

## DURKIN COTTAGE REALTY – SUMMER/VACATION POLICY AND

### TERMS AND CONDITIONS

Upon reservation we require a payment of half of the rental amount and a \$50 (non-refundable) reservation fee. This is required at the time of your reservation. The balance of the rental amount, tax, Cleaning, Damage Waiver, Additional Security and Pet Fees (where applicable) will be due 90 days prior to arrival. Any reservations made inside of 90 days will require everything to be due upon reservation. All reservations contain the following:

- Reservation fee \$50.00 (non-refundable)
- Rent (plus 8% tax)
- Cleaning fee (\$100-\$500 non-refundable)
- Pet fee(s) (where applicable)
- Travel insurance (recommended/required where applicable)
- Additional Security Deposit (\$200-\$1000 refundable)
- Damage Waiver
- Service Fee (3% service fee for credit/debit card payments)

(Additional Security Deposits are mailed back in the form of a check within 20 days departure)

**PAYMENT METHOD:** We accept all major credit cards in addition to personal checks, bank checks and money orders. **WE DO NOT ALLOW CREDIT CARD FOR PAYMENT ON BEACHFRONT RENTALS AND SELECT PROPERTIES.** All non-US bank drafts and or checks are subject to collection and processing fees. To avoid excessive bank fees, we require obtaining drafts on US banks. Credit card information will be retained through this rental and used to process your next payment unless we are informed differently.

#### **Payment Options include:**

Personal Check, Bank Check & Money Orders with no service fee

ACH/Direct debit from a bank account- use your bank routing number and account number to make a bank payment with no service fee

Credit/Debit card (Visa, MasterCard, AMEX, Discover)-use your credit/debit card to make a payment. A 3% service fee will apply.

**CANCELLATION POLICY:** Cancellations must be verbalized in the form of an email. If we are able to re-rent the property for that period of time for the same amount, all monies less 20% cancellation fee on total rent, \$50 reservation fee and 3% credit card processing fee (if reserved with a credit card) will be refundable. Any refunds due will be processed by check or credit card 30 days after satisfactory subject rental period is over. If unable to fill the reservation, monies paid will be forfeited. We do not guarantee that we will be able to rent the accommodation for what was originally paid. All re-rentals are at our discretion. *Durkin Cottage Realty highly recommends customers purchase Travel Insurance*, which may be done at the time of reservation or through other insurance company after reservation is made. To obtain more information CSA Travel Protection 866-999-4018.

**CHANGING/TRANSFERRING A RESERVATION:** Any change or transfer to a confirmed reservation within the same property is subject to a fee and handled on a case by case basis. Changes from one property to another are subject to cancellation policy.

**ACT OF GOD:** Subject to Durkin Cottage Realty's Cancellation Policy and Refund Policy herein, it is expressly agreed that Durkin Cottage Realty or the property owner will not be held responsible and will not issue a refund for any reservation that are canceled, prevented, restricted or interfered with by circumstances beyond it's reasonable control, including without limitation, earthquake, unfavorable weather, maintenance issue and or inoperable appliances or faulty equipment, faulty equipment fire, flood, Act of God, hurricane, red tide, utility systems, storms, wars, civil or military disturbances, environmental hazards, or any other cause whatsoever beyond the reasonable control of Durkin Cottage Realty and property owner. In the event you attempt to cancel your reservation, arrive late, depart early, or otherwise alter your reservation as a result of any of the foregoing, you will be subject to Durkin Cottage Realty's Cancellation and refund policy as detailed herein. *Travel Insurance* can be a solution to help mitigate the risk for some of these issues, most insurance carriers offer CFAR (cancel for any reason), which is an upgraded plan not otherwise covered in a base plan.

**REFUNDS:** In the event of cancellations, refunds are subject to Durkin Cottage Realty's ability to re-rent the accommodation for the dates you reserved. Cancellations, non-arrivals, late arrivals, early departures, or alterations that result in a loss of revenue to Durkin Cottage Realty will be charged. *It is highly recommended you take out travel insurance* to cover the cost of your rental in case of cancellation. We will make every effort to re-rent a property if the situation arises.

**CONFIRMATION OF RESERVATION:** If you choose to reserve through Durkin Cottage Realty, we will automatically send you a confirmation and email containing a link to these terms and conditions. Payment of the reservation will be the acceptance of the terms and conditions. Our website runs live reservations, so your booking is confirmed at the time it is placed online. \* While unusual, Durkin Cottage Realty reserves the right to cancel any reservation subject to issuing a full refund.

**TRAVEL INSURANCE:** We highly recommend you take out a comprehensive trip cancellation insurance to cover unforeseen eventualities. You may inquire about upgrading your plan to CFAR (cancel for any reason). For details please click on this link for CSA Travel Protection 866-999-4018, [http://www.csainsuranceservices.com/blasts/pdf/G-330CSA\\_WhyBuyFlyer\\_Coastal-Beach.pdf](http://www.csainsuranceservices.com/blasts/pdf/G-330CSA_WhyBuyFlyer_Coastal-Beach.pdf) This is the company we work with, however you are welcome to use any other company that offers *trip cancellation insurance*. If you are traveling from a great distance, by plane, over the age 65, have pre-existing health conditions etc. we highly recommend that you to purchase trip cancellation insurance.

### **CHECK IN/ OUT:**

**CHECK IN: Between the hours of 3pm and 5pm** At the Durkin Cottage Realty office located at 815 Point Judith Road, Narragansett, RI 02882. We encourage you to email our office within 24 hours prior to check in to inquire if the property you have reserved will be available any sooner. Please do not come to our office prior to 3pm unless you have been

notified that the house is available sooner. We have limited parking at our office. If you are planning to arrive later than 5 please notify us and we will make special arrangement for key pick up. If for some reason there is a balance on your reservations, we cannot allow a late check in. At NO time is it okay to go to the property before formally checking in at the Durkin office. If you do go to the property prior to checking in at the office, there may be a deduction from your Security Deposit equal up to one additional days rent.

**CHECK OUT: Check out is 10am.** You must be fully vacated from the property by 10am, this includes any cars, boats, trailers etc. All keys and or parking passes must be returned to the Durkin office. There is a short period of time to prepare the properties for the next renters, so time of the essence. Failure to check out on time may result in a charge of up to one days rent. A charge of \$25/per key will be charged to the guest for any keys not returned.

### **DAMAGE/WAIVER:**

As a guest of Durkin Cottage Realty the tenant pays a Damage Waiver (DW) fee, on each reservation. Under the damage waiver you will not be required to pay for accidental damage to the unit or the personal property of Owner contained within the premises, up to an aggregate limit of \$1,000. Damages exceeding this limit will be the responsibility of Guest. If damage is in excess of \$1,000, The Agent or Owner has the right to charge the credit card on the reservation. Damages must be immediately reported in writing by email and prior to check-out (not at check out) for Agent to inspect/repair/replace said damages. Time is of the essence. Exclusions within the DW plan specifically limit Guest's coverage and do not cover or release Guest from liability for damage due to the following: (a) intentional, willful, reckless, negligent, or malicious acts of Guest or others on the premises during the tenancy; (b) damage by permitted or unpermitted animals; (c) theft from the premises of either Owner's property or property belonging to Guest; (d) gross negligence of Guest or intentional misuse of furnishings, appliances, equipment, or other amenities provided with the home; (e) damage caused while under the influence of alcohol or drugs; (f) damages to real property resulting from operation of any motorized vehicle by Guest; (g) any breach of the lease agreement; (h) Guest not following check-out procedures; and (i) Guests failure to follow the instructions of the Owner, Agent, or any authorized representative of Owner or Agent that results in damage or costs from failing to follow such instructions. Some things that are not covered by the damage waiver are including but not limited to umbrellas breaking or causing damage to other items when not properly secured, or damage to the umbrella itself from not being put away properly, damage to grass or any landscaping appurtenances due to vehicles parking where not allowed, or damage to storm doors due to not being latch properly and any damage done by smoking inside house. The coverage of the DW plan, as well as the exclusions contained herein, provided to guest shall extend to all members of Guest's party and guests thereof. Agent will have ultimate Administrative Authority in approving or denying DW claims. Denied claims are the financial responsibility of the guest. Any collection fee's, attorney fee's will be billed to guests credit card.

**DAMAGES / ACCIDENTS:** Guest(s) agree to inform Durkin Cottage Realty by email as to any damages accidents that occur to the premises, to both real property and or personal property during your rental period. Anything unusual or out of place needs to be reported to DCR immediately by email not phone, not at the time of your departure. We will do our best to remedy any situation you may have upon check in as soon as reported.

**SUBLETTING:** This is prohibited. Guest acknowledges that the rental property may not be sublet. Subleasing shall immediately void any agreement with no refund. If you make a reservation you are acknowledging that you will be there for the duration of the rental period.

**DEPARTURE REQUIREMENTS:** Please be sure to bag all your trash and place in receptacles provided, you do not need to move them, the rubbish company pick up from that location. **DO NOT BAG YOUR RECYCLABLES!** Place in loose recycles in specified bin alongside the garbage receptacles. More instructions may be found on the refrigerator in your unit regarding pick up day et. Do not leave any trash in the property. If you have extra trash, please notify the office and we can give you special instructions for where to place it.

**CLEANING:** You have paid a cleaning fee, however, you do need to leave the home in “broom clean” condition, empty food from cabinets and refrigerators, do not leave dirty dishes in sinks or on counter tops and be sure to empty dishwashers. Please be sure to leave grill clean for the next person. If the property that you rented has a gas grill, it is renter’s responsibility to fill, please make sure not to leave empty for the next renter. Be careful not to inadvertently remove any items from the home that may belong to the owner, such as bedspreads, mattress, pillows etc. Any missing items that need to be replaced prior to next renter will be charged to you.

**OCCUPANCY:** Only the number of guests in your reservation confirmation are allowed to stay at the property. Our vacations rentals are “family” oriented. You must be over 25 years of age to make a reservation. We reserve the right to restrict groups. Each home has a maximum number of guests that it allows, if you exceed this number it could terminate your rental agreement without refund and retain all funds as liquidated damages.

**EMERGENCIES:** After hour emergencies, you may contact our regular business line and be directed to our emergency line. Please be sure if you use our emergency service that you are calling about an actual emergency and not something that can wait until the next business day. The person that you will be contacting on the emergency line is not local or onsite. Non-emergency calls will be billed to the guest at a minimum of \$100. If you have an emergency above what we can do for you, please call 911.

**NOISE / DISTURBING THE PEACE:** After 10pm there is a town noise ordinance in effect. Please be mindful of your neighbors. Keep noise, loud music, voices etc. to a minimum. If the police or DCR are called for a disturbance we reserve the right to terminate the rental agreement immediately without refund.

**CONSTRUCTION:** In the event of neighboring constructions, Durkin Cottage Realty shall not be held responsible to provide any type of advance notification to incoming guests., as we may not be aware and out of our control.

**EVENTS:** Durkin Cottage Realty does not allow any events to be held at any property. This includes any large gathering, wedding, wedding reception, rehearsal dinners etc. If you are interested in having an event at a near by venue we can try and point you in the right direction or you may contact our local Chamber of Commerce.

**ACCOMMODATIONS:** In the event of circumstances beyond our control, DCR reserved the right to substitute the accommodation for an alternate accommodation if necessary. If this were to happen, we would inform you of any change made to your reservation prior to you arriving for your vacation.

**PROPERTIES FOR SALE – REALTOR SHOWINGS:** There are instances where properties are for sale and from time to time it is necessary to show to potential buyers. For vacation rentals the State of RI does not require notice be given. We will do our best to inform for you of any showings but in some cases it may be last minute, we will do our best to limit the number of showings but reserve the right to show as needed.

**PETS:** MOST OF OUR PROPERTIES DO NOT ALLOW PETS either due to the owner's preference and or allergy concerns. Please make sure that the home that you are reserving will allow a pet. If a pet is to be allowed (approved by Durkin Cottage Realty) there is \$100 non-refundable fee per pet, the pet must be under 20 lbs and a breed that is non-shedding and hypo allergenic. Approved pets are never to be left unattended in or on the premises unless in a crate. All animal droppings must be picked up and disposed of by the guest. Durkin Cottage Realty reserves the right or charge guests Security Deposit and or bill guest for any pet related damage and or clean up. It is never okay for a "visiting" pet for any period. If a guest brings a pet without obtaining authorization a 25% surcharge as liquidated damages on the total cost of the reservation will be charged and DCR reserves the right to terminate the rental agreement without refund.

**SMOKING:** Smoking inside any rental property is strictly prohibited. If smoking in the premises occurs DCR reserves the right to terminate the rental agreement and hold security deposit as liquidated damages.

**FIREWORKS:** Are prohibited on the rental premises at any time, failure to comply will result in Security Deposit being forfeited and held as liquidated damages.

**CAMPERS/TENTS:** Both are prohibited on the rental premises at any time without permission. A small pup tent for children are allowed, however, they need to be moved or relocated daily.

**UMBRELLAS:** We can not guarantee an umbrella is at the property even if the umbrella is in the photo.

**LOST AND FOUND:** Be sure to do a thorough walk through of both the inside and outside of the rental property prior to your departure. We will do our very best to get any personal items left returned to you in a timely manner, however, DCR shall not be liable for any personal items. The guest is responsible for all mailing and or shipping charges associated with the return.

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815 Point Judith Road, Narragansett, RI 02882  
401-789-6659