Website Terms and Conditions Defining Realty Co. DBA Grande Escapes

Welcome to Grande Escapes! Below is an outline of our terms and conditions regarding website usage and bookings.

Deposits & Payments

A rental deposit of AT LEAST 25% of the total reservation is due and payable to Grande Escapes to secure your reservation. The deposit may be higher depending on the type and length of accommodations and will be noted on the reservation summary.

Final payment is due 60 days prior to the check-in date. Guest expressly agrees that a valid credit card will be kept on file by Grande Escapes. Guest hereby authorizes Grande Escapes to charge the credit card for the cost of repairs, replacement, services, telephone charges or extra cleaning for all damage, breakage and/or loss incurred during his/her stay. Extra cleaning includes, but is not limited to, excessive trash, stains on flooring and furniture, stained linens, dirty dishes, etc. In the event of damage to the premises, its equipment, furniture, or carpeting, Guest shall be responsible for the costs of repairing or replacing such damage. If collection or legal action is necessary, the Guest will be responsible for the costs thereof, including reasonable attorney's fees. Documentation detailing damages and charges will be provided to the Guest.

For reservations made within 60 days of the check-in date, the entire reservation amount along with the valid credit card, information will be held as a security deposit is immediately due in full.

Most major credit cards including Visa, MasterCard, Discover and American Express are accepted. Personal checks and e-checks are also accepted as payment. Please make checks payable to Grande Escapes . A fee of \$50.00 will be charged for all returned checks. Your reservation is not confirmed until payment is received and, in the case of personal checks, the clearance of such checks by the issuing bank. After we receive final payment we will send, via email, your confirmation. Check-in instructions will be issued 48 hours prior to arrival.

Security Deposit- Damage Protection

In lieu of traditional refundable security deposits, you can purchase a Protection Damage Insurance Plan that covers unintentional damages to the rental unit interior that occur during your stay, provided they are disclosed to management prior to check-out. The policy cost is \$65 and will pay a maximum benefit of \$2,500. Any damages that exceed \$2,500 will be charged to the credit card on file. If, during your stay at one of our properties, an insured person causes any damage to real or personal property of the unit as a result of inadvertent acts or omissions,

the insurer will reimburse the insured for the cost of repair or replacement of such property up to a maximum benefit of \$2,500. Certain terms and conditions apply. Full details of the Rental Unit Damage Protection coverage are contained in the Certificate of Insurance or Insurance Policy. By submitting payment for this plan, you authorize and request Travel Protection and Insurance Services to directly pay Grande Escapes any amount payable under the terms and conditions of the Rental Unit Damage Protection.

Please contact a Grande Escapes agent directly if you do not wish to participate in this plan and request a traditional security deposit.

Cancellations & Refunds

Cancellation prior to full payment will result in the forfeiture of the entire rental deposit. In the event of cancellation, and the property is re-rented for the rental period at the same rate, all payments will be refunded, less a 25% cancellation fee. In the event the accommodation cannot be re-rented for the rental period, you are responsible for the full rental amount, or the difference if the property is rented at a lesser rate. No refunds will be given until the property is re-rented. The landlord and guest (tenant) agree that should the property be destroyed by fire or any other unforeseen casualty, so as to become unfit for human habitation, prior to occupancy, this lease shall become null and void and all deposits made hereunder shall be refunded in full to the guest. Should the owner of any property elect to remove their property from the Grande Escapes INC. rental program, the guest shall not hold Grande Escapes liable. In such an instance, the guest will be relocated to comparable accommodations determined by the rental agency. If comparable accommodations are not available, the guest will receive a full refund of the reservation amount paid. Grande Escapes. is not responsible for events beyond its control, e.g. inclement weather, maintenance and construction issues. The west coast of Florida has a tropical environment that can cause a lot of maintenance problems. While we will do our best to notify you of any situation that occurs, no refunds will be issued for events and maintenance problems out of Grande Escapes control. We strongly encourage all guests to obtain Travel Insurance.

Check-In is after 4:00 p.m. Check-Out is 10:00 AM.

Please call the office to inquire about early check-ins or late check outs.

Guest and Guest's entire party must vacate the property no later than 10:00 am. Failure to check out on time could result in a late fee.

Please be advised that some condo associations have strict parking, key, and trash regulations that if not followed may result in a fine to the guest. All rules are noted in the binder in the property. If charges are incurred you may be charged a fine after the fact.

Home & Condo Equipment

All homes and condos are privately owned and equipped for basic vacation needs. Bed linens and towels are available for the number of guests indicated on the guest agreement. Kitchen utensils and a starter supply of soap and paper products are made available for all rentals. You

will need to bring or purchase additional supplies. Although each property will be completely equipped for rental purposes, we cannot accept responsibility for aesthetic conflicts.

Maintenance problems in the home or condo will be handled in a timely and professional manner. The reservation amount will not be adjusted due to any malfunction of equipment, which includes TVs, VCRs, DVDs, air conditioning units, hot water heaters, stoves, refrigerators, door locks, etc. The property is furnished with Owner's furnishings and neither the Owner nor Grande Escapes will be responsible for providing any additional furnishings or equipment.

Maximum Occupancy

Each property has a specific maximum occupancy. Take note of the maximum number of guests allowed in the homes and condos before making your reservation. If the maximum occupancy is exceeded without management approval you will be evicted and charged a minimum of \$250. Our properties are located in residential areas and are rented for personal vacation use only. Parties and other large gatherings, commercial uses, and illegal or immoral activities are not allowed. Violators risk forfeiture of their deposit, reservation amounts paid, and eviction.

No Smoking

All homes and condos are Non-Smoking! This includes all shared areas such as pool, bbq, tennis courts, etc. **No exceptions - \$1200 cleaning fee.**

Beachfront Units ONLY Sea Turtles

Beachfront units have an obligation to protect our nesting sea turtles. From May1 - Oct 31. All shades MUST be closed and the beach facing exterior lights off from dusk to dawn. Turtle patrol photograph and ticket violators. Fines start at \$250 per day. Guests will be responsible for citations issued during their stay. A notice is also included in any beachfront property.

Pets

If evidence is found that a pet was brought onto the property without approval of Grande Escapes, the Guest will be charged for the costs of cleaning and repair of damages caused by such pet, with a **minimum additional cleaning fee of \$500**.

<u>Travel Insurance (US Residents Only)</u>

Travel Insurance has been made available with your reservation. Travel Insurance reimburses for pre-paid, non-refundable expenses due to certain unforeseeable circumstances that may jeopardize your vacation investment and force you to incur unplanned expenses. We strongly recommend you purchase this valuable protection. If not purchased, you acknowledge you have read and understand our cancellation policy and choose not to purchase Vacation Rental Insurance on behalf of all occupants.

Additional Provisions

Grande Escapes or property owner, assigned vendor, may enter the premises at anytime for the following reasons:

- *Assess damages or malfunctions
- *Perform repairs and maintenance
- *Supply services agreed upon by Guest and Grande Escapes.
- *If the unit is for sale, we will provide 24-hour notice to show the unit at a reasonable hour
- *In case of emergency, Grande Escapes reserves the right to enter the unit for the purposes of safekeeping and/or prevention of further damage.

Grande Escapes is not responsible for construction and maintenance at a property that is outside of the unit and no refunds of the reservation amount paid will be given for these inconveniences.

Disclaimer

The Guest agrees that Grande Escapes shall not be liable to Guest, Guest's guests, invitees or any other person for any injury, loss or damage to any person or property on or about the rental premises or from use of any items provided for guests use such as, but not limited to, beach equipment and sporting equipment or any activities booked thru Grande Escapes. While we do our best to verify activity vendors and activities we are not responsible for injury, damages or any loss resulting from any activity booked through Grande Escapes. Guest shall hold Grande Escapes 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 Guest and his/her guests or invitees. The Guest acknowledges that Grande Escapes is acting solely in the capacity of Agent for the property owner and assumes no liability thereunder.

All of the properties managed by Grande Escapes are privately owned. The homeowners are not responsible for any accidents, injuries or illnesses that occur while on the premises or its facilities or from use of any items provided for guests use such as, but not limited, to beach equipment and sporting equipment. The homeowners and Grande Escapes are not responsible for the loss of personal belongings or valuables of the guest. By accepting this reservation, it is agreed that all guests are expressly assuming the risk of any harm arising from their use of the premises or others whom they invite to use the premise and items provided for guests use.

Grande Escapes does not reserve properties without a completed online reservation form or a signed Guest Agreement. Your reservation is not confirmed until payment is made and a contract is received. A hold does not constitute a confirmed reservation. Grande Escapes is in no way responsible for any financial loss resulting from a reservation. We appreciate your business and look forward to hosting you and your family as our island guests; we thank you in advance for understanding our reservation policy.