



## THE PENINSULA RENTAL PROGRAM RULES AND PROCEDURES

**CHECK-IN:** Check-in hours are Friday or Saturday between 2:00 p.m. and 5:00 p.m. Eastern Time. Special arrangements for check-in after 5:00 pm may be made within 48 hours of arrival by calling our office to determine if this option is available for your reservation. Our phone number is: Local (302) 645-6697; Long distance toll free (800) 768-2289. The individual who signed the Lodging Agreement ("Rental Guest") must be present at the time of check-in and must present proper identification to the rental office personnel or guard, if after hours. **The On-Site Rental Office is located in the Discovery Center at the end of Bay Farm Road. When entering The Peninsula, Rental Guests are to use the Guest's Lane at the Guard House.**

**CHECK-OUT:** Check-out is prior to 10:00 a.m. Please return all keys provided to the Rental Guests at the Rental Office prior to 10:00 a.m. Early Check Outs can use the Rental Office Drop Box located on the back porch of the Discovery Center. Rental Guest agrees to vacate the Property by 10:00 a.m. on the morning of the confirmed departure date, unless otherwise extended by written agreement, in advance, or Rental Guest shall pay twice the daily equivalent amount of the weekly rental rate stated for each additional day that Rental Guest remains in the Property. The Company shall have the right to take immediate possession of the Property in the event of non-payment and/or holdover.

**AGENCY DISCLOSURE:** Rental Guest acknowledges disclosure that Prudential Gallo, REALTORS® (the "Company") is the agent of and paid by the owner of the property being rented (the "Property") in the residential community known as The Peninsula ("The Peninsula") through The Peninsula Rental Program.

**PARKING:** Due to the limited number of parking spaces in The Peninsula, only two Vehicle Hang Tags will be issued per Property. **Trailers, boats, camper or oversized vehicles are not permitted.**

**RESERVATION REQUIREMENTS:** Rental Guest certifies that he or she is at least 25 years of age and will be responsible for payments, deposits and adherence to the terms and conditions outlined herein and in the other documents associated with the rental of the Property. Rental Guest understands that the minimum rental period shall be three (3) nights, unless otherwise permitted by the Company. Rental Guest understands and agrees that the Company reserves the right to change Property assignments without notice.

**RENT:** Rent shall be paid in Two Equal Installments, with the First Installment paid at the time of reservation and the Reservation Fee along with the premium due for trip cancellation/interruption insurance (if elected). The Second Installment along with Accidental Damage Waiver Fee and/or Security Deposit (if agreement is for 21 days or longer), the optional Linen Rental Fee and the Club Access Fees are due at least 30 days prior to the

beginning of the Rental Term. You will not receive a notice that the Second Installment is due. Please mark your records accordingly.

In the event the reservation is made within 30 days of occupancy, the entire amount of Rent shall be paid in One Installment along with the Reservation Fee, Accidental Damage Waiver Fee and/or Security Deposit (if agreement is for 21 days or longer), the Club Access Fees, the Linen Fee (if elected) and the Insurance Premium (if elected).

**DAMAGES:** All Lodging Agreements for a period of 21 days or less shall be subject to an Accidental Damage Waiver fee of \$45, which is non-refundable. This fee covers the Guest for up to \$500 for any reported accidental damages during their stay. 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.

**PAYMENT:** The Company accepts Visa/Master Card/Discover/American Express credit cards, cashiers/certified checks and personal checks for rental payments. Payments less than 30 days before the beginning of the Rental term must be in clear funds (cashiers/certified check) or by Credit Card Only. Payment in full of the total amount of the rent, the Processing Fee, The Accidental Damage Waiver Fee, the Club Access Fees, as well as CSA Travel Protection Insurance premiums and Linen Fees, if applicable, are due prior to occupancy as provided in the Lodging Agreement.

If a Lodging Agreement is sent by mail or by email, the signed Lodging Agreement and payment must be received at the Rental Office within 10 days of the reservation date. Failure to return the signed Lodging Agreement and the appropriate payments by the date due, will result in the agreement being deemed null and void. Payments are non-refundable, except as provided in the Lodging Agreement. Rental Guest hereby authorizes the Company to charge Rental Guest's credit card and place any amount paid by Rental Guest in an interest bearing account and agrees that all interest on such amounts shall accrue solely to the Company. All rates are subject to change without notice.

**CHANGES AND CANCELLATIONS:** See item 2 on the reverse of the Lodging Agreement.

**COLLECTION COSTS:** Rental Guest acknowledges that he or she shall be liable for all costs and expenses incurred by the Company in the collection of any amounts not paid when due, including attorneys' fees and costs.

**CLUB MEMBERSHIP PRIVILEGES:** Rental Guests of properties that are owned by persons who are Golf Members or Sports Members of The Peninsula Golf & Country Club ("the Club") will have access to the Club facilities, upon payment of the applicable Club Access Fee. A temporary club membership card will be provided to such Rental Guests as part of the check-in package. The temporary club membership card will entitle the Rental Guest to use all of the Club facilities (other than the members' locker facilities) during the rental period. Rental Guest must pay a Club Access Fee for use of the Club facilities (in addition to applicable greens fees, golf cart fees and massage fees). **Rental Guests of properties that are owned by persons who**

**are Social Members of the Club will not have access to the Club facilities and will not pay the Club Access Fee.**

Rental Guest acknowledges receipt of the Club's Rules and Regulations. Rental Guest acknowledges that use of the Club facilities shall be in accordance with such Rules and Regulations of the Club and that use privileges may be revoked without liability by the owner of the Club, in its sole discretion, for failure of Rental Guest or his or her family to abide by the Rules and Regulations. House guest passes may not be used by Rental Guests.

**IDENTIFICATION:** Rental Guest shall carry personal identification; the Rental Guest temporary club membership card at all times, and shall show such identification when requested by the Company or the Club's personnel. Hang tags or other such items provided by the Company shall be displayed as instructed by the Company's personnel at check-in.

**NUMBER OF OCCUPANTS:** Rental Guest agrees the Lodging Agreement is for the number of people specified at the time the reservation was made or as amended at check-in. The maximum number of occupants permitted to reside in the Property is equal to the number of bedrooms in the Property times two. Rental Guests are limited to related parties or a qualified non-related group that consists of unrelated persons at least two of which are 25 years of age or older and will occupy the rental home during the entire term of the agreement. They will be responsible for and supervise anyone under the age of 25. Related parties include immediate and extended family members. Rental Guest agrees to have only persons indicated on his or her reservation in the applicable Property in any capacity after 11:00 p.m. daily. If additional occupants are determined to be in the Property, the Lodging Agreement will be breached and Rental Guest will vacate the Property immediately and pay an additional guest fee as determined by the Company. Rental Guest agrees to be held responsible for any damages sustained, fines, lost revenue or attorneys' fees and costs resulting from having additional occupants in the applicable Property. Rental Guest understands that only one warning will be issued to the Property for noise, damage or similar disturbance. A second complaint will result in Rental Guest's eviction of the Property and forfeiture of all payments. Rental Guest further understands and agrees that Rental Guest will be held responsible for the actions of all persons in Rental Guest's party.

**USE OF PROPERTY:** The Property shall be used solely for residential purposes. Use shall be in accordance with the governing documents of The Peninsula Community Association, Inc. (the "Master Association") and the condominium association or Neighborhood Association for the Property, if applicable (collectively, the "Association Documents"). Rental Guest acknowledges receipt of the Association Documents and expressly agrees to comply with the terms and conditions of the Association Documents. The Company may terminate the Lodging Agreement and Rental Guest's use of the Property for any violation of the covenants and restrictions of the Association Documents.

**NO PETS/NO SMOKING:** Rental Guest understands and agrees that there are NO PETS AND NO SMOKING allowed in the Property. If any pets or smoking are found in the Property, the Lodging Agreement will be breached and Rental Guest shall vacate the Property immediately and forfeit all amounts paid to Company with respect to the rental of the Property.

**MAINTENANCE:** If the Company maintenance personnel need to make repairs, they will do so as quickly as possible. However, Rental Guest may be charged for unnecessary or after-hours maintenance calls. Please report any non-working equipment or problems immediately after check-in.

**LOST OR UN-RETURNED KEYS:** Rental Guest agrees to pay \$50 per key or access card lost or not returned to the Company upon check-out. After hours lock out fee is \$75.00.

**DAMAGE AND LOSS:** Rental Guest shall be liable to the Company for all damage to the Property, the structures and other facilities at The Peninsula and the Club, for any items improperly removed from the Property, and for injury to persons on or about the premises of The Peninsula or the Club caused by Rental Guest, his or her family and guests.

**INDEMNITY:** Rental Guest agrees to indemnify and hold harmless the owner of the Property, the Company, any manager of the rental program, and the owner or manager of the Club facilities, and their affiliates, their successors and assigns and their respective officers, directors, partners, members, shareholders, agents, and employees from any and all loss, claims, injury, damages, liability and costs (including attorneys' fees and costs) incurred as a result of, or arising out of, or in any way connected with Rental Guest's use of the Property or other facilities and services at The Peninsula.

**OTHER:** The Company reserves the right to expand or modify these Rental Rules and Procedures without notice. Any exception to these Rental Rules and Procedures must receive written approval in advance from the Company. Rental Guest understands and agrees that the Company rents the Property in a non-discriminatory manner without regard to the race, color, creed, religion, marital status, sex, disability, age, occupation, or national origin of prospective occupants or whether the prospective occupants have a child or children in the family.