

Rental Agreement

Rental Property Address: 1110 Santa Rosa Blvd., Unit A420, Fort Walton Beach, FL 32548

Owner/Manager:

Roscoe Lanny Hutchison Phone (859) 473-1331 lannyhutchison@gmail.com
Patricia Ann Hutchison Phone (859) 576-6788 annhut@gmail.com 1524
Loris Loop, The Villages, FL 32162

For the purpose of this Rental Agreement, a reservation for 21 consecutive days or less is considered a “short-term reservation”. A reservation for more than 21 consecutive days is considered a “long-term reservation”.

Check-In Time: Check-in time is after 4 PM Central on the day of your scheduled arrival. Every effort is made to have our unit ready for occupancy by the check-in time. We ask and thank you for your patience in the event of a delay due to an unforeseen event. There are no discounts offered due to a late check-in. **PLEASE PLAN YOUR TRAVEL AND ARRIVAL IN ACCORDANCE WITH THE STATED CHECK-IN TIME. WE ARE UNABLE TO GRANT REQUEST FOR EARLY CHECKIN DUE TO COVID-19 ENHANCED CLEANING PROCEDURES AND OUR CLEANING SERVICE ARRANGEMENT.**

Check-Out Time: Check-out time is no later than 10 AM Central on the day of your scheduled departure. Departures after 10 AM Central will be subject to additional charges up to and including the full daily rental rate applicable for your reservation period.

Damage Policy: You are responsible for any damage to the rental property caused during your stay. That includes but is not limited to damage to the interior and exterior of the unit as well as to the owner’s personal property. A damage deposit is collected at the time of booking to cover minor damage that could possibly occur during your stay or to cover excessive cleaning required immediately following your stay. Owner may also recover monetary payments in excess of the damage deposit from you for damages incurred in excess of the damage deposit:

- **Reporting Damage:** Please note any damage to the rental unit upon your arrival and report it immediately to the owner/manager to avoid possible liability. If any loss or damage occurs during your stay, you must immediately notify the owner/manager.

Non-Smoking/No Pets: This is a non-smoking/no pet rental unit. Violation of this policy is considered intentional damage. If there is evidence of such violation, you will be immediately evicted and will forfeit all rent payments including taxes and fees paid for your reservation, plus an additional \$500 fine. You also remain liable for other cost incurred for necessary cleaning, damage, and loss of any future rental income due to your negligence.

Advance Reservation Payments: Reservations are not secured until proper payment is confirmed. Payments are accepted by e-check, most credit cards, and other means acceptable to the owner/manager. In some cases, a convenience fee may be added to the total cost of your reservation.

- If your arrival is more than 60 days out (90 days for long term reservation) to secure your reservation, we require a 25% reservation deposit plus any non-refundable fees. The advance reservation payments are not a damage deposit and will be applied toward rent.

Rental Agreement

- Your remaining balance is due 60 days (90 days for long term reservation) prior to your arrival.
- If your arrival time is less than 60 days out, (90 days for long term reservation) the full amount of rent will be due to secure your reservation.

Chargebacks and Reversals: Any Payment by a Guest is subject to a right of chargeback if paid by credit or debit card or reversal if an ACH transaction; these rights exist between the Guest and their respective bank or credit card issuer. In the event of a chargeback or reversal of any Payment by Guest, you are liable for all chargeback or reversals of Payments processed, including a Chargeback Fee of **\$50 per chargeback or reversal**.

Clean Fee: We require a one-time departure clean fee to be paid by our guests. The clean fee will cover all normal cleaning required after your departure. If excessive cleaning is required, owner may retain all or part of the damage deposit.

Departing guest should empty the refrigerator of items and remove all trash (bottles, cans, boxes, paper products, etc.) from the rental unit. Leave soiled wash clothes and towels on the bathroom floors. Wash all dirty dishes and leave in the dishwasher.

Administrative Fee: A one-time non-refundable administrative fee is charged at the time of booking your reservation.

Cancellations:

- **Short Term Reservation Cancellations:**
 - Travelers who cancel at least 60 days before check-in will get back 100% of the amount they've paid, less any fees identified as non-refundable.
 - Travelers who cancel between 30 and 60 days before check-in, they'll get back 50%, less any fees identified as non-refundable.
- **Long Term Reservation Cancellations:**
 - Travelers who cancel at least 90 days before check-in will get back 100% of the amount they've paid, less any fees identified as non-refundable.
 - Cancellations or changes that result in a shortened stay that are made within 90 days of arrival are **non-refundable**, 100% forfeiture of advance reservation payments.
- **If the balance and final payment is not received when due as set forth above, we treat the reservation as a cancellation. For the purpose of this cancellation policy, travelers must cancel by 11:59 pm Central.**
-

Cancellation Protection: We are not responsible for the weather or other Acts of God that may result in the state or local authorities ordering a mandatory evacuation. Similarly, losses may result from cancellation due to unforeseen circumstances, such as health issues, pandemic, death, job loss, or jury duty. Subject to the cancellation provision set forth in this rental agreement, there will be no refunds for these occurrences and 100% forfeiture of advance reservation payments. We highly recommend that all guest purchase travel protection from a provider of your choice.

Subletting: Subletting is prohibited and reservations are not transferable to another party.

Rental Agreement

Maximum Occupancy: The allowed maximum number of guests is the number the unit sleeps which is 6. That total includes a King bed, 2 bunk beds, and Queen sleeper sofa. Renters who exceed the maximum occupancy are subject to immediate eviction and forfeiture of all advance reservation payments.

Minimum Night Stays: During “Peak Season”, we require a seven (7) night stay, Saturday-to-Saturday for this rental. For more details, please refer the “Rates” tab of our listing.

Family Rental/Minimum Age: Our unit is for family rental only. We will not rent to vacationing students or young adults under the age of 25 unless accompanied by a responsible parent or guardian. The parent or guardian must stay in the property at all times for the duration of the stay. **GUESTS THAT VIOLATE THIS POLICY WILL BE EVICTED AND THE ADVANCE RESERVATION PAYMENTS FORFIETED.**

Applicable Laws: This Rental Agreement along with the parties hereto, shall be subject to the Laws of the State of Florida including but not limited to provisions applicable under Florida Statutes, Chapters 83, 509, and 812. In the event that any part of this Rental Agreement is in conflict with the Laws of the State of Florida, said part is void and unenforceable, and Florida Law shall apply. In any civil action brought to enforce the provisions of this Rental Agreement, the party in whose favor a judgment or decree has been rendered may recover reasonable attorney fees and court costs from the non-prevailing party. All notices and demands shall be delivered to the Owner/Manager at the address stated herein, until notified otherwise.

Falsified Reservations: Any reservation obtained under false pretense will be subject to forfeiture of the advance reservation payments. The party will not be permitted to check in or will be evicted immediately upon knowledge of the falsification.

Theft or Damage to Personal Property: At the conclusion of your stay, housekeeping personnel completes an inventory and assessment of personal property for missing or damaged items. If it is determined that a guest has knowingly obtained or uses, or endeavors to obtain or to use property, either temporarily or permanently, thus depriving others the right to the property or benefit, theft has occurred. Such offense is punishable under Florida Statute, Chapter 812.014.

You are personally liable for damage caused by you or others in excess of the damage deposit collected when you booked the rental unit. In the event of such occurrence, Owner/Manager may recover damages as allowed under Florida Statutes, Chapter 83.55.

Liability for Property of Guest: Owner/Manager does not accept for safekeeping any money, securities, jewelry, precious stones of any kind belonging to guests and are not liable for the loss thereof. Owner/Manager is not liable or responsible to any guest for the loss of wearing apparel, goods, or other personal property.

Rates: All Published and Quoted rental rates, taxes, and fees are subject to change without notice.

Inclusive Fees: During the period of March 1st through October 31st, the rental includes 2 complimentary beach chairs and one umbrella.

Rental Agreement

Housekeeping: While linens and bath towels are included in the rental unit, daily maid service is not included or available. The unit is cleaned prior to your arrival. The cleaning service provides an initial supply of toilet paper, trash can liners, a roll of paper towels, bath soap, and dishwasher soap. You must provide your own beach towels. We do not permit towels or linens to be taken from the unit by guests.

Maintenance: Any maintenance issues should be reported immediately to the owner/manager. On an occasion, it may be necessary for maintenance or housekeeping personnel to enter the rental unit to respond to issues during your stay.

- Do not flush anything other than toilet paper. No feminine products should be flushed at any time.
- If it is found that feminine products have been flushed and clog the plumbing, you may be charged for the cost of repairs.

Parking: Access to the parking garage is by a gate access code that will be provided by the owner/manager of the rental unit prior to check-in. No commercial vehicle or large truck (excluding any pickup or similar vehicle), boat, camper, motor home, trailer, mobile home, shall park on the condominium property. The parking garage has two entrances, 7.2' height restriction on the B-side entrance and 9.2' on the north entrance. The availability of parking space on the north entrance is limited.

- A parking pass will be included in "Guest Information" emailed guests in advance of your stay. Print additional copies as needed.
- Guests must display a parking pass on the dash of their vehicle at all times. Failure to display may result in towing of vehicle at renter's expense.
- Any illegally parked cars are subject to towing; applicable fines/towing fees are the sole responsibility of the vehicle owner.

Any exceptions to the above provisions must be approved in writing in advance of your stay.

Owner/Manager is not responsible for any accidents, injuries, or illness that may occur during your stay. In making your reservation and by accepting this "Rental Agreement", it is agreed and understood that all guests are expressly assuming the risk of any harm arising from their use of the property address above and the amenities of Waterscape Condominium Owners Association. That shall extend to others in your party and to those you invite. Guests shall hold the Owner/Manager harmless of any and all claims that may arise.

Property Rules and Regulations: All guests must observe the "Rules and Regulations" of the Waterscape Condominium Owners Association which are incorporated into this "Rental Agreement". The Waterscape Condominium Owners Association "Rules and Regulations" shall apply if there is a conflict with any other provision of this "Rental Agreement".

Rental Agreement

Waterscape Condominium Owners Association

Rules and Regulations

Article I. Introduction

Life at Waterscape, a residence and vacation retreat offers the unique experiences of our superior facilities and the best beaches in the Southeast United States. While maintaining a residence for family enjoyment, requires significant care to maintain our facilities, and a commitment from every owner.

These rules set the standards for behavior that are expected at Waterscape, A Condominium and reflect the pride owners take in their property.

Article II. Authority

- A. **Authority to Establish and Amend Rules and Regulations.** The Board of Directors established these rules as authorized in Association Declaration of Condominiums Bylaws Exhibit "D" section XV (15. 1).
- B. **Conflicts with other Association Documents.** These Rules & Regulations supplement the Declaration of Condominium, Articles of Incorporation and the By-Laws of the Association. If any part of these Rules and Regulations conflict with the aforementioned documents, those documents shall prevail and control in all respects whatsoever.

Article III. Definitions

- A. **Association** - The Waterscape Condominium Owners Association, Inc., a Florida not-for-profit corporation.
- B. **Association Property** - Any property under the control of the Association.
- C. **Common Elements** - Association property excluding individual units, which may be used by and Authorized User and Family. Common Elements include, without limitation, all elevators, stairways, corridors, walkways, parking areas, landscaping, pools, spas, water features, pool decks, beach walkover, fitness center, lobby, game room, and barbecues.
- D. **Amenities** - Common Elements that may only be used by Owners and their guests and rental occupants.
- E. **Management** - An entity employed by the Association to manage the Association Property. Currently, ResortQuest Northwest Florida, Inc. is authorized to manage Association Property; however, another entity may be designated at a future date.
- F. **Unit** - A single condominium unit located within the Association Property and under control of the Association.
- G. **Unit owner** - A person or entity whose name appears on the deed of ownership.

Rental Agreement

- H. **Tenant** - A person who is renting a Unit from a Unit Owner. Tenancy is defined by a lease or rental agreement approved by the Association. Tenants, just as owners, must abide by these Rules and Regulations. May also be called a Guest.
- I. **Authorized user** - A Unit Owner or Tenant who is authorized to use and occupy the Unit.

Article IV. Access and Security

- 1. Access to all amenities is by virtue of a legitimate verifiable rental agreement between the Unit Owner and the Tenant, by verifiable verbal agreement between Tenant and Unit Owner or by ownership of a Unit.
- 2. Security is provided on a 24 hour seven days per week basis. All Unit Owners and Tenants will abide by all security and safety rules in effect at the time of occupancy.
- 3. While utilizing any amenity at Waterscape, Owners, Tenants and Guests must wear, at all times between March 1st and November 1st, an identity wristband identifying them as Authorized Users of the amenities. Owners will be provided wristbands free of charge for immediate family members only. Wristbands will be provided to Guests and Tenants free of charge. Colors for Guest and Tenant wristbands will be changed periodically. The Association will provide Owners a set of common expense reusable wristbands for the Owner's use during the year. Should an Owner lose his or her wristband, the Owner shall contact the Association for replacement of the same at the Owner's cost.

Article V. Outdoor swimming pools and decks.

- 1. The pool(s) are open daily from 8:00am to 10:00 pm, but may be closed due to maintenance, seasonal changes or at the discretion of management. NO persons shall enter the pools during the unauthorized time.
- 2. **THERE ARE NO LIFEGUARDS ON DUTY AT ANY OF THE WATERSCAPE POOLS, WHIRLPOOL SPAS AND BEACHES. SWIMMING IS AT YOUR OWN RISK.**
- 3. Children not "**potty trained**" are required to wear a commercial protective swimming garment (i.e. Swimmies) in the pool(s). Violation will result in a \$250.00 fine since the entire pool must be closed down and chemically treated. **Diapers are not permitted in the pools at any time.**
- 4. Persons must have the appropriate wristband to utilize the amenities.
- 5. Children under the age of 12 must be supervised at all times in the pool area by an adult.
- 6. Flotation devices, balls, noodles, toys and other objects are not to be used in the pool(s) or pool areas except for items that are approved for life safety or by the association.
- 7. Persons in wet bathing suits are not allowed in the lobby, corridors or elevators. Everyone must towel dry before entering the building.
- 8. Glass containers of any type are prohibited in the pool(s) or pool area.
- 9. Persons not dressed in appropriate swimming attire in the pool or pool area will be asked to leave. Denim shorts and thongs are not allowed.

Rental Agreement

10. Management staff reserves the right to request verification of identity of all users in the designated swimming areas of Waterscape. Anyone not entitled to use the facilities will be asked to leave the property.

Article VI. The fitness center.

1. The fitness center is open during the hours posted.
2. Persons using the fitness center do so at their own risk.
3. Athletic shoes, shirts and proper attire are to be worn in the fitness center. WET SWIMSUITS ARE NOT ALLOWED.
4. Children under the age 17 years are not allowed in the fitness center.
5. Equipment is to be wiped down after each use.
6. Management staff reserves the right to request verification of identity of all users in the fitness center of Waterscape. Anyone not entitled to use the facilities will be asked to leave the property.

Article VII. RESIDENTIAL USE RESTRICTIONS APPLICABLE TO CONDOMINIUM UNITS.

1. The recreation facilities and the Common Elements will be used in such a manner so as to respect the rights of all residents of Waterscape. Use of the recreation facilities will be controlled by rules and regulations to be issued from time to time but in general, such use will be prohibited between the hours of 10:00 p.m. till 8:00 a.m. except in the case where reservation for its use has been made with Management.
2. No radio or television antennas or any wiring for any propose may be installed on the exterior of the building without the written consent of the Association or except as otherwise provided by law. An owner may identify his unit with a nameplate of a type and size approved by Management Contractor, and it may be mounted in a place and manner approved by the Management Contractor.
3. The temperature and humidity of each Unit shall be maintained by the Owner of such Unit at a level such as to reduce mold, mildew, and damage resulting from humidity to the Unit
4. No other signs or notices shall be inscribed, painted or affixed on any part of the Condominium building, or which may be seen from the outside through the windows, except as may be authorized by the Board of Directors of the Association or the Management contractor. Specifically, no for sale or rent signs can be placed on or about a condo unit or anywhere else on the property except as allowed the developer as detailed in the condo documents.
5. The balconies and exterior stairways shall be used only for the purpose intended and shall not be used for hanging garments or other objects, or for the cleaning of rugs or other household items. Children shall not be permitted to play in the walkways, corridors, elevators, stairways, or parking deck of the Common Elements.

Rental Agreement

6. Common areas, including sidewalks, entrances, elevators, halls, corridors and stairways of the condominium building, shall be used for the purposes intended and no articles belonging to any owner or guest will be kept therein, and these areas shall be kept free from any and all obstructions.
7. Elevators may only be used for the carrying of freight under the supervision of the Management Contractor through prior arrangement. Smoking is not allowed in any elevator at any time.
8. Disposal of garbage and trash shall be only by the use of the garbage disposal unit, the three trash chutes or by the use of receptacles supplied and identified by the Management Contractor. Individual unit garbage will not be placed in any receptacle in any hallway, corridor stairwell or elevator landing nor shall it be placed on any floor within the condominium building.
9. Only owners may have pets within Waterscape condominium. For the purposes of use rights within Waterscape condominium, "pets" shall mean and refer to not more than two (2) dogs or cats. Notwithstanding the foregoing, Pit Bulls, Rottweilers, and Doberman Pinchers are prohibited at Waterscape condominium. No pet shall weigh in excess of fifty (50) pounds at full maturity. No pets will be allowed in the building which causes any annoyance or nuisance of any type to other residents. All pets shall be confined to the unit and shall not be allowed to be confined to the balcony or patio areas. Any Owner who keeps a pet(s) in a unit shall be required to have the unit treated on a monthly basis by a professional pest control company pursuant to the procedures set forth in the Declaration, and the costs associated with such service shall be charged to the Owner. Any pet taken out of the unit shall be on a leash and under the control of handler. No pet shall be allowed to walk or stand on any carpeted surfaces in the lobbies. Pets MUST be kept on a leash at all times, and OWNERS are responsible for the removal of excrement from the designated pet walk areas.
10. No resident or occupant of a unit may make or permit any disturbing noises in the condominium building, whether made by himself, his family, friends, or servants, nor shall he permit anything to be done by such persons who will interfere with the rights, comforts or convenience of others. No resident or occupant of any condo unit may play or suffer to be played any musical instrument, stereo, radio or television set in his unit if the same shall disturb or annoy other occupants of the condominium building. Care should be taken not to place any such instrument against a party wall. (Explanation: The Management Contractor has found out through experience that soundproofing of party walls is virtually ineffective if musical instruments, particularly stereo speakers, are placed so that they sound or resound against the wall.)
11. Owners are specifically cautioned that their right to make any addition, change, alteration or decoration to the exterior appearance of any portion of the apartment building, including the balconies adjacent to their unit is subject to the provisions of the Declaration of Condominium.

Rental Agreement

12. No cooking of any type is permitted on the parking deck or in the lobby area, hallways and walkways of the condominium building. Barbecues are provided in the courtyard at multiple locations and are the only barbecue appliance authorized for use on the property. The only exception is that small electric appliance may be used on the private balconies.
13. All doors leading from any condominium unit shall be closed at all times except when actually used for ingress or egress.
14. Automobiles should be parked only in the area provided for that purpose. Automobile parking spaces are totally and exclusively for that purpose and shall not be used for storage of boats, trailers, RVs, personal watercraft, inoperative automobiles or for any other purpose other than as stated herein except with specific consent of the Management Contractor.
15. Waterscape Owners, Tenants and Guests must at all times, display a permit to identify their vehicles as Authorized Users of the property. Upon request, owners will be provided two (2) vehicle stickers. Lost, replacement or additional stickers should be requested from the management office. A standard temporary parking pass will be issued to guests.
16. Bicycles are permitted on the premises but riding is not permitted in the parking garage. Bicycle owners will be solely liable for their conduct, and for any personal injuries or property damages sustained as a result of their operation. Due to local fire department regulations, bicycles cannot be left unattended in the corridors and walkways. Bicycles, scooters, strollers, or other velocipedes or similar vehicles may not be stored on any balcony or in any Common Element, except in an area, if any, as has been designated by the Board.
17. Owners; residents; their families, guests, servants, employees, agents and visitors shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the roof, into elevator shafts, elevator equipment rooms or electrical power rooms of any building. Unauthorized individuals who are discovered in these areas will be identified and/or detained and reported to the Okaloosa County Sheriff department as a trespasser.
18. Flammable, combustible or explosive fluid materials, chemicals or substances except for normal household use shall not be kept in any vehicle or condominium unit.
19. The use of any recreational facilities in the development of Waterscape shall be under the supervision and control of the Management Company and are reserved for rental guests, owners and their guests and long-term renters.
20. No owner or resident shall direct, supervise or attempt to assert any control over any of the employees of the Management Contractor nor attempt to send any of such employees upon private business for such unit owner or resident.
21. All requests for service, care and maintenance of the condominium Property and the recreation area shall be made to the Management Contractor in writing.

Rental Agreement

22. The management Contractor shall have the authority to regulate speed of motor vehicles in the development of Waterscape and establish such other traffic and safety regulations, as it deems necessary.
23. The Owners should advise the Management Contractor of prolonged absences from their unit and must advise the Management Contractor if their condominium unit is to be occupied by guests of the Owner with the Owner absent or by tenants whether for a short or long term.
24. All owners and guests of Owners shall comply with these rules and regulations and in the event of noncompliance shall be subject to the provisions of the condominium documents relating to the same.
25. When a unit is leased, a tenant shall have all use rights in the association property and those common elements otherwise readily available for use generally by unit owners and the unit owner shall not have such rights, unless such rights are waived in writing by the tenant.
26. No Owner shall cause or allow any glass furniture to be stored, kept, or used on unit balconies at any time.
27. Unit occupancy limits will be in compliance with the Okaloosa Island Fire District, (OIFD).