



## Short-Term Rental Agreement

Guest Name	Contact # while in Florida	Contact Email while in Florida

Thank you for booking your stay with Siesta Vacation Rentals, LLC. Below you will find the terms and conditions for our rentals for your review. In order to confirm your reservation we require that this document be signed by the renter and returned to our office either via email ( [vacationinfo@prophomes.com](mailto:vacationinfo@prophomes.com) ) or US Postal Service at the address found at the bottom of this page. We appreciate your prompt attention to this matter and look forward to your visit.

The signing of this rental agreement by the renter confirms acceptance of terms and conditions set out and shall be binding on the persons listed as guests intending to occupy the premises.

**UPON ARRIVAL:**

In the unlikely event you are not satisfied with the accommodations you must contact our office within 20 minutes of your arrival at the home. We will be available to assist you with any reasonable request, but any such request must be reported shortly after your arrival. Most items can be resolved very quickly if we are notified in a timely manner.

Your satisfaction with our property is paramount to us and should you consider that the matter is of a serious nature, you must contact us DURING your stay and not upon your arrival home. If the problem is not reported during your stay, we cannot accept any responsibility.

**Some notes on Florida Life:**

- Florida has a sub-tropical climate and care must be taken with food. Uncovered food can attract insects very quickly.
- Many homes are surrounded by palms and vegetation which can be home to many different types of creatures such lizards, palmettos, inch worms. While our homes have routine pest control services, these creatures will enter the home if given the opportunity. Please keep doors and windows (or screens) closed whenever possible. Should one slip in, don't worry. They are quite harmless.
- For Pool Homes: if the pool/spa is heated, please keep in mind that the heat is affected by external temperature. This is especially true during the cooler months. If the heater is found to be operating correctly but not providing heated water due to air temperatures, no refund nor compensation will be given.

**CANCELLATIONS:**

All cancellations must be in writing.

Cancellations more than 90 days prior to your arrival, you will be refunded the entire amount paid toward your reservation less \$250 non-refundable cancellation payment and \$125 administrative fee (plus applicable taxes).

Cancellations within 90 days prior to your arrival will be subject to the ability to re-rent the property, home or unit. There is no guarantee we will be able to re-rent your unit, and there is also no guarantee we will be able to re-rent the unit for the same price you paid. We will provide best efforts to re-rent. If the property is re-rented we will issue a refund in the amount we were able to re-rent the property for less \$250 non-refundable cancellation payment and \$125 administrative fee. There will be no refund if the property is not able to be re-rented for the cancelled period.

If you decide to re-instate your reservation, there will be a \$100 re-instatement fee.

**Trip Cancellation Insurance**

We strongly encourage all our guests to purchase comprehensive trip cancellation insurance to cover any unforeseen circumstances within or without your control.

**Confirmation:**

If you book a property through Siesta Vacation Rentals, you will receive a confirmation email, which will contain important information you will need to know, such as our Terms and Conditions which you agree to automatically by making payment and by this signed agreement. Siesta Vacation Rentals reserves the right to cancel any reservation with a full refund at any time.

**Office:** 2327 Stickney Point Road, Sarasota, FL 34231    **Toll-Free:** 888.428.5678    **Phone:** 941.306.4727

[www.SiestaVR.com](http://www.SiestaVR.com)

**Forms of Payment:**

We prefer either Visa or MasterCard payment for your convenience and efficiency in securing your booking. 50% of total cost of your reservation is due at time of booking. This amount must be paid by credit card. The remaining balance due will be charged to your credit card 90 days prior to check in. The 50% of total booking includes, Rental Rate, Departure Cleaning Fee, Reservation Processing Fee, Tax, Pet Fee (if applicable), \$250 is non-refundable should you cancel. Failure to pay final balance 90 days prior to arrival may lead to cancellation of your reserved property and loss of previous payments.

**Occupancy:**

Occupants must be listed on the reservation made by management, at time of booking. Additional occupants must be approved by management prior to arrival and check in. The renting/paying occupants may have no more than 4 visiting guests. No visiting guest may sleep overnight in the property, if this occurs a 25% per person surcharge of the total cost of reservation will be charged. Siesta Vacation Rentals reserves the right to terminate the rental agreement without a refund.

If you are planning to have overnight guests, the total number of occupants may not exceed the maximum number of guests listed for the unit.

No guests are allowed under 25 years of age. Anyone under 25 years of age, must be accompanied by the reserving guest who is over 25 years old.

**Safety and Security:**

- To comply with state fire regulations, under no circumstances may more than the maximum number of persons identified on the property details page occupy the property.
- Swimming pools and related equipment is used entirely at the guest's own risk.
- Swimming pools with safety fence installed: safety fence must remain in place. Use the openings at either end of the fence for entry into the pool area.
- No diving allowed in swimming pools and children must be supervised at all times while in the area of the pool.
- Glass is not permitted in pool areas. Please use plastic items instead.

**Noise Ordinance:**

Siesta Key and Surrounding areas do have noise ordinances. Most Noise Ordinances go into effect at 10:00 pm, which pertain to loud music, loud voices, loud sounds coming from the property after 10:00 pm. If the police or management company are called due to the renters or guests disturbing the peace, we reserve the right to terminate your rental agreement immediately, without refund.

**Construction:**

Siesta Vacation Rentals is not responsible for notifying guests in advance of their reservation of any known or unknown construction going on. Siesta Key and surrounding areas are growing, meaning there is construction going on, and there may be construction occurring at the time of your reservation. Siesta Vacation Rentals is not responsible for construction work being performed and has no liability for work performed.

**Arrival and Departure:**

- It is your sole responsibility to be sure that you have all documentation relating to the directions to the unit and the details on key pickup or lockbox codes for access prior to your departure for your vacation.
- If for any reason you have difficulty gaining entry, you must **call 888.428.5678** (and if after hours please tell the answering service your call is urgent).
- Check-In Time: 4:00 pm, No early check-in.
- Check-Out Time: 10:00 am, No late check-out. Guests checking out after 10:00 am will be charged an additional late check out charge of \$100.00

**Checking Out:**

Guests are responsible for leaving the property in good order before departure for the next guests. With limited time available between guests, guest is required to complete the following:

- Return furniture to original locations.
- Guest shall leave all doors and windows locked; adjust thermostat as described in unit or set to cool 80 degrees (if applicable – Humidistat to 67), and be sure all lights are turned off upon checkout.
- Wash all dishes including those in dishwasher. (Our cleaners will empty the dishwasher during the exit clean)
- Remove all food and trash from home and place in proper garbage receptacles.
- Place trash in sealed plastic bags in proper receptacle(s).
- Appliances, counters and other surfaces must be wiped clean.
- Carpets and floors are to be broom cleaned of excessive debris.
- Failure to complete the above will result in extra charges plus applicable taxes that will be billed to Guest.

**Accommodations – Beyond our control:**

In the event a circumstance occurs beyond our control, which may be a water leak, flood, mechanical failure of any item, faulty appliances, property sale, etc, Siesta Vacation Rentals reserves the right to transfer a guest to an equal or more expensive property with prior notice.

**Telephones & Long Distance Calling:**

Local calls are free. Long Distance calls should be made with your own pre-paid calling card, which can be purchased at a variety of stores. Any long distance calls charged to the home will be charged to your credit card at a cost of \$25, plus a 25% mark up on the actual cost of the call.

**Security Deposit**

In lieu of a security deposit, we require you provide us with a valid credit card and a signed rental agreement. By booking this reservation, we reserve the right to charge your credit card up to an additional \$1,500.00 for any damage your or your guests may have caused to the property or owner's belongings. We reserve the right to charge your credit card to cover damage or non-return of keys.

**No Smoking:**

All Siesta Vacation Rentals properties are non-smoking. Any smoke smell inside, regardless of who smoked will be automatically charged an additional \$250 for additional cleaning, chemicals and time. If there is smoking by others, make sure windows and doors are sealed to 100% eliminate smoke from entering premises.

**Keys:**

If you lock yourself out of your property for any reason (whether the wind blew the door shut or not), or if you lock yourself out after hours, call a 24 hour locksmith. You will be responsible for any and all charges, and you must make payment to Locksmith at time of incident. You will need to provide the locksmith a copy of your reservation, once locksmith has gained entry to property.

You are provided two keys with each reservation. Keys not returned to drop box at our office located at 2327 Stickney Point Road will be charged \$25 per key.

**Property / Accommodations:**

Each property is individually owned, and may offer certain furnishings, while others do not. Siesta Vacation Rentals is not responsible to providing any additional furnishings whatsoever. Accommodations range from luxury homes to very basic cottages. All properties are privately owned, individually furnished and equipped for housekeeping with basic items such as linens, pillows, blankets, cookware, flatware and dishes. Other small appliances, beach chairs, grills, TV, radio, fans, etc., may or may not be provided. The quality of items provided at each home may vary. Siesta Vacation Rentals, is unable to provide additional furnishings or appliances. Cleaning detergents are not provided. One roll of toilet paper and one bar of wrapped soap per bath are provided for your startup. All units are equipped with cable TV. Beach towels are not provided. Siesta Vacation Rentals strives to achieve cleanliness in our units and to maintain all equipment in good working order. Should you experience difficulty, contact Siesta Vacation Rentals as soon as possible, so any issue may be corrected. Any repairs will be scheduled immediately upon guest reporting a problem.

**Water Potability:**

Rental properties have varying water quality, water pressure, and may be different than most guests are accustomed to. Siesta Vacation Rentals advises guests to use bottled water for consumption during occupancy of home.

**Campers, Motor Homes, Tents:**

Campers, motor homes or the use of tents on rental property is prohibited. Sorry, no exceptions.

**Internet Access:**

Many properties are equipped with WiFi internet access. Unfortunately, some properties are not equipped for internet access for one reason or another. Properties with internet access are indicated on the property listing sheet and subject to third party management and repair (no tech support included). Please call the internet provider for assistance.

**Rates:**

Rates are subject to change without notice. All paid bookings will be honored, and additional nights will subject to market rates which may be higher, or lower.

**Taxes:**

Short term rentals in Sarasota are subject to 12% tax. 5% Tourist Development Tax and 7% per Sales Tax. Manatee County rentals are subject to 11.5% tax. Taxes may vary depending on which county the property is located in.

**All Reservations Contain the following fees/charges:**

- Rental Rate
- Departure Cleaning Fee
- Reservation Processing Fee
- Tax (12% Sarasota county; amount may vary pending on county)
- Pet Fee (if applicable)

**Trash Removal:**

Guests are responsible to place sealed, bagged trash in containers for weekly trash removal. Trash must be sealed and bagged in plastic trash bags and left in designated area in supplied containers. Trash not sealed and placed in plastic bags or in designated areas will result in charges to guests. As a courtesy, please put out prior guest's trash and the next guest will do the same for you.

**Equipment Failure:**

In the event you experience any equipment failure, please notify us immediately so we can order repairs. The guest waives and relinquishes any rights or claims against the owners or Siesta Vacation Rentals for any damage that may result to the renter from lack of maintenance, ordinary failure, cleanliness, repairs, defects, etc. There will be no refunds of all or part of the reservation amount for any equipment failure of any kind. Maintenance of the unit may occur during your stay to expedite the repair. If this occurs, our service technician may acquire access to the unit with or without any formal notice.

**Left behind items:**

Any items left behind are the responsibility of the guest. Siesta Vacation Rentals shall not be liable for any items left behind by the guest or his/her guests. The guest is responsible for the costs of all mailings, shipping, overnight charges, plus \$50 processing fee to retrieve items and ensure secure arrival to guest. If Siesta Vacation Rentals cannot find the items left behind, Siesta Vacation Rentals is not responsible for any items left behind.

**Pet Policy:**

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Some homes will allow pets, some will not. These homes are identified here on our website as Pet Friendly. Almost always there is a story why certain homes will not allow pets under any circumstances. Some family members are allergic, pets have ruined items before, regardless, we have identified which homes are pet friendly to help make your choice of homes easier and more efficient.

Pets must be approved and noted on your booking. In the event the pet is brought in without our knowledge, there will be a 25% surcharge on the total cost of the reservations. Management reserves the right to terminate the rental agreement immediately without a refund. We appreciate your understanding. We know your pet is wonderful, however due to previous events regarding pets, our pet policy is strictly enforced.

In homes which accept pets, there will be a \$250 per pet fee.

Properties which DO NOT ACCEPT PETS will be closely monitored. Any reservation of a non pet property found to have a pet on the premises will be charged an additional 25% of the total reservation, plus any actual costs to decontaminate the property from pet dander, hair, etc.

Pets are not allowed on any furniture, beds, sofas, tables, counters tops, baths, showers, etc. Please bring your pet's favorite blanket or bed.

Pets must be healthy and free of fleas. Pets that are prone to fleas, must be on a flea program.

You must pick up after your pet, without exception, whether it be on private or public property. All city ordinances must be followed.

Any damage caused by pets will be charged to guest at full replacement costs. We see unattended pets from time to time scratch doors or damage furniture, which often need to be replaced at guest cost.

Pets are never allowed in any pool, private or public.

**Violation of Terms and Conditions of Occupancy:**

When Guest(s) violate(s) any of the terms of occupancy, property rules, community rules or regulations, the guest(s) may be asked to vacate the property by Siesta Vacation Rentals and NO refund will be due to guest(s).

**Guest Responsibility:**

The guest whose name appears on the confirmation is responsible for all terms and conditions set forth in this document for them, their guests or others they may have visiting or staying at the vacation rental property during their term of occupancy. Guest is responsible for providing a best point of contact email and phone number when in travel and at unit. Should any conditions be observed as unsafe by guests, guest shall notify Siesta Vacation Rentals immediately in writing to 2327 Stickney Point Road Sarasota FL, 34231.

**Legal Details:**

Siesta Vacation Rentals reserves the right of entry to the property at any time. This includes such workers as pool maintenance, gardeners, etc. While all information provided on our website is deemed to be correct to the best of our knowledge, it is understood that the information supplied is for guidance purposes only and does not form any part of contract.

The undersigned agree to the terms and facts of this mutual agreement and will not disclose any information concerning this Agreement to any third party without written permission by the Company. The undersigned shall not make any disparaging remarks of any sort or otherwise communicate any disparaging comments about the Company, entities or persons to any third party at any time following the execution of this Agreement. Company agrees that it shall not make any disparaging remarks about the undersigned to any third party at any time. Any violation will be prosecuted to the full extent of the law.

This terms and conditions agreement shall be enforced according to the State of Florida laws. The prevailing party will be entitled to attorney fees, court costs, and costs directly associated with the legal proceedings. This agreement consists of the entire agreement, no other agreements verbal or not exist. Only changes must be in writing and signed by both parties.

Signature of Renter

Date

\_\_\_\_\_

\_\_\_\_\_

Printed Name of Renter

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**PLEASE RETURN THIS DOCUMENT TO:**

VIA EMAIL : [VACATIONINFO@PROPMHOMES.COM](mailto:VACATIONINFO@PROPMHOMES.COM)

VIA FAX: 941.256.3990

VIA POST:

SIESTA VACATION RENTALS  
2327 STICKNEY POINT ROAD  
SARASOTA, FLORIDA 34231