

Colony Reef Club Rentals

4670 A1A South, St. Augustine, FL 32080
1-888-471-1689 Toll Free or (904) 471-1689
www.colonyreef.com

Colony Reef Club Rental Agreement

Rental Prepayment: \$200.00

Condominium Unit No » _____

Rental Period: From » _____ at 4 pm (Check-In) To » _____ at 10 AM (Check Out)

Amount _____, one-half (1/2) is payable ninety (90) days prior to arrival and the balance is due in full thirty (30) days prior to arrival by credit card, traveler's check, cashier's check, or money order. Personal checks will be accepted only if received at least thirty (30) days prior to check-in date. **THERE ARE NO EXCEPTIONS! RATES CANNOT BE GUARANTEED UNTIL TIME OF ARRIVAL. A VALID CREDIT CARD WILL BE REQUIRED AT CHECK-IN AS MEANS TO INSURE PAYMENT FOR DAMAGES TO PROPERTY REGARDLESS OF FORM OF RENTAL PAYMENT.**

Name: _____

Address: _____

City, ST, ZIP: _____

PARTIES. Colony Reef Club Rentals, as an agent for the owner of the condominium unit set forth, agrees to rent to the guest as set forth and the guest agrees to rent said unit, in accordance with the terms and provisions herein set forth. This agreement is subject to the Declaration of Condominium, as amended, the Articles of Incorporation, and the By-Laws and Rules and Regulations of Colony Reef Condominium Association, Inc. (referred to as the Condo Documents), all of which by this specific reference are made a part of this agreement. Any violation of any provision of the Condo Documents shall be considered a material breach of this agreement and shall subject the guest to immediate removal from the condominium unit and the condominium property, thereby forfeiting any sums paid, including rental, cleaning fee, reservation processing fee, all taxes, and reservation pre-payment.

UNIT PLACEMENT. Guest shall be placed in a requested unit if available by Colony Reef Club. Should a requested unit become subsequently unavailable after reservation, Guest shall be placed in a unit of equal or greater value. Please be advised that the unit reserved for rental may not be changed by Guest upon arrival. Colony Reef Club has the ability and authority to place Guest in a different unit as a result of damage incurred subsequent to reservation that cannot be repaired within a 24 hour period or for maintenance issues. Please be advised that this does not apply to aesthetic issues that Guest may have with the unit. Furthermore, it is hereto agreed that the Unit Owner has the right to occupy the reserved unit, in which case Colony Reef Club shall place Guest in a unit of equal or greater value.

UNFORSEEN CONDITIONS: If any unforeseen conditions or problems with the condominium unit arise prior to or during Guest's stay, Colony Reef Club reserves the right to either refund Guest's payment pro-rate or place Guest in a comparable condominium unit with the same

amenities, bedroom, etc. Such unforeseen conditions could be the following but are not limited to, hurricanes, storms, vandalism, flood, etc. Colony Reef Club assumes no responsibility for such unforeseen conditions.

INSPECTION. Colony Reef Club Rentals, as an agent for the owner may inspect the unit at reasonable times and intervals or in case of emergency. Colony Reef Club Rentals reserves the right to move guest to another unit at any time, should they find it necessary.

CHECK-IN. Check-in is at **4:00 pm** and check-out is at **10:00 am**. After 10am, **you will be charged \$25.00 for every half hour** that you are in the condo as housekeeping can not begin their work. The office is open from 9:00 am to 5:00 pm Monday through Saturday, 1:00 pm to 5:00 pm Sunday. If you are going to be arriving late please call the office so arrangements can be made for you to get in your unit.

PETS, PHONES, PARKING, GARBAGE. Pets are strictly prohibited in the Condo

Documents. If evidence of a pet is found at any time during your stay it will be considered a material breach of this agreement, subject to immediate removal from condominium property and forfeiting all sums paid as clearly state above.

All garbage should be placed in the dumpsters located in the main parking north and south and near the tennis villas. Please remove all garbage from the unit before checking out.

A maximum of two parking permits will be provided for each unit. A third pass may be purchased for \$25.00.

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HOLD HARMLESS AND INDEMINTY: Owner of rental property shall not be liable for any damages and/or injury to Guest and/or their guest(s), or their personal property due to Guest's acts, actions or neglect. Guest agrees to hold Colony Reef Club harmless against any claim for damage and/or injury due to Guest's act or neglect or Guest's guest act or neglect.

BREACH OF AGREEMENT: Failure to comply with any of the foregoing clauses and overall rules established by Colony Reef Club will subject you to immediate removal from the condominium unit and forfeiture of all rental payments and pre-payment deposits.

Please be considerate of your neighbors so that everyone can enjoy their stay at Colony Reef Club. All disturbance calls will be monitored and the Condo Management will take appropriate action. All damages should be reported as soon as possible so that appropriate repairs can be made.

CANCELLATION: Any cancellation made 91 days or more prior to the first day of the rental period shall forfeit the full reservation deposit. Any cancellation made 90 days or less, but more than 30 days prior to the first day of the rental period shall forfeit the full reservation deposit and half (1/2) of the full rental amount, including all fees and taxes. Any cancellations made 30 days or less, prior to the first day of the rental period shall forfeit the full reservation deposit and the full rental amount, including all fees and taxes. Any cancellations must be made in writing and received by Colony Reef Club either by mail or fax by the dates specified above.

CERTIFICATION: I or we, the Guest(s), hereby certify and consent that I/we have read the entire agreement and conditions and agree to the terms and will comply with them during the course of this vacation rental.

X _____

Signature of Guest(s) Date_____