

## TERMS & CONDITIONS

Please review the terms and conditions relating to this reservation.

**Guest must be 25 To Reserve and Check-in.**

### CANCELLATIONS & REFUNDS:

All cancellations must be in writing via email, fax or regular mail. Cancellations more than 90 days prior to arrival are subject to a \$300 cancellation fee. Cancellations less than 90 days prior to arrival will result in forfeiture of advance rent paid unless we can re-rent the property for the dates you reserved. Payment of advance rent is considered to be an acceptance of all terms and conditions regardless of the signature status of the rental agreement. Cancellations, non-arrivals, late arrivals, early departures or alterations that result in a loss of revenue will be charged. It is recommended you take out travel insurance to cover the cost of your rental in case of cancellation.

The Florida Legislature long ago enacted statutes that allow businesses to operate in an efficient, electronic manner. The Electronic Signature Act of 1996 (ESA), Florida Statutes §§ 668.001–006, states that electronic signatures have the same legal effect as written signatures, unless “otherwise provided by law.”

### CHECK-IN:

Check-in time is any time after 4:00 pm. You will receive check in instructions approximately 2-3 days prior to your arrival. We are available to meet you at the home during business hours until 6:00 pm or after hours with 24 hour advanced notice. If you have any difficulty or questions, please call 941-725-2904

**SUBJECT to Availability and 24 hours notice**, we do offer the following Early Check-In Options, subject to availability:

- Check In Before 12 noon: ½ daily rate
- Check In from 12 Noon to 3:30pm: Additional night rate
- REFUNDS OR ADJUSTMENTS CANNOT BE MADE FOR LATE ARRIVALS OR EARLY DEPARTURES FOR ANY REASON.

### CHECK-OUT:

Check-out time is no later than 10:00 am on scheduled day of departure. Keys must be returned to the lock box upon check-out. A \$25.00 charge will be assessed for any keys not returned and will also be assessed for any lost keys.

**SUBJECT to Availability and 24 hours notice**, we do offer the following Late Check-Out Options:

Check Out 10:30 – 12 Noon : ½ daily rate

- Check Out 12:30 – 4pm : Additional night rate

### PAYMENT:

All money is due 90 days prior to arrival in the form of a check, credit card, wire transfer, money order, traveler's or personal check (U.S. Funds). (Convenience Fee applies to all Credit Card Payments) All

funds should be made payable to Rum Cove Ventures, LLC d/b/a Serendipity PO Box 1081, Anna Maria, Fl. 34216

### **RENTAL DAMAGE:**

As part of your stay, we have a damage policy that covers up to \$1,000 in damages to certain items like furniture, fixtures, appliances, etc. You may purchase additional Damage Insurance designed to cover unintentional damages to the rental unit interior that occur during your stay provided they are disclosed to management prior to check-out. Any damages that exceed the benefit purchased will be charged to the credit card on file. If, during your stay at one of our rental properties, an insured person causes any damage to real or personal property of the unit as a result of inadvertent acts or omissions, the Insurer will reimburse the Insured for the cost of repair or actual cash value of such property up to a maximum benefit of policy purchased and subject to certain terms and conditions. The plan can be purchased up to, and including at, check-in. By submitting payment for this plan, you authorize and request all monies be paid directly to Rum Cove Ventures, LLC d/b/a Serendipity

The guest maintains liability for, but not limited to, excessive cleaning, smoking damage, pet damage, equipment damage and any damage caused by Guest's misuse or neglect. Rum Cove Ventures, LLC d/b/a Serendipity reserves the right to utilize the payment information we have on hand to apply damage charges due to any damage found at the property or for missing items.

### **USE OF PROPERTY:**

Accommodations are limited to the number shown on the front of the rental agreement. (2 per bedroom up to a maximum of 8.). Guest acknowledges that any additional persons without approval shall be considered as default and will be asked to vacate premises with no refund. Guest further acknowledges that premises and furnishings shall be maintained in good condition and shall also operate in a reasonable manner all electrical, plumbing, heating, and cooling, and other such appliances and equipment. Guest may not make any changes to the unit and must put furniture back to its original placement, if moved. Guest shall abide by all regulations, ordinances, and agreements to which property may be subject to and further agrees that use shall not conflict with Federal, State, and local ordinances. Violation may result in immediate termination of this agreement, eviction and liability for fines.

### **MAINTENANCE:**

Owner shall be responsible for maintaining the unit unless damage is caused by Guest's misuse or neglect.

Guest agrees that no rent reduction or abatement will be given unless unit is deemed to be completely uninhabitable. Owner/Manager will order repairs in a timely manner once notification is given by Guest, but Owner/Manager has no control over the scheduling availability of vendors. Owner/Manager shall not be liable for any losses or damages, including incidental or consequential damages, including those caused by Owner's failure to perform repairs and maintain the unit. All personal property of Guest kept on the premises is at the risk of the Guest.

### **POOLS:**

Our pools are serviced two times a week. Due to the tropical nature of our island, it is not unusual to find unexpected debris in the pool. Pool heaters will be set to 80 degrees. There will be days when the weather conditions will not allow pool heaters to accommodate swimming. No credit, discount, and/or rate

adjustments can be granted for circumstances beyond our control. Pool hours are 8:00 am to 10:00 pm. We do provide an option to heat the pool warmer than 80 degrees for an additional fee of \$300 per day.

#### **ACCOMMODATIONS:**

Due to circumstances beyond the control of Owner/Manager, if your designated rental is not available due to maintenance, repair or change in ownership, Owner/Manager will use it's best efforts to locate a comparable substitute rental. In the event, a substitute rental is not available, Guest agrees to hold Owner, Owner/Manager, it's Agents, and Representatives, harmless for any damages, costs, or inconvenience suffered and Guest shall receive a full refund of any and all amounts paid.

#### **RIGHT OF ENTRY:**

Upon 24 hours notice, Owner or Owner's Representative(s), have the right to enter the unit for the purpose of showing the unit to prospective Guests or purchasers, to make repairs, or to inspect the property. Owner, Owner/Manager, and/or it's Representatives, have immediate right of entry in cases of emergency, or to protect or preserve the premises.

#### **INDEMNIFICATION:**

Guest agrees to indemnify and hold harmless Owner and Owner/Manager, and their Agents, from claims, suits, or damages of any kind, from or related to any acts or omissions of Guest or Guest's guests. Guest agrees to indemnify and hold Owner/Manager, and it's Agents, harmless from damages and losses unless due to Owner/Manager's gross negligence.

#### **HAZARDS:**

It is unknown if there are hazards that effect the premises. Hazardous substances in the home including cleaning chemicals, paint, lawn and garden chemicals, and a variety of indoor air pollutants. Hazardous substances outside the home include those found in contaminated land, water, landfills, and industrial air and water emissions. Some of the more common hazards are asbestos, ground water contaminations, lead based paint, urea formaldehyde, foam insulation (UFFI), mold, mildew, and Radon gas. Any property built prior to 1978 may contain a lead based paint hazard.

#### **RADON GAS:**

Radon gas is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. Owner/Manager makes no representations about the existence of radon gas on the subject premises.

#### **TRAVEL INSURANCE:**

We encourage you to purchase Travel Insurance prior to your arrival. You may find <https://www.squaremouth.com> a valuable resource to compare different plans. We are not responsible for events beyond our control such as inclement weather, evacuation orders, hurricanes, pandemics, etc. Travel

Insurance may guarantee that in the event of a medical emergency or weather hindrances, you will receive a full refund. See Also:

<http://www.csatravelprotection.com> or <https://www.squaremouth.com/travel-insurance-quotes>

#### **GATHERINGS:**

Our properties are located in residential areas and are rented for personal vacation use only. Parties and other large gatherings are not allowed unless prior approval is agreed upon with Rum Cove Ventures, LLC d/b/a Serendipity. Violators risk forfeiture of their deposit, rental fees, and eviction.

#### **NO SMOKING POLICY:**

All homes are Non-Smoking! No exceptions.

#### **PET POLICY:**

No pets allowed unless **prior approval** is agreed upon with Rum Cove Ventures, LLC d/b/a Serendipity. Signed Pet Waiver and Pet Fee required

#### **CLEANING:**

Renter agrees to maintain the cleanliness of the premises during the occupancy and to leave the premises in good condition upon departure. Cleaning costs vary on each rental property.

#### **DISCLAIMER:**

The Renter agrees Rum Cove Ventures, LLC d/b/a Serendipity it's affiliated companies, and employees, owners of the properties, shall not be liable to Renter, Renter's guests, invitees or any other person for any injury, loss or damage to any person or property on or about the rental premises. Renter shall hold Rum Cove Ventures, LLC d/b/a Serendipity and all owners of the properties harmless and indemnified from and against all loss or damage occasioned by use, misuses or abuse of any part of or fixture on the premises, surrounding areas and from or against any omission, neglect, or default of the Renter, his/her guests or invitees.

#### **NOISE ORDINANCE:**

The Island does have a noise ordinance that goes into effect after 10 pm. This ordinance pertains to any loud music or loud sounds coming from the property after this hour. If the police or the Owner is called due to the renters disturbing the peace we do reserve the right to terminate the rental agreement immediately without refund. All fines or fees levied by the City of Anna Maria Island are the responsibility of the Guest and will be immediately paid.

#### **CONSTRUCTION:**

In the event of neighboring construction, Owner/Manager shall not be held responsible to provide any type of advance notification to incoming guests, as we do not receive any type of notification of new or ongoing construction projects (new construction, exterior or interior renovations, pool/landscaping installation, etc...). Property views are subject to change due to construction that may occur on the island.

### **TAX LAW CHANGES:**

In the event of any tax law changes, the guest is responsible to pay the monetary difference that might occur. These changes can affect reservations already paid in full and the guest is responsible to pay the additional fees shall it occur.

### **RATE CHANGES:**

Rates are subject to change without notice on the website. Confirmed booking rates will never be changed unless directed by the customer ie: additional days added.

### **On-Line Booking and Information**

The information provided, though deemed accurate is not guaranteed. It is subject to errors, omissions, change of price or withdrawal without notice.

### **VRBO/HomeAway Policies**

The Terms and Conditions and Policies of VRBO/Homeaway and any partners are incorporated herein. (<https://www.vrbo.com/info/termsandconditions> and <https://www.homeaway.com/info/about-us/legal/privacy-policy>)