

Wren Beach Rentals
Modern Wave Rental Guest Agreement

This is a rental agreement between Wren Beach Rentals, property manager, and _____, renter(s), regarding **MODERN WAVE, located at 4430 Coastal Highway (A1A), St. Augustine, FL 32084.**

Reservation/Payment: For rentals lasting 1 week or less, a \$500 deposit is due within 5 business days from the time that you make your reservation. For rentals exceeding 1 week, a \$500 per week deposit is required. The remaining rental balance is due within 8 weeks prior to your arrival date. If a reservation is made within 60 days of your stay, the full payment is due at the time of booking.

Damages: An accidental damage waiver is included in your Wren Beach Rental reservation. The damage waiver covers up to \$1000 of accidental damage per stay. All damage, outside of what is deemed normal wear and tear, must be reported prior to your departure. If damage is not reported, this waiver is void. Should Wren Beach Rentals deem the damage to be intentional, the guest will be held responsible for the repair, replacement, and/or cleaning. Upon arrival, guests should inspect the property and report any noticeable damages as soon as possible.

Events: Please inquire about event friendly homes when making a reservation. Otherwise, no parties or large gatherings are permitted in our homes at anytime. We reserve the right to refuse rental, cancel an existing reservation or terminate occupancy without refund if, in our opinion, your actions will be detrimental to the property.

Cancellations: When a reservation is made, refunds are made ONLY if the house becomes uninhabitable OR if the owners are able to re-rent the house for the same period and amount as the original booking. If a portion of the rental time is re-booked, a pro-rata refund will be made. All refunds due to renter-initiated cancellations are subject to a 10% administrative fee. We encourage you to obtain trip cancellation insurance. Several companies are listed on our web site.

Hurricane Policy: Hurricane refunds will be issued only if the National Weather Service orders a mandatory evacuation in our immediate area (St. Augustine to Jacksonville). When a mandatory evacuation order is given, we will refund (a) any unused portion of rent from a guest currently renting the house; (b) any unused portion of rent from a scheduled renter who wants to arrive after the hurricane order is lifted; or (c) any advance rents collected for a renter scheduled to arrive during the mandatory evacuation period.

Smoking: All of our homes are non-smoking. Dispose of butts appropriately when smoking outside.

Pets: We have many pet friendly homes. Our beaches are pet friendly, although dogs must be leashed. You must have a signed pet agreement and pay the pet fee. You are responsible for cleaning up after your pets on the beach, in the yard, and in the house.

Check-In Procedure: Check-In begins at 4 pm on the day of your arrival. Instructions will be provided with the Welcome Packet once all rent and fees have been paid. No early arrivals without the permission of the property manager.

Check Out Procedure: Check Out is at 10 am on the morning of your departure. Please vacate the home by 10 am to allow us proper time to prepare the home for the next arrival. Guests are required to: remove all food products (from the pantry, fridge and freezer), start at least one load of laundry (sheets, towels), load and start the dishwasher, and bag all trash. We'll take care of the rest!

Furnishings: Each beach house is privately owned and reflects the individual owner's personal taste. All homes are equipped with basic items such as TV, bed spreads, pillows, mattress pads, cookware, flatware, microwave, toaster blender and coffee maker. Specialty items vary. All homes come equipped with a gas grill. Propane gas will be provided.

Phones: Local calls and emergency dialing are permitted from the property, long distance service may not be provided.

Parking: Park in the paved areas only. Parking on the grass is absolutely prohibited. Parking on the grass will damage the lawn and buried gas and septic systems. Modern Wave can accommodate up to 3 vehicles.

I have read and agree to the above conditions of the Wren Beach Rentals Guest Agreement.

Renter signature

Date

MODERN WAVE GUEST LIST

Only the individuals listed below can stay in the house over night. Additional names must be disclosed to Wren Beach Rentals prior to the arrival date. No more than 6 people (plus baby in crib) can be accommodated. You must be a minimum of 25 years of age in order to rent property from Wren Beach Rentals. Persons under 25 years of age must be accompanied by an adult, parent or guardian during their stay. Any reservation obtained under false pretense will be subject to forfeiture of payments and not be allowed to check-in or possibly asked to vacate the premises.

<u>Name:</u>	<u>Age (if minor)</u>	<u>Name:</u>	<u>Age (if minor)</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

RENTER INFORMATION

Name _____ Phone _____ Email: _____

Address _____ City _____ State _____ Zip _____

Arrival on ___/___/___ no earlier than 4 PM
(Mo/ Day / Year)

Departure on ___/___/___ no later than 10 AM.
(Mo/ Day / Year)

FEES DUE:

Rent: \$ _____; Pet Fee: \$ _____; Cleaning Fee: \$200; Processing Fee: \$50; Tax (10.5%): \$ _____

Total: \$ _____ The deposit of \$ _____ is due within 5 business days in order to reserve the house.

The remaining balance of \$ _____ is due 8 weeks prior to arrival ___/___/_____.
(Mo/ Day/ Year)

Full payment is due if arrival date is within 60 days of this agreement.

Renter hereby agrees to indemnify, defend, and hold harmless Robert and Jill Franskowski (collectively, the "Owners") and Wren Beach Rentals, Inc. (property manager) from and against any and all claims, damages, expense (including, attorneys' fees) or liability arising from Renter's actions during the term of this Rental Agreement, the performance of any repair, renovation, or maintenance to the property, or otherwise from the Renter's (or any contractor, agent, employee, invitee or guest of Renter) use or occupancy of the property. This indemnity will include, but not be limited to, claims or liabilities asserted against Owners based upon negligence, strict liability or other liability, however founded, by any third party, and all costs, attorneys' fees, expenses, and liabilities incurred or paid by Owners in the defense of any such claim. Owners may defend any such claim at Renter's expense by counsel selected by Owners. Furthermore, as a material part of the consideration to Owners for the entering into this Rental Agreement, Renter assumes all risk of damage to property or injury to persons in, upon, or about the property arising from any act or omission of Renter, Renter's agents, employees, contractors, licensees, guests and invitees. In the event of termination of this Rental Agreement, Renter agrees that all indemnification provisions of this Rental Agreement shall survive any such termination.

I attest that I am over 25 years of age. I also agree that if I require a pet friendly or event home, I have disclosed that information and am aware of the fees associated with those and penalties for not disclosing such requests.

Renter Signature: _____

Date: _____

PLEASE COMPLETE RENTER INFORMATION, SIGN, AND SEND ONE COPY TO:

David Lombana, 3112 S. Ponte Vedra Blvd, Ponte Vedra Beach, FL 32082

Phone: 904-349-0614/email: david@wrenbeachrentals.com

Checks should be made payable to: **Wren Beach Rentals**

A copy with the manager's signature will be returned to you for your records.

Manager's Signature: _____

Date: _____