

NOTICE TO USERS: RENTAL AGREEMENT TEMPLATE

IMPORTANT LEGAL DISCLAIMER

For Informational Purposes Only This document is a template provided for informational and convenience purposes only. It does not constitute, and is not intended to provide, professional legal advice or create an attorney-client relationship.

No Guarantee of Enforceability While this template was developed to align with the specific governing documents of the Mariner Beach Club, laws regarding vacation rentals and contract enforceability vary by jurisdiction. Users are strongly encouraged to have this document reviewed by a qualified legal professional before execution.

Hold Harmless Agreement By downloading or using this template, you acknowledge and agree to the following:

- **Release of Liability:** You agree to hold the creator, the poster, and the administrators of this Facebook group completely harmless from any and all claims, losses, damages, or liabilities arising from the use or misuse of this document.
- **Assumption of Risk:** All private rentals and swaps conducted through this community are performed at your own risk. The group administrators and the Mariner Beach Club assume no responsibility for the success, legality, or financial outcome of your private agreements.
- **Independent Responsibility:** You are solely responsible for performing your own due diligence regarding the identity and legitimacy of the parties with whom you choose to contract.

BY PROCEEDING TO USE THIS TEMPLATE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREED TO THESE TERMS.

VACATION RENTAL AGREEMENT

MARINER BEACH CLUB – PRIVATE OWNER RENTAL

DATE: _____

BETWEEN THE OWNER:

Name(s): _____

Email: _____ Phone: _____

AND THE RENTER(S) (“Joint and Severally” Liable):

Name(s): _____

Email: _____ Phone: _____

1. PROPERTY & OCCUPANCY

- **Location:** Mariner Beach Club, 4220 Gulf Blvd, St. Pete Beach, FL 33706
- **Unit Number:** _____ **Week Number:** _____
- **Check-In:** Sat, [Date] _____ @ 4:00 PM
- **Check-Out:** Sat, [Date] _____ @ 10:00 AM
- **Occupancy Limit:** Renter agrees to a maximum occupancy of
4 persons (one-bedroom) 6 persons (two-bedroom)
- **Age Warranty:** The Renter warrants that the primary guest is **21 years of age or older** and will occupy the unit for the entire duration of the stay.

2. RENTAL RATE & PAYMENT SCHEDULE

- **Total Rental Amount:** \$ _____ USD
- **Deposit (Due at Signing):** \$ _____ USD
- **Final Balance (Due by _____):** \$ _____ USD
- **Payment Method:** Cashier's Check Check Venmo Zelle
- **Made Payable to:** _____

3. MANDATORY OWNER VERIFICATION (Anti-Scam Protocol)

3.1. Within **72 hours** of signing, the Owner shall email **admin@marinerbeachclub.com** from their email on file with the Resort, **CC'ing the Renter**, to register the guest. **3.2.** The Renter is **not** required to send the Deposit or Final Balance until the Mariner Beach Club office "Replies All" to that email confirming the reservation has been updated to the Renter's name. **3.3.** Failure by the Owner to provide this verification within 48 hours shall render this contract void at the Renter's discretion.

4. LIABILITY & DAMAGE ASSESSMENTS (Per Condo Docs)

4.1. Pass-Through Liability: Per Sections 9.1 and 15.1 of the Mariner Beach Club Declaration of Condominium, the Owner is strictly liable for the conduct of their guests. Renter agrees to **indemnify and hold Owner harmless** from any fines, assessments, or repair costs levied by the Association due to the Renter's (or their guests') occupancy. **4.2. Reimbursement:** Renter agrees to reimburse the Owner for any such damage assessments within seven (7) days of receiving written notice and an invoice from the Owner. **4.3. Legal Fees:** In the event of a dispute requiring legal action, the **prevailing party** shall be entitled to recover reasonable attorney's fees, court costs, and collection expenses.

5. CANCELLATION & RESORT FAILURES

5.1. Owner Cancellation: A refund of amounts paid will only be issued if a written cancellation request is received at least **30 days prior** to check-in. **5.2. Acts of God / Maintenance:** If the unit becomes unavailable due to Resort-wide maintenance, storm damage, or other "Acts of God," the Owner's liability is limited strictly to the return of funds paid by the Renter. Owner is not liable for Renter's travel costs.

6. HOUSE RULES (Initial Each)

☐ **NO PETS:** Pets are strictly prohibited per the Association.

☐ **NO SMOKING:** All units are non-smoking.

☐ **ONE PARKING SPACE:** All units are assigned a single parking space.

☐ **CHECK-OUT:** Renter agrees to vacate by 10:00 AM to allow for turnover.

☐ **HOUSE RULES:** All other rules listed on the Mariner Rules Addendum on this contract.

7. SIGNATURES

OWNER: _____ **DATE:** _____

RENTER: _____ **DATE:** _____

RENTER (if applicable): _____ **DATE:** _____
(If multiple Renters, all must sign to establish joint and several liability)

The Mariner Beach Club is a family resort, and we welcome you. Upon registering, you are required to sign an acknowledgement of our RULES AND REGULATIONS. Please be aware that failure to comply with the rules may be cause for immediate eviction. You will be held responsible for any damages.

MAX OCCUPANCY LIMITS: STRICTLY ENFORCED IN COMPLIANCE WITH THE REGULATIONS OF THE STATE OF FLORIDA.

1 BEDROOM: MAX OCCUPANTS 4

2 BEDROOM: MAX OCCUPANTS 6

RULES AND REGULATIONS

1. No pets allowed on property, with the exception of service animals (proper certification must be on file at the front desk)
2. Guests must be 21 years of age to register, and there must be an adult at least 21 years of age in the units at all times to assume responsibility for any minors.
3. **Quiet time at the resort is observed between 11:00PM and 7:00AM.**
4. There is a non-refundable \$25.00 charge for each unreturned key at check out
5. There are no assigned parking spaces. The Mariner does not allow motor homes, boats, or trailers. All vehicles must be registered in the office with a parking pass visible on your rearview mirror at all times. Failure to comply with these rules will result in your vehicle being towed at your own expense. **There is only ONE PARKING SPACE per unit.**
6. All units are NON-SMOKING. Please limit smoking to outdoor areas and exterior balconies. A \$250.00 charge will be added to your stay if you smoke inside the unit(s).
7. **At checkout, please be sure to take out your trash, load and start the dishwasher, and place all dirty linen in the bathtub. Failure to comply will result in a cleaning fee being added to your stay (\$30.00-\$100.00).**
8. Grills are made available for guest use in permitted areas only. Grills are located by the South Spa and the west side of the pool.
9. For your safety, please do not prop doors open with the dead bolts. There will be a repair charge of \$250.00 for any broken locks.
10. Alcohol in the possession of minors will be confiscated and will result in eviction.
11. **Please do not hang towels, clothes, or signs from the balconies and/or railings.**
12. **PLEASE DO NOT FEED THE BIRDS**
13. Proper, non-offensive attire is required at all times in public areas. When using the pool and/or spa, proper swimwear is required (**no thongs/G-strings, cheeky bottoms, speedos, etc.**). Children who are not potty-trained must wear swim/rubber diapers.
14. **Children under the age of 12 are not allowed in the spas. All children under the age of 12 must be supervised at all times in the pool area.**
15. Pool towels do not reserve chairs. Please remove your towel from the chairs if you are not in the pool area.
16. **There is no lifeguard on duty. Please swim at your own risk.**
17. If you take any items from your unit to another unit, please be sure to replace these items upon checkout.
18. **Glass is not permitted in the spa, pool, or grilling areas.**
19. The guest that is register at the front desk will be responsible for any damaged, missing, or lost items in the unit.

Glasses	\$4.00
Keys	\$25.00
Spreads	\$50

Sm. App	\$50.00
Towels	\$15.00
Linens	\$30.00

Lamps	\$150.00
Artwork	\$ 200.00
DVD/VCR	\$100.00

Mugs	\$5.00
Dishes	\$10.00
Clocks	\$95.00

