



Serving Guests At Our Beach Location For Over 40 Years  
*Voted "Best Of The Beach" for Vacation Rentals*

**7205 Estero Blvd. Suite 707  
Fort Myers Beach, FL 33931  
239-463-4253  
rentals@knvinc.com**

### **RENTAL AGREEMENT**

Our office hours are 9:00 a.m. - 5:00 p.m Monday through Friday. During the Season (December through April), the office will be opened on Saturdays. **When arriving after hours or on weekends, your keys will be in an envelope in our lockbox which is located on the wall outside our office (7205 Estero Blvd.) between the doors.** Keys are to be returned to the office on departure.

**CHECK-IN TIME 3:00 PM      CHECK-OUT TIME 10:00 AM**

**PLEASE NOTE:** We must have a valid Visa or Master Card on file for you in order for you to check in. Please call our office to make sure we have this information.

**FINAL PAYMENT IS DUE 60 DAYS IN ADVANCE ON ALL RENTALS.** Rentals of 28 days or more are to pay 25% of rental amount 90 days prior to arrival. We accept cash, personal checks, traveler's checks or cashier's checks for payment. Credit cards are only accepted for the initial deposit. Additional payments using a credit card will have a 3.5% convenience fee added.

**DEPOSIT:**

A \$310 deposit is required to hold each reservation, which will be applied to the rent.

**FEES/DAMAGE CHARGES:**

There is a Non-Refundable Cleaning Fee, a Non-Refundable Reservation Fee and a Non-Refundable Peace of Mind Protection Plan Fee (Damage Waiver). The Renter agrees to be responsible for any damage caused by the Renter, the Renter's party or visitors. The Peace of Mind Fee will cover accidental breakage and/or damage, which does not exceed \$40.00 if reported during your stay, but does not cover damage caused by negligence or misuse of property or theft, unauthorized entry into the owner's supply closet, unauthorized pets, damage caused by any pet or animal brought onto the premises whether or not the property is a "pet friendly" property, damage requiring extensive cleaning, damage caused by smoking, or damage caused fines imposed by exceeding maximum occupancy limits or any fines or costs levied against the Renter as a result of violation of any law, ordinance, rule or regulation. Kathy Nesbit Vacations, Inc. requires a valid Visa or Master Card on file for the Renter in addition to the Peace of Mind Fee. After departure of the premises, if damage is found and/or items are found to be missing, Renter assumes full responsibility and costs will be charged to Renter's credit card on file. If Renter's reservation was made online, there will be a Non-Refundable Online Booking Service Charge. In addition, some reservations will require a Refundable Security Deposit, which amount will be retained to cover any damage caused by Renter, Renter's party or visitors. If upon inspection, there is no damage, the Security Deposit will be refunded, usually within 10 days of departure. Please note: taxes are applied to all fees.

**MISCELLANEOUS CHARGES:**

**KEYS:** A minimum charge of \$50.00 will be charged for each front door key lost or not returned to Kathy Nesbit Vacations, Inc. upon departure. The charge for a pool or lobby key lost or not returned is \$75.00 each. **LOCKOUTS:** A \$50.00 fee will be charged to any Renter for lockouts occurring before or after business hours (Business Hours are 9AM-5PM, Monday through Saturday). **LATE CHECKOUTS:** There will be a charge of one extra day for anyone checking out after 10:00 a.m. unless a later check out times has been approved by Kathy Nesbit Vacations, Inc.

**NFS CHECKS:**

For any checks returned to us due to insufficient funds, there will be a charge for the applicable bank fees plus a \$25.00 handling fee. Fees will be charged to your credit card.

**CANCELLATION POLICY:**

An administrative charge of \$100 will be applied against any confirmed reservation that is cancelled. If a written notice of cancellation is received 90 days or more prior to scheduled arrival date, the balance less the \$100.00 will be returned. If cancelled less than 90 days prior to arrival and accommodations are re-rented for the entire rental period, all except the \$100.00 will be refunded. If the accommodations are not re-rented for the specific reservation dates, the entire balance of the reservation amount paid will be forfeited and will result in 100% loss of all monies paid. You may avoid any loss with the purchase of CSA Travel Protection Insurance or other third party protection plans that specifically cover travel loss issues.

**SUBSTITUTIONS:**

Kathy Nesbit Vacations, Inc. reserves the right to substitute comparable accommodations, should your confirmed unit become unavailable due to unforeseen circumstances. However, agent cannot guarantee the rental rate. Renter reserves the right to accept or refuse the substitution accommodations and rental rate within 15 days after notification.

**STUDENT GROUPS, PARTIES, WEDDINGS ARE NOT PERMITTED:**

Students unaccompanied by a parent will not be permitted to register. Any reservations obtained under false pretense will be subject to forfeiture of all amounts prepaid and the party will not be permitted to register or occupy any unit in Kathy Nesbit Vacations, Inc. Property Management Program.

Our owners are happy to share their Florida home with you and trust you will respect it. Maximum occupancy, as shown on our website for each property, and rules of conduct are strictly enforced. Renter may not assign or transfer their reservation.

Each Condominium has rules and these MUST be followed. Remember condominiums are NOT motels. There are managers at some of these properties with whom you are required to register upon arrival. Any complaints please come to our rental office and not the managers. You will be staying in someone else's home. Please treat it with care.

### **GUESTS/MAXIMUM OCCUPANCY:**

Two Renters must be at least 28 years of age and must occupy the property for the entirety of the reservation. Students unaccompanied by parents will not be permitted to register. Any reservations obtained under false pretense will be subject to forfeiture of all amounts prepaid and the party will be permitted to register or occupy any unit in Kathy Nesbit Vacations, Inc. Property Management Program. The Maximum occupancy limit, indicated on this confirmation has been set by the owner and/or condominium association. Any more than this is not allowed. If you exceed this limit at any time, we will try to help you find additional accommodations for those in the party exceeding this limit..

### **FURNISHINGS IN UNIT:**

All of the condominium units and individual homes rented through Kathy Nesbit Vacations, Inc. are individually owned and decorated. Although Kathy Nesbit Vacations, Inc. administers minimum standards required for a unit to participate in our rental program, the style, quality of furnishings, and color schemes of the units vary considerably according to the individual / owner's taste. **FURNITURE SHOULD NEVER BE MOVED DURING YOUR STAY.** There will be a charge to have furniture moved back to its original location and an additional charge for any damage caused by moving furniture.

### **LINEN SERVICE:**

If you are staying in a property with our linen service, such as Estero Beach & Tennis Club, **please do not launder the linens.** To obtain fresh linens you can exchange them at our office for a minimal fee.

### **PARKING RESTRICTIONS / TENNIS COURTS / SWIMMING POOLS:**

The parking areas in the individual sites are for automobiles only. Motor Homes, Travel Trailers, etc., are not permitted. Allocation of court times and rules are administered by the individual sites. The pools are heated and temperature settings are controlled by the individual associations. Kathy Nesbit Vacations, Inc. cannot insure the pool will be heated during your stay. It is possible that when necessary, the condominium association temporarily closes tennis courts, pools or other recreational facilities during your stay.

### **RULES AND REGULATIONS:**

**NO PETS ALLOWED unless prior written authorization by owner is secured in pet allowed unit ONLY.**

**NO SMOKING ALLOWED in any property or on any balcony or lanai. If there is evidence of smoking anywhere on the property, Renter's credit card on file will be charged for additional cleaning required for smoke removal AND a \$250 penalty fee.**

### **ASSOCIATION APPROVAL, RULES AND REGULATIONS:**

Each Condominium has rules and these MUST be followed. Remember condominiums are NOT motels. There are managers at some of these properties with whom you are required to register with. ALL complaints should be directed to our rental office and not the managers. If a Renter or any member of the party violates any of our rules or condominium rules, agent may terminate your rental agreement and enter the premises by force or by statutory proceedings.

### **PROPERTY MANAGEMENT RIGHTS:**

Kathy Nesbit Vacations, Inc. cannot be held responsible for acts of violations and theft or other damages to guest property.

Kathy Nesbit Vacations, Inc. has the right to re-enter premises for the purpose of effecting necessary repairs and/or maintenance.

### **TELEPHONE CALLS:**

Renter must bring their own cell phone. Local telephone service is provided in some units, but not all units. Please make arrangements for long distance calls before arrival. Reverse charges or bring your calling credit card with you. If long distance calls are put on property phone bills, there will be an additional \$10.00 charge per bill.

### **DEPARTURE INSTRUCTIONS: What To Do When You Leave:**

During your stay, you are required to maintain the cleanliness of the unit and keep up with the laundry and dirty dishes. **(If you are staying in a property with our linen service, such as Estero Beach & Tennis Club, please do not launder the linens. To obtain fresh linens you can exchange them at our office for a minimal fee.)** Make sure your trash is taken out. Trash chutes are located in the hallways of each floor for your convenience. Your unit will be inspected upon your departure and you will be charged for any damages, theft and additional cleaning fees if you leave your unit in an unsatisfactory condition.

### **RADON GAS DISCLOSURE:**

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of Radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

### **TURTLE SEASON (MAY 1st - OCTOBER 31st):**

All Gulf front properties must abide by the TURTLE TIME Turtle Season Beachfront rules. SW Florida Beaches are environmentally sensitive areas with a protected population of Sea Turtles who visit each year to lay eggs. To protect the nests and aid future generations of returning Sea Turtles, Lee County has a Sea Turtle Conservation Code, which is strictly enforced. Shut off or shield lights that are visible from the beach. Close drapes or blinds after dark. Do not use flashlights, lanterns or any other non-approved light source on the beach. Fires are not permitted at any time. Do not allow car headlights to shine on beach after 9 PM. Any questions should be directed to Florida Fish and Wildlife at 888-404-FWCC or call Turtle Time at 239-481-5566.

**IF FOR ANY REASON, IT BECOMES NECESSARY TO BRING SUIT AT LAW AGAINST RENTER AND/OR GUEST CONCERNING ANY DEFAULT IN THE TERMS OF THIS CONFIRMATION, THEN THE CONFIRMED RENTER AND/OR GUEST SHALL BE LIABLE FOR ALL THE COSTS OF SUCH SUIT, INCLUDING REASONABLE ATTORNEY'S FEES INCURRED.**

**11.26.20.17**