

PENINSULA LODGING AGREEMENT TERMS

1. **PAYMENT TERMS** The initial deposit is made up of one-half of the gross rent, plus a \$45 non-refundable reservation fee. (Other terms may apply for full-season Agreements.) It is due within 10 days of the signing of this agreement, or Agent reserves right to cancel this Agreement. Final payment is due thirty (30) days prior to check-in date, and Guest shall not be entitled to possession unless and until said amount has been paid in full to Agent. If Guest shall default in any one of the payments for twenty-four (24) hours, the Owner may, at his option, take immediate possession without suit, writ of possession or other legal action, and the Guest hereby agrees that any deposit or rent payment made up to the time of default shall be forfeited and retained by the Owner because of the Guest's failure to comply with the terms of this Agreement. Guest shall also be liable for any outstanding payments due and Broker shall reserve the right to re-rent the property.
2. **CANCELLATION POLICY** In the event the Guest requests a cancellation of this Agreement for any reason, Prudential Gallo, REALTORS will undertake reasonable efforts to re-rent the property. If the property is re-rented in-full to a third party, the deposit, less 15% of the gross rental amount, will be returned to the defaulting party. If the property is re-rented for less than the original amount, the deposit, less 15% of the gross rental amount, and less the difference in gross rent, will be returned to the defaulting party. If the property is not re-rented, then the defaulting Guest will be responsible for the entire rental amount for the term. All cancellation requests must be in writing. No refunds will be given for inclement weather, including hurricanes, beach replenishment; nor for any other circumstances beyond the control of the Owner or Agent, to include any noise or disturbance caused by surrounding properties under construction.
3. **CHECK-IN/CHECK-OUT TERMS** Check-in time is 2:00pm – 5:00pm, or 2:00pm – 4:00pm if your check-in date is on a Sunday. If Guest will be arriving after office hours, Guest must call Agent to make arrangements for obtaining keys. Cleaning may occur as late as 6:00pm on the date of Check-in. Check-out time is by 10:00am on the date of departure. All keys, pool passes, and parking permits must be returned to the Peninsula Rental Office, located in the Discovery Center. The Guest agrees to give up possession of this licensed property at the termination of this Agreement peaceably and without delay, the execution and delivery being construed as full and sufficient legal written notice to the Guest to quit or vacate the premises immediately upon the termination hereof. The property hereby licensed shall be surrendered up in substantially as good condition as it was at the time Guest was first entitled to possession under the terms hereof.
4. **LODGING TERMS** It is understood, mutually agreed and acknowledged by the parties to this Agreement that:
 - a. Agent, Owner, or their representatives and employees may enter upon the licensed premises at any time, at their sole discretion, for the purpose of inspection, maintenance or repairs; and between the hours of 10:00am and 6:00pm on the date of Check-in for the purpose of cleaning. If the property is also listed for sale, Guest will allow access for showings with a minimum two-hour notice.
 - b. The Property must be occupied by the Guest identified in this Agreement, and all occupants of the premises shall be supervised by that Guest for the entire duration of the rental period. The occupancy shall not exceed the number of persons identified in "maximum occupancy." Guest agrees that this Agreement may not be assigned or the property sublet for any reason.
 - c. Guest acknowledges that he/she has personally inspected the property and accepts it in an "as-is" condition. If Guest has not inspected the property, he/she waives the right to withhold rent for any alleged deficiency in the premises or to otherwise claim that the property has been misrepresented to him/her either by the Owner or Agent.
 - d. Guest agrees to defend, indemnify, and hold harmless Owners and Prudential Gallo, REALTORS from and against any and all damage, loss, liability or expense including, without limitation, attorney fees and legal costs, suffered directly or by reason of any claim, suit or judgment, brought by or in favor of any person or persons, including without limitation minors, for damage, loss or expense due to, but not limited to, bodily injury and/or property damage sustained by such person or persons which arises out of, is occasioned by, or is in any way attributable to Guest's use or occupancy of the premises or the acts or omissions of Guest or guests, invitees or licensees of Guest, including without limitation friends and relatives of Guest, except to the extent caused by the sole negligence of Owner.
 - e. Owner or Agent may terminate this Agreement and remove all Guests at anytime if, at the sole discretion of Owner and/or Agent, Guest becomes objectionable, violates any terms of this Agreement, violates any of the property rules and regulations, or has created a disturbance of the peace that has been reported to Owner, Agent or Police. In such event, Guest agrees to immediately vacate the property, at Agent's request, without refund or recourse against Owner or Agent.
 - f. Where Owner provides a grill, TV, telephone, Cable/Satellite, VCR/DVD, Internet Service, microwave or icemaker, it is as a courtesy only. Repair, replacement or rebate during the term of this Agreement is not guaranteed. Gas for grills is the responsibility of the Guest.
 - g. The operation, maintenance, heating, opening, closing and lifeguard coverage for any complex supplying a swimming pool will not be guaranteed by the Owner or Agent. If any other club membership is provided, the Owner or Agent will not be responsible for the opening, closing or program scheduling of the facility. No refund or rebate will be given for the closing of a swimming pool, health club or other recreational facility.
 - h. Utilities are included in rental price unless specified elsewhere in this Agreement. Where a telephone is provided by the Owner as a courtesy to the Guest to make local calls ONLY, Guest agrees that all long distance calls will be placed collect or charged to a credit card or calling card. TIME AND DIRECTORY CALLS ARE NOT FREE. If rental period is for thirty (30) days or longer, Guest is responsible for costs of all utilities, including but not limited to electricity, telephone service, water/sewer, cable, gas and oil unless otherwise outlined in an attached Schedule A made a part of this agreement.
 - i. POSITIVELY NO SMOKING AND NO ANIMALS of any kind shall be kept or harbored in or on the property. If this covenant is violated, it shall be grounds for immediate eviction and loss of security deposit as liquidated damages for breach of contract. Guest will be held responsible for any damages caused by any animals on the property, including but not limited to extermination, carpet cleaning and waste removal.
 - j. Owner or Agent reserves the right to cancel this Agreement at any time prior to Guest taking occupancy of the property. In such event, Guest will be refunded all deposit monies received.
 - k. The Guest maintains a permanent residence elsewhere and acknowledges that this is a transient lodging; therefore, terms of this Agreement are not governed by the Delaware Landlord-Tenant Code.
 - l. Notwithstanding any other assurances to the contrary, this Agreement is not legally binding or effective until signed by Owner or Agent and deposit is received by Agent.
 - m. Guest acknowledges that Trip Cancellation Insurance is valid only if rental is paid in full as outlined in the attached brochure. Guest acknowledges that CSA Insurance issues the policies for Travel Insurance and Guest will not hold Prudential Gallo, REALTORS liable for any payment and/or claims due on said insurance policy. If Lodging Agreement is not paid in full, than Guest will still owe Prudential Gallo, REALTORS the difference between the amount paid by CSA Insurance and the balance due on the Lodging Agreement.
 - n. Guests will not be moved or refunded for any allergic reaction after taking possession of property, to include, but not limited to, pets, dust, mold, mildew, extermination chemicals, cleaning solutions, smoke, or any type of insects. If you have rented a "Non-Smoking" unit, Agent cannot guarantee a smoke-free unit and will not move or rebate a Guest in the event the unit smells of smoke.
 - o. Bed sizes and types are subject to change without notice.
5. **DAMAGES** It is understood, mutually agreed and acknowledged by the parties to this Agreement that:
 - a. Guest shall be liable for any and all damage to the Property and its contents, or any removal of such contents, including but not limited to furniture and other items of personal property contained therein. The Guest agrees to replace or restore any personal property which may be broken, lost, destroyed or damaged, and excepting for usual wear and tear, to repair all damages and injuries to the buildings hereby licensed, resulting from a lack of reasonable care and attention by the Guest or by negligence of the Guest, family and/or other guests.
 - b. If, during the term of this Agreement, the property is so damaged by fire or other casualty, without fault or negligence of the Guest, that it is rendered unfit for occupancy, this Agreement shall terminate and the prorated balance of the rent shall be returned to Guest. If the property is damaged prior to occupancy and cannot be made ready by the beginning date of this Agreement, this Agreement shall terminate and the deposit will be returned in full. Alternate lodging will be the responsibility of the Guest.
 - c. If a Security Deposit is requested, it is to secure the faithful performance of Guest's promises and duties contained herein. Security Deposits will be refunded by mail, within thirty (30) days of Check-out, less any costs for repairs or damages or excessive housekeeping charges, reasonable wear and tear excepted.
6. **AGENCY TERMS** Guest acknowledges that Prudential Gallo, REALTORS is acting as Agent for the Owner and is representing the Owner's interests in this transaction.
 - a. It is agreed that Prudential Gallo, REALTORS is acting as Agent only and has no liability to either party for the performance of any term or covenant of this Agreement.
 - b. Guest acknowledges that under no circumstances will Guest be moved from unit, and Agent will have at least 48 hours to correct any deficiency in the unit. Guest further acknowledges that repairs, refunds, rebates, etc. are at the sole discretion of the Owner. Agent has no authority to authorize such.