



TERMS & CONDITIONS: PARADISE PALMS RENTAL AGREEMENT  
84745 Old Highway, Townhome #9, Islamorada, Florida 33036  
Updated April 21, 2025

**THIS TERMS & CONDITIONS RENTAL AGREEMENT ACKNOWLEDGES** that you understand and accept the Terms & Conditions of this Rental Agreement. The Tenant/Guest/Renter, for the purposes of this agreement, is both the principal for himself or her and the agent for all people using the rental property under the terms of this agreement. It is the duty of the renter to publish and communicate the terms of this agreement to all the people who will use the rental property.

1. **OUR PROPERTY DOES NOT ALLOW ANY SMOKING** – NO SMOKING IN THE TOWNHOME, ON THE BALCONIES / PATIOS OR THE FRONT OUTSIDE ENTRYWAY. Any SMOKING in rental unit is an automatic forfeit of the Damage Deposit. Tenants may also be responsible for additional damages if the Damage Deposit does not cover cost to remove smoke odor from home or if no Damage Deposit was provided.
2. **CHECK-IN TIME IS AFTER 4:00 PM and CHECK-OUT IS 10:00 AM.**
3. **PARKING** – Parking is limited to two (2) vehicles. Vehicles are to be parked in designated parking areas only directly in front of the unit (1 in front of the garage and 1 parallel to the side of the home oceanside). Any illegally parked cars are subject to towing. Applicable fines/towing fees are the sole responsibility of the vehicle owner. Guests may NOT park in the garage as the garage opening is extremely narrow. The garage use is to store kayaks and paddleboards. Trailers must be parked off property outside of the gates of the Peaceful Palms community.
4. **MAXIMUM OCCUPANCY** - The maximum number of guests is limited to those listed in your reservation.
5. **FALSIFIED RESERVATIONS – RESERVATIONS MADE UNDER FALSE PRETENSES ARE NULL AND VOID AND CHECK-IN WILL NOT BE ALLOWED.** Any reservation obtained under false pretense will be subject to forfeiture of advance payment, deposit, and/or rental money.
6. **RESERVATION DEPOSIT** – If there is no agreement through AirBNB, VRBO or Booking.Com, the following applies for payment. A minimum advance payment of 50% is required when making a reservation. The advance payment (50%) is not a Damage Deposit. A BALANCE OF PAYMENT is due sixty (60) days before your arrival date.
7. **RESERVATION CANCELLATION** – If there is no agreement through AirBNB, VRBO or Booking.Com, the following applies for cancellations. A sixty (60) day notice is required for the cancellation of a reservation for a refund of the advance payment. Cancellations or changes that result in a shortened stay, which are made within sixty (60) days of the arrival date, forfeit the advance payment, which was 50% of the total reservation amount prior to any security deposit. We highly recommend that all guests purchase travel insurance.
8. **HURRICANE OR STORM POLICY** – No refunds will be given unless:
  - The state or local authorities order mandatory evacuations in a "Tropical Storm/Hurricane Warning area" and/or
  - A "mandatory evacuation order has been given for the Tropical Storm/Hurricane Warning" area of residence of a vacationing guest.
  - The day that the authorities order a mandatory evacuation order in a "Tropical Storm/Hurricane Warning," area, we will refund:
    - Any unused portion of rent from a guest currently registered.
    - Any unused portion of rent from a guest that is scheduled to arrive or wants to shorten the stay or to come in after the Hurricane Warning is lifted
9. **DAMAGE DEPOSIT** – Any applicable damage deposit will not be applied toward the rent and will be fully refundable within (7) days of departure in accordance with these provisions. If a damage deposit was not secured, we will charge guests in addition to the rental rate in the situation that the following provisions were not met:
  - No damage was done to the unit or its contents beyond normal wear and tear. If any damage did occur, the guest will be responsible for the damage.
  - NO GLASS was brought to the pool and subsequently broken by which causing damage to the pool and requiring draining and repair.
  - No charges were incurred due to contraband, pets or collection of rents or services rendered during the stay.
  - No linens were lost or damaged.
  - No late checkout without prior consent.
  - The tenant was not evicted by the owner (or representative of the owner) or the local law enforcement.
10. **PETS** - No pets, unless an approved Service Animal, will enter the unit of Paradise Palms. No pets are allowed in or around OUR rental premises at any time without WRITTEN prior consent from the Rental Property Owners of Paradise Palms. While we



prefer to keep the home animal free because other guests may be allergic to animals, we are unable to deny a Service Animal. Emotional Support Animals are legally considered a pet and NOT allowed under ADA guidelines.

- Please answer the following questions approved by ADA about your Service Animal.
    1. Is the animal a Service Animal required because of a disability?
    2. What work or task has the animal been trained to perform?
  - Under the ADA, Service Animals must be harnessed, leashed, or tethered at all times, unless these devices interfere with the Service Animal's work or the individual's disability when using these devices. In that case, the individual must maintain control of the animal through voice, signal, or other effective controls. The animal must be under the control of the handler at all times, therefore never left alone at any time (even in a crate). Service Animals are NOT ALLOWED on the furniture or counters unless it is specifically related to the services the animal provides.
  - Service Animals must relieve themselves outdoors. Indoor pee pads are NOT ALLOWED. Guests are expected to clean up after their Service Animal and are expected to bring their own supplies for doing so. Please tightly close all excrement bags and place in the neighborhood garbage bin located at the front of the gate and NEVER inside of the unit.
  - The rental property owners reserve the right to exclude or remove any animal from the premises, including a Service Animal, if the animal is out of control and the animal's handler does not take effective action to control it, the animal is not housebroken, or the animal's behavior poses a direct threat to the health and safety of others.
  - If we discover a guest has misrepresented a pet as a Service Animal, we reserve the right to seek financial restitution, report fraudulent claims to government authorities and to evict the guest(s) without further notice. The guest will be 100% liable for ANY damage caused by a Service Animal.
11. **NO DAILY HOUSEKEEPING** – Your vacation accommodation will be cleaned to quality standards prior to your arrival and after your departure. You will be responsible for the cleaning of your unit during your stay and for leaving the unit in good condition at check-out. Housekeeping services may be available at an additional rate.
  12. **LINENS/TOWELS/SUPPLIES** – Linens, towels, shampoo, conditioner, and body wash are provided. A starter pack of toilet paper, paper towels, and garbage bags will be provided. Guests will need to purchase additional supplies beyond the starter packs.
  13. **NO SUBLETTING** - The rental property may not be sublet. Your reservation is not transferable to any other party.
  14. **SECURITY MONITORING EQUIPMENT** - Guest(s) will refrain from altering or removing any security or monitoring equipment that has been duly authorized and disclosed. These devices are necessary for insurance and occupancy purposes and must be active during your stay as noted in our online listing and within the Guidebook. There are two cameras outside: one outside Ring doorbell camera and one outside Ring video camera over the garage. For your comfort and privacy, there are no cameras in the unit or facing inside the unit. In addition, no WIFI device will be unplugged within the unit as these are critical to keep the unit working and monitored for insurance purposes. These devices are labeled, "Please do not unplug." This includes the Deco mesh WIFI systems, the powered blinds/Somfy system, and the Bluetooth connection in the entryway.
  15. **PLUMBING** - DO NOT FLUSH anything other than toilet paper. No feminine products should be flushed at any time. If it is found that feminine products have been flushed and clogged the septic system, you could be charged damages of up to One Thousand dollars (\$1,000).
  16. **SECURITY OF PERSONAL PROPERTY** – Paradise Palms Owners are not responsible for any acts of theft or vandalism, or other damage to any personal property or for personal items left by guests in the home upon departure.
  17. **TOP HOMEOWNER'S ASSOCIATION RULES** -
    1. **No Glass at the Pool:** glass is strictly prohibited in the pool area. If this rule is violated and an accident occurs, the pool must be drained, repaired, and refilled at the renter's expense—**up to Three Thousand dollars (\$3,000)**. We have plastic cups provided for you or you may bring your own favorite Yeti.
    2. **No Towels / Items hanging over the Railings**
      1. Towel holders are available on the ground floor in the garage.
      2. Hooks are installed in each shower for you to hang wet items.
      3. A dryer is also provided for your convenience.
    3. **Quiet Hours:** Quiet hours are from **10:00 PM to 8:00 AM**. Please be respectful of neighbors during these times.
  18. **PADDLEBOARD AND KAYAK USE - WAIVER OF LIABILITY, ASSUMPTION OF RISK AGREEMENT** - I understand that there is an inherent risk associated with water sports. I acknowledge that I have the necessary skills to use the water equipment properly. I also acknowledge that I will use the equipment in a safe manner that is not contrary to recommended use or manufacturer's standards. I am aware of hazards associated with the use of outdoor equipment, including, but not limited to physical and emotional injury, paralysis, death, or damage to myself, to property, or to third parties. It is my responsibility to inspect all equipment, including, but not limited to, the life jackets, kayaks, paddleboards and oars I intend to use.



- I, the undersigned user or guardian of user HEREBY RELEASE on behalf of myself, my heirs, representatives, successors, executors, and administrators Paradise Palms (84745 Old Highway, unit 9, Islamorada, FL 33036) and Peaceful Palms (84745 Old Highway, Islamorada, FL 33036) from any cause of action, claims, or demands of any nature whatsoever including, but not limited to, a claim of negligence. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in the activity is purely voluntary and I elect to participate in spite of the risks. I agree to hold harmless and/or indemnify and defend Paradise Palms and Peaceful Palms and their officers, agents, servants, and employees from all liability, costs or expenses resulting from accidents or injury to -or for the death of – any person or property directly or indirectly arising from my use or my permission express or implied, to use the water equipment.

- 19. BUNKBED WAIVER OF LIABILITY, EXPRESS ASSUMPTION OF RISK AGREEMENT** – The Renter and all occupants of this Rental acknowledges that the property being rented has a full-size bunkbed, which may cause an inherent risk including serious bodily injury or death to the Renter or any occupants of the home if not used properly. Paradise Palms does not allow any jumping off of the bunkbeds. The top bunkbed is used at your own risk. Proper ladder use is placing your feet one at a time on each successive rung of the ladder while holding onto both sides of the ladder. Be aware of the ceiling fan that is near the top bunk; to be used at your own risk while an occupant is on the top bunk.
- 20. WAIVER, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT** - The Homeowners are not responsible for any accidents, injuries or illness that occur while on the premises or their facilities. By accepting this reservation, it is agreed that all guests are expressly assuming the risk of any harm arising from their use of the premises or others whom they invite to use the premises. By accepting this reservation, it is further agreed that all renters release and forever discharge the owners of the subject property, 84745 Old Highway, unit 9, Islamorada, FL 33036, from any and all claims and demands for damage, injury or loss, arising out of the rental of this property, and to indemnify and defend the owners of the subject property, 84745 Old Highway, unit 9, from any and all claims and demands for damage, injury or loss, arising out of the rental of this property by any guest of the tenant. This release includes all future and unforeseen and unanticipated injuries, damage, loss, and liability, as well as those now known to exist.
- 21. ATTORNEY FEES** – In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred. Recovery of costs and Attorney’s fees shall include Appellate Costs and Appellate Attorney’s Fees incurred.
- 22. CHOICE OF LAW AND VENUE** – This Agreement shall be governed in accordance with the laws of the State of Florida.
- 23. WRITTEN EXCEPTIONS** – Any exceptions to the above-mentioned policies must be approved in writing in advance.

I HAVE READ THE ABOVE RENTAL AGREEMENT, RELEASE OF LIABILITY AND HOLD HARMLESS, AND FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT, AND I APPROVE OF THE AGREEMENT OF MY OWN FREE WILL BY ACCEPTING THE RESERVATION.

Now that we have that all covered, we want you to have the best vacation ever! If you have any questions before or during your stay, please call us.

By signing below or by making payment of the deposit due, I agree to all terms and conditions of this agreement.

Signature: \_\_\_\_\_ Date : \_\_\_\_\_

Printed Name: \_\_\_\_\_

Email Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_



Rental Confirmation: Boat Slip

**\*\*AGREEMENT GOES INTO EFFECT FOR BOAT SLIP RENTERS, OTHERWISE IT IS FOR INFORMATIONAL PURPOSES\*\***  
Only to accompany the rental of unit 84745 Old Highway, unit 9,  
a Residential Unit in the community of Peaceful Palms, Islamorada, FL 33036

1. BOAT CHECK-IN IS AFTER 4 PM and CHECK-OUT IS 10 AM. A reservation is required to dock at Peaceful Palms as the docking is first come, first serve by reservation.
2. PAYMENT - Full payment is due in advance as stipulated in the Rental Agreement unless an alternate agreement has been determined.
3. MAXIMUM BOAT SIZE - The maximum allowed boat length is twenty-six feet due to the draft of the boat (18") / water level. Boat must be docked in such a manner as to not cause a navigational hazard to other vessels. Should the boat not be able to be docked so as not to cause a hazard, then the boat will need to be removed from the marina.
4. SUBLETTING - Renting the boat slip to any other parties is prohibited.
5. WRITTEN EXCEPTIONS - Any exceptions to the above-mentioned policies must be approved in advance.
6. PARKING - Any boat trailers or boats are to be parked outside of the Peaceful Palms complex. There is no parking for boat trailers within Peaceful Palms, 84745 Old Highway, Islamorada, FL 33036.
7. UTILITIES - Utilities included at the boat slip are electric and water.
8. LIABILITY & INSURANCE - The Renter of the slip confirms that he/she has adequate insurance covering property damage, liability, and any other damage - such as but not limited to environmental damages - that might result from having his/her boat docked in Peaceful Palms and assumes all liability. Further, the boat owner agrees to hold harmless the HOA and Peaceful Palms and Paradise Palms, 84745 Old Highway, unit 9, Islamorada, FL 33036 for any such damage or liability should it occur.

9. DOCK WALKWAY - Renter is responsible for maintaining cleanliness and safety on the dock walkway.
10. HURRICANE OR STORM POLICY - Refunds may be given as per the stipulations in this agreement.
11. TIDES – Please note that the tide goes up and down over three feet and the boat should have lines attached to it so that it does not get caught on or under the dock. Any damage done to the dock will be deducted from the Damage deposit.

I HAVE READ THE ABOVE RENTAL AGREEMENT, WAIVER OF LIABILITY AND HOLD HARMLESS, AND FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT, AND I APPROVE OF THE AGREEMENT OF MY OWN FREE WILL BY ACCEPTING THE RESERVATION.

By signing below or by making payment of the deposit due to Paradise Palms, I agree to all terms and conditions of this agreement. My signature on page 4 of the Boat Slip Agreement recognizes the boat rental agreement and only applies when I bring a boat to the docks within the Peaceful Palms community.

Signature:

\_\_\_\_\_

Date : \_\_\_\_\_

