



**Vacation Rental Agreement  
Hawaiian Inn Beach Resort  
2301 S. Atlantic Avenue  
Daytona Beach, FL 32118**

Thank you for choosing Sand Castle Beach Rentals to provide you the best vacation rental condo in Daytona. Here are the necessary rules and policies that you and your guests must agree to in order to secure your stay.

**Check In** is 4:00 PM or later on the arrival date.

**Check Out** is 10:00am or earlier on the departure date.

Early check in or late check out requires prior arrangement with owner and is subject to availability and additional fees.

**Cancellations:** There will be no refunds for delayed arrival, inclement weather or reduction in the number of nights reserved.

**Deposit and Payment of Balance Due:** A \$200 deposit is required is required to hold the reservation. The deposit will be credited toward the cost of the stay. The remaining balance is due 30 days before arrival by check to owner or via the Payments Section of our website.

Mail Payments to:  
Mary Motes  
478 Luna Bella Lane  
New Smyrna Beach, FL 32168

**[www.sandcastlebeachrentals.com](http://www.sandcastlebeachrentals.com)**. Failure to pay the balance due is grounds for immediate termination of the agreement.

**On your day of arrival: You may go directly to your unit, it is not necessary to check in at the front desk. All units have combination locks on the door which are changed for each reservation. Please refer to your final confirmation for the code necessary to gain access to the unit. There are hard keys in the unit as well. Your parking pass will be in your unit.**

**All Rentals are to Responsible Adults over the Age of Twenty Five (25).** Guest acknowledges that he/she will not assign this Agreement or sublet any portion of the Unit.

**Occupancy Limit:** Overnight Guests are restricted to the maximum number of guests listed below.

- **Unit 206 max guests is (6) guests**
- **Unit 215 max guests is (2) guests**
- **Unit 508 max guests is (6) guests**
- **Unit 515 max guests is (5) guests**
- **Unit 229 max guests is (4) guests**

Guest agrees that the Unit shall not be used for any illegal or unlawful purpose. Use of the Unit and/or common areas in a manner contrary to the provisions of this paragraph or that disturbs or offends other guests or residents shall be deemed grounds for immediate termination.

**Pet Policy: NO PETS PERMIT ON PREMISES.**

**Housekeeping and Linens:** While fresh linens and bath towels are provided, daily maid service is not included in the rental rate.

**Care of the Unit and Common Area:** Guest(s) are expected to care for the Unit as if it were his or her own. Guest acknowledges that unless Owner is notified on day of checkin of any damage or cleaning concerns, all damages to the Unit during the occupancy will be Guest's responsibility and must be reported to Owner and paid prior to departure.

**On your last day...guests are responsible for the following:**

- **All dishes are cleaned, dried and put away.**
- **Refrigerator is emptied and wiped clean.**
- **Stove is wiped clean.**
- **Towels and bed linens are placed in the bathroom.**
- **All garbage is emptied and placed in large containers in the far corner of the north parking lot.**

**If any of the above is not completed at departure, you will be charged an additional cleaning fee of \$50.**

**Local Telephone** service is unavailable in the Unit. Please use a cell phone for outgoing calls.

**Smoking** is not permitted inside the unit at any time. You may smoke on the balcony, however please make sure the unit doors are closed.

**Open Flames.** Due to risk of fire damage or injury, guests are not permitted to light BBQ grills on the premises. No candle burning is permitted in the unit.

**Safety: Swimming in property pools and in beach areas that are unsupervised by lifeguards is at the risk of guest. Owner and property manager accept no responsibility for use of flotation devices, beach toys available in the unit. Use of these articles is at the risk of guests. Children must be supervised at all times.**

**Lost, Stolen or Abandoned Article** all have no responsibility for lost, stolen or abandoned items.

**Right of Entry:** Guest agrees that Owner reserves the right to enter the unit anytime to investigate disturbances, check occupancy, check for damage, and make repairs as Owner deems necessary or appropriate.

**Disputes** under this Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Any action relating to this Agreement shall be filed only in the Volusia County court in Florida in which county the Unit is located. Both parties consent to the exclusive venue and jurisdiction of such court.

**Indemnification/Hold Harmless** Guest (s) agree to hold Sand Castle Beach Rentals, its owners and agents harmless from all claims, demands, loss, liability of any kind or character, including the cost of defense, arising out of or in any way connected with the guest(s) use of the property in the event the guest (s) suffer personal, physical, property damage or injury.

**Termination:** If Guest or any member of Guest's party violates the terms of this Agreement, Owner may terminate this Vacation Rental Agreement with no refund of the paid rents, and may enter the premises and remove Guest, the members of Guest's party and their belongings. Guest is notified that all individuals occupying the Unit will be subject to immediate eviction procedures under Florida law.

**Online Acknowledgment:** Guest certifies that he/she has read and agrees to the terms and conditions of this agreement and understands the cancellation policy. Guest certifies that he/she is at least 25 years of age and will be held responsible for the care of the property being rented under his/her name. Guest certifies that he/she accepts full responsibility for damages or extra cleaning charges as detailed in this agreement, should they be discovered during or after departure.

**Owner and Operators:** Sand Castle Beach Rentals is owned and Operated by Mary Motes. Please call if you have any questions about the property, using the amenities or repairs that are needed.

Mary Motes  
352-359-0104 (cell)  
[Mhmotes8@yahoo.com](mailto:Mhmotes8@yahoo.com)