

RENTAL TERMS AND CONDITIONS

1. CONTRACT

The booking terms and conditions form the sole contract between C & M Worldwide Holdings Inc. (DBA Mid-Florida Home Management) and the person signing the Booking Form, who must be over 25 years of age and who shall be deemed to sign this form on behalf of all the persons listed on the booking form. No contract shall exist until we have received a signed booking form together with the correct deposit/full payment, and we have confirmed the reservation in writing.

Once the signed booking form and payment have been received, the booking will become finalized. At this point, the Guest is hereby granted a license to use the premises. The Guest acknowledges and agrees that no form of tenancy has been created pursuant to Chapter 83, Florida Statutes through the Guest's use of the premises. The guest acknowledges that no permission has been granted to change the Locks, and they may not be broken, altered or added, and keys may not be duplicated. Most vacation rentals have storage for homeowner use. These areas are secured by a lock and not accessible. The Guest agrees to abide by all HOA association rules, including but not limited to all community signs.

Property amenities (including but not limited to furnishings, appliances, electronics, baby equipment, games and barbecue grills) are used at the Guest's own risk. Barbecue grills should only be used in well ventilated outdoor areas. The Company and the homeowner(s) shall not be held liable for malfunctioning or inoperable amenities, or for damage caused by misuse of amenities. Guests under 18 years of age must be supervised at all times.

If, during the rental period, any law or ordinance is violated, any drug use occurs in or near the property, or the property is used for any immoral purpose, occupancy will be immediately terminated without refund.

Failure to comply with any of the terms herein will, at the sole discretion of C & M Worldwide Holdings Inc, result in the immediate termination of occupancy without refund.

2. BOOKINGS

An initial reservation for the chosen home will be held for up to 3 days. When you have read and agree with the 'Rental Terms and Conditions', completed and returned the signed booking form, and pay the deposit (or full balance if arrival is within 7 weeks) then the booking will become finalized. If the completed booking form and deposit/full payment are not received in time, then your reservation will be cancelled.

3. DOWN PAYMENT

A down payment of \$200.00 is required to secure the booking. This is non-refundable and will be deducted from the full rental amount.

4. BALANCE OF PAYMENT

The balance of payment is to be paid no later than 7 weeks prior to your arrival date. We reserve the right to cancel the booking if payment is not received by the due date, in this event the cancellation charges will apply.

5. DAMAGE WAIVER

A non-refundable damage waiver fee is added to your booking. This is to cover any costs incurred for **accidental** damages and or breakages and loss to the property and contents. It does not cover neglect, missing items or malicious damage. e.g. air conditioning misuse - if this occurs we may charge your credit card as appropriate.

6. PAYMENT

Payment is accepted in US Dollars via supplied payment link and associated credit/debit card payment. At our discretion we may allow payment by personal check, cashier's check, PayPal.

7. ARRIVAL AND DEPARTURE

The rental period begins at **4:00 pm** on the day of arrival. Once full payment for the rental is received you will be sent the access details for the home. It is not always possible to allow early check-in due to cleaning & preparation of the home. Please check with one of our Reservationist on availability of an early check-in.

The rental period ceases at **10:00 am** on the day of departure. A later check-out time can be provided at our discretion, should there be no guests arriving on the day of your departure. There is a Late Check-Out Fee and will be dependent on the time requested for late check-out. This must be paid online via a supplied payment link at least two days prior to the date of check-out. Please request this by email, giving as much notice as possible. Unauthorized early check-ins or late check-outs will be charged at \$55.00 per hour or part thereof.

Early check-in and Late check-out charges apply and are dependent on how early or late of a time requested.

8. INSURANCE

Guests are recommended to take out adequate holiday insurance to cover eventualities such as cancellation, accident, sickness and damage.

9. OCCUPANCY

The accommodation may only be sublet, shared or assigned by you with our express agreement in writing, otherwise only the persons detailed on the booking form are permitted to stay in the property. The maximum occupancy is quoted on the website for each property and is determined by the authorities within strict guidelines for fire safety. Please note that contravention of the maximum occupancy will render your booking void and all monies will be forfeited.

10. UTILITIES, SERVICES, AND SUPPLIES

The accommodation rates quoted are per rental property (not per person), and includes electricity, air conditioning, heating (when applicable), local telephone calls, cable TV, internet/Wi-Fi, bed linen and towels.

Vacation homes are ***self-catering*** accommodations. The home will be supply starter products, including paper towels, toilet paper and trash bags. Additional supplies and replenishments are the responsibility of the Guest.

11. NO SMOKING POLICY

Please note that SMOKING IS NOT PERMITTED INSIDE THE PROPERTY, though it is permitted on the patio. Should evidence of smoking in the property be discovered you are subject to removal from the property with no refund of any payment. Your co-operation is requested and appreciated.

12. PETS

The majority of our homes do not allow pets, however a few of our homes do allow a small well-behaved dog or cat. Please contact us for availability of a pet friendly home BEFORE any deposit is paid. Should we be notified of a pet request after any monies are paid, where we cannot provide a pet friendly home, then all monies paid shall be forfeit and the booking cancelled. We request a \$300 pet security deposit for any pets allowed. We do request that you bring your own bedding from home for

your pets to use. All animals are required to be on leashes when outside the home. The homeowner/C & M Worldwide Holdings Inc. do not accept any liability whatsoever for death, personal injury, accidents, loss or damage to person/other animals caused as a result of having a pet at the home.

13. GUEST CONDUCT

For your own comfort and that of future guests and neighbors we ask that you respect the home and resort. Please bear in mind that the resort consists of both residential and short-term vacation homes, we therefore request that out of respect for neighbors that you make no noise between the hours of 10:00 pm and 8:00 am. We reserve the right to decline entry or retain any person whose conduct is deemed to be disruptive and affects the enjoyment of other holidaymakers/residents. We shall be under no liability to accept any costs incurred, or responsibility for, any such person. Room parties are not allowed under any circumstances. No items are to be removed from the home at any time, this includes linens and towels.

When leaving the home unoccupied the guests are responsible for ensuring the home is secured, all doors and windows must be closed and locked.

The guest must adhere to the specific information provided in the home, e.g. minimum air conditioning temperature, trash collection etc. The guest also accepts the regulations of the resort complex.

14. LIABILITY

The homeowner nor C & M Worldwide Holdings Inc. accept liability whatsoever for death, personal injury, sickness, accident, loss or damage to persons or personal effects however caused as a result of the use of the home including the pool and spa. It is the responsibility of an adult member of the party to ensure that children are always properly supervised in the home and especially when in the pool, spa and surrounding area.

The homeowner nor C & M Worldwide Holdings Inc. do not accept any liability for failure of public supplies such as water, electricity or air conditioning or failure of the resort swimming pool equipment. Nor for the consequences of the actions or omissions of persons who may control or supply main services, or any actions taken in the vicinity of the property reserved, by any authority over which there is no control. This does not affect your statutory rights as a consumer.

Neither the homeowner nor C & M Worldwide Holdings Inc. can be held responsible for any ongoing construction, alterations to existing houses or any noise as a result thereof on or around the resort.

It is the responsibility of the guest to ensure they have the required passport and visa documentation to enter the United States for their vacation. Neither the homeowner nor C & M Worldwide Holdings Inc. accept any liability for the refusal of passage into the United States.

Community and home amenities (including but not limited to resort pools, fitness centers, recreation areas, furnishings, appliances, electronics, baby equipment, games and barbecue grills) are used at the Guest's own risk. Guests should exercise caution when using stairs, elevators and walkways. Guests under 18 years of age must be accompanied by a responsible adult. The homeowner nor C & M Worldwide Holdings Inc accept no responsibility for any personal loss, accident, injury or illness, and shall not be held liable for the personal safety of the Guest or their travel party.

Guests who see any suspicious activity in the vacation home community should call and report the activity to local emergency authorities by dialing 911.

Personal items - Guests should take the same precautions during vacation as they would at home. Valuables, IDs, passports and money should be secured. Jewelry, electronics or other valuables should not be left in a car, on countertops or in plain sight. When guests leave the vacation home or before they

retire for the evening, windows and doors should be locked. The Company and the homeowner(s) shall not be held liable for lost, stolen or damaged personal property. In the event that personal property is lost or stolen, the Guest should contact the appropriate authority.

15. DISATISFACTION OR COMPLAINTS

In the unlikely event of a complaint during your stay please contact us as soon as possible and we will work with you to resolve the matter. We cannot rectify matters unless we know about them. We will do our best to assist and rectify the matter as soon as it is practically possible. Should you feel the matter was not satisfactorily resolved you must notify us in writing within 3 days of your departure, no action can be taken, or liability accepted for any complaint received after this period. The Management Company reserves the right of entry at any time.

16. WEBSITE

All descriptions given on the web site are made in good faith, but no liability can be accepted for error or omissions. Changes may be made to the property without notification to the guest or being stated on the website.

17. INFORMATION BOOK

An Information Book is provided in the home for guests. This Information Book must not be removed or taken from the home, otherwise you will be held responsible for a charge of \$75.00 to replace the book.

18. ACCESS

The management reserves the right to enter the home (whether the guest is present or not) at any time when necessary in order to carry out emergency maintenance or damage prevention work. In addition, to enter, or to allow entrance, by our regular licensed & insured pest control company, at a reasonable hour, in order to implement our regular planned pest control program. Where guests request non-emergency maintenance it shall be assumed that permission is granted by the guest to allow access to carry out said work by C & M Worldwide Holdings Inc. representatives., whether the guest is present or not. Every effort will be made to inform guests of such activities, and to make suitable arrangements.

19. POOL AND SPA AREA

In the event that pool heating is requested and paid for, the homeowner or C & M Worldwide Holdings Inc. cannot guarantee the temperature of the pool as this will vary according to different factors, the main one being the prevailing weather conditions. Please be aware that pool/spa heaters have electrical and mechanical components that can sometimes malfunction and are completely beyond our control.

If you choose to purchase pool heat, we will turn on the heater 24-48 hours prior to your arrival. The pool and spa will be heated to a temperature of 80-84 degrees Fahrenheit. If you have a pool with a spa, it will be heated to a temperature of 94-102 degrees Fahrenheit when the dial is turned to activate spa mode. When you turn on the spa mode, the system will automatically adjust the valves so that the water from the spa is returned to the spa. This system bypasses the pool, and so the spa will be heated up to a higher temperature. If left in spa mode, the pool will not receive any heated water, thus leaving it to cool. Please note that weather conditions can dramatically affect pool water temperature and can cause longer heating times than during warmer days.

The pool heaters operate on a timer and are schedule to come on in the morning and go off in the evening. There will be some cooling off overnight when the air temperature drops.

Most pool heaters will not operate under 55 degrees & therefore often disappoint. Even if they do work at 55 degrees, they will only give a maximum of 15 degrees over the air temperature at any time therefore giving only 70 degrees which is still cold (85 is comfortable). A warm pool is not likely or

guaranteed through the colder months so please forewarn your family. Pool heating costs will only be refunded if the pool heater is not working at all.

Pool blankets are supplied by some owners but for safety reasons, some prefer not to and a cover is not guaranteed. The pool is cleaned and chemically balanced every week for your safety and comfort; however, on rare occasions it may be necessary to apply extra chemicals to the pool to maintain safe and correct chemical levels. Should this occur during your stay it will be necessary for you to be out of the pool for a period of 12-24 hours for safety reasons and no compensation payable. Items such as clothes, toys etc. must not be left in the pool or spa.

The pool Safety fence must be kept erected at all times for the safety of children, removal of this fence, leaving it open or disabling a pool safety alarm (if fitted) is an illegal act and punishable by fine and/or imprisonment. *According to Chapter 515.33 of the Residential Swimming Pool Safety Act, anyone tampering with or disconnecting pool alarms commits a misdemeanor of the second degree, punishable by a \$5,000 fine or one year in jail. C & M Worldwide Holdings Inc will assess a minimum charge of \$100 per alarm for its repair or replacement.* Do not allow unsupervised children to use the pool or spa: Regular child deaths occur due to guests not following these simple rules. The homeowner nor C & M Worldwide Holdings Inc shall be liable for injury or death resulting from failing to follow these instructions.

Community pools are heated when the temperature dictates the need.

20. VACATION HOME FOR SALE

If a property should go on the market for sale or in the event a property should sell and no longer be available for rentals, C & M Worldwide Holdings Inc will make every effort to find similar accommodations. If we cannot find a comparable accommodation, the renter will have the option of selecting from available properties at the published rate or receiving a complete refund of monies paid for your Vacation Rental Home **Only**. Excludes flights, attraction tickets, car rentals.

21. FORCE MAJEURE

Neither the homeowner nor C & M Worldwide Holdings Inc. accept any responsibility or liability for any loss or damage or alteration to the terms of your reservation caused by events beyond our control, including, but not restricted to, war, terrorist activity, civil, commotion, flight delays or cancellations, airport closures, adverse weather conditions, fire, flood, or industrial dispute.

22. LAST MINUTE RESERVATIONS – Bookings made within 45 days of arrival

In order to combat fraudulent transactions, if the reservation is booked within 45 days of arrival, the Guest must check-in at the Company office during office hours: 9 a.m.– 4 p.m., Mon–Fri; 9 a.m.–12 p.m., Sat. The guest must call ahead to ensure that one of our staff will be available to meet the guest. WE CANNOT ACCOMMODATE CHECK-IN OUTSIDE OF THESE TIMES.

At the time of check in the guest must provide the credit card used to pay for the transaction. The reservation must be in the name of the credit card holder. The card used, a matching government-issued photo ID, and a utility bill must be presented at check-in. One of our staff will photocopy the ID and credit card used then verify the name and address listed on all three items match the reservation. Alternatively, the guest can email, fax, or mail in a legible color copy of the above documents to our reservationists. Please contact one of our Reservationist for details.

23. FLORIDA WILDLIFE

Central Florida is home to a diverse population of animals. Guests should avoid approaching, feeding or harassing wildlife of any kind. Alligators and snakes are not just found in the wild, but also in and near lakes, ponds and marshes in residential neighborhoods and around golf courses. There is always the

possibility of this wildlife near fresh or brackish water. Guests must not wade, swim or fish in community ponds or lakes, or in undesignated areas.

24. WEATHER

C & M Worldwide Holdings Inc does not offer refunds or change reservations due to hurricanes, tropical storms or adverse weather. Guests who are concerned about possible interruption, cancellation or delayed travel are strongly encouraged to purchase travel insurance. Travel Insurance can provide protection in the event of storms and other sudden emergencies. Peak hurricane season is August through October. All guests are encouraged to purchase travel insurance.

25. COMMUNITIES

The homeowner not C & M Worldwide Holdings Inc cannot and does not guarantee access to any resort amenities including but not limited to pools, golf courses, fitness centers, recreation areas and restaurants. The homeowner nor C & M Worldwide Holdings Inc shall not be held liable if community amenity access is restricted due to weather, maintenance, construction, resort policies or any other reason.

26. PROVISIONS

Failure to comply with any of the terms herein will, at the sole discretion of C & M Worldwide Holdings Inc, result in the eviction of the Guest from the property, without recompense or refund.

Any disputes under this agreement shall be resolved exclusively via binding arbitration according to the rules of the American Arbitration Association for commercial disputes in Osceola County, Florida, applying Florida law. Each party shall pay their own attorney fees and costs, and the State of Florida shall have exclusive personal and in rem jurisdiction over any dispute.

These terms and conditions are subject to change without notice, from time to time, at C & M Worldwide Holdings Inc sole discretion.

Any questions should be directed to one of our Reservationist during normal working hours.

27. CANCELLATION CHARGES

The guest may cancel the booking at any time, this must be in writing or via email. The following cancellation charges will apply:

- More than 7 weeks before arrival: Loss of Deposit.
- Less than 7 weeks before arrival: Loss of 100% of total cost.

If through circumstances beyond our control, it is necessary for us to cancel a booking, which would be exceptional, we will refund any monies paid, without interest or further compensation.

If, through circumstances beyond our control we are unable to offer the actual home booked, we will offer another suitable home of the same size or larger and transfer all funds paid to that home with no additional cost to the guest. If we offer another suitable home and it is refused no refunds are applicable.

Lead Guest Signature

Date