



**Oversee Rentals LLC  
Rental Agreement and Rules of Occupancy**

AGREEMENT: Oversee Rentals LLC d/b/a Oversee, the Manager, and Tenant agree to the following:

**RENTAL RULES AND REGULATIONS**

**CHECK-IN/OUT:** Check-in time is 4 PM CST and check-out is 10 AM CST. Maximum effort will be given to get the property ready for a 4 PM entry. Refunds will not be given for late arrivals or early departures. Late check-outs will be charged a \$75 fee when occurring after 10:00 AM, unless other arrangements have been made with Manager prior to arrival.

**ADVANCED RENT DEPOSIT:** Payment is due when placing your reservation. The payment is equal to 50 percent of the total rent plus travel insurance, if chosen. The balance is due 30 days prior to check-in. Payment may be made by cash, check, money order, cashier's check, Visa/MasterCard/Discover or Amex. **Any guest paying with an Amex will be charged a credit card fee of 3%.** Please refer to the vacation correspondence for exact dates and amounts. Prepaid rent will be deposited into an interest bearing escrow account. Interest earned will be retained by Manager. The final payment will be automatically charged thirty (30) days prior to your arrival using the same card used to make the booking deposit.

**TRAVEL INSURANCE:** Travel insurance is available through CSA Travel Protection. In case of certain unforeseen events, this insurance may help protect your vacation investment. It is automatically calculated and added to your rental rate upon booking. The plan is optional, and the service can be declined if you so choose. For details about the coverage please visit [www.vacationrentalinsurance.com/330CERT](http://www.vacationrentalinsurance.com/330CERT) or call CSA at 866-999-4018.

**CANCELLATIONS:** Reservations may be cancelled or shortened by notifying the Manager at least sixty (60) calendar days prior to your Check-In date ("Cancellation Period"). In such instances, the full amount of your Reservation Deposit will be refunded, **less a \$100.00 administrative cancellation/change fee and the credit card fee.** In the event of cancellations or shortened stays made after the Cancellation Period, you will be responsible for the full amount of the total booking charges. Any refunds for cancellations or shortened stays made after the Cancellation Period has expired must be obtained from CSA Travel Protection and are subject to their policies, conditions and restrictions. **If you choose to decline CSA Travel Protection, no refunds will be provided for cancellations or shortened stays made after the Cancellation Period, and you will be responsible for the full amount of the total booking charges.**

**RENTAL ASSIGNMENTS:** Manger appreciates that its accommodations offer different appointments, designs and layouts, and that reservation holders want the peace of mind that they will stay in the specific units they selected. Accordingly, we will reserve for you the specific unit selected at the time of your reservation upon the receipt of your deposit and signed Agreement. Subject to availability for maintenance, owner usage, or other issues that may render the accommodations unsuitable for rental, and/or subject to the property remaining as a accommodation at the time of the stay, guests will be placed in the specific unit set forth in their Agreement, or otherwise provided with a full refund or an opportunity to stay in an equivalently priced accommodation if available. Notwithstanding Oversee's efforts, if the specific unit reserved is unavailable for any reason, guests will be limited to a full refund or similar accommodation at their election. In no event will Oversee be

responsible for any direct or indirect costs, expenses, fees or other consequential damages resulting from the unavailability of a specific accommodation. Oversee is not responsible for errors in its website.

**NO PETS:** These units are kept pet-free. Guests violating this policy will be charged \$500, plus any additional cleaning expense and may result in immediate eviction and forfeiture of rent. If renting one of our pet-friendly homes, there is a \$200 per-pet non-refundable charge, plus any additional cleaning expense. Guests with service animals must provide the proper paperwork prior to booking.

**THIS IS A NON-SMOKING UNIT**

Please smoke only outside and dispose of all cigarette butts properly.

Guests violating this policy will be charged \$500, plus any additional cleaning expense and may result in immediate eviction and forfeiture of rent.

**AGE:** Above Tenant is at least 25 years of age (an "adult") and will be an occupant of the premises during the entire reserved dates. In addition, other authorized occupants may be family members or friends of Tenant. Use of the premises will be denied to persons not falling within the foregoing categories. Should any unauthorized persons occupy or use the premises, Tenant will result in immediate eviction and forfeiture of rent. No access code or key will be issued to anyone who is not an adult.

**PARENT-CHAPERONED GROUPS:** One parent chaperone must be present for every four guests under the age of 25. Parent chaperones must be present at the property at all times throughout the entire stay. The security deposit of \$1000 will be charged to the credit card in advance for all parent-chaperoned groups.

**SPRING BREAK:** For reservations in March or April, it is required that one parent or guardian over the age of 25 is present and staying in the property for every three guests between the ages of 15 and 25. Proof of age is required by all guests and all homes are subject to inspection upon guest arrival to ensure compliance. Violations will result in immediate eviction and forfeiture of all booking charges.

**HOUSEKEEPING:** Your vacation accommodations will be cleaned to our quality standards prior to your arrival and after your departure. You will be responsible for the cleaning of your unit during your stay and for leaving the unit in good condition at check-out. **We respectfully request that you remember that you are staying in someone's home during your vacation; please treat it with the care you would your own.** If units are found abnormally dirty at check-out, additional charges will be charged to your credit card to assist in performing a deep cleaning of the unit. Your unit will have initial supplies of trash liners, toilet paper, bath soap, towels etc. All stays will be subject to a cleaning fee. Additional cleanings can be arranged during your stay for an additional fee if you prefer.

**BEACH TOWELS:** Please bring beach towels, as we do not permit bath towels or linens to be taken from the premise except for laundering.

**MAINTENANCE:** Please report any maintenance needs for the premise to the Manager, and we will respond as quickly as possible. Refunds will not be made for maintenance issues including, but not limited to, heating and air conditioning, appliances, televisions, pool filtration systems, etc.

**RATES:** Reservations may be booked more than a year in advance, but rates are subject to change during the year when the booking was placed.

**HOMEOWNER'S SECURITY:** Tenants are responsible for any damage caused by themselves or their guests. If damage is caused to the premise the renter authorizes the Manager to charge Renter's credit card on file for cost compensation to the homeowner.

ENTRY: Manager or Manager's agents may enter premise in the following circumstances: in case of an emergency; to make any necessary or agreed upon repairs, alterations, or improvements; supply necessary or agreed upon services or show the premises to prospective purchasers, renters or contractors. Manager will provide renter with at least 12 hours notice of intent to enter except in the case of an emergency.

CONDITION: Guests are responsible for the property, its contents, and themselves during occupancy. Guests must lock windows and doors securely when not in the premises. Rearranging the furniture or removing any items from the unit is prohibited. After Check-Out, the Manager will inspect the unit for damage, missing items, and abnormally dirty appearance. If the Manager determines that damage is present, items are missing, or the unit is abnormally dirty, the Manager will repair the damage, replace the missing items, and/or perform a deep clean of the unit at renter's expense. Renter authorizes Manager to charge the credit card on file to reimburse the Manager for any such expenses.

HURRICANES AND SEVERE WEATHER: Guests covered by CSA Travel Protection may be entitled to a refund or partial refund in the event that the National Hurricane Center and our local governing officials issue a "Mandatory Evacuation" order for the location of your rental property, provided that you have purchased coverage before the storm was named. Any such refunds shall be subject to the terms, conditions and restrictions of the CSA Travel Protection policy. Details about the coverage can be obtained by reviewing the certificate of insurance on their website [www.vacationrentalinsurance.com/330CERT](http://www.vacationrentalinsurance.com/330CERT) or by calling CSA at 866-999-4018. **Refunds for cancellations or shortened stays due to actual or anticipated hurricanes, tropical storms or other inclement weather will not be issued by Manager under any circumstances.**

NEARBY CONSTRUCTION: There may be construction ongoing at properties adjacent to or close by the property being rented by guest. The rules regarding acceptable noise levels, start and finishing times, and other restrictions relating to any such construction are governed by local ordinances and/or community specific rules and regulations beyond the control of the Manager. As such, guest shall not be entitled to a refund relating to such construction. Notwithstanding this, the Manager will use its best efforts to ensure that the appropriate parties are notified and appropriate remedial action taken in the event that it receives notice that the construction at issue may be in violation of any such regulations or ordinances.

NO SUBLETTING: The rental property may not be sublet. Your reservation is not transferable to any other party.

OCCUPANCY: The maximum number of occupants shall not exceed the maximum number the home sleeps, not including babies in cribs.

BIKES: Bicycles are provided at some properties. The Tenant is in charge of locking the bikes during their stay. Rent Gear Here (RGH), the bike company, will be provided the Tenant's contact information if a bicycle is lost during their stay. The Tenant agrees to RGH's lost bicycle policies.

GOLF CART AND BIKE LIABILITY: By signing the Agreement electronically or in writing, guests who rent units that provide complementary Golf Carts and/or bikes further agree to the express terms, conditions and waivers set forth in the attached Golf Cart Waiver and Damage Addendum and Bike Waiver and Damage Addendum.

KEYS: If the premise uses a key one must be returned to the lockbox and the other placed on the kitchen counter. There will be a \$25 charge per key not returned.

LAW: While visiting the state of Florida the Tenant and any guest will obey the Florida law, as well as local law, and HOA rules. Failure to abide by the laws of the state of Florida or the rules incorporated herein, including the Pool Agreement, may cause the Tenant to be asked to vacate the premises and forfeit all rents.

**TO HOLD HARMLESS:** Neither the Manager nor Owner assume any liability for loss, damage, or injury to persons or their personal property, nor for any inconveniences, damage, loss, or injury arising from any temporary defects or stoppage in supply of water, gas, cable service, electricity, internet service, or plumbing, as well as due to weather conditions, natural disasters, acts of God, or other reasons beyond their control.

**POOL AGREEMENT:** If the Premises include a pool, the Tenant shall read and sign the Pool Agreement and return it with this signed Agreement. If applicable, the Pool Agreement shall be incorporated by reference herein. Check here if the Premises include a pool requiring signature of the Pool Agreement.

**EVENTS/PARTIES:** Tenant shall not host events or parties at the premise without obtaining prior approval from the Manager and payment of additional fees. This includes weddings, cocktail parties, receptions, welcoming events, family reunions, anniversaries, and milestone birthday parties. Some properties and communities do not allow events of any kind. Guests violating this policy will be charged \$500, plus any additional cleaning expense and may result in immediate eviction and forfeiture of rent.

**LINENS/TOWELS/SUPPLIES:** Bed linens and bath towels are furnished by the owners. Lost or damaged linens will be deducted from the Security/Damage Deposit. An initial supply of trash can liners, paper towels, dishwashing liquid, dishwasher tabs, bathroom tissue, and bath soap is provided. Any extra items needed are the responsibility of the Tenant.

**TELEPHONE:** If provided in the home, the telephone will have a long-distance call block. All long distance charges must be charged to a calling card, collect or third party.

**SALE:** In the event that the property, which you are renting, is on the market for sale, we may find it necessary to show the property during your stay. We will make every effort to schedule the showing at a convenient time so as not to interrupt your vacation.

**PERSONAL ITEMS LEFT BEHIND:** Overseer is not responsible for lost or misplaced items. However, if notified and/or found within a reasonable time, we will be happy to ship them via UPS Ground Delivery for a \$25 fee (unless postage and handling is more). All unclaimed personal items are donated to charity.

**SIGHT UNSEEN:** Our vacation rental homes are individually owned and furnished. We will not give refunds or adjustments if the property does not meet your preferences or expectations. We manage clean properties furnished to the owner's taste. No two properties are the same. Inventories and furnishings are subject to change without notice.

**HEADINGS:** Any headings used in this Agreement are for convenience of reference only and shall not be construed to alter or affect the meaning of any of the provisions. All references to the singular shall include the plural, and vice versa. The parties agree that this Agreement is the result of negotiation by the parties, each of who was represented by counsel, and thus, this Agreement shall not be construed against either party because of authorship.

**ADDITIONAL TERMS AND CONDITIONS:** The undersigned Tenant, for himself/herself, his/her heirs, assignors, executors, and administrators, fully releases and discharges Manager and Owner from any and all liabilities, claims, demands and causes of action by reason of any injury, loss, or damage by whatever nature which has or have occurred, or may occur to the undersigned, or any of his/her guests as a result, or in connection with the occupancy of the premises and agrees to hold Manager and Owner free and harmless of any claim or suit arising therefrom. In any action concerning the rights, duties, or liabilities of the parties to this agreement, the principals, agents, successors or assignees of the prevailing party shall be entitled to recover reasonable

attorneys' fees and costs, through all appeals. This Agreement shall be governed by and construed and enforced in accordance with the laws of the state of Florida. Manager reserves the right to terminate this Agreement upon their discretion at any time. Legible fax copies and photocopies of documents signed by either party are deemed to be equivalent to originals.

**BINDING NATURE OF AGREEMENT:** All of the terms, covenants, and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns.

**FALSE PRETENSES:** Making a reservation under false pretenses is subject to immediate eviction and forfeiture of rent plus all security deposit monies, and potentially additional charges for damages incurred.

**REFUNDS:** of the Advance Rent Deposit and/or the Total Rental Fee will not be given for any reason within 60 days (or 90 days for some homes) of arrival date. Reimbursement of monies paid is available through CSA. To learn more, please visit [www.overseerentals.com/travelinsurance.html](http://www.overseerentals.com/travelinsurance.html).

Please click this link; [www.vacationrentalinsurance.com/330CERT](http://www.vacationrentalinsurance.com/330CERT) to obtain your travel insurance policy or description of coverage for your Covered Trip if you have paid for or authorized payment for the travel insurance. The travel protection, if purchased, provides reimbursement for unused, nonrefundable payments if your trip must be canceled. Covered reasons include: mandatory hurricane evacuations; sickness, injury or death; extension of school year; armed service revocation; involuntary termination of employment or other specific reasons listed in the policy/Description of Coverage. Underwritten by Generali US Branch, A Stock Company. For coverage inquiries or customer service call 866-999-4018.

### **Golf Cart Liability Waiver**

The following terms apply to the use of any complimentary golf carts provided by the property owners at any one of Overseer's properties. (These terms do not apply to golf carts rented directly by or on behalf of guests through a third party rental agency. The terms, rules and restrictions of any such rentals shall be governed exclusively by the terms of the agreement entered into between the guest and the third party rental agency.)

The person responsible for renting through Overseer (who executes this Agreement via their electronic signature, or in writing) (hereinafter "Operator") assumes complete liability for the care of and use of the golf cart during their stay, and assumes full liability and responsibility for ensuring adherence to the rules and safety information provided herein.

Operator acknowledges that various neighborhoods within the Manager's rental program have specific rules and regulations pertaining to the use of golf carts within their community. These rules and regulations vary by community and are strictly enforced in many respects, and they provide for fines and penalties that may include, but are not limited to, monetary fines against the owner of the property and/or the inbounding of the golf cart by the respective Homeowners Association. Accordingly, operator agrees to comply with all community-based rules and regulations specific to their rental property.

Operator authorizes Overseer to charge the damage deposit credit card or checking account on file for any damages, costs or liability resulting from or arising out of the use of the golf cart in violation of this Agreement or rules and regulations of the applicable Homeowners Association.

Operator expressly acknowledges and agrees that operating a golf cart involves the risk of serious bodily injury or death, and/or property damage and hereby assumes such risk knowingly and voluntarily.

Operator expressly acknowledges that he/she and any additional operators permitted to use the golf cart are licensed drivers, over the age of 20, and that they are familiar with the safe operation of golf carts and are certain of their own ability to operate a golf cart safely. Because many of the local communities have a no tolerance policy for the operation of golf carts by persons under 21, which may result in the homeowner's loss of use of the golf cart, Overseer has adopted a similar no tolerance policy. If a person under 21 is found to have operated the Golf Cart provided, Operator will be fined \$700.00 on the credit card or account provided.

In consideration of being permitted to operate and ride on the golf cart being provided, Operator does for themselves, their guests, their heirs, executors, administrators and assigns, hereby release and forever discharge Overseer and Overseer's owners, agents, employees and assigns, as well as the Owners of the rental property and their assigns, from any and every claim, demand, action or right or action of whatever kind or nature, either in law or in equity, arising from or by reason of any bodily injury or personal injuries, known or unknown, death or property damage resulting, or to result, from any accident that may occur and any activities in the operation of the golf cart whether by negligence or otherwise that result in injury or damage.

No one is permitted to operate or drive the golf cart unless they are at least 21 years old and possess a valid driver's license, and are operating the golf cart with the express permission of Operator, who hereby indemnifies and hold harmless Overseer, its owners, agents, employees and assigns, as well as the owners of the rental property and their assigns, from and against any claims or suits made or filed by said authorized driver or their passengers (including, but not limited to, reasonable attorneys' fees and costs of suit).

Golf carts are only allowed to be driven on the street within the property's subdivision. The golf carts shall never exit the gated subdivision at any time for any reason.

Rules of the road apply when golf carts are being driven through the subdivision. Operator will obey all local, state and federal regulations regarding the operation of this equipment on public traffic ways, parking lots, and in public areas.

Golf carts may be driven at night only if they are equipped with proper headlights and taillights.

Operator agrees to properly secure the golf cart at all times to avoid theft, damage or unauthorized use.

Operator agrees that the golf cart will only be left at his/her rental property overnight and not at any other locations.

With your electronic or written signature to this Agreement, you agree that you have read, understand, and agree to this Golf Cart Liability Waiver. You are also stating that you, your family, your guests, or anyone that utilizes the golf cart from your reserved rental property has read, understands, and agrees to this Golf Cart Liability Waiver and holds both Overseer and the owner of the rental property you are staying in completely harmless and free of any and all liability that may arise from use of the golf cart as provided above.

### **Bike Liability Waiver**

The following terms apply to the use of any complementary bicycles and related biking equipment provided at one of Overseer's rental properties:

The person responsible for renting through Overseer (who executes this Agreement via their electronic signature or in writing) (hereinafter "Operator") assumes complete liability for the care of and use of any complementary bicycles provided during their stay, and assumes full liability and responsibility for ensuring adherence to the rules and safety information provided herein.

Operator expressly acknowledges and agrees that operating a bicycle involves the risk of serious bodily injury or death, and/or property damage and hereby assumes such risk knowingly and voluntarily.

In consideration of being permitted to ride the bicycles provided, Operator does for themselves, their guests, their heirs, executors, administrators and assigns, hereby release and forever discharge Oversee and Oversee's owners, agents, employees and assigns, as well as the owners of the rental property and their assigns, from any and every claim, demand, action or right or action of whatever kind or nature, either in law or in equity, arising from or by reason of any bodily injury or personal injuries, known or unknown, death or property damage resulting, or to result, from any accident that may occur and any activities in the operation of the bicycles whether by negligence or otherwise that result in injury or damage.

Operator also hereby indemnifies and holds harmless Oversee, its owners, agents, employees and assigns, as well as the Owners of the rental property and their assigns, from and against any claims or suits made or filed by anyone who rides the bicycles provided to Operator through this Agreement (including, but not limited to, reasonable attorneys' fees and costs of suit).

Rules of the road apply when bicycles are being ridden. Guests will obey all local, state and federal regulations regarding the operation of this equipment on public traffic ways, parking lots, and in public areas, including but not limited to:

If you need a helmet, please call Oversee's bicycle provider Rent Gear Here at 850-213-0003.

Children under 4 years of age, or who weigh 40 pounds or less, must be in a seat or carrier that is designed to carry a child of that age or size and that secures and protects the child from the moving parts of the bicycle.

1. A bicycle rider may not allow a passenger to remain in a child seat or carrier on a bicycle when the rider is not in immediate control of the bicycle.
2. Please always ride in the lane marked for bicycle use if one is available.
3. Because the bicycles provided are not equipped with the statutorily required lighting sufficient to allow riding in the dark, no riding between sunset and sunrise is permitted.

Parents and guardians are responsible for ensuring that minor children are in compliance with these safety guidelines.

Operator agrees to properly secure the bicycles at all times to avoid theft, damage or unauthorized use. This includes ensuring that all bikes are locked and properly secured when they are ridden to another location. Every bike should come with a lock. In the event you don't have sufficient locks to secure the bikes, please let us know immediately. If a bike is lost during your stay, or stolen while bike is not secured with a lock, your credit card or checking account on file will be charged \$400.00.

Operator agrees that the bicycles will only be left at his/her rental property overnight and not at any other locations.

With your electronic or written signature to this Agreement, you agree that you have read, understand, and agree to this Bike Liability Waiver. You are also stating that you, your family, your guests, or anyone that utilizes the bicycles from your reserved rental property has read, understands, and agrees to this Bike Liability Waiver and holds both Oversee and the owner of the rental property you are staying in completely harmless and free of any and all liability that may arise from use of the bicycles as provided above.

### **Tenant Vacation Swimming Pool Agreement**

AGREEMENT: Tenant agrees to the following:

Only tenants and their guests are permitted in the pool or pool area. The maximum number of guests is the same as the number that the house sleeps. Tenants are responsible for any damage caused by themselves or their guests. All guests must be accompanied by an adult (25 years or older) at all times.

Children age 10 and under and non-swimmers must have adult swimmer supervision. Do not send small children to the pool with an adolescent babysitter to supervise them as this violates this pool rule.

Diving is not allowed because the pool is too shallow. Always enter the pool feet first.

No glass containers are permitted in the pool or pool area.

Any alcoholic beverages are not permitted in the pool or pool area. No tenant or guest who is intoxicated may enter the pool or pool area.

Bicycles, skateboards, skates, roller blades, scooters or other riding equipment of any kind are not permitted in the pool or pool area.

Only standard, single person flotation devices are allowed in the pool, except by individuals with physical impairments.

Disorderly conduct is prohibited in the pool and pool area. This includes running, pushing and dunking.

No pets or animals are permitted in the pool or pool area.

Keep entry gates closed as you enter or exit the pool area. Do not let children in if an adult does not accompany them. The pool is equipped with a state approved alarm device. Do not interfere with or disconnect the alarm device. Interfering with or disconnecting the alarm device will result in a forfeiture of all rents and deposits and you will be asked to leave the premises.

Acceptable swimming apparel must be worn in the pool.

The pool hours will be 7:00 AM until 10:00 PM.

If pool-heating charges have been paid, heaters are set to 86°. Do not attempt to turn up the heater beyond this setting. Any alterations with pool equipment may result in forfeiture of all deposit monies. Pools must be heated for the duration of your stay. If the pool has an electric heater, it cannot be operated should temperatures fall below 50°. If the pool has a jetted area, it serves as an extension of the pool and is heated only to 86° if pool heating charges have been paid. Pool heating must be scheduled and paid for at least one week prior to arrival.

MAILING ADDRESS: If Tenant accepts this agreement online during the booking process no signed agreement needs to be mailed. If not online, this completed and signed agreement should be mailed to:

Oversee Rentals LLC.  
1231 County Road 283 S  
Santa Rosa Beach FL, 32459



**Please remember that you are renting someone's home. Please treat it with the same respect you would like shown to your own home.**

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date