

## RENTAL AGREEMENT – TERMS & CONDITIONS

### **CALYPSO RESORT & TOWERS**

Unit 2-702 / Unit 2-704 / 2-1902 (West Tower)

Owners: Michael & Susan DeRespinis

Susan: **559-469-6633** / Michael: **559-469-7044** / Fax: 513-672-0743

Email: [MichaelSusanD@aol.com](mailto:MichaelSusanD@aol.com)

1. **CHECK-IN TIME IS AFTER 4 P.M. LOCAL TIME AND CHECK-OUT IS BY 10 A.M. LOCAL TIME.** NO early check-in or late check-out unless approved and coordinated with owners.
2. The **MINIMUM AGE** to rent is 25 years of age. This is a Calypso Resort policy.
3. This is a **NON SMOKING** unit (including the balcony).
4. **PETS** are NOT permitted in this condo under any conditions. Service animals will require appropriate documentation.
5. **PARKING PASSES** - Parking passes will be left in the unit at check-in. If a parking pass is not provided, please contact the owner. Failure to display your parking pass, while parked on Calypso property, may result in a warning, and then towing, at the guests' expense. Please leave the parking pass in the unit upon check-out.
6. It is the guests (and their guests) responsibility to secure their valuables inside the unit or their car. The owners will not be held responsible for lost or stolen personal belongings.
7. **PAYMENT & SECURITY DEPOSIT** – All payments shall be made by credit card or cashiers checks (**USPS Money Order only**). When paying by credit card, the credit card information will be kept on file and charges will automatically be billed on, or around, the installment dates shown on the invoice. Your total rental charge will include the rental cost and additional fees. Included in the additional fees are cleaning, reservation processing, and taxes. This breakdown will be shown on your invoice. All reservations will incur a non-refundable \$40.00 reservation processing fee.
  - When paying by credit card, an initial installment payment of \$500 is due at booking. The final installment (balance of your total rental charge) and \$300 security deposit are due no later than 45 days prior to check in.
  - When paying by cash (USPS Money Order only), an initial installment payment of \$300 is due by credit card at booking. The final installment (balance of your total rental charge) and \$300 security deposit are due by USPS Money Order no later than 45 days prior to check in.

Additionally, a signed rental agreement is required for each reservation. These must be received to secure your reservation. The \$300 security deposit is fully refundable and will be refunded within (14) days of departure, provided the following provisions are met;

- a. No damage is done to unit or its contents, beyond normal wear and tear.
  - b. No charges are incurred due to cable fees, phone fees, contraband, pets or collection of rents or services rendered during the stay.
  - c. All debris, garbage and discards are removed from the condo (the trash chute is located at the west end of the floor), and dirty dishes are placed in the dishwasher and started before departing.
  - d. Ensure the unit is locked upon departure.
  - e. No linens or towels are lost or damaged. Linens and towels must remain in the unit at all times.
  - f. NO Early check-in or late check-out unless previously coordinated with owners.
  - g. ALL wristbands are left in the unit at check-out (you will be charged \$5.00 for each missing wrist band).
  - h. The condo was not smoked in. If there is any indication that the condo was smoked in, the full \$300 deposit will be retained for fumigation and deep cleaning charges.
  - i. Parking passes are left inside the unit upon departure.
  - j. The guest is not evicted by the owner (or representative of the owner), the local law enforcement, or the security company employed by the Calypso.
8. **CANCELLATIONS** - A 60-day notice is required for cancellation. Cancellations that are made more than 60 days prior to the arrival date are only subject to a \$40.00 reservation-processing fee. Cancellations made within 60 days of check-in will forfeit all rental payments made. The following depicts the cancellation policy;

- Greater than 60 days prior to check in: Full refund except for \$40 reservation processing fee
- Between 60 and 45 days prior to check in: Forfeit initial installment
- Less than 45 days prior to check in: Forfeit all rental payments

Changes made within 60 days of check-in, that result in a shortened stay, are subject to the costs of the original booking. We **highly encourage** you to purchase travel insurance separately (See item number 17 of this contract).

9. **MAXIMUM OCCUPANCY**- The maximum condo occupancy is eight (8) people.
10. This property requires a **THREE (3) NIGHT MINIMUM STAY, or** longer during peak season or holiday periods.
11. **INCLUSIVE FEES** - Rates include a one-time linen-towel setup & amenities that include basic toiletries, and dish and clothes washing detergent.
12. **NO DAILY MAID SERVICE** - While linens and bath towels are included in the unit, daily maid service is not included in the rental rate but is available at an additional charge. If additional cleaning services are desired, please coordinate directly with our cleaning service (contact info provided within the unit).
13. **RATE CHANGES** - Rates are subject to change without notice until the reservation has been confirmed.
14. **FALSIFIED RESERVATIONS** - Any reservation obtained under false pretense will be subject to cancellation and forfeiture of all rental payments, and the party will not be permitted to check-in. If the guests are already in the condo, and it is determined that a reservation was made under false pretense, the guests will forfeit their \$300 security deposit and may be subject to eviction.
15. **WRITTEN EXCEPTIONS** - Any exceptions to these policies must be approved in writing in advance.
16. **HURRICANE OR STORM POLICY** - No refunds will be given for weather unless:
- a. The National Weather Service orders mandatory evacuations in a "Tropical Storm/Hurricane Warning area" and/or
  - b. A "mandatory evacuation order has been issued for the Tropical Storm/Hurricane Warning" area of residence of a vacationing guest. The day that the National Weather Service orders a mandatory evacuation order in a "Tropical Storm/Hurricane Warning," area, we will refund:
    1. Any unused portion of rent from a guest currently registered,
    2. Any unused portion of rent from a guest that is scheduled to arrive, and wants to shorten their stay, to come in after the Hurricane Warning is lifted; and
    3. Any advance rents collected or deposited for a reservation that is scheduled to arrive during the "Hurricane Warning" period.
17. **TRAVEL INSURANCE** - We highly recommend your purchase travel insurance. If you wish to purchase travel insurance, you might consider [www.InsureMyTrip.com](http://www.InsureMyTrip.com) or [www.TravelGuard.com](http://www.TravelGuard.com) as a start.
18. **UNIT ACCESS FOR MAINTENANCE** - Periodically, during guest stays, Calypso Staff, owner representatives, or other designated personnel, will require access to the unit for maintenance or security reasons. All efforts will be made to notify the guests in advance but that may not always be the case.
19. **INDEMNIFICATION**: Guests agree to indemnify and save condo owner and employees, free and harmless for any liabilities, or any loss or damage, whatsoever arising from, related to, or in connection with rental of the premises including, but not limited to, any claim or liability for personal injury or damage or loss of property which is made, incurred, or sustained by guests or guests of guests.

**I hereby affirm that I have received an invoice and, if paying by credit card, give permission to charge my credit card for the amounts stated in the invoice. I agree that all deposit and rental monies are non-refundable per cancellation policy above. I have read my rights to purchase travel insurance. By signing below, I agree to all terms and conditions of this agreement. Furthermore, my signature also constitutes release of liability by all occupants.**

Responsible Guest Name: \_\_\_\_\_

Responsible Guest Signature: \_\_\_\_\_ Date: \_\_\_\_\_