

Gibson Beach Rentals, Inc. – Tops’l Resort Rental Policies

Please treat the property as you would your own home.

Payment

Advance Deposit: 1/3 of Total Booking Charges with a \$450.00 minimum. Advance Deposit was charged to the credit card provided during booking.

Final Payment: due 45 days prior to your arrival date. GBR reserves the right to charge the credit card on file for the balance due. If you are booking your reservation within 45 days of the arrival date, then full payment is due at the time of booking.

- Make checks payable to “Gibson Beach Rentals”. Write booking number in “memo”.
- A \$30 Service Charge will be accessed on all returned checks.
- Check must be received within 7 business days of Date Booked or within 3 days of arrival, whichever is soonest, to be considered a confirmed reservation.

Falsified Reservations

Any reservation obtained under false pretense will be subject to forfeiture of advance payment and/or rental money, and the party will not be permitted to check in.

Cancellation

Daily/Weekly Reservations cancelled a minimum of 45 days prior to the scheduled arrival date will result in a full refund of your prepayments less a \$200.00 cancellation fee plus tax. Reservations cancelled between 45-30 days prior to your scheduled arrival will result in a refund of half of the "Rent Charges Total" plus tax and full "Housekeeping Charge" plus tax. Cancelling your reservation for any reason within 30 days of your scheduled arrival will result in complete forfeiture of Total Booking Charges.

Monthly (snowbird) Reservations cancelled a minimum of 60 days prior to the scheduled arrival date will result in a full refund of your prepayments less a \$200.00 cancellation fee plus tax if pricing has been confirmed and a contract has been signed. Cancelling your reservation for any reason within 60 days of your scheduled arrival will result in complete forfeiture of Total Booking Charges.

Vacation Rental Insurance

(Signature indicates Renter was provided option to purchase travel insurance and either accepted/declined. If no amount is listed as a line item charge under the Booking Charges chart, insurance was not added at the time of booking. If the guest wishes to purchase the travel insurance, they have no more than 24 hours after the initial booking time stamp to add the plan by emailing info@gibsonbeachrentals.com.)

CSA Vacation Rental Insurance is available through Gibson Beach Rentals, Inc. only. Please take the time to consider this opportunity to protect your valuable investment. Premiums are calculated at 6.5% of the Total Booking Charges. A full explanation of coverage is available on the Gibson Beach Rental website: <https://www.gibsonbeachrentals.com/policies/>. The full Vacation Rental Insurance amount must be paid in full by 45 days before the Arrival Date or when the last/full payment is processed, whichever occurs sooner. All claims must be filed directly with CSA Travel Protection after cancelling the reservation directly with Gibson Beach Rentals at info@gibsonbeachrentals.com.

Accidental Rental Damage Protection Plan

Gibson Beach Rentals' Accidental Rental Damage Protection Plan covers RENTER for unintentional damages incurred to interior of Booking property beginning Arrival Date at 4pm CST and ending Departure Date at 10am CST. Damages must be disclosed and proper documentation made prior to Departure Date at 10am CST.

This plan is a required plan for all Renter reservations in order to protect the Renter and Property during the dates of stay. This non-refundable plan is included in the Booking Total for the reservation and is not at an additional cost. On Departure Date, a GBR trained staff member will inspect the property for damages and lost/missing items. If damages are made that exceed the allotted amount of \$750.00, items are reported lost/missing, or intentional damages made to the real or personal property are found upon inspection, Gibson Beach Rentals reserves the right to charge the credit card on file in the full amount for replacement of/cost to fix. Terms and conditions may apply.

Check-In

Check-in time is after 4PM CST. At that time the door code will activate for keyless entry properties. We strive to have all properties available by 4pm CST year round and uphold a high standard for cleans. As a result, not all properties will be available for check-in promptly at 4pm. In the event your property is not available at 4pm, please consider having alternate plans between 4:00pm and 6:00pm CST. If you are checking in early, an additional fee may be applicable and access must be granted by office staff. Without authorized approval from GBR staff, Guest assumes responsibility for any and all damaged/missing items upon your departure inspection and will incur an automatic fee charged to their card on file.

- Check-in using keyless entry: Type door code (provided in app under "Access My Rental") in the electronic keypad. This code will be operational from 4 PM the day of your arrival until 10AM the day of your departure. If your dates of occupancy change, please make sure you have a new code for the full length of your stay.
- Check-in using manual keys: (Lock Box)
 1. Press door code (provided in app under "Access My Rental") on the lock box to access the keys.
 2. 2 removable door keys and 1 permanent door key are located in the lock box
 3. Please DO NOT REMOVE the PERMANENT KEY attached in the lock box. A fee equal to the cost of replacement will be charged against the credit card on file. Emergency lock-out calls may be charged to credit card on file.
 4. Always keep the cover on the lock box when not in use. Lost keys are subject to \$15 fee.
 5. Return all keys to lock box upon departure. DO NOT LEAVE INSIDE THE PROPERTY!

All required door, gate, and facility codes can be found in the Gibson Beach Rentals app. It is the responsibility of the Renter to contact Gibson Beach Rentals prior to check-in to make alternative arrangements to receive this information if they are unable to use and/or access the app. Gibson Beach Rentals will not be held responsible and will not process refunds or compensation for Renters who are unable to access the door, gate, or building facilities associated with the reservation if the above steps have not been executed.

Check-Out

No physical check-out is required; please complete the following. Departure time is no later than 10AM CST. We apologize for any inconveniences, but we cannot allow for late check-outs.

1. Put ALL KEYS back in door lock box (if applicable).
2. Remove food items from refrigerator.
3. Put ALL GARBAGE/trash down the Garage Shoot.
4. Place all dirty glasses, dishes, utensils, pots, etc. into dishwasher and start.
5. Leave all soiled or wet linens in the bath tub.

Occupancy

Unit (Property.Name) is a (Property.Bedrooms) bedroom, (Property.Bathrooms) bathroom property that sleeps (Property.Sleeps) persons. Additional persons must be approved by Gibson Beach Rentals Inc. and additional charges may apply.

Age Requirements

Individuals aged 25 or less are prohibited unless accompanied/entire occupancy by parent/guardian. Any falsified reservations not in compliance with this rental agreement will result in immediate cancellation and forfeiture of all funds affiliated with reservation. There is NO underage drinking, partying, nor excessive noise allowed in or around the unit/property. If such activities are reported, this will result in immediate removal from premises and forfeiture of all Rental monies.

Supplies

The unit is prepared for arrival with the following initial setup items. Daily maid service is available upon request for an additional fee.

- Bedroom*: 1 mattress pad, 1 fitted sheet, 1 flat sheet, 1 blanket, 2 pillows with protector and case *per bed/sofa sleeper*
- Bathroom*: 4 bath towels, 2 hand towels, 4 wash cloths *per bath*
- Kitchen*: 2 towels *per kitchen*
- 1 trash liner *per can*
- 2 soft bathroom paper rolls *per bath*
- 1 Bounty paper towel roll *per kitchen*
- 2 4-cup Folgers pre-filtered coffee packs *per kitchen*
- 1 dishwasher and laundry detergent pod/packet each *per unit*
- 1 travel size soap, lotion, shampoo, and conditioner *per bath*

GBR properties are stocked with the industry standard linen and terry setup; additional linen and/or terry items cannot be guaranteed; requests for additional linen and/or terry will incur an extra laundry free upon departure, billable to the card on file. Towels are not permitted to be taken from the unit. Replacement costs for towels/linens lost, damaged, and/or in need of replacement will be charged against credit card on file. Beach Towels are NOT provided; please bring your own. Our properties are also stocked with the essential amenity setups; we have compared services of local companies and provide more, better quality amenities for our Guests at no additional charge. Due to high occupancy we do not keep these products on hand. If additional amenities (paper products, shampoo/conditioner, detergents, etc.) are requested, these can be delivered to your property for an additional cost. We highly recommend referencing the list above for a list of basic setup items and planning to bring/pick up any additional items you think you will need during your stay to incur unexpected additional expenses.

- Landline based phones are not guaranteed in unit when rented. The law does not demand or require unit owners to provide land based phones to occupants of their rental/lease property. This practice has been implemented due to the mass usage of personal cell phones. GBR suggests that our guests be prepared with portable cell coverage.
- Two lightweight beach chairs and one umbrella are provided by GBR and can be located in the unit's storage closet. There is a \$25 fee for each chair/umbrella missing from the unit upon departure inspection*.

- Wristbands/Passes
 - If you are staying at West Winds, Beachside II, Beachside I or Luau you may check out wristbands from our office for the pool and beach access points in Beachside II if they are not in the unit upon arrival. A \$5.00 replacement fee will be processed against the card on file in the event bands are missing upon the departure inspection. Replacement costs are at the sole discretion of Gibson Beach Rentals.
 - Most Sandestin properties include shuttle service to Baytowne Wharf. You may check out tram passes from our office in Beachside II if they are not in the unit upon arrival (should be hanging on hook upon entry by primary lightswitch). A \$5.00 replacement fee will be processed against the card on file in the event passes are missing upon the departure inspection. Replacement costs are at the sole discretion of Gibson Beach Rentals.

Parking Passes

Parking passes will be issued to you at the Security Gate upon initial arrival. The parking pass should be displayed on your vehicle's dashboard. One pass will be issued for the duration of your stay with the name of the individual who booked the reservation. If additional passes are requested, the individual who booked the reservation will need to alert the corresponding guard gate. The following vehicles are not permitted on either resort: RVs, trailers of any kind, or motorcycles.

Exceptions

Exceptions must in writing, noted on the reservation, signed and approved by Gibson Beach Rentals Management. Property owners from time to time will choose to remove their unit from the rental program or sell the unit with a limited remaining availability. Gibson Beach Rentals Inc. will do their best to fulfill the scheduled reservations request, but it is not guaranteed. At such a given time we reserve the right to change the reservation to a comparable property. This change will be corresponded with the guest via email and telephone. The guest is assured that they will be moved to a comparable property at our discretion, depending on property availability. No two properties are the exact same and inventory and furnishings are subject to change without notice.

Hold Harmless

Gibson Beach Rentals Inc. and its owners assume **NO** liability for loss, damage or injury to persons or individuals' personal property. Neither Gibson Beach Rentals Inc. nor its owners are liable for any inconveniences, damage, loss or injury arising from any temporary defects or stoppage in supply of water, gas, cable service, electricity, plumbing, as well as due to weather conditions, natural disasters, acts of God, or other unknown reasons beyond their control.

- Printed, web-based, and written correspondence information; rates, unit availability, décor/furnishings and amenities beyond this Agreement are not guaranteed and are subject to change.

Maintenance/Damages

The unit is inventoried and inspected prior to arrival and upon departure by housekeeping and management. The goal is to ensure everything is in satisfactory condition and performing properly. In the event of damage or maintenance issues, report the occurrence **immediately (within 24 hours of check-in)** to avoid additional cost and further potential damage. Late reports to GBR will be noted however will not serve as a proper and timely notice to our office. GBR is released from all responsibility for housekeeping and maintenance issues if not reported within 24 hours of your arrival. Please respect this property the same as you would your own home. We intend to maintain high standards and create the perfect home-away-from-home for everyone.

- **THERMOSTAT SETTINGS:** Please allow 3-4 hours after check-in for your HVAC system to catch up to the desired temperature before submitting a service order. Please do not turn the thermostat below 67 degrees during high temperature months nor have the a/c running with doors and/or windows left open as these will cause the system to freeze. If you believe your HVAC has possibly frozen, turn the system off. Switch the fan to ON and allow the system to reset which can take up to 12 hours.
- **REFRIGERATOR SETTINGS:** If your refrigerator seems to not be cooling upon check-in, please set to factory default (5/midway point) and wait 24 hours from check-in before submitting a service order.
- Appliances, electronics, and HVAC issues should be reported immediately for repair unless otherwise indicated above. No refunds or discounts are issued based on malfunction; repairs will be handled as necessary to ensure proper and suitable living conditions.
- Gibson Beach Rentals reserves the right to enter the unit during reserved time to complete necessary repairs. Gibson Beach Rentals must respect and implement mandated improvements and repairs as enforced by the HOA, Resort, Federal, State, and Local laws. As the agent for the property owner(s), Gibson Beach Rentals is acting at all times, in and for the best interest of the owner.
- Gibson Beach Rentals is held free from responsibility for acts of theft, vandalism, or damage to guests' personal property.

Key & Lock-Out Policy

Most of our properties have converted to the automatic entry door locks. In the event you are staying in one of our properties that has hard keys, 3 keys will be left in the lockbox for your use. Additional keys can be requested from our office if available. Lost keys are subject to a \$15.00 immediate charge for replacement. In the event you get locked out of the unit from the entrance or balcony/patio and it is deemed to be user-error or forgetfulness, a \$25.00 - \$50.00 fee will be charged to the card on file depending on the time and situation.

Resort Amenity Cards

Owner(s) of property reserved must belong to the Resort Amenity Program in order for the guest to purchase the Amenity Card. This is not available for all properties – please contact our office for a list of details prior to booking. Refunds are not provided for any reasons associated with the amenity card.

Internet Services

The Tops'I Resort Associations provide complimentary internet services throughout the entire resort. Please visit your app for login instructions and troubleshooting tips and contacts.

Parking Clearance Restrictions

Parking garage clearance levels can vary by building. It is the responsibility of the guest to make alternative arrangements beforehand if traveling with vehicles and/or luggage carriers that may exceed the below height restrictions. All parking access garages/lots outlined below are included with your reservation at no additional cost. Gibson Beach Rentals is not responsible for additional fees incurred if guest has to make alternative arrangements due to parking restrictions.

- Beach Manor garage has a clearance of 6'5". Beach Manor Association office can assist with arrangements if needed at (850) 269-0416.
- The Summit and The Tides do not have parking garages and have an openair, firstcome, firstserve parking lot.
-

***** The information contained herein is seasonal and is subject to change without notice. *****

Additional Suggestions for an enjoyable visit and departure:

- HOA/COA rules and regulations are in place to keep all owners and guests safe and provide a pleasant experience. All rules must be followed at all times. Any Owner, Gibson Beach Rentals, and building associations reserve the right to exercise eviction authority for reasons deemed appropriate by Management Company or Association. Booking Total will be forfeited in full in the event of an eviction with no refunds available to guest.
- All garbage and debris must be removed from condo and properly disposed upon departure.
- Close and lock all outside doors. Be aware of cross wind drafts which can cause damage to walls behind doors and wall hangs. Broken items are the responsibility of the guest.
- Please leave unit as you found it. Excessive departure cleaning will incur additional charges at the sole discretion of management company. Gibson Beach Rentals reserves the right to charge the card on file with photo documentation provided to guest.
- If you leave any personal items in the unit, they can be returned via UPS at guest's expense.
- Switching of properties is not allowed. Gibson Beach Rentals Inc. units are privately owned properties and subject to reasonable directions of the owners. We reserve the right to change unit assignment. We will do our best to fulfill the reservation with a like property and amenities, but it is not guaranteed.
- **ABSOLUTELY NO PETS ALLOWED.** Violators will be fined \$500.00.
- **ABSOLUTELY NO SMOKING ALLOWED INSIDE CONDO - THIS IS A NON-SMOKING UNIT.** Violators will be fined a minimum of \$750.00 immediately to the card on file upon findings/reportings of any and all use. If smoke or substance smell of any kind is left behind in unit, we will consider your actions a Breach of Agreement and will immediately charge the card on file.
- **NO GRILLING** of any kind is allowed in the unit or on balconies.
- The undersigned guest, his guest, assignors, executors, and administrators, completely and fully legally releases and discharges Gibson Beach Rentals Inc, Owners under contract and their property under management from any and all liabilities, claims, loss or damage of any nature which has been experienced, loss or damages related to any injury or injuries.
- NO refunds will be given for temporary outages of electricity, gas, water, cable, telephones, or other utilities. Outages should be reported immediately.

Agreements and Conditions

Cardholder Agreement: Lessee, (Guest.FullName), agrees to pay Gibson Beach Rentals, Inc. Total Booking Charges due in accordance to occupy (Property.Name) from (Reservation.Arrival) to (Reservation.Departure). All terms and conditions within this rental agreement will be acknowledged and adhered to by all party members during residence. I have read, understand, and agree to the above terms and policies. I agree to pay the Total Booking Charges of (Reservation.Total) according to my credit card agreement.

I **AGREE** to all terms and conditions within the Rental Agreement and Polices.

I **AGREE** Gibson Beach Rentals Inc. has the authorization to charge the credit card that was used to process this reservation for any damage done to the Property, its contents or any items missing realized/discovered after check-out and/or departure date.

I **AGREE** Gibson Beach Rentals Inc and its Owners/Managed properties are free and harmless of any claim or suit arising from the Lease/Contract Agreement. This Agreement shall be governed by and enforced in accordance with the laws of the State of Florida.

TOPS'L Master Association Resort Rules/Policies

These rules/policies have been established to maintain a safe and pleasurable environment for all owners and rental guests.

All rental guests agree to abide by the established TOPS'L Master Association Resort Rules and Policies and the TOPS'L Master Association Beach Policy and to comply with any requests made by the TOPS'L Security Staff or the Beach Service.

General:

- The speed limit on TOPS'L Resort is 15 MPH. Please slow down and observe all pedestrian crosswalks and stop signs.
- Please DO NOT walk over the sand dunes on our beach. Dune vegetation (plants) like Sea Oats that grow in the sand dunes, are very important. The roots and blades of these plants help hold sand in place and reduce the amount of dune erosion, but are easily damaged by foot traffic that disturbs the sand near their roots. The frontal dunes provide significant protection for the Resort during hurricanes. Fl. Statute 161.242 imposes a \$1000 fine and/or up to one year in jail for anyone that destroys or cuts Sea Oats. Please remain at least 100 feet away from all sand dunes.
- Rental Unit occupancy limits are: 1 BR units - maximum of 4 occupants, 2 BR units - maximum of 6 occupants, 3 BR units - maximum of 8 occupants, 5 BR units - maximum of 12 occupants. Exceeding the maximum occupancy is grounds for immediate eviction with no refund of rent or deposit.
- Maximum number of vehicles per rental guest are: 1 BR units - 1 vehicle, 2 BR units - 2 vehicles, 3 BR units 3 vehicles, 5 BR units - 4 vehicles (without prior approval from the Master Association). These vehicle limits do not apply to owners.
- Guests/Renters are not allowed to bring pets onto the resort. Only owners are authorized to have a pet on the Resort and the pet must be registered with the individual Association and display an owner tag at all times. Bringing an unauthorized pet onto the Resort is grounds for immediate eviction with no refund of rent or deposit.

- Parking is only authorized at the Building/ Association indicated on the parking pass provided by TOPS'L Security. Parking passes must be prominently displayed in the vehicle at all times while on the Resort with the property location, unit number, and checkout date clearly visible.

- To register as a rental guest, you must be over the age of 25. No rental guest under the age of 25 will be allowed to check in unless accompanied by an adult 25 years or older. Any unit occupied by rental guests must have an adult, 25 years or older, remain an occupant of the unit throughout your stay.

- The following items are prohibited for use on the Resort: Skateboards, long boards, rollerblades, motorized scooters, mopeds, or hover boards are not permitted on the Resort. Fireworks, drones, Chinese lanterns, laser pointers, or Q-Beam lights are not permitted on the Resort. Trailers or U-Hauls are not allowed on property, without prior approval from the Master Association. Glass containers are not allowed on the beach or on any pool deck The South Walton County Sheriff's Department issues citations for glass containers on the beach.

- All Vendors must sign in at the individual Association offices where they are performing work.

Grounds for eviction of rental guests: TOPS'L Master Association reserves all rights to evict guests as set forth in Florida Statue 509.141 (1) for violations of the Resort rules. TOPS'L Master Association shall, either orally or in writing, notify the guest that they are required to immediately depart the premises as provided in Florida Statue 509.141(2). The Walton County Sheriff's Office enforces TOPS'L Resort's rights as provided by Florida Statue 509.141.

The undersigned guest hereby releases and waives all rights to a refund of any unused portion of advance payment as provided in Florida Statue 509.141 (2).

The following policies are grounds for immediate eviction with no refund of rent or deposit and may result in arrest, if the act is in violation of Florida statutes. This list is provided in addition to all grounds for immediate eviction as specified in Florida Statue 509.141.

- Violating the maximum unit occupancy limits will be grounds for immediate eviction with no refund of rent or deposit. Renters/Guests are not permitted to bring any pets on premises. Any renter/guest doing so will be evicted with no refund of rent or deposit and will be additionally charged for carpet and furniture cleaning and flea treatment.

- Throwing anything from a balcony or walkway is a felony offense in the state of Florida and is also grounds for immediate eviction with no refund of rent or deposit.

- Any destruction of TOPS'L Resort or Association property will result in immediate eviction with no refund of rent or deposit.

- Quiet hours are from 10:00 P.M. to 8:00 A.M. Anyone with repeat violations of this policy will be subject to eviction with no refund of rent or deposit.

- Loud or disruptive parties in units or on balconies are prohibited and will result in eviction with no refund of rent or deposit.
- Fireworks, open fires, Chinese Lanterns, water balloons, laser pointers, Q-beam lights, drones, or anything else that may be disruptive or cause injuries to guests are not allowed on TOPS'L Resort property and will result in eviction with no refund of rent or deposit
- Any attempt to gain access to the roof of any building will result in eviction with no refund of rent or deposit.
- Any intentional act to disable an elevator in one of the high-rise condominiums will result in immediate eviction with no refund of rent or deposit.
- Fighting will result in immediate eviction with no refund of rent or deposit.
- Underage (under 21) possession and/or consumption of alcoholic beverages or illegal drugs on the premises will be grounds for immediate arrest by the Walton County Sheriff's Department and is also grounds for immediate eviction with no refund of rent or deposit.
- Possession or use of illegal drugs by anyone on the premises will be grounds for immediate arrest by the Walton County Sheriff's Department and is also grounds for immediate eviction with no refund of rent or deposit.

Neither TOPS'L Master Association, any homeowner association, management, nor individual owners are responsible for accidents or injury to the guest, vehicle damage, or for loss of money, jewelry, valuables, or property of any kind. I, the undersigned, guest of TOPS'L Resort, agree to abide by the resort rules/ policies and the Beach Policy. I authorize TOPS'L Security or building maintenance to enter my unit as needed for maintenance issues or security inspections. I agree to be responsible for the unit and its contents with the exception of normal wear and tear. I understand that my credit card may be charged for damages and agree to be responsible for payment of all damages, attorney fees, or collection fees. I also agree to be responsible for the actions of my guests. Understand that any infraction of the rules by my guests or myself will result in my party being asked to leave the property, forfeiting advanced rental monies and deposits. Upon signing this document, I waive and release all rights to refund of rent or deposit in case of eviction.

TOPS'L Beach Policy

The beach area located at the TOPS'L Beach and Racquet Club is owned and governed by the TOPS'L Master Association, Inc. ("TMA"). The utilization and safety of this area is under the control of the TMA through the Association's duly elected Board of Directors. The Board has established the policy below for owners and rental guests during their utilization of the beach.

The 2018 beach policy is as follows:

- Beach access is only allowed via the main boardwalk located between the Tides and Beach Manor Condominiums.
- No chairs, umbrellas, canopies, or tents may be set up on the beach until the Sea Turtle Conservatory gives the "all clear" each morning. TOPS'L Security or the beach service receives the "all clear" notification at approximately 6:30 each morning.
- The placement of private umbrellas on the seaward side of the rental umbrella line is prohibited.
- There is a designated area on the east side of the beach, adjacent to 4 Mile Village, for TOPS'L owner's and guest's personal beach chairs and umbrellas. ONLY beach chairs and umbrellas are permitted in this area.
- Canopy/tent setup is restricted to a single line. Canopies/tents are limited to a maximum of 10' x 10'. The setback distance of the line will be established, on a daily basis, by TOPS'L Security or the Beach Service. No canopies/tents are permitted forward of this line.
- No tents, canopies, umbrellas, or chairs are to be erected within 10 feet of the frontal dune line to protect the dunes and allow access by emergency or county vehicles.
- No tents, canopies, umbrellas, or chairs are allowed to remain on the beach after sundown. The only exceptions to this policy are tents or structures erected by the TOPS'L Beach and Racquet Club or any authorized affiliate for the purpose of an approved event.
- Anyone leaving objects on the beach after sunset is subject to a fine by the Walton County Sheriff's Department and such objects will be removed. Prohibited actions or items:
 - Do not walk on or over the sand dunes. Do not destroy or cut sea oats or vegetation within the dune structure.
 - No loud, obnoxious, or vulgar music is allowed on the beach of TOPS'L Beach Resort.
 - No loud, obnoxious, or vulgar language is allowed on the beach of TOPS'L Beach Resort
 - No glass containers or open fires are allowed on the beach of TOPS'L Beach