

# Destin Luxury Rentals, Inc.

## Amenities Use and License Agreement

Licensor: Destin Luxury Rentals, as manager of Palazzo Del Sol and Destin Luxury Rentals, Inc properties.

Licensee: Name \_\_\_\_\_  
Address \_\_\_\_\_  
Phone \_\_\_\_\_  
E-mail \_\_\_\_\_

Property to be used: Palazzo Del Sol ( also called the "Amenity")

Intended use of Amenity \_\_\_\_\_ also called the "event"

**Please state event**

Use dates and times ( Also called the " License Term")

Access for Set-Up \_\_\_\_\_

Event Commencement \_\_\_\_\_

Event Completion 10: 00 P.M

Clean Up Completion 11:00 P.M

Guest Limit: 130 persons

Fees:

Use Fee: \$2000.00 Non-Refundable Event Fee

Deposit: \$2000.00 Refundable ONLY if no damage occurs to the property.

Rents: \$

Tax: \$

Clean \$

Balance Due: \_\_\_\_\_

Credit Card Information:

**Master Card OR Visa** : Please circle one

Name of card holder \_\_\_\_\_

Card Number \_\_\_\_\_

Card Expiration Date \_\_\_\_\_

**Note: We must have a credit card number on file.** You may opt to pay by either money order or cash. We will except personal checks but we must have them within 21 business days prior to the special event. All fees including event fee and rent ( taxes, clean fee etc.) are due within 21 days of event. A deposit is required to reserve Palazzo Del Sol. Deposits will be returned within 10 days after departure as long as NO damage has occurred. **No pets are allowed on the property without permission from the owner**

**1. Set Up and Completion of Event:** Licensee understands that the event, including all music & other amplified sounds, must end by 10:00 P.M.

All guests, not staying at the property, must exit the property within 30 minutes of completion. If the event goes past the required cut off time the licensor has the right to charge \$500.00 per hour as a “hold over” fee. Licensee hereby authorizes the Licensor to charge any “hold over” fee to the credit card on file or to hold the “ hold over” fee out the security deposit.

**2. Condition of Amenity:** The Amenity is accepted by Licensee in its current condition. Licensor has no responsibility to make any alterations or provide any equipment, installations, utilities or services for the Event that are not already established. The Palazzo Del Sol will have power, water and cable.

Licensee understands that “Holiday Isle” is a homeowners community and Destin Luxury Rentals for Palazzo Del Sol cannot be responsible for events going on in the area or surroundings or actions by homeowners in that community as well. Destin Luxury Rentals and the owner of Palazzo Del Sol are not responsible for any interference with the event caused by third parties.

**3. Release of Liability:** Licensee hereby releases and agrees to hold harmless Licensor, owner of Palazzo Del Sol and the Holiday Isle Homeowners Association, Inc. from and against (1) any and all claims for personal injury or property damage arising from or in connection with Licensee’s use of the Amenity, and (2) any liability for any failure to make the Amenity available as required under this Agreement in excess of the actual out of pocket costs and expenses incurred and not recovered by the Licensee as a result of the failure. The foregoing release shall not apply to claims which are the result of the gross negligence or willful refusal to comply with the agreement by Licensor or owner of Palazzo Del Sol but in no event will Licensor, owner of Palazzo Del Sol or Holiday Isle Homeowners Association ever be liable for any consequential or punitive damages.

**4. Licensee’s Property:** Any property which Licensee or its guests, invitees, or vendors brings into Palazzo Del Sol in connection with the Event ( Licensee’s Property) as well as it’s placement within the Amenity, must be approved in writing in advance by Licensor. None of the Licensee’s property may be placed or stored, even temporarily, outside of the Amenity without Licensor’s consent. All of the Licensee’s Property shall be kept and maintained at Licensee’s sole risk and Licensor shall have no liability for any damage to, or loss of Licensee’s property. The amenity must be left in a neat and clean condition and all Licensee’s property removed prior to the Clean-Up completion time set on in the basic terms. Licensee acknowledges that any Licensee’s property remaining at or around the Amenity may be disposed if not claimed within a few weeks. We will contact you if we find valuables. If large equipment or heavy items are left you may be charged a fee to dispose of these items or it may come out of security deposit.

**5. Vendors:** Licensee will be responsible for the actions of its vendors.

**6. Trash Removal:** Please make appropriate arrangements to have all trash disposed of after the event is over. The clean fee does not cover trash removal services. Licensee will be charged a extra fee if trash from event is not removed in full from the property.

**7. Damage to Property:** In the event that any damage occurs to the property Licensor is authorized to charge such costs of repair to the credit card on file.

**8. Additional Restrictions:** Licensee shall be responsible for the behavior of the attendees at the event. Licensee agrees to comply and cause the vendors and attendees at the event to comply with the following: (I) No fireworks, laser lights, strobe lights or similar visual displays are permitted at Events; (II) No live animals, other than those assisting persons with disabilities recognized by law, are permitted at Events; ( III) No glass bottles may be served to attendees and other glassware is not permitted to be taken from the

Amenity; (IV) All music and other sounds shall be kept at levels respectful of the residents within Holiday Isle (Gulf Shore Drive) and shall be lowered immediately upon the request of Licensor; (IV) If alcoholic beverages are to be served at an Event, Licensee will establish procedures to insure responsible consumption of alcoholic beverages by its guests.

**9. Attorney's Fees:** In any action to recover any amounts due under this agreement, the prevailing party shall be entitled to recover all reasonable attorney's fees and costs incurred.

Licensor and Licensee has executed this Agreement, effective on the date executed by the last of Licensor and Licensee.

“LICENSOR”

“LICENSEE”

\_\_\_\_\_  
Destin Luxury Rentals, Inc

\_\_\_\_\_  
Responsible Party

BY: \_\_\_\_\_  
Donna Wilson or Wanda L. Nutt

\_\_\_\_\_  
Please print your name in full

Date: \_\_\_\_\_

Date: \_\_\_\_\_