



La Siesta Condominium Association, Inc.
909 Beach Road Sarasota, FL 34242

La Siesta Rental Terms and Conditions for VRBO and External Site Reservations

TENANT MUST BE AT LEAST 25 YEARS OF AGE TO RENT A UNIT

These are the rental terms and conditions of the La Siesta Condominium Association, Inc. for the rental of a unit within La Siesta, a Condominium. The minimum rental period is 7 nights. The primary rental occupant is a "Tenant" per Condominium Declarations. Minimum Tenant age is **25 years old and strictly enforced**. A government issued photo ID displaying the Tenant's age and address must be provided upon request and is required to check in. If the Tenant is unable to provide identification matching the reservation, check in will not be allowed and the reservation cancelled with all monies paid forfeited. Tenant must occupy the unit for the rental term.

The Tenant may reserve one (1) condominium unit. Requests for more than one unit per Tenant is considered a group reservation and the request must be directed to the La Siesta rental office for review and approval.

Any money received by the Owner, or External Website Operator, from the Tenant for occupancy of this vacation property shall be deemed the Tenant's acceptance of these terms and conditions. It is the responsibility of the Tenant to be familiar with La Siesta rental terms and conditions.

Reservation/Payment: Per the Tenant's VRBO or External Website reservation confirmation, a deposit on the rent is required. All monies, including security deposit, processing fee, cleaning fee, rent payments and applicable tax, must be received per the payments terms of the Tenant's VRBO or External Website reservation confirmation. If the terms of the reservation confirmation are not followed the Owner or Website Operator reserves the right to cancel the reservation.

Security Deposit: The security deposit shall be held by the Website Operator to compensate the unit owner for: (a) unpaid rent; (b) damage to or loss of furnishings, personal property or equipment within the unit; (c) excessive utility charges; (d) other services provided by the Association or its assigns; and/or to compensate for damage to the condominium property; (e) extra cleaning in the unit at the time of departure as a result of the Tenant's actions or inactions; (f) excessive soil to the carpets; (g) paint touch up due to damaged or marked walls; (h) missing or damaged linen items. The Website Operator shall electronically return the security deposit to the Tenant, within the time period provided in the Tenant's reservation confirmation, unless the Owner intends to impose a claim upon the security deposit, in which case electronic notice of such claim shall be given to the Tenant within fifteen (15) calendar days of the Tenant vacating the unit.

Occupancy Limit. Occupancy limit is per the Owner's "house rules" or policy provided in the listing. However, no more than four (4) persons shall use and occupy a 1-bedroom unit and that no more than six (6) persons shall use and occupy a 2-bedroom unit. Maximum Occupancy and maximum Rental Term may be further limited during holiday or high season periods as determined by the La Siesta Board of Directors

Rules: Tenant and Tenant's Guests Responsibilities and Restrictions:

The following behavior and/or activity is strictly prohibited and may result in the immediate suspension of occupancy rights and ejection, per Florida Statue **509.141, Refusal of admission and ejection of undesirable Guests (Tenants)**.

Any Tenant reserving or checking into a unit and subsequently allowing anyone under the age of 25 years old to remain occupying and using the unit outside of the immediate supervision of the registered Tenant for a period greater than four (4) consecutive hours.

Any person whose conduct on the Condominium property displays intoxication, profanity, lewdness, or brawling; who indulges in language or conduct such as to disturb the peace or comfort of other Tenants or resident; who engages in illegal or disorderly conduct; who illegally possesses or deals in controlled substances as defined in **Chapter 893, Florida Statutes**; or whose conduct constitutes a nuisance. Further, any person in violation of the **Sarasota County Air and sound Control Code, Article 1 Section 54-118**. Specifically noise regulations after 10:00pm including audio sound from music, televisions and loud voices which can be heard outside of the unit or in common areas

Rules: Tenant and Tenant's Guests Responsibilities and Restrictions Continued

Any Tenant hosting a house party of eight (8) or more persons within a single unit

Smoking in any rental unit, or in posted no-smoking areas.

Not Permitted: Vehicles greater than 18 feet in total length (including storage extensions), unless previously approved through the rental office and for the purpose of transportation for a group reservation, trucks with diesel engines, commercial vehicles (defined as having commercial lettering or containing commercial equipment), trailers, campers, motorcycles, boats, electric and gas scooters, roller blades, skate boards, hover boards, are not allowed within or upon the Condominium property

Tenant shall notify rental office when Tenant intends to leave the unit vacant for a period of seventy-two (72) consecutive hours or more, in order for the rental office to ensure the security and safety of the unit.

Refunds: No refunds will be granted for inclement weather or acts of nature. There are no refunds for early departures.

In the event that the Owner is unable to provide the unit for the Tenant to occupy per the terms of the reservation confirmation during the time period for which Tenant has placed a reservation, the Owner or Website Operator will refund the balance of unused rent at the option of the Tenant.

Check-In / Check-Out: Check-In time is after 4:00 PM EST on reservation beginning date. Upon arrival, please proceed to the Condominium rental office inside the clubhouse to check in and receive your unit key and parking pass. Please call the office (noted below) during business hours for instruction on how to obtain your key and parking pass if your arrival is after business hours. Check-Out is 10:00 AM EST **without exception**. Tenant and any family member, invitee or Tenant of Tenant, must vacate the unit and return the keys to the unit to the rental office not later than 10:00 am EST. Failure to check-out on time may result in a reduction or forfeiture of the security deposit.

Office Hours and Telephone Number: Office hours are Monday through Saturday from 9:00AM EST to 4:30PM EST. Telephone number 1-941-349-6454, or 1-877-635-1215, toll free North America. The after-hours emergency service number is 941-346-3333 and is posted on the bulletin board outside the clubhouse

Arrival: Upon arrival, Tenant shall immediately inspect unit and notify the rental office of any missing or inoperative furnishings or equipment or any weak or unsafe conditions which may result in injury. Occupancy by Tenant shall be conclusive evidence that the unit is in satisfactory condition and acceptable to Tenant. During Tenant's stay, Tenant shall promptly report any problems with the unit or its furnishings to the rental office, so that the reported condition may be addressed and corrected as needed.

Keys: Two (2) sets of unit keys are issued at arrival check-in. There will be a \$75.00 charge assessed against the security deposit for each set of unit keys not returned to the rental office or not left in the lock box outside the rental office.

Unit Amenities: The unit includes furnishings required for normal living conditions, a reasonable supply of linens and towels, a reasonable supply of dinnerware, silverware, glassware and cooking utensils. Kitchens are furnished with oven/stove, refrigerator, sink, dishwasher, garbage disposal, microwave and cabinet storage. The unit includes combination dining and living room arrangements, central air conditioning, screened patios, basic cable TV and telephone service. **The following items are not provided: paper products, trash bags, dish or laundry soaps or any other day to day consumable living or cleaning products.** Coin operated laundry facilities are located on the 2nd, 3rd, and 4th floor common areas.

Repairs: The Owner makes every effort to ensure that the unit is kept in good working order at all times but cannot guarantee against every possible equipment, furnishing or appliance malfunction. Should a failure occur that is promptly reported to the rental office during Tenant's use and occupancy of the unit, the rental office Agent shall make reasonable efforts to repair or replace the equipment, furnishing or appliance that is not functioning.

Locked Closets Or Cabinets: The owner of the unit may have personal property locked in an area of a closet area or cabinet. Locked areas are not included in the unit rental and are not to be tampered with.

Cleaning: The unit will be clean upon arrival. Bed linens, towels and dishes will have been washed. At departure, the Tenant shall leave the unit in generally as clean of condition as the unit was in upon arrival. The Tenant is responsible for daily cleaning of the unit during the Tenant's use and occupancy. Should the Tenant leave the unit in an unreasonably dirty condition, the Tenant's security deposit may be reduced or not refunded. Charges will be assessed for dirty dishes and additional cleaning at a rate of (\$100.00) per hour

Pets: Pets are NOT permitted within the Condominium. No Tenant or family member, invitee or Guest of a Tenant may bring a pet onto, or house or harbor a pet within, the Condominium property.

Liability: Neither Owner, Website Operator, nor La Siesta staff or employees, or other agents of the owner shall be liable for any damages or injury to the Tenant, or a family member, invitee, or Tenant of the Tenant, for damage to any person or property occurring within the unit or the Condominium property and the Tenant agrees to indemnify, defend and hold the Owner, Website Operator, nor La Siesta staff or employees, or other agents of the owner harmless for any claims for damages, no matter how caused. Owner, Website Operator, nor La Siesta staff, or employees, or other agents of the owner will not be held responsible for acts of theft, vandalism or other damage to Tenants' personal property or vehicle.

Agency: The Tenant acknowledges and agrees the La Siesta Condominium Association is serving as the rental agent for the owner of the unit.

Lockouts: In the event that the Tenant, or a family member, invitee or Tenant of the Tenant, accidentally or intentionally locks Tenant, or a family member, invitee or Guest of the Tenant, out of the unit outside of normal office hours; the Tenant agrees to pay a \$50.00 charge which will be assessed against the security deposit in order for the rental office to supply keys to unlock the unit.

After Hours Calls: After normal office hours, maintenance service is available for emergency situations only, i.e. plumbing leaks, power failure etc. Should maintenance respond to a situation that is deemed to be a non-emergency there will be a charge of \$15.00 per call assessed against the security deposit. The after-hours emergency service number is 941-346-3333 and is posted on the bulletin board outside the clubhouse

Disclaimer: The Tenant agrees to be responsible for any damage to the unit, dwelling, furnishings, grounds or common area which occur through acts or negligence of or by the Tenant, or a family member, invitee or Tenant of the Tenant. The Tenant agrees to surrender and vacate the unit at the time and date specified in the same condition as it was when the Tenant took possession; except for reasonable wear, act of God, and/or causes over which the Tenant has no control. If the unit is not left in satisfactory condition, the Tenant will be charged for repair and restoration to satisfactory condition, plus lost rental time.

At the time of reservation confirmation the Tenant certifies that he/she has read carefully and understands and accepts the limitations and obligations as set forth in these terms and conditions.

Unit # _____ Unit Size: _____ Arrival Date: _____ Departure Date: _____

Total Amount Paid \$ _____ Total Balance Due \$ _____

CANCELLATION POLICY: All cancellations are per the Owner's cancellation terms noted in Owner's rental listing on the External Website and/or the Tenant's rental confirmation provided by the Website Operator. All monies are subject to forfeiture if Tenant cancellation occurs outside of the reservation terms of the Owner's policy