

# Zero Worry Vacation Property Rental Agreement

This Vacation Property Rental Agreement (hereinafter referred to as “Agreement”) is for the property located at: **42<sup>nd</sup> Street- Surfwatch Unit 407**, hereinafter referred to as “Unit.”

Date of Arrival: \_\_\_\_\_ Date of Departure: \_\_\_\_\_

## I. PAYMENT POLICIES

### **DEPOSIT**

A 50% deposit, along with a copy of this signed agreement, is required at the time of booking your reservation. If Agreement is not received within ten days, we reserve the right to cancel the reservation and return the rental deposit.

### **BALANCE:**

Balances, are due 30 days prior to check-in.

A Late Fee of \$50 may be added for each week the balance has not been paid. Owners have the right to keep the deposit amount and rent the condo out to another party if the balance is not paid within 21 days of the scheduled rental.

### **CANCELLATIONS:**

All cancellations must be in writing. If a cancellation occurs, we will do our best to find a rental replacement. If a rental replacement is found for the full time frame your agreement was scheduled for, you will receive back all of your payments minus a \$150 cancellation charge. However, if we are unable to find a replacement, the following charges will apply:

#### **Cancellation Refund Schedule**

- 30 or more days prior to scheduled arrival date: Full refund less \$150 processing fee.
- 29-21 days prior to scheduled arrival date: 50% refund of the full contract rate
- 20-15 days prior to scheduled arrival date: 25% refund of the full contract rate
- 14 or less days prior to scheduled arrival date: No refund

There will be no cancellations due to inclement weather, strike, riot, restrictions by government authority, flood or act of God, actual or threatened. If the city/building is open the rental agreement is in effect.

### **RETURNED CHECK FEE:**

Checks that are returned for any reason will be charged a \$50 return check fee in addition to the principle amount, and checks will not be accepted from such issuer in the future. At that point, payment will only be accepted in the form of hand delivered cash, cashiers check, or certified bank check.

If collection activities are required all attorney fees will be the responsibility of the indebted party.

**FORMS OF PAYMENT:** The following forms of payment are accepted:

- Checks made out to “Zero Worry Vacations”
  - Checks will only be accepted if they are received at least 14 days prior to arrival
- Cashier’s check/Money Order
- Online credit card payment

**II. SECURITY/DAMAGE AGREEMENT**

1. **Damage charge.** Any damage charges incurred by the Tenants not covered by will be assessed to the credit card used to hold the reservation.
2. **Key Charge/Parking Permit Charge.** A \$50 fee will be charged to Tenants for failure to return any and all Unit related keys and parking passes within 1 week of rental. For your convenience, we will mail you a self addressed return envelope so that you can mail back keys/parking permit.
3. **Cleaning.** Tenants shall be responsible for any undue and/or unreasonable cleaning of the unit immediately subsequent to the Tenants’ departure. Otherwise, a cleaning charge of \$100 per hour, with a one (1) hour service minimum will be assessed.

**III. CHECK-IN/CHECK -OUT PROCEDURE**

1. **Check-In** Check-in time is after **3:00pm** unless otherwise noted in your Agreement. If you are not there within 24 hours, we may otherwise cancel your reservation without offering you and type of refund, and offer the remaining rental to another party.
2. **Check-Out.** Check-out time is **11:00am (SHARP)** on the day Tenant’s scheduled reservation ends. Any delay in check-out, absent prior consent of Owners shall result in Tenants being charged for another night’s stay.

**IV. USE AND ENJOYMENT OF UNIT AND PROPERTY**

1. **Use of Premises.** Tenants shall only use the Premises as a residence. The premises shall not be used to carry on any type of business or trade, without prior written consent of Owner. Tenants will comply with all laws, rules, ordinances, statutes and orders regarding the use of the premises.
2. **Quiet Enjoyment.** Tenants shall be entitled to the quiet enjoyment of the premises, and Owner will not interfere with that right, as long as tenants do not interfere with those rights of other tenants.
3. **Smoking:** Smoking is not allowed in the unit.

4. **Pets:** Pets are not allowed in the unit
5. **Grills:** The use of grills are not allowed in the unit, nor on the balcony
6. **Locked Areas.** Areas that are locked, such as Owner's personal storage spaces, for which Tenants are not provided a key, are off limits to the Tenants. Any attempt to enter locked areas is cause for immediate termination of this agreement, forfeiture of all monies paid, and Tenants will be liable for any damage and/or missing items.
7. **Rentals are for Family Groups only:** Zero Worry property owners rent to family groups only. Non-family, non-chaperoned, high school, or college groups are not permitted. In addition, the number of guests occupying the property shall not at any time exceed the maximum limit set (Surfwatch 407 is a max of 10 person occupancy). Identification of all occupants must be furnished upon request. Violation of any of these policies can result in denial of access to property, cancellation of the reservation, and/or immediate removal from the property without refund.
8. **PARKING** This unit comes with 2 parking passes. Zero Worry Vacations is not responsible for illegally parked vehicles. Boat trailers, or any other type of trailers, are not permitted to park on city streets or in condominium garages. Additionally, Zero Worry Vacations is not responsible for any car damages.

#### **IV. HOLD HARMLESS**

1. Owner attempts to maintain the Units in the best of condition. Owner expresses no guarantees, express or implied, regarding suitability or fitability for any particular purpose. Owner does guarantee that appropriate repair and/or replacement will be performed as soon as possible under prevailing circumstances. It is Tenant's responsibility to immediately notify Owner of any issues that they incur during their stay so that the repair and/or replacement may be promptly taken care of. Owner is not responsible for any inconveniences for which Owner has no immediate control. These inconveniences may include, but are not limited to, the following: (i) breakdown of VCR's, hot tubs, saunas, and/or other recreational appliances or devices; (ii) power outages; (iii) adverse weather and/or road conditions; (iv) construction in the area; and (v) Units that are not decorated and/or accommodated to Tenant's individual tastes. Owner shall not be held liable, or otherwise take any responsibility, for any injuries that may occur to Tenant, and/or Tenant's invitee, that is caused or permitted to be caused by the intentional, unintentional, negligent, or careless acts of said Tenants, and/or invitees. By the written or electronic endorsement of this Agreement, Tenant agrees to forever hold-harmless and indemnify Owner from any liability and/or responsibility arising there from.

**V. MAKE YOUR RESERVATION!**

**PAYMENT:**

Rental Amount Due: (please refer to website chart) \$ \_\_\_\_\_  
Optional Service Upgrades (call for pricing): \$ \_\_\_\_\_  
**Total Due:** \$ \_\_\_\_\_

Deposit Amount Paid (50%): \$ \_\_\_\_\_ Date: \_\_\_\_\_

Balance Amount Owed (30 days prior): \$ \_\_\_\_\_ Due Date: \_\_\_\_\_

**Please make check out to Zero Worry Vacations, or pay through Paypal with a credit card online at [www.zeroworryvacations.com](http://www.zeroworryvacations.com)**

**Incidentals Credit Card:**

Please list a credit card that will be kept on file. No amount will be run prior to your stay. Should any damages be noted by our cleaning staff immediately following your leave, you will be contacted and informed of the amount that will be charged to your card.

Credit Card Type: VISA      MASTERCARD

Credit Card Number: \_\_\_\_\_

Credit Card Exp. Date: \_\_\_\_\_

Back 3 Digits: \_\_\_\_\_

Name as it appears on the card: \_\_\_\_\_

Credit Card Billing Address:

\_\_\_\_\_  
\_\_\_\_\_

**GUESTS:**

Please PRINT all guest first and last names:

_____	_____
_____	_____
_____	_____
_____	_____

(please continue to page 5)

**Mail this agreement along with payment to:**

Zero Worry Vacations  
610 Opel Road  
Glen Burnie, MD 21060

**ENTIRE AGREEMENT.** THIS AGREEMENT, COMBINED WITH ANY AND ALL COMMUNITY RULES AND REGULATIONS (IF APPLICABLE) SERVES AS THE ENTIRE AGREEMENT. NO ADDITIONAL PROVISIONS ARE EXPRESSED NOR IMPLIED. THIS AGREEMENT SUPERCEDES ANY AN ALL PREVIOUS ORAL AND/OR WRITTEN, EXPRESS AND/OR IMPLIED AGREEMENTS. UPON WRITTEN OR ELECTRONIC ENDORSEMENT, TENANTS AGREE THAT THEY HAVE READ AND UNDERSTOOD THIS AGREEMENT, AND ACCEPT ALL TERMS, CONDITIONS, COVENANTS AND RESTRICTIONS, WITHOUT EXCEPTION

<b>VI. SIGNATURES</b>	
_____ <b>(Tenant's name)</b>	_____ <b>(Owner's Name)</b>
_____ <b>(Tenant's Signature)</b>	_____ <b>(Owner's Signature)</b>
_____ _____ _____ <b>(Address, City, State, Zip)</b>	_____ _____ _____ <b>(Address, City, State, Zip)</b>
_____ <b>(Cell phone number)</b>	_____ <b>(Cell phone number)</b>
_____ <b>(Other phone number)</b>	_____ <b>(Other Cell phone number)</b>
_____ <b>(Email Address)</b>	_____ <b>(Email Address)</b>
_____ <b>(Date)</b>	_____ <b>(Date)</b>