

## SUNSET BEACH SPECIAL EVENT AGREEMENT

Resort Vacation Properties of St. George Island, Inc., (“Resort”), and \_\_\_\_\_, (“Renter”), agree to fully comply with all the following terms, conditions and guidelines of this Agreement, (“Agreement”).

1. The Renter agrees to conduct the event in an orderly manner and agrees to obey all applicable laws, regulations and rules of all governmental or regulatory entity, including, but not limited to, all sanitary laws, rules and ordinances. It is the responsibility of the Renter to familiarize themselves with all such laws, rules and regulations.
2. The location reserved for this event is the Sunset Beach community clubhouse, reserved thru Community Management Services, or CMS, respectively, for the purpose of holding the following event:  
\_\_\_\_\_.
3. The Sunset Beach community clubhouse is reserved for the event described herein. The use of the rental home, \_\_\_\_\_, or any other rental home(s) inside Sunset Beach managed by Resort is limited to residential use according to our Rental Guidelines and no other use shall be made without prior written permission of Resort.
4. The total rent for this Agreement is \$ \_\_\_\_\_, plus all applicable taxes. This amount does not include the damage deposit.
5. The term of this Agreement begins on \_\_\_\_\_ and ends on \_\_\_\_\_. The Renter shall be liable for double rent in the event that the Renter holds over after the term of the Agreement.
6. The Renter assumes full responsibility for the conduct of all persons in attendance and for any damage to any part of the home and premises during any time same are under the control of the Renter, Renter’s guests, or vendors employed by the Renter for the occasion. The Renter agrees to be responsible for any and all damages or additional fees that may be incurred during the duration of the rental. The Renter also agrees to apply the \$1,000.00 damage deposit toward payment of all such damages and/or fees, even if the amount exceeds \$1,000.00. See paragraph 8(a) below for further information concerning the damage deposit and paragraph 15 below concerning the hold harmless agreement.
7. Peaceful Enjoyment: Subject to all the terms and conditions herein, upon the payment of all fees and confirmation of the reservation, Renter shall and may peaceably and quietly have, hold and enjoy the leased premises for the agreed term.
8. The Renter, and its guests, vendors and invitees shall abide by the following guidelines. Failure to obey any of these guidelines, or any other provision of this Agreement, shall, at Resort’s option, work a forfeiture of this Agreement and of the Renter’s rights under this Agreement:
  - a. DAMAGES – A refundable damage deposit of \$1,000.00 is required before occupancy and is applicable toward any home(s) rented for the event. Guests are responsible for any damages incurred during their stay and/or event. This includes damages to the interior and exterior of the home, landscaping, irrigation system, and surrounding areas such as sand dunes, sand fences, and sea oats. There will also be a charge if furniture is not returned to its original location. Resort will conduct a thorough inspection prior to guest arrival and following guest departure. On

your arrival, we strongly recommend you check the rental home for any damages in or around the home and report any damages you find immediately to our office at 927-2322. The damage deposit, less the cost to fix any damages or replace furniture, if any, will be refunded within 45 days of the event; this will be refunded by the same method as payment.

- b. RENTAL GUIDELINES – The current Rental Guidelines apply to all reservations and all the terms of such Rental Guideline are incorporated herein. Review these online at <http://www.resortvacationproperties.com/rvp/vacation-rentals/rental-guidelines.php> and in our Vacation Planner. Please note that authorized employees may enter the premises for any purpose to manage the home. We reserve the right to discontinue occupancy and any reservation obtained under false pretense will be subject to forfeiture.
- c. HOMEOWNER ASSOCIATIONS – Some homes are within private communities and their homeowners association may have specific rules. Please refer to the guidelines for each community for details. These may be found online at <http://www.resortvacationproperties.com/forms/index.php>.
- d. SMOKING – Smoking is not permitted in any structure. A \$250.00 fee shall be charged for violations of this rule. This fee is in addition to all other fees herein.
- e. CANDLES – The Unity Candle for weddings is to be the only source of flame inside the event home or on the decks and porches. No other open-flame device is allowed. Candelabras are for decoration only and are not to be lit inside any home.
- f. SEA TURTLE ORDINANCE – Events occurring between May and October must comply with the Sea Turtles Protection Ordinance for Florida. This information can be found on the FWC website at [http://www.myfwc.com/WILDLIFEHABITATS/Seaturtle\\_Lighting.htm](http://www.myfwc.com/WILDLIFEHABITATS/Seaturtle_Lighting.htm)
- g. DECORATIONS – Stapling, nailing, gluing or other damaging attachments are not allowed. Please take care not to damage the home or landscaping.
- h. PARKING – If parking is not available at Sunset Beach without parking on the grass, median or shoulders, guests must be shuttled to the home. Parking is available at the pool area and tennis court area of Sunset Beach. Additional parking is available in the center of the Island in the public beach parking.
- i. ENTERTAINMENT - Live music or DJ's are allowed only at the Sunset Beach community clubhouse and requires advance permission from CMS. Live music or DJ's are not allowed at individual homes. Stereo music must be kept to a reasonable and respectable level at all times.
- j. KEYS – Renter shall promptly return all keys issued to them for use of the home. In the event that all keys not returned to Resort, Renter shall be responsible for the cost of duplicate keys and/or replacement of the lock.
- k. GARBAGE – All garbage must be placed in sanitary cans. Such cans shall be provided at the rental home or community clubhouse. Additional charges may apply for excessive garbage removal required by Resort.
- l. SPECIAL STIPULATIONS – Renter shall not deviate from the above guidelines without the prior written permission of Resort.

9. Utilities: There is no additional charge for water, sewer and garbage services.

10. Severability: If any provision of this Agreement is deemed by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be stricken and the remainder of the Agreement shall be enforced.

11. Venue and Governing Law: The terms of this Agreement shall be governed by the laws of the State of Florida and venue shall be in Franklin County, Florida.

12. Time for Performance: Time is of the essence in the performance of all the terms of this Agreement.

13. Attorney Fee Provision. In the event of litigation arising out of this Agreement, the prevailing party shall be entitled to its reasonable attorney fees from the non-prevailing party.

14. Mediation: Prior to filing a lawsuit, the parties shall participate in non-binding mediation. Each party shall pay its own attorney fees for mediation. The parties shall equally split the costs of the mediator's reasonable fees.

15. Hold Harmless: In consideration of \$10.00, the receipt and sufficiency of which is acknowledged, the Renter shall hold Resort, its owners, officers, shareholders, directors and employees, and the home owner harmless from all liabilities, damages, costs, negligence and attorney fees arising from this Agreement caused by Renter or its guests, servants and invitees, including such claims made by same against Resort.
16. Pets/Animals: Renter shall keep no domestic or other animal on or about the home or premises without the prior written permission of Resort.
17. Waiver: The waiver by Resort of any breach of any covenant or duty of Renter under this agreement is not a waiver of a breach of any other covenant or duty of Renter or of any subsequent breach of the same covenant or duty.
18. Assignment: Renter may not assign this Agreement without the prior written approval of Resort.
19. Cancellation: Resort reserves the right to cancel this Agreement with or without cause and without liability to Renter.
20. Hazardous Materials: Renter shall not keep or have on the home or premises any article or thing of a dangerous, flammable or explosive character that might increase the chance of fire or that would ordinarily be considered hazardous or extra hazardous by any responsible insurance company.
21. Nonobservance or Violation of Rules by Renter or its guests: Resort shall have no liability or responsibility to Renter or its guests/invitees for the nonobservance or violation of any of the guidelines or other provisions of this Agreement.
22. Independent Contractor: Renter is notified that Resort is a property management company which is an independent contractor of the owner of the home. Resort may enforce this Agreement for the benefit of the homeowner.
23. Fitness of the home. Renter agrees that Resort shall have no liability or responsibility to Renter or its guests if the home becomes unfit for the event for any reason not caused by the gross negligence of Resort.
24. Consideration: This Agreement is entered into in consideration of \$10.00 and other valuable consideration, the receipt and sufficiency of which is acknowledged.
25. The headings of each paragraph are intended solely for the purpose of organization.

\_\_\_\_\_ Initial here to confirm that the smoke detectors are present in the home.

**Resort Vacation Properties of St. George Island, Inc.**

By: \_\_\_\_\_  
Event Planner on behalf of Resort Vacation Properties  
of St. George Island, Inc.

\_\_\_\_\_  
Date

Renter Name: \_\_\_\_\_

Date of Event: \_\_\_\_\_

Times of Event: \_\_\_\_\_ to \_\_\_\_\_

Rental Home(s) Reserved:

Dates Reserved:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If wedding,

Bride's Name: \_\_\_\_\_

Bride's Phone: \_\_\_\_\_

Groom's Name: \_\_\_\_\_

Groom's Phone: \_\_\_\_\_

Wedding or Event Coordinator, if applicable: \_\_\_\_\_

Coordinator's Contact Information: \_\_\_\_\_

\_\_\_\_\_ Initial here to confirm that you received a copy of the Resort Vacation Properties Rental Guidelines.

\_\_\_\_\_ Initial here to confirm that you received a copy of the applicable Homeowner Association guidelines.

\_\_\_\_\_  
Renter Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Renter Printed Name