**Terms and Conditions** 1



## Latitude30, LLC **Booking Policies and Guest Agreement**

Deposit due with the signed agreement: 20%

Returned checks: All checks returned for insufficient funds are subject to a \$35 service charge per occurrence.

Deposit due with the signed agreement: 20%

- 1. Within two days of the receipt of the invoice and electronic rental agreement, a reservation deposit is due to hold your reservation (this deposit will count towards the balance owed, this is NOT a refundable damage deposit, this is a deposit towards your total owed to hold your reservation).
- 2. The remaining balance of the agreed-upon payment is due 45 days prior to check-in (depends on the length of stay). If check-in date is sooner than 45 days, the entire balance is due immediately.

CHECK-IN AND CHECK-OUT: The check-in time is 4:00 PM. The check-out time is 10:00 AM. The Guest will be charged for an additional day's rent if not checked out by 10:00 AM. All early check-ins and late check-outs must be arranged in writing with Management in advance and may require additional charges.

CANCELLATION: 100% refund (less reservation fee) if you cancel at least 60 days before check-in. 50% refund if you cancel at least 30 days before check-in.

No refund if you cancel less than 30 days before check-in.

Balance is due 45 days prior to arrival.

## Stays of 28 nights or more

100% refund (less reservation fee) if you cancel at least 90 days before check-in.

Loss of initial deposit if cancelled at least 60 days before arrival.

50% refund if you cancel at least 30 days before check-in.

No refund if you cancel less than 30 days before check-in.

Balance is due 45 days prior to arrival.

We encourage you to purchase travel insurance as unforeseen events beyond your or our control can affect travel plans prior to or after your arrival. Please make sure to thoroughly read through any insurance policy to make sure it will cover you and the reasons you may need to cancel.

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**PROCESSING FEE:** This is a standard processing fee that helps cover administrative costs.

**CLEANING FEE:** Cleaning fee covers normal wear and tear and laundry. Excessive cleaning and laundry may result in additional cleaning fees.

**TAXES:** Taxes are collected by the state and county. State taxes are 6.5% and local taxes are 4%— thus we are required to collect 10.5% taxes on the total amount. *Occasionally changes are made to tax rates and cleaning fees. These are beyond our control and are passed along to renters. Rental rates may change but rates quoted when the dwelling is booked will be honored unless the quote was in error.* 

**GUEST AGES:** The Guest signing this agreement **must be at least 25 years of age. At least one guest that is over 25 years of age must be a guest in the condo for the entire stay** and will be held responsible for all other parties and/or guests of the Guest for compliance with this Agreement, with listed policies, ordinances, rules and regulations and for any losses incurred by owner of the rented property and any damages to the property or furnishings.

GUEST GENERAL DUTIES: Guest will maintain the property in good and clean condition and will use the property in a carful and lawful manner and not exceed the maximum number of guests as specified in the property description. Additional guests will result in an immediate termination of this rental agreement and forfeiture of all rental fees. Guest will, on arrival, examine the property and will immediately report any damage discovered or any equipment not in operating condition. Guest will pay for any damage to the property, including, without limitation, any necessary or appropriate maintenance and/or repairs required because of guest's damage. Guest is responsible for securing the property, including windows and doors. Guest will be responsible for any losses due to guest's failure to properly secure the property. Guest will leave the property in good condition (less ordinary wear and tear) as received by guest upon guest's arrival.

**REPAIRS:** All repairs and maintenance problems should be referred to the Agent. Air conditioners, TVs, and other appliances will occasionally malfunction and cannot be guaranteed to perform. Management guarantees that repairs will be done as soon as possible during normal business hours.

There will be no refunds for furnishings or early departure due to breakdown of air conditioner, heater, appliances, etc., if breakdown is due to weather and/or other conditions over which Management has no control.

**ENTRY OF PREMISES:** For maintenance or emergency purposes, a reservations management employee or contractor may need to enter the premises. Reservations Manager or Reservations Manager's representative may enter the premises during reasonable daylight hours without securing prior permission from Guest but shall give Guest notice of such entry immediately prior if possible and immediately thereafter. In any emergency, Owner or Owner's servicing agents may enter the premises at any time without permission of Guest for the purposes of making repairs to alleviate such emergency.

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**NO SMOKING:** No smoking is allowed inside the house. Any evidence of smoking in the unit will result in an additional \$750.00 cleaning fee related to cleaning up smoke related damage to the property will be charged to the Guest.

PARKING: Guest agrees that no parking is allowed except for the area designated for parking. Any damage to lawns or landscape will be charged to Guest. Guest is not to repair or disassemble vehicles on the Premises. Any illegally parked cars are subject to towing; any applicable fines/towing fees are the sole responsibility of the vehicle owner. Parking passes are located inside the unit, if necessary. Renters must display parking pass on vehicle at all times. Failure to displace may result in towing of vehicle at renter's expense. Leave the parking pass inside the unit upon departure, \$50.00 fee for lost parking passes.

guests while on the Premises. Guest and their guests agree not to violate the quiet enjoyment of the surrounding neighbors and to respect their privacy and property. Guest and their guests must abide by the rules and regulations set forth by Management and the HOA. Guest shall obtain pre-approval for any guest not listed in this Agreement. Guest shall be responsible for any HOA fines due to violation of rules and regulations.

LOST KEYS/REMOTES/PARKING PASSES: A fee of \$50 will apply to each set of keys, garage remote, and parking pass not returned by the renter.

ATTORNEY'S FEES: If Management employs an attorney to enforce the terms and conditions of this Agreement, Guest shall be responsible for all costs and reasonable attorney's fees incurred by the Agent whether or not suit is filed. Both Agent and Guest waive the right to demand a jury trial concerning any litigation between Agent and Guest.

**INDEMNIFICATION:** Guest agrees to reimburse Agent upon demand for the cost of repairs or service caused by the negligence or improper use by Guest, their family, or guests. Guest will indemnify and hold harmless Agent from all losses, damages, liabilities, and expenses which can be claimed against Agent for any injuries or damages to person or property caused by the acts, omissions, neglect, or fault of the Guest, their family, or guests or arising from Guest's failure to comply with any applicable laws, statutes, ordinances, or regulations.

**VOLUNTARY EVICTION NOTICE:** The Guest and all parties with the Guest will be subject to immediate eviction from the Property if the Guest or parties of the guest violate any terms of this Agreement, including but not limited to, violation of the occupancy limits, pet provision, smoking, possession of illegal substances, noise ordinance or parking. In the event of eviction from the Property, the Guest shall forfeit all amounts paid and there will be no refund of money.

This Agreement is taken in full compliance with federal, state and local Fair Housing Laws, without regard to race, color, religion, sex, country of origin, handicap or familial status.