

# Harmony Beach Vacations

Our motto is Peace, Love and Harmony and that's why we have a detailed policy page so you know what to expect when you choose Harmony Beach vacations. It is the responsibility of each guest to read over and be familiar with our policies. We want you to know everything up front and if you have any questions give us a call, 850-650-0551. We want you to have the perfect vacation that you deserve.

## PROCEDURES

- **Check-in Time.** Check-in time is 5:00 PM central time. In some instances, access to your property may be unavoidably delayed, due to cleaning or maintenance issues. We appreciate your patience. We know you are excited to start your vacation. We want to get everything perfect for you and your family. Guests who will be arriving later than 5:00 PM should make late arrival arrangements, by telephone the day of arrival. Please refer to your email confirmation, for the address for your check-in location.
- **Early Check-Ins.** Early check-ins may be available for a fee during peak spring and summer seasons, on some reservations. We cannot prearrange early check-ins. On your arrival day, please call our office to inquire if your vacation rental is available for early check-in. We apologize that this is not something that you can request in advance.
- **Check-Out Time.** Check-out time is no later than 9:00 AM central time; **however**, during off-season, if you would like a 10 AM check-out, please check with our office the day before departure. Please refer to your reservation confirmation. If you do not vacate the property by the designated check-out time, you will be charged an extra day's rent on your credit card. Further, if you do not timely vacate, you are trespassing and law enforcement may be called.
- **Late Check-Outs.** Later than 10:00 AM, may be available for a fee on some occasions.
- **Advance Reservations.** We accept reservations up to one-year in advance. We can confirm reservations for a future date, but we cannot confirm or guarantee rates for dates beyond the current published rental rates.
- **Reservation Confirmation.** After you reserve a vacation rental, you will receive an email confirmation. It is the guests responsibility to look over the confirmation and visit our website [www.harmonybeachvacations.com](http://www.harmonybeachvacations.com), to verify the property reserved, as well as the dates reserved. We want all of our guests to be happy with their choice, so please read over the information about bedding, location, and amenities offered. We want to make sure everyone is familiar with the property they reserved, so there are no

misunderstandings about what the property offers. Example: **Wi-Fi**, beach service, heated pool, grills, etc.

- **Housekeeping.** Each vacation rental is cleaned, to excellent standards, before your arrival and will be cleaned upon your departure. Daily housekeeping service is available for a fee. During your stay you are responsible for cleaning the property (sweep/vacuuming etc.) and leaving it in good condition at check-out. Additional cleaning, beyond routine cleaning, may be subject to an extra cleaning fee charged to your credit card. Upon arrival, please call our office within 24-hours if you find any housekeeping issues: 850-650-0551. We will send our staff, to the property, to correct any problems. Your satisfaction is important to us. No discounts are given due to housekeeping errors but we will do everything possible to correct our mistakes.
- **Personal Property Left Behind.** HBV is not responsible for personal items left behind by guests at departure. Please doublecheck the property at departure. If we find items left in the property, we will ship items at the guest's request for a minimum charge of \$25.

#### HOW-TO's

- **Access Codes and Keys:**
  - Door codes and property information will be sent to you via text message the day before you arrive, and again by text message the day you arrive
  - If your property has a traditional lock and keys, you will sent a lock box code. Lock boxes are located on the door frame. Please retrieve the key to open the front door but replace it, as there will be 2-keys on the kitchen counter for you to use during your stay.
- **Departure:**
  - Please empty all trash cans and remove trash from the property.
  - Make sure all dishes have been washed and put away. Your breakfast dishes can be put in the dishwasher and left running for the housekeepers to unload.
  - Please put dirty towels in the bathtub or shower.
  - Sheets can be left on the beds. Property inspectors will come in and remove dirty sheets and towels before housekeeping arrives.
  - Please sweep up any excess sand before departing. Rinsing feet before entering will help with this problem.
  - If your property, has a key, please make sure one key is in the key lock box and our two on the kitchen counter, when you depart to avoid \$25 charge.
- **Emergencies:** Please call 850-650-0551. If you are staying in one of our properties, and call after business hours - press 2 for emergencies such as: locked out of you vacation home, water leak that could cause damage, or electrical problems that could cause

damage. If you have disruptive or noisy neighbors, please call the Okaloosa Sheriff's Department (850-651-7400) or Walton County Sheriff's Department (850-892-8186). Also, please let us know, so we can personally follow-up on any disturbance.

- **Maintenance Problems.** In order to receive the best possible service, please report all maintenance issues immediately during normal business hours 850-650-0551. Maintenance issues are handled in the order that they are received. You do not have to be present for the repairs to be made. Please enjoy your vacation, go to the beach, out to dinner, continue on with your vacation, if possible, and we will do our best to repair the issues as soon as possible. **No refunds** or discounts will be given for maintenance issues pertaining to the complex: temporary elevator problems, pool shutdown for service, Wi-Fi issues etc. If construction is a problem, HBV will do everything possible to remedy the problem with the contractor. Quiet Hours are from 10:00 PM to 8:00 AM. Our goal is for you to have a relaxing vacation.

To avoid any unnecessary credit card charges resulting from service calls for air conditioner or refrigerator, please note:

1. Do not set thermostat controls below 70 degrees or have doors open with A/C unit running. This will leave the system unable to cool for 12-hours. Guest will be charged a service call if the air unit freezes due to misuse.
2. Refrigerator controls should be set on medium. When putting warm food in to an empty refrigerator it will take 24-hours to cool food. Please allow 24-hours for food to cool. At your home, you only add food a few items at a time, not all warm food at once.

(We add this to our policies because these are calls we incur weekly)

- **Property Damage.** We understand that accidents happen. Please inform us of any damage that occurs during your stay, before you check-out. Accidental damage is covered up to \$1500 with your reservation.

#### [POLICIES](#)

- **Property Damage Terms and Conditions:**
  1. Coverage includes accidental damage only.
  2. Damage due to negligence or willful conduct is not covered. HBV management has complete discretion to make that determination.
  3. Guest abuse will be charged to the guest. Guest's card on file will be charged for damages unless guest makes other arrangements with our office.
  4. Damage caused by pets is not covered.
  5. Normal wear and tear is not covered.
  6. Damages over \$1500 is the responsibility of the guest.
  7. Coverage is void if not reported before check-out. Guest's credit card on file will be charged for any unreported damages.

- **Property Rules and Regulations.** Please observe all rules and regulations governing the use of the property you are occupying. These rules apply to both owners and guests; failure to comply can result in eviction and forfeiture of rents/deposits.
- **No Smoking Allowed.** All units are NO SMOKING. If you smoke inside the property, you will be charged a minimum of \$250 to your credit card.
- **No Underage Drinking or Illegal Drug Use.** If HBV is made aware of underage drinking or illegal drug use, we will be forced to evict your entire group from the premises, and both your deposit and rent will be forfeited.
- **Pets.** Pets are only allowed, in properties that are designated "pet friendly". A non-refundable fee of \$150 per pet is required for pet stays. Pet owners will be financially responsible for any damages and extra cleaning. Having a pet in a property that does not allow pets is grounds for immediate eviction without a refund, and you will be charged an additional \$250 fee to your credit card.
- **Privacy.** After inquiring or making a reservation we will keep in touch via email and the HBV app. Both are used for check-in information and internal promotional purposes, unless you opt out. We will not sell this information to anyone or share with any third party outside of our organization.
- **Property Assignments.** You will be assigned a property when you make a reservation, however we are unable to guarantee a specific property, due to unforeseen circumstances. We will make every effort, to give you advance notice of any changes. Example of an unforeseen circumstance: air conditioning goes out and we are unable to repair it before your arrival. If we are sold-out and property damage prevents guests from staying in the property, HBV will offer a full refund.
- **Minimum Stay.** Minimum night stays for HBV properties posted on all websites refers to **off-season minimum** stays. **Five-night** minimum stays will apply for most properties during peak season and holidays. Arrivals shall occur on Friday, Saturday, or Sunday; and departures shall occur on Friday, Saturday, or Sunday (**said dates vary by property**).
- **Severe Weather.** We do not refund or credit rent or deposits lost due to cancelled or shortened stays because of weather (unless timely cancelled within our stated cancellation policy above). HURRICANE/STORM POLICY: Generali travel insurance will refund only if you purchase the insurance before the storm is named.
- **Maximum Number of Guests.** Guests who exceed the maximum occupancy, for the subject property, are subject to immediate eviction and forfeiture of all rental payments and deposits.
- **Parking.** Most condos/townhouses/homes have sufficient parking for 2 vehicles. Parking Passes are required at most properties and ARE issued at check-in. If you will be travelling with more than 2 vehicles or towing a boat or other trailer, please check with

our office to ensure that your accommodations have adequate parking for, and/or allow extra vehicles.

- **Family Rentals Only!** All of our vacation accommodations are family rentals ONLY. None of our units are available to vacationing students or young adults (under 25-years of age) unaccompanied by a responsible parent or legal guardian. A PARENT MUST BE STAYING IN THE UNIT, AT ALL TIMES. OUR RENTAL UNITS ARE MONITORED FOR VIOLATION OF THIS POLICY. ALL VIOLATORS WILL BE EVICTED AND ALL RENTAL PAYMENTS AND/OR DEPOSITS WILL BE FORFEITED. RESERVATIONS MADE UNDER FALSE PRETENSE ARE NULL AND VOID, CHECK-IN WILL NOT BE ALLOWED, AND REFUNDS WILL NOT BE GIVEN. This policy includes reservations made by parents who do not check-in, and/or who leave overnight during the length of the stay. NO EXCEPTIONS! We require one parent or guardian, for every two persons under the age of 25. Please do not reserve online or through a 3<sup>rd</sup> party if you are under 25-years of age, you will not be allowed to stay.
- **Happy Guest Policy.** As we have said we take our Peace, Love and Harmony motto very serious. Everyone on our staff will show you respect and kindness during your stay and we ask you to do the same for our staff, other guests, and staff of the resort where you are staying. We want you to have a wonderful time here on the Emerald Coast. Any public disturbance, of the peace or verbal abuse over the phone could result in eviction without refund. If law enforcement are called to one of our offices or to a property you will be evicted without a refund.
- **No Subletting.** The rental property may not be sublet. Your reservation is not transferable to any other party. Violation will result in eviction and forfeiture of all rents/deposits.
- **Personal Property.** HBV is not responsible for any acts of theft or vandalism, or other damages to any personal property.
- **Owner's Property.** Some properties have garages and/or storage building or closets that are reserved for storage of owner's property. These lockers/safes/closets/garages are NOT included in the rental.

#### AMENITIES

- **Kitchen Supplies and BBQ grills.** Dishes, pots/pans and other kitchenware is provided by the owner, for your convenience. Kitchen supplies are not professionally cleaned/sanitized. It is each guest's responsibility, to wash and place items in the cabinet. Please be considerate of the next guests, when washing and putting away supplies. BBQ grills are provided at some properties. It is each guest's responsibility to clean the grill before use and before departing.

- **Linen and Supplies.** Laundry facilities are provided either in the rental property or on the grounds of the property for your convenience. Guests are responsible for laundering towels and linens during their stay. Damaged linen will be charged to guest so please be considerate. On departure, housekeeping will remove dirty towels and linens and replace with fresh linen. The property will also be stocked with an initial supply of trash liners, toilet paper, bath soap, and dishwasher soap. Guests are responsible for extra supplies needed. We do not permit towels, sheets, blankets, or furniture to be removed from the property. Guests will need to furnish their own beach towels. Beach chair and umbrella services are available in most areas.
- **Internet and Phone.** Most properties have internet for your convenience. Internet is provided so guests can check email while on vacation. In most properties, internet is not capable of streaming movies or playing games on smart devices. During peak season or if several guests are using devices simultaneously, signal will be slow and disrupted. In case of interruption of internet service, HBV will troubleshoot the problem over the phone. If further assistance is needed, we will provide guests with the internet provider's information so they can contact the provider directly for assistance. There will be no refunds, discounts, or relocation due to internet difficulties. If you have internet problems, please call our office between 9 AM-5 PM for assistance. If you need internet for work or for homework, our office can provide you with suggestions for alternative **Wi-Fi** locations. **Phones:** property owners are not required to have a land line phone. Most guests travel with cell phones, so the majority of our properties do not have phones inside.
- **Beach Service.** Some rentals include beach set ups (e.g. 2-chairs and 1-umbrella) as an amenity during season. However, beach set ups cannot be guaranteed. If it is included in your rental, it is free of charge and is **not** reimbursed if it is not available. It is the discretion of the beach service company based upon weather and other unforeseen events, to determine if they will set up. They may not be willing to jeopardize their equipment under circumstances such as bad weather. There will be no discounts or refunds due to disruption of beach service.
- **Pool Heating.** HBV is not responsible for the heating of the condominiums pools; each complex has its own rules and guidelines for heating. Some private pools can be heated for an additional charge. If a private home, has a heater malfunction or other issue, please notify the office and we will make every effort to repair or correct. However, no discounts will be given for pool issues.
- **Bikes, Golf Carts or Other Equipment.** Release and Waiver Indemnity Agreement: If bikes or other equipment are located at your rental, they are for use strictly at your own risk. Guests are responsible for keeping bikes locked in a secure location at all

times. GUEST/LESSEE ASSUMES FULL RESPONSIBILITY AND RISK, and releases, discharges, and holds harmless Rent Gear Here, HBV, HBV staff, and the property owner, regarding use of bikes, golf carts, or other equipment at the property, together with any bodily injury, death or property damage to any persons resulting from said use, including but not limited to Lessee and Lessee's family, friends and/or acquaintances. Lessee agrees that the Release and Waiver and Indemnity Agreement contained herein is intended to be as broad and inclusive as permitted by the law of the State of Florida. Before renting golf carts or other motorized vehicle please check with property rules regarding parking. Some neighborhoods do not allow certain vehicles. HBV will not reimburse guests for vehicle rentals.

#### PAYMENT INFORMATION

- **Advanced Reservation Payment.** An advanced reservation payment (AKA deposit) will be required to confirm your reservation. If paying by check, HBV must receive this payment within ten (10) days from the date we take the reservation. The payment required is typically thirty percent (30%) of the total rental amount, but may vary. If purchasing travel insurance, that charge is in addition to the deposit payment. Example, if your deposit payment is \$300 and your travel insurance is \$82, your total deposit payment would be \$382. All properties require balance paid in full **30 to 45 days** prior to arrival, except for winter monthly guests. Reservations made under false pretenses of any kind will result in the forfeiture of all rental payments and eviction. Please mark your calendar of the balance due date. If balance is not paid in full 30-days before arrival (45 for larger houses), guest forfeits deposit payment and HBV will cancel the reservation. It is guest's responsibility to make payments on time; however, HBV will send guests an email reminder, and will also call to remind guests balance is due before the reservation is cancelled. After two (2) attempts to notify, the reservation may be cancelled and put back up for rent. There will be no refunds or credit. It is **the responsibility of the guest** to make sure HBV has your most current contact information.
- **Payment of Rent.** Rental charges are payable in full at or before check-in. We accept credit card, cash, or e-check with proper identification. There will be a \$35 charge on all returned checks. Credit card payments are subject to our no chargeback policy below.
- **Rent and Taxes.** Tax is currently 11.5% Okaloosa and 12% Walton counties and is due 30-days prior to arrival on all rentals. Rates advertised do not include taxes, service fees, or travel insurance. Larger properties and homes require the balances, to be paid 45-days prior to arrival, for weekly and nightly stays.
- **Fees.** A non-refundable service fee will be charged to all reservations. The amount varies by property size and location. The service fee includes a one-time cleaning fee, arrival



inspection and departure inspection, linen fee, coverage for accidental damage (see details), and reservation processing.

- **No Refunds** will be given for late arrivals or early departures.
- **Monthly Payments.** Advance rent payment, of **at least** \$300.00, is required, at the time of reserving and will be deducted from the last month's rent. We do not take credit cards for monthly stays. First month's rent is then due 30-days before arrival, and then in advance on the first (1<sup>st</sup>) day of each month thereafter, for the term of the reservation. **Cancellation or changes** of reservations must be made 90-days prior to arrival, for all monthly reservations. We do not give refunds for late arrivals or early departures. There are no refunds or credits provided and **we strongly recommend purchasing travel insurance from Generali Travel Insurance.**
- **Cancellation.** A full refund minus a \$150 cancellation fee will be issued, if you cancel at least 60-days before your arrival. Please call our office, as soon as possible, in the event you must cancel your reservation. **NO refunds or credits** will be given for cancellations made within 60-days of arrival, or for changing of dates or properties, unless you have purchased GENERALI travel insurance AND cancel for a covered reason. Travel Insurance refunds will be processed by Generali Insurance and are **subject to their policies and conditions. To prevent loss of rental payments, we strongly recommend purchasing Generali Travel Insurance.** We urge all our guests to speak with a travel insurance agent, for any information concerning their policy. For travel insurance information or a claim, **contact Generali Claims** at 800-541-3522. If you are canceling your vacation please contact us as soon as possible.
- **Credit Card Chargebacks:** By signing this document, you agree that any charges to your credit card, for amounts due per the above stated rental policies, are non-refundable and cannot be reversed by your credit card company; said charges and/or disputes shall be settled solely between you and Harmony Beach Vacations, Inc., and shall not be adjudicated by the credit card company.
- **Lost Key Charges.** Keys to the your vacation rental must be returned at check-out. Any lost keys will result in a re-keying charge. In the event, you are locked out after business hours, call our business number and an agent will meet you, at the rental property. A lock-out fee of \$25.00 will be charged to your credit card on file before the agent will come out to the property. If your property, has a key box on the door frame, please make sure a key is in the box at all times, to avoid a \$25.00 lock out fee. If you are staying in a property that is accessed by a code, please remember to unlock the deadbolt if you are leaving from the back door. If the deadbolt is locked, the key code will not open the door.
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## **TRAVEL INSURANCE**

- **Travel Protection Insurance.** Generali travel insurance is available on all reservations. If you did not purchase travel insurance at the time of booking, please call our office to ask for details: 850-650-0551. Travel insurance is available, at any time, up until final payment is made, but is not mandatory. The insurance premium is 6.95% of the total rental and is non-refundable. If a “Mandatory Evacuation” order is given, for the area in which your property is located, due to a named weather event (i.e., tropical storm or hurricane), refunds will only be given, if travel insurance was purchased, before the weather event was named. Refunds are processed and paid by Generali at 800-541-3522.

## **LIABILITY RELEASE AND LEGAL RIGHTS**

- **Agent for Owner.** HBV serves as the agent for the owner of the rental property. You hereby agree to release, indemnify and hold harmless Harmony Beach Vacations and its employees and/or agents from and against all claims, suits, damages, costs, losses or expenses arising from injury to any person or property occurring on or about the premises.
- **ENFORCEMENT; COLLECTIONS; VENUE; WAIVER OF JURY TRIAL:** Should the owner or HBV be required to initiate any action against you to enforce any of the terms of this document, the prevailing party in said action shall be entitled to reimbursement of its reasonable attorney’s fees and costs associated with the action, including any trial and/or appellate fees/expenses, and including those fees/costs incurred to litigate the amount of fees/costs due to the prevailing party, plus interest on the amount due of eighteen percent (18%) per annum or the maximum amount allowable by law. Further, this document shall be interpreted according to the laws of the State of Florida. Venue for any action arising out of or related to this document shall lie exclusively in Okaloosa County, Florida, and you hereby consent to personal jurisdiction in said county. Further, if any litigation arises out of or relating to this document, you hereby **KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAVE YOUR RIGHT TO A TRIAL BY JURY FOR SAID LITIGATION.**