

Rules & Regulations - Whale Pointe Resort

1. **CHECK-IN.** Check-in is 4:00 p.m. or later on the day of your scheduled occupancy period, please have your photo identification available for check-in. The front desk is open 24 hours a day.
2. **CHECK-OUT.** Checkout is at 12:00 noon or earlier on the scheduled day ending your occupancy period. Turn down all thermostats to 60 degrees and check around to assure that you have all personal items. Turn all lights off and return the keys to the front desk.
3. **ENTRY.** The resort manager has a passkey to all rooms. In case of an emergency, the manager or the manager's staff may enter your unit and shall notify you as soon as reasonably possible thereafter, of the reason for such entry.
4. **NUMBER OF OCCUPANTS.** The maximum number of persons, including infants and children, which may occupy a unit, is: Studio-2, One-bedroom-4; Two-bedroom-6; Three-bedroom-8.
5. **SIGNS.** No signs, advertisements, notices or other lettering shall be exhibited, displayed, inscribed, painted or affixed to or on any part of the unit or resort property without written permission from the manager.
6. **MINORS.** No one under the age of eighteen (18) may occupy a unit unless accompanied by a person eighteen (18) or older. Children 14 and under must be supervised at all times, especially in the pool or hot tub areas. A responsible adult of at least 18 years of age must be in attendance.
7. **NUISANCES.** Any loud or disturbing activities, such as loud music or late night entertainment are prohibited. Hours of quiet for the resort are 10:00 p.m. - 8:00 a.m.
8. **ANIMALS.** No animal(s) may be brought onto the resort property, except for guide dogs or service animals.
9. **SMOKING.** Smoking of cigarettes, vaping, cigars or pipes is not allowed in condominium units or common area interiors and on the patio/balcony but is but is allowed in some outdoor common area.
10. **BARBECUING.** Barbecuing is prohibited except on patio/balcony grills and in designated areas.
11. **CLOTHES DRYING.** Towels, bathing suits and other items may not be left on patio/balconies or railings so as to be visible from other units or common area.
12. **PERSONAL PROPERTY.** Neither the Condominium Owner, FRS Vacation Rentals, Inc., WorldMark by Wyndham, nor their employees are responsible for any personal belongings left by you or your guest(s). You and your guest(s) are responsible for removing your personal property from your unit.
13. **FAILURE TO VACATE.** If you or your guest(s) fail to vacate the unit by the checkout time of the last day of your assigned Use Period, you will be subject to the repayment of all costs incurred and also resort penalties per the Resort Management Late Checkout Policy.
14. **FACILITY USE.** Only those persons who are occupying units during their assigned Use Period may use resort facilities. Some areas are restricted to adults only or are available for children only if accompanied by adults. Any children 14 years of age or younger must be accompanied by a responsible adult 18 years of age or older while utilizing the pools, indoor spa, exercise equipment and any other area deemed necessary by the resort manager.
15. **VEHICLES AND PARKING.** Parking is allowed only in designated areas. One car is permitted to park close to the units. Second cars are not encouraged but may be parked in additional parking areas and not adjacent to the condominiums. Parking on casements, double-parking, or blocking of vehicles, dumpsters, fire hydrants and building access is prohibited. There will be no parking of dirt bikes, off-road or unlicensed vehicles on the resort at any time. There is space on highway 101 for motor homes and boat trailers. Speed limit is 10 mph on resort property at all times.

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16. **DISPOSAL OF GARBAGE.** Outdoor garbage cans are for the use of owners, tenants and guests to dispose of unit garbage only.
17. **IN ROOM ENTERTAINMENT.** A local carrier provides the cable television system. VCR and DVD rentals are available at the Resort Check-In office.
18. **UNIT SUPPLIES.** There is a supply of paper towels, toilet tissue, garbage bags, dishwashing soap, and other expendable/consumable items in your room. If you need additional supply during your stay go to the front desk and they will supply you there.
19. **OCEAN FRONT PROPERTY/CLIFFS.** Foot traffic in front of the ocean front units is discouraged to preserve the privacy of each owner. ***DUE TO THE EXTREME DANGER OF THE CLIFF AREAS, WE STRONGLY ADVISE THAT YOU NOT GO BEYOND THE MANICURED GRASSY AREAS ADJOINING THE CLIFFS.***
20. **FIRE EXTINGUISHERS/EARLY WARNING DEVICES.** Each unit is equipped with several smoke detectors and carbon monoxide detectors for early warning in case of fire, gas leaks and excessive smoke. Every unit is also equipped with a fire extinguisher for your protection. You should be familiar with location of all these devices.
21. **CARE OF UNITS.** When you or your guest(s) occupy a unit you are responsible for any damage to or loss of furnishings during such occupancy, other than normal wear and tear.
22. **THEFTS OR LOSS OF PERSONAL PROPERTY.** Neither the Condominium Owner, FRS Vacation Rentals, Inc., WorldMark by Wyndham, nor their employees are responsible for the loss of any personal property by theft or any other loss on the resort grounds, in the rooms or in your vehicle.
23. **MODIFICATION.** Reorganization or removal of furniture, wall hangings, floor coverings, or redecorating of any type within the units or other areas of the resort is not permitted. No structural changes are permitted.
24. **INVENTORY.** During the maintenance inspection after each period of occupancy, a complete inventory of the furnishings and equipment allocated to each unit will be conducted. Any items that are missing or damaged following you or your guest's departure will be charged to you.
25. **SECURITY DEPOSIT.** A SECURITY DEPOSIT is required for all rentals in the form of a credit card authorization. The Guest acknowledges FRS Vacation Rentals, Inc. authority to charge the Guest's accepted credit card used in all rental transactions. All Guests agree to indemnify FRS Vacation Rentals, Inc. & Condominium Owner for any damages to the dwelling, grounds, furnishings, and household items, which are the result of the Guests occupancy, excluding normal wear and tear. The Guests credit card will be charged for any and all damages to the unit occupied by the Guest and/or his/her guest(s) during their stay.
26. **HOLD HARMLESS.** FRS Vacation Rentals, Inc. & Condominium Owner will not be liable for any accident or personal injuries that may occur during the Guests occupancy in the Rental Unit or on the property grounds. Guests agree to hold harmless FRS Vacation Rentals, Inc. & Condominium Owner.
27. **LOST & FOUND.** FRS Vacation Rentals, Inc., Condominium Owner and the Resort Management are not responsible for articles left on premises. Should any be found and Guest requests their return, then there will be a nominal fee in addition to shipping charges for handling the return of any articles found by housekeeping. There is no guarantee that any articles will be kept in the resorts Lost & Found.