



# Inlet Properties, Inc.

**WELCOME TO THE WONDERFUL RESORT COMMUNITY OF NEW SMYRNA BEACH.**

*We hope you will find your stay here with us very enjoyable and relaxing.*

## **TERMS & CONDITIONS**

**Payment of your deposit and/or rent constitutes acceptance of this agreement. Rates, Terms & Conditions subject to change without notice.**

**\*\*\*ACCEPTED FORMS OF PAYMENT: US FUNDS – Checks, Traveler’s Checks, Money Orders, Visa, MasterCard, Discover\*\*\***

**CHECK-IN:** Between 2:00 p.m. to 4:00 p.m. or as soon as your unit has been cleaned and inspected. If you will not be checking in until after 4:00 p.m. or on a Sunday be sure to contact the office during weekday business hours for late arrival instructions. Early check-in may be arranged no sooner than 3 days before arrival. A valid credit card (Visa, MasterCard or Discover with a minimum \$500 available credit) is required to be presented at check-in along with a valid driver’s license or state issued identification. **Please note that any individual must be at least 25 years of age to make a reservation and check in.** **Upon arrival, please take a few minutes to check your unit for damage or repairs. You will be provided with a form in your check-in package to fill out and return to the office immediately if any should be found.** Any unreported damage at time of inspection after departure may be assessed against the credit card or security deposit on file if not covered by the Damage Waiver.

**CHECK-OUT:** Guest must be checked out by 10:00 a.m. on the day of departure. Guest is to return the key package to the office. Your plans must allow for the scheduled check-out time so that we can prepare the unit for our next guests. If the office is not open, there is a drop box outside of the office where you can leave your key package. Any loss due to late checkout could be deducted from your security deposit or credit card on file.

**RESERVATIONS:** Reservations can be made online at [www.NewSmyrnaBeachInlet.com](http://www.NewSmyrnaBeachInlet.com) or by phone at 386-409-9212. **Please note that any individual must be at least 25 years of age to make a reservation and check in.** Requests for specific units will be considered, but cannot be guaranteed.

**RATES:** Prices may vary by unit and are subject to change. All rates and cleaning fees are subject to 12.5% sales & use tax.

**PAYMENT TERMS:** A \$500 pre-paid rent deposit is due for each reservation at the time of booking with the balance due per the payment schedule below:

**STAYS OF 1 MONTH OR LESS:** Balance due 30 days prior to arrival.

**STAYS OF MORE THAN 1 MONTH:** Balance of 1<sup>st</sup> month due 30 days prior to arrival, 2<sup>nd</sup> month due at check-in, each month thereafter due 30 days in advance.

**DAMAGE WAIVER:** A \$39 non-refundable damage waiver is billed for each reservation. This waiver covers the unit you have rented in the event of accidental damages to real or personal property during your stay up to \$1,500. Intentional damages, damages caused by simple or gross negligence, or damages related to any violation of the Terms & Conditions are not covered by the damage waiver. Select units may require a higher damage waiver. Additionally, a valid credit card (Visa, MasterCard or Discover with a minimum \$500 available credit) must be provided at the time of booking and must be presented at check-in to secure against unit damages and/or incidental charges not covered by the damage waiver. If you do not possess a valid credit card or if you elect not to purchase the damage waiver, a security deposit in the amount of \$500 must be paid by cash, check or cashier's check 30 days prior to arrival. The security deposit is separate from the \$500 pre-paid rent and cannot be applied toward the rental balance. Security deposits are held in a non-interest bearing account and returns will be processed within 30 days of departure, subject to any deductions for damages or incidental charges.

**DAMAGES & INCIDENTAL CHARGES:** Charges not covered by the Damage Waiver will be assessed against the credit card or security deposit on file for damages or incidental charges, including, but not limited to: lost keys or amenity passes, excessive laundry or cleaning, unit or property damage, violation of check-out instructions or late check-out.

**CANCELLATION POLICY:** Written notice is required for any canceled reservations. A 10% administrative fee will be deducted from any available refund for all canceled reservations. No refunds can be given for early departure or lack of amenities beyond our control. Refunds will be provided per the schedule below:

**STAYS OF 1 MONTH OR LESS:**

- 30 or More Days Prior to Arrival:** Refund of Pre-Paid Rent and/or Security Deposit less a 10% administrative fee.
- Less than 30 Days Prior to Arrival:** Forfeiture of rents paid to date.

**STAYS OF MORE THAN 1 MONTH:**

- 90 or More Days Prior to Arrival:** Refund of Pre-Paid Rent and/or Security Deposit less a 10% administrative fee.
- Less than 90 Days Prior to Arrival:** Forfeiture of rents paid to date.
- Less than 30 Days Prior to Arrival:** Forfeiture of rents paid to date.

**CONDITIONS:**

1. Inlet Properties, Inc. agent for the owner, authorized employee, or repairman may enter the premises for any purpose connected with the repair, improvement, care or management of the premises at reasonable times and intervals or in case of an emergency. Hour restriction does not apply in the case of an emergency.
2. Changes in the terms stated herein must be in writing on this form and signed by both parties to the agreement.

3. Guests shall take all reasonable steps to see that he, members of his family and other occupants of the premises adhere to the rules and regulations applicable to the premises, the area, Inlet Condominium and Minorca. Visitors of Guests must display proper passes for use of amenities. The occupancy of the premises and use of the community walkways and common areas shall be sufficiently quiet and peaceful so not to disturb others. See Rules and Regulations booklet and insert.
4. NO PETS OR SMOKING ARE ALLOWED IN UNITS.
5. Boats, trailers, RV's, and vehicles with commercial lettering are not permitted on property.
6. Damages occurring during the rental period, if related to accidents, abuse, or misuse caused by any of the guests or their invitees shall be the financial responsibility of the Guests and charges will be assessed against the security deposit or credit card on file.
7. Carts are provided for your use and are located in the parking garage entrances. All carts must be returned to the parking garage area after use.
8. No sublease or assignments of units by Guest.
9. Unit assignment is not guaranteed and is subject to change without notice. If unit cannot be occupied for any reason beyond agent's control, the agent may offer the Guest with substitute accommodations and/or time frames.
10. Agent and/or owner is not responsible for replenishment or supply of household items such as, but not limited to toilet paper, paper towels, laundry detergent, dish soap, etc.
11. Please be sure to have your rental key with you when you leave your unit. If you are locked out after office hours (Monday – Friday 9 am – 4 pm or Saturday 10am – 4pm) you will need to call a locksmith at your own expense. **There is a \$25 charge for lost plastic gate cards, \$50 charge for lost primus keys and \$250 charge if the unit keys are lost and the lock needs to be replaced. If you accidentally leave with a set of keys or gate card, they must be returned via overnight delivery or charges will apply. \$5 charge for each lost or non-returned pool tag.** All charges are subject to an administrative processing fee of \$25.

**IN ORDER TO MAINTAIN OUR PROPERTY, FOR YOURS AND FUTURE GUESTS' COMFORT, UPON DEPARTURE, WE ASK THAT YOU PLEASE:**

1. Load and run the dishwasher.
2. Leave the beds unmade and leave only your final day of soiled linens by keeping up with the laundry during your stay. Guest shall leave no more than two (2) loads of laundry.
3. Remove and dispose of all items from the refrigerator and all perishables from the cupboards.
4. Make sure the doors and windows are closed and locked and return the key package to the rental office, a key drop box is available for after hours or early check out.
5. Additional charges may be assessed against your security deposit or credit card on file for units left dirty beyond normal departure cleaning or for additional loads of laundry.

**TERMINATION OF RENTAL:**

If Guest violates any of the conditions or restrictions of this agreement and/or additions attached hereto, agent may terminate this agreement and enter the premises. Upon notice of termination, Guest must immediately vacate the premises.

**RULES & REGULATIONS**

Office Hours: Monday through Friday 9:00 a.m. to 5:00 p.m., Saturday 10:00 a.m. to 4:00 p.m.

Check-In: Between 2:00 p.m. to 4:00 p.m. or as soon as the unit has been cleaned and inspected.

Check-Out: Guest must be checked out by 10:00 a.m.

The term Common Elements means any property not within a dwelling unit.

1. Please park only in your assigned space. Any additional vehicle must be parked in an unassigned space. Any vehicle parked on the premises must have an Inlet sticker or a temporary parking permit. Notify the Office if you are expecting visitors, and obtain parking permits for them. Please limit the number of vehicles you bring, as our parking area is small.
2. Luggage carts and grocery carts are available for your convenience. Please return them to the lobby immediately after use.
3. No sign, advertisement, notice, or other graphics or lettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the Common Elements, unless approved by Condo Management.
4. Trash must be placed in plastic bags and tied tightly prior to disposal in the trash chute. Items too large for the chute (boxes for example) should be carried to Parking Level 1 and placed into the dumpsters. Recycling bins are available on Parking Level 1.
5. **Renters are not permitted to have pets at The Inlet.** Owner's pets must be leashed at all times while in the Common Elements. Florida law requires people to pick up their pet's solid wastes; plastic bags and disposal containers are available on the property.
6. Walkways must be kept clear. Nothing should be draped over the balcony rails. Grilling on balconies is forbidden.
7. Please store bikes in the bike racks provided or in your underground storage unit. If you will be gone for an extended period please put bikes in your storage unit.
8. Smoking is prohibited in all indoor areas of the Common Elements.
9. Please be considerate of your neighbors. Loud or intrusive noise is prohibited.

#### **USE OF SWIMMING POOLS & SPAS**

The Swimming Pool and Spa is subject to inspections and regulation by the local regulatory authority. All rules and regulations are established to maintain the pool and spa, and their use, in a safe and clean manner. Residents and guests use all swimming pools and spas at their own risk, as **NO LIFEGUARD WILL BE ON DUTY.**

1. Special gatherings at the Inlet Condominium Pool consisting of 10 people or more must be approved by Management
2. Hours of operation at the Inlet Condominium Pool are 7am to 11pm with short daily closures for routine cleaning and maintenance.
3. Minors under the age of 12 years must be accompanied and supervised by a responsible adult at all time while the pools or spa area.
4. Restroom facilities are located at the pool off the walkway.
5. For the safety of everyone **no glass containers of any kind or pets of any kind** shall be permitted in the spa, pool or pool deck areas. No food may be consumed while in the pool or spa or within 10 feet of the spa or pool water's edge. Drinks in plastic containers are permitted. Underage drinking of alcohol will not be tolerated. Minor's parents and/or the police will be called for anyone under the age of 21 years drinking alcoholic beverages. ID's may be checked.
6. No feeding of the birds or any wildlife on or near the pool deck is permitted.
7. When smoking on the pool deck, please be respectful of others. Dispose of all by-products of

smoking in appropriate containers and do not litter the pool areas.

**8.** Headphones are required for radios or other sound producing equipment at the pool area except during authorized scheduled activities.

**9.** Appropriate bathing attire is required. NO cut-off jeans or shorts may be substituted for swimwear. No female topless swimming or sunbathing shall be allowed.

**10.** Wetsuits for surfing or scuba diving that have been worn in salt water shall not be allowed in the pools and spas.

**11.** No one is allowed in the pool or spa with an open cut or skin infection.

**12.** Deck furniture shall be covered with a towel when using suntan lotion or oil.

**13.** No deck furniture may be reserved in any way for future use. Towels or objects applied for this purpose shall be removed.

**14.** Please return deck furniture to their original positions after use. Deck furniture is not to be removed from the pool area.

**15.** No substances such as soap, shampoo, etc., shall be used in or near the showers, spas or pools.

**16.** All persons shall shower to remove all lotions, sand, oils and/or soap residue before entering the swimming pools and spas.

**17.** Incontinent persons and children who are not toilet trained must wear tight fitting rubber briefs or pants, designed to protect against leakage while swimming.

**18.** Bathing loads as posted for the pool and spa must be observed.

**19.** For the safety of everyone, no surfboards, boogie boards, skim boards, rafts, Frisbees, balls or beach balls are allowed in the swimming pool area, except if included in an Association authorized and sanctioned event. Floatation devices attached to the person designed as swim aids for children or non-swimmers are permitted. Swimmers are encouraged to use such floatation devices in a courteous fashion so as not to infringe on use of the pool by other swimmers.

**20.** No rinsing of surfboards or other beach equipment is permitted in the showers, spa or pool. Garden hoses are provided on the property for this purpose.

**21.** As a safety measure, there shall be absolutely NO DIVING or JUMPING into the pool or spa at any time. No running on or around the pool deck shall be permitted.

**22.** Minors under the age of 10 shall NOT be permitted in the Spa without a responsible adult accompanying them. Maximum water temperature: 105 degrees Fahrenheit.

**23.** Due to high water temperature and the possibility of increased heart rate or elevated blood pressure, pregnant women shall not use the spas unless so directed by a physician.

**24. To protect children and to ensure against unauthorized access, please do not leave any pool gates opened and make certain each gate closes after use.**

**25.** Grilling or barbecuing of any kind is prohibited on the pool/spa deck unless approved and/or sanctioned as an Association event.