



**JWC Villas | Windsor Palms
3 Bed/2 Bath Condo
RENTAL AGREEMENT**

Please Print in Ink

DATE CONFIRMATION:

Check In Date: _____ 4:00 PM EST

Check Out Date: _____ 10:30 AM EST

GUEST INFORMATION:

Name: _____

Address: _____

Phone: _____

Email Address: _____

NUMBER IN PARTY Adults: _____ Children: _____

TOTAL BILL – Input this information based upon agreed upon rates for season chosen (all in USD)

1. Total Nights: _____ X \$ _____ Per Night = \$ _____ Total Rental Amount
2. Total Tax: 13% of Total Rental Amount \$ _____
3. Cleaning Fee: \$75.00 if stay is less than 7 nights
4. Refundable Deposit: \$150.00 (payment by credit card will use a hold on the card for the deposit)
5. Total: \$ _____

**If an "All Inclusive" rate is provided, just put that total amount next to "Total Rental Amount", leave the "Total Tax" blank, and strike through the "Cleaning Fee".

1st PAYMENT

1. 30% of (1.) Plus 100% of (4.) = \$ _____
2. Payment Due Date: (Date provided on Confirmation) _____

2nd PAYMENT

1. Remaining Balance of Total Bill (5.) Less 1st Payment (1.) = \$ _____
2. Balance Due Date: (Date provided on Confirmation) _____

PAYMENT METHODS

Credit Card, PayPal, Check (allow for ten business days to clear), Money Order
Check Payable to: JWC Villas; C/O Jackie Carver, 138 Seabrook Drive, Waveland, MS 39576

CANCELLATION POLICY:

1. If you cancel between 45-60 days before check-in, 75% of the total of your deposit and 1st payment will be returned.
2. If you cancel between 30-45 days before check-in, 50% of the total of your deposit and 1st payment will be returned.
3. If you cancel less than 30 days before check-in, you will forfeit your deposit and 1st payment. We will make every attempt to re-book your reservation. If the reservation is re-booked at the same rate, you will be refunded 80% of the total funds paid.
4. The first day of the rental, there will be no refunds for any reason.
5. No credit will be given for shortened stays due to late arrival or early departures for any reason.
6. No cancellations due to weather.
7. Trip Insurance is a consideration when booking travel.

CONDO RULES:

The Renter and **all** Guests certify that they will abide by **all** Condo Rules Renter understands that these Condo Rules are a part of this contract. For your reference, print the Condo Rules and bring them with you for reference. If you have any questions, please feel free to contact us.

Terms of Acceptance:

This property is privately owned. Owner/Management Company will be held harmless from all claims, actions and judgment of injuries or illness that occurs. Owner/Management Company is not responsible for any accidents, injuries or illness that occurs. Owner/Management Company is not responsible for the loss of personal belongings of guests. Renter agrees to be held completely liable for accidental or malicious damage to the Condo, contents of the Condo, and the property grounds during rental time by renter or renter's guests. Renter certifies that they will comply with all the rules regarding peaceful enjoyment of neighbors, allowable people in premises, allowable cars on premises, and *pets are not allowed*. At the discretion of Owner/Management Company, security deposits will be held for damages, additional cleaning or non-compliance with the rules. Renter will be supplied with a detailed accounting to pay for any additional costs, or be criminally prosecuted by owner and/or management. Owner/Management Company does not guarantee amenities and condition of the Condo. Renter and/or Guests agree to notify Owner/Management Company immediately of any condition of the Condo lending itself to discomfort. This Agreement may not be assigned or the property sublet, and is for renters use only. Renter understands that there are no refunds for early departure. There may be circumstances beyond our control, in which the property might not be available for your booking. Examples of these include (but are not limited to) destruction of or severe damage to the property. In the event of such a circumstance, we will do our best to make alternative arrangements for you where possible. If we cannot, or if the alternative arrangements are not acceptable to you then we will refund all monies paid. This will be the full extent of our liability to you in such circumstances, and we will not be responsible for any other costs connected with any such cancellation, howsoever arising. I have read and understand the "Fine Print". I certify that I am at least 25 years of age. By accepting this reservation, it is agreed that I the renter accepts the risk of any harm arising from my use, or the use of my guests.

Signature _____ Date _____

Departure Instructions:

- All trash, kitchen, waste baskets, etc. is placed in garbage bin to the outside left of the Condo door.
- All dishes are placed in the dishwasher and dishwasher is started on a cycle.
- All laundry, bed sheets, linens, towels, etc. are taken to the utility closet.
- Please leave only one load of towels and linens for the cleaners.
- If you move the furniture, please return it to its original location.
This also applies to any other items that may have been displaced during the stay.
- Turn the heat to 55° in the winter (not needed much in Florida); turn the AC up to 80° in the summer.
- Lock all doors.
- Return keys to the lock box.

Not following these departure instructions will incur additional fees. (Minimum \$ 50.00) If cleaning of the Condo is required above and beyond the normal requirements, cleaning crew will notify us of additional time required to clean the Condo. Such cost will be taken from the deposit, and a detailed accounting of the time required will be included with the remainder of your deposit.

Terms and Conditions

- Owner/Management Company has the right to inspect the premises without prior notice at any time to enforce the terms of this agreement. Should the Guest(s) violate any of the terms of this agreement, the rental period shall be terminated immediately. The Guest(s) waive all rights to process if they fail to vacate the premises upon termination of the rental period. The Guest(s) shall vacate the premises at the expiration time and date of this agreement.
- There is a long distance block on the telephone, however, all local calls are free - a calling card is needed for long distance toll calls. Emergency medical and police service can be called by dialing 911.
- The Guest(s) shall maintain the premises in a good, clean, and ready to rent condition, and use the premises only in a careful and lawful manner. The Guest(s) shall leave the premises in a ready to rent condition at the expiration of the rental agreement, defined by the Owner/Management Company as being immediately habitable by the next Guest(s). Guest(s) shall pay for maintenance and repairs should the premises be left in a lesser condition. The Guest(s) agree that the Owner/Management Company shall deduct costs of said services from the security deposit prior to refund if Guest(s) cause damage to the premises or its furnishings.
- The Guest(s) shall dispose of all waste material generated during the rental period in a lawful manner and put the trash in the bench bin directly outside the property door. Trash is picked up daily.
- The Guest(s) shall pay for any damage done to the premises over and above normal wear and tear.
- No animals or pets of any kind will be brought onto the premises.
- The Guest(s) shall not sublet the property.
- The Guest(s) shall have no more than 8 (eight) persons reside or sleep on the premises.
- The Guest(s) shall behave in a civilized manner and shall be good neighbors respecting the rights of the surrounding property owners. The Guest(s) shall not create noise or disturbances likely to disturb or annoy the surrounding property owners. Creating a disturbance of the above nature shall be grounds for immediate termination of this agreement and Guest(s) shall then immediately vacate the premises. Quiet hour starts at 11 PM and Pool and outdoor noise should be kept to a minimum.
- There shall be no smoking inside the premises. Smoking is permitted outside the home, and all trash must be disposed of properly.
- Owner/Management Company shall provide towels, linens, cups, knives, forks, spoons, dishes, and other items as commonly used by the Owner/Management Company's family.

Toilet paper, soap, dish detergent, laundry soap, shampoos, and other consumables are to be purchased by the Tennant. No reimbursement will be made for unused consumables left at the premises. If consumables exist at the premises when the Guest(s) arrives the Guest(s) is free to use them...

- The Guest(s) shall hereby indemnify and hold harmless the Owner/Management Company against any and all claims of personal injury or property damage or loss arising from use of the premises regardless of the nature of the accident, injury or loss. Guest(s) expressly recognize that any insurance for property damage or loss which the Owner/Management Company may maintain on the property does not cover the personal property of Guest(s), and that Guest(s) should purchase their own insurance for Guest(s) and Guest(s) if such coverage is desired.
- See Cancellation Policy regarding Cancellations.
- Guest(s) agree to pay all reasonable costs, attorney's fees and expenses that shall be made or incurred by Owner/Management Company enforcing this agreement.
- Guest(s) expressly acknowledge and agree that this Agreement is for transient occupancy of the Property, and that Guest(s) do not intend to make the property a residence or household.
- We occasionally experience outages that are beyond our control. We report outages as each occurs. No refunds or compensation will be given for any outages.
- There shall be no refunds of rents due to shortened stays or ruined expectations because of weather conditions.
- Property is currently NOT on the Market for Sale. If the property should go on the MARKET FOR SALE, it may be shown to qualified buyers during the Guest(s)' stay. Every effort will be made to schedule the showing at a convenient time and not interrupt the Guest's vacation. Guest shall allow reasonable viewings of the home between 9 am and 8 PM present or not.
- Guest(s) agrees that Fireworks and other hazardous materials shall not be used in or around the property.
- Guest(s) shall use the property for legal purposes only and other use, such as but not limited to, illegal drug use, abuse of any person, harboring fugitives, etc. shall cause termination of this agreement with no refund of rents or deposits.
- Guest(s) is advised that the stove does have knobs which are wheelchair accessible (knobs are at the front of the stove), and children must be watched at all times to ensure there are no injuries.
- The property has a fire extinguisher installed near the kitchen area. The fire extinguisher was fully charged at last inspection. It is the duty of the Guest(s) to inform management immediately should the fire extinguisher become less than fully charged. Guest(s) agrees to use the fire extinguisher only for true emergencies.
- The property has fire alarms installed and they are believed to function properly at the time of rental. Tennant will notify management without delay if a fire alarm "chirps" or has a low battery condition.
- Guest(s) is advised that there is no carbon monoxide detector on the property and accepts the risk involved in not having one.
- Guest(s) shall see to their own security while in the property by locking doors, windows, etc. when it's prudent to do so.
- Valuable items left behind by Guest(s) will be held for the Guest(s) and every reasonable effort will be made to contact the Guest(s) for return. If items are not claimed for longer than 6 months they shall become the property of the Owner/Management Company. The Owner/Management Company shall not be held liable for condition of said items.
- Cable TV is provided and service level has been chosen by the Owner/Management Company. No refund of rents shall be given for outages, content, lack of content, or personal preferences with regard to cable TV service.
- High speed secure wireless internet is provided as a convenience only and is not integral to the agreement. No refund of rents shall be given for outages, content, lack of content, speed, access problems, lack of knowledge of use, or personal preferences with regard to internet service. The password for wireless access is provided in the Condo.
- Guest(s) agrees that Air conditioning shall not be set below 75 degrees and heat shall not be set above 78, and that the fan setting shall be "Auto". Doors and windows shall be closed when either heat or air conditioning is in operation.