

# Vacation Rental Agreement for {PNAME}

Effective today, {BCRE}, Landlord is renting to Tenant and Tenant is renting from Landlord an apartment for vacation housing under the terms and conditions of this agreement.

1. **LANDLORD** is Maloney Hospitality Incorporated, LLC doing business as *Jubilee Suites*, whose address is 557 North Mobile Street, Fairhope, Alabama 36532, phone 251-571-7515.

2. **TENANT** is {BGFULL}, whose address is {BGADDRPRIMES}.

During the term of this agreement, Tenant consents to being contacted by Landlord at this mobile telephone number: {BGPHONEPRIME}

3. **PREMISES.** At *Jubilee Suites*, which is a vacation rental facility located at 557 North Mobile Street, Fairhope, Alabama 36532, a one-level, seasonably heated and cooled, apartment with a full kitchen and fully-furnished bedrooms, living and dining spaces, including a color smart TV and Wi-Fi.

Occupancy is limited to {PMAXGUESTS}.

Landlord reserves a right of reasonable access to the Premises for maintenance work and inspections related to performing and administering this agreement.

No refunds will be provided due to inoperable appliances, water leaks, etc. The LANDLORD will make every reasonable effort to assure that such appliances will be and remain in good working order.

4. **TERM OR DURATION:** {BNNGHTS} days, STARTING on {BARRDAY}, {BARR}, with check-in at or after 4:00 PM Central Time and ENDING on {BDEPDAY}, {BDEP}, with check-out at or before 10:00 AM Central Time.

5. **RENT:** {BTAMT} US Dollars, which includes payment for utilities, taxes, and cleaning. As a deposit toward this sum 50% due upon booking. Balance due 30 days prior. 100% of fee is required if booked within 30 days of arrival.

Tenant shall have no right to move into the Premises until all rent has been paid.

Except in the event of a storm as herein provided below, Tenant shall not be entitled to a rent refund if Tenant moves out of the Premises before the rental ending date.

6. **CANCELLATION POLICY.** In the event TENANT wishes to terminate this agreement, Travel Insurance, Damage Protection and any processing or administrative fees are non-refundable. 100 percent of room rate, taxes, and cleaning fee will be refunded if the cancellation is made more than 14 days out and 50% refund until 7 days prior to arrival. Any reservation cancelled within 48 hours of original booking and at least 7 days out will get 100% room rate, taxes, and cleaning refunded. Travel insurance protection is a contract between the TENANT and the travel insurance company.

7. **SECURITY DEPOSIT.** A security deposit is required ("Security Deposit") and will be automatically reserved for the booking. The automatic reserve is conducted by putting a hold on the Guest's credit card for the amount of {BSDAMT} exactly 1 day(s) prior to the arrival date. The credit card of the last

successful payment will be used. If there are no successful credit card payments, it is the responsibility of the Guest to send {BSDAMT} by check to the Owner to satisfy the Security Deposit requirement. If, at the end of the rental period, the rental property is returned undamaged beyond normal wear and tear, the Security Deposit will be released in full within five (5) business days. In the event of any damages, Owner will provide Guest with a full accounting of expenses incurred and deductions made from the Security Deposit. Should the damages exceed the amount of the Security Deposit, Guest agrees to pay the balance within five (5) business days after receiving notification. Deductions from Security Deposit may include, but are not limited to: excess cleaning fee, trash removal fee, missing item replacement costs, damaged item replacement or repair costs, repair costs of buildings or grounds, or other service call fees. Owner is under no obligation to use the least expensive means of restoration.

8. **SERVICES.** As a renter, Tenant shall be allowed the non-exclusive use of *Jubilee Suites* 'driveways, paved parking areas, landscaped lawns, {PNAME} porch(es), Sunset View gazebo, deck with fire pit, and pedestrian access to Mobile Bay. Also, Landlord shall provide the Premises with utilities, trash removal, bed linens and towels.

9. **USE OF PREMISES.** Premises may be used only for residential purposes. Premises may not be used for business purposes or to provide any use, occupancy or benefit to persons other than the Tenant and the Tenant's registered family members. Events or gatherings can be done with prior approval and payment if applicable. Tenant shall at all times comply with laws, governmental regulations, and ordinances applicable to the Premises.

No smoking is permitted in the suites.

Medically necessary service dogs are welcome at no charge. Pre-approval for well behaved pets is required and a pet fee must be paid prior to arrival. Pets must be kept in kennel while suite is un-occupied. If Landlord determines that there is excessive barking or other poor behavior by dog guest will be required to remove the dog from the premises.

No private vehicles are allowed on the drive leading to the lower property.

Tenant must report promptly to Landlord any need to repair the Premises or any fixtures, furniture, or appliances therein.

TENANTS should park their vehicles in our driveway. **Vehicles parked on the street may be ticketed and towed.** If there are no parking spots available vehicles may park on the street side lawn.

10. **LIMITS ON LANDLORD RESPONSIBILITIES.** Landlord is not responsible for (a) any accidents, injuries or illnesses that occur to persons on the Premises or associated common areas, including any injuries sustained while using Landlord provided watercraft, bicycles, or other equipment or during participation in organized activities (b) any loss or damage to Tenant's personal belongings or valuables, and (c) delays in occupancy or the provision of services caused by acts of God, governmental intervention, inclement weather, fire or other casualty.

11. **STORMS.** If there is a storm or hurricane, no refunds will be given unless local authorities order a mandatory evacuation for a "Tropical Storm/Hurricane Warning Area" that includes the Premises. If a mandatory evacuation occurs, we will refund any unused portion of Tenant's rent.

12. **TENANT'S LEGAL DUTIES.** Tenant promises (a) to return the Premises and all contents thereof to Landlord at the end of the rental in as good a condition as at the start of the rental, ordinary wear and tear excepted, and (b) to pay Landlord for any fixtures, furniture, or appliances that are missing or have been damaged through abuse. Additionally, Tenant shall indemnify and hold Landlord harmless from all injuries to persons or property, and from claims, suits, damages, fines, and defense costs suffered by Landlord as a result of Tenant's criminal, willful or negligent behavior or by conditions created in or about the Premises by Tenant, Tenant's family members and guests.

13. **LANDLORD'S REMEDIES.** Any failure by Tenant to make any payment or perform any duty required by this agreement shall terminate immediately Tenant's occupancy rights in the Premises and shall entitle Landlord to pursue immediately all available legal remedies including but not limited to injunctions, criminal complaints, damages for breach of contract, damages for property taken or destroyed, plus reimbursement for all costs of initiating and prosecuting legal action.

14. **GENERAL TERMS.** This agreement shall be binding upon Landlord and Tenant and their respective heirs and legal successors. This agreement grants Tenant only a right of use in the Premises and not any right of title. The laws of Alabama shall govern all interpretations of this agreement and Baldwin County, Alabama, shall be the venue for any legal proceedings arising out of this agreement.

Landlord:

Maloney Hospitality  
Incorporated, LLC (doing  
business as *Jubilee Suites*)

Jubilee Suites on Mobile Bay  
Jim & Dana Maloney  
557 N Mobile St.  
Fairhope, AL 36532  
[www.jubileesuites.com](http://www.jubileesuites.com)  
251.517.7515