

## GUEST RENTAL AGREEMENT

1. Guest(s) acknowledges and understands that he (she) is a licensee of the Owner and not a tenant; and that he (she) is not acquiring any interest in the property.
2. It is understood that each unit is privately owned including the furnishings, with THE FOUR WINDS solely as Agent for the Owner.
3. Four Winds does not guarantee air conditioning, appliances or property amenities. Every effort will be made, however, to expeditiously effect repair of air conditioning problems, appliances, etc. There will be no refund for their failure.
4. Servicemen may enter premises with prior notice for purpose of effecting necessary repairs, maintenance and pest control.
5. Should the dwelling be undergoing any major repairs or become unavailable for any other reason, Agent may provide guest with substitute comparable accommodations, if available.
6. Occupancy and use of premises shall not be such as to disturb or offend neighbors or residents. The Agent has the prerogative to terminate this agreement and to ask disruptive Guests to vacate the premises. Renter's age must be twenty-five years (25) or older and the number of occupants in the rental unit must be in accordance with the unit's capacity. At least one adult must be in residence with minors (under twenty-five years) during the entire stay. Failure to comply can result in eviction and rentals fees for the remaining days of rental period will not be refunded.
7. Information regarding individual listings is believed accurate but cannot be guaranteed. Guest(s) inspection of the premises is encouraged.
8. **CANCELLATION POLICY:** If your reservation is less than a 28 day duration, your written cancellation request must be received a minimum of thirty (30) days prior to your arrival date in order to receive a full refund. The processing fee is non-refundable.

If your reservation is more than 28 days in duration, your written cancellation request must be received a minimum of ninety (90) days prior to your arrival date in order to receive a full refund. The processing fee is non-refundable.

**WINTER CANCELLATION POLICY:** If your reservation is longer than 28 days during the months of January, February and March, the following cancellation policy will apply. The processing fee is non-refundable.

- For a full refund, cancellation request must be received by June 1<sup>st</sup> of the prior year.
- Cancellation requests made between June 2<sup>nd</sup> and August 31<sup>st</sup> of the prior year will result in a cancellation penalty of \$200.00.
- Cancellation requests made between September 1<sup>st</sup> and October 31<sup>st</sup> of the prior year will result in a cancellation penalty of ½ month's rent.
- Cancellation requests made after November 1<sup>st</sup> of the prior year will result in a cancellation penalty of 1 month's rent.

9. The Guest(s) acknowledges and understands that checkout time is no later than 11:00am and check-in time is no earlier than 4:00pm. **A \$50.00 PER HOUR FEE WILL BE CHARGED FOR LATE CHECKOUTS AFTER 11:00 A.M.**

10. Guest(s) shall be solely responsible for any property damage, accident injury to any person or loss sustained by any person, including loss of money, jewelry, and other items of personal property, arising out of or in any way related to Guest(s) use of the premises or the items of personal property provided by THE FOUR WINDS or the Owner at Guest(s) request. Guest(s) shall inspect and be familiar with proper use and application of such items prior to using them. Guest(s) hereby agrees to INDEMNIFY and hold THE FOUR WINDS and/or Homeowner harmless from any and all claims including those of third parties, arising out of or in any way related to Guest(s) use of premises or the items of personal property provided therein. Guest(s) assumes the risk of injury or other losses relating to any recreational activities and will hold owner and its agents harmless with respect there to.

11. Guest(s) shall leave premises in clean, undamaged condition. If unit is not left in suitable condition, guest understands that THE FOUR WINDS reserves the right to charge guest for any repairs or special cleaning. Refer to Check-Out Procedures located in the guest Welcome Envelope. **Initial \_\_\_\_\_**

12. Our rules are provided for your review in each condo. Please carefully read these rules. These rules have been established to insure a safe and enjoyable experience for all permanent residents and renters. **NO PETS ARE PERMITTED IN RENTAL CONDOS.** Riding of bicycles, skateboards, scooters and skates of any kind is not permitted on Four Winds property. Because parking space is a problem we strongly enforce the use of parking passes. **VEHICLES WITHOUT PASSES WILL BE TOWED.** Renters are allowed to get two additional parking passes for use for guests. We have occupation limits on our units of six people in a two-bedroom unit and four people in an efficiency unit. Children in diapers are not permitted in our swimming pools. Current "Swimmers" type protective swimming suits do not protect against fecal matter entering the pool from diapers. Swim-type disposal diapers must be used. Food and glass drink containers are not permitted in the pool areas. Please take time to review our rules and if you see a violation of the rules please report it to the office. If the violation is after hours please call the office for our after-hours number.

13. **Smoking in the condos is not permitted.** An additional cleaning fee could be charged if smoke residue or a smoke smell is detected in the condo upon your departure.

14. If you lock yourself out of the condo, an after-hours fee of \$45.00 will be assessed to have one of the staff come to the property to let you in.

15. **A boat parking fee** of \$37.10 per week is due upon arrival from renters with a boat. Limit one boat per unit. Length limit of both boat and trailer is 23 feet including the tongue. Parking for boats not guaranteed and are on a first come first serve basis. You must call the Four Winds office to reserve a boat parking space.

**No renter boat parking permitted the week of July 4<sup>th</sup>.**

16. **Charcoal and Propane Grills** are not permitted on balconies or patios at any time (Florida Law). All types of grills may be used on the ground level as long as the grill is at least 10 feet from any building structure. Please be considerate the smoke does not disturb the people in the condos in the surrounding area.

**THIS GUEST LICENSE AGREEMENT SHOULD BE SIGNED AND RETURNED IMMEDIATELY UPON RECEIPT**

\_\_\_\_\_  
Renter's signature

\_\_\_\_\_  
Date

Sincerely,  
Cindy Longo  
Rental Manager  
The Four Winds Condominiums  
8130 A1A South  
St. Augustine, Florida 32080  
904-471-0683  
<http://www.fourwindscondo.com>  
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