

Vacation Rental Agreement

1. **Check-In:** Check-in is at 3:00 p.m. **Check-Out:** Check-out is 10:00 a.m.

2. **Occupancy:** Maximum occupancy of two-bedroom units is six (6) persons; occupancy for three-bedroom units is eight (8) persons. These totals include children and overnight guests. Exceeding these limits will cause forfeiture of reservation, deposits and payments.

3. **Pets:** Pets are not allowed at Blind Pass Condominiums. Evidence of pets will cause forfeiture of deposits and payments.

4. **Final Payment:** For stays of 27 days or less, final payment must be received 30 days prior to arrival by personal check, cashier's check, traveler's check or money order. For stays of 28 nights or more, final payment is due 60 days prior to arrival. (Checks must be payable in US funds, otherwise any bank fees to convert to US funds will be the guest's responsibility. No Post-dated checks will be accepted. Returned checks will be charged a \$35.00 service fee plus applicable bank charges, not to exceed \$50.00.) Credit Cards can be accepted for final payment, but a \$75 convenience fee will be added.

5. **Initial Deposit:** Your credit card is used for the initial deposit equal to 25% of your total reservation at the time of booking. By acceptance, the guest also agrees to pay for any damages to the rental property not resulting from normal wear and tear. This will also include charges for rearranging furniture moved during your stay; an excessive amount of time spent by cleaners to return the unit to proper order for the next renter, etc. Guests will be notified of any charges. Charges will be made to the credit card used for deposit.

6. **Cancellation Policy:** In the unfortunate event you should have to cancel your booking, we require your notice be in writing. All reservations are subject to a \$100 cancellation fee. Cancellations received 29 or fewer days prior to arrival will forfeit all pre-payments. Cancellations received 30 days or more prior to arrival will receive their deposit minus the \$100 cancellation fee. Refunds may be eligible to be applied back to the credit card used, otherwise will be mailed in check form. Optional trip insurance is available that can help to protect guests from unforeseeable circumstances that may be the reason for cancellation. Cancellation requests must be made by email (preferred) or writing, to info@blind-pass.com or 5117 Sea Bell Rd, Sanibel FL 33957.

7. **Accommodations:** All units are equally equipped with basic essentials, including washer/dryer, towels & linens, 6 beach towels, 6/8 beach chairs, beach cart, cooler, and 1 beach umbrella. We also provide a starter kit of laundry & dishwasher detergent, toilet paper/paper towels and trash bags. (Guests often stop at a supermarket off island to pick up extra detergent, paper products & trash bags, as well as coffee filters, suntan lotion, and mosquito/no-see-um repellent - all good things to have on hand here!). All of the units are individually owned and decorated. Blind Pass Condominiums does not accept liability for the aesthetic or functional perception of the unit and its contents.

8. **Substitutions of Accommodations:** The rental office reserves the right to substitute equivalent accommodations should unforeseen circumstances preclude occupancy of the assigned unit. No discount shall apply when this situation becomes necessary.

9. **Clubhouse/Office Hours:** Monday through Saturday 9:00 to 4:00. (Closed on Sunday)

10. **Parking:** Each unit has one assigned parking space. There are a limited number of Guest Parking spaces available. Because of lack of space, Boats, Trailers, Jet-Skis, Motor homes and Travel trailers are not permitted.

11. **Swimming Pool:** Pool hours are from dawn to dusk daily. The pool is heated from December until April. There is no lifeguard on duty. (Adult Lap Swim times are from 8 - 9 a.m.)

12. **Canoes/Kayaks and Tennis/Pickleball Courts:** There is a sign-up sheet in the office for canoes/kayaks, with three time slots available daily Monday-Saturday (canoes/kayaks are not available Sundays). Use of the tennis/pickleball courts are on a first come-first served basis. Tennis racquets, pickleball paddles and balls are available in the clubhouse during business hours. All are provided free as part of your stay

13. **Acts of Nature/Hurricane Season:** Blind Pass Condominiums is not liable for acts of nature or occurrences beyond our control. If you are traveling between June and November, please note that this is hurricane season. In the event of a tropical storm or hurricane requiring **Voluntary Evacuation**, guests requesting a refund on their rent will be offered a credit for the same approximate time next year. In the event of a **Mandatory Evacuation** all Blind Pass guests shall be required by law to leave the premises, and will be offered the option of a credit for the same time next year or a refund. We cannot refund anything beyond the rental charges. For this reason, we recommend purchasing Travel Insurance to cover other related trip charges such as airfare, extra travel costs, etc.