

## POLICIES, TERMS & CONDITIONS

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY REGARDING MAKING YOUR RESERVATION AND THE TERMS AND CONDITIONS OF RENTAL AGREEMENT

In consideration of the monies received and mutual promises, the owner of the Rental (Property), through its agent, Tomasso Vacation Rentals (TVR), agrees to rent to the Renter the Property, under the following terms and conditions:

**RESERVATIONS** can be made online, or by calling our reservations desk during regular office hours. Online booking requires the acceptance of terms and conditions and valid credit card information. Rentals require 50% Advance Payment for reservations made 31 days or more prior to the arrival date or 100% payment for reservations made within 30 days of the arrival date.

**PAYMENTS AND BALANCE DUE:** The total rental Amount is due at time of booking on reservations made within 30 days of the arrival date. An advance payment is due at time of booking on reservations made 31 days or more prior to the arrival date and 2nd payment balance is due thirty days prior to the arrival date. Rental charges and balance due are authorized to be made to the MasterCard, Visa, or AMEX credit card used at time of booking. Personal checks are accepted for the 2nd payment balance, only if payment is received 30 days prior to the arrival date. Tomasso Vacation Rentals shall have the right, without further notification, to deem the reservation cancelled without refund of advance payments if the final payment is not received when due.

**ACCIDENTAL RENTAL DAMAGE INSURANCE: (ARDI)** is included in every rental in lieu of a security deposit. Depending upon the property rented, ARDI will protect you for up to \$1,500.00 or \$3,000.00 in damage, theft, inadvertent acts or omissions during the duration of your stay. See [Accidental Rental Damage Insurance](#) for details on insured coverage. Renter must immediately notify TVR of damages or losses during your occupancy or the insurance coverage will be void and you will be responsible for damages. The Certificate of Insurance/Policy contains restrictions, exclusions and limitations that may apply. The insurance plan does not cover negligent acts or willful misconduct.

**SECURITY DEPOSIT:** Renters from WA and PA are not covered by ARDI and are required to pay a Security Deposit with the final payment. You must immediately notify TVR of damages or losses during your occupancy. TVR will inspect the Property upon Renter departure and may deduct any costs for damages, repairs, extraordinary cleaning, or replacements. The Security Deposit, less any charges, shall be refunded to the Renter within forty-five days (45) of the departure date.

**ALL SEASON VACATION RENTAL TRAVEL PROTECTION PLAN (ASTP):** ALL SEASON VACATION RENTAL TRAVEL INSURANCE IS HIGHLY RECOMMENDED TO PROTECT AGAINST UNEXPECTED TRAVEL DELAY OR CANCELLATION. ASTP insurance covers trip cancellation and interruption in the event that you must cancel or interrupt your trip for reasons such as sickness, or injury to you or a traveling companion or family member; severe weather; military duty; employer terminations, layoffs or job transfers; involved in or delayed by a traffic accident en route to your destination; mechanical breakdown of common carrier; and extended primary/secondary school session. Policy benefits, along with definitions, terms and conditions of coverage are fully described in your insurance policy. If insurance is purchased within 14 days of initial trip deposit, the **Pre-Existing Medical Condition Exclusion will be waived.\*** You must be medically able to travel when you pay your plan cost. Coverage begins when the insurance premium is paid in full, and cannot be purchased after final payment has been made. If you have questions about the policy and what it covers call: [800-310-2431](tel:800-310-2431). The cost of this insurance is 7% of the rental rate, taxes and non-refundable fees. Vacation Rental Protection Plan is OPTIONAL. Call Tomasso Vacation Rentals at [888-242-7555](tel:888-242-7555) to purchase. The premium will be added to the advance payment.

**ADVANCE RENT PAYMENTS, SECURITY DEPOSITS AND BALANCES** All payments are deposited into the TVR trust account at Tomasso Bank in Ocean City, NJ. Non-refundable reservation fees and insurance may be disbursed upon receipt. The disbursement of advance rent payment may be made upon the rental arrival date or a material breach of this Agreement.

**TRANSFERS:** Renter may transfer from one week to another within the same property only within the same calendar year subject to availability. All requests for transfers must be made in writing and received by TVR, at least 60 days prior to arrival date. There will be a \$150.00 transfer fee plus additional rent charges for transfer to a higher rate season. No refund will be paid if moving to a lower rate season.

**TAXES:** Tax payments required by the State of New Jersey include Sales and local lodging Accommodation Taxes, where applicable.

**PETS:** No pets are permitted except in designated pet friendly rentals. Pets are limited to two (2) domestic adult dogs (no puppies). There is a pet cleaning fee of \$150.00. Pet owners are responsible for additional charges resulting from damages, or outside yard clean up. IF AN UNAUTHORIZED OR UNREPORTED PET HAS BEEN IN ANY RENTAL, PET FRIENDLY OR NOT, THERE WILL BE A MINIMUM CHARGE OF \$250.00.

**SMOKING:** No smoking is permitted in any Tomasso Vacation Rental Property. If smoking occurs, a minimum \$250.00 cleaning charge will be assessed.

**FAMILY OR CORPORATE GROUPS ONLY:** Renter acknowledges that he/she is an adult of 25 years of age or older and shall personally occupy the Property for the entire rental period. Renter acknowledges he/she may not rent the Property for a non-family use i.e. as a high school, or college group or party.

**MAXIMUM OCCUPANCY:** Overcrowding beyond the occupancy limit specified for the Property including children, may not be exceeded. Renters will be subject to eviction, loss of any security deposit, and entire rental payment if over-occupancy occurs.

**FURNISHINGS AND EQUIPMENT:** Properties are individually decorated. Décor reflects the taste of the owner and varies widely. Homes are equipped with dishes, cookware, flatware, glasses, and basic appliances. Bed linens and towels are provided. Please be sure to pack any specialty items that you may require during your stay. Please contact TVR if you would like assistance with making any special arrangements.

**FIREPLACES** Where available fireplaces are for use during cold weather only, and may not be used while the air conditioner is running.

**HOT TUBS AND POOLS:** Renter agrees to be solely responsible for the use and operation of hot tubs, whirlpools and swimming pools. Hot tubs and pools are maintained between renters. Renter will be charged for mid-week treatment or cleaning that becomes necessary resulting from overcrowding, use or misuse on request. No glass or glass containers are permitted in hot tubs and pools.

**CONDITION OF PROPERTY:** All equipment in the Property should be in good working order. Please report any inoperative equipment to our office immediately. Every reasonable effort will be made to promptly repair inoperative equipment. No refunds will be made for inconveniences resulting from inoperative air conditioners, appliances or mechanical failure. If a condition occurs that affects the habitability of the Property, TVR will make its best efforts to relocate Renter to another available rental property. If another rental property is not available to relocate Renter, then TVR will refund any unused days of the rental period.

**DESCRIPTIONS AND RATINGS:** Every rental property is rated according to condition and amenities to help with your selection. Every effort has been made to ensure that property ratings, descriptions, and distances to area attractions: ski, golf, beach, and water access are accurate; however, TVR is not responsible for changes made to furnishings or equipment, or errors in descriptions.

**ITEMS LEFT BEHIND:** Tomasso Vacation Rentals is not responsible for articles lost, stolen or left behind in homes. Please double-check for personal items prior to your departure. There is a \$50 return item fee to cover the cost of mailing and shipping of left behind items.

**LOCKOFFS:** Please respect these locked closets, cabinets, or rooms. They are NOT INCLUDED as part of your rental.

**RESTRICTIONS:** Renters are required to abide by rules and regulations for the property in which they stay. A guest services guide is located in the property and includes applicable rules and regulations along with guidelines for the rental property use, check-out procedures, emergency numbers, and other pertinent information. Some locations may have restrictions against RV, boat, or camper parking on the premises.

**CHECK-IN:** Arrival check-in is 4:00 PM on the arrival date. If you are unable to check-in before our offices close, please call for late arrival instructions. You will be provided directions to the Property, key code or keys upon arrival and payment in full. In extreme situations check-in time may need to be extended for cleaning and maintenance. Renter shall not be on the Property prior to check-in time.

**CHECK-OUT:** Check-out time is 10 AM on the date of departure. Please observe this rule as housekeeping staff needs time to prepare the Property for the next guests. RENTER MAY BE CHARGED UP TO ONE (1) ADDITIONAL NIGHT RENTAL IF PROPERTY IS OCCUPIED AFTER CHECK-OUT TIME. Upon leaving, please secure all windows and doors, wash dishes, and clean out the refrigerator. Trash should be placed in either the location designated in the guest services guide or trash bags placed in rubbish container in the garage. Leave used beds unmade. Unless otherwise designated otherwise, keys should be placed in the key drop at the check-in location. Renter is responsible for leaving the Property in a like arrival condition upon departure. If your rental requires extra cleaning because it is left in a condition unlike arrival, you may be charged an additional cleaning fee.

**DAMAGE AND ADDITIONAL CHARGES:** Damages occurring during the occupancy, including lost keys, garage and TV remote controls are the Renter's responsibility and must be reported to Tomasso Vacation Rentals immediately. Two (2) keys will be issued at check-in. There is a \$50.00 per key/garage remote charge for each item not returned. If the cost of the damage repair or replacement is indeterminable by the time of departure, the Renter shall remain responsible for such costs, exceeding the amount covered under ARDI and agrees to pay TVR promptly. DO NOT WAIT UNTIL CHECK-OUT TO REPORT PROBLEMS.

**INSPECTION AND REPAIRS:** Access for the repair or replacement of fixtures, appliances, furnishings and equipment may be made by TVR during the rental period.

**LIMITATIONS OF REMEDIES, DAMAGES AND INDEMNITY:** a) In the event of fire, eminent domain, act of nature, delay in maintenance, or any other reason whatsoever, Renter agrees that Tomasso Vacation Rentals' or Owner's sole liability as a result of any such condition is a refund of the prorated rental for each day Renter is unable to use the property. b) Renter understands that there are inherent risks associated with any property, including risks associated with the use of pool, hot tub, whirlpool, sauna, fireplaces, grills, etc. Renter represents and certifies that he/she is thoroughly familiar with the proper use of the Property, including any appurtenances, fixtures and equipment in and upon the premises. Renter shall be responsible for Renter's guests and group members. Renter agrees to release and indemnify the Owner and Tomasso Vacation Rentals from and against all liability or loss should anyone be injured upon the premises during the rental period resulting from any cause whatsoever, except in the case of a personal injury caused by the negligent act of the Owner. Renter further agrees that Renter is responsible and liable for, and will pay upon request any damages that occur to the Property or any portion thereof due to Renter's or his/her guest's misuse, or negligent use of the Property or any portion thereof. c) Renter shall not be entitled to any refund or rebate due to delay in check-in, early check-out, unfavorable weather, temporary disruption of utility services, malfunctioning or dissatisfaction with equipment/appliances/furnishings or condition of property, construction and associated noise. d) Renter agrees to hold Owner and TVR harmless of any liability for injury or damage resulting from accident, injury, or loss of enjoyment resulting from weather, inoperable appliances, or equipment.

**TERMINATION:** If Renter or any member of his/her rental group violates the terms of this Agreement, then Tomasso Vacation Rentals may, at its sole discretion, terminate this Agreement with no refund of the unused portion of rent and may enter the premises and remove Renter, the members of his/her group and

their belongings. A material breach of this Agreement shall include, but is not limited to the careless and reckless use of the Property.

**CANCELLATIONS:** In the event of a cancellation, notice must in writing to: Tomasso Vacation Rentals at 300 3<sup>rd</sup> Street, Ocean City, NJ 08226. If a reservation is canceled sixty-one (61) days prior to the arrival date, one hundred (100) percent of the rental amount, less the reservation fee of \$50 and a \$150 cancellation fee will be refunded. If cancelled between thirty-one (31) days and sixty (60) days prior to arrival date, fifty percent (50) of the rental amount, less the reservation and cancellation fee will be refunded. There are no refunds for reservations cancelled within thirty (30) days of the arrival date. **TRAVEL INSURANCE** IS HIGHLY RECOMMENDED TO PROTECT AGAINST UNEXPECTED TRAVEL DELAY, CANCELLATION, OR INTERRUPTION.

Thank you for making your reservation with Tomasso Vacation Rentals. We are confident compliance with these policies, terms, and conditions will help all guests have a safe and enjoyable vacation. Renter understands all rules, charges, and fees that may be levied and authorizes Tomasso Vacation Rentals to charge any fee due resulting from violations to this Agreement to his/her credit card.