



VACATION RENTAL AGREEMENT

This rental agreement together with the BYC Rules attached hereto (collectively, the "Agreement") is made between the Guest specified below and The Beach and Yacht Club at Perdido Key ("BYC") on the terms set forth below:

AGREEMENT EFFECTIVE DATE: _____
GUEST'S NAME: _____
GUEST'S ADDRESS: _____
GUEST'S EMAIL ADDRESS: _____
GUEST'S TELEPHONE: _____
ARRIVAL DATE OF RENTAL: _____
DEPARTURE DATE OF RENTAL: _____
UNIT RENTED: _____
CLEANING FEE: _____
PET TYPE (if applicable): _____

TOTAL RENTAL AMOUNT: \$ _____

WHICH INCLUDES CLEANING FEE AND:

- DAMAGE DEPOSIT: \$1,000
- PET FEE (if applicable): \$ _____
- SALES TAX \$ _____

PAYMENT DATES

- DAMAGE DEPOSIT IS DUE WITHIN 7 CALENDAR DAYS OF THIS AGREEMENT.
- BALANCE IS DUE IN FULL NO LATER THAN 30 CALENDAR DAYS BEFORE THE ARRIVAL DATE OF RENTAL.

Terms of Rental:

1. **RENTAL PROPERTY:** Guest wishes to rent, for vacation purposes only, the furnished real property and improvements pertaining to the abovementioned unit located at 16791 (Tower A) or 16795 (Tower B) Perdido Key Drive, Pensacola, Florida, 37205 ("Unit") beginning on the Arrival Date and departing on the Departure Date under the terms set forth herein.

2. **AUTHORIZED USE AND GUESTS:** The Units are for the sole use as a personal vacation residence by not more than **SIX persons (including children) in a two-bedroom unit, and no more than EIGHT persons (including children) in a three bedroom unit.** Except as permitted by BYC, no other guest, visitors or persons are permitted. If the Units are used in any way, by more persons than permitted or if an animal not authorized by BYC is inside the Unit (regardless of the duration or reason), (i) Guest, its guests and all others (including pets) may be required to immediately leave the Unit or be removed from the Unit; (ii) Guest is in breach of this Agreement; and (iii) Guest forfeits his/her right to return of the Damage Deposit.

3. **PAYMENTS:** Guest agrees to the following payment terms:

A. Prerequisites. The Unit will **not** be held for Guest until the deposit and balance payment are made in full by the deadlines stated below and BYC receives this Agreement (without changes) signed by Guest. All payments must be made in accordance with the payment methods specified by BYC unless otherwise agreed in writing by BYC. Any refunds due Guest will be made by check.

B. Payment deadlines. The Damage Deposit must be received by BYC no later than 7 calendar days of Guest signing this Agreement. The balance owing on the Total Rental Amount set forth above must be received in full by BYC from Guest no later than 30 calendar days prior to the Arrival Date.



C. **Additional Fees:** Charges Guest will or may incur, in addition to the rental fees and applicable taxes, are:

(i) **Cleaning Fee:** As set forth above.

(ii) **Pet Fee:** As set forth above.

(iii) **Lost Keys:** Each Premise key which is not returned by 10:00 am Central Time on the Departure Date to the BYC Office will incur fees as set forth in the BYC Rules.

(iv) **Service Calls:** In the event that something happens during your stay which is not the fault of BYC, the Unit or the Unit Owner (for example, the Unit key is lost, you need assistance, etc.) BYC's staff is happy to assist you however, this could cause you to incur a service call fee in BYC's sole discretion. These start at \$31/call and will be your financial responsibility.

(v) **Damages** caused by Guest, Guest's guests and/or animals in the Unit or at BYC during Guest's rental period or damages sustained as a result of failure to report a problem, malfunction or damage in a timely manner, as well as repair of drain blockages or stoppages caused by Guest or Guest's guests, unless caused by defective plumbing parts. If the Damage Deposit is insufficient to reimburse BYC for such damages, Guest agrees to promptly pay BYC for any additional costs incurred to address and rectify such damages.

4. **DAMAGE DEPOSIT:**

A. The Damage Deposit set forth above is included in your reservation total and must be paid as set forth in Section 3(B).

B. All or any portion of the Damage Deposit, upon termination of occupancy, may be used by BYC as deemed reasonably necessary to: (i) cure Guest's default in payment of rent or other sums due; (ii) repair damage, excluding ordinary wear and tear, caused by Guest, Guest's guests and/or animals in the Unit or at BYC during Guest's rental period; (iii) clean the Unit if deep cleaning is necessary; (iv) pay for any unauthorized animals in the Unit and/or unpaid Pet Fees; and/or (v) replace or return personal property or appurtenances. Within fourteen (14) calendar days after Guest vacates the Unit, BYC will advise Guest of any Damage Deposit (i) withheld and the basis for its disposition, or (ii) withheld pending receipt of bills in connection with items (i) through (iv) above; and return the remaining portion of Damage Deposit (if any) to Guest. If the Unit is left in good condition, excluding ordinary wear and tear, BYC agrees to refund the Damage Deposit within fourteen (14) calendar days after the Departure Date.

C. No interest will be paid on the Damage Deposit.

5. **CANCELLATION/REFUND POLICY:**

A. **Guest Cancellation more than 30 calendar days from the Arrival Date:** IF GUEST NOTIFIES BYC THAT IT WISHES TO CANCEL OR OTHERWISE TERMINATE THIS AGREEMENT AS OF THE DATE WHICH IS MORE THAN 30 CALENDAR DAYS FROM THE ARRIVAL DATE, ALL MONEYS PAID BY GUEST WILL BE REFUNDED LESS A \$100 CANCELLATION FEE.

B. **Guest Cancellation 30 calendar days or less from the Arrival Date:** IF GUEST CANCELS OR OTHERWISE TERMINATES THIS AGREEMENT FROM THE DATE WHICH IS 30 CALENDAR DAYS OR LESS FROM THE ARRIVAL DATE, ALL MONEYS PAID BY GUEST WILL BE RETAINED BY BYC AS LIQUIDATED DAMAGES.

C. **BYC Cancellation:** IF BYC NOTIFIES GUEST THAT IT WISHES TO CANCEL OR OTHERWISE TERMINATE THIS AGREEMENT PRIOR TO THE ARRIVAL DATE, ALL MONEYS PAID BY GUEST AS OF THAT TIME WILL BE REFUNDED. NO OTHER AMOUNTS WILL BE OWED BY BYC INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES.

>> IN ORDER FOR A CANCELLATION NOTICE SENT TO BYC TO BE VALID, IT MUST BE SENT TO beachyachtclub@bellsouth.net AND A POSITIVE DELIVERY CONFIRMATION MUST BE PROVIDED UPON REQUEST.

6. **TERMINATION OF OCCUPANCY/ PERSONAL PROPERTY REMAINING IN UNIT/NO HOLD OVER:** Upon termination of occupancy, Guest will: (i) return to BYC all keys to the Unit (ii) vacate the Unit and surrender it empty of all persons, personal property and animals; (iii) vacate any/all parking and/or storage spaces; and (iv) deliver the Unit to BYC in the same condition, less ordinary wear and tear, as received upon arrival. BY SIGNING THIS AGREEMENT, GUEST SPECIFICALLY WAIVES ITS RIGHTS UNDER SECTION 509.191, FLORIDA STATUTES REGARDING PERSONAL PROPERTY REMAINING IN THE UNIT AND AS SUCH AGREES THAT UPON TERMINATION OF THE TENANCY OF THE UNIT, BYC SHALL NOT BE: A) REQUIRED TO PROVIDE GUEST WITH NOTICE OF



SUCH PERSONAL PROPERTY REMAINING IN THE UNIT, AND/OR B) LIABLE OR RESPONSIBLE FOR ANY STORAGE OF GUEST'S PERSONAL PROPERTY REMAINING IN THE UNIT AND/OR C) LIABLE FOR DISPOSING OF ANY SUCH PERSONAL PROPERTY WITHOUT NOTICE TO SAID GUEST.

Guest agrees there will be no holding over past the Departure Date or departures past 10:00 AM Central Time on the Departure Date without BYC's prior approval. Any unauthorized holding over by Guest will be subject to a charge at the Unit's daily rental rate, plus \$150.00 ("Holdover Rate"), plus any additional damages incurred including, but not limited to, the cost of alternative housing for third party guests displaced by Guest's holding over. Unapproved late departures (ie. past 10:00 AM Central Time) on the scheduled departure will be charged \$100.00.

Guest acknowledges and agrees that BYC may remove or cause to be removed from the rental premises any Guest or guest who, while at the Unit, illegally possesses or deals in controlled substances, violates any of the terms of this Rental Agreement, is intoxicated, profane, lewd or brawling, who indulges in any language or conduct which disturbs the peace and comfort of other guests or neighbors, or which constitutes a nuisance, or which injures the reputation, dignity or standing of the Unit, or anyone who fails to make payment of rent at the agreed-upon rental rate and fees at the agreed-upon times, or anyone who fails to check-out at the agreed-upon time unless an extension of time is expressly agreed to by the BYC and the Guest prior to check out. Admission to and removal from the Unit is not and shall not be based upon race, creed, color, sex, physical disability or national origin. Any notice to vacate may be given orally or in writing by BYC to Guest, and if in writing shall be as follows: "You are hereby notified that this establishment no longer desires to entertain you as its guest, and you are requested to leave at once. To remain after receipt of this notice is a misdemeanor under the laws of this State."

Any Guest who remains or attempts to remain in the Unit after being requested to vacate shall be guilty of a misdemeanor of the second degree punishable in accordance with Florida law. If any person is illegally at the Unit, BYC may call upon any law enforcement officer of this State for assistance. If the Guest is arrested, BYC shall employ all reasonable and proper means to care for any personal property which may be left at the Unit by the guest; however, upon arrest, the Guest/guest shall be deemed to have given up any right of occupancy and to have abandoned such rights.

7. FORCE MAJEURE/TRAVEL INSURANCE: Neither BYC nor the Unit's Owner assume any liability for "force majeure" events (ie. pandemics (COVID-19 or otherwise), hurricanes, storms, flooding, war, terrorism, etc...) or other similar acts outside BYC's or Unit Owner's control. The Cancellation/Refund Policy stated above applies regardless of force majeure events prior to the Arrival Date or during the Guest's rental period. *If you think you may need to cancel this reservation for whatever reason (including, but not limited, to due to "force majeure" events, poor health, job or school demands, cancellation by other guests, weather, etc.), you are strongly encouraged to purchase a "Cancel for Any Reason Travel Insurance Policy" from an insurance agency of your choosing.*

8. PERSONAL PROPERTY AND INJURY: Guest agrees that BYC, Unit Owner and BYC's agents shall not be liable for any loss of or damage to any personal property in the Unit or stored in rooms or places provided to Guest in connection therewith, nor shall BYC or BYC's agents or employees or Unit Owner be liable to Guest, Guest's family, guests, or agents for failure to repair or maintain any part of the Unit or property contained therein absent gross negligence. Guest further agrees that neither BYC, nor BYC's agents or employees or unit owner shall be liable for any damage to the personal property of the Guest, Guest's family, guests, or agents arising from theft, vandalism, fire, water, rain, acts of God or government, interruption of utilities, acts of others or other third party or external causes whatsoever. ***You are strongly encouraged to purchase personal property insurance from an insurance agency of your choosing.***

Guest agrees to indemnify, defend and hold harmless BYC and the Unit's Owner from all claims, disputes, litigation, judgments, costs and attorney fees resulting from loss, damage or injury to Guest, Guest's guests, Guest's animals or personal property belonging to Guest or Guest's guests.

9. CLEANING/CONDITION OF UNIT: The Unit will be delivered to Guest in a clean, habitable condition consistent with the listing photos. Upon termination of occupancy, Guest will deliver the Unit in the same condition, less ordinary wear and tear. If Guest does not return the Unit in the same condition, excluding normal cleaning, an additional charge will be deducted from the Damage deposit (**Please note that oven cleaning is considered beyond "normal cleaning" and will incur an additional \$25.00 charge.**)

On the Arrival Date, Guest will on arrival, examine the Unit, all furniture, furnishings, appliances, fixtures and will immediately report, in writing, if any are not in operating condition or are in disrepair. REPORTING REPAIRS DOES NOT GIVE GUEST THE RIGHT TO CANCEL THIS AGREEMENT OR RECEIVE A REFUND OF ANY PAYMENTS MADE.

10. PETS: Animals are only allowed in the Unit with BYC's prior explicit written approval. If Guest or Guest's guests have an unauthorized



animal is in the Unit, (i) Guest is responsible for all damage caused by the animal(s), (ii) Guest, Guest's guests, animal(s) and all others may be required to immediately leave the Unit, or be removed from it, (iii) Guest is in breach of this Agreement, and (iv) Guest forfeits its right to return of any Damage Deposit.

11. **KEYS:** Guest agrees to put all Unit keys back in the Packet Pickup Wall-Box by the BYC Office's Front Door on the Departure Date no later than 10 am CT and not make any copies of the Unit keys.

12. **UTILITIES:** The rental rate includes all utilities such as electricity, central air conditioning, heat, WiFi and cable / streaming TV.

13. **POOL / DOCK RULES: No lifeguard is available on the premises.** Guest shall use pool, water and dock with great care and in accordance with any posted rules. All children and elderly, frail adults using said pool, water or dock shall be constantly supervised by a responsible adult who can swim. If the pool, water, or dock are equipped with any safety features such as a fence or other pool or water area barrier, a pool cover, a door latch or a door or window alarm, Guest shall be responsible for correctly operating and using said safety device every time the pool, water area or dock is used. **Any use of said pool(s), water area or dock shall be at the sole risk of the user, the responsible adult supervising the user, and the Guest.** Guest is responsible for and shall indemnify the BYC and BYC's agents and Unit Owner and hold them harmless from any and all claims, liability, demands, actions, causes of action, expenses, damages, losses or injuries sustained by any person including Guest, Guest's family, agents, guests or invitees as a result of or arising from the Guest's subject occupancy and tenancy, including, but in no way limited to claims arising from the use of any pool, water area or dock, which are part of the rental premises. Guest shall also be liable and indemnify BYC and the Unit Owner for attorney's fees and court costs incurred by BYC and/or Unit Owner in enforcing any of the terms, covenants or conditions of this Rental Agreement or which are sustained by BYC and/or the Unit Owner as a result of or arising from or during Guest's subject occupancy and tenancy.

14. **RULES; REGULATIONS; NO COMMERCIAL USE:** Guest agrees to comply with the BYC Rules as well as any and all rules and regulations posted at any time at BYC, in the Unit and/or delivered to Guest. Guest will not and will ensure that his/her guests and/or animals of Guest will not: (i) disturb, annoy, endanger, or interfere with other guests at BYC; (ii) use the Unit for any commercial or unlawful purpose including, but not limited to, using, manufacturing, selling, storing or transporting illicit drugs or other contraband; (iii) violate any law or ordinance; and/or (iv) commit waste or nuisance in the Unit or at BYC.

15. **MAINTENANCE:** Guest will properly use, operate and safeguard the Unit including its furniture, furnishings, and appliances and all mechanical, electrical and plumbing fixtures, and keep them in a clean normal condition. Guest will immediately notify the BYC Office of any problem, malfunction or damage. Guest agrees to pay for all repairs or replacements related to the Unit caused by Guest, guests of Guest and/or animals in the Unit or at BYC during Guest's rental period, excluding ordinary wear and tear. ***THE UNIT'S FRONT DOOR AND SLIDING GLASS DOORS MUST NOT BE LEFT OPEN IN ORDER TO PREVENT MALFUNCTION OF THE UNIT'S CENTRAL COOLING AND HEATING SYSTEM.*** Guest will pay for all damage to the Unit as a result of failure to report a problem, malfunction or damage in a timely manner. Guest will also pay for repair of drain blockages or stoppages, unless caused by defective plumbing parts.

16. **ALTERATIONS:** Guest will not make any alterations in the Unit or at BYC including, but not limited to, moving furniture, painting, adding or changing locks, installing antenna or satellite dish(es), placing signs, displays or exhibits, or using screws, fastening devices, nails or adhesive materials

17. **ENTRY:** BYC's representatives and agents have the right to enter the Unit, at any time, (i) for the purpose of making necessary or agreed repairs, decorations, alterations, improvements for maintenance or to supply necessary or agreed services; (ii) to verify that Guest has complied with the terms of this Agreement; and/or (iii) in case of emergency. Further, the Unit's Owner as well as BYC's representatives and agents have the right to enter the Unit, upon reasonable notice, to show the Unit to prospective or actual purchasers, lenders, appraisers or contractors.


18. **NO ASSIGNMENT OR SUBLETTING:** Guest will not assign any interest in this Agreement or sublet any part of the Unit. If this Agreement is assigned or the Unit or any part thereof is sublet, (i) Guest, Guest's guests, assignee(s), sub-lessee(s) and all others may be required to immediately leave the Unit or be removed from it; (ii) Guest is in breach of this Agreement; and (iii) Guest forfeits his/her right to return of the Damage Deposit.

19. **DISPUTES/GOVERNING LAW:** This Agreement will be governed by the laws of the State of Florida. Any dispute relating to, arising out of, or connected with this Agreement shall be exclusively filed and maintained in a State or Federal court located in Pensacola, Florida.



20. **JOINT AND INDIVIDUAL OBLIGATIONS:** If there is more than one paying Guest, each one will be individually and completely responsible for the performance of all obligations under this Agreement, jointly and individually with every other Guest.
21. **TRANSIENT OCCUPANCY:** Guest is renting the Unit as a transient lodger for the number of days specified above. BYC retains full legal, possessory and access rights.
22. **PARKING:** One reserved covered parking space is provided for Guest's use during the stay. There is additional open parking for guests in the parking lot in front of the Unit and across the street at the BYC Office. Guest's cars as well as those of Guest's guests must display a hang tag at all times. Hang tags are available from the BYC Office during business hours. Guest assumes the risk for any parking violations or failure to display a hang tag. Failure to display a hang tag will result in having a boot placed on the vehicle. Guest will be responsible for all charges associated with the boot and its removal from the vehicle. **NO RVs or CAMPING TRAILERS are PERMITTED.**
23. **GUEST AGE REQUIREMENT:** Guest must be at least 25 years of age and provide proof of such of upon BYC's request.
24. **ENTIRE CONTRACT:** This Agreement, together with the BYC Rules attached hereto represents the entire contractual agreement between BYC and Guest regarding rental of the Unit. It is intended as a final expression of the parties' agreement and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. For clarity, any prior discussions (written or oral) or electronic communications are not binding on either BYC or Guest, and no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this Agreement. Any provision of this Agreement that is held to be invalid will not affect the validity or enforceability of any other provision in this Agreement. The waiver of any breach will not be construed as a continuing waiver of the same or any subsequent breach.
25. **EXECUTION:** BYC and Guest agree that this Agreement may be signed and transmitted via facsimile or email/PDF which shall constitute an originally signed document.

Agreed as of the Agreement Effective Date:

<p>THE BEACH AND YACHT CLUB AT PERDIDO KEY</p> <p>SIGNATURE: </p> <p>By: Susan Muench, Manager</p>	<p>BY SIGNING THIS AGREEMENT, YOU AGREE TO THAT YOU ARE AT LEAST 25 YEARS OLD AND THAT YOU WILL ABIDE BY ALL THE TERMS HEREIN AND ATTACHED HERETO.</p> <p>GUEST'S SIGNATURE: _____</p>
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THE BEACH & YACHT CLUB

AT PERDIDO KEY