

## VACATION RENTAL AGREEMENT

This document details the obligations of guests in regard to the vacation rental condos located in the Viceroy Residences, at 485 Brickell Avenue, Miami FLORIDA 33131 and constitutes a binding document in the Miami-Dade County, Florida. Please read it carefully.

### **TERMS & CONDITIONS**

**ARRIVAL AND DEPARTURE TIMES** - Check-in time is after 3 pm and check-out is at 11 am, local time. Should you need some flexibility, Landlord will try to accommodate it as long as it has been communicated in advance. Otherwise, an extra fee may apply.

**PAYMENT** – The total amount for your stay, including room, taxes, cleaning, deposit and any other charges, is due before arrival. You can pay with most credit cards (Visa, MasterCard, and American Express) or PayPal. If the total amount is over \$3,000, for your convenience an advance payment of 50% of all rental concepts is required upon making the reservation. The balance is due fifteen (15) days before your arrival.

**CANCELLATIONS** – This reservation can be cancelled up to 15 days before arrival. After that date, the total of this contract will be charged. There shall be no refunds of rents because of shortened stays due to weather conditions, family emergencies or any other commitments.

**MONTHLY RESERVATION CANCELLATIONS** –Monthly renters who wish to cancel or make a change that results in a shortened stay must make all changes at least thirty (30) days prior to check-in.

**DAMAGE DEPOSIT** – Deposit is not be required but a credit card authorization is required to book an apartment. It could also be used to pay for penalty cancellation, if any. In the infrequent case of damages to the property or stolen goods it would be charged. In the case of missing goods, a charge of 150% of their value. Any damages or issues with unit should be communicated to the Landlord upon arrival.

**FOBS, KEYS; GUEST CARDS** – Guests are required to return them in the same state they received them. In the case of damage or loss, a fee of \$100 for each FOB or Guest Card will be applied. For keys, \$200. (Note: FOBS are required for elevators and to have access to the pool and other areas).

**MAXIMUM OCCUPANCY** – The maximum number of guests allowed is four persons. At no times additional guests are allowed.

**FALSIFIED RESERVATIONS** – Reservation obtained under false pretense (e.g. number of guests or unauthorized pets) will be subject to complete forfeiture of all payments or deposits and the party will not be permitted to check in. Furthermore, excessive occupancy, or occupancy with undeclared number of persons or pets voids this agreement with no refunds.

**RATE CHANGES** – Rates subject to change without notice, but not after full payment has been made

**PARKING** – Parking is not included for stays shorter than 30 days. If this is your case, instructions will be emailed to you.

**INCLUSIVE FEES** – Rates include a one-time linen & towel setup. Tenants can obtain extra sets of linen and/or towels at \$20 each set. Amenity fees (gym, pool, spa) are included in the rental rate as long as Tenant uses Guest Cards provided.

**PETS** - are not permitted unless previous written approval by Landlord. Only declared pets of up to 5.5 pounds (2.5 k ) could be allowed and a daily fee of \$20 will apply. All pets must be leashed at all times. Owners are responsible for cleaning up pet refuse. Pets are not allowed on furniture at any time. Any evidence of the contrary may result in extra cleaning fees. All pets are to be treated with Advantage/similar topical flea and tick repellent three days prior to arrival.

**NO DAILY HOUSEKEEPING SERVICE** – While linens and bath towels are included in the unit, daily maid service is not included in the rental but it is available at an additional rate of \$120. It is highly recommended for stays of 30 days.

**LOCK-OUT** – In the case of being locked-out we will try to solve it as soon as possible. If it happens between 9pm and 8am or during week-ends or holidays, \$200 will have to be paid by guests.

**SMOKING AND PARTIES** – In the case of smoking or parties in the unit, a penalty of \$500 may be applied.

**CLEANING** – Guests are expected to leave the apartment in decent condition. Cleaning of dishes is not included in the final cleaning service. Trash should be disposed of by guests. There is a Trash Chute in every floor, just by apartment xx01. Please place trash in bags. In those infrequent cases in which the apartment is returned in an extremely unclean condition an extra cleaning fee of \$200 to \$500 will be charged.

**TOILET** – Unit's toilet is very effective; however, it will clog up if improper material is flushed. If it is found that other products have been flushed and clogged the toilet, you could be charged damages of up to one hundred and fifty dollars (\$150).

**AIR CONDITIONING, TV, WI-FI, APPLIANCES** – Their functioning is not guaranteed. While repairs will be made as soon as possible, no refund will be due to failure. No refund of rents shall be given for outages, content, lack of content, or personal preferences with regard to cable TV service or disruption of internet services.

**SPA, SWIMMING POOL** - By presenting your Guest Card you will obtain two pool towels, or one spa towel. Your guest card will be returned to you upon returning the towels. The Landlord is not responsible if for any reason the Condominium is not able to provide you with a towel. Tenants agree not to take towels or linens from the units. Caution is recommended around the pool since floor can be slippery. When using the hot tub, remember there are certain health risks associated with its use.

**WRITTEN EXCEPTIONS** – Any exceptions to the above-mentioned policies must be approved in writing in advance.

**DAMAGES** - The Tenants and Tenants' Guests shall hereby indemnify and hold harmless the Landlord against any and all claims of personal injury or property damage, loss, theft or vandalism arising from use of the premises regardless of the nature of the accident, injury or loss. Tenant expressly recognizes that any insurance for property damage or loss which the Landlord may maintain on the property does not cover the personal property of Tenants, and that Tenants should purchase their own insurance for Tenants and Guests if such coverage is desired.

**ENTIRE AGREEMENT** - This Agreement constitutes the entire agreement of the parties and supersedes all prior or contemporaneous oral or written agreements concerning this subject matter.

**Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Please sign, scan and email to: [miamiapartmentsrental@gmail.com](mailto:miamiapartmentsrental@gmail.com)