



TERMS AND CONDITIONS

as of October 31, 2022

Bella Terra RV Resort is restricted to Class A Motor coaches only with a minimum length of 32' and no older than 15 years at time of arrival.

PAYMENT AND REFUNDS: A credit/debit card is required to secure your reservation. Balances are due five days prior to arrival dates; a 2.5% credit card fee will be applied to balances. One-night stays require the full balance, plus tax, to be paid at time of reservation. No refunds are given on one-night stay reservations. A deposit of \$100 is required on reservations less than 30-days and \$150 is required for each monthly reservation. If a guest makes a reservation within a five-day arrival date, balance is due at time of booking. If guests request the balance be paid in cash or by a check, at check in, Bella Terra will make an exception to process a cash payment at that time. However, if the reservation is canceled within the day arrival window, the balance will be charged on the credit card the deposit was made with. *All reservation deposits and balances paid in full are non-refundable.* Weekly and monthly reservations at the time of booking will be entered at the weekly and/or monthly rates. When a guest is on a reservation less than one week or one month and they want to extend their reservation, the extension can be made based on lot availability, but discounted rates are not calculated when days are added. No refunds are issued for early departure except for in the event of a government mandated evacuation due to inclement weather. Additional payment and refund policies are outlined in specific sections throughout these Terms and Conditions. Traveler's checks, cashier's checks and major credit cards are welcome.

CANCELLATIONS: No refunds are available on any deposit. Balances on all reservations are processed 5-days prior to the arrival date. All cancellations made within the 5-days prior to arrival become non-refundable. No-shows are also considered as cancellations and no refunds are given. While every effort is made to endorse and complete a verbal request to cancel a reservation, guests are responsible for ensuring an email is received confirming the cancellation.

RENT, OCCUPANCY, UTILITIES, MISC CHARGES: Rental rates are based on a 6-person occupancy regardless of age. Among the charges found on your confirmation are Rent, Taxes, and Processing Fees. Monthly rates do not include electric fees. All electric used will be billed in addition to the monthly rate at \$0.14/kw and applied to the guest's credit card on file at the end of the month. Nightly & Weekly rates include all utilities except when guests are traveling in motorized electric vehicles. All reservations with guests traveling in motorized electric vehicles will be billed in addition to the rental rate at \$0.14/kw and applied to the guest's credit card on file at the end of the reservation. Meters will be read the day of arrival and the day of departure. Other fees may apply (motorcoach or vehicle wash, unreturned/lost gate cards, propane tanks (*when available*) for grills/fire pits, toy box storage facility, or tow tags, etc.). Personal propane bottles brought in by a guest and left by a guest upon departure will incur a fee for the disposal of the bottle. Guests agree to be financially responsible for any damage that they may cause to lot amenities, including but not limited to landscaping, electrical transformers, the pedestal, parking pad or patio. All credit card charges for miscellaneous items have an additional 2.5% credit card fee applied.

CHANGES: For nightly/weekly reservations, date changes made at any time will incur a \$30 change fee. Date changes to monthly reservations are applied with a \$50 change fee per reservation. Change fees are applied to the guest credit card at the time the change is requested, and fees are non-refundable. Where date adjustments result in needed property changes, or when a guest requests to change a property, the original deposit will not transfer to the new property. The original deposit is forfeited and not transferrable. Reservation changes from one season to another season If a new reservation is required, a new deposit for that property is also required. Property change requests are based on availability and are not guaranteed. Credit card charges for changes or cancellations have an additional 2.5% credit card fee applied.

SEASONAL RATES: At Bella Terra we have established two seasons. Our “Peak” Season runs the first Sunday before Thanksgiving, and it runs through April 30th of the next year. All other months fall under our “Regular” Season. Our posted rates for each season are subject to change without notice. However, if you have booked a reservation and it has been confirmed, the rate at which it was booked will be honored.

HOLIDAYS: Three-night stays are required on holiday dates. Holiday dates include more than just the day a holiday falls on. Deposits and cancellations noted above apply for all holiday dates.

DISCOUNTS: Bella Terra appreciates our service members, and we honor a 10% discount for both current and prior military guests. We also accept FMCA memberships for a 10% discount. Military and FMCA discounts may not be combined; a 10% discount is the maximum discount permitted. Discounts do not apply on all lots. Nightly additions to weekly or monthly reservations are not discounted. Guests are responsible to ensure appropriate identification and memberships are presented at check in. If balances are processed prior to a guest acknowledging discount eligibility, we are not able to refund the difference of the discount. Bella Terra’s weekly and monthly rates are already discounted so the 10% discount is only offered on reservations that are three or six-night stays. Holiday dates, two, and one-night stays are not eligible for discounts.

HOURS OF OPERATIONS: Central Time operating hours are 9:00 AM - 5:00 PM Monday - Friday, 9:00 AM - 4:00 PM Saturday, and closed on Sunday.

RESORT QUIET HOURS: Bella Terra imposes quiet hours within the community, and we ask all to comply. Quiet hours are Monday – Sunday 10:00 p.m. – 8:00 a.m. However, we respectfully request that after hour arrivals not arrive past 8:00 p.m.

CHECK IN: All guests are required to check in at the Bella Terra Welcome Center to review and sign the rental agreement, guest waiver form, and to accept a gate card. Check in time begins strictly at 1:00 PM, Central Time. We respectfully reserve the window between check-outs and check-ins to ensure sites are thoroughly cleaned, sanitized, and inspected.

AFTER HOURS CHECK IN: Bella Terra is a gated community, and a gate card is required to enter the property. Please notify us prior to close of business if you plan to arrive after hours so that we can share our after-hours check in process. The latest after-hours check in is 8:00 p.m. Guests who are arriving after Welcome Center hours are required to check in at the Welcome Center the following business morning for guest registration and final processing.

CHECK OUT: Check out time is 11:00 AM Central Time on departure date. Gate cards must be turned in at the Welcome Center; gate cards not returned upon departure will result in a \$25 processing fee paid by the guest. Guests departing after 11:00 AM will be subject to a late check-out fee of \$30. Extensions beyond 1:00 PM will result in a charge equal to one night's rent plus tax. Bella Terra RV Resort reserves the right to take possession of the property in the event of non-payment and/or holdover. It is vital that checkout be strictly observed so management can prepare the property for incoming guests.

LOT AVAILABILITY: Bella Terra RV Resort makes every effort to keep reservations according to requested specifications. In such cases where lot assignments are moved, and when possible, substitutions will be as similar to that of the original accommodations. Bella Terra RV Resort reserves the right to change lot assignments without notice. No refunds or reservation discounts will be given due to changes in resort or lot specific amenities.

MAINTENANCE AND CLEANING: Our maintenance team cleans, inspects, and sanitizes all lots for every arrival. However, all guests are asked to inspect the condition of the site and amenities upon arrival to the lot. Guests are asked to please notify the Welcome Center within two hours of arrival so that our staff can address concerns. For late arrivals or Sunday arrivals, guests should call the Welcome Center to leave a message to report any concerns on the lot. Our staff will call guests back promptly on the following business day. If needed, cleaning and/or damage fees will be applied to the credit card on file upon a guest's departure. Though every effort will be made to correct the working order of any lot specific appliance or amenity, and/or resort amenity, we do not guarantee availability or service. No adjustments or refunds will be made due to maintenance issues. For additional details see "Property Condition" paragraph below.

SMOKING: Smoking is prohibited in all common areas of the Bella Terra Resort. This includes, but is not limited to, bathhouses and laundry facilities, clubhouse and any of its separate rooms, dog parks. Some lots may also prohibit smoking on the lot, or inside enclosed gazebos; please inquire with the Welcome Center.

CHILDREN UNDER THE AGE OF 17: Guests under the age of 17 must always be accompanied by an adult anywhere on Bella Terra property. Children under 17 are not permitted to drive golf carts at any time while on property. Please follow proper lot etiquette and ensure children are not walking/riding on or through neighboring lots. Fitness Room for adult use only and hot tub is restricted to 14 years and older.

MANAGEMENT: All Bella Terra RV Resort lots and amenities are individually owned. Bella Terra RV Resort manages these lots on behalf of these owners. We treat all parties honestly, fairly and in good faith. Bella Terra reserves the right to refund payments, refuse rental, or to discontinue occupancy if in our judgment, your occupancy is detrimental to the property or our staff. We reserve the right to enter premises at any time for the purpose of inspection, repair, management or showing to prospective buyers. Property may not be used for any unlawful purpose. By renting a lot you are assuming all risk of and liability for any damage done to person or property, agents, employees, or visitors occasioned by the present or future condition of the premises both latent and manifest. Neither Bella Terra RV Resort nor the property owner will be responsible for accidents or injury to guest or loss of money or valuables of any kind. Please see Safety Waiver and Damage paragraph below.

USE RESTRICTIONS: The resort provides a toy box storage facility to guests needing short-term storage space. All boats, trailers, and dollies must be stored in this facility; these items are not permitted at the sites. Bella Terra and its affiliates are not responsible for damage or theft to any property stored here; guests will park at their own risk. A fee of \$5 per day is applied to a reservation with a tow dolly if the toy box facility is needed, and \$50 per month on monthly reservations. Storage fees are applied when the reservation balance is charged. No refunds are provided on storage fees for cancellations or early departures unless a state mandated evacuation is issued. When available, Bella Terra staff may be able to assist getting tow dollies to overflow parking. Trailers of all kinds and sizes are the responsibility of the guest to transport to and from overflow parking. Bicycles, equipment, or other such similar items shall be kept neat and tidy, and when able, concealed from view of neighboring property and any roadways or streets. Two (2) licensed motor vehicles, in addition to the Class A motorcoach, may be parked on the pad. Guests will be asked to identify their vehicle(s) along with the license plate number at time of check in. At no time should vehicles or golf carts be parked on the grass. No towels, clothes, sheets, blankets, laundry, or other such articles shall be hung or exposed outside of any motorcoach. No tents, inflatable pop-ups, canopies, sheds, or other temporary or permanent structures may be displayed or used at any time on the Resort Property, except for any gazebos that are constructed by the Developer. No lifeguard on duty at the pool. All spa and pool rules posted must be followed. No swimming in the lake permitted at any time. These restrictions do not encompass the full list of restrictions pertaining to resort rental guests. For a full list, please submit a request to the Bella Terra Welcome Center at (251) 970-2370.

PETS: Bella Terra is pet friendly and we pride our community with amenities for them too. We offer two fenced in dog parks and a private dog washroom that features an elevated tile tub. Pet owners are permitted to walk pets throughout the property, but owners are responsible to always pick up after their pets. All pets must be always on a leash, and they should not be outside unattended even if the pet owner is on the lot inside the coach. We enjoy greeting your pets in the Welcome Center for fresh water and treats but pets are not permitted in our clubhouse, bathhouses, or on the pool deck. During severe inclement weather pets are allowed in the clubhouse or bathhouses providing they are on a short leash or in an enclosed pet carrier. Pets are not permitted on clubhouse furniture at any time. Additionally, some lot owner respectfully request that pets are not permitted on lot furniture or inside enclosed gazebos; please inquire with the Welcome Center. Bella Terra restricts pets to two each per family. Additionally, pet breed restrictions are enforced. Under the Bella Terra insurance policy, we are not able to accommodate reservations for guests with Pit bulls, Rottweilers, and Doberman Pinschers. Under this section exceptions are made for approved service pets; please inquire with the Welcome Center management staff.

MAIL: Bella Terra currently allows USPS mail and USPS packages to be delivered to the Welcome Center. All FedEx and UPS packages will be delivered to your site. Delivery times are based on the individual carrier schedules. Bella Terra staff will sort mail and USPS parcels only when time permits. Guests should avoid deliveries of parcels on Sunday when the Welcome Center is closed. Guests must use the physical site address of the reserved lot for all mail and packages. Under the USPS guidelines, guests are not permitted to use the 101 Via Bella Terra business address. Guests are responsible, at their expense, for having mail or packages forwarded to their next destination if items are sent to Bella Terra after a departure. If we can forward a package, the guest is responsible for sending Bella Terra a shipping label. Bella Terra is not able to forward packages without a shipping label from the guest.

GUEST TO OWNER: Bella Terra values the opportunity for our guests to join our community as an owner. Please stop by the Welcome Center to learn more about sales. If you are a guest renting a site and you become an owner, please inquire with the reservation's manager about potential fees and/or penalties for previously booked reservations.

PRIVATE PROPERTY Each individual lot within our community is privately owned. We respectfully ask that guests not infringe on another's lot or enter any structural property without the owner's consent. Even if a lot appears to be vacant, if construction is in progress, or there is no chain or barrier across the pad, etc., guests are not permitted to walk on and/or explore these lots. Owners facilitate and schedule construction and/or upgrades on their lots. The Bella Terra rental management company is not involved with scheduling or project management for owner construction. Bella Terra is not able to notify guests in advance when construction is being done around or near a lot that has been reserved.

SAFETY WAIVER AND DAMAGE: Bella Terra strives to provide a reasonably safe environment for our guests. At check in, all guests will be required to read, sign, and accept a Waiver Form. By signing, guests hold Bella Terra harmless for personal injury, death, or loss and/or damage of personal property including but not limited to vehicles, motorcoaches, tow dollies, or trailers. Bella Terra reserves the right to refund payments and/or refuse rental for guests unwilling to comply with waiver acceptance.

LOST AND FOUND: Bella Terra RV Resort is not responsible for items left on property or common areas. Please stop by the Welcome Center if you have lost an item. Retrieved items will be returned at guest's expense.

PROPERTY CONDITION: Bella Terra Gulf Shores Management requests each guest to take a measure of care with the property you have rented. Each property will be inspected upon departure for cleanliness and damage. Units where excessive cleaning is required, or damage has been found, will result in additional fees being applied to the credit card on file for that reservation. Cleaning and damage charges will be assessed after departure and upon appropriate cost determination made by our Maintenance Supervisor and Management Team.

CHANGE OF TERMS: The terms and conditions of this Agreement are subject to change without notice. This may include changing, adding, or removing terms. We may do this in response to legal, business, competitive environment or other reasons not listed here. Updated terms supersede any, and all, previous terms.