

# **AMI LOCALS RENTAL TERMS & CONDITIONS**

**CHECK-IN TIME 4:00 PM — CHECK-OUT TIME 10:00 AM**

**NON-COMPLIANCE WITH THESE RULES CAN RESULT IN EVICTION**



It is AMI Locals goal to provide our guests with a clean and fully functional rental property. The terms and conditions in this document are designed to ensure that these properties are kept in this condition for all of our guests. **Please read them carefully and sign them where noted. ALL GUESTS MUST SIGN THE TERMS AND CONDITIONS at the time of booking. Please understand that your Payment for the Vacation Rental is another form of your acceptance of the terms and conditions.**

**CANCELLATION POLICY:** The time factor is critical in vacation rentals and your deposit will hold this rental off the market for a period of time. NO refunds will be made for canceled reservations unless AMI Locals is able to re-rent the accommodation for the same period of time for the same rental amount. If AMI Locals is able to re-rent the property at no loss to AMI Locals a full refund will be issued minus the **non-refundable 6% cancellation fee**, taxes, and any discounts or expenses required to re-rent the property. If AMI Locals is able re-rent the home for a portion of the cancelled stay, or for a reduced amount or portion of the original rental fee, the guest will be refunded for the re-rented days or the reduced amount only, minus the non-refundable 6% administrative fee, taxes, and any discounts or expenses required to rent the property. AMI Locals does not make any representation or guarantee that AMI Locals will be able to re-rent the property. Guests covered under the travel insurance recommended by AMI Locals, may be exempt from this loss if the reason for cancellation is covered under the policy. The travel insurance fee is non-refundable.

If guest needs to shorten their stay or change their unit after the final payment due date, normal cancellation penalties apply, whether travel insurance was purchased or not. If guest shortens their stay resulting in an early departure after they have checked in, no refunds will be provided for the nights not used. If a non-arrival, late arrival, early departure, cancellation or alteration results in a loss of revenue to AMI Locals, it will be charged. The loss can be avoided if the recommended travel insurance was purchased and the reason for cancellation is covered under the travel insurance policy.

AMI Locals reserves the right to cancel any reservation subject to issuing a full refund.

**Guest Initials** \_\_\_\_\_

**TRIP CANCELLATION INSURANCE:** The purchase of travel insurance is recommended to protect your vacation investment. AMI Locals, our affiliates and the rental property owner(s) (the "Owner" or "Owners"), are not held liable for Acts of Nature or any occurrence beyond our control. Travel Insurance that covers trip interruption (trip insurance) is OPTIONAL, however, we strongly recommend it as all monies paid including deposits, advanced rental payments and final payments are NON-REFUNDABLE.

**WRITTEN NOTICE REQUIRED FOR CANCELLATION!**

Guests who purchase travel insurance through CSA Travel or any other insurance provider, VRBO, or any other travel partner will be provided refunds for cancellation subject to the terms and conditions of the travel insurance policy they chose. It is strictly the customer's responsibility to ensure that the coverage terms are acceptable. If customer elects to decline this coverage, they do so fully understanding our cancellation policy. Please use the following link for additional information regarding the travel insurance offered through CSA:

<http://www.csatravelprotection.com/certpolicy.do?product=G-330CSA>

**ACTS OF GOD/HURRICANES/WEATHER/NATURE/PANDEMICS:** In the event of an Act of God such as adverse weather, tornadoes, fire, lightning strikes, or otherwise, AMI Locals, its affiliates, and Owners are not responsible for any refunds from monies which have been paid to AMI Locals, or for providing lodging elsewhere. In the event of mandatory or voluntary evacuation, or a travel advisory, refunds are not issued. We strongly advise you to purchase the appropriate Travel/Trip Insurance to protect your investment and ensure suitable coverage from the insurance you purchase. Refunds will only be issued if the guest has purchased insurance coverage (which included the respective and required coverage for their specific claim). If a hurricane threatens the area, and a voluntary or mandatory evacuation is issued, our office will close, and all guests will be required to leave the property. Items left are not the responsibility of AMI Locals, its affiliates, or Owners.

**CONSTRUCTION:** In the event of neighboring construction, AMI Locals shall not be held responsible to provide any type of advance notification to incoming guests, as we do not receive any type of notification of new or ongoing construction projects (new construction, exterior or interior renovations, pool/landscaping installation, etc...). Jobs stop and start continuously on surrounding properties, so it is beyond our control to forecast/understand these details. Accommodation views are subject to change due to construction that may occur on surrounding properties.

**REFUNDS:** Refunds issued by AMI Locals will be submitted and/or processed no more than 30 days after departure date of original stay. AMI Locals WILL NOT issue a refund to a guest unless the guest notifies AMI Locals of the complaint immediately during their stay, while they are still on property; thus, providing AMI Locals the opportunity to review and validate the issue or complaint with the guest present, and correct the issue(s) while the guest is still on property. Beach Closures, Public Road and/or Utility Closures and/or Work, Pool Closures, and Acts of God or Nature, are all outside of AMI Locals control, and will not be refunded. Guests should always purchase travel insurance to protect their stay.

**DISPUTES:** I understand that if there are ANY disputes or dissatisfaction regarding the vacation rental property paid herein, that said dispute should be taken up directly with AMI Locals. I agree that I will not request a chargeback or credit to my credit card in connection with any charge made pursuant to this agreement. I hereby expressly waive my rights to request any chargeback against AMI Locals now, and in the future. All complaints must be reported during the customer's stay and not after departing the property.

**PAYMENT:** With the exception of the reservation fee of \$1000 that must be charged to your card, you may pay the remaining total balance by either check, credit card, debit card, or wire transfer (wire fees may apply) within 7 days of making the reservation. 50% of the total reservation is due at the time of booking, included in that amount is the \$1000 reservation fee, and the final balance due must be received by 60 days prior to your arrival. If paying by credit or debit card the remaining balance will be automatically charged to the card on file at the 60-day prior to arrival mark. If you would like a different card processed, you must let the AMI Locals Reservations team know prior to this date. ALL GUEST RESERVATIONS MUST HAVE A CREDIT CARD ON FILE FOR INCIDENTALS – NO EXCEPTIONS.

If the optional Traveler's Insurance is purchased, the full payment for that is due at the time of booking. This is non-refundable.

**TAX and FEES:** All prices are subject to sales and resort taxes. Every reservation is subject to a cleaning fee, linen fee, administration fee, and/or damage fee, and/or resort fee. If you choose to bring your dog, a pet fee will apply per stay – see restrictions and rules below for Pets.

**CONFIRMATION OF RESERVATION:** If you elect to have the AMI Locals Reservations team make the reservation for you, an agent will send you a confirmation email. If you make a reservation through a travel site, that site will automatically send you a confirmation. Payment of the booking will be the acceptance of the terms and conditions clearly listed within this property's advertisement listing.

**MINIMUM AGE:** The minimum age for guests to enter into a reservation for a vacation rental is 25 years of age, unless specifically approved in writing. You agree to provide us with proof of age upon request. Guests under the minimum age must be accompanied by a parent or legal guardian for the entire duration of the rental. Guests under the age of 25 unaccompanied by a parent or legal guardian will not be permitted to rent or occupy any vacation rental. We reserve the right to cancel/terminate or reject reservations if made under false pretenses. Violations of this policy will result in loss of advance payments and immediate eviction from the vacation rental without refund.

**RATE CHANGES and WEBSITE CONTENT:** Rates are subject to change without notice on the website. Confirmed booking rates will never be changed unless directed by the customer i.e.: the guest chooses to add days to their stay. The rate and rental listing information provided online, though deemed accurate is not guaranteed. It is subject to errors, omissions, change of price or withdrawal without notice.

**RENTAL UNIT:** The person who registered is responsible for the AMI Locals rental unit and the conduct of all occupants and guests. Only the registered tenant may occupy the rental property; sub-letting is not permitted. Renters must always abide by the maximum persons allowed in each unit. There are no exceptions to this rule. Renters are responsible for daily upkeep of the rental property. AMI Locals shall not be liable to guests or to any party for any type of issued violations, including but

not limited to: traffic tickets, noise complaints, turtle ordinance violations, etc. The sole responsibility lies on the responsible party including any incurred fees or fines.

**ACCOMMODATION SUBSTITUTION:** Where circumstances arise beyond our control (i.e. fire, hurricane, damage/air conditioning malfunction, sale of unit, etc.), your confirmed property may be unavailable during your reservation dates. AMI Locals reserves the right to substitute your accommodations. We cannot guarantee the exact same home or amenities in this situation, but we will make every effort to provide you with a comparable home and a pleasant vacation experience. Neither AMI Locals, its affiliates or the Owner are liable for damages or inconvenience in this rare and unusual circumstance.

**PROPERTIES FOR SALE:** In the rare event that the rental property, which the customer is renting, is listed for sale, the Owner or real estate agents may need to show the property during a customers' stay. We will make every attempt to schedule the showing at a convenient time so as not to disturb your vacation. Upon acceptance of this confirmation the customer agrees to allow the rental property to be shown. Customer understands that in the event of sale of the rental property, the new Owner may not be bound to honor a reservation. In this event, customer shall be entitled to a refund of rental payments or a substitution of their accommodation within the AMI Locals inventory of available homes.

**DAMAGE:** Guests are responsible for any damage to the property. AMI Locals offers one option to guests to protect against damage to the unit: a non-refundable damage waiver, which is a one-time damage fee. The non-refundable damage waiver covers accidental damage ONLY, up to \$500, provided such damage is disclosed to the AMI Locals Guest Services team prior to check-out. The non-refundable damage waiver does not cover intentional damage, theft, excessive cleaning, unintentional and incidental damage, flea infestation caused by a pet or loss of rental revenue as a result of the property being held off market during remediation of damages caused by guest. Damage not reported to AMI Locals will not be covered and guests will be liable for all costs associated with unreported damage. Intentional damage will not be covered by these fees and guest will be liable for all costs associated with intentional damage. The guest fully accepts responsibility for any and all damage caused to the property by any act or omission of the guest. Any damages that are not covered or exceed the \$500 limit under the non-refundable damage waiver will be charged to the credit card on file.

Should any damage come to light after the guest has departed, guest agrees and acknowledges that AMI Locals may charge to the guest's credit card or send an invoice for the amount to the registered address. AMI Locals will, however, make an effort to rectify any damage internally prior to contracting specialists to make the repairs, thereby attempting to make an effort to keep any costs that the guest would incur to a minimum. The guest will be liable for all costs associated with any and all damage that occurred during their stay. AMI Locals recommends guests that make their reservation through VRBO/Home Away purchase the additional Property Damage Protection Plan (fee applies), to add additional damage insurance for their stay. Guests reserving through AirBnB have AirBnB's Host Guarantee. In either case, this only adds certain protections for the guests, it does not eliminate liability and responsibility. Guest agrees to pay a reasonable attorney fees and all court costs and expenses to enforce this agreement including appellate proceeds with or without legal proceedings. Each party to this Agreement consents and submits to personal jurisdiction over the party by, and venue in, the courts of the State of Florida in and for Manatee County, Florida, regarding any legal action arising from, or otherwise related to this Agreement. Any dispute arising between customer and AMI Locals shall be brought exclusively in the state courts located in Manatee County, Florida.

***Please report and document any damage to the rental unit upon your arrival immediately to the AMI Locals Guest Services team to avoid possible liability.***

**GUESTS OF RENTERS:** Renters are responsible for the behavior of ALL guests at ALL times while on any of AMI Locals properties or premises. Guests are not permitted to occupy a rental property beyond its listed max occupancy at any time or hold any events at the home without approval, and if this occurs AMI Locals reserves the right to terminate the rental agreement immediately without refund. ALL activities must be conducted in a legal and ethical manner, and any action that does not abide by this standard could result in immediate removal from the property.

**ACCIDENTS, INJURY OR LOSS:** Special risks may be involved when using pool, spas/hot tubs, waterfront properties, roof top decks, or outdoor equipment (bikes, paddleboards, kayaks, etc) and customer assumes all responsibility for himself/herself and their guests and for the consequences of those at risk. Customer agrees to waive any claim whatsoever and hold harmless AMI Locals, its Affiliates and the Owner for accidents and claims resulting from accidents and or injury arising from use of the rental property and any of its equipment, porches, decks, stairs, parking area, elevators, pools, hot tubs, etc. AMI Locals, its

affiliates and the Owners, are not responsible for accidents, injury, death, or loss of personal belongings of any kind. Guests shall indemnify and hold harmless AMI Locals and its affiliates and the Owners from any and against all liabilities, claims, expenses, fees, loss of use of actions of any kind arising out of renters or their guests use and occupancy of the premises.

**BED BUGS:** All of our homes are inspected by a certified bed bug inspector and they are free of any bed bugs. This inspection is done prior to every arrival. If bed bugs are found, or the effects of bed bugs are noted, after this inspection, it is presumed that these bed bugs were brought into the home by the guest until the guest can show clear and convincing evidence to show otherwise. The treatment to exterminate these bed bugs will be at the guest's expense.

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND ASSUMPTION OF RISK AGREEMENT:** Customer understands and accepts that any equipment provided to me by AMI Locals, LLC, (the "Equipment"), or the Owner, is provided without any warranty about its condition or suitability and customer accepts full responsibility for its care while it is in customer's possession. Customer hereby agrees to the fullest extent permitted by law, as follows: TO ASSUME ALL RISKS, and any harm, injury or loss that may occur to customer or customer's property as a result of customer's use of the Equipment, TO RELEASE AMI Locals, LLC, its owners, affiliates, officers, directors, employees, agents, shareholders, and the Owners ("Released Parties") from all Claims, Liabilities, Causes of Action, and Demands that arise in any way from any personal property damage, injury, death, loss or harm that occur to customer or to any other person or to any property as a result of customer's use of Equipment; and TO INDEMNIFY, HOLD HARMLESS AND DEFEND the Released Parties against any and all claims, including claims for their own and customer's own negligence, and any other claim arising from customer's use of the Equipment.

The terms hereof serve forever as a release and assumption of risk for customer's heirs, estate, executor, administrator, assignees, for all members of customer's family, and any person(s) visiting or staying in the home during my stay.

Customer understands that they are responsible for the care and on-time return of the Equipment. If any of these items are lost, stolen, or irreparably damaged due to customer's neglect; customer agrees to pay fair market value for their replacement with the credit card on file with AMI Locals for incidentals.

*I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY ACCEPTING THIS AGREEMENT I MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. I DO SO FREELY AND VOLUNTARILY AS PART OF THE AMI LOCALS RENTAL AGREEMENT TERMS AND CONDITIONS WITHOUT ANY INDUCEMENT.*

**NOISE ORDINANCE:** The City of Anna Maria, Holmes Beach, and Bradenton Beach all have noise ordinance policies in place, and they are enforced by local law enforcement and code enforcement officers. The goal of this program is not to limit your fun or vacationing experience, instead it is designed to ensure a quality stay for every guest and resident on our island. Please be mindful of our neighbors during your stay.

Exceeding the noise ordinance could result in a warning from local law/code enforcement and continuing to ignore the ordinance after the warning could result in further disciplinary actions including fines and/or termination of your rental agreement without refund.

**SMOKING:** ALL RENTAL PROPERTIES ARE SMOKE FREE. **Smoking in a room will result in a \$200 charge per day to the person on file.** You are not permitted to smoke outside your accommodations on balconies, patios or by the pool. Any additional damages exceeding this amount will also be charged to the guest's credit card or taken from the security deposit.

**FURNITURE AND ACCESSORIES:** Furniture is not to be removed from the unit. Blankets and bath towels must remain in the unit. Beach towels are provided, and they may be used for that purpose, and the quantity of towels upon arrival must match the number left upon departure – quantities are determined by unit size. Any Folding beach chairs, towels, and any other equipment, bikes or items at the home, may be taken to the beach and/or used by the renter in their intended use, if lost, damaged or stolen the renter will be charged the present time replacement value for the item(s). There is an inventory taken before and after each guest's arrival and departure.

**PETS:** Dogs are allowed under certain conditions and ALL animals, including service animals, must be disclosed and approved prior to arrival. We cannot accept cats. The pet fee will not be prorated by number/size of dog or length of stay. Fees are associated and charged due to the extended cleaning, deodorizing, and depreciation caused on the home and/or the property.

**If any of the following are found to have been violated, AMI Locals will charge the primary card on file an additional pet fee to cover the costs to replace/clean up:**

- NO Animal is allowed in the Pool or Spa at any home
- NO Animal is allowed on any of the Furniture, including beds
- You also must pick up bodily waste after your pet at all times (both on rental premises and on public property).

If a pet causes any damage to anything in the house (i.e., furniture, walls, doors), that item will be replaced and the guest responsible will be charged in full for that item without exception. In the event that the renter brings a pet without obtaining authorization, a 25% surcharge on the total cost of the reservation will be charged and AMI Locals also reserves the right to terminate the rental agreement immediately without refund. Please understand that not all homes allow pets; some of our properties do not allow pets under any circumstances.

If you require an exception to this pet policy for your service animal, please provide AMI Locals with your specific request and details, and we will provide you with reasonable accommodations for your stay.

2 pets maximum. Weight limit of 50 lbs max total for 1 or 2 pets. NO Dangerous Breeds, aggressive, or intimidating animals are allowed. Owner(s) of the animals are responsible for any damage, property damage, medical expenses, and/or excess cleaning that occurs due to the pet. We can require that any animal not in compliance with this be removed from the home without refund. In addition to this, any animal that urinates or defecates in the home, or is not well trained and is wild, and/or out of control, may also be required to leave the premises without refund.

“Bodily injury”, “property damage”, or medical expenses for which any insured may be held liable arising from or in any way connected with any “dangerous dog” owned or under the control of any:

1. Insured; or
2. Any tenant residing on the insured premises; or
3. Any guests/visitors on the insured premises.

“Dangerous dog” means:

- Any purebred or crossbred dog comprised of any of the following breeds:
  - Pit Bull-type,
  - Rottweiler,
  - German Shepherd,
  - Husky-type (including Siberian breeds),
  - Malamute,
  - Doberman Pinscher,
  - Chow Chow,
  - Any Wolf-dog hybrid, or
  - Any other dog that has been known to have bitten anyone where the injury required medical attention, or where any insured or any tenant, guest or visitor of the insured knew that a dog was potentially dangerous.

**Claiming a pet as a service animal, when it is not, is a criminal offense.**

**NON-PET FRIENDLY RENTALS:** Non-pet friendly properties indicate that the Owner does not allow animals in their home. Many times, this is due to severe allergies, asthma, or other medical conditions that could be affected by their presence, even after the fact. For those guests with service animals, we ask that you please assist us in this manner and choose one of the many pet friendly rentals within our inventory so that we can comply with the Owner’s request. Please note that in some cases, this may be a preference by the Owner, and while they may not allow outside pets, they may take their own pets to the home. Customers with severe pet allergy issues should be alerted that a pet at some time may have entered or resided on the premises.

**KEYS:** If keys are provided for your rental property during your stay, you are responsible for them. If the keys are not left in the property and/or returned there will be a \$25 per key replacement charge.

**FAILURE OF EQUIPMENT/CONDITION:** In the event of failure of equipment to work, guest must notify AMI Locals first so repairs can be made. Renter expressly waives and relinquishes any rights or claims against the Owner or AMI Locals for any damage that may result to renter from lack of maintenance, cleanliness, repair, defect including Owners or AMI Locals for ordinary negligence. There will be no refund of all or part of the rental amount for any failure of any of the equipment to work. While we make every effort to limit guest interruptions, maintenance of the unit may occur during your stay. In this case, our maintenance department might require access to the unit, with or without formal notice. We will make every effort to avoid any unnecessary interruptions with your stay.

**AIR CONDITIONING:** The fan should be set on AUTO and system on COOL. Do not set air conditioner thermostat below 72°F. Do not operate air conditioner with any doors or windows open. **Damages to the unit due to improper operation will be the guest's responsibility.** Please speak to the AMI Locals Guest Services team or reference the document in your rental binder regarding HVAC systems in Florida.

**GARBAGE DISPOSAL/TOILETS:** **Please do not put any item besides TOILET PAPER in the TOILET. Paper towels, baby wipes, feminine products etc. – anything besides toilet paper provided – may cause a plumbing issue. If this occurs, the guest will be responsible for the service call and repair.** Likewise, please do not put peelings or any fibrous materials through the disposal. Run plenty of water and feed material SLOWLY into the unit when using the disposal.

**TRASH:** All of our homes have curbside service. Waste Management will dispose of your trash for you as long as the trash cans are in their designated space on the side of the property. **Please check your Rental Book located in the home for trash and recycling pick up dates.**

**SUPPLIES:** AMI Locals provides preliminary supplies of toilet paper, paper towels, soaps, and other small items for the guest. After these items are used, the guest will be responsible for purchasing these items to cover their needs as they determine necessary. These are not designed to last the length of the guest's stay. We do not provide daily housekeeping or daily towel service.

**TERMINATION OF AGREEMENT:** Failure to abide by the terms and conditions of AMI Locals, or Florida Law, could result in the termination of the rental agreement without refund. The laws of the State of Florida govern this agreement. The prevailing party in any lawsuit to enforce any provisions of this agreement shall be entitled to an award of attorney's fees, cost of expenses for mediation, arbitration and trial or appellate proceedings. This agreement contains the entire agreement of the parties. It may only be changed in writing signed by the party against who enforcement of any waiver, change, modification, extension or discharge is sought. Renters cannot assign or transfer this agreement.

**ILLEGAL ACTIVITY:** Should any guest or other occupants of the vacation rental use the property for any illegal or unlawful purpose including, but not limited to the possession, serving, or consumption of alcoholic beverages by persons less than 21 years of age, house parties or keg parties, any disturbance resulting in neighborhood complaints or police action, or use of the home in a manner contrary to the provisions of this agreement shall be terminated immediately, guests and all other occupants will be required to vacate the vacation rental and all monies paid will be forfeited. IF AMI LOCALS OR LAW ENFORCEMENT IS DISPATCHED TO VACATION RENTAL HOME DUE TO ANY ILLEGAL ACTIVITY OR DISTURBANCES EMANATING FROM THE VACATION RENTAL OR GROUNDS, THERE WILL BE A MINIMUM \$500 CHARGE TO TENANT'S CREDIT CARD AND IS GROUNDS FOR TENANT'S IMMEDIATE EVICTION.

By reserving this property and therefore agreeing to this agreement you give AMI Locals the permission to send you ongoing marketing, promotional, and special discount type communications. These are offered various times of the year, and are a benefit to the guest. These can be unsubscribed from if so desired.

**Please contact AMI Locals with any questions.**

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Guest Signature

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Date