

TO BETTER SERVE YOU, PLEASE LET FRONT DESK KNOW OF ANY MAINTENANCE OR HOUSEKEEPING ISSUES WITHIN 24 HOURS OF ARRIVAL!

A valid credit card is required to maintain the reservation and integrity of the unit. By initialing this agreement, you waive your right to dispute charges made to your credit card regarding this policy. Non-billing stipulations include: (a) No damage to the property including theft (b) No violations of the rental agreement (No Smoking, No Pets) (c) Rental is left in orderly condition with all personal property, towels and linens as came with the unit, left within the unit. It is vital that (1) All trash is removed (2) Dishwasher has been started (3) Keys returned to front desk (4) Check-out by 10:00AM. Failure to do any of or all of these will result in a charge up to \$100. There are additional trash bag and dishwasher soap available at the front desk the day of your departure if needed. You must be 18 to use our Gym no exceptions!

<Customer_First> <Customer_Last> Initial: _____

This Agreement constitutes a contract between the person (s) above and Islander HOA as Agent to rent the Dwelling described above. In signing this agreement, the guest does promise to abide with all rules and regulations in the Guest Rental Agreement below.

X _____

X _____

<Customer_First> <Customer_Last> Signature

Date

WAIVER OF LIABILITY

This Agreement waives the liability of The Islander Owner’s Association, Inc. ("Association") and the Unit Owner(s) upon whose behalf the Unit is being rented for the undersigned to occupy and use all available facilities, including but not limited to units, common elements, and limited common elements, at the Islander, subject to any conditions imposed by the Association. All such occupancy and use of the facilities shall be referred to as the "Activity". By using the unit, you agree to these additional rental policies.

PLEASE READ CAREFULLY. THESE ARE THE ADDITIONAL RENTAL POLICIES.

1. I, as the Rental Guest and all other guest in my party wish to participate in the Activity as noted herein.
2. I hereby agree that participation in the Activity is at my own risk. I understand that interacting with owners, residents, guests, tenants, lessors, or any other persons while participating in the Activity is at my own risk. I acknowledge that

the Association makes no representation as to the health conditions of any such persons and if any such person may currently have or previously been exposed to any virus, pathogen, contagion, influenza, pandemic, epidemic, or other communicable disease.

3. As a condition of participating in the Activity, I, my heirs, and assign, expressly agree to forever discharge waive and release the Association, its officers, directors, management, staff, and/or employees, the injuries, liabilities, actions, causes of action and from all acts of active or passive negligence on the part of the Association and its officers, directors, management, staff, and/or employees, the Owner of the subject Unit, and all of their heirs, successors and assigns on account of any and all injuries or damages, including but not limited to bodily injury, mental injury and/or property damage from any event, mishap, accident, loss, damage or injury suffered by myself or my party resulting from or connected with or caused by participation in the Activity. I further agree to defend, indemnify and hold harmless the Association and its officers, directors, management, staff, and/or employees, the Owner of the subject Unit, and all of their heirs, successors and assigns from any and all claims, losses and liabilities, including attorney's fees, arising from, connected to, and/or arising from use of any facility or my permitting or suffering any third party to enter the premises as my family member, guest, or invitee.

4. I agree that I am voluntarily participating in the Activity and assume all risks of injury, illness, or death. The Association is not responsible for any loss of or damage to my person or property. This Waiver and release of liability includes, without limitation, all injuries which may occur as a result of my participation in the Activity. To the fullest extent provided by law this release and indemnity is also for negligence on part of the Association or Owner of the subject Unit.

5. The undersigned acknowledges that the Association and Owner of the subject Unit have no legal obligation to provide access to participate in the Activity and that but for the acceptance of this release that the Association and Unit Owner would not agree to such access. Further, the undersigned acknowledges that the acceptance of this release is specific consideration for participation in the

Activity. This Waiver and the provisions contained herein shall be construed, controlled, and interpreted in accordance with the laws of the State of Florida. Venue for any dispute arising as a result of this Waiver shall be Okaloosa County, Florida. In any portion of this Waiver shall be deemed by a Court of competent jurisdiction to be invalid, then the remainder of this release from liability shall remain in full force and effect and the offending provision or provisions severed.

Check in: The front desk is open 24-hours for your convenience. Check in time is after 3:00 pm. Due to our high standards of cleanliness, not all units may be ready for check in promptly at 3:00 pm but we guarantee it will be ready before 5:00 pm. We ask for your patience and recommend you have alternate plans in the event your unit is not ready at 3 pm. You are welcome to use the pools or go to the beach while you wait. No shows will be charged the full contracted rate. If a guest other than the person listed on the reservation intends to arrive first, please make sure the proper plans have been made and the front desk has been notified. The balance is to be paid in full prior to occupying the unit.

Early Check in: If your unit is available and you want to check in, there will be an additional charge of \$25 per hour prior to 3:00 pm.

Check out: Check out time is 10:00 am. A late checkout fee of \$100 may be charged to the credit card on file for late departures. If you have not vacated the unit by 2:00 pm, a full days rent will be assessed. Upon your departure, we ask that you run your dishwasher and take out any garbage. The unit keys need to be returned to the front desk on departure. A \$10 plus tax fee will be assessed for any keys not returned. Front Gate Remote is \$50 plus tax. Lost Safe keys are \$150 plus tax.

Rates: Rates are subject to change without notice. All reservations are subject to Florida's 11.5% tax and a taxable \$105 cleaning fee (For stays 28 days or longer, the cleaning fee is \$150). While we try and keep the unit you have booked, there may be occasions where the unit is not available, so a comparable unit will be allocated. Units can never be guaranteed.

Individual Properties: All properties are privately owned. The Islander 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 The Islander liable. In such instance, the guest will be relocated to comparable accommodations determined by the rental agency.

Age Requirement: The person making the reservation must be 25 years or older and must occupy the unit during the entire length of the reservation. The Islander is a family friendly condominium and we do not rent to guests under the age of 25 without a parent or guardian (ID required). Any reservation made under false pretenses will be subject to forfeiture of advance payment and will not be allowed to check in.

Payment:

Deposit: A \$300.00 advance rent deposit is required at the time of making your reservation, payable with Visa, MasterCard or Discover. If you elect to purchase trip insurance, that cost is due the day added to the reservation. Damages to property will be charged to this credit card account. Unless notified otherwise, as authorized per your reservation deposit confirmation, your

final payment balance will also be charged to this credit card per the Final Payment policy below.

Final Payment: A final payment of the remaining balance for your reservation is due on or before 12:00p.m. Central Time (Destin time) 14 days prior to your arrival date. Unless notified otherwise, the credit card you provided for your deposit will be charged the remaining final payment balance as authorized per your reservation deposit confirmation. Refunds will not be given after final payment is made. If final payment is not received by the Islander on or before 12:00p.m. Central Time on the due date stated above, the reservation will be cancelled and your deposit forfeited.

Changes to Reservation: Changes may be made to your reservation more than 30 days prior to arrival, will be subject to a \$50 change fee charged to the credit card you provided at deposit. If you upgrade to a more expensive unit, this fee may be waived at Managements discretion. Changes to your reservation, other than extending your stay, are not permitted less than 30 days prior to your arrival date.

Cancellation: Cancellation notice is required 30 days or more prior to arrival date for daily or weekly rentals. A \$50 processing fee will be applied to your account and the balance refunded. Long-term, seasonal reservations which are stays 28 days or longer must cancel by September 1st or 120 days prior to arrival date. Cancellations less than 30 days prior to your arrival date are non-refundable.

**It is strongly encouraged that all guests purchase CSA Travel Protection Insurance. The Islander does not give refunds for Man-Made and/or Technological disasters.

CSA Travel Protection Insurance: The insurance premium is 6.95% of your total reservation amount and can be added at the time of booking. This fee is NON-REFUNDABLE. To get more information or file a claim with CSA Travel Insurance call 866-999-4018.

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 on every reservation. This is a \$50 non-refundable, non-negotiable fee (Peace of Mind Protection) that will cover the unit up to \$1,000 worth of accidental damage. Accidental damage MUST be reported and disclosed to management prior to check-out to be considered accidental. Missing or lost items are not considered accidental damage and will be charged to the credit card on file for the replacement cost. Intentional damage of any amount is not covered under the Peace of Mind Protection Fee and will result in the credit card on file to be charged for the full amount of damages at replacement cost. Any accidental damage exceeding \$1,000 will be charged to the credit card on file. Any damage noticed upon arrival must be reported immediately to the front desk. By making a reservation with The Islander Rental Company you hereby waive your right to dispute any charges that are made to your credit card regarding the terms of this policy or violation thereof.

Housekeeping/Linen: The total cost of the reservation includes housekeeping service upon departure. An initial supply of toilet paper, bar soap, paper towels, dishwashing detergent and garbage bags are provided. Please note that this is only a start up kit and you will need to replenish your own supplies during your vacation. There will be 6 beach towels provided in each unit. The Islander can provide additional maid service at the guest's request for \$105 fee plus tax per cleaning. The Islander does provide a complimentary laundry exchange on Mondays, Wednesdays and Fridays only between 8 am – Noon in the summer season, and Tuesdays and Thursdays 8am – Noon in the winter. Additional laundry exchanges can be arranged for a small

fee. Please note if you have any housekeeping issues please call 1-800-477-8837 within 24 hours of your arrival, and we will send housekeepers back for all legitimate issues. No refunds or rate adjustments will be given for housekeeping. If your residence requires additional cleaning beyond routine departure housekeeping service at check out, you may be subject to additional charges ranging from \$50 - \$300. Towels, sheets, blankets or furniture may not be removed from the property, except for the beach towels. We keep a strict inventory of every towel, sheet, mattress pad, etc. Do not take them or ruin them with makeup or stains or you will be charged for replacement.

Parking: Each unit is allowed 2 parking spaces. Each vehicle will need to visibly display their parking pass in the front windshield. Vehicles without valid passes are subject to towing. Boats, jet skis, trailers, etc. must be parked by the tennis courts on the north side of the lot. Should parking become limited, guest vehicles will take priority over recreational vehicles (boats, RVs, etc.) Please be aware during extreme weather, cars should be parked around the edges on higher ground, as the parking lot is prone to flooding. The Islander will not be held responsible for flood damaged vehicles.

Pets: Pets are not allowed at The Islander. There is a \$150 charge per day for pets discovered in the unit.

Laundry: The Islander has a coin-operated laundry room located on the 2nd floor available to all of its guests.

Non-smoking: All units at The Islander are non-smoking and violating this policy will result in a \$1,000 charge.

Have a safe trip and we look forward to your arrival at The Islander!!!