



PARADISE PALMS VACATION RENTAL AGREEMENT
84745 Old Highway, Unit #9, Islamorada, Florida 33036
Updated April 13, 2026

**If you booked through Airbnb or VRBO and are unable to upload to the site or we do not have a phone number to send through 'SignNow', you may sign this document and send to Support@ParadisePalmsIslamorada.com.

THIS TERMS & CONDITIONS RENTAL AGREEMENT ACKNOWLEDGES that you understand and accept the Terms & Conditions of this Rental Agreement. The 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. **RESPONSIBLE RENTER REQUIREMENT** – The primary renter must be at least twenty-five (25) years of age and must occupy the property for the duration of the reservation. The primary renter accepts full responsibility for the actions of all occupants and visitors during the stay. The property is intended for responsible guests seeking a relaxing vacation environment, and the Owner reserves the right to refuse or cancel any reservation that appears to violate the spirit of this agreement.
2. **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. Guests 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.
3. **CHECK-IN TIME IS 4:00 PM and CHECK-OUT IS 10:00 AM.**
4. **PARKING** – Parking is limited to 2 vehicles for the end units by the ocean (1 vehicle for all other units). Vehicles are to be parked in designated parking areas to allow for emergency vehicle access (best option: 2 vehicles parallel parked tightly to the side of the home oceanside, signage provided). Additional vehicles may be parked outside the front gates. 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 the kayak and paddleboards. Trailers must be parked off property.
5. **MAXIMUM OCCUPANCY** - The maximum number of guests is limited to those listed in your reservation, maximum of 8 guests. Only the guests listed on the reservation are permitted to occupy the property overnight. Day visitors are limited and must not exceed the maximum occupancy at any time without prior written approval from the Owner. Unauthorized guests may result in additional charges or immediate termination of the rental agreement.
6. **NO PARTIES OR EVENTS** – The property is intended for registered guests only. Parties, events, gatherings, receptions, or celebrations of any kind are strictly prohibited unless approved in writing by the Owner in advance. Any violation of this policy may result in immediate termination of the rental agreement, eviction without refund, and forfeiture of all payments made.
7. **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.
8. **PAYMENT POLICY** - To confirm your reservation, a deposit is required according to the payment schedule outlined in your booking confirmation. Accepted payment methods include Zelle, Venmo, and PayPal. Direct booking payments made via credit card or PayPal Goods & Services are subject to a 3% processing fee charged by the payment provider. Guests are welcome to avoid this fee by using Zelle, Venmo, or PayPal Friends & Family when available. Reservation dates are secured once the required payment is received. Remaining balances are due according to the payment schedule provided at booking. By submitting payment, Guest acknowledges and agrees to the terms of this Rental Agreement.
9. **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.
10. **RESERVATION CANCELLATION** – For reservations not booked through Airbnb, VRBO, or Booking.com, the following cancellation policy shall apply: A written notice of cancellation must be received at least sixty (60) days prior to the scheduled arrival date in order for the Guest to receive a refund of the advance payment. Any cancellation submitted fewer than sixty (60) days prior to the arrival date shall result in forfeiture of all amounts paid to date, including but not limited to the advance payment and any subsequent balance payments, excluding any security deposit. Guests are strongly encouraged to obtain private travel insurance to protect against unforeseen circumstances that may result in cancellation.
11. **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.
12. **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 charges were incurred due to contraband, pets or collection of rents or services rendered during the stay.
 - No late checkout without prior consent.
13. **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.
14. **LINENS/TOWELS/SUPPLIES** – Linens, towels, shampoo, conditioner, and body wash are provided. Guests will need to purchase additional supplies.
15. **NO SUBLETTING** - The rental property may not be sublet. Your reservation is not transferable to any other party.
16. **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. 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. Guests may not unplug or disable any WiFi or connected systems required for property operation and monitoring, including the Deco mesh WiFi system, Somfy powered blinds system, or entry Bluetooth system. These devices are labeled "Please do not unplug."
17. **PLUMBING** - Only toilet paper may be flushed. Feminine products or other items must not be flushed at any time. Guests will be responsible for plumbing damages caused by improper use, including septic or drain clogs, which may result in repair charges up to \$1,000.
18. **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.
19. **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.
20. **TOP HOMEOWNER'S ASSOCIATION RULES** –



1. **No Glass at the Pool:** Glass is strictly prohibited in the pool area. If broken glass requires the pool to be drained and repaired, the Guest will be responsible for associated costs up to \$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:** Towels or other items may not be hung over railings. You may hang items over the outside chairs to dry. Towel hooks are provided in each shower, and towel holders are located in the garage.
 3. **Quiet Hours:** Quiet hours are from **10:00 PM to 8:00 AM**.
21. **PADDLEBOARD AND KAYAK USE** – Guests may store paddleboards and the kayak behind the unit during their stay. Upon departure, please rinse all equipment and return it to the garage racks. **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.
22. **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.
23. **WAIVER, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT** – The Homeowners are not responsible for any accidents, injuries, illness, loss, or damage that may occur while on the premises or using the property’s facilities. By accepting this reservation, the Guest and all occupants assume all risks associated with the use of the property. Guest agrees to release, hold harmless, indemnify, and defend the owners of the property located at 84745 Old Highway, Unit 9, Islamorada, FL 33036 from any and all claims, liabilities, damages, or expenses arising from the use or occupancy of the property by the Guest or any invitee. This release applies to all known and unknown, anticipated and unanticipated injuries, damages, or losses.
24. **ATTORNEY FEES** – In any dispute arising from this Agreement, the prevailing party shall be entitled to recover reasonable attorney’s fees and costs, including those incurred in litigation, arbitration, or appeal.
25. **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 AND MAKING THE FIRST PAYMENT.

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.

Guest 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 for a non-owner is ~twenty-four feet due to the draft of the boat (18" max draft at low tide not including King Tide) / water level. Boat must be docked in such a manner as to not cause a navigational hazard to other vessels.
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 offsite. There is no parking for boat trailers at Peaceful Palms in / outside the front gate.
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 bumpers / dock. Any damage done to the dock will be at the renter’s expense.

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: _____

