

Avocet LLP

The Legends  
8272 Langshire Way  
Fort Myers, FL 33912  
Phone 239-225-0144

1. CHECK-IN TIME IS AFTER 3 p.m. EST AND CHECK-OUT IS 10 a.m. EST. NO Early Check-ins. This agreement does not create a tenancy or residence. You must depart at the appropriate time.
2. This is a NON-SMOKING unit.
3. Pets are not permitted in rental units under any conditions.
4. We will not rent to vacationing students or singles under 25 years of age unless accompanied by an adult guardian or parent.
5. DAMAGE/RESERVATION DEPOSIT - A damage/reservation deposit of \$200 is required. This must be received within seven (7) days of booking the reservation. The deposit automatically converts to a security/damage deposit upon arrival. The deposit is NOT applied toward rent; however, it is fully refundable within (14) days of departure, provided the following provisions are met.
  - a. No damage is done to unit or its contents, beyond normal wear and tear.
  - b. No charges are incurred due to contraband, pets or collection of rents or services rendered during the stay.
  - c. All perishable food, debris, rubbish, and discards are disposed of off-site and soiled dishes are placed in the dishwasher and the dishwasher is run.
  - d. Thermostat is set to 78° and the Humidastat is set to 65%
  - e. Patio chairs are placed in garage and any loose items from outside home and lanai are removed.
  - f. All doors are locked, all blinds are closed and all lights and appliances are off.
  - g. Circuit breaker for hot water heater is turned off.
  - h. All keys and keycards are sent back to:

Core Creative  
c/o Avocet  
126 N. Jefferson St.  
Suite 250  
Milwaukee, WI 53202
  - i. Garage door openers are to left on the kitchen counter in the unit. Do not leave them in your vehicle upon departure.
  - j. All charges accrued during the stay are paid prior to departure.
  - k. No linens are lost or damaged.
  - l. No early check-in or late checkout.

- m. The renter is not evicted by the owner (or representative of the owner), the local law enforcement, or the security company employed by The Legends.
6. **PAYMENT** - An advance payment equal to 50% of the rental rate is required sixty (60) days before arrival. The advance payment will be applied toward the rent. Please make payments in the form of traveler's checks, bank money orders, cashier's checks or personal checks payable to Your Name. The advance payment is not a damage deposit. The **BALANCE OF RENT** is due fourteen (14) days before your arrival date.
7. **CANCELLATIONS** - A sixty (60) day notice is required for cancellation. Cancellations that are made more than sixty (60) days prior to the arrival date will incur no penalty. Cancellations or changes that result in shortened stay, that are made within sixty (60) days of the arrival date, forfeit the full advance payment and damage/reservation deposit. Cancellation or early departure does not warranty any refund of rent or deposit.
8. **MONTHLY RESERVATION CANCELLATIONS** - Monthly renters must cancel one hundred twenty (120) days prior to check-in. Monthly renters who make a change that results in a shortened stay must be made at least ninety (90) days prior to check-in.
9. **MAXIMUM OCCUPANCY** - The maximum number of guests per condominium is limited to eight (8) persons. An additional charge of \$10.00 per person per night for guests in addition to eight (8) will be assessed.
10. **MINIMUM STAY** - This property requires a six (6) night minimum stay. Longer minimum stays may be required during holiday periods. If a rental is taken for less than six nights, the guest will be charged the six-night rate.
11. **INCLUSIVE FEES** - Rates include a one-time linen towel set-up. Amenity fees are included in the rental rate.
12. **NO DAILY MAID SERVICE** - While linens and bath towels are included in the unit, daily maid service is not included in the rental rate; however it is available at an additional rate. We suggest you bring beach towels. We do not permit towels or linens to be taken from the units.
13. **RATE CHANGES** - Rates subject to change without notice.
14. **FALSIFIED RESERVATIONS** - Any reservation obtained under false pretense will be subject to forfeiture of advance payment, deposit and/or rental money, and the party will not be permitted to check-in.

15. WRITTEN EXCEPTIONS - Any exceptions to the above mentioned policies must be approved in writing in advance.
16. HURRICANE OR STORM POLICY - No refunds will be given unless:
- The National Weather Service orders mandatory evacuations in a “Tropical Storm/Hurricane Warning” area.
  - A mandatory evacuation order had been given for the “Tropical Storm/Hurricane Warning” area of residence of a vacationing guest.

The day that the National Weather Service orders a mandatory evacuation order in a “Tropical Storm/ Hurricane Warning” area we will refund:

- Any unused portion of rent from a guest currently registered.
- Any unused portion of rent from a guest that is scheduled to arrive, and wants to shorten their stay, to come in after the Hurricane Warning is lifted.
- Any advance rents collected or deposited for a reservation that is scheduled to arrive during the “Hurricane Warning” period.

By signing below, I agree to all terms and conditions of this agreement

Print name\_\_\_\_\_

Signature\_\_\_\_\_Date\_\_\_\_\_