

**OCEAN GALLERY RENTAL AGREEMENT**  
4600 A1A South St. Augustine FL, 32080

1. **CHECK-IN TIME 4:00 PM CHECK-OUT TIME IS NO LATER THAN 10:00 AM. THESE TIMES WILL BE STRICTLY ENFORCED.** Any late arrival will be accommodated by the front gate staff. If you find any problems with the rental unit, please notify us as soon as possible. **When you leave the rental unit, please lock all windows and doors, and enter the closing code as instructed on the check in sheet.** Subleasing is prohibited.
2. No reservations will be confirmed until a non-refundable booking deposit and applicable required deposit has been received in the rental office. **The non-refundable booking deposit is \$50.00 per reservation, and the applicable reservation deposit of \$300.00.** Reservation balance is due 30 days prior to arrival for weekly & less than a week reservations. Reservation balance is due 90 days prior to arrival for monthly reservations. Reservations made with-in 90/30 days prior to arrival require full payment of balance at the time of booking. **All reservations are subject to auto-payment at pre-payment date if the guest has not notified office of different payment method.**
3. **Cancellations:** *For weekly or less than a week reservations:* A cancellation fee of \$ 300.00 will apply to any reservations cancelled between 60 - 31 days of scheduled arrival, cancellations made within 30 days of arrival will forfeit the full rental amount plus tax. *For individual monthly reservations:* Cancellations made less than 90 days prior to scheduled arrival will forfeit the month's rental amount plus tax. *For multiple monthly reservations:* Cancellations made less than 90 days prior to scheduled arrival will forfeit the first month's rental amount plus tax and the initial deposit applied to remaining month(s).
4. **REFUNDS** cannot be made due to cleaning issues, inclement weather, or mechanical failure of equipment. In the event of a hurricane watch no refunds will be given. Only when a **MANDATORY** evacuation has been issued by St Johns County will consideration be given for refunds.
5. **Phone calls** in rental units are local & long distance (in USA) calls only. **Wireless Internet** – For your convenience, wireless internet is provided at no cost to you. It is your responsibility to control the usage made of the Internet and the sites visited by you and/or your guests. Any charges incurred as a result of your Internet usage during your stay will be your sole responsibility. Ocean Gallery Properties, Inc. and Ocean Gallery Property Owners Association, Inc. disclaim any liability for the security of any information you transmit over the Internet or have stored in your computer; please be guided accordingly. Ocean Gallery Properties, Inc. and Ocean Gallery Property Owners Association, Inc. disclaim any liability for any computer equipment or other electrical devices, which you may expose to the elements or leave unattended inside or outside of the unit or in an unsecured location. The security and safety of your equipment is your responsibility. Please ensure your belongings are properly secured at all times. **Cable** service is provided by AT&T, On Demand movies are not allowed and will be charged to the guest if used.
6. **NO PETS ALLOWED.** Violators will be asked to leave and receive no refund.
7. **No gas or charcoal grills are allowed.** Grills are provided at most pool areas.
8. **Boats, trailers, jet skis, motor homes, camper, buses, RV's etc. are NOT permitted on the property.**
9. You are allowed two vehicles that must be parked in the designated parking spaces or be towed at the owner's expense. Vehicle passes must be displayed while on the property. Two additional visitor passes may be requested on a per day basis.
10. **No one under the age of 25 will be allowed to check-in unless financially responsible-totally liable or an active member of the military.** A person over the age of 25 must be available on the resort premises at all times during occupancy of each unit occupied. **Overall, no one, regardless of age will be allowed to check into a unit without the authorization of the registered party.**
11. **Health and Safety Concerns:**
12. **Wildlife.** Florida wildlife may pose a danger so approach all wildlife & outdoor areas with caution. **Bed Bugs.** The Property has been inspected to ensure no bed bugs are present, so the presence of any bed bugs is presumed to have been caused by Guest unless Guest provides clear and convincing proof otherwise. Guest must vacate the property immediately without refund and pay for treatment to remove the bed bugs. **Allergens and Aggravants.** Houses are cleaned according to usual and customary accommodations standards by Mgt. Co. Guest assumes responsibility to remediate any symptoms resulting from allergies or aggravants, including but not limited to coughing and sneezing. **Smoking and Vaping.** Smoking and vaping are prohibited on the Property, including outside. **NO SMOKING INSIDE CONDOS** – violators will be charged minimum fee of \$250 for odor removal.
13. **DESTRUCTION OF PROPERTY:** There shall be no marking, marring, damaging, destroying, or defacing of any part of the Ocean Gallery land facilities. Guest shall be held responsible for and bear any expense of such damage caused by the Guest or his family, guests and /or invitees, including the cost of bedbug remediation. We are not responsible for articles lost, stolen or left behind on the Property, to the extent allowable by law.
14. **TRAVEL & DAMAGE PROTECTION:** Ocean Gallery Properties, Inc. does offer Guest Protect Travel Insurance You can review the Description of Coverage or Insurance Policy at <https://www.csatravelprotection.com/certpolicy.do?product=G-330CSA>, Additional terms and conditions apply; please read your Description of Coverage/Policy carefully and contact Generali Global Assistance at 866-999-4018 with coverage questions. As a part of your stay, you may purchase a **Vacation Rental Damage Protection plan** designed to cover unintentional damages to the rental unit interior that occur during your stay provided they are disclosed to management prior to check-out. If purchased, the policy will pay a maximum benefit of \$1500. Any damages that exceed \$1500 or are not covered under the plan will be charged to the credit card on file. If, during your stay at one of our rental properties, an insured person causes any damage to real or personal property of the unit as a result of inadvertent acts or omissions, the Insurer will reimburse the Insured for the cost of repair or replacement of such property up to a maximum benefit of \$1500. Certain terms and conditions apply. Full details of the Vacation Rental Damage coverage are contained in the Description of Coverage or Insurance Policy here: <https://www.csatravelprotection.com/certpolicy.do?product=G-20VRD>. The Vacation Rental Damage Protection can be purchased up to, and including at, check-in. By submitting payment for this plan, you authorize and request Customized Services Administrators, Inc. d/b/a Generali Global Assistance & Insurance Services to pay directly Ocean Gallery Properties, Inc. any amount payable under the terms and conditions of the Vacation Rental Damage. Please contact Ocean Gallery Properties, Inc. directly if you do not wish to participate in this assignment.
15. These facilities are provided by our owners and are for the use of **REGISTERED GUESTS ONLY.** Overnight occupancy shall not exceed 8 persons for 3 bedroom units and 6 persons for 2 bedroom units. Some units have additional restrictions.

**\*WE RESERVE THE RIGHT TO** retain deposits, refuse rental or to discontinue occupancy if this agreement is breached and in our judgment your occupancy of the unit is detrimental to the property.

**ALL RENTALS ARE GOVERNED BY THE CONDOMINIUM RULES AND REGULATIONS. ANY VIOLATION OF THESE RULES AND/OR THE COMMUNITY RULES LISTED WILL RESULT IN THE EVICTION FROM THE PREMISES AND/OR FORFEITURE OF ALL MONIES COLLECTED.**