



Rental Agreement

Our Vacation Rental Agreement is for rental of the vacation rentals of D&R Pelican Bay Resort Inc. specified in a confirmed reservation. This Agreement is between D&R Pelican Bay Resort Inc. acting for itself and the owner of the Property, and the person who is the responsible Renter of the Property.

By booking your rental with D&R Pelican Bay Resort Inc, you acknowledge that you have read and understand, and agree to be bound by, all terms, conditions, and policies in this Agreement.

Terms & Conditions

Minimum Age. The “Minimum Age” to rent the Property is 25 years of age or older. You agree to provide us with proof of age upon request. A parent or legal guardian must accompany all guests who are under the Minimum Age for the entire duration of the rental.

Responsible Renter. As the Renter, you agree to be an occupant of the Property for the entire duration of the rental. All other Occupants will be family members, friends, other responsible adults over the Minimum Age, or accompanied by a parent or legal guardian. You agree to be solely responsible for your actions and the actions of all family members, guests, and invitees (collectively, “Occupants”) present at the Property at any time during your stay, and to ensure that all Occupants understand and comply with the Terms.

Responsible Renter/Housekeeping Requirements. D&R Pelican Bay Resort Inc no longer offers daily housekeeping services. Laundry services are available to the occupant for a fee of \$50 per night if fresh linens are needed. This can be purchased at the time of booking or in office. D&R Pelican Bay Resort Inc does encourage occupants to bring extra towels and necessities for the duration of their stay. On your check out date the Occupant/Occupants must have all trash from inside the rental thrown in the trash bin located at the front of our property. All dirty linens including bedding need to be placed inside the laundry bag provided and left in the bathroom. All dishes must be washed and put away. Failure to abide by these rules and conditions can result in losing your damage deposit.

Short-Term Reservation Requirements. A payment by credit card of 50% of the total rental fee is required when booking a reservation. You will receive an email confirmation of the payment and details of the reservation. The remaining balance is due no later than 7 days prior to your check-in date. By accepting the terms of this rental agreement, you authorize D&R Pelican Bay Resort Inc to automatically charge your credit card on file for your remaining balance. We accept Visa, MasterCard, American Express and Discover. Reservations placed within 7 days of check-in date will require payment in full at the time of booking the reservation and must be paid with credit/debit cards only. We only accept checks on reservations made more than 30 days before the check-in date to allow for time for processing. If paying by check, payment

must be received no later than 7 days after booking your reservation or the reservation will be canceled. We do require an active credit/debit card to be on file when paying with a check. Please reference reservation dates and the reservation number when sending checks. This policy will be valid for all short-term reservations.

Monthly/Mid-Term Reservation Requirements. A payment by credit card of \$500 is required when booking a monthly reservation. Monthly rent payments are due on the 14 days prior to arrival. If rental is rented for consecutive months, monthly rent payments, utility charges and/or miscellaneous charges are due on the 1st of each month. Guest will have a 5-day grace period, if not paid by the fifth guest will be charged \$20.00 a day late fee. You will receive an email confirmation of the payment and details of the reservation. By accepting the terms of this rental agreement, you authorize D&R Pelican Bay Resort Inc. to automatically charge your credit card on file for your remaining balance unless you make other payment arrangements. We only accept checks on reservations made more than 30 days before the check-in date to allow for time for processing. If paying by check, payment must be received no later than 7 days after booking your reservation or the reservation will be canceled. We do require an active credit/debit card to be on file when paying with a check. Please reference reservation dates and the reservation number when sending checks. This policy will be valid for all long-term reservations.

Group Reservations: D&R Pelican Bay Resort Inc can accommodate group reservations. Guests can block rooms for members of a party up to 45 days prior to arrival. Rooms are required to have 50% of the total rental fee paid within 45 days of arrival. You will receive an email confirmation of the payment and details of the reservation. The remaining balance is due no later than 7 days prior to your check-in date. By accepting the terms of this rental agreement, you authorize D&R Pelican Bay Resort Inc to automatically charge your credit card on file for your remaining balance. We accept Visa, MasterCard, American Express and Discover. Reservations placed within 7 days of check-in date will require payment in full at the time of booking the reservation and must be paid with credit/debit cards only. We only accept checks on reservations made more than 30 days before the check-in date to allow for time for processing. If paying by check, payment must be received no later than 7 days after booking your reservation or the reservation will be canceled. We do require an active credit/debit card to be on file when paying with a check. Please reference reservation dates and the reservation number when sending checks. This policy will be valid for all short-term reservations.

Short-Term Reservation Cancellation Policy; No Shows. Cancellations must be submitted in writing and confirmed no later than 7 days prior to the original arrival date to receive a refund. Cancellations prior to 7 days are subject to a 15% service charge. No refunds are given for cancellations, changes, or rescheduling done within 7 days of your arrival date. No full or partial refunds will be granted for no-shows or if you cancel less than 7 days before the first night of your reservation, arrive after the first night of your reservation, or depart before the last night of your reservation. Except as expressly provided in this Agreement, no refunds or compensation will be given and D&R Pelican Bay Resort Inc. shall not be liable to you for failure

to make the property available for occupancy if the property is unavailable or becomes partially or wholly unusable for any reason outside D&R Pelican Bay Resort Inc. control, including but not limited to adverse weather conditions, natural disasters, mechanical failures, non-mandatory evacuation orders or other acts of government agencies, or utility outages. D&R Pelican Bay Resort Inc. advises Renter to obtain appropriate and comprehensive travel insurance that covers Renter and all Occupants and that includes coverage for personal injury, illness or disease, and property damage or loss. This policy will be valid for all short-term reservations.

Monthly/Mid-Term Reservation Cancellation Policy; No Shows. Cancellations must be submitted in writing and confirmed no later than 30 days prior to the original check-in date to receive a refund. All cancellations are subject to a 15% service charge. No refunds are given for cancellations, changes, or rescheduling done after 30 days prior to your arrival date. No exceptions. D&R Pelican Bay Resort Inc. advises Renter to obtain appropriate and comprehensive travel insurance that covers Renter and all Occupants and that includes coverage for personal injury, illness or disease, and property damage or loss. This policy will be valid for all long-term reservations.

Group Reservations Unclaimed, Cancellation Policy, No Shows. Unclaimed rooms will be released 45 days prior to arrival (Rooms that have not received the 50% Payment). Cancellations must be submitted in writing and confirmed no later than 7 days prior to the original arrival date to receive a refund. Cancellations prior to 7 days are subject to a 15% service charge. No refunds are given for cancellations, changes, or rescheduling done within 7 days of your arrival date. No full or partial refunds will be granted for no-shows or if you cancel less than 7 days before the first night of your reservation, arrive after the first night of your reservation, or depart before the last night of your reservation. Except as expressly provided in this Agreement, no refunds or compensation will be given and D&R Pelican Bay Resort Inc. shall not be liable to you for failure to make the property available for occupancy if the property is unavailable or becomes partially or wholly unusable for any reason outside D&R Pelican Bay Resort Inc. control, including but not limited to adverse weather conditions, natural disasters, mechanical failures, non-mandatory evacuation orders or other acts of government agencies, or utility outages. D&R Pelican Bay Resort Inc. advises Renter to obtain appropriate and comprehensive travel insurance that covers Renter and all Occupants and that includes coverage for personal injury, illness or disease, and property damage or loss. This policy will be valid for all short-term reservations.

Rescheduling and Changes. You may reschedule or change your reservation up to two times free of charge after your original reservation. All future changes or rescheduling of your reservation are subject to a \$20 processing fee for each rescheduling. All rescheduling must be done prior to 7 days before your arrival date.

Hurricane Policy. There are no refunds due to inclement weather including hurricanes. We offer vacation rental insurance that not only protects you against hurricane losses at your destination

home, but also at your place of residence. Please look over the travel protection that we offer to see if it is right for you.

Travel Insurance. D&R Pelican Bay Resort Inc advises Renter(s) to obtain appropriate and comprehensive travel insurance that covers Renter and all Occupants that includes coverage for personal injury, illness or disease, and property damage or loss, and to help protect against monetary loss if you must cancel your reservation for a covered reason.

Arrival: Check-in time is 4:00 PM. During non-peak periods, if your home is cleaned and inspected prior to check-in time, our staff will reach out to let you know. Due to high volume during Peak and Holiday seasons, we are not able to offer any early check-ins — no exceptions. Please do not plan on being able to access the property prior to 4 pm-- this includes (but is not limited to) parking extra vehicles/boats on site, dropping off luggage or groceries, and/or using the outdoor facilities.

Departure: Check-out time is 11:00 AM. We do not offer a late check-out. The cleaning crew must have adequate time to prepare the property for the next guest. Renter and Occupants that do not vacate the rental property by 11:00 AM will forfeit their security deposit and will be charged a \$50.00 for every hour our past 11:00 A.M. (rounded up) this will be charged to the credit/debit card on file. Guest must be out by 1:00 P.M., if not will be charged additionally for another night stay.

Maximum Occupancy. The number of people present at the Property may not exceed the maximum posted occupancy which is stated on the property listing website. The email confirmation will state the number of adults and children in your group — please make sure this is accurate. The occupancy limits are set by owners/Fire Marshall and are strictly enforced by D&R Pelican Bay Resort Inc. Any child over the age of 2 years old will be considered as an occupant and must be included in the occupancy total. If a Guest has exceeded the maximum occupancy limit of the rental, this will be considered a breach of contract and will result in immediate eviction, loss of your security deposit, and no refunds or rebates. We reserve the right to come to the rental house and check the number of people using the facilities. Renter may be charged up to \$50 per guest for each night of the reservation.

Good Neighbor Policy. Because the Property is a privately owned home, all Occupants must follow the good neighbor policy. Please treat the Property with the same care you would use with your own residence and leave it in the same condition it was in when you arrived. To prevent theft of or damage to furnishings or your personal property, you agree to close and lock doors and windows when you are not present at the Property and upon check-out. You and other Occupants agree to conduct yourselves throughout your stay in a manner that is respectful of and not disruptive to neighbors, traffic flow, or the community and that will not prompt complaints to D&R Pelican Bay Resort Inc from police, neighbors, or resort. Noise audible outside the Property is prohibited after 10:00 PM on weekdays and 11:00 PM on weekends. You and other Occupants agree to abide by all applicable parking restrictions and

limitations. Failure to abide by these rules and conditions can result up to a \$500.00 disturbance fee.

Events and Parties; Structures. Events and commercial photography or filming are prohibited at the Property without our express written permission. (If approved, additional conditions and fees may apply.) If you want to have a gathering with people other than in your rental group, arrangements will need to be made at a public place or meeting facility. Please contact our office for additional details. RV'S, campers, trailers, or tents are not permitted.

Security Deposits. D&R Pelican Bay Resort Inc security deposit amount will be authorized to your credit card up to one week prior to your check in. In the event your credit card has declined, you are required to either provide a valid credit card or pay the security deposit in cash before admittance to the property is allowed. A personal check may be accepted for the security deposit only if it is received in our office 30 days before your arrival date. Security deposits will be returned within 14 days of your departure after inspection of the property. Fees for damage, breach of contract, or extra cleaning needed will be deducted from your security deposit. To ensure a full refund of your security deposit, we will provide you with a check-out checklist and set of house rules.

Maintenance or Housekeeping Issues; Property Conditions. The Property is provided as is. You agree to contact D&R Pelican Bay Resort Inc, using the contact information provided in your confirmation email, as soon as you notice any maintenance or housekeeping problem, or any potentially hazardous condition, at the Property, or if any incident occurs at the Property that is related to such a problem or condition. You further agree to give D&R Pelican Bay Resort Inc. reasonable amount of time to respond to your report and to cooperate with D&R Pelican Bay Resort Inc. efforts to address the concern or provide a remedy. We will take reasonable and appropriate steps to remedy any reported problem as soon as practicable. We may enter the Property to remedy any problem you report, at reasonable times and with reasonable notice to inspect, maintain, or repair the Property, and to address any situation that we deem an emergency that threatens persons or property. You acknowledge that this property has shared amenities, such as a pool, hot tub, parking lot, fishing pier, clubhouse, and laundry units that the availability and condition of those amenities may/may not be available depending on maintenance, repairs and/or weather conditions.

No Smoking. No smoking is permitted in any of the buildings/structures/pool (including porches, decks or outdoor areas near any windows or doors that will allow smoke into the Property) at any time. If you smoke, please do so outside, away from the house and dispose of your cigarette butts in proper waste containers. If there is evidence of smoking found in the home, you will be charged additional fees of \$250 associated with ridding the home of smoking residual and any downtime of the rental.

Animals; Pets. Dogs and cats are the only animals allowed in "pet friendly" rentals, no other species of animals are allowed. Absolutely No animals or pets of any kind are permitted at the Property except (1) as specifically authorized in your reservation, or (2) bona fide service

animals that we are required by law to allow. Emotional support animals are not permitted except as (1) authorized pets. You agree that a prohibition on animals is not a guarantee that an animal has not been inside the Property or that the Property is free of animal or pet allergens. A non-refundable pet fee is charged per stay for each dog and no more than two dogs are allowed. The dog must be completely housebroken, well behaved, and pest free. No dogs are allowed on furniture and the Renter will be charged for an additional cleaning fee for removing pet hair and other pet-related material from furniture or the yard. Renter and Occupants may not use any rental provided linens or towels for dogs. Any dog shall not be left uncrated while alone on premises. The Renter agrees to pay for any damages caused by pets. Renter and Occupants must agree to clean up all indoor accidents and outdoor pet waste and deposit in outside garbage cans. Failure to follow the pet clean-up policy on the premises may result in additional cleaning charges that will be charged to the Renter's credit card. Renter agrees to be in complete control of their dogs and take full responsibility for the dogs' wellbeing. Area leash laws must be followed. The Renter agrees that by signing this Agreement, they are authorizing Agents to charge Renter's credit card on file for any damages incurred by the pet. If the Renter is found or reported bringing a pet into a home that does not allow pets will result in immediate eviction, loss of security deposit, and no refund or rebates.

Fishing Amenities: Under no circumstances are boats allowed to be tied to a bayfront fishing pier! Unexpected storms and high winds and waves can capsize boats and cause damage to piers. D&R Pelican Bay Resort Inc does not authorize Renter and Occupants to tie boats to bayfront piers or docks or to leave them anchored in the water.

Cable and Internet Services. All D&R Pelican Bay Resort Inc.'s rentals have cable and internet services; however, we cannot control outages or weather conditions that may affect the WIFI/Cable services. Cable and Wi-Fi outages are not considered emergency calls, these issues need to be called in during posted business hours. Rental properties do not offer premium packages, i.e., Movie Channels, Sports Channels, Pay-Per-View, etc. Occasionally there are provider interruptions in cable, and/or internet services due to unforeseen circumstances. We do not guarantee the availability of cable or internet. No refunds or rebates will be offered if a service is down, but we will take reasonable and appropriate steps to remedy any reported problem as soon as practicable.

BBQ Grills. Renter and Occupants who use the BBQ grills are responsible for cleaning them after their use. Renter may be charged up to \$100 for cleaning of the grill. Renter and Occupants are responsible for providing any charcoal that may be needed during their stay.

Lost Keys. There is a \$50 fee for all lost keys. If Renter and/or Occupants lock themselves out of a house after business hours there is a \$50 lock-out fee.

Resort Rules: Renter and occupants must follow ALL D&R Pelican Bay Resorts Rules and Regulations. These rules and regulations are sent prior to arrival, posted on our website along with at the facility. Failure to follow our rules can result up to a \$500.00 inconvenience fee (Fine), forfeit of deposit and/or immediate dismissal of the property without refund. By signing

this agreement D&R Pelican Bay Resort Inc. has authorization to charge all fees to credit card on file from reservation.

Items Left Behind. D&R Pelican Bay Resort Inc. is not responsible for any items Guests leave behind. We will collect all items we find that are left behind and upon request, we will return these items for a \$25 handling fee plus shipping costs. All unclaimed items will be property of D&R Pelican Bay Resort Inc.

Consequences of Breach, Charges for Damage. Any failure by you or any other Occupants to comply with any of the terms, conditions, rules, or policies above is or at the facility will be a breach of this Agreement and may result in a forfeiture of your rights to rent the Property, up to and including immediate removal from the Property without refund and with or without the assistance of law enforcement. D&R Pelican Bay Resort Inc may terminate this Agreement for breach, and if notified of such termination you agree to leave the Property immediately. In addition, you are responsible for, and you authorize us to bill your credit card on file for the full amount of: (1) any damage or loss that occurs at the Property during your stay; (2) a charge of up to \$500 for violations of the pet policy, including for bringing more pets or different types of pets than specifically authorized; (3) an additional cleaning fee of up to \$500 (or the actual cost of cleaning services, if greater) for violations of any of the guest policies above (other than the pet policy) or for excessive cleaning required by the acts or omissions of any Occupant during your stay; and (4) any fines issued by police, other government officials or agencies, utility providers, and/or resort for violation of any law, ordinance, or rule during your stay, and any damages (which may exceed the amount of fines) that result from the violation. If any unauthorized download of copyrighted material via the Property's Internet service occurs during the period of your stay, you agree that we may share your contact information with the internet service provider or any other party we believe, for any reason, has enforcement rights.

Acknowledgment & Disclaimer; Limitation of Liability.

Acknowledgment & Disclaimer. You acknowledge the Property may have features, amenities, and conditions that are unfamiliar to you and other Occupants you invite to the Property. You further acknowledge that your use of the Property and its amenities may carry inherent risk, including risk of bodily injury, illness or disease, disability, or death. For example, some Properties include natural habitats for wildlife, insects, and pests that may expose you to injury or disease; or piers, docks, stairways, porches, ledges, pools, hot tubs, and other unmarked natural or manmade features, amenities, and conditions that carry inherent risk. You agree that, by using the Property or its amenities, you voluntarily and willfully assume those risks and assume full responsibility for the choices you make before, during and after your use of the Property and its amenities. You also acknowledge and agree that you and any other adult Occupants are solely responsible for closely supervising and protecting the health and safety of all Occupants that are minors, throughout the duration of your stay.

Indemnification: Renter shall indemnify, defend, and hold D&R Pelican Bay Resort Inc harmless from all claims and damages (including reasonable attorney's fees and costs) arising from renter's use of rental or from any activity permitted by renter in or about the rental unless caused by the gross negligence or willful misconduct of D&R Pelican Bay Resort Inc. Renter shall further indemnify, defend, and hold D&R Pelican Bay Resort Inc. harmless from any and all claims and damages (including reasonable attorney's fees and costs) arising from any breach or default in the terms of this agreement or arising from any act, negligence, fault, or omission of renter and from and against any and all costs, reasonable attorney's fees, expenses, and liabilities incurred on or about such claim or any action or proceeding brought on such claim. In case any action or proceeding shall brought against D&R Pelican Bay Resort Inc by reason of any such claim, renter, on notice from D&R Pelican Bay Resort Inc, shall defend it at Renter's expense by counsel approved in writing by D&R Pelican Bay Resort Inc.

Mandatory Arbitration: Any dispute under this agreement shall be required to be resolved by binding arbitration of the parties hereto. If the parties cannot agree on an arbitrator, each party shall select one arbitrator and both arbitrators shall then select a third. The third arbitrator so selected shall arbitrate said dispute. The arbitration shall be governed by the rules of the American Arbitration Association then in force and effect.

Governing Law: This agreement shall be governed by, construed, and enforced in accordance with the laws of the state of Texas.

Waivers: Waiver by D&R Pelican Bay Resort Inc. of any breach of any covenant or duty of renter under this agreement is not a waiver of a breach of any other covenant or duty of renter, or of any subsequent breach of the same covenant or duty.

Substitution of Property. On rare occasions, due to ownership changes, properties removed from rental use, or a need for extensive repairs or maintenance, the Property may not be available for rental on the dates of your reservation. In this unlikely event, D&R Pelican Bay Resort Inc reserves the right to substitute a comparable property. If comparable accommodations are not available, you will receive a complete refund of your reservation payment. In the event of a substitution of rental properties, all Terms in this Agreement, plus any Unit-Specific Terms specific to the substituted property, shall apply to your stay in the substituted property.

MANAGEMENT RESERVES THE RIGHT TO EVICT OR REFUSE SERVICE TO ANY PERSON(S) WHO BREAK OR DISREGARD ANY RULES WITHOUT REFUND. MANAGEMENT RESERVES THE RIGHT TO REFUSE ANYONE. MANAGEMENT RESEFRVES THE RIGHT TO AMEND THE RULES, REGULATIONS AND FEES WHEN NECESSARY

These Rules are for health, cleanliness, legality, and Welfare of all.