

# Vacation Rental Agreement

Thanks for choosing Coco Plum Vacation Rentals. We look forward to welcoming you! Use this Agreement to complete your reservation, then we will send your arrival instructions.



**PARTIES.** This Agreement is between Coco Plum Vacation Rentals and its agents ("VRM") and \_\_\_\_\_ ("Guest").

**GENERAL TERMS.** Terms include those in this agreement ("Agreement"); the pet form, departure instructions, any online agreement or terms, confirmation; any directions, instructions (check-in, checkout...), house rules, & similar documents; any condominium or homeowners' association rules & applications, including required approvals; and, any options, optional agreements, and waivers. Should any conflicts arise, the terms of this agreement control.

## **PROPERTY ("PROPERTY").**

Address: \_\_\_\_\_

Check-In Date: \_\_\_\_\_ at 5 PM

Checkout Date: \_\_\_\_\_ at 10 AM

General kitchen wares & utensils, 1 towel/ guest, and 1 set of bed linens/bed included. See keysrentalsonline.com for more details.

**PAYMENTS & CHARGES.** Payment & charges are in accordance with any online agreement and terms below.

**Payment Method.** Major credit & debit cards accepted.

**Payment.** 50% is due at the time of reservation. Reservations made within 60 days of the Rental Period require payment in full.

**Balance.** The balance is due 60 days prior to the Rental Period and will be charged to the credit card on file.

**Non-Payment.** Non-payment will result in a cancellation of reservation and a cancellation fee in the amount of the deposit paid.

**Limited Damage Waiver.** \$119-159 per week or part thereof. Applies to all reservations. See details below.

**Pool Heating or Chilling.** When available, at time of booking, \$250 plus tax. \$325 plus tax if added later.

**Cancellations & Changes.** Reservations booked directly with VRM that are cancelled, in writing, at least 60 days prior to the start of the stay will receive a full refund, less a \$350 change fee. Less than 60 days prior to the start no refunds will be issued. A fee in the amount of all payments received applies, for non-payment, & for not occupying the Property. VRBO bookings: Full refund 60+ days before check-in, no refund on or after 60 days. Airbnb: 50% of nightly rate refunded 60 days before check-in, no refund on or after 60 days. Changes, when available, require a \$350 fee, plus any rate & fees increase. Reservations are canceled without refund if Guest provides false information when reserving. There are no refunds for unused days, unmet expectations, problems with the property (unless rendered useless), bad weather, natural disasters, or personal or other reasons. Rescheduling will be permitted, but not refunds, when required by law, due to a mandatory evacuation of the property or legally defined impracticality, impossibility, or frustration of purpose, provided the reservation is rescheduled before the original rental period, payment is made for any rate & fee increase, & the new arrival date is within 1 yr. VRM reserves the right to cancel reservations & refuse service to anyone, to the extent permitted by law.

**Travel Insurance.** Travel Insurance is available for an additional fee and can be added at the time of booking. **Initials** \_\_\_\_\_

**Credit Card Documentation & Authorization.** Upon request a copy of Guest's credit card & driver's license must be sent to [cocoplumvacation@gmail.com](mailto:cocoplumvacation@gmail.com) to complete reservation. Guest authorizes VRM to charge card on file for additional charges & penalties based on this agreement. **Signature** \_\_\_\_\_

**Chargebacks & Refunds.** Guest waives any right to dispute a credit/debit card charge or request a refund from the platform, and agrees to the use of the alternative grievance, litigation, and arbitration policies in this agreement. **Initials** \_\_\_\_\_

**Florida Innkeepers Statute and Fraud Disclosure.** If the property is uninhabitable or VRM materially breaches or misrepresents the condition of the property, Guest is entitled to vacate the Property & receive a prorated refund & agrees to waive any right to compensation unless the Property is vacated. However, if Guest remains then disputes a credit card charge, Guest is guilty of a felony, pursuant to 509.151, Fla. Stat. (2021). **Initials** \_\_\_\_\_

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or after 60 days. Changes, when available, require a \$350 fee, plus any rate & fees increase. Reservations are canceled without refund if Guest provides false information when reserving. There are no refunds for unused days, unmet expectations, problems with the property (unless rendered useless), bad weather, natural disasters, or personal or other reasons. Rescheduling will be permitted, but not refunds, when required by law, due to a mandatory evacuation of the property or legally defined impracticality, impossibility, or frustration of purpose, provided the reservation is rescheduled before the original rental period, payment is made for any rate & fee increase, & the new arrival date is within 1 yr. VRM reserves the right to cancel reservations & refuse service to anyone, to the extent permitted by law.

**NOTICE.** Smart home technology is used to ensure policy compliance by Guest & may include the following remotely monitored devices: Thermostats, door locks, pool/spa heater controls, decibel meter, & video surveillance including front door & pool area.

Initials \_\_\_\_\_

**OCCUPANCY.** Maximum occupancy is listed on the property page on keysrentalsonline.com. Applies 24/7. Guest must be at least age 25 (or active military), and an occupant of the Property. Additional Members of Guest's Party (list age only, if under age 14):  
**ENTER A ZERO IF NOT APPLICABLE**

**VEHICLES.** Not to exceed the amount listed on the property page on keysrentalsonline.com. **If a rental car just type "RENTAL"**  
Make/Model/Plate #    Make/Model/Plate #    Make/Model/Plate #    Make/Model/Plate #    Make/Model/Plate #

**ADDITIONAL CHARGES AND FORFEITURES.** Guest is not entitled to a partial or full refund if removed from the Property for a violation of the Agreement. Guest will be charged what is agreed to be nonpunitive amounts as follows:

- \$500 for each unauthorized animal or each 4 hours or portion thereof of late checkout.
- \$150/person/day or portion thereof if unauthorized or over occupancy limit.
- The invoiced amount plus \$100 (or \$100/hr. or portion thereof for staff hours) for odor removal due to smoke or otherwise, fines/citations/penalties, replacement of missing/moved items, damages not covered damage waiver, stains, bed bug treatment, technical support, long distance phone calls, pay-per-view purchases, tampering with equipment (pool [a crime], pool alarm, air conditioning, smoke/fire detectors & extinguishers), failure to return keys/passes/fobs, failure to keep pool gates & doors secured, extra cleaning (including due to illness), and similar acts & omissions.
- Service calls for a lockout will be billed to the guest at a fee of \$95 during business hours and \$150 after business hours.

**GRIEVANCE POLICY.** Please contact VRM immediately with any concerns. We guarantee we will do all we can within policy & reason to accommodate you. Claims are waived unless reported within 24 hours of discovery & a reasonable time to cure provided.

**POOL SAFETY AND POOL HEAT. Pool Safety.** Running & diving are prohibited. Children, elderly, and other at-risk persons of any age, are not allowed in the pool and its surrounding area, spa, or other water without supervision. When available, safety netting, pool alarms, and gate latches must be always used and doors must be kept closed & locked. Any safety concerns, including if any equipment, pool alarms, safety netting or locks, are not working properly must be reported immediately to Mgt. Co. **Pool Heat.** Pools may not heat to Guest's desired temperature during colder weather and may take up to 48 hours to reach maximum temperature. There are no refunds for dissatisfaction with pool heat.

Initials \_\_\_\_\_

**ANIMALS. Pet Policy.** Pets are not allowed without written permission from VRM & payment of a \$250 fee, per pet per week and are not allowed in the pool. **Emotional Support Animals (ESA's).** ESAs require a written request at time of reservation & official documentation (from a doctor or the government) of a diagnosed disability, unless readily apparent. **Service Animals.** Service Animals, defined by §413.08, Fla. Stat. (2022), including animal in training, require a written request at time of reservation. No documentation is required but a person who knowingly misrepresents him/herself as being qualified to use an ESA or service animal commits a 2<sup>nd</sup> degree misdemeanor, punishable pursuant to 775.082-083, Fla. Stat. (2022). **Removal.** VRM can remove any animal for inappropriate behavior.

**NOISE.** The Property is a residential neighborhood. Compliance with Code-Enforced Neighborhood Quiet Hours of 10 PM- 7 AM is required and the Guest is responsible for any fines resulting from a violation.

**HEALTH AND SAFETY CONCERNS. Lead & Radon.** There is no known lead or radon hazards. **Wildlife.** Florida wildlife can be dangerous. Be cautious. **Bed Bugs.** The Property was inspected, no bed bugs were present, & bed bugs were not reported by the previous Guest. Therefore, any bed bugs are presumed to be from Guest, absent clear & convincing proof otherwise. If found, Guest must vacate the property immediately without refund & pay for bed bug treatment. **Allergens and Aggravants.** Properties are cleaned according to professional standards. Guest assumes responsibility to remediate any symptoms resulting from allergies or aggravants, including mild mold problems. **Smoking and Vaping.** Smoking & vaping are prohibited on Property, incl. outside.

**NOTICE.** Notice to VRM is proper only if emailed to cocoplumvacation@gmail.com and to Guest's email address of record.

**PROPERTY ACCESS AND USE. Supplies.** Only basic supplies are provided. **Air Conditioning.** Setting air conditioning below 72° or heat above 74°, changing fan from *Auto*, or leaving doors, windows, or blinds open is prohibited. **Access by VRM.** VRM may enter the Property as reasonably necessary to inspect & service and for real estate purposes. Reasonable notice is provided, absent urgency. **Social Functions.** Parties, groups, gatherings, events, etc. are prohibited & a violation will result in removal of all persons by law enforcement & cancellation without refund. **Maintenance.** Responses are made as VRM reasonably deems appropriate. Absent gross negligence by VRM, faulty equipment, appliances, cable, internet & phone services; temporarily interrupted utility service, bugs, noise, construction, a warm refrigerator, wear & tear, a cold pool, inclement weather, a need for spot cleaning, and other similar immaterial problems are not material breach. Service charges resulting from false reports & Guest-caused problems are charged to Guest. **Default Status of Persons.** Guest agrees to not take any action to establish non-transient status & waives defenses to all persons on Property having transient status pursuant to § 82.045 Fla. Stat. (2017). **Grounds for Removal.** Guest agrees VRM has the right to remove any persons in violation of § 509.141 Fla. Stat. (2017) or otherwise in breach of this agreement, and that Guest will receive no refund and waives any statutory or other right to a refund.

**DOCKS AND BOATS.** Guest must verify water depth, dock length and # watercraft permitted at Keysrentalonline.com. Trailers are prohibited at some properties. Guest must confirm the feasibility of parking a trailer on the property by verifying at [www.keysrentsalonline.com](http://www.keysrentsalonline.com) or planning to park it off site.

**PARTY RESPONSIBILITY. Risk of Loss.** Each party is responsible for loss, damage, or injury caused by his/her/its own negligence or willful conduct, & concerning Guest, caused by Guest's licensees & invitees. **Insurance.** Each party must carry appropriate insurance. **Lost or Stolen Property.** VRM is not responsible for lost or stolen property. An item left at Property is deemed abandoned if an attempt to return it for a reasonable fee fails. **Remedies.** The maximum remedy for failure to provide reserved accommodations is a prorated refund. There are no free upgrades due to unavailable accommodations. **As Is Condition.** The property is rented "as is." VRM warrants only that the property satisfies legal & express contractual requirements, notwithstanding any pictures & representations otherwise, which were provided in good faith but may not reflect wear & tear and minor cleaning issues. Guest waives any claim the Property was not as described. **Cleanliness.** There is no daily maid service. **Garbage.** Guest must keep trash and recyclables separated by the designated bins and take trash and recycling to the curb the night before assigned pickup days, as listed in the house binder. Guest must clean the grill and refill the propane if empty. Upon departure, Guest must adhere to departure instructions located in the binder and the digital guestbook.

**LEGAL TERMS. Entirety.** This is the entire agreement, unless provided otherwise herein, superseding all related previous negotiations, agreements, & UCC implied terms. **Headings.** Headings are solely for convenience. **Interpretation.** This agreement will not be construed in favor of the non-drafting party. **Modification.** Only Jim Willey has authority to modify this Agreement, and only in writing. **Assignment.** Attempted assignment, delegation, or sublease by Guest is invalid. **Severability.** If any provision of the Agreement is invalid or unenforceable, it will be construed as will permit enforcement; otherwise, the Agreement shall be construed as if that provision never existed. **Warranties.** No warranties exist unless expressly stated herein. **Discretion.** VRM has sole discretion concerning determination of breach or remedy, subject to good faith & adherence to usual & customary practices in the vacation home market. **Reliance.** Guest acknowledges that he/she/it has not relied upon any representations or understandings & waives any related rights & claims. **Performance.** VRM is excused from performance when made impracticable by the occurrence of a contingency, the non-occurrence of which was a basic assumption on which the Agreement was made. **Waiver.** No breach of this Agreement will be waived without express written consent of the nonbreaching party. **Indemnification, etc.** Guest shall defend, hold harmless, & indemnify VRM, & its affiliates, respective officers, directors, agents, & employees from any 3<sup>rd</sup> party claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees & costs, arising out of, or relating to the Agreement, incl. for pre & non-litigation legal fees, & claims by Guest's invitees & licensees. **Remedies.** The maximum remedy for breach or other actions connected to the Agreement, unless expressly provided otherwise herein, is actual direct financial losses, & as governed herein, reasonable attorney's fees & costs, which is agreed to be an adequate remedy. Regardless of the failure of the exclusive remedy, VRM is not liable for consequential & incidental damages. **Liquidated Damages.** The parties agree liquidated damages herein constitute non-punitive & difficult to forecast damages. **Arbitration.** The parties agree to settle any disputes over \$15,000 by binding arbitration. AAA rules apply unless in conflict with terms herein **Forum.** The 16<sup>th</sup> Jud. Cir. of FL shall be the exclusive forum for any litigated claims related to this agreement. **Choice of Law.** Claims are governed by the laws of FL, to the exclusion of conflicting laws, principles, & theories. **Jury & Class Action.** The parties waive rights to jury trials & class action suits. **Attorney's Fees.** VRM is entitled to reasonable attorney's fees & costs from Guest for defending chargeback demands, negative reviews & social media, BBB claims,

administrative or other complaints, arbitration, & litigation arising out of this agreement or otherwise. **3<sup>rd</sup> Party Beneficiaries.** No 3<sup>rd</sup> party has beneficiary rights from the Agreement. **Data Usage.** Guest consents to use by VRM of its data, subject to law. **Confidentiality.** Guest agrees to not communicate with code or law enforcement regarding their accommodations. **Counterparts.** This Agreement may be signed in counterparts.

**LIMITED DAMAGE WAIVER PROGRAM.** VRM waives the right to charge Guest for covered damage, which is damage caused by inadvertent acts, subject to the terms which follow. All claims must be reported immediately to cocoplumvacation@gmail.com. Inadvertent acts exclude omissions during reservation period. The maximum benefit is \$1000.00 less a \$50 deductible. Damage or theft resulting from the following are not covered: Acts of God • Intentional Acts • Gross negligence or willful and wanton conduct • Any cause, if not reported promptly upon discovery • Theft without a valid police report • Damage caused by an animal, motor vehicle, watercraft, BBQ grills, candles, cigarettes, vape pens, other smoking devices, & damaged or missing linens & towels, stains & spills, & any cause in breach of this agreement. Claims will be administered by VRM, which has sole authority to determine program eligibility. This is not a form of insurance and there are no 3<sup>rd</sup> party beneficiaries. Coverage is limited & Guest is liable for uncovered damages.

**Guest consents to a background check incl. social media. Satisfactory results are required.**  
**Guest agrees to obtain informed consent of all members of Guest's party to be bound by the terms of this agreement.**

**For Emergencies, Dial 911.**

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**Guest**

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**Date**

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**On Behalf of VRM**

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**Date**

**Coco Plum Vacation Rentals, LLC  
11187 Overseas Hwy  
Marathon, FL 33050  
305.390.2315  
KeysRentalsonline.com**