

## **Management by Shorey, LLC**

### **Rental Agreement & Policies**

1. Check-In/Check-out: Check-in time is 4:30 p.m. (CST). Do not arrive on property until 4:30 p.m (CST). We cannot offer early check-ins, so please plan on checking in at the scheduled 4:30 p.m. (CST) time. Please refer to your reservation details for the property address. Check-out time is by 10:00 a.m. (CST) firm to prepare for our next arrival. MBS will charge the guest a full extra day for any check-out past 10:00 a.m. (CST).

2. Upon Arrival: A "Welcome Packet" will be emailed to the email used when booking the reservation (3) days before check-in. The packet will have all the information regarding your vacation and will include the check-in process, check-out process, community rules & regulations, property information such as WiFi codes, property address and more. If you do not receive the "Welcome Packet" before your check-in, please check your spam folder then contact MBS.

3. No Pets: If pet(s) or evidence of pet(s) are found at the property without prior approval by MBS, you will be asked to vacate immediately and forfeit all rental payments. Any evidence of pets in your rental property or on the premises may also result in additional charges.

4. Family Rentals Only: We are very serious about maintaining a family atmosphere for all guests' enjoyment. We will rent to family groups, married couples, and responsible adults over 25 (proof of age is required). In some instances, we do make exceptions for student rentals; this is a case-by-case scenario. Groups under the age of 25 must first request approval for an exception to this rule. MBS will evict any violators that did not get prior approval without a refund. If MBS approves a group under the age of 25, a \$75 damage deposit will be required from each person in the reservation plus guests must purchase the 99\$ CSA Insurance Policy. If the CSA insurance is cancelled, then MBS has the right to cancel the reservation without refund.

5. Parties: No house parties allowed, including weddings, wedding parties, and receptions. Violation of this policy is grounds for immediate eviction without refund.

6. Reservation Paid In Full: Guests must pay in full for the reservation no later than (45) days before the scheduled check-in date. Failure to do so, MBS has the right to cancel the reservation without a refund.

7. Refunds: MBS will not refund for late arrivals or early departures or any other reason other than stated herein in this contract.

8. Travel Protection Insurance: As a company, we do not offer Travelers Insurance; however, it is strongly recommended. You can find information on different policies from multiple companies, including CSA or Homeaway.com, or speak to your travel agent for more details.

9. Cancellations: Travelers who cancel at least (60) days before check-in will get back 100% of the amount they've paid. If they cancel after that point, they will not get a refund. Cancellations for an early departure due for any reason does not warrant any refunds of any kind- no exceptions to the cancellation policy.

10. Inclement Weather Policy: Should a hurricane or tropical storm threaten our area, MBS will receive evacuation instructions from the National Hurricane Center and our local governing officials. If the "Mandatory Evacuation" order is given, refunds will only be given from your travel insurance company if you have purchased coverage. MBS will not issue a refund of any rent payments. Cancellations or an early departure due to inclement weather do not warrant a refund of any money paid. If there is a loss of power due to weather/city/county MBS is in no way liable. If you do not choose to purchase travel protection or insurance, there will be no refunds.

11. Damages: Guests assume full financial responsibility for all damages and missing items during their reservation. MBS will charge Guests all costs associated with repairing damage and the replacement of missing items. If guests purchase a damage insurance policy, it is up to the guest to recover all costs from the insurance provider. Before check-out, please report any damages that occurred during your stay. We continue to maintain each property in excellent condition. If, during your visit, you find other items requiring repair, we request that this information be reported to MBS as soon as possible.

12. Non-smoking Units: All of our properties at MBS are non-smoking. Smoking is strictly prohibited inside all rental properties. Guests will be charged \$500 if evidence of smoking in the property is found. If further damage is found due to smoking, such as burn marks or ash stains, the guest will be charged for all damage and full repair costs. No Cigarettes, cigars, vapes, or E-cigs are permitted to be used inside the property.

13. Housekeeping: The property is professionally cleaned before your check-in. You are responsible for the cleaning of the property during your stay and for leaving the property in good condition at check-out. If the property is left excessively dirty, MBS has the right to charge an additional cleaning fee. Linens and bath towels are included but not to be taken from the property. We suggest you bring beach towels and beach blankets. Guests will need to provide their paper items and cleaning supplies. An initial set-up of trash liners and bathroom paper is provided. Extra items needed are the responsibility of the guest.

14. Cable & Internet Service: Our properties have cable & internet access. However, we do not guarantee internet connectivity due to services provided by an outside vendor. If the cable & internet service is inoperable, we will do our best to troubleshoot over the phone. Still, if further assistance is needed, the guest will be responsible for contacting the provider in an outage event. MBS will give no refunds due to the loss of cable & internet service.

15. Utilities: No compensation will be given for temporary outages of electricity, gas, water, cable, telephone service, heated pools, or internet service. Outages will be reported immediately, and

all efforts will be made to have them restored as soon as possible. MBS is in no way responsible for any outages from outside vendors but will act quickly in attempting to resolve the issue. No refunds will be given.

16. Maintenance Problems: During your stay, promptly report any maintenance problems to MBS. Do not leave doors or windows open while the A/C or heaters are operating. If a unit fails due to doors or windows being left open, the guest will be responsible for repair costs. Guests must not turn down the A/C below 70 degrees for any reason. MBS staff may enter the property to respond to any maintenance and/or housekeeping issues during your stay. No refund or rate adjustment will be made for unforeseen failures such as the supply of electricity, water, pool filtration systems, air conditioning, telephone, television or cable service, appliances, pool heaters, etc.

17. Construction: MBS cannot control or predict any projects or construction that may be going on in the area at the time of your stay. Therefore, MBS cannot be responsible for any inconvenience this may cause. MBS will not give refunds in the event of nearby construction.

18. Vehicle Policy: MBS must first approve all Golf carts, RVs, Trailers, Boats, Jet Skis, large box vans, or busses. Email and submit details and sizes for approval. Limit vehicles count to the number of spots allowed by your specific property.

19. Good Neighbor Policy: Please be sure to observe all rules and regulations which are provided for each property. All guests and owners are required to follow all rules and regulations of the community. Violators are subject to eviction and/or fines.

20. Pool Policy: The pool is to be used by registered guests only. A fee is required to heat the private pool, so please ask MBS to add it if you want pool heating. If the pool is not heated to an adequate temperature, please contact MBS. Tampering with or adjusting the pool heater is strictly forbidden. If the pool heater is altered or tampered with, guests will be subject to a \$100 fine.

21. Check-Out Instructions: Check-out is strictly 10:00 a.m. (CST). Please follow the check-out list in the "Welcome Packet" before check-out. If all guests check out before 10:00 a.m. (CST), please send us a courtesy text to inform us you have vacated the property. MBS will charge the guest a full extra day for any check-out past 10:00 a.m. (CST).

22. Cancellations Due to MBS: MBS Reserves the right to cancel a reservation for any reason at any time. MBS is not required to inform the guests as to why. This is unlikely and rarely needed, and if MBS cancels a reservation, full refunds are given. In the rare case, MBS must cancel a reservation, MBS is in no way responsible for any cost the guest has incurred, such as but not limited to air travel.

23. Bodily Injury: Any bodily injury that occurs while staying at the property falls strictly on the guests' responsibility to receive and pay for medical services. By moving forward with reservation, you are revoking your right to sue MBS and the property owner for any harm to a person(s).

24. Guests' Personal Property: Any items that are damaged, lost, or stolen during reservation falls strictly on the guests. MBS will not be held liable for any damaged, lost, or stolen items during reservation. MBS is not responsible for personal items left in a property. If items are found and you wish them returned, there will be a \$25 service charge plus shipping costs. There are no promise items will be stored, and most items will be immediately discarded.

25. Number Of Guests: Only the number of guest per the reservation are allowed at the property. It is a breach of contract if extra, unpaid guests are found on the property, and immediate eviction can be expected of the entire group without a refund.

26. Police: If the police are called to guests' property for any reason, immediate eviction can be expected of the entire group. Failure to comply with the conditions stated herein or in the rental policies shall be evicted immediately without refund.

27. Falsified Reservation: Any reservation obtained under false pretense will be subject to forfeiture the reservation deposit and/or balance of rental payment. MBS will not permit guests to check-in. Guests may not sublease the property. All information provided to MBS must be accurate and truthful. Providing MBS with the wrong information about who you are or the type of group you are, gives MBS the right to make null & void your reservation—warranting no refunds.

28. 2020 FLORIDA STATUTE 509.151: Obtaining food or lodging with intent to defraud; penalty.—(1) Any person who obtains food, lodging, or other accommodations having a value of less than \$1,000 at any public food service establishment, or at any transient establishment, with intent to defraud the operator thereof, commits a misdemeanor of the second degree, punishable as provided in s. [775.082](#) or s. [775.083](#); if such food, lodging, or other accommodations have a value of \$1,000 or more, such person commits a felony of the third degree, punishable as provided in s. [775.082](#), s. [775.083](#), or s. [775.084](#).

29. Revoking Your Right To Sue: By moving forward with the reservation, guests are revoking the rights to sue MBS and/or the property owner for the pursue any means to repossess money paid as well as anyone who is staying at the property or all relatives & friends of the property's guests.

30. Acknowledgment & Acceptance: The guest acknowledges that they have read and agree to the above terms and policies stated in this agreement. I, the guest, understand that I accept all MBS terms inside this rental contract by making payment. I understand that violating this agreement could result in penalties, a full loss of deposit, and/or eviction. Exchange of money constitutes automatic acceptance of all terms and conditions set forth herein regardless of a signature.

31. Checkbox Legally Binding: Guest are aware that Courts across the United States have confirmed that clicking on a checkbox is akin to a signature on a written contract. Essentially, by clicking "I agree" or "I accept," the consumer provides the mutual assent required to form a legally binding agreement.

Thank you for choosing Management By Shorey, LLC! We look forward to hosting your next vacation!