with any online agreement and terms below.

Payment Method. Major debit/credit cards, e-checks, & checks.

**Payment Terms** 30% due upon reservation to hold but not guarantee the reservation. Balance due 60 days prior to Rental Period and automatically charged to the credit card on file. Please notify us at least 48 hours prior to final payment to make any changes to your online payment method.

**Limited Damage Waiver** See below.

**Travel Insurance** Travel insurance is recommended for any concerns about cancellations, illness, injury, or hurricanes, etc. Please contact us to purchase. Click here for details about the plan: <https://trippreserver.com/our-plans/sun-trip-preserver/>  
[Line for Guest Initials]

**Credit Card Documentation & Authorization** Copy of Guest's driver's license must be emailed to [info@frangistabeachproperties.com](mailto:info@frangistabeachproperties.com) or texted to 833 213 7968 to complete reservation. In addition, if the reservation is within 30 days of arrival, Guest must provide a "selfie" photo with driver's license and a photo of the credit card showing last

four numbers and name. Guest authorizes VRM to charge card for any additional charges & penalties based on this agreement. [Line for Guest Signature]

**Chargebacks & Refunds** Guest waives any right to dispute a credit/debit card charge or request a refund from the platform, and agrees to the use the alternative grievance, litigation, and arbitration policies in this agreement. [Line for Guest Initials]

**Florida Innkeepers Statute and Fraud Disclosure** If the property is uninhabitable or VRM materially breaches or misrepresents the condition of the property, Guest can opt to vacate the property in exchange for a prorated refund but otherwise agrees to waive any right to compensation without vacating. However, if Guest remains then disputes a credit card charge, Guest is guilty of a felony, pursuant to 509.151, Fla. Stat. (2025). Violators will be prosecuted.

**Cancellations & Changes** Cancellations must be in writing. A fee equal to all payments received applies to cancellations, missed or late payments, failing to sign and return this agreement within 48 hrs. of receipt, & not occupying the Property, unless cancelled 60 days prior to scheduled check-in date. For changes, when available, guest agrees to pay any rate & fee increases due to change. Reservations are cancelled without refund if Guest provides false information when reserving or fails to provide matching ID and credit card (when applicable) within 48 hours and before arrival. There are no refunds for unused days, unmet expectations, problems with the property (unless rendered useless), bad weather, natural disasters, or personal or other reasons. Rescheduling will be permitted one time only, but not refunds, when required by law, due to a mandatory evacuation of the property, or legally defined impracticality, impossibility, or frustration of purpose, provided the reservation is rescheduled before the original rental period, payment is made for any rate & fee increase, & the new arrival date is within 1 yr. VRM reserves the right to cancel reservations & refuse service to anyone.

**NOTICE** Smart home technology is used to ensure policy compliance by Guest & may include the following remotely monitored devices: Thermostats, door locks, pool/spa heater controls, decibel meter, odor detection, & outdoor video surveillance including front door for security.

**OCCUPANCY** Maximum occupancy, as defined in the online agreement applies 24 hours a day.

**ADDITIONAL CHARGES AND FORFEITURES** Guest is not entitled to a partial or full refund if removed from the Property for a violation of the Agreement. Guest will be charged as follows:

1. \$500 per unauthorized animal (+ removal with no refund) and unauthorized late checkout (per 4 hrs. or portion of).
2. \$150/person/day or any part of a day if over occupancy limit.

3. The invoiced amount + \$100 (&/or \$100/hr. or portion thereof for staff hours) for odor removal due to smoke or otherwise, fines/citations/penalties, replacement of missing/moved items, damages not covered damage waiver, stains, bed bug treatment, technical support, long distance calls, pay-per-view purchases, tampering with equipment (pool [a crime], pool alarm, A/C, smoke/fire detectors & extinguishers), failure to return keys/passes/fobs, failure to keep pool gates & doors secured, extra cleaning (including due to illness), and similar acts & omissions.

**GRIEVANCE POLICY** Please contact VRM with any concerns. We guarantee we will do all we can within policy & reason to accommodate you. Claims are waived unless reported within 24 hrs. of discovery & a reasonable time to cure is provided.

**POOL HEAT** If applicable, pool heating is available for duration of your stay at an additional charge. Please purchase pool heating before arrival. Pools can take up to 48 hours to heat & may not reach desired temperature. There are no refunds for dissatisfaction with pool heat temperature, except if malfunctioning and prompt notification is provided.

**ANIMALS** Pets. Pets are strictly prohibited except for specified dog-friendly properties, when a non-refundable \$300 fee plus tax, breed restrictions, a 2-pet maximum, and a 45 lb. weight limit apply. Emotional Support Animals (ESA's). ESA's require written request at time of reservation & official documentation (from a doctor or the gov.) of a diagnosed disability, unless readily apparent. Or, pet policy applies. Service Animals. Service Animals, defined by §413.08, Fla. Stat. (2025), incl. animals in training & therapy animals, require written request at time of reservation. No documentation is required. but a person who knowingly misrepresents him/herself as being qualified to use an ESA or service animal commits a 2nd degree misdemeanor, punishable pursuant to 775.082-083, Fla. Stat. (2025). Violators will be prosecuted.

**Removal** VRM can remove any animal for inappropriate behavior.

**NOISE** The Property is in a residential area. Code compliance is required. Quiet Hours are 10 PM- 7 AM.

**HEALTH AND SAFETY CONCERNS** Duty to Inspect & Report. Notwithstanding any other terms, Guest agrees to inspect the property on arrival, promptly report any health and safety concerns, & waives any right to hold VRM liable for damages connected to an uninspected safety concern. Lead & Radon. There is no known lead or radon hazard. Wildlife. Florida wildlife can be dangerous. Be cautious. **Bed Bugs** The Property was inspected, no bed bugs were present, & bed bugs were not reported by the previous Guest. Therefore, any bed bugs are presumed to be from Guest, absent clear & convincing proof otherwise. If found, Guest must vacate the property immediately without refund & pay for bed bug treatment. **Allergens and Aggravants** Properties are cleaned according to professional standards. Guest assumes

responsibility to remediate any symptoms resulting from allergies or aggravants, including from mold. **Smoking and Vaping** Smoking & vaping are prohibited on Property, incl. outside. **EV Charging** EV Charging is dangerous and strictly prohibited.

**NOTICE** Notice to VRM is proper only if emailed to fbpcomplaints@gmail.com and to Guest's email address of record.

**PROPERTY ACCESS AND USE** Supplies. Only basic supplies provided as "starter packs". You will be responsible for providing your own supplies thereafter. Air Conditioning. Setting air conditioning below 70° or heat above 78°, changing fan from Auto, or leaving doors, or windows open is prohibited. Access by VRM. VRM may enter Property as reasonably necessary to inspect & service and for real estate purposes. Reasonable notice is provided, absent urgency. **Social Functions** Parties, groups, gatherings, events, etc. are prohibited. Violations result in removal of all persons by law enforcement & cancellation without refund. **Commercial Use** Commercial use of property is prohibited. **Maintenance** We work hard to maintain all our properties to a high standard. However, due to the high volume of guests we host, some maintenance issues may occasionally go unnoticed. Please let us know immediately if you encounter any concerns during your stay so we can address them promptly. Responses are made as VRM reasonably deems appropriate. Absent gross negligence by VRM, faulty equipment, appliances, cable, internet & phone services; temporarily interrupted utility service, bugs, noise, incl. from neighbors or construction, a warm refrigerator, wear & tear, changed furniture, a cold pool, inclement weather, a need for spot cleaning, and other similar immaterial problems are not material breach and will not result in a refund. Service charges resulting from false reports & Guest-caused problems are charged to Guest. **Default Status of Occupants** Guest agrees to take no action to establish non-transient status & waives defenses to all persons on Property having transient status pursuant to § 82.045 Fla. Stat. (2025). **Grounds for Removal** Guest agrees VRM has the right to remove anyone in violation of § 509.141 Fla. Stat. (2025) or otherwise in breach of this agreement, without refund, any rights to which Guest waives.

**ELEVATORS** If applicable, please inquire when booking if elevator is available for use. Use at own risk. Children may not use the elevator unless accompanied by an adult.

**EXCLUDED USES** Indoor Fireplaces are not available for guest use. [Line for Guest Initials]

**PARTY RESPONSIBILITY** Risk of Loss. Each party is responsible for loss, damage, or injury caused by his/her/its own negligence or willful conduct, & concerning Guest, caused by Guest's licensees & invitees. VRM is not liable for negligence, unless grossly negligent. **Insurance** Guest agrees to carry appropriate insurance to cover accident or injury and agrees to not hold VRM or his/her/its agents liable unless provided otherwise herein. **Lost or Stolen Property** Guest is responsible for lost or stolen property. We will do our best to try locating any item left behind. Any unclaimed item left at a Property is

deemed abandoned. **Remedies** The maximum remedy for failure to provide reserved accommodations is a prorated refund. There are no free upgrades due to unavailable accommodations.

### **Spring Break Policy**

Failure to abide by rental policies including, but not limited to, those shown below will result in immediate eviction from the property, with no refund(s) issued. Further, the primary guest whose name appears on the vacation rental agreement will be held liable for additional charges due to any possible property damage not covered by the Security Deposit Waiver. In addition, the Walton County Sheriff's Department may be summoned for the eviction process.

At no time during your stay shall the maximum number of persons present on the premises (indoors and/or outdoors) exceed the maximum number of persons the property is advertised to accommodate.

We do not rent to any individuals under the age of twenty-five (25) or groups of guests under the age of twenty-five (25). All properties must be occupied by the actual parents of student-aged guests for the entire duration of the stay.

Parents may not be staying in another property. Further, the parents-to- persons-under-25 ratio shall be at least (1) parent (not just an older adult or chaperone) for every three (3) guests under the age of twenty-five (25).

Additional persons under the age of twenty-one (21) are not allowed to be present on the premises without parent supervision.

All parents must submit photo IDs to our office within three (3) days of booking. Failure to do so may result in cancellation. We regularly monitor all properties during Spring Break. Any violations to these policies will result in immediate eviction with no refunds issued.

You must abide by all applicable Federal, State and local laws during your stay, as well as any rules and regulations of the community in which the property is located. No underage consumption of alcohol or use of illicit drugs is permitted on the premises. If activity such as this is suspected, management may enter the property at any time to inspect. Discovery of underage drinking or use of illicit drugs will result in immediate eviction in conjunction with the Walton County Sheriff's Department.

**LEGAL TERMS** Arbitration. The parties agree to settle any disputes over \$8,000 by binding arbitration. AAA rules apply unless in conflict with terms herein. As Is Condition. The property is rented "as is." VRM warrants only that the property satisfies legal & express contractual requirements, notwithstanding any pictures & representations otherwise, which were provided in good faith but may not reflect wear & tear and minor cleaning issues. Guest waives any claim the Property was not as described and waives the right to make any negative reviews or public comments. Assignment. Attempted assignment, delegation, or sublease by Guest is invalid. Attorney's Fees. VRM is entitled to reasonable attorney's fees & costs from Guest for defending chargeback demands, negative reviews & social media, negative publicity, BBB claims, platform, administrative, or other complaints, arbitration, prelitigation, & litigation arising out of this

agreement or otherwise. Choice of Law. Claims are governed by the laws of FL, to the exclusion of conflicting laws, principles, & theories. Confidentiality. Guest agrees to not communicate with code or law enforcement regarding their accommodations. Counterparts. This Agreement may be signed in counterparts. Data Usage. Guest consents to use by VRM of its data, subject to law. Discretion. VRM has sole discretion concerning determination of breach or remedy, subject to good faith & adherence to usual & customary practices in the vacation home market. Entirety. This is the entire agreement, unless provided otherwise herein, superseding all related previous negotiations, agreements, & UCC implied terms. Fla. Statute 509. A copy of Fla. Statute 509, Lodging and Food Service Establishments; Membership Campgrounds, is available upon request. Headings. Headings are solely for convenience. Indemnification, etc. Guest shall defend, hold harmless, & indemnify VRM, & its agents against any 3rd party claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees & costs, arising out of, or relating to this Agreement, incl. for pre & non-litigation legal fees, & claims by Guest's invitees & licensees. Interpretation. This agreement will not be construed in favor of the non-drafting party. Jury & Class Action. The parties waive rights to jury trials & class action suits. Liquidated Damages. The parties agree any preset fees are hard to compute and not punitive. Forum. The 1st Jud. Cir. of FL shall be the exclusive forum for any litigated claims related to this agreement. Non-Reliance. Guest agrees to not rely on any current or prior written or oral representations or understandings & waives any rights or claims arising from the same. Opportunity to Cure. Guest must provide VRM with a reasonable opportunity to cure any breach. Performance. VRM is excused from performance when made impracticable by the occurrence of a contingency, the non-occurrence of which was a basic assumption on which the Agreement was made. Claims Limitations. The maximum remedy for breach, negligence, other torts, and other liability for act and omissions by VRM, unless expressly provided otherwise herein, is actual direct financial losses, & as governed herein, reasonable attorney's fees & costs, which is agreed to be an adequate remedy and excludes consequential & incidental damages. Severability. If any provision of the Agreement is invalid or unenforceable, it will be construed as will permit enforcement; otherwise, the Agreement shall be construed as if that provision never existed. Waiver. No breach of this Agreement will be waived without express written consent of nonbreaching party. Warranties. No warranties exist unless expressly stated herein. 3rd Party Beneficiaries. No 3rd party has beneficiary rights from the Agreement.

**LIMITED DAMAGE WAIVER PROGRAM** VRM waives the right to charge Guest for damage to the property owner's personal property, subject to the terms which follow. The maximum benefit is \$2000.00. Damages must be reported to [info@frangistabeachproperties.com](mailto:info@frangistabeachproperties.com). Coverage excludes omissions and damage cause by theft, acts of God, intentional acts, gross negligence, willful and wanton conduct, any cause, if not reported promptly upon discovery, an act in breach of this agreement, an animal, motor vehicle, watercraft, BBQ grills, candles, cigarettes, vape pens, or other smoking devices, stains & spills, and damage to, or missing, linens, towels, or other items. VRM, which has sole authority to determine program eligibility, but must be

reasonable. This is not insurance. There are no 3rd party beneficiaries. Guest is liable for uncovered damages including but not limited to pet damage, golf cart damage, bicycle damage, and damage to exterior of home.

Guest agrees to obtain informed consent of all members of Guest's party to be bound by the terms of this agreement.

**For Emergencies, Dial 911**

Guest: [Line for Guest Signature] Date: **[Line for current date]**