



Island Inn Company

Telephone: (239)472-1561

Address: 3111 West Gulf Drive, Sanibel, FL 39957

Welcome to 3101 Island Inn Rd, owned and operated by the Island Inn Company! The following are our terms and conditions. By signing this document, you agree to our terms and conditions. This document must be signed and returned to the Island Inn at time of booking. Until this sign documented is received and confirmed via email at [info@islandinnsanibel.com](mailto:info@islandinnsanibel.com), no agreement to rent or reserve a unit exists.

1. No Pets and No Emotional Support Animals. No Exceptions.
2. Occupancy. Max - Tarpon-8. Turtle, Dolphin, Manatee-6. The occupancy limit is strictly enforced and no exceptions are made. All guests planning to be in the unit must register and show a valid Driver's License before entering the unit. Only registered guests are allowed to occupy the unit.
3. All Monthly Vacation Home reservations require a deposit of 25% of the total stay amount at time of booking via credit or debit card. The remainder of the total stay is due no later than 90 days before your arrival date. Monthly Vacation Home reservations canceled or modified within 90 days of the arrival date result in a full forfeiture of deposit. A fee of \$250 applies to all other canceled Monthly Vacation Home reservations. No-shows and early departures are charged 100% of the original total stay amount.
3. Minimum Stay. All stays begin on the 1st day of the month and end on the 30<sup>th</sup> day of the month, except for February which begins on the 1<sup>st</sup> day of the month and ends on the last day of the month.
4. No Subleasing of any form is allowed. No Transient Guests. Vacationers Only.
5. Security Deposit. A security hold in the amount of \$500 to cover extraordinary damage or loss caused by the Guest is required at time of check in. Guests are never charged for normal wear and tear. Credit card holds are released within 24 hours of check out.
6. Check-In is at 3 PM. Guests should not expect to take occupancy or have any access to the home before 3 pm on their check in day. Rate adjustments cannot be made for late check-in or early departure. The check-in location is: Island Inn, 3111 West Gulf Drive, Sanibel, FL 33957. (239)472-1561. At check-in you will receive keys to your house, internet access code and a check-in package with a wealth of information.
7. Island Inn is open every day from 8:00 a.m. to 5:00 p.m. If you plan to arrive after 5 pm on your check in date, please call us at 239-472-1561 and we will arrange for your arrival. If arriving late you **MUST** come to the front desk by 10 am the following morning.
8. Check-Out is promptly at 11 a.m. with absolutely no exceptions. Sorry!
9. Smoking. Homes are 100% smoke free. This includes the screened enclosure porches. All costs to restore a rental property back to its original smoke free condition will be charged to the Guest.



10. Parties or Group Gatherings. If pre-approved, we MAY allow family reunions, small weddings or small receptions. All such events MUST be approved in writing, no less than 90 days in advance of the guests check in date. Additional charges may apply.

11. Parking. All homes are allocated at least two free parking spaces at the home. No storage, moving or rental van or truck is ever permitted. If you plan to bring anything other than a standard four wheel two axle vehicle it must be approved by Island Inn Management prior to arrival by calling the Island Inn's front desk at (239) 472-1561. Oversized vehicles such as long trucks, recreational vehicles and boats on trailers may not fit in the available parking space. Please take the parking into account when you make your travel plans because there are no free parking lots to store excess vehicles. Street parking is prohibited throughout Sanibel Island.

12. Minimum Age. Any Guest under 25 years old must be accompanied by a parent and/or guardian. Reservations obtained under false pretenses will cause loss of all payments, and Guests will be asked to vacate the rental property immediately.

13. Maintenance. Any maintenance issues or property deficiencies must be reported to the Island Inn immediately. If an equipment malfunction occurs within a rental property, Island Inn will immediately expedite the repairs as quickly as possible. Maintenance may require vendors outside of Island Inn to repair and/or replace equipment. Guest must allow access to the unit in order to rectify any maintenance deficiencies. Should the equipment not be in working order due to gross negligence and/or misuse, oversight or neglect, the fee for the service may 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, cable service and internet.

14. Entry of Premises. We strive to never disturb you during your stay. However, Guest agrees to allow Island Inn employees, vendors, contractors or subcontractors access to the rental property to make repairs, improvements, care for or manage the property.

15. Pest Control. Rental properties are proactively and aggressively treated for pest control by Island Inn's contracted pest control company. Guest is required to report any form of pest nuisance to the Island Inn immediately. Island Inn will address pest control concerns immediately, but is not responsible for refunds due to the presence of pests. Sanibel is a subtropical island and some pests are inherent to the region and climate, making them resilient against the best professional treatment. Cleanliness is the best defense.

16. Rates and Availability. Our on-line rates and availability calendars are kept up to date, but the best way to ensure you accuracy is to call us directly at 239-472-1561. Prices and availability are subject to change without notice.

17. Taxes. A total of 11.5% in required government tax is collected on the total gross rental amount (6.5% State of Florida sales tax and 5% Lee County, Florida Tax).



18. Travel Insurance is available through many different insurance carriers. These plans are optional, but we strongly recommend it. However, please keep in mind if you purchase Travel Insurance, you are purchasing it from a third party and Island Inn is not responsible for any refunds if you decide to cancel your trip. In case of any unforeseen events (INCLUDING HURRICANES), these types of insurance policies are designed to help protect your vacation investment.

19. Hurricane Policy: Please note that hurricane season is between the months of June and November. The law does not require refunds because of a hurricane threat. We strongly advise you to purchase trip insurance to protect your investment. If a Mandatory Evacuation is issued by the City of Sanibel the office will close and all guests will be required to leave the island. Island Inn requires guests to take all of their belongings with them and dispose of all garbage in the on-site trash dumpster. Please be sure to remove all food and beverage items from the refrigerator and freezer and take them with you or dispose of them in the trash dumpster onsite.

20. What is Provided? Bed linens, bathroom towels, kitchen utensils, and a STARTER supply of paper towels, toilet paper, tissue, trash bags, dishwashing soap, dish detergent, laundry soap, bath soap, shampoo, etc. There are grocery stores on the mainland and on Sanibel. Beach towels can be acquired at the Island Inn's front desk on your way to the beach. The beach chairs at the Island Inn's beach can be used at the Island Inn's beach only and there are no beach chairs in the house. Beach umbrellas are preset each morning on the Island Inn's beach. They are complimentary for all guests and must remain on the Island Inn's beach.

22. Special Requests. If you need special requests, examples: pack n plays, hi chairs, etc., please call the Island Inn's front desk at 239-472-1561 and we will be glad to help.

23. Causeway Tolls. There is a \$6.00 toll onto Sanibel Island and Island Inn does not reimburse tolls.

24. Web Site Disclaimer. We strive to provide accurate, complete, and up-to-date information about our available rentals. Please let us know right away if you find anything unclear or incomplete. Changes in availability may occur without notice.

25. Reservations Made By Travel Agents. All reservations made by outside travel agents and or reservation services are subject to the rules and policies of Island Inn. Island Inn is not responsible for inaccurate representations by outside travel agents or reservation services. Guests must resolve any such issues with their travel or booking agent.

26. Force Majeure. Island Inn cannot be held liable for any acts of nature or occurrences beyond our control. No rate adjustments will be made for inclement weather. If you are traveling between June and November, please note this is hurricane season. We can only refund your rent if a mandatory evacuation is ordered.

27. Governing Law. This Reservation Agreement ("Agreement") will be construed under Florida law and the sole venue and jurisdiction for any legal action will be in the state or county courts of Lee County, Florida.



28. Disputes. Any dispute between Island Inn and the Guest arising from this Agreement will be mediated under Chapter 44 of the Florida Statutes prior to filing any civil action. Mediation is a process in which parties attempt to resolve a dispute by submitting it to a neutral third person called a mediator who encourages and facilitates the resolution of the dispute but who is not empowered to impose a settlement on the parties. The parties will equally share the mediation fee. In any litigation based on this Agreement, the prevailing party will be entitled to recover its reasonable attorney fees and costs from the non-prevailing party.

29. Release; Indemnity. In consideration for use of the rental property and the other terms and provisions of this confirmation, Guest agrees: (i) Neither Island Inn nor any of Island Inn's agents, officers, directors, shareholders, employees, or other representatives (collectively referred to as the "Island Inn Parties") will be liable or responsible for any loss, injury, death, or damage caused or arising in connection with the Guest's (including members of Guest's travel party and any visitors or invitees of Guest) use or occupancy of the rental property or any of the amenities, or because of acts of God, acts of government or other authorities, wars, civil disturbances, hijacks, thefts, or any circumstance beyond its control; and (ii) Guest, intending to bind itself, its successors, legal representatives, directors, stockholders and/or assigns, releases and forever discharges each of the Island Inn Parties, and indemnifies and holds the Island Inn Parties harmless, from and against all liability, damages, actions, causes of action, claims, losses and/or expenses (including but not limited to attorney fees, court costs and expenses) arising in connection with, or based, on injury to or death of any person, or damage to property, including the loss of use thereof, caused in whole or in part by Guest or any member of Guest's travel party, including, without limitation, visitors or invitees of Guest, whether or not caused in part by the negligence of one or more of the Island Inn Parties; provided, however, this indemnification will not apply regarding losses arising directly from the willful misconduct of any one or more of the Island Inn Parties.

30. Severability & Effective Date. If any provision(s) of this Agreement is held to be invalid, illegal, or unenforceable, the invalid or unenforceable provision(s) will be severed from and not affect any other provisions of this Agreement. This Agreement will not be effective until it is accepted and approved by Island Inn and is effective only on the date of such approval.

31. By signing this Agreement, the Guest agrees to attempt to settle any dispute in an amicable manner before, during and after the Guest's stay. **Our goal is your complete satisfaction and repeat business!**

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