

## **Rental Agreement: Edgewater 701 Miramar Beach, Florida**

### **PAYMENTS**

If your requested check-in date is more than 60 days from the date of booking, we ask for you to pay a minimum of 25% of the cost, minus the security deposit, in order to hold the unit for your requested dates. The remaining cost for your booking will be due 60 days before your check-in date.

If your requested stay is within 60 days, the entire payment will be due when booking.

Bookings will include the condo rental rate, a cleaning fee, security deposit, and applicable government occupancy/transient taxes based on the location. All payments are non-refundable once your booking has been completed. Please refer to the Refunds / Cancellations section for additional information.

If booking through VRBO, payment will be handled through VRBO's payment system. If booking direct, payment invoices will be sent using PayPal. If you have a PayPal account you have the option of using either a linked bank account, such as a checking or savings account, or credit/debit card. If you do not have a PayPal account, there is still an option to pay with your credit/debit card. In addition, you may also send a bank check including online banking payment or Zelle, please no personal checks.

### **SECURITY DEPOSITS**

A security deposit will be requested as part of your booking payment before your stay, generally as part of the final payment. The security deposit is a refundable deposit, minus any damages to the premise, furnishings, or lost/unreturned items. Standard wear and tear is excluded from damages. Security deposit amounts owed back to you are submitted for payment by mail within seven (7) days from your check-out date.

Note, if the security deposit does not cover the total cost to repair or replace items damaged during your stay, you are still obligated to provide additional cost to replace items or repair damages.

### **AGE REQUIREMENTS**

Edgewater prides itself in being one of the premier family destinations on the Emerald Coast. Unfortunately, reservations are not accepted for anybody under the age of 25, that are unaccompanied by a parent or legal guardian. The association for Edgewater requires at least 1 parent or guardian per every 2 individuals under age 25. The primary person booking this condo must be occupying the condo for the term of the stay, and to maintain the ratio for accompanied persons, the parent(s)/guardian(s) must be occupying the condo while those being accompanied are staying guests.

All violators will be evicted with all rental payments being forfeited. Reservations obtained under false pretense will be subject to forfeiture of all payments and the party will not be permitted to register. This policy is strictly enforced!

## SMOKING

Smoking is strictly prohibited inside all rental units, including entry ways and balconies/patios. You will incur a minimum charge of \$350.00 for evidence of smoking, which will be used to clean and deodorize the condo and furnishings. Smoking is permitted in designated areas only on the property – please be considerate of other guests staying at Edgewater.

## ADDITIONAL CHARGES

Additional charges will apply to any Gate Cards or Pool Tags that are not returned to this unit's kitchen bar, near the phone. **Do not drop these in any key box at the resort nor at the resort's front desk -- these must stay in the unit when checking-out.** Note, Pool Tags are only issued during the summer season. Gate Cards are \$50 plus tax each; Pool Tags are \$5 plus tax each. Unreturned or damaged rental equipment or furnishings may also result in a fee for replacing or repairing.

## ADDITIONAL POLICIES

Your host and/or the condo's resort, Edgewater Beach Condominium, reserve all rights to evict guests as set forth in Florida Statute 509.141(1). This will be performed either orally or in writing, notifying the guests that they are required to immediately depart the premises as provided in Florida Statute 509.141(2).

Grounds for eviction include, but are not limited to:

- Underage (under 21) possession and/or consumption of alcoholic beverages on the premises.
- Throwing anything from balconies or walkways.
- The use of skateboards, roller skates, or rollerblades on the resort's premises.
- Any destruction of your host's and/or Edgewater Beach Condominium's property.
- Jumping from the waterfall or wall is extremely dangerous and can result in death or paralysis.
- Moving from unit to unit using the balcony or ledges, East side of building.
- Bringing an animal on the premises.
- Fighting, fireworks, water balloons, laser pointers or anything else that may be disruptive or cause injuries to guests are not allowed.
- Violation from observing the quiet hours from 10:00pm to 8:00am (local time). Repeat violators are subject to eviction.
- Drones are not permitted at Edgewater property unless prior approval is given by the Edgewater Beach Condominium general manager.

The undersigned guest hereby releases and waives all right to refund of any unused portion of advance payment as provided in Florida Statute 509.141(2). The Walton County Sheriff's Office shall enforce these rights as provided by Florida Statute 509.141.

## BEACH & POOL RULES

### Beach Rules

- No glass allowed on the beach.
- No canopies or tents allowed on the beach.
- No personal umbrellas. Personal chairs must be behind resort chairs.
- Resort umbrellas are not to be moved.

- No loud music allowed on the beach. If you have music on the beach, make sure it does not disturb your neighbors.
- Walton County uses a flag system to designate the water conditions. For your safety, please observe these warnings.
- No beach chairs can be reserved by placing towels or other personal items on them. You must be present on the beach to save your chairs.
- Each person is responsible for removing their own trash from the beach. Proper receptacles are provided for trash disposal.
- Mandated by the State Turtle Regulations, no items are to be left on the beach overnight.
- If you choose to dig holes in the sand, you must fill them. Not only is it mandated by the State Turtle Regulations, it is dangerous to all who walk the beach after dark.
- If you experience a problem, please report it to the Beach Service attendant first. If your problem is not resolved, please contact the front office for the property manager.
- Beach attendants do not make the rules, management does. BEACH ATTENDANTS WORK FOR TIPS ONLY. Please treat them with the same respect as you would want your child treated if they were working a summer job for tips. They are the best on the beach.

### Pool Rules

#### **Hours 9am to 11pm**

- Swim at your own risk.
- Shower before entering Pool or Spa.
- Children under the age of twelve (12) must have adult supervision at all times.
- No running on pool decks.
- For safety, diaper age children must wear swim diapers. Failure to comply could result in a charge of no less than \$500. If accidents occur, the pool will be closed to everyone for at least twenty four (24) hours while staff removes any fecal matter, retreats and monitors the chemical balance in the pool.
- No cutoffs.
- No large floats, rafts, or surf boards.
- Chairs and loungers may not be reserved for extended periods with towels.
- Animals are not allowed in the pool, spa or on the deck. Furthermore, all tenants and/or guests are not permitted to have pets on the resort property.
- Glass is not permitted on the pool or spa decks.
- No food or beverages within four (4) feet of pool or spa, per Health Department code.
- Maximum spa temperature is 104F.
- Do not swallow the pool water.
- In case of emergency dial 911.
- No jumping from the waterfall or wall into the lower pool.
- Absolutely *NO* children under the age of twelve (12) allowed in the spa.
- No loud music allowed at the pool. If you have music, make sure it does not disturb your neighbors.

#### **Warning**

#### **NO LIFEGUARD ON DUTY**

Pregnant woman, small children, people with health issues or people using alcohol, narcotics, or other drugs that cause drowsiness should not use Spa without first consulting a doctor.

#### **NO DIVING**

## **BEACH SERVICE**

If you are booking between March 1 through October 31, your rental includes one (1) beach service consisting of 1 umbrella and 2 chairs setup on the beach, please see the service provider located on the beach and reference your room number. Rental prices for other water equipment or additional beach setups should be coordinated and paid directly to the beach service provider.

## **CLEANING**

Daily housekeeping service is not included in this rental. This condo will be cleaned to quality standards prior to your arrival. Renters are responsible for cleaning the unit during their stay and for leaving the unit in good condition at check-out. Should this condo be left unnecessarily dirty, you may be subject to additional charges (minimum of \$50).

We do ask that you remove all trash from the condo, using the trash chutes on property. At check-out you may leave the beds unmade, but please put the dirty/used towels in the washing machine and start the washer before you leave. Please clean all used dishes and/or run the dishwasher before you leave.

## **CONSTRUCTION**

We cannot predict construction plans in the area and therefore cannot be held responsible for any inconvenience. No refunds will be given in the event of construction.

## **FITNESS CENTER**

State-of-the-art fitness center is available on site for those guests age 18 or older staying in this condo. Guests under 18 are not permitted in the fitness center, even if supervised. Exercise at your own risk. Neither your host(s) nor Edgewater Beach Owner's Association is responsible for any injuries resulting from the use of the equipment.

## **GRILLS**

No gas or charcoal grills are allowed on balconies. Electric grills are permitted. There are three natural gas grills for guest use located by the Riviera Room at the north end of the building and are on a first come, first serve basis. Long reach (or utility) lighters must be used to ignite the grills and can be checked out at the front office or from the security guard.

## **HURRICANE POLICY**

Should a hurricane or tropical storm threaten our area we will receive evacuation instructions from the National Hurricane Center and our local governing officials. If the Mandatory Evacuation order is given, refunds will only be given by your travel insurance if you have purchased this on your own. We will not issue refund of any rent payments.

## **LINENS/TOWELS/SUPPLIES**

Although linens are furnished, please bring your own beach and/or pool towels, as supplies are not to be removed from the unit. The unit is equipped with a washer and dryer. Additional linens and towels are not provided. Guests will need to provide their own paper items, trash liners and cleaning supplies. An initial set

up of trash liners, bathroom tissue and facial soap is provided. Should this supply run out during your stay, please provide your own additional supplies.

### **MAXIMUM NUMBER OF GUESTS**

7

### **MINIMUM NIGHT STAY**

There is a three (3) night minimum stay. Based on availability, a stay of less than the minimum may be arranged. Some seasons may be limited to a seven (7) day minimum rental only, with day of week check-in/out restrictions. This generally occurs during peak seasons.

### **MONTHLY BOOKINGS**

Monthly rates are available during the Winter Season (November-February). Monthly rentals are for the full calendar month. Advance rental payment is required at booking. There are no cancellations or changes allowed. Final rental payment is absolutely due 60 days prior to arrival.

### **NO SHOW**

Unless other arrangements are made, your deposit will only hold the condo until 11:00am the day following your confirmed check-in date. All no show reservations automatically forfeit all payments.

### **PARKING**

Edgewater has two parking garages located beneath the complex. Vehicles must be parked according to their heights. If your automobile meets clearance standards for either garage it must be parked within and cannot be parked in an outdoor space. During peak months, parking spaces are limited: we have two parking spaces only. Although our parking is gated and patrolled overnight, the owners and/or Edgewater is not responsible for damages or stolen property.

- ❖ Upper parking garage - 5'8" clearance
- ❖ Lower parking garage - 6' clearance
- ❖ Outdoor parking - all vehicles over 6' tall

### **PET POLICY**

Absolutely no pets are allowed on premises or in rental units. If pets are found on the premises or in the rental units, you may be subject to additional cleaning fee, immediate eviction and forfeiture of any payments. You may also incur additional charges for carpet cleaning and flea spray.

### **REFUNDS, CANCELLATIONS, AND BOOKING CHANGES**

No refunds will be issued. Monies paid are used to secure the availability of this unit for your requested booking dates. All payments which have been made before cancelling will be forfeited as a service fee for holding this condo for the provided duration. If you have purchased (separately) travel insurance, you may be eligible to file a claim through your travel insurance company.

In addition, there are no refunds for early departure or inclement weather. If the area is under a mandatory evacuation, as issued by Walton County Emergency Management Services, and you have purchased travel insurance, you may be eligible to file a claim with your travel insurance company.

We may be able to accommodate requests to change the dates of your booking on a case by case basis, but this is not guaranteed and will be subject to availability and lead times for notice.

Note, invoices must be paid by the due date indicated. If this is marked as due upon receipt, then you have no more than three (3) days to complete your payment. Failure to do this will result in your booking being cancelled and the condo being made available for other short-term tenants.

Please note, during the recent COVID-19 pandemic, we are waiving portions of the standard cancellation policy (above). If travel restrictions are imposed by federal, state or local governments, if the resort beach has been closed by order of the county or state, or the resort property has been closed to short-term guests during the time of your reservation, a full refund minus any payment fees incurred (generally from payments made by credit card) will be issued. You may opt to reschedule for a future date, pending availability. If governmental or resort property restrictions go into effect during your stay, a pro-rated amount will be refunded.

#### **RENTAL EQUIPMENT**

Cribs, high chairs, and other items can be rented from area companies. One such company is [Coastal Crib Rentals](#) or [The Crib Connection](#).

#### **REPAIR AND MAINTENANCE**

Occasional repair and/or maintenance to units or contents therein may be required during your stay. We reserve the authority to allow maintenance representatives to enter the unit with or without permission of rental guests. If entry is required, every attempt will be made to contact guests for notification unless the repair to be done is routine (changing air filters, smoke detector batteries, etc.) or time sensitive.

#### **MISCELLANEOUS POLICIES AND INFORMATION**

- Quiet hours are from 10:00pm to 8:00am please be considerate of your neighbors.
- There is a security guard on duty 7 nights a week from 6:00pm to 6:00am. If you should have any questions or problems, please contact the security guard. For emergencies, please dial 911.
- Parents / Guardians must supervise their children at all times for their safety.
- Please help us keep the appearance of our resort beautiful. Clothing, towels, and any other items should never be hung from the balconies or the walkways.
- Please keep the sliding glass doors to your balcony closed. When the balcony door is open, the draft created when the front door is opened causes a situation potentially hazardous to people and property. Doors left open can also result in temporary or permanent damage to the A/C or heating unit which you will be liable for.

#### **VIOLATION OF POLICIES AND RULES**

Violations of our policies or those of the Home Owners Association by a guest will result in eviction and/or the forfeiture of all monies paid. We reserve the right to refuse future reservations to any guest who has violated our rental policies and rules in the past.

**LEASE ADDRESS**

Edgewater Beach Condominium  
291 Scenic Gulf Dr, Unit 701  
Miramar Beach, FL 32550

**LEASE DATES**

Check-In: \_\_\_\_\_ @ 4:00pm (local)

Check-Out: \_\_\_\_\_ @ 10:00am (local)

**GUEST INFORMATION**

Primary Guest (must be 25 years or older):

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

Email: \_\_\_\_\_

Mobile: \_\_\_\_\_

Information for additional guests staying in the unit:

Guest Names (25+ years):

Mobile Phone:

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Guest Names (under 25 years):

Age:

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Emergency Contact (not staying with you):

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

Phone: \_\_\_\_\_

Initial: \_\_\_\_\_

Neither management, your condo hosts for this booking, nor owners at Edgewater Beach Condominiums are responsible for accidents or injury to you and/or your guests or for loss of money, jewelry or valuables of any kind. I agree to abide by the policies in this Rental Agreement. I authorize the condo hosts, Edgewater, or it's agents to enter this unit as necessary for maintenance issues. I agree to be responsible for payment of all attorney fees or collection fees. I agree to be responsible for the actions of my guests.

I understand that any infraction of the rules by my guests or myself may result in my party being asked to leave the property immediately, forfeiting advanced rental monies and deposits. Upon signing this document, I waive and release all rights to refund of rent or deposit in case of eviction.

Name:

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Signature:

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Date:

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**\*\* PLEASE SEND A COPY OF YOUR DRIVERS LICENSE WITH THIS SIGNED RENTAL AGREEMENT \*\***

**Host information:**

John & Kalan Bobbitt  
Bobbitt & Associates LLC  
216 Harper Ct  
Keller, TX 76248  
John's Cell: (512) 773-8949  
Kalan's Cell: (817) 658-4060  
Email: homes@bobbittassociates.com