

Terms and Conditions of Rental and Liability Waiver

This contract constitutes an agreement between the Guest and Beachcomber Vacation Rentals as agent to rent the premises managed by Beachcomber Vacation Rentals. The restrictions, conditions and limitations described below are included as part of this agreement.

1. The Guest understands that the accommodations are privately owned, furnished by the owner and are as advertised on the Beachcomber Vacation Rentals network of Websites. Beachcomber Vacation Rentals and the owner are not required or obligated to provide additional furnishings or equipment.
2. CANCELLATION OR CHANGES OF RESERVATION POLICY: Beachcomber Vacation Rentals require one night deposit (2 nights for weekly bookings) BY CREDIT CARD if using our online reservation system or BY CHECK ONLY if booking over the phone which is to be received by mail or in person at our office no later than 7 (seven) calendar days after the reservation is made with the final balance DUE BEFORE OR UPON ARRIVAL. Cash, Credit and Debit accepted at arrival for final payment. Weekly and Monthly reservations require a higher deposit. Cancellations made more than 14 DAYS PRIOR to arrival (60 Days for Monthly Rentals) are subject to a full refund minus a \$ 25.00 cancellation fee. Cancellations OR CHANGES within 14 days prior to arrival (60 Days for Monthly Rentals) are subject to full forfeiture of deposit paid. Moving a reservation to dates other than those specified in the original reservation is considered a change to a reservation and is subject to the cancellations or changes of reservation policy. Beachcomber Vacation Rentals will not issue refunds for early departures. A valid credit card is still required if paying in cash. Rates and fees are subject to change without notice and are subject to local lodging taxes.
3. Beachcomber Vacation Rentals requires you the guest be 25 years or older to rent and we do not allow reservations on behalf of a third party unless prior approval is given. A state recognized Picture ID and valid credit card belonging to the guest named on the reservation are required at check in. Beachcomber Vacation Rentals reserves the right to refuse service. A cash deposit will be required if no credit card is available.
4. Many properties have special amenities on the property or access to special amenities including, but not limited to: roof decks, elevated decks, spa, hot tub, Jacuzzi, whirlpool, sauna and swimming pool. Unless otherwise posted, Guest is allowed reasonable use of these amenities during Guest's rental period. The Guest recognizes that there are inherent risks in the use of these amenities which may include personal injury and property damage. Guest agrees to use the amenities in a safe manner and follow any instructions regarding the use of the amenity. Guest recognizes that there are risks to children in the use of many of the amenities provided with the property. Guest recognizes that there are risks to the use of any of the amenities provided if they are used in a manner for which they were not designed. The Guest further recognizes that the use of these amenities may be UNSAFE if: used for an extended period of time; used by individuals who are pregnant or who may be pregnant; used by individuals while under the influence of drugs, alcohol or medication, or; used by individuals with certain health risks. The Guest acknowledges and assumes all risks for the use of any amenities provided with the rental property and Guest further agrees that Guest is wholly responsible and liable for any injury or damage to persons or property as a result of their use of the amenities provided with the property. Guest further agrees to indemnify, save, protect, defend and hold harmless Beachcomber Vacation Rentals, and the owners of the property for any damages, costs or attorney's fees incurred as a result of any injury or damage from the use of the amenities. The Guest agrees to assume sole responsibility in relation to these risks and Guest agrees Guest is responsible and liable and will pay agent upon request for any damages to these amenities caused by Guest's misuse or negligence.
5. Guest agrees to indemnify, save, protect, defend and hold harmless Beachcomber Vacation Rentals, it's agents or assignees, and the owners of the property for any and all claims, actions, suits, demands, damages and costs related to defending same, including attorney's fees incurred as a result of any injuries to persons or damages to property, including any damages that are the result of the negligence of Beachcomber Vacation Rentals, it's agents or assignees, and the owners of the property; any damages that are the result of Beachcomber Vacation Rentals, it's agents or assignees, and the owners of the property being sued for as a result of the acts or omissions of Guest or arising out of the acts or omissions of Guest.
6. The Guest understands that each unit is Self Catering, which is defined as having a start up supply of soap, toilet paper and trash bags and the guest is responsible for their needs after that. Kitchens are well equipped with basic cooking items (dishes, silverware, pots, pans, coffee makers, microwaves and toasters). Beachcomber Vacation Rentals offers no extra towels or maid service.

7. Beachcomber Vacation Rentals and its staff or representatives reserve the right to enter the rented properties at any time, with or without the Guest's consent to inspect the property, perform routine maintenance and pest control.

8. OCCUPANCY LIMITS: All our properties have occupancy limits that are stated on the web site and your reservation. These limits include adults and children and if you have more than the allowed occupancy limits staying in the rental property, you may be asked to leave without refund.

9. Our properties may have a PRIVATE area that is clearly marked as an OWNERS CLOSET. If you attempt to break into the owner's areas or any other area marked as PRIVATE you will be charged for breaking and entering private property.

10. PETS : Guest understands that pets are allowed in "ONLY" pet friendly properties which are clearly stated on the website. Guests will be asked to leave with no refund, and will be charged a \$500.00 clean up fee if ANY pet is allowed into a property which is not stated as accepting pets. A maximum of TWO Pets are permitted in properties that accept pets unless otherwise stated in the property description or otherwise approved by Beachcomber Vacation Rentals AND providing the appropriate non refundable PET FEE has been paid for each pet BEFORE OR AT CHECK IN TIME the GUEST further agrees that failure to comply will result in being asked to leave with no refund.

Local Leash Laws must be followed at all times.

11. Each property is inspected by our staff prior to your check in and upon your check out and an Inventory is taken. Any missing items, broken items, smoking, unauthorized pets, excessive cleaning, soiled/stained/missing Linens, or trash removal will be billed to your Credit card. In addition Beachcomber Vacation Rentals will charge your credit card for the following items: \$50.00 minimum charge for lock outs. Non-returned keys \$25 per key. If your Property is left in an unacceptable condition on your departure photographs will be taken and a minimum of \$250 will be charged as an excessive cleaning charge . A \$500.00 fine for smoking is imposed in any of our properties. Any damaged or missing property and landscaping will be charged at the actual cost of replacement or repair.

12. PARKING. Guest agrees to use only the parking spaces provided by the property. The obstruction of private property may result in your vehicle being towed at cost to you. Many properties have specific parking requirements and details of these will be clearly stated in each property or your reservation paperwork. Violation of these parking requirements will result in you being asked to leave without refund.

13. NEIGHBORS. The Guest must observe any no trespassing signs for any adjacent properties and must not obstruct access to adjacent properties. No loud music or outside parties after 10:00 p.m. are permitted and city ordinances must be complied with at all times. Beachcomber Vacation Rentals take abusive and illegal behavior very seriously and you will be asked to leave without refund if you choose to ignore local rules and regulations.

14. WIRELESS/WIRED INTERNET ACCESS - THE WI-FI SERVICE, WHERE AVAILABLE, IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND. BEACHCOMBER VACATION RENTALS DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. BEACHCOMBER VACATION RENTALS MAKES NO EXPRESS WARRANTIES AND CUSTOMER WAIVES ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NON INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY MERCHANDISE, INFORMATION OR SERVICE PROVIDED THROUGH THE PROVIDED CONNECTION OR THE INTERNET GENERALLY. GUEST EXPRESSLY ACKNOWLEDGES THAT THERE ARE, AND ASSUMES ALL RESPONSIBILITY RELATED TO, THE SECURITY, PRIVACY AND CONFIDENTIALITY RISKS INHERENT IN WIRELESS COMMUNICATIONS AND TECHNOLOGY AND BEACHCOMBER VACATION RENTALS DOES NOT MAKE ANY ASSURANCES OR WARRANTIES RELATING TO SUCH RISKS. NO ADVICE OR INFORMATION GIVEN BY BEACHCOMBER VACATION RENTALS OR ITS REPRESENTATIVES SHALL CREATE A WARRANTY. THE FULL INTERNET USAGE AGREEMENT IS PROVIDED ON THE BEACHCOMBER VACATION RENTALS WEBSITE AND WILL BE PROVIDED ON REQUEST.