

PAYMENTS & CHARGES

Payment. A down payment of 20% is due at the time of reservation. 30% for Holiday Periods. The Reservations made within 8 weeks days of the Rental Period require payment in full along with copies of the Guest's driver's license and the credit card charged.

Documentation. Copies of both sides of the credit card used for payment and of a matching government-issued photo ID are required. Reservations made less than 2 weeks in advance require in-person \$500 refundable deposit. This must be paid via Zelle, CashApp, Bank Transfer, or Cash.

Property Protection Fee & Travel Insurance. The property protection fee and optional insurance premiums are due at the time of reservation. See details at the end of the agreement.

Damage Deposit. A \$500 refundable damage deposit or credit card preauthorization is due at the time of reservation. For guests booking online and celebrating an event or Holiday, the deposit will be added after the booking is confirmed.

Deposit refunds are provided within 15 days after departure.

Pricing. Quoted prices are only valid at the time of quoting and is subject to change. The final price is not confirmed until guest has booked and paid for their selected dates.

Balance. The balance for the Rental Period is due 8 weeks prior to the Rental Period and will be charged to the credit card on file. And Guest agrees that the Guest's credit or debit card can be charged for any additional amounts due under this agreement.

Taxes. Rates are subject to local sales and resort taxes implied by the state. Which may include county tax and Florida hotel tax rates. Percentages may vary depending on county locations.

Cancellation and Changes. A cancellation fee in the amount of all payments received applies to all cancellations, for non-payment, and for not occupying the property.

Changes, when available, require approval, a \$150 fee, and payment for any increases in rental rates or fees. Reservations will be canceled with no refund if the Guest provides false information during the reservation process or plans to advertise or hosts a Party, defined as exceeding the occupancy limit.

There are no refunds for unmet expectations resulting from weather, natural disasters, pandemics, travel bans, personal or any other reason unless contained herein.

Cancellation by Fairytale Vacation Rentals. In the event of the rental property being no longer available through unforeseen damage or circumstances beyond the company's control, we will seek to offer alternative accommodation. Failing that a full refund of all monies paid to the company will be made but that will constitute the limit of the company's liability.

Cancellation by the client. Cancellations must be received in writing and are subject to the following penalties:

-- 8 weeks or more prior to arrival - loss of deposit amounts paid / For Holiday periods loss of 50% of the total reservation or all funds paid on the reservation at the time of cancellation.

-- Within 8 weeks of arrival - No Refund

Fairytale Vacation Rentals reserves the right to cancel reservations and refuse service to anyone, to the extent permitted by law. Travel Insurance is recommended. The damage deposit varies by property, and we also reserve the right to charge a higher damage deposit at our sole discretion.

Balance Due. The balance is due 8 weeks prior to arrival (or earlier). We will send out final instructions including directions and check-in details, approximately 3 weeks prior to the arrival date. For Holiday periods such as Easter/Passover, an additional 30% will be required 14 weeks prior to arrival with the remaining balance to be paid 8 weeks prior to arrival.

Guests reserving within 2 weeks before arrival (last minute) will be required to come to our Fairytale Vacation Rentals office for additional verification. Please ensure you bring with you the actual credit card used to confirm the reservation along with your government-issued ID, the person who paid and finalized the reservation must be present.

The payment Billing address and personal identification must match or the reservation will be canceled.

Verification must be completed on the day of arrival no later than 9:30 pm EST or guests will not have access to the property. Unused nights will not be refunded.

We will provide you with the arrival details after the verification process has been completed.

Additional Charges and Forfeiture. Guests are not entitled to a refund, partial or otherwise if removed or ejected from the property for violation of this agreement.

Guest will be charged what is agreed to be a nonpunitive amount as listed below for the following occurrences:

- An additional cleaning fee of double the departure cleaning fee will be charged for each unauthorized animal, in addition to any damages caused by this unauthorized animal.
- A full day rate will be charged for any 4 hours or portion thereof of late checkout.
- \$300 for each invitee or licensee who is unauthorized or in excess of the occupancy limit, failure to return keys, passes, fobs, etc., failure to secure any pool fence gates, and doors; and violating terms concerning pool equipment including pool alarm (which is a crime), air conditioning, smoke detectors, outdoor furniture, cleaning including for dirty dishes and leaving trash or other items to be disposed of, extra cleaning due to illness of member of Guest's Party, and the non-emergency use of fire extinguishers.
- The invoiced amount plus \$100 for odor removal due to smoke or otherwise, to remedy fines issued, replacement of missing items, damages not covered by the Property Protection Fee, stains, bed bug treatment, technical support, long-distance phone calls, and pay-per-view purchases.

OCCUPANCY

Maximum Occupancy. Guests must be at least 25 years old or an active member of the military; an occupant of the Property; and must ensure compliance with the occupancy terms by all members of the Guest's party.

GRIEVANCE POLICY

Please contact us immediately with any complaints or concerns and we will do all we can within our policies and reason to accommodate you. That's our guarantee! Guests have a duty to report any complaints and allow a reasonable time to cure.

POOL POLICIES

Pool Heat. Pools may not heat to the Guest's desired temperature during colder weather and may take up to 48 hours to reach maximum temperature. There are no refunds for dissatisfaction with pool heat.

Pool Safety. Running & diving are prohibited. Children, of any age, are not allowed in the pool area without supervision. When available, safety netting & pool alarms must be used at all times and doors must be kept closed & locked. Any safety concerns, including if any equipment, pool alarms, safety netting, or locks, are not

working properly must be reported immediately to the Management Company.

Disabling Pool Alarms is strictly prohibited.

ANIMALS

Pet Policy. Pets are not allowed unless specifically authorized by the Management Company. in writing; subject to size & breed limitations; and payment of a pet fee.

Emotional Support Animals (ESA's). ESA's are subject to the pet policy.

Service Animals. "Service Animals, "as defined by §413.08, Fla. Stat. (2017) and including animals in training, are exempt from this section, provided a written request for reasonable accommodations is made at the time of reservation. A person who knowingly and willfully misrepresents herself or himself as using a service animal or being qualified to use a service animal commits a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083.

Removal. Management Company. reserves the right to remove any animal for inappropriate behavior.

NOISE

Residential Area. The Property is a residential neighborhood. Excessive noise at a level that disturbs the neighbors is prohibited. Code-Enforced Quiet Hours. Compliance with Code-Enforced Neighborhood Quiet Hours of 10 PM- 8 AM is required and the Guest is responsible for any fines resulting from a violation. If noncompliant, it may be removed from the property.

HEALTH AND SAFETY CONCERNS

Lead. There are no known lead-based paint hazards on The Property.

Wildlife. Florida wildlife may pose a danger so approach all wildlife & outdoor areas with caution.

Bed Bugs. The Property has been inspected to ensure no bed bugs are present, so the presence of any bed bugs is presumed to have been caused by the Guest unless the Guest provides clear and convincing proof otherwise. Guests must vacate the property immediately without refund and pay for treatment to remove the bed bugs.

Allergens and Aggravants. Houses are cleaned according to usual and customary accommodations standards by Fairytale Vacation Rentals Guest assumes responsibility to remediate any symptoms resulting from allergies or aggravates, including but not limited to coughing and sneezing.

Smoking and Vaping. Smoking and vaping are prohibited on the Property.

Fireplace Usage. All guests and third-party invitees are strictly prohibited from using any fireplace located on the Property. **Candle Usage.** Guests are prohibited from using candles on the Property.

NOTICE

Notice to Fairytale Vacation Rentals is proper only if emailed to info@fairytalevacationrentals.com and to Guest's email address or record.

PROPERTY ACCESS AND USE

Property Access and Departure. Check-in is from 4:00 pm on the day of arrival; check-out is by 10:00 am on the day of departure for all homes; condominiums have an 11:00 am checkout. Failure to depart on time may result in additional charges.

Identification. All Guests must send copies of both sides of the credit card and matching government-issued ID to confirm the reservation.

Access by Fairytale Vacation Rentals and its agents may enter the Property as necessary to protect or inspect The Property; for repairs or services; for viewing by prospective buyers, or; for emergencies. The notice must be provided to the extent reasonable under the circumstances.

Parking. RVs, trailers, campers, boats, buses, & all non-passenger vehicles are prohibited.

Commercial Use. Commercial use of the Property is prohibited, including but not limited to, public events or productions.

Air Conditioning. Guests cannot set the Air Conditioning below 72° or the Heat above 78°, change the fan from Auto, leave any doors or windows open, or leave the blinds open.

Safe Use. Guests shall comply with all laws and rules affecting it. Fireworks, open flames, intoxication by occupants, and inherently dangerous activities are prohibited. Fire extinguishers must be used appropriately. Report chirping alarms, as they indicate low batteries in safety devices. Furniture cannot be taken outside or moved without the express written approval of the Mgmt. Co. Alarms and smoke detectors cannot be tampered with. Use the overhead stove fan when cooking to avoid accidental activation of the smoke detector. The quiet enjoyment of neighbors must not be disturbed.

Social Functions on the Property. No parties, groups, gatherings, events, or other social functions are allowed unless specifically authorized in writing by Fairytale Vacation Rentals. Upon a violation of this term, the Guest agrees to vacate the Property, or be subject to removal by police. An exception exists for pre-approved parties which are subject to approval and additional fees.

On-Site Services. Any on-site services outside of those provided by Fairytale Vacation Rentals require written consent by Fairytale Vacation Rentals before being allowed on the Property.

Maintenance. The property will be inspected prior to the Rental Period, to ensure that the property is clean, and in good repair. Guest must provide notice of any problems within 24 hours of discovery or the time a reasonable person would have discovered the problem, or Guest waives any related claims. Responses shall be made as Fairytale Vacation Rentals reasonably deems appropriate. Absent gross negligence by Fairytale Vacation Rentals, faulty equipment, appliances, cable, internet & phone services; temporarily interrupted utility service; bugs; noise, construction, a warm refrigerator, a cold pool, or; inclement weather, and other similar complaints do not constitute a breach of contract. Service charges resulting from a false report by Guest, as reasonably determined by a service provider, shall be charged to Guest.

Cleanliness. There is no daily maid service, unless arranged and paid for through the Mgt Co.. Garbage. Guests must keep trash and recyclables separated by the designated as required by the individual resort, trash being securely bagged and disposed of in bins. Guests must take trash and recycling to the curb the night before assigned pickup days. Guests should consult the house directory for exact dates and questions.

Departure. Upon departure, guests must place dirty dishes inside the dishwasher, place used bed linens in a pile by the washing machine, place garbage in the outside trash can, and secure all doors and windows.

PARTY RESPONSIBILITY

Risk of Loss. Each Party shall be responsible for loss, damage, or injury caused by his/her/its own negligence or willful conduct, or concerning Guest, also caused by members of Guest's party and Guest's licenses & invitees.

Insurance. Each party must carry appropriate insurance.

Lost or Stolen Property. Fairytale Vacation Rentals is not responsible for lost or stolen property. Guest agrees that personal property left on Property at the end of the Rental Period shall be deemed abandoned if good faith attempts to return it fail.

Default Status of Persons. Guest agrees that all persons on Property have transient status pursuant to § 82.045 Fla. Stat. (2017).

Grounds for Removal. Guest agrees Fairytale Vacation Rentals has the right to remove any persons in violation of § 509.141 Fla. Stat. (2017). And, Guest agrees to vacate, agrees Fairytale Vacation Rentals has the right to remove Guest & Guest's party for breach of this agreement, and Guest waives any statutory right to a refund.

Remedies. The sole remedy for failure to provide reserved accommodations is a prorated refund, including for late check-ins. There are no free upgrades due to unavailable accommodations.

Waivers. Fairytale Vacation Rentals warrants property quality only to the extent it satisfies legal and contractual requirements, notwithstanding any pictures and presentations otherwise which, despite Fairytale Vacation Rentals' reasonable efforts otherwise, could be construed as not being not as described. And Guest waives his or her right to claim the property was not as described.

Replacement Cost. Guests will be charged for replacement costs and administrative fees required as a result of the Guest's breach, negligence, or willful conduct.

PROPERTY PROTECTION FEE

Property Protection Fee varies by property. The Fee is part of the rental agreement. As an enrollee, guests will not be obligated to pay for damage to cover "real" or "personal" property of the owner of the rental unit.

Fairytale Vacation Rentals waives the right to charge Guest for covered damage to Property due to inadvertent acts. All claims must be reported promptly to info@fairytalevacationrentals.com. Inadvertent acts exclude omissions during the reservation period. The maximum benefit is twice the amount of the property protection fee.

Damage or theft resulting from the following are not covered:

- Acts of God
- Intentional Acts
- Gross negligence or willful and wanton conduct
- Damage to Electronic devices
- Any cause, absent notice immediately upon discovery

- Normal wear & tear
- Theft without a valid police report

Damage caused by any animal, motor vehicle, watercraft, BBQ grills, candles, cigarettes, vape pens, other smoking devices, damages to linens or towels, or any cause in breach of this agreement.

All claims of theft or damage will be administered by the staff, which has sole authority to reasonably determine the nature & extent of damages, necessary repairs, and eligibility for the waiver of liability described herein.

The Property Protection Fee is not a form of insurance and there exist no 3rd party beneficiaries. Fairytale Vacation Rentals does not guarantee full coverage for Guests. Guest understands that he/she is fully liable for any costs of damages not covered by the Property Protection Fee.

TRAVEL INSURANCE

Travel Insurance is available through CSA Travel Insurance and is offered during the booking process. We strongly recommend purchasing Travel Insurance if there are any concerns about the cancellation policy.

ELECTRONIC SIGNATURES

By signing your name electronically you are agreeing that your electronic signature is the legal equivalent of your manual signature on this form or any other documents to be delivered in connection herewith, and do so for the purposes of validity, enforceability, and admissibility. When signing electronically you consent to be legally bound by this Agreement's terms and conditions.

LEGAL TERMS

Entirety. This is the entire agreement, superseding all related previous negotiations, agreements, and UCC implied terms.

Headings. Headings are solely for convenience, do not constitute part of the agreement, and do not affect its interpretation.

Interpretation. This agreement shall not be construed in favor of the non-drafting party.

Modification. Only Sharon Harley has the authority to modify this Agreement, which must be in writing.

Assignment. Any attempted assignment, delegation, or sublease of this Agreement by Guest is invalid.

Severability. If any provision of this Agreement is invalid or unenforceable under governing law, it shall, to the extent possible, be construed or applied in such a manner as will permit enforcement; otherwise, this Agreement shall be construed as if that provision had never existed.

Warranties. No warranties exist unless expressly stated herein.

Discretion. Fairytale Vacation Rentals has sole discretion concerning the determination of breach or remedy, subject to good faith and adherence to usual and customary practices in the vacation home market.

Reliance. Guest acknowledges that he/she/it has not relied upon any current or prior representations or understandings and waives any related rights or claims.

Performance. Fairytale Vacation Rentals is excused from performance when made impracticable by the occurrence of a contingency, the non-occurrence of which was a basic assumption on which the contract was made.

Waiver. No breach of this Agreement will be waived without the express written consent of the Party, not in breach.

Indemnification, Et Al. Guest shall defend, hold harmless, and indemnify Mgt. Co, its affiliates, and its respective officers, directors, agents, and employees from any and all third-party claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, arising out of, or relating to Guest's rental under this Agreement, including for pre-litigation and non-litigation legal fees.

Remedies. The exclusive remedy for breach or other actions connected to this contract is limited to actual financial losses, and as governed in this agreement, reasonable attorneys' fees & costs, which is agreed to be an adequate remedy. Regardless of the failure of the exclusive remedy, Fairytale Vacation Rentals will not be liable for consequential or incidental damages.

Liquidated Damages. The parties agree liquidated damages in this agreement constitute non-punitive and difficult to forecast damages.

Chargebacks. Guest waives any right to dispute a credit or debit charge, request or demand a chargeback, or dispute that a detailed item description was provided, the contact information was clearly and prominently displayed, and grievance policy instructions were provided.

Forum. For litigation between the parties, unless subject to arbitration, the Tenth Judicial Circuit of Florida shall be the exclusive forum for any claims related to this agreement unless there exists exclusive Federal jurisdiction, in which case it shall be the U.S. Dist. Ct. for the Middle Dist. of FL.

Choice of Law. Claims shall be governed by the laws of FL to the exclusion of all other laws, conflict of law principles, and legal theories. The parties waive their rights to a jury trial.

Attorney's Fees. Fairytale Vacation Rentals shall be entitled to reasonable attorneys' fees and costs from the Guest for defending chargeback demands, negative publicity, social media, BBB claims, administrative, or other complaints and arbitration, litigation arising out of this agreement, or otherwise.

Third-Party Beneficiaries. No party has third-party beneficiary rights under this agreement as to any benefits received are merely incidental.

Data Usage. Guest consents to the use by Fairytale Vacation Rentals of its data, subject to governing law.