RENTAL AGREEMENT TERMS & CONDITIONS

This Short-Term Rental Agreement ("Agreement") is entered into by and between Forever Remembered Vacations LLC ("Owner") and the booking guest ("Primary Guest"). By confirming this reservation, the Primary Guest agrees to the following terms on behalf of all occupants, invitees, visitors, and pets associated with the reservation.

1. OCCUPANCY & ELIGIBILITY

• Maximum occupancy is limited to eight (8) persons.
• At least one (1) registered guest age twenty-five (25) or older must remain financially and legally responsible for the reservation and must occupy the property overnight throughout the duration of the stay.
• Only guests listed on the reservation are permitted to occupy the property.

2. THIRD-PARTY BOOKINGS, IDENTITY VERIFICATION & GUEST RESPONSIBILITY

If the reservation is made on behalf of others (including travel agents or coordinators), the Primary Guest agrees to:
• Provide full legal names of all occupants
• Provide valid government-issued identification
• Accept full responsibility for all guests and compliance with this Agreement

Prior to receiving check-in instructions or access details, the Primary Guest must successfully complete Truvi identity verification and any required screening procedures. Failure to complete verification within the required timeframe may result in cancellation or denial of access without refund, subject to booking platform policies.

Owner reserves the right to request additional verification or documentation prior to check-in.

3. PRE-ARRIVAL REQUIREMENTS

Prior to issuance of access instructions, the Primary Guest must provide:
• Full guest list
• Valid identification
• Vehicle information for all vehicles, including:
  o Make & model
  o License plate number

This requirement is mandated by HOA regulations and community safety policies.

4. PARKING & VEHICLE RESTRICTIONS

• A maximum of two (2) vehicles permitted per reservation
• Only assigned parking spaces may be used

• Guest/overflow parking is strictly prohibited
• Golf carts are only permitted if parked within one of the two assigned spaces
• Unauthorized vehicles are subject to towing at guest expense
• Owner is not responsible for towing charges, vehicle damage, or loss associated with unauthorized parking

5. HOA & COMMUNITY COMPLIANCE

All guests must comply with Durango Winds HOA and HIIA Covenants, Restrictions, and Rules, including but not limited to:

Quiet Hours
• Begin at 10:00 PM
• Excessive noise is strictly prohibited

Common Areas
• No loitering or gatherings permitted

Walkways & Hallways
• Must remain clear of trash and personal items

Failure to comply may result in fines, removal from the property, and/or termination of the reservation.

6. USE OF PROPERTY

• Property is for residential use only
• No parties, events, or unauthorized gatherings permitted
• No smoking or open flame of any kind inside the property

Smoking Policy & Violations
Smoking, vaping, or use of any substance producing smoke or odor is strictly prohibited inside the property. Evidence of smoking inside the property will result in:
• A minimum $250–$500 smoking violation fee
• Additional charges for odor removal, ozone (O_3) treatment, deep cleaning, or remediation necessary to restore the property
• Responsibility for any delayed cleaning, cancellation costs, or loss of rental income resulting from smoking violations

Property Use Restrictions
• Kayak is for owner use only and may not be tampered with

7. CHECK-IN / CHECK-OUT

• Check-in: 4:00 PM
• Check-out: 10:00 AM unless otherwise approved

• Late checkout without prior authorization may result in a $50 per hour fee or additional nightly charges if it impacts incoming guests

8. CHECK-OUT PROCEDURES & ADDITIONAL FEES

• Dispose of all trash in designated exterior dumpster at exit of complex
• Do not leave food or perishable items inside the property
• All dishes must be cleaned or loaded into the dishwasher prior to checkout
• Dishes left in the sink may result in additional cleaning fees
• $25 fee for minor trash removal or dishes left
• $50 fee for excessive dishes or trash (multiple bags) left behind
• Additional charges may apply if cleaning is delayed or extra services are required
• Guests agree to leave the property in a reasonable condition for standard cleaning

9. PET POLICY

• Pets must be approved and registered prior to arrival
• A non-refundable pet fee of $100 per approved pet is required prior to arrival
• Undisclosed pets will result in a $250 fine per pet plus applicable pet fees
• Pets must be under control at all times (leash or similar)
• Guests must clean up all pet waste immediately
• No aggressive or disruptive pets permitted

Full terms are outlined in the Pet Addendum below.

10. MAINTENANCE & ACCESS

Owner and/or authorized vendors reserve the right to enter the property for necessary maintenance, repairs, inspections, emergencies, or to protect the safety and security of the property and community.

11. DAMAGES, LOSS, ACCIDENTAL DAMAGE COVERAGE & UNAUTHORIZED REMOVAL OF PROPERTY

All furnishings, linens, towels, décor, beach supplies, household items, and amenities are property of the Owner. Removal, destruction, misuse, or theft of property is strictly prohibited.

The Primary Guest agrees to be financially responsible for any damages, excessive cleaning, violations, missing items, HOA fines, unauthorized charges, or additional costs incurred during the stay by any guest, occupant, visitor, or pet associated with the reservation.

The property may be protected by third-party accidental damage coverage administered through Truvi or a similar provider. Such coverage is intended for accidental and unintentional damage only and does not limit the guest’s financial responsibility under this Agreement.

The Primary Guest agrees to remain fully responsible for:

• Any damage not covered by the protection provider
• Intentional damage, negligence, misuse, theft, or rule violations
• Missing items or unauthorized removal of property
• Excessive cleaning costs
• HOA fines, towing fees, smoking remediation, or other penalties incurred during the stay
• Any deductible, excluded amount, uncovered loss, or claim denied by the protection provider

Owner reserves the right to charge the Primary Guest for any uncovered amounts, replacement costs, losses exceeding coverage limits, attorney's fees, and collection costs where permitted by law.

If items are missing or damaged after checkout:
• $50 per missing/damaged item or replacement cost, whichever is greater

12. HOA VIOLATIONS & FINES

Any fines imposed by the HOA due to guest actions (including but not limited to parking violations, noise complaints, or rule violations) will be charged to the Primary Guest.

13. RIGHT TO ENFORCE TERMS

Owner reserves the right to:
• Deny access if required information is not provided
• Terminate the stay for violation of these terms and conditions
• Remove guests without refund in cases of serious violation
• No refunds will be issued for early termination due to violation of this Agreement

14. LIABILITY

• Guests assume full responsibility for their safety and belongings
• Owner is not liable for accidents, injuries, illness, death, or lost/stolen items

15. PAYMENT DISPUTES & CHARGEBACKS

The Primary Guest agrees not to initiate fraudulent or unjustified chargebacks or payment disputes for services properly rendered under this Agreement. Any improper chargeback may result in additional collection efforts and recovery of associated fees and costs to the fullest extent permitted by law.

AGREEMENT ACKNOWLEDGMENT

By completing this booking, the Primary Guest acknowledges that they have read, understood, and agreed to all terms outlined in this Agreement and accepts full responsibility for all occupants, invitees, visitors, and pets associated with the reservation.

PET ADDENDUM (IF APPLICABLE)

By bringing a pet, the guest agrees to the following:

Registration
• All pets must be disclosed prior to arrival
• A non-refundable pet fee of $100 per pet is required prior to check-in
• Undisclosed pets will result in applicable pet fees plus a $250 fine per undisclosed pet

Supervision
• Pets must be under control at all times
• Pets must remain on a leash outside the property

Behavior
• No aggressive, dangerous, or disruptive pets allowed
• Guest is fully responsible for pet behavior and any damage caused by pets

Cleanliness
• Immediate cleanup of all pet waste or messes is required
• Additional cleaning fees and/or damage fees may apply if these terms are not followed

AGREEMENT ACKNOWLEDGMENT
By completing this booking, the Primary Guest acknowledges that they have read, understood, and agreed to all terms outlined in this Agreement and accepts full responsibility for all pets, occupants, invitees, and visitors associated with the reservation.