



EVERGLADES ISLE

RENTAL TERMS AND CONDITIONS

Thank you for choosing Everglades Isle!

These Terms and Conditions ("Terms") are a binding legal agreement between you ("Resort Guest") and Everglades Isle that govern your use of the Everglades Isle Resort and/or Everglades Isle rental offerings such as motor coach lots, golf carts, bicycles, and/or watercraft ("Rental Offerings"). When used in these Terms, "Everglades Isle," "we," "us," or "our" refers to Barron River Marker #55, LLC, (including its agents, employees, and affiliates) with whom you are contracting.

[EVERGLADES ISLE RESORT RULES](#)

All Resort Guests must read, understand, and agree to follow the Everglades Isle Rules and Regulations. The Rules and Regulations cover important topics like motor coach standards, parking and storage, general information, site rules, prohibited conduct, pool, and pet rules. The Rules and Regulations are available at the front desk and on the Everglades Isle website. If you have any questions regarding the Rules and Regulations or your Rental Agreement please ask the front desk.

[ARRIVAL, CHECK-IN, AND REGISTRATION](#)

All Resort Guests must check-in and register with the front desk. Everglades Isle staff will assist with parking and utility hook-up.

All motor coaches must be Class A or Super C, twelve years or newer, at least 36' or longer, and in excellent condition.

Check-in time is 1:00pm. Early check-ins may be accommodated, depending on availability and with prior approval from management.

Check-out time is 11:00am. Late check-outs may be accommodated, depending on availability and with prior approval from management.

Arriving by Motor Coach:

As you enter Everglades City, you will drive over a small bridge. We are the second drive to the right, after crossing the bridge. When you approach our gated community, please call (239) 695-2600 or use the call box on the right-hand side of the entrance to have the gate opened. On entry, all resort visitors and guests must check-in at the front office, located in the Everglades Isle Club House. Once check-in is complete, you will receive a welcome packet and a member of our staff will guide you to your site.



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Arriving by Boat:

Please contact our Resort Manager, Dennis Guess, at (419) 265-9244 when you pass Channel Marker 44. Dennis will coordinate with a member of our staff to meet you at the dock and assist with check-in.

UTILITIES AND GATE TRANSMITTER

All motor coach site and boat slip rentals are required to pay a utility fee. Please contact the front desk for more information.

Gate entry transmitters are available with no deposit required. They can be obtained at the front desk and returned to the front desk prior to departure. If the gate entry transmitter is not returned by the end of the reservation period, a fee will be assessed and charged to your credit card. Please contact the front desk for more information.

RESERVATIONS POLICY

Everglades Isle offers Seasonal, Monthly, and Short-Term Rentals of Motor Coach Lots, Golf Carts and Watercraft. The Reservations and Cancellation Policies for Seasonal and Monthly rentals is different than for Short-Term Rentals. All reservations of Motor Coach Lots, Golf Carts, and Watercraft are subject to the Everglades Isle Terms and Conditions. Motor Coaches and Recreational Vehicles are subject to approval by Everglades Isle and are limited to a maximum occupancy of 4 people to a motor coach or recreational vehicle.

Seasonal and Monthly

Reservations for Seasonal and stays greater than or equal to 30 nights may be made up to 12 months in advance of the planned stay. Non-refundable deposits are required in order to make and hold your reservation and will be governed by our Cancellation Policy. Seasonal and Monthly Rentals require you enter into our Rental Agreement and are subject to the Everglades Isles Terms and Conditions.

First Non-Refundable Deposit: Twenty percent (20%) of your total booking cost is required as a non-refundable deposit and is due at the time of booking to make a reservation.

Second Non-Refundable Deposit: An additional thirty percent (30%) of your total cost is required as a second non-refundable deposit and must be made by the July 15th preceding your reservation date. Your original payment method will be automatically charged within 14 days of this date. Any changes in payment method must be communicated to one of our reservation agents prior to July 15. A 7-day grace period will be



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provided as a one-time courtesy for any unsuccessful payments. IF YOU DO NOT MAKE THE SECOND NON-REFUNDABLE DEPOSIT by July 15, your first non-refundable deposit is forfeited and the reservation will be cancelled.

Final Payment: The balance of your total cost is due at the check-in of your stay.

Short-Term Rentals

Short-Term Rentals are defined as any rental period less than one month. Everglades Isle offers Short-Term Rentals subject to its Terms and Conditions and require you enter into our Rental Agreement and are subject to the Everglades Isles Terms and Conditions.

Full Payment is required at time of booking and is subject to our Cancellation Policy. In general, Short Term Rental cancellations are not refundable.

Short-Term Rental reservations cannot be made more than 90 days in advance of the reservation date.

Everglades Isle reserves the right to switch your reservation between Motor Coach Lots within Everglades Isle Motor Coach Retreat.

CANCELLATION POLICY

If you cancel a Reservation, the amount refunded to you is determined by whether you have a Short-Term Rental or a Long-Term Rental and when the cancellation is initiated.

Seasonal and Monthly

The First Non-Refundable Deposit made at the time of your booking is not refundable if you cancel your reservation and/or do not make your Second Non-Refundable Deposit by July 15th. The Second Non-Refundable Deposit is not refundable if you cancel your reservation after July 15th preceding the season of your planned stay.

Early departures, whether initiated by the renter or by Everglades Isle due to a breach of the Everglades Isle Terms and Conditions or the Everglades Isles Motor Coach Retreat Rules and Regulations will be charged for the entire planned stay and no refund will be issued. Everglades Isle reserves the right to cancel your reservation for any reason. In the event Everglades Isle cancels your reservation without cause, a prorated refund will be issued. In no event will Everglades Isle be liable for damages or costs associated with your travel plans due to cancellation of your reservation.



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Short Term Rentals

Full Payment of the total reservation cost is required at time of booking and is non-refundable. There are no credits, refunds, or prorations for early departures. Everglades Isle reserves the right to cancel your reservation for any reason. In the event Everglades Isle cancels your reservation before it begins, a full refund will be issued. If you breach these Terms and Conditions or the Everglades Isles Motor Coach Retreat Rules and Regulations, you may be asked to leave Everglades Isle and no refund will be issued. In no event will Everglades Isle be liable for damages or costs associated with your travel plans due to cancellation of your reservation.

[BOOKING MODIFICATIONS](#)

You agree that Everglades Isle retains the right to cancel or alter your reservation, as needed, at Everglades Isle's sole discretion. Everglades Isle reserves the right to refuse service to or cancel the reservation of any Resort Guest for any reason.

[GOLF CART, WATERCRAFT, and BICYCLE RENTALS](#)

Everglades Isle offers Golf Cart, Watercraft, and Bicycle rentals to Resort Guests subject to additional requirements and rental agreements. For more information, please contact the front desk.

Renters of golf carts, watercraft, and bicycles acknowledge the risks inherent in these activities and willingly assume these risks. Renters of golf carts, watercraft, and bicycles will educate themselves as to operation and operate in a safe manner as to not endanger themselves or others.

[CONDITION AND RETURN OF RENTAL OFFERINGS](#)

You agree that you received all Rental Offerings in good condition. You agree that you will return all Rental Offerings in the same good condition less reasonable and ordinary wear and tear. You agree to pay for any damage to Rental Offerings and authorize Everglades Isle to charge your credit card, in its sole discretion, up to the cost of repair or replacement, whichever is greater.

[CREDIT CARD AUTHORIZATION](#)

You hereby authorize Everglades Isle to charge your credit card on file for all agreed upon purchases and/or as authorized by you Rental Agreement or these Terms.



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YOUR RESPONSIBILITIES and ASSUMPTION OF RISK

You are responsible and liable for your own acts and omissions and are also responsible for the acts and omissions of anyone you invite to join or provide access to Everglades Isle Resort or Rental Offerings. For example, you are responsible for leaving Rental Offerings in the condition they were in when you arrived, you are responsible for paying costs for damages that you, your guest(s), or your pet(s) cause to Everglades Isle Resort or its Rental Offerings, and you must act with integrity, treat others with respect, and comply with applicable law at all times. If you are booking for an additional guest who is a minor, you must be legally authorized to act on behalf of the minor and you are solely responsible for the supervision of that minor.

You acknowledge that many activities carry inherent risks and agree that, to the maximum extent permitted by applicable law, you assume the entire risk arising out of your access to and use of Everglades Isle Resort and its Rental Offerings. For example, Rental Offerings may carry risk of illness, bodily injury, disability, or death, and you freely and willfully assume those risks by choosing to participate in those Rental Offerings. In addition, you voluntarily assume full responsibility for any risks of loss and property damage from your stay at Everglades Isle Resort and use of Rental Offerings.

LIMITATIONS ON LIABILITY

Neither Everglades Isle (including its affiliates and personnel) nor any other party involved in creating, producing, or delivering of services will be liable for any incidental, special, exemplary or consequential damages or for any damages for personal or bodily injury or emotional distress arising out of or in connection with (i) these Terms, (ii) the use of or inability to use Everglades Isle Resort, (iii) any communications, interactions or meetings you may have with someone you interact or meet with through, or as a result of, your use of Everglades Isle, (iv) any Rental Offering(s), or (v) booking of a reservation, including Rental Offerings, whether based on warranty, contract, tort (including negligence), product liability or any other legal theory, and whether or not Everglades Isle has been informed of the possibility of such damage, even if a limited remedy set out in these Terms is found to have failed of its essential purpose.

In no event will Everglades Isles' aggregate liability for any claim or dispute arising out of or in connection with these Terms, your interaction with any Resort Guests, or your use of or inability to use Everglades Isle Resort, or any Rental Offering, exceed the amount you paid as a guest during the 12-month period prior to the event giving rise to the liability.

These limitations of liability and damages are fundamental elements of the agreement between you and Everglades Isle. If applicable law does not allow the limitations of liability set out in these Terms, the above limitations may not apply to you.



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INDEMNIFICATION

To the maximum extent permitted by applicable law, you agree to release, defend (at Everglades Isle's option), indemnify, and hold Everglades Isle (including agents, employees, affiliates, and their personnel) harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with: (i) your breach of these Terms (including any supplemental or additional terms that apply to a product or feature), any applicable rental agreement, Everglades Isle Rules and Regulations (ii) your improper use of the Everglades Isle Resort or Rental Offerings, (iii) your interaction with any Resort Guest, stay at Everglades Isle, participation in an Rental Offering, including without limitation any injuries, losses or damages (whether compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of such interaction, stay, participation or use, (iv) your breach of any laws, regulations or third party rights.