

EL PRESIDENTE CONDOMINIUMS
RENTAL TERMS AND CONDITIONS
PLEASE KEEP FOR YOUR RECORDS

Identification: This document will be referred to as part of the confirmation. Condominium shall be referred to as rental property. The homeowner will be referred to as property owner.

Age Restriction: El Presidente rental properties require a minimum booking age of 25 years.

- The legal renter named on the rental agreement must occupy the property during the dates listed on the rental agreement.
- All renters, family members, and their guests agree to identify themselves to any employee of El Presidente or Board members should they be asked.
- When one person rents more than 1 unit, he/she must list all the people staying in each unit and one person over the age 25 staying in each unit shall be designated as the responsible adult.
- A driver's license or other valid document must be presented at check-in.

Payment Terms:

- Reservations will require an initial payment of 25%.
- Final payments of the full balance are due 60 days prior to arrival.
- Any payment that is not received by the due date may result in cancellation of the reservation.
- Administrative fees must be paid by guests.
- For bookings with the origination from an online travel agency such as, but not limited to, HomeAway/VRBO, renter authorizes El Presidente to charge the credit card on file on the due date.
- Renter is required to inform El Presidente at least 48 hours before the due date of different payment arrangements, which must be confirmed in writing by El Presidente.

Check-In and Check-out:

- **Check-in** The check-in process begins at 3 pm but cannot be guaranteed. In some cases, check-in may be delayed due to circumstances beyond our control.
 - Guests who check in after hours are required to complete the check-in process on the next business day.
 - Rate adjustments cannot be made for late check-in or early departure.
 - Early check-in without prior permission from El Presidente cannot be accommodated.
 - A driver's license or other valid document must be presented at check-in.
- **Check out:** Check out will be promptly at 10 am.
 - Our cleaners are scheduled to arrive at the unit at 10 am.
 - Any renter who fails to check out by 10 am will be assessed for half a day rent.
 - A full day's rent will be assessed if the renter vacates after 12 p.m.

Cancellation Policy:

- Cancellation more than 60 days prior to arrival will receive a deposit refund less \$200 cancellation fee.
- Cancellation less than 60 days prior to arrival will forfeit the deposit.
- Cancellation less than 30 days prior to arrival will forfeit all monies on account.
- Cancellations must be confirmed in writing.
- No refund for weather, medical reasons, or acts of nature such as but not limited to hurricanes, tropical storms, red tide and pandemics.
- **We encourage all guests to research and purchase travel insurance accordingly. El Presidente unfortunately cannot offer refunds or rescheduling of stays that are subject to travel restrictions, advisories, health concerns and alike, unless the property is rebooked at no loss of income to homeowner.**

Hurricane Policy:

- **If you are traveling between June and November, please note that this is hurricane season. El Presidente and Owners are not required to rebate rent in the event of a voluntary or mandatory evacuation whether in hurricane season or outside of hurricane season.**

Pandemic:

- If your stay is subject to a governmental vacation rental suspension and your arrival date is within 45 days, a full refund minus 5% can be offered, or credit for a future stay within 12 months.

Confirmation:

- Reservations are not considered confirmed until a member of El Presidente Condominiums Management has approved the booking.
- El Presidente reserves the right to audit, adjust or cancel any confirmed reservation for inaccuracy or misquoted information at no penalty to El Presidente.
- Confirmation of a specific rental property can only be established when a deposit is made.
- All payment and cancellation policies are in effect at that time.
- Once a reservation is confirmed, the rental property will be assigned.

Substitution of Accommodations:

- El Presidente reserves the right to move, relocate, reassign, or change the rental property noted on the front of this confirmation for reasons of emergency that include but are not limited to instances such as broken air conditioning, plumbing etc.
- El Presidente will make every effort to rebook in a like kind or upgraded rental property.

- Furthermore, under no circumstances does this confirmation guarantee the rental property selection or assignment if rental property had a change in ownership.
 - Such reservations are usually honored by new rental property ownership but can never be guaranteed by EI Presidente.

Maximum Occupants:

- The maximum number of guests is 6 individuals for 2-bedroom units and 8 individuals for 3-bedroom units.
- All renters occupying a unit must be registered with EI Presidente.
 - **Wristbands for registered guests will be provided and should be worn at all times on the beach or by the pool.**
- Reservations obtained under false pretenses and violation of the occupancy limits without authorization from EI Presidente, will, under EI Presidente sole discretion, cause forfeiture of all payments and the guests will be asked to vacate the rental property immediately.

Housekeeping:

- Units will be cleaned prior to arrival and upon departure.
- Mid-stay cleans are available for a fee and priced according to the service requested.

Parking:

- All parking at EI Presidente is reserved and all cars must be registered with EI Presidente and display a provided parking pass.
- Any cars without a displayed parking pass may be towed at the owner's expense.
- When available, a 2nd parking pass may be issued for \$100/week or \$20/day, but this cannot be guaranteed.
- Any guest or owner of an electric vehicle will not charge the vehicle on EI Presidente grounds or tap into any outside electrical receptacle.

Bicycles:

- Whether electric or manual, bikes will be stored in bike rack located on the south side of building.
- Electric bicycles will not be charged using any outside receptacles or taken up to units for charging.
- Electric bicycles and regular bicycles are not allowed in units by renters.
- Motor Scooters, either electric or gas powered, are not allowed on EI Presidente property.

Golf Carts:

- Golf carts will be permitted under the following guidelines...
 - If parking is available in the visitor parking area.

- Renter of the golf cart on record must always be the driver and also the registered adult renter of the unit on record in the front office.
- No golf carts permitted past the parking gates at any time. No exceptions.
- Management has the authority to limit or not permit golf carts at their discretion.
- El Presidente is not responsible for loss or damages to golf carts.
- Guests will not charge the Golf Cart on El Presidente grounds or tap into any outside electrical receptacle.
- The El Presidente maintenance golf cart is an exception to this policy.

House Parties:

- El Presidente does not allow house parties in any rental property.
- Renters are not allowed to organize graduations, proms, gatherings, reunions, weddings, receptions, or any other function similar in nature.
- Only the renters listed in the reservation are permitted on the property, including the pool and grounds.

Day guests of renters/facility use:

- Each unit is authorized to have a maximum of 6 guests for 2 bedrooms, 8 guests per 3 bedrooms (including children) per day
 - All guests must be registered at check-in.
 - **Wristbands for registered guests will be provided and should be worn at all times on the beach or by the pool.**
- Any additional day guests over the maximum occupancy of the unit must be registered upon arrival with El Presidente and will incur a fee of \$35 each for the daily use of El Presidente property and facilities. Children under 3 years of age are exempt from fees but still counted as a guest.
- Renters must review these Terms and Conditions with their guests and are responsible for their guest's behavior.
- Violation of this policy or these terms may cause immediate removal from the property and forfeiture of all payments by the renter who is associated with the guest.
- All renters, family members, and their guests agree to identify themselves to any employee of El Presidente, security officer, or Board member should they be asked.

Furnishings:

- All rental properties are individually owned and decorated. Items such as furnishings, appliances, equipment, style, quality, colors, etc. are provided solely by the owner.
- El Presidente does not accept liability for the aesthetic or functional perception of the rental properties contents and no rate adjustment can be made.

Act of Nature:

- El Presidente cannot be held liable for any acts of nature or occurrences beyond our control, including but not limited to tropical storms, hurricanes, or red tide. No rate adjustments will be made.

Agency Disclosure:

- El Presidente serves as an agent and representative of all owners of condominium units in this rental program and is always acting in and for the best interest of the owner.

Hold Harmless & Indemnity:

- Renters and family members, guests, day guests, hold harmless and indemnifies El Presidente Condominium Association from and against any and all liability, loss, damage, and expense, including reasonable attorney fees and disbursements arising from injury to persons or damage to rental property.
- Renters and guests agree to waive any claim whatsoever and hold harmless El Presidente and the property owner for accidents and claims resulting from accidents and or injury arising from the use of the rental property and any of its facilities, equipment, porches, pools, decks, stairs, parking area, elevators etc.

Limitation of Liability for Personal Property

- Personal Property Disclaimer- The Condominium Association, its agents, employees, and representatives shall not be liable for any loss, theft, damage, or destruction of the personal property of residents, guests, invitees, or any other person on the premises, whether such property is located within individual units, common areas, parking lots, or any other part of the condominium property.
- Items Left Behind- The Condominium Association shall not be responsible for any personal property left behind by residents, tenants, or guests upon vacating or otherwise leaving the premises. Any such property may be considered abandoned and may be disposed of at the sole discretion of the Association without notice or compensation.
- Responsibility for Security- Each resident is responsible for securing their personal property. Residents are encouraged to carry appropriate insurance to cover loss or damage to their personal belongings.
- Waiver of Claims- By signing this agreement, the resident (or tenant/owner) expressly waives any and all claims against the Condominium Association, its officers, directors, agents, and employees for any liability related to lost, stolen, or abandoned property, except in cases of willful misconduct or gross negligence.

Entry of Premises:

- Renters agree to allow El Presidente employees, vendors, contractors or subcontractors access to the rental property for any reason such as, but not limited to, repairs, improvements, care for or managing the property. However, we will make every effort to properly notify renters and guests.

Association Rules:

- All accommodations are confirmed with the understanding that all renters and guests will abide by the rules and regulations prescribed by the homeowner's association as required for each rental property.
- All signage on El Presidente property must be abided by.
- Any violation of visible signage may cause immediate removal from the property of all renters/guests associated with the party and forfeiture of all payments by the renter.

No Smoking:

- No smoking of any kind is allowed on the El Presidente premises except in designated areas.
- All El Presidente rental properties are non-smoking.
- Any guest that smokes/vapes inside a rental property will be asked to leave immediately and all charges to restore the rental property back to its original condition will be charged to the guest.

No Weapons Allowed:

- Weapons are not allowed on the premises of El Presidente rental properties.

Quiet Use and Enjoyment:

- El Presidente does not guarantee quiet use or enjoyment of rental properties due to noise from other people, neighboring properties, construction, maintenance, etc.
- El Presidente expects renters and guests to respect the local ordinances as well as keep a respectful volume before 8 am and after 9 pm in consideration of other renters and residents.
- El Presidente cannot grant rate adjustments resulting from circumstances outside of the rental property.

Pets:

- Pets are not permitted in any rental property.
- If a guest has a pet in a rental property, the guest will be asked to remove the animal and/ or vacate the rental property immediately.
- The guest will be charged for any costs regarding returning the rental property and the El Presidente property to its original condition.

Vehicles:

- Recreational vehicles (RVs), motorhomes, four wheelers (All-terrain vehicle), buses, pick-up trucks exceeding one-half ton rated load capacity, personal watercraft, motor homes, trailers (including boat, travel and camper trailers, construction/utility trailers) are not permitted on the property.

- Untagged or unlicensed vehicles or vehicles with expired tags, or inoperable motor vehicles, or vehicles that do not fit in the defined parking space are not permitted on the property.
- Commercial vehicles and equipment including, but not limited to vans, trucks, wreckers, trailers and other vehicles and equipment with affixed commercial advertising signs or business phone numbers, unless as prior approved by Management. (Except for short-term deliveries and authorized contractors working on-site during the day no overnight parking).

Pools/Beach:

- Because there are no lifeguards or other attendants at the swimming pools and beach, guests are expressly responsible for the safety of themselves, members of their family, and their guests using swimming facilities or other recreations facilities, and so using or permitting to be used, specifically waive any and all liability claims, expressed or implied against El Presidente, its employees, and the Condominium Association .
- Additionally, renters and guests shall not permit anyone under the age of 13 or non-swimming family member/renter or guest to play in or around swimming pool or beach water area without providing an attendant who is able to swim and can protect such juvenile, family member/renter, or guest in case of emergency.
- No glassware is allowed in or around the pool or on the beach.
- No food may be consumed while standing or swimming in the pool or in the immediate area of the pool, including the pool coping.

Non-refundable damage waiver:

- We understand that minor unintentional and incidental damage can occur during your stay, and we kindly ask for such damages to be reported to us to guarantee your continued enjoyment thereof and that of future renters and guests.
- Renters will be held responsible for all damages in excess of normal wear and tear, as well as theft, broken or missing items.
- Guest authorizes El Presidente Condominiums to charge any expenses related to damages of such nature to the credit card on file.
- Lost keys will be subject to a \$50 fee.

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Please note, any violation of the above Terms and Conditions may be cause for removal from the property and forfeiture of all payments.

(We) agree to abide by the above conditions and hereby swear that the information provided above is true:

Guest: _____

Date: _____