

Englewood Beach House Rental Contract

1. CHECK-IN TIME IS AFTER 3 P.M. EST AND CHECK-OUT IS 10 A.M. EST. Any variation to these times required prior approval.
2. This is a NON SMOKING unit. There is no smoking allowed in the unit or within 6 feet of a door. If you are smoking outside and the wind blows the smoke into the unit you will be charge an ionization fee and may be asked to leave immediately without refund.
3. PETS ARE NOT PERMITTED in rental units or on the grounds under any conditions. If we are made aware of a pet being on the premises, you will be asked to leave immediately and you will forfeit your entire deposit.
4. KEYS – A charge of \$50 for keys not returned will be deducted from the security deposit
5. DAMAGE DEPOSIT- All reservations will have a \$500 damage deposit collected. The deposit is NOT applied toward rent; however, it is fully refundable within (14) days of departure, provided the property is in the same condition at the end of the rental term as it was when you arrived. The Damage deposit shall not be deemed to be liquidated damages, as you are responsible for all damages to the property caused by you or any guests/invitees. Upon arrival you are asked to fill out the INITIAL WALKTHROUGH on the ipad that is provided by the owner. This is your notification to the owner that there are noticeable damages or conditions requiring repair or maintenance. The property will be inspected and inventoried upon your departure. The cost of repairs (other than normal cleaning) and/or replacement of damaged or missing items including linens and utensils will be deducted from the damage deposit. Here are some other basic guidelines for keeping your deposit:
 - No damage is done to unit or its contents, beyond normal wear and tear.
 - All debris, trash, and discards are placed in trash bins, and soiled dishes are placed in the dishwasher and cleaned.
 - House or Condo is not excessively dirty**
** Property is considered excessively dirty when more than 1 set of sheets per bed is left to be laundered, dirty dishes are not put into a sink or dishwasher, trash is outside the trashcan, or the overall unit requires more than the normal amount of time, you will be charged \$50 per hour for extra cleaning with a minimum of 1 hour.
 - All other rules that are posted in the unit must be followed as well.
6. PAYMENT – An advance payment equal to \$1,000 is required to secure your reservation. YOU DO NOT HAVE A RESERVATION UNTIL I RECEIVE YOUR INITIAL PAYMENT. You can make payments in the form of bank money orders, cashier's checks or personal checks payable to the Englewood Beach House. If you want to pay via credit card, please make your payment on the website at www.Englewoodbeachhouse.com or call the owner at 913-608-5654. The BALANCE OF RENT is due 30 days before your arrival date. It is your responsibility to send in the payment on time. If payment is not received by the date indicated on the contract your reservation is subject to cancellation.
7. **CANCELLATIONS – If you are a high season renter (12/15 - 4/15) you must cancel prior to 12/1 to get a refund of your entire amount. Cancellations received after 12/1 will lose the entire**

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amount of the contract unless the unit can be re-rented. Low Season renters (4/16 - 12/14) will lose \$500 if the reservation is cancelled within 60 days of the date of arrival.

8. **MAXIMUM OCCUPANCY-** The maximum number of guests per unit/house is limited to 6, OR 8 people if you are renting the Amanda House. If you violate this rule you will be EVICTED IMMEDIATELY and Owner will NOT REFUND any portion of the remainder of your contract. You will also lose your entire deposit and be responsible for any damage we find in addition to the deposit.

9. **HURRICANE OR STORM POLICY –** No refunds will be given unless:
 - a. The National Weather Service orders mandatory evacuations in a "Tropical Storm/Hurricane Warning area" and/or
 - b. A "mandatory evacuation order has been given for the Tropical Storm/Hurricane Warning" area of residence of a vacationing guest. The day that the National Weather Service orders a mandatory evacuation order in a "Tropical Storm/Hurricane Warning," area, we will refund:
 1. Any unused portion of rent from a guest currently registered,
 2. Any unused portion of rent from a guest who is scheduled to arrive, and wants to shorten their stay, to come in after the Hurricane Warning is lifted; and
 3. Any advance rents collected or deposited for a reservation that is scheduled to arrive during the "Hurricane Warning" period.

10. **OWNERS RIGHT -** Although it is an extremely rare instance, sometimes unexpected things come up and adjustments have to be made to your reservation. Owner reserves the right to cancel your reservation at any time or reserves the right to move you to another unit. If this situation occurs, you have the right to agree to the new accommodations or to cancel your reservation without penalty. If you are moved, you will get a like unit in virtually the same spot.

11. **INSPECTION/ENTRY –** Owner or owner's representative reserve the right to enter the premises to perform inspections, repairs, maintenance, or pest control. If possible, advanced notice of entry will be given. It is mandatory that scheduled maintenance be allowed entry to perform their services. If they are denied entry by you, you will be charged for their time to come back out, which is usually about \$100/hour. All of the scheduled maintenance will be performed by licensed professionals who will clearly identify themselves, the company they work for, and the reason for their entry. Please check the ipad for announcements of scheduled maintenance. For all other maintenance issues or repairs, we will not come into your unit unless you have indicated a problem and have asked for it to be fixed.

12. **NEIGHBORS, TURTLES, AND MANATEES –** Renters must not disturb or offend the neighbors, sea turtles, or manatees. This includes loud music, loud noises or voices, parking in neighboring parking areas, or interior lights left on without shutting the blinds between May and October. If complaints are made regarding your use of the premises, Owner has the right to terminate this agreement and you shall immediately vacate the premises with no refund for early departure. If the Sheriff is called due to your behavior or inappropriateness, your stay is automatically terminated immediately, regardless of time or day. You will lose all remaining rental amounts AND your damage deposit. If Owner receive a fine in the mail due to lighting (turtle) violations, you will be billed back for the entire amount.

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13. RENTERS RESPONSIBILITY – You are solely responsible for any property damage, loss and/or theft from the Property during your occupancy, including loss of money, jewelry and other items of personal property of yours or your invitees, and/or damages due to accident or bodily injury suffered or incurred by any person resulting from the use or occupancy of the property or items of personal property and any recreational activities. You specifically agree that in consideration of \$10.00 paid as part of the rent, and other good and valuable consideration, you shall indemnify, defend, and hold harmless Owner, and all persons with any right title or interest in the Property from and against all claims, suits, damages, and expense arising out of and/or related to claims for damages due to property damage or loss, personal injury and/or death, arising out of or related to your rental, use, or occupancy of Owner’s property, including all such claims attributable to the negligence of any person with any right, title, or interest in Owner’s property.

14. DISPUTE RESOLUTION – All disputes arising out of or related to this contract and/or Renter’s use of Owner’s property shall be resolved by arbitration held in Johnson County, Kansas, pursuant to the American Arbitration Association Commercial Arbitration Rules and Mediation Procedures in effect as of the date this contract is signed by Renter. The parties shall personally attend a mediation conference in Johnson County, Kansas within 30 days of either party filing a formal demand for arbitration. It is the parties’ intent that all disputes be resolved through arbitration. However, if litigation is filed, the parties agree that each party waives their right to a jury and the sole venue for any litigation shall be Johnson County, Kansas.

Signature

Date

Printed Name

Home Address

Home Telephone Number

Cell Phone Number

Email Address