

**Portofino Resort Tower 3, Units #1803/1903**  
**Pensacola Beach, FL**

**Guest Agreement**

**Reservations**

The total rental amount is calculated by adding the 12.5% state and local taxes and \$175 departure cleaning fee/mandatory resort reservation fee to the rental rate. To secure your reservation, an advance payment of 50% of the base rental amount via (non-corporate) Visa or MasterCard is required at the time of booking. The advance payment will be applied toward the rental amount. A reservation confirmation will be emailed to you upon receipt of the advance payment. The balance of the rental amount is due 30 days prior to your arrival date, which can be paid by credit card (subject to a 5% service charge) or by check (written out to Nick Athens, 1842 Ebenezer Farm Circle, Marietta, GA 30066-4453 - no service charge). The advance payment is not a damage/security deposit, which is additional (see **Damage/Security Deposit** requirement below).

**Damage/Security Deposit**

A damage/security deposit of \$100.00 (by check only) is required, which must be received within thirty (30) calendar days prior to arrival, along with an executed copy of this Guest Agreement received within seven days of booking. The damage/security deposit does not apply toward rent, however, it is fully refundable within 15 calendar days of your departure provided **all** of the following provisions are met:

- a. No damage is done to the premises or its contents beyond normal wear and tear and there are no missing, broken, or malfunctioning items.
  - b. All keys are returned.
  - c. **ALL** the Guest Agreement terms and conditions are completely abided by.
- Should there be damage, repair and/or replacement necessary beyond \$100.00, the excess amount will be charged to your credit card.

**Reservation Cancellation Policy**

The rental amount you have submitted will be forfeited if you cancel your reservation. If you have any concerns regarding this policy, we strongly encourage you to obtain travel insurance to protect against an event where you may need to cancel your reservation. You may check [www.InsureMyTrip.com](http://www.InsureMyTrip.com), a site at which you can compare travel insurance rates from several insurers.

**Check-In Time**

Check-In time is 4:00 pm (Central time). You will check in at Portofino's front desk, where you will be issued a "cashless card" to be used for the restaurant and those onsite activities (e.g. spa treatments) that require a fee.

### **Check-Out Time**

Check-out time is 11:00 am. There are no refunds for early departures, shortened stays, or late arrivals (with the exception of Mandatory Evacuations, as detailed below). It is imperative that you check out by the designated time to allow cleaning and in consideration of the next family

### **House Rules**

- a. We require that you respect this property and treat it as your own so that our family, and other families, can enjoy this property.
- b. Quiet hours are 10 pm to 9 am. Please respect your neighbors.
- c. Sand toys, sandals, sandy shoes must be left outside the door.
- d. Please minimize dripping or sandy bathing suits inside the unit.
- e. No damp clothing or sunscreen allowed on any furniture.
- f. **All dirty dishes/glasses/utensils, etc. must be placed in the dishwasher and cleaned upon your departure.**
- g. **Please ensure that all dirty linens and towels are washed (i.e., place the last load in the washing machine upon your departure).**

### **No Smoking**

Smoking is strictly prohibited inside the unit or on the balcony. Your damage deposit will be forfeited and you will incur an additional charge for carpet cleaning and deodorizing if any evidence of smoking is found.

### **No Pets**

Absolutely no pets are allowed. If evidence of a pet(s) is found in the unit, you will be asked to vacate immediately with no refund of rent or damage deposit. Your damage deposit will be forfeited and you will incur an additional charge for carpet cleaning, deodorizing and/or "flea bombing."

### **Mandatory Evacuation**

A hurricane must be named by the National Weather Service and a mandatory evacuation for Pensacola Beach issued in order for you to be refunded for early departure. If this should be the case, a pro-rated amount will be refunded.

### **Parking**

You have two reserved covered parking spaces, which is #125 and 126 (for unit #1803) and #127 and 128 (for unit #1903), located on the second parking level. The property prohibits the on-site parking of recreational vehicles and personal watercraft (boats, trailers, jet skis, etc.) although provisions can be made for parking such vehicles in an adjacent unsecured lot.

### **Age Requirements**

We do not rent to vacationing students or singles under 25 years of age. No chaperoned groups. Any violators will be evicted according to Florida Statue 508.141 with forfeiture of all monies (rent and damage deposit). Any reservation

obtained under false pretense will be subject to forfeiture of all rents and damage/security deposit.

**Miscellaneous Requirements**

Please report any damage or maintenance/repair issues during your stay so that we may make arrangements for repairs/maintenance. Repairs to appliances, TVs and electronics, A/C units, etc. will be made as soon as possible. There are no refunds or adjustments should any such failure occur. The owner or an agent of owner may enter the premises for routine maintenance or to make repairs. Parties and underage drinking are not tolerated. If we are made aware of underage drinking, parties and/or if the police are called to this unit for any type of disturbance, violators will be immediately evicted from the premises and your damage/security deposit and rent will be forfeited.

**Contact Numbers**

The phone number to the resort is (850) 916-5000. You can dial local and toll free telephone numbers from the unit. We can be reached at (770) 842-8094 (Tina cell) or (770) 842-8095 (Nick cell).

Execution of this agreement acknowledges that you understand and accept the terms and conditions of this Guest Agreement. This executed Guest Agreement must be returned within 7 days of booking the reservation to validate and complete the reservation.

Please fax (to 678.384.7169) this agreement in its entirety (i.e. all pages).

I acknowledge that I am the responsible party for all members (and any affiliates) of our party and will ensure our adherence to all the terms, conditions, and requirements contained in this Guest Agreement and agree to assume full responsibility for the actions of all occupants.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Today's Date)

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\_\_\_\_\_

\_\_\_\_\_  
**(Rental Dates)**

(Printed Name, Address and Telephone Number)