

Glass Casa Vacation Rentals

TERMS AND CONDITIONS

Please read the following information carefully. All or part of the following may pertain to your Rental Confirmation and is subject to change without notice.

Identification: For the purpose of this document, the document will be referred to as a "Confirmation" from this point forward. You or any member of your party are the guest and will be referred to as "Guest" from this point forward. Vacation home or condominium or dwelling unit shall be referred to as "Rental Property" from this point forward. The homeowner will be referred to as "Property Owner" from this point forward and Glass Casa Inc., will be referred to as "Glass Casa".

Transient Guest Policy: Your reservation and Confirmation of stay with Glass Casa are regulated under the Florida Statute 509.242 through 509.417. Your stay is regulated in the same manner as a hotel/motel and specific rules and regulations regarding hotel stays apply. Violations of (HOA) Homeowners or Condominium Association rules and regulations, as well as the Glass Casa terms and conditions, will result in the cancellation of your stay. This Confirmation does not constitute a lease.

Payment Terms: Glass Casa accepts payment in the form of a credit card. In some cases, final payment may be requested by personal check, cashier's check, electronic check or money order depending on the length and/or type of stay. Checks must be payable in US funds and drawn from a US financial institution, otherwise any bank fees to convert to US funds will be the Guest's responsibility. No post-dated checks will be accepted. Returned checks will be charged a service fee of \$35. Wire transfers and electronic checks are subject to administrative fees not to exceed \$50. Final payments are due 30 days prior to arrival for reservations less than 21 nights and due 60 days prior to arrival for reservations 21 nights or longer and/or total amount due of \$8000.00 or higher.

Your final payment will be charged on the credit card we have on file from your deposit. If you wish to make the final payment in any other form, please contact our office and make those arrangements. Any final payment that is not received by the due date may result in the cancellation of the reservation.

Credit Cards: Glass Casa is happy to accept all major credit cards with no added conveyance fees. Glass Casa is charged a fee for each credit card transaction, including refunds and credits, which the company absorbs. To reduce unnecessary Credit Card fees, it is agreed you will work with the management team at Glass Casa to resolve any discrepancies regarding your reservation and your stay. You agree not to initiate a credit card dispute for any reason. If the parties cannot resolve any differences regarding your booking, both parties agree to use the mediation process to resolve any issues.

Stay Dates and Times: The stay dates and times are critical to your booking and are the only dates and times you may occupy the property. There are absolutely no holdovers or date and time extensions of your stay unless authorized in writing by Glass Casa Management in advance.

Check-In: The check-in process begins at 4 p.m., but is not guaranteed. Guests should not expect to take occupancy sooner than the times stated. In some cases, check-in may be delayed due to circumstances beyond our control. You will **NOT** be allowed to check-in until we receive your signed rental agreement outlining our rental policies and confirmation information. Rate adjustments cannot be made for late check-in or early departure.

Check-out: Check-out will be promptly at 10 a.m. Any guest that fails to check out by 10 a.m. will be assessed a half day's rent between 10:01 a.m. and 12 p.m.; a full day's rent will be assessed if Guest vacates after 12 p.m.

Security Deposit: As a part of your stay, you have paid a fee for a Vacation Rental Damage Protection plan designed to cover unintentional damages to the rental unit interior that occur during your stay, provided they **are disclosed to management prior to check-out**. The policy will pay a maximum benefit of \$3,000.00. Any damages that exceed \$3,000.00 or are not covered under the plan will be charged to the credit card on file. The Damage Protection plan does not cover theft, intentional damage or breach of policy.



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Cancellation Policy: All cancellations are subject to an administrative fee not to exceed \$200.00 plus the nonrefundable booking fee and applicable taxes. In addition Glass Casa will retain all prepaid funds should Guest cancel less than 60 days prior to arrival unless the rental property is rebooked for the same dates and rate. A partial refund may be applicable for the same dates booked at an adjusted rate. Optional trip insurance can help protect guests from unforeseeable circumstances that may be a reason for cancellation. Cancellations must be made in writing to Glass Casa to be binding. Since you are renting a private property that may not rebook based on the timing of your cancellation, we strongly suggest that all guests take advantage of the CSA Travel protection insurance.

Vacation Protection Plan: Optional Vacation Rental Insurance has been made available with your reservation. You must specifically accept the travel insurance option for the policy to be valid. Vacation Rental Insurance provides coverage for the loss of prepaid, nonrefundable expenses due to certain unforeseeable circumstances that may jeopardize your vacation investment and force you to incur unplanned expenses. **We strongly recommend you purchase this valuable protection.** To receive full coverage information, please read your Description of Coverage/Policy carefully and contact Generali Global Assistance at 866-999-4018 with coverage questions.

You can review the Description of Coverage or Insurance Policy here:

<https://www.csatravelprotection.com/certpolicy.do?product=G-330CSA>

Confirmation: Reservations are not considered confirmed until a member of Glass Casa management has approved your booking. Glass Casa reserves the right to audit, adjust, or cancel any confirmed reservation for inaccuracy or misquoted information at no penalty to Glass Casa. Confirmation of rental property can only be established when a deposit is made. All payment and cancellation policies are placed in effect at that time. Once a reservation is confirmed, a rental property will be assigned. However, no rental property request is guaranteed. (see the substitution of accommodations). Any difference in rate is subject to guest approval.

Substitution of Accommodations: In the event the property noted on your Reservation Confirmation becomes unavailable due to unforeseen circumstances, Glass Casa reserves the right to move, relocate, reassign or change the rental property noted on the front of this Confirmation for any reason. Glass Casa will make every effort to rebook the Guest in a like and kind or upgraded rental property. Under no circumstances does this confirmation guarantee the rental property selection or assignment. In the event Glass Casa and the Guest cannot agree on a suitable replacement property, the Guest will be entitled to a full refund. Under no circumstances will Glass Casa be responsible for any direct or indirect costs, expenses, fees or other consequential damages resulting from any unavailability or specific accommodation.

Maximum Occupants: The maximum number of guests is set by the property owner, municipality and/or association and includes small children and infants. The maximum occupancy for your rental property is noted on your Confirmation. The rate may vary depending on the number of occupants. Exceeding these limits shall result in forfeiture of payments/deposits and will incur an extra charge per person to the Guest. Reservations obtained under false pretenses will cause forfeiture of all payments and the guests will be asked to vacate the rental property immediately.

House Parties: Glass Casa does not allow house parties in any rental property. Guests cannot organize graduations, proms, gatherings, reunions, weddings, receptions, or any other function similar in nature. Glass Casa properties are for family orientated use only. Glass Casa can not be responsible for any Guest that wishes to work electronically from the property as internet service and quality are not guaranteed.

Reservations made by Third Parties: All reservations made by outside travel agents and or reservation services such as Airbnb, VRBO, Homeaway, TripAdvisor and other online booking providers are subject to the rules and policies of Glass Casa. Glass Casa is not responsible for inaccurate or misleading representations presented by third party agents. Guests will be required to resolve any discrepancies directly with their travel or booking agent or company. Guests are encouraged to speak with an official Glass Casa agent regarding any important questions you may have regarding your stay. Fees added to your reservations by third parties are not determined in any way by Glass Casa. You can avoid up to twenty percent 20% of rate increase fees by making your travel plans directly through Glass Casa.



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Association Rules: All accommodations are confirmed with the understanding that all guests will abide by the rules and regulations prescribed by individual owners, condominium or homeowner associations as required for each rental property.

No Smoking: All Glass Casa rental properties are considered non-smoking. Smoking, vaping, cigars or any other form of tobacco or contraband is not permitted inside the home or on any porches, decks or balconies. Many property associations do not allow smoking on the premises. Guests are required to obey the smoking policy for each property association. Any guest who violates no-smoking policies will be asked to leave immediately. All charges to restore the rental property back to its original condition will be charged to the Guest.

Maintenance: In the event of equipment malfunction within a rental property, Glass Casa will expedite repairs as quickly as possible. From time to time, it may be necessary to close tennis courts, swimming pools and other amenities for maintenance purposes. Any maintenance items should be reported to Glass Casa as soon as possible and may require vendors outside of Glass Casa to repair and/or replace equipment. Should a maintenance specialist find the equipment is not in working order due to guest misuse, oversight or neglect, the fee for the service will be charged to the Guest. No rent adjustments can be made for circumstances beyond our control or for malfunction or loss of use of equipment or amenities.

Acts of Nature: Glass Casa cannot be held liable for any acts of nature or occurrences beyond our control. No rate or rent adjustments will be made due to acts of nature.

Quiet use and enjoyment: Glass Casa does not guarantee quiet use or enjoyment of rental properties due to noise from other persons, neighboring properties, construction, maintenance, environmental conditions etc. Glass Casa cannot grant rate adjustments resulting from circumstances outside of the rental property.

Good Neighbor Policy: Rental properties are located in family-oriented neighborhoods that include short-term guests and year-round residents. Please be sure to observe all rules and regulations which are provided for each property. All guests are required to conform to all rules and regulations of the properties. Violators are subject to cancellation of your stay and loss of all rental funds. **Please respect the rights and space of nearby homeowners and other vacationers.**

Pets: Pets are not permitted in most rental properties unless specifically authorized in advance. In the event that a guest has a pet in a rental property where it is not allowed, this will cause forfeiture of all payments. The guests will be asked to remove the animal and/or vacate the rental property immediately. The Guest will be charged for any costs with regard to returning the rental property to its original condition. In the event that a rental property does accept a pet, Glass Casa must be notified when making the reservation and a nonrefundable pet fee is applied to the reservation. The pet fee nor the damage waiver cover damage caused by a pet and will be the responsibility of the Guest who booked the property.

Furnishings: All rental properties are individually owned and decorated. Items such as furnishings, appliances, equipment, style, quality, colors, etc. are provided solely by the owner. Glass Casa does not accept liability for the aesthetic or functional perception of the rental properties contents and no rate or rent adjustment can be made. Glass Casa recommends all parents use caution when utilizing baby furniture provided by owners. Never use any item that looks defective, dirty or questionable in any way. You can always visit <https://www.cpsc.gov/> and search for recalls on all furniture or equipment before use.

Parking: Strict parking limits apply at each property. Some associations may require a parking fee. Where applicable, we will collect the parking fee and in some cases, you may be required to pay the parking fee at the property. Motor homes, boat trailers, travel trailers, jet skis, etc. are not allowed at the rental properties. Please make arrangements at local storage facilities for such vehicles and equipment prior to arrival.

Amenities: Amenities vary at each rental property. Please contact Glass Casa for specific needs you may have regarding rental property amenities. Glass Casa is not liable for malfunction or closure of rental property amenities and no credits and/or discounts can be granted for circumstances beyond our control.

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Units for Sale: In the event that the rental property is listed for sale, we may find the need to show the property during a guest's stay. We will make every attempt to schedule the showing at a convenient time so as not to disturb your vacation. By acceptance of this Confirmation, the Guest agrees to cooperate with Glass Casa and allow the rental property to be shown to potential buyers.

Entry of Premises: Guest agrees to allow Glass Casa employees, vendors, contractors or subcontractors access to the rental property for any reason to make repairs, improvements, care for or manage the property.

Agency Disclosure: Glass Casa serves as agent and representative of all owners of condominium units and private dwellings in its rental program and is acting at all times in and for the best interest of the property owner.

Pest Control: Rental properties are treated for pest control by the condominium or homeowner association or by a contracted pest control company. Glass Casa will make every effort to address pest control concerns, but is not responsible for rebates due to the presence of pests or in the event of untimely service by pest control companies. Many properties are located in geographical areas where some pests are inherent to the region and climate, making them resilient against professional treatment.

Inclement Weather Policy: Unforeseen weather conditions can affect the success of any vacation. **Therefore, we strongly encourage guests to purchase Travel Insurance to protect their investment, as owners are not required to rebate rent in the event of a weather disruption before or during your stay.** To receive full coverage information, please read your Description of Coverage/Policy carefully and contact Generali Global Assistance at 866-999-4018 with coverage questions. You can review the Description of Coverage or Insurance Policy here: <https://www.csatravelprotection.com/certpolicy.do?product=G-330CSA>

Strong Winds: To avoid serious injury, all guests are advised to close all balcony doors **BEFORE** opening the front door or windows (or leaving the front door open) because strong winds/drafts may cause the front door or other room doors to slam shut unexpectedly resulting in potential injury. Please use caution at all times and keep small children away from slamming doors.

Student Groups: Any guest under 25 years old must be accompanied by an adult, parent and/or guardian. NO property/unit will be rented to vacationing students or young adults under 25 years of age if unaccompanied by a parent or legal guardian, no chaperones. We require one (1) parent for every four (4) persons under the age of 25. A parent must be present at check-in and must remain in the property during the length of stay. Our rentals are monitored for violation of this policy. Reservations obtained under false pretenses will cause forfeiture of all payments and guests will be asked to vacate the rental property immediately.

Accuracy of Information: To the best of Glass Casa's knowledge, the information contained on this Confirmation and our websites is accurate but not guaranteed. Descriptions, rates and property amenities listed on this Confirmation are subject to change without notice. Omissions, additions or errors as well as changes in property bedding, furnishings, equipment, etc., shall not be the responsibility of Glass Casa. Guests are required to check with Glass Casa about specific items of importance to them before booking.

Maid Service/Special Requests: Linens and bath towels are included in each rental property and have been inventoried prior to your arrival. We cannot guarantee your rental property will supply specialty items such as beach, fishing, boating, skiing or any other specialty items. Your rental property is cleaned prior to your arrival and upon your departure but does not include daily maid service. Daily maid service can be arranged with a minimum of 24 hours notice for an additional charge.

Booking Fee: The booking fee on the face of this Confirmation is nonrefundable at any time for any reason.

No Subletting: The rental property and/or any reservation, or any rights arising under a reservation, cannot be assigned, transferred, or sublet. Your reservation is not assignable or transferrable to any other party.

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Golf Cart and Bicycle Liability: By signing the Rental Agreement electronically and accepting the terms and conditions attached thereto, Guests who rent units that provide complimentary Golf Carts and/or bikes further consent to the express terms, conditions and waivers set forth in the attached Golf Cart Waiver and Damage Addendum and Bike Waiver and Damage Addendum, the terms and conditions of which are expressly incorporated herein.

Misc. Charges: A \$50.00 charge will be assessed for each key or key fob not left in the rental property upon check-out. A \$10.00 charge will be assessed for each wristband not left in the rental property upon check-out.

Mail: We do not recommend having mail sent to the property address unless you are occupying the property for a long-term stay. Glass Casa recommends guests make arrangements to collect mail at suitable location prior to traveling.

Interest of Bearing Account: All payments may be placed in an interest-bearing account. It is understood that Glass Casa shall retain all interest earned.

Pools: You understand and agree that swimming pools, whether community pools or private pools, are strictly an amenity and that the use or availability of any pool amenity is not guaranteed by Glass Casa under this Rental Agreement. No refunds or adjustments will be given as a result of any condition, interruption in availability, or lack of availability of any community or private pool.

(a) Community Pools. Community or condominium pools are not controlled or maintained by Glass Casa. Glass Casa is not responsible or liable for any inconveniences resulting from any community pool, its condition, temperature, hours of operation or availability (or lack thereof). Community pool heating is offered seasonally at some properties, but heating of such pools is under the control of the applicable managing owner associations and not Glass Casa. There will be days when the weather conditions will not allow pool heaters to accommodate swimming and temperature recovery times will vary.

(b) Assumption of Risk and Specific Hold Harmless for Swimming Pools, Beaches, Decks, Docks, Piers and Balconies. You agree that any use of a swimming pool (whether community or private pool), deck, pier, dock, balcony, or beach is at your own risk and you agree to assume all risk of harm, injury (including death), and/or loss to persons or property resulting from such use. Further, you agree to indemnify, defend and hold Glass Casa and the property owner harmless from and against all cost, expense, liability, damage, injury (including death) and all causes of action whatsoever arising from or related to your or your invitees, licensees, guests, family members, agents, permittees, or other persons use of: (1) any community or private pool; (2) any balconies, decks, piers, or docks appurtenant to the property or any community or private pool; and/or (3) any public or private beach area (whether or not lifeguards are posted or present).

(c) Damage to Private Swimming Pools. You agree to notify Glass Casa immediately of any maintenance or repair issues needed to any private swimming pool. Except for normal wear and tear, you agree to be responsible for the cost of repairs or maintenance to any private pool required as a result of negligence or intentional misconduct by you or your guests, invitees, licensees, agents, family members, or other persons using the pool during your stay. Should at any time you feel any of the above are unsafe or secure, refrain from using that item and contact Glass Casa immediately.

(d) Florida law requires swimming pools to have security systems. In some cases, your swimming pool may have an approved enclosure or fence surrounding the entire pool or there may be alarms on each door or window leading to the pool area. In some cases, there may be both enclosures and alarms. These are considered life-saving safety systems. Tampering with or disabling any safety system is against the law and will lead to immediate forfeiture of the property. If it is found that you have tampered with or disabled any safety system, you will be charged a minimum fee of \$500.00 or up to the total cost of repairing the swimming pool security system.

Indemnity: Guest indemnifies Glass Casa from and against any and all liability, loss damage, and expense, including reasonable attorney fees and disbursements arising from injury to persons or damage to rental property; occasioned by the failure of the property owner to comply with any provision of law or this agreement; occasioned by any act or omission of the property owner or any person residing in or renting owner's property; occasioned by any act of omission of the property owner, or property owner's agents, servants, or contractors; or, occasioned by any act of omission, with the exception of such acts or commissions constituting gross

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negligence or willful misconduct of Glass Casa, its agents, servants, or contractors when acting as agent for the property owner as provided herein. Special risks may be involved when using pools and/or hot tubs and Guest assumes all responsibility for himself/herself and their guests and for the consequences of those at risk. Guest agrees to waive any claim whatsoever and hold harmless Glass Casa and the property owner for accidents and claims resulting from accidents and/or injury arising from use of the rental property and any of its equipment, porches, decks, stairs, parking area, elevators etc.

Venue and Jurisdiction: The exclusive venues for any civil action related to this Rental Agreement are the United States District Court for the Northern District of Florida, Pensacola Division, and the County and Circuit Courts sitting in Walton County, Florida. The Parties hereby submit to all the courts' jurisdiction in the previous sentence and agree not to challenge such jurisdiction.

Credit Cards: Glass Casa is happy to accept all major credit cards with no added conveyance fees. Glass Casa is charged a fee for each credit card transaction, including refunds and credits, which the company absorbs. To reduce unnecessary Credit Card fees, it is agreed you will work with the management team at Glass Casa to resolve any discrepancies regarding your reservation and your stay. You agree not to initiate a credit card dispute for any reason. If the parties cannot resolve any differences regarding your booking, both parties agree to use the mediation process to resolve any issues.

Cancellation Policy: All cancellations are subject to an administrative fee of \$50.00 plus the nonrefundable booking fee and applicable taxes. In addition, Glass Casa will retain all prepaid funds should Guest cancel less than 90 days prior to arrival unless the rental property is rebooked for the same dates and rate. A partial refund may be applicable for the same dates booked at an adjusted rate. Optional trip insurance can help protect guests from unforeseeable circumstances that may be a reason for cancellation. Cancellations must be made in writing to Glass Casa to be binding. Since you are renting a private property that may not rebook based on the timing of your cancellation, we strongly suggest that all guests take advantage of the CSA Travel protection insurance.

It is very important that you click the link below, login to our guest portal and sign the terms and conditions.
[Guest Portal Link](#)