

# SAND DOLLAR VACATION RENTALS AND PROPERTY MANAGEMENT TERMS AND CONDITIONS

These Terms and Conditions apply to anyone entering into a rental agreement with Sand Dollar Vacation Rentals and Property Management ("SDVR") at any of our managed properties in Fernandina Beach, Florida. Submitting a booking request is contingent upon acceptance of these terms and conditions.

Reservations may be made up to one (1) year in advance. Rates, fees and properties are subject to change without notice.

The individual property owner(s) delegates SDVR as the authority to refuse accommodations to guests for any reason, including but not limited to, those that have received a poor report from a previous stay at our managed properties or any other.

SDVR properties shall NOT be rented to any individual under the age of 25 years. All guests must be accompanied by a responsible adult over the age of 25 years - NO EXCEPTIONS.

# **RENTAL RESERVATIONS AND PAYMENTS:**

- <u>Initial deposit</u> of thirty (30) percent is required to confirm a reservation at the time of booking. Payment of the thirty (30) percent deposit must be received by SDVR before a confirmation will be issued. No grace period will apply.
- <u>Reservation balance</u> is due thirty (30) days prior to arrival date. Balance not paid by the due date will be automatically applied to the credit card on file, or cancellation of reservation and forfeiture of deposit without notice.
- <u>Reservations made within thirty (30) days of arrival date</u> require full payment at time of booking.

\*\* Reservation payments are made by credit card.

# MONTHLY AND WINTER RESERVATIONS PAYMENTS:

- <u>Initial deposit</u> of fifty (50) percent is required to confirm a reservation at the time of booking when reserving a property 28 days or more. Payment of the fifty (50) percent deposit must be received by SDVR before a confirmation will be issued. No grace period will apply.
- <u>Reservation balance</u> is due sixty (60) days prior to arrival date. Balance not paid by the due date will be automatically applied to the credit card on file, or cancellation of reservation and forfeiture of deposit without notice.
- <u>Reservations made within sixty (60) days of arrival date</u> require full payment at the time of booking.

\*\* Reservation payments are made by credit card.

### CONFIRMATION:

Upon receipt by SDVR of your reservation deposit, a confirmation will be e-mailed to you. Twenty-eight days prior to your check-in date, you will receive email notice of the remaining balance due. You may pay your remaining balance any time prior to the due date. A balance not paid by the due date will be automatically applied to the credit card on file, or cancellation of reservation and forfeiture of deposit without notice. The week of your scheduled reservation, 72 to 12 hours before your arrival date, you will receive another email with information required for check-in. If the email is not received, please don't hesitate to contact SDVR (call or text 904.206.7789) prior to the 4pm check-in (the SDVR office closes at 5pm EST).

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It is strongly encouraged that all guests purchase travel insurance. A guest who cancels at least 30 days before check-in will be refunded 100% of the amount paid, minus the booking fee for the total reservation amount. If a guest cancels between 29-15 days before check-in, the guest will be refunded 50% of the amount paid, minus the booking fee for the total reservation amount. Our cancellation policy does not allow us to issue refunds if a guest cancels his reservation within 14 days prior the check-in date. No rate adjustments or refunds, in part or in full, will be issued due to, but not limited to, inclement weather - including tropical storms, hurricane evacuations, sickness, death, or other.

\*\* A Guest that books a rental property 28 nights or more, will adhere to a 60 day cancellation policy.

# TRAVEL INSURANCE PROTECTION

SDVR recommends obtaining a Travel Insurance Protection Plan that protects a guest in the event he/she needs to cancel a reservation for any reason. Please consult with a SDVR Agent for a referral company to choose. If booking through an OTA (Airbnb, VRBO, etc.) they have plans available as well. Please note, this plan cannot be added to a reservation (even through an SDVR Agent) for any stays during a "named" storm.

# ADULT/FAMILY RENTALS:

SDVR properties shall NOT be rented to any individual under the age of 25 years. All guests must be accompanied by a responsible adult over the age of 25 years - NO EXCEPTIONS. A responsible adult over the age of 25 must be staying in the property at all times for the duration of the rental reservation. If a guest is found to be in violation of this term and condition, immediate eviction will occur with absolutely no refund. This policy includes reservations made by any adult over the age of 25 who check underage age guests in, then leave before the entire stay is completed. SDVR has the right to verify the identity and age of a guest any time before or during a scheduled stay in one of its managed properties. *In accordance with Florida State Statute 509.141, reservations made under false pretense are null and void and check-in will not be allowed* 

# MAXIMUM NUMBER OF GUESTS:

The maximum number of overnight guests is pre-determined based on the size of the property and is provided within the listing description of the property. At no time shall the number of guests staying in a property exceed the maximum number of guests as described in the listing description. Any breach of this term will result in immediate eviction from the property and forfeiture of all monies paid. Children under the age of 2 are not included in the maximum number of guests.

### CONDITION OF RENTAL PROPERTY:

The property shall be in the same condition upon departure as at check-in. Normal wear and tear expected. Owner or its Agents may enter the property at reasonable times to make repairs. Guest may cook in areas specifically designated for cooking. Guest must immediately notify Agent of fire or other damage to property. Guest shall be liable for all acts of family, invitees, employees, or other persons invited onto the property. Guest shall abide by the House Rules of the Owner, Property Manager, Condominium or Townhome Association and/or the Booking Agent as provided to Guest. Guests shall not bring any pets onto the property (see pet policy below) unless pets are permitted and pet fee paid. Guest will not smoke on the property (see smoking policy below). Guest will rinse off sand from feet and any other beach toys as well as ocean tar prior to entering the property. No parties or events of any kind shall be allowed without prior consent. Additional charges may apply. No catering or outside music permitted without prior consent; additional charges may apply.

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# PROPERTY DAMAGE:

An active credit card is required to be held on file in the event of property damage. Additionally, a Vacation Rental Damage Protection Fee is charged to every reservation. This is a non-refundable fee (Damage Protection Fee) that will cover each guest up to \$1500 worth of accidental damage. Accidental damage MUST be reported and disclosed to management with photo(s) prior to check-out to be considered accidental. Missing or lost items are not considered accidental damage and will be subject to guest charge at replacement cost - this does not apply to beach chairs or umbrellas provided by previous guests left behind as SDVR does not provide or warrant such at any property. Intentional damage of any amount is not covered under the Damage Protection Fee and will result in the credit card on file being charged the full amount of the damages at replacement cost. Any accidental damage exceeding \$1500 will be charged to the credit card on file. Any damage noticed upon arrival must be immediately reported to SDVR by text or email with photos, if applicable. Removal of any furniture or furnishings from the property, including but not limited to outside furniture, is prohibited. Removal of furniture or furnishings will result in additional fees and is not covered under the Damage Protection Fee. By making a reservation with SDVR you hereby waive your right to dispute any charges that are made to your credit card regarding the terms of this policy or in violation thereof.

# **CLEANING CHARGE:**

A non-refundable housekeeping/cleaning charge will be included with all reservations. A housekeeping/cleaning charge varies on the size of the property. An additional cleaning fee will be incurred for any stays 28 days or longer. The cleaning charge cannot be reduced if a guest stays one night or ten nights as the contracted cleaning technicians perform the same cleaning process to a property every day. We pride ourselves on preparing each property so our guests arrive to enjoy a freshly cleaned and sanitized property ready for a relaxing stay. Unfortunately, sometimes things are inadvertently overlooked or missed during the guest preparation process and if that's the case, we ask that you please contact us (call, text or email) within a few hours of your arrival so we may immediately rectify the situation. We're not able to resolve an issue if it's not shared with us. Please be aware sand is all around us on Amelia Island and the closer to the beach, the more of it. The cleaning technicians do their absolute best to remove all traces of sand, but sometimes – hard as they may – it may linger. Sand is the necessary evil of enjoying the beach. Properties left in extremely dirty or abused condition (beyond normal wear and tear) including but not limited to, linens, furniture, furnishings, floors/carpet and the like will be subject to additional cleaning fees and charges.

# BOOKING FEE:

A non-refundable booking fee will be charged to all reservations.

### CHECK-IN TIME:

*Check-in is on or after 4:00pm EST – Early check-ins are not possible March through October, please don't ask.* In some cases, access to your reserved property may be unavoidably delayed due to cleaning or maintenance issues (especially during high-demand seasons). SDVR makes it a priority to expedite this process, but will under no circumstances issue compensation for a check-in after 4pm EST.

### CHECK-OUT TIME:

# Check-out is by 10:00am EST - Late check-outs are not possible March through October, please don't ask.

Unless otherwise arranged with Agent, the 10:00am EST check-out time is crucial for the housekeeping/cleaning contractor to perform housekeeping duties. In the event the contractor's housekeeping/cleaning crew cannot enter the vacation rental premises due to an unauthorized late check-out, you will be will be subject to a \$100.00 charge every hour past the 10am EST check-out time; and, if past 4pm EST, an additional night will be charged at double the regular rate. Guests are expected to leave the property in neat condition, remove all trash, start the dishwasher with a load of dishes and place used towels in the shower/tub. Bed linens should remain on the beds. Please refer to the specific check-out instructions in the property.

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### PROPERTY ACCESS, PARKING PASSES, POOL ACCESS:

All properties are accessible via keyless locks that require a 4 to 6 digit door code which is emailed to you 72 to 24 hours prior to your reservation arrival check-in date. Parking passes, pool passes or the like are provided inside the property, in Guest Notebook and retrievable upon your check-in. Such items should be returned to the guest notebook at the time of departure to avoid additional charges.

#### NO SMOKING POLICY

All SDVR properties are smoke-free environments. Smoking is defined as, but not limited to, any lighted cigarette, cigar, pipe, or vape containing tobacco products or any other smoking products whether legal or illegal. For the safety and health of all guests smoking is strictly prohibited both inside and outside the rental property and all common areas. Failure to comply with this policy will result in immediate eviction from the property and a minimum \$500 charge.

#### PET POLICY

Most SDVR properties are NOT pet friendly communities for guests. Properties accepting pets are noted in the online property description. Failure to comply with the pet policy will result in additional charges to cover the cost of cleaning furniture and carpeting, charges to cover Owner's fine by HOA if applicable, as well as result in immediate eviction from the property. Damaged property due to a pet will result in a separate charge based on a case by case review. When booking a pet-friendly unit, please accept the non-refundable pet fee in the reservation options to avoid additional charges, and indicate the type of animal in the comments section of the online booking process. A \$200 non-refundable pet fee is charged per animal with a maximum of two (2) pets per stay. The non-refundable pet fee may vary depending on the breed and weight of pet(s). The pet policy pertains to dogs and cats only - no other type of animals are permitted. ANY EVIDENCE OF A PET(S) IN A NON-PET FRIENDLY PROPERTY WILL RESULT IN IMMEDIATE EVICTION AND A MINIMUM \$500 CHARGE.

### SERVICE ANIMALS:

A service animal is allowed to accompany a guest into a property that is not usually pet-friendly. Note: Emotional support, therapy, comfort and or/companion animals are not considered service animals under ADA guidelines. In order to verify the animal in question is a service animal, the ADA allows places of public accommodations to document answers to specific questions. If you plan to travel with your service animal, at the time of your reservation request, please be prepared to answer these questions and provide copies of service animal certification papers. These requirements are necessary to allow your service animal to stay in our property, and so we may share with the property owner and HOA, if applicable for a non-pet friendly complex.

# SUBLETTING:

Reservations are not transferable.

#### MAINTENANCE:

Please report any maintenance issues to our office during your stay. Maintenance orders will be handled in the order they are received. SDVR's staff and authorized vendors may enter the properties to respond to any maintenance or housekeeping issues during your stay. There are NO refunds or adjustments for maintenance issues or unforeseen failures such as, but not limited to, the supply of electricity, water, television, cable or satellite providers, appliances, air conditioning or heating.

#### INTERNET:

All SDVR properties include internet (Wi-Fi) access. SDVR does not, however, guarantee internet connectivity. If a guest does access internet content during the stay, you do so at your own risk and are responsible for ensuring any accessed material does



not violate laws regarding copyright, trademarks, pornography or any material deemed slanderous, defamatory or offensive. No refunds will be given due to loss or interruption of internet (Wi-Fi) service.

# **GRILLS AND FIREPITS:**

Private grills, community grills, and firepits are available at select properties as a courtesy and are to be used solely at your own risk. Propane, charcoal, wood, and grilling utensils, as well as proper grill and firepit usage, are your responsibility. Grills and firepits are not disassembled or deep cleaned in between guests. Homeowner Associations may prohibit and/or restrict grills and firepits. For details on availability and restrictions, please visit the individual page for your property.

# WHAT TO BRING WITH YOU:

SDVR properties are stocked with many of the comforts of home, including bedding and kitchen essentials such as dishware and utensils. Upon arriving for your stay with us, you will find your rental property has been stocked with a starter supply of toilet paper, paper towels, hand soap, laundry pods, dishwashing pods, liquid dishwashing soap, body soap and shampoo. These items are a starter supply to get you through your first 24 hours, but you will want to pick up additional supplies to get you through the remainder of your stay. Napkins, condiments, cooking spices and coffee

filters are other things you may want to purchase while at the store. Other items you might want to consider bringing, or renting from a local company, include cribs, pack-n-plays, highchairs and any other items required by the youngest travelers in your group. And, while bath towels are provided, beach towels are not, so be sure to bring yours from home. Beach chairs, beach umbrellas, beach toys and the like are not provided so you may want to bring your own, rent or purchase for your stay.

#### NEIGHBORHOOD/HOA RULES:

Most neighborhoods and condo complexes are controlled by a Homeowner Association. These associations have strict rules in many cases regarding parking, garbage removal, towels hanging from balconies, trailers and RVs. For questions about restrictions in neighborhoods and condo complexes, please contact an SDVR representative. For your convenience, complex/residence HOA Rules and Regulations (if applicable) are provided in each property in the guest notebook. In the event of non-compliance guests are responsible for any fines that may be imposed. Property quiet time begins at 10:00pm and ends at 9:00am. Guests are encouraged to always be a good neighbor – above you, below you and beside you. Remember the Golden Rule.

#### CONSTRUCTION:

SDVR cannot predict construction plans in the area and therefore, cannot be held responsible for any inconvenience. No refunds will be given in the event of nearby construction or on-site construction required by homeowner associations to preserve the integrity of the building, complex or structure.

#### **BEACH RULES:**

Please help us in keeping our beaches beautiful. Remove all umbrellas, chairs, and toys from the beach each day. Items left on the beach after sunset or placed on the beach before sunrise will be removed by Code Enforcement and may not be recoverable. Observe the warning flags posted at every public access for your safety. There is more specific information regarding our Guest beaches and beach rules placed in property in the Notebook. your and property

#### **INDIVIDUAL PROPERTIES:**

Although each property will be completely equipped for rental purposes, we cannot accept responsibility for aesthetic conflicts. All properties are privately owned. SDVR reserves the right to change properties for any reason. \*Should an owner of any property elect to remove their property from our rental program, the guest shall not hold SDVR liable. In such an instance, the

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guest will be relocated to comparable accommodations determined by the Agent or offered a full refund.

### SPECIAL EVENTS:

Weddings and special events are not permitted at most properties. Some events require permits and/or approval from associations and in many instances an additional fee may be required based upon the event and property. It is the guest's responsibility to contact the corresponding associations and/or representatives to ensure compliance.

### POOL POLICIES:

Renters accept all responsibility for the risk of using pools and Jacuzzis like spas. Diving or jumping into pools or Jacuzzis may result in head, neck or spinal injuries. Guests must accompany all minors in their party to pools and Jacuzzis. No residential, community or condominium pools are controlled by SDVR; therefore, SDVR cannot be held responsible for any inconveniences resulting from the pool(s).

#### DISCLAIMER:

The renting guest agrees that SDVR shall not be liable to renting guest, renter's guests, invitees or any person for any injury, loss or damage to any person or property on or about the rental premises. Renting guest shall hold SDVR 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 renting guest, his/her guests or invitees. The renting guest acknowledges that SDVR acts solely in the capacity of Agent for the property owner, assumes no liability hereunder.

Sand Dollar Vacation Rentals & Property Management

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