



Full Rental Agreement – Penthouses

Rental Agreement

Please read your vacation rental agreement carefully before you begin your stay. Any monies received by Village Suites Bay Harbor for occupancy of the Suite indicated acceptance of the terms of this Vacation Rental Agreement in full. All policies are strictly enforced. It is the responsibility of all guests and members of their party to be familiar with all policies pertaining to the rental.

Renter Requirements

For legal and accounting purposes, the person placing the reservation must be the same as the credit/debit card holder. This person is considered to be the Guest. All other persons involved with the rental are considered to be the Guest's invitees, and all discussions regarding reservation, cancellation, and damage policies will be conducted with the Guest, not the Guest's invitees.

Down Payment / Payment

Final Payment will be required at check-in to your Penthouse.

Damage Policy

1. Accidental Damage Waiver

A non-refundable Damage Waiver Fee of \$49 is included in the total cost of all reservations. This waiver is designed to provide guests with peace of mind regarding minor, unintentional mishaps.

Coverage Limit: This waiver covers up to \$1,500 in cumulative accidental damage to the real or personal property of the rental unit (e.g., a broken lamp, a spilled drink on a rug, or a shattered plate).

Reporting Requirement: For the waiver to apply, all damages must be reported to Management immediately (and no later than the time of checkout). Failure to report damage prior to departure voids the waiver.

2. Exclusions (What is NOT Covered)

The \$49 Damage Waiver does not apply to, and the Guest remains financially responsible for, the following: Intentional Acts: Damage caused by willful misconduct, vandalism, or "party" behavior.

Policy Violations: Any damage that occurs while the Guest is in violation of the Rental Agreement (e.g., unauthorized pets, smoking indoors, or exceeding the maximum occupancy).

Theft: Missing items or theft of property from the premises.

Gross Negligence: Damage resulting from reckless behavior or failure to secure the property (e.g., leaving window open during a rainstorm or leaving the front door unlocked).

Unreported Damage: Any damage discovered by the cleaning crew after checkout that was not disclosed by the Guest.

3. Liability Beyond Coverage

Excess Damage: If accidental damage exceeds the \$1,500 coverage limit, the Guest is responsible for the remaining balance.

Payment: Guest authorizes Management to charge the credit card on file for any damages exceeding the waiver limit or for costs associated with the exclusions listed above.

Documentation: Management will provide the Guest with an itemized statement of repair or replacement costs and photographic evidence of the damage.

Upon Arrival

If there are concerns or issues with your Penthouse, please immediately contact our office (leave a message if there is no answer). No refunds or considerations are given unless we are notified of problems during your stay.

Emergencies / Maintenance

In the event of difficulty accessing the Penthouse or if there are problems with the condition or functionality of the Penthouse, please immediately contact the Village Suites Bay Harbor office (leave a voice message if there is no answer) at (231)439-2400. If it is after office hours, we will make every effort to return your call as soon as possible.

If it is afterhours and you are locked out, please call Bay Harbor Security at (231)439-7911.

Arrival Time

Check-in is at 5:00 PM. An early arrival must be arranged pending other reservations and housekeeping schedules. Please contact us prior to arrival to make these arrangements. If you happen to arrive before Check-in time, our team will gladly direct you to either Sunset Beach, the Swim & Fitness Center, or various places in the Village until your Penthouse is ready for arrival.

Departure Time

Check-out is at 11:00 AM. Your prompt departure is appreciated so we can prepare the Penthouse for incoming guests. A late departure may be arranged pending availability and housekeeping schedules.

If you have not arranged a late check-out, you may be charged a fee for each hour beyond 11:00 AM that the Penthouse remains occupied (minimum one hour). If the Penthouse has not been vacated by 4:00 PM, a fee equal to one full day's rental rate may be assessed.

Cancellations

Village Suites Cancellation Policy

All Penthouse reservations require a 50% deposit at time of booking. Should you need to cancel your reservation, you have up until 30 days before your arrival to cancel with a \$100 cancellation fee but you would receive the rest of your deposit back. If you cancel 29 or less days before your arrival, you will forfeit the full reservation deposit.

Early Departure

Guest is responsible for all nights stated in this agreement. Any early departures are responsible for the full amount of the reservation.

Power / Weather Related Cancellations

Village Suites Bay Harbor does not issue refunds due to acts of nature such as weather conditions, road conditions, snow conditions, power outages, or forest fires.

Force Majeure

Village Suites Bay Harbor shall not be liable for any failure or delay in performance due to circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, severe weather, fire, flood, governmental actions, public health emergencies, labor disputes, or utility interruptions.

If such circumstances prevent occupancy of the condominium, Village Suites Bay Harbor reserves the right to reschedule the reservation or issue a refund at its sole discretion. No additional compensation shall be provided.

Number of Guests

Guest(s) agree that no more than the number of people stated on the reservation shall occupy the Penthouse.

Unauthorized persons at any time may result in additional charges per unauthorized guest, in addition to any damage, disturbance, and cleaning charges.

The rental is not intended for parties or gatherings at any time of anyone except those who have paid to occupy the property. Exceptions are made on an individual basis with prior approval. If there is excessive noise, illegal activity, or evidence of violation of these policies, you may be asked to vacate the premises without refund and additional charges may be assessed.

No exceptions or refunds are given for changes in the number of guests after arrival.

Linens & Towels

Towels, sheets, pillows, and blankets are provided and are not intended for outside use.

Daily Service

Daily service is only upon request and based on housekeeping availability. Daily service hours are between 9:00 AM and 3:00 PM and must be called into the front desk 24 hours in advance.

Smoking

Smoking is not permitted in any Village Suites Bay Harbor Penthouses. If there is evidence of smoking or tobacco odor after departure, a fee of one night will be assessed.

Oil lamps, candles and incense are not permitted due to lingering odor. Violation of this policy will result in excessive cleaning charges.

Plumbing

Do not flush feminine products or foreign materials. Plungers are provided if a clog occurs. Please do not pour grease down the drain.

Pets

Pets are not permitted in any Village Suites Penthouse. A \$250.00 fee will be assessed for pets that are in non-pet friendly Penthouses and you will be asked to move to a unit that is designated. If one is not available, you will need to take your pet to the nearest boarding facility.

If these options are not available, Village Suites Bay Harbor reserves the right to terminate your stay.

Right of Entry

Guest(s) agree that Village Suites Bay Harbor reserves the right to enter the Penthouse at any reasonable time to investigate disturbances, verify occupancy, inspect for damage, or make necessary repairs, alterations, or improvements.

Security & Safety Risks

Always lock doors and windows when you leave the Penthouse. When you rent the Penthouse, you assume responsibility for it and its contents, as well as your personal property.

Village Suites Bay Harbor does not assume responsibility for injuries resulting from failure to exercise due caution.

Children must be supervised at all times.

Candles are not allowed due to fire hazard.

Grills are not permitted on balconies, in outdoor hallways or in parking lots. Charcoal grills may be used at Sunset Beach.

Indemnification & Hold Harmless

While Village Suites Bay Harbor and its property owners strive to maintain all Penthouses in excellent condition, no guarantees are expressed or implied regarding suitability for any particular purpose.

All Guest(s) and their invitees use the Penthouse and premises at their own risk. Village Suites Bay Harbor and its property owners shall not be held liable for injury, loss, or damage caused by intentional or unintentional acts of Guest(s) or invitees, malfunction of structures or equipment, acts of nature, or naturally occurring conditions.

By written or electronic endorsement of this agreement, Guest(s) agree to indemnify and hold harmless Village Suites Bay Harbor and its property owners from any and all claims, demands, losses, liabilities, and costs arising from use of the Penthouse.