

Terms and Conditions

NOTE: VacationQuest.com Inc will be referred to as, VQ.

Early check-in and/or Late check-out may be arranged (**IF AVAILABLE**) for an additional fee. Prior arrangements must be made. We recommend 3 Business Days BEFORE your scheduled arrival or departure to make arrangements; written approval is required.

1. Fees/ Deposits: Shortly after booking your vacation home, you will receive an email, with the subject line, **"Turtle Cay Invoice / Receipt"**. The email provides you with a complete breakdown of all rent, fees, options, discounts and taxes.

What is the difference between a "Deposit" and a "Fee"? A **"Fee"** is a onetime charge and is **NOT REFUNDABLE**. A **Deposit** is **usually refundable** under specific conditions.

2. No Security Deposit: VQ does NOT require a "Security Deposit". In lieu of collecting a \$1500 Security Deposit and taking up to 3 weeks (Florida Law) to return the deposit, Vacation Quest has a One Time, Accidental Damage Fee*. See Accidental Damage Fee, below:

3. Occupancy: Florida law requires that occupancy NOT exceed what is posted for each home. Please be aware that the maximum posted occupancy includes infants and children.

The occupancy can be increased by having (IF available) a crib for infants and / or a guest bed for children and adults. Vacation Quest does not rent the additional beds/cribs, however there is a one time delivery fee. We have a limited number of these items and arrangements should be made at the time of the reservation.

Occupancy of the premises by any additional persons without prior arrangements for beds, is a breach of this agreement, as well as Florida law and can result in forfeiture of Tenant's prepaid rent and fees.

4. Use, Rules, Nuisance and the Right of Quiet Enjoyment

A. As tenants you have the **"Right of Quiet Enjoyment"**. Please remember that your **neighbors also have the "Right of Quiet Enjoyment"**. Tenant shall not disturb, annoy, endanger, or interfere with neighbors, nor use the premises for any unlawful purposes, nor violate any law or ordinance, nor commit waste or nuisance upon or about the premises.

B. Nuisance Restrictions and Limitations of Use: NO House parties, weddings, wedding receptions, reunions, and large groups are ALL specifically prohibited. The use of campers, trailers or motor homes with the intent to increase the posted maximum occupancy are NOT allowed.

C. If this vacation home is booked for any of above mentioned purposes without our knowledge, occupancy will not be allowed and ALL FUNDS will BE FORFEITED. IF it is discovered after occupancy, guests will be asked to vacate premises immediately with NO REFUND.

D. Please remember this is a residential neighborhood. The neighbors also have the "Right of Quiet Enjoyment".

E. IF you own or have rented a trailer, camper, or motor home for purposes other than having more people on the premises, please contact the property manager for written approval.

5. Age Requirements: VQ. must abide by our agreement with our property owners. Per our agreement with the owners of this property, we cannot accept reservations for vacationing students. **Singles under the age of 25 unaccompanied by a parent will not be permitted** to register and will forfeit ALL FUNDS PAID. Any reservation obtained under false pretense will be subject to forfeiture of ALL FUNDS and will NOT be permitted to register.

6. Accidental Damage: If something gets broken or damaged: **Do Not Discard and Let Us Know.** If an item(s) is accidentally broken, please call, email or text our office as soon possible. We will replace or repair the damaged item(s), as soon as possible; usually by the end of the next business day. If the damage does not present a safety issue and you prefer that our staff makes the necessary repairs after your departure, that is fine, BUT we still need to know ASAP. You will NOT be charged for any accidental damage or inadvertent damages to the property for an amount up to \$1500. **You already paid an accidental damage fee for this purpose.**

7. Intentional Damage or Gross Negligence: Please be advised that intentional damage, gross negligence and / or the need for excessive cleaning will result in additional cost, to you, the tenant. **It is expressly understood that YOUR credit card WILL be PROCESSED for the intentional damage, gross negligence or excessive cleaning.** ALSO, an additional **service fee of a \$100** will be also charged due to the additional time and expense of the management company.

7A. Moving Furniture / Pictures / Other Personal Property: This is also **considered "Intentional / Negligence"** and is NOT covered under the "Accidental Damage Clause"! Please do NOT allow your visitors and / or children to "redecorate or rearrange the personal property of the home. We must pay the maintenance crew to make a service call to move the items back were they were. We must pass this cost to you in the form of a **\$100 Additional FEE.**

8. Pets: Up to TWO* pet dogs MAYBE ALLOWED to stay at "Turtle Cay" There is a \$100 FEE PER PET. This is a FEE (not refundable) this is NOT a Deposit.

Pets That ARE Considered "Automatically Accepted":

1. UNDER 25 Pounds

2. OVER 1 year old

3. Dog is trained, housebroken and NO history of biting or attacking people or other animals.

Dog is NOT on the insurance company's "Prohibited List": Akitas, Alaskan Malamutes, Presa Canarios, Chow chows, Doberman Pinschers, German Shepherds, Pit Bull Terriers, Rottweiler and Siberian Huskies.

Pets That ARE NOT Considered as "Automatically Accepted": IF your pet does NOT fall into the "Automatically Accepted" category; please call our office during normal business hours to discuss your specific pet.

PETS NOTE – Booking Online: If you are booking online, please go ahead and book the reservation and add in the pet fees. IF your pet does not automatically qualify (see above) IF we cannot approve your pet you will get your money back.

***Up to TWO Dogs – IF you have 3 SMALL dogs, please call our office to see if you can get special approval; additional pet fee applies.**

Bringing pet(s) to the home that are not approved (if needed) and / or NOT paid the pet fee(s) is considered a DEFAULT (see below)

9. ANY DEFAULT of this Rental Agreement / Terms and Conditions will result in being asked to leave the property and FORFEITURE of ALL FUNDS PAID.

10. Other Optional Items:

Delivery Fees - VQ has a limited number of baby cribs, pack-n-plays, high chairs and guest beds (portable beds). These items, IF available, are offered on a first come basis; there is a \$40 Delivery Fee to help off-set our transportation employee cost.

Change Fee: If you make a change to your reservation there will be an additional processing fee (\$50), which will be charged at the time of the change. No changes can be made within 40 days of your arrival. VQ will be happy to provide you with additional information about travel insurance.

11. Smoking: ALL VQ PROPERTIES HAVE A STRICT NO SMOKING POLICY. Any violation of this policy will be considered a breach of contract, the tenant will be required to leave at once and forfeit all prepaid rent and fees as liquidated damages.

After departure, IF the cleaning crew notices cigarette, cigar or any other smoke odors, the guest will be LIABLE for an ADDITIONAL CLEANING FEE OF \$500 for our expense to remediate the odors. **This is NOT considered "Accidental Damage"** (see paragraph 1 - 2)

12. Lost and / or Left Behind Items: All personal items of the tenants are the responsibility of the tenant. The owners, agent, and / or property manager are NOT liable for any personal property lost or left behind.

13. Utilities and Air Conditioner: PLEASE DO NOT OPEN doors and windows while the air conditioner is being used. This causes the electric bill to be very high and **the air conditioner unit will FREEZE-UP, flood the ceiling, floors, and then the Air Conditioner unit will not work and will need repair.** This is NOT covered under the Accidental Damage Fee, it is considered intentional. You will be without the use of the Air Conditioner, until a licensed HVAC person can repair the unit.

14. Telephone Service: Some of our homes are in areas that have poor reception. All calls within the contiguous 48 states are FREE to our guests. However any calls placed OUTSIDE THE 48 contiguous states will be charged to the guest. The guest is also responsible for any additional services that he / she orders (example: additional cable products, movies, sport events, etc.) If this occurs the tenant will be charged and an additional service fee will be charged.

15. Payment Terms, Conditions and CANCELTION Policy: Reservations made more than 60 days before the arrival date require a \$500 Reservation Deposit. At any time prior to 60 days before arrival, you may cancel or make changes to the reservation, **minus a \$50 change fee.** If a cancellation is made prior to 60 days before arrival, your deposit will be returned minus the \$50 change fee.

At the **60 days before the arrival date** your \$500 deposit is now a payment toward your stay (rental) and the remaining balance is now due and payable. **At that point; NO refunds, re-scheduling or cancelations can be made.** See paragraph 9 for information regarding available travelers insurance.

Reservations that are made within 60 days of the arrival date, the full payment is due and payable at that time. NO refunds, re-scheduling or cancelations can be made.

If the cancellation policy is of concern, we recommend the travel insurance, see Paragraph 17 (below)

16. Final Payment Processing: The final payment is due and payable **"60 Days Before Your Arrival Date"**. **Unless you have made**

other arrangements and / or payment has not been received by the "60 Days Date" **your credit / debit card on file WILL BE PROCESSED for the final payment.** NOTE: IF the **payment date falls on a Saturday, Sunday or a holiday it will be charged the last business day PRIOR to your final payment date. ALL PAYMENTS ARE PROCESSED IN U.S. DOLLARS.**

The management team of Vacation Quest and the owners of the vacation homes in our management program, recommends the CSA TravelPROTECTION to protect your investment in your vacation.

17. Travel Insurance: For the convenience of our guests, VQ is licensed by the State of Florida to secure travel insurance from CSA TravelPROTECTION and to process the payment for CSA TravelPROTECTION. To calculate your cost for travel insurance is multiply the total of your reservation (including fees and taxes) TIMES.0695 - The Last Opportunity to Purchase travel insurance at the time your final payment is due OR at time of reservation if made within 60 days of your arrival date.

Future events are impossible to predict; illness, death, hurricanes, airliner / auto problems, or even involuntary loss of employment are just a few possible events that cannot be predicted.

CSA TravelPROTECTION offers a 10 Day FREE LOOK! For additional regarding travel insurance click here: <http://www.beachvacationpros.com/custimages/G-330CSA.PDF>

10. Hurricane Policy: Vacation Quest does NOT OFFER REFUNDS OR RESCHEDULE TRIPS DUE TO HURRICANE ACTIVITY, or any other reason once inside the 60 Day before arrival window. We are on the coast of the Atlantic Ocean in Florida. The area from the Jacksonville Beaches to St. Augustine has been very fortunate for the last 50 years. The last named hurricane to hit this area was in 1964, BUT no one knows when a hurricane will visit this area again. By the way, the last hurricane before 1964 was in 1960, ONLY 4 years earlier!

CSA TravelPROTECTION Plan cost is 6.95% of your reservation total, and offers a comprehensive cancelation and interruptions policy which can protect you not only in the event of weather related storms and many other events that happen. The peak season for tropical activity is June through October; **Vacation Quest strongly encourages all guests to purchase travel insurance, especially during these months. Complete policy coverage available upon request.**

11. REPAIRS: Tenant is NOT to make any repairs to the property. All repairs and maintenance issues must be referred to Vacation Quest. Please **call 904-444-4468,** regardless of the time of day, as soon as you notice an issue. If you get the voice mail system, please **LEAVE A MESSAGE.** The message should be precise as to the problem and be sure to give us a number to contact you and the best time to call.

12. CLEANING: You are on vacation AND have paid a Cleaning Fee. After your stay, our cleaning service will perform a departure clean. The Cleaning Crew has a large house to clean in a VERY short time. IF time permits and IF you want, we would greatly appreciate that you leave the home picked up and any dishes put into the dishwasher and started. **Please DO NOT MAKE UP ANY BEDS THAT WERE USED.**

13. Trash: We ask you to take the trash, **SEALED in plastic garbage bags,** from the home to the outside large garbage cans. We ask that you take the large outside cans to the roadside on **Monday Morning, by 6:00 AM** (or the night before). **The Recycle Bins are picked up at the roadside on Wednesday Morning.**

14. Foreclosure / Damaged / Condemned Home / Can NOT be Occupied
VacationQuest.com Inc. and / or Beach Vacation Pros / Realty Quest are property management companies and does not know the individual property owner's finances or if the owners are making their mortgage payments. The management company is NOT responsible if a property cannot be occupied either by foreclosure, fire, flood, condemnation, an "act of God" or any possible unknown event. The management company is NOT responsible in any such an event.

15. INDEMNIFICATION AND HOLD HARMLESS: Tenant expressly understands that the rental units are privately owned properties. The tenant agrees to indemnify and hold harmless the owners and Agent, Realty Quest Sales & Management, LLC, VacationQuest.com, Beach Vacation Pros, the property owner(s) and / or the owner(s) of the management company; from any liability for personal injury, death or property damage sustained by any person (including Tenant's guests).

16. ACKNOWLEDGMENT SIGNATURE AND RETURNING THIS AGREEMENT / TERMS AND CONDITIONS:

TENANT'S STATEMENT: I understand that this is a legal and binding agreement. I acknowledge by signing below that I have read this agreement and agree to all the terms and conditions. Also, by typing my name below is the same as an actual signature and sending this by email is considered as delivered.

Tenant's Signature:

**Property Manager: Daryl W. Singleton
Agent for Property Owner**

NOTE: Timestamp of email will serve as the date.