

Hermosa Residential Resorts

Management by Shorey, LLC Rental Contract & Policies

1. Check-In/Check-out: Check-in time is 5:00 p.m. (CST). Do not arrive on property until 5:00 p.m. (CST). We cannot offer early check-ins, so please plan on checking in at the scheduled 5:00 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. Management by Shorey, LLC ("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 Wi-Fi 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 property may also result in additional charges. Notwithstanding this provision, MBS is committed to providing reasonable accommodation to protect the rights of guests with disabilities to bring a "service animal" (as defined by Florida and federal law) under the terms of The Fair Housing Amendments Act of 1988, Section 504 of the Rehabilitation Act of 1973, and Title II of the Americans with Disabilities Act. If you need a service animal who has been trained to do work or perform tasks for a disability, you should request a reasonable accommodation, in writing, at the time of your reservation. The request should state that you have a disability and provide the specific work or task that the service animal has been trained to perform. You need not disclose the details of your disability nor provide a detailed medical history. You will be responsible for any damages caused by a service animal, including any additional cleaning fees required at the end of the stay to prepare the property for incoming guests. Emotional support animals are only permitted in our properties that permit pets.

4. Family Rentals Only: Exception to this policy must be approved in writing by management. 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 30 (proof of age is required). The individual signing this Agreement must be at least 30 years old and occupy the Property during the entire stay. Reservations may not be made by or for any person under the age of 30, and no key will be issued to anyone who is not at least 30 years of age. The Property will not be rented to vacationing students or young adults unaccompanied by a

responsible parent or guardian at a ratio of one adult over the age of 30 staying at the Property for the entire stay for every five guests between the ages of 15-25. For reservations in March or April, one adult over the age of 30 must be present and staying in the Property for the entire stay for every three guests between the ages of 15 – 25. Proof of age is required by all guests and the Property are subject to inspection during your stay to ensure compliance. Reservations made under false pretense are null and void and check-in will not be allowed, and all booking charges will be forfeited. If a violation is discovered after check-in, you will be subject to immediate eviction and forfeiture of all booking charges in addition to liability for additional charges for damages incurred. This policy includes reservations made by a person over age 30 who does not check-in and/or who leaves overnight during any portion of a stay.

5. Parties: Exception to this policy must be approved in writing by management. 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 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. There will no refunds due to weather.

10. Damage Policy. You are responsible for the Property, its contents, and yourself during occupancy. You must lock windows and doors securely when not in the Property. We are

not responsible for any acts of theft or vandalism, or other damages to any personal property or for personal items you leave in the Property at departure. Rearranging the furniture or removing any items from the Property is prohibited. After Check-Out, we will inspect the Property for damage, rearranged furniture, missing items, and abnormally dirty appearance. If we determine that damage has occurred, items are missing, or the Property are abnormally dirty, we will repair the damage, replace the missing items, and/or perform a deep clean of the Property at your expense. By signing this Agreement, you authorize us to retain the damage deposit and/or charge the credit card on file to reimburse us for any such expenses exceeding \$1,000. You are responsible for any damages or losses in excess of the damage deposit amount as well as any damages or losses excluded per the terms herein, and any such damages or losses will be charged to your credit card on file.

You are responsible for all damage to the property and all personal property, fixtures and equipment contained therein including, but not limited to, the following:

- Intentional acts or omission, abuse or neglect by you or any other occupant.
- Negligence or gross negligence. This includes any damages to the Property caused by acts or omissions that could have been foreseen by a reasonable person including damages resulting in any additional cleaning and/or maintenance costs.
- Any damage which you do not report to us immediately prior to Check-Out.
- Theft that results from your failure to lock or secure the Property or property, including items such as bikes.
- Damages, including additional cleaning costs or additional maintenance costs caused by an animal allowed on or in the Property by you or any other occupant, including any service animal.
- Damage to a golf cart, if any, provided with the Property.
- Loss or damage within and in excess of the damage deposit amount.
- Loss or damage to any of your personal property or that of any other occupant.

MBS or the owner of the Property remains responsible for (a) damages that constitute normal wear and tear; (b) damages resulting from acts of God, including but not limited to acts resulting in fire, flood, or other natural disasters; and (c) damages or losses to the Property which are unrelated to your actions or those of any other occupant.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. Interference with Stay. We are not liable for any disturbance or interruption that may occur during your stay that is outside of our reasonable control, including noises, disturbances, or facility closures, whether due to construction on nearby properties, neighbors, events or other circumstances beyond our reasonable control. You are not entitled to a refund relating to any such disturbances or interference nor entitled to be moved to another property. With respect to construction, the rules regarding acceptable noise levels, start and finishing times, and other restrictions relating to any such construction are governed by local ordinances and/or community specific rules and regulations beyond our control. However, we will notify the appropriate parties and request appropriate remedial action be taken in the event that we receive notice that the construction at issue may be in violation of any such regulations or ordinances.

17. 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.

18. 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.

19. Pool Policy: The following rules must be followed:

- YOU AND EACH OTHER OCCUPANT USE THE POOL AT YOUR OWN RISK. Neither MBS nor the owner of the Property assume any responsibility in the event of damage or bodily harm to you or any other occupant. You assume all responsibility for and charges incurred from misuse or negligence of the pool equipment, the pool itself, pool furniture and any pool accessories on the Property that occur during your stay. Neither you nor any other occupant should disable, disarm or otherwise remove or compromise any pool safety feature, including any barrier or exit alarm. All doors leading to the pool or pool area should be kept locked at all times. You should notify us immediately if any pool safety feature is not working properly during your stay.
- Only you and other registered guests are permitted in the pool or pool area. All policies applying to the Property include the pool and pool area, as well.
- The maximum number of people in the pool or pool area should not exceed the maximum sleeping capacity of the Property at any time.
- Children under the age of ten (10) regardless of swimming ability should be supervised at all times by an adult when in or near the pool or pool area.
- No diving is allowed. Always enter the pool feet first.
- No glass containers are permitted in the pool or pool area. Impaired individuals should not enter the pool or pool area.
- No riding equipment of any kind, including bicycles, skateboards, skates, roller blades or scooters, is permitted in the pool or pool area.
- Only single-person flotation devices are permitted in the pool except for devices use to aid individuals with handicap.
- Rough-housing is not permitted in the pool or pool area. Running, pushing, and dunking are prohibited.
- No pets are permitted in the pool or pool area.
- Entry gates should be kept closed.
- Acceptable swimming apparel must be worn in the pool. All children not toilet trained must use swim diapers.
- Pool hours are from 7:00 a.m. until 10:00 p.m.
- Do not tamper with any pool equipment, including the heating equipment. A fee is required to heat the 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.

20. 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).

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. Entry by MBS. We or our agents may enter the Property in case of an emergency, to make any repairs, alterations or improvements, to supply services, to show the Property to prospective purchasers, renters or contractors, or upon reasonable suspicion that you have breached any of your obligations hereunder. We will try to provide at least 3 hours notice of intent to enter the Property except in the case of an emergency, provided, that failure to provide advance notice of intent to enter the Property shall not affect our ability to enter for the reasons set forth above.

29. Compliance with Laws, Rules and Regulations. You shall abide by and observe all applicable federal, state and local laws during your stay, as well as any rules and regulations governing the use of the Property and neighborhood you are occupying. These rules apply to both owners and guests. IF YOU OR OTHER OCCUPANTS (A) FAIL TO STRICTLY ABIDE BY THE LAWS OF THE UNITED STATES, THE STATE OF FLORIDA, LOCAL LAWS AND/OR NEIGHBORHOOD RULES AND REGULATIONS, OR OTHERWISE FAIL TO STRICTLY ABIDE BY THE TERMS OF THIS AGREEMENT, (B) CAUSE DAMAGE TO THE PROPERTY OR ANY SURROUNDING AREA, OR (C) ENGAGE IN ANY OTHER ACT(S) WHICH INTERFERE WITH OTHERS' RIGHTS TO QUIET ENJOYMENT OF THEIR PROPERTY, YOU SHALL BE SUBJECT TO IMMEDIATE EVICTION FROM THE PROPERTY WITHOUT ANY REFUND OF BOOKING CHARGES AND LIABILITY FOR ADDITIONAL CHARGES FOR DAMAGES INCURRED. ALL SUCH DECISIONS SHALL BE IN OUR SOLE DISCRETION.

30. Indemnification. You and all occupants shall, jointly and severally, defend, indemnify and hold MBS (including its members, managers, officers, employees, subcontractors, agents and representatives) and the owner of the Property (the "MBS Parties"), harmless from any and all claims, liabilities, losses, costs and expenses (including, but not limited to, reasonable attorneys' fees and costs of suit) incurred by the MBS Parties related to, as a result of or arising from your actions and any occupants, including any negligent acts or omissions, willful misconduct, violations of laws or any obligations in this Agreement, except to the extent such claims, demands and actions arise from the gross negligence or willful misconduct of the MBS Parties.

31. LIMITATION OF LIABILITY. YOU UNDERSTAND AND AGREE THAT NO MBS PARTY ASSUMES ANY LIABILITY FOR LOSS, DAMAGE, CLAIM OR INJURY TO PERSONS OR THEIR PERSONAL PROPERTY WHILE ON THE PROPERTY, NOR FOR ANY INCONVENIENCE, DAMAGE, CLAIM, LOSS OR INJURY ARISING FROM OR RELATED TO ANY TEMPORARY DEFECTS OR STOPPAGE IN SUPPLY OF WATER, GAS, CABLE SERVICE, ELECTRICITY, INTERNET SERVICE OR PLUMBING; CHANGES TO RENTAL

ASSIGNMENTS; WEBSITE OR BROCHURE ERRORS; WEATHER CONDITIONS; NATURAL DISASTERS; ACTS OF GOD; OR OTHER REASONS BEYOND THEIR CONTROL.

32. RELEASE OF THE MBS PARTIES. In addition to the other specific releases set forth in this Agreement, you, for yourself, your heirs, assignors, executors, and administrators, and on behalf of each occupant of the Property, and such occupants' heirs, assignors, executors and administrators (each a "Guest Releasing Party"), fully release and discharge the MBS Parties from any and all liabilities, claims, demands, and causes of action which any Guest Releasing Party has or may have in the future by reason of any illness, infection, injury, loss or damage by whatever nature which has or have occurred, or may occur to any Guest Releasing Party during the stay as a result, or in connection with the occupancy of the Property or in use of any item provided during your stay, including bikes, golf carts or other recreational items, including any claims, damages, costs or causes of action due to the negligence, breach of contract or wrongful conduct of any MBS Party, and agree not to sue and to hold the MBS Parties free and harmless of any claim or suit arising there from.

BY SIGNING THIS AGREEMENT, YOU UNDERSTAND, INTEND AND DESIRE TO RELEASE, ON BEHALF OF EACH GUEST RELEASING PARTY, THE MBS PARTIES FROM ANY AND ALL LIABILITY ARISING FROM OR RELATED TO THE OCCUPANCY OF THE PROPERTY TO THE FULLEST EXTENT PERMITTED BY THE LAWS OF THE STATE OF FLORIDA.

33. Use of Personal Data and Private Information. Your privacy—and the protection of your private information, such as your email address, credit card information, bank account information, physical address, and name—is important to us. We will only use your financial information (including your credit card or check account information on file) as necessary to process payment for booking charges and other authorized fees and damages in accordance with this Agreement. We will only use your other private information that we may collect to (i) fulfill, offer, or further develop (or improve) our products, services, and offers or those of our affiliates, (ii) communicate with you or our applicable employees, agents, and third-party service providers, and (iii) provide you information about new and existing products, services, and offers that may interest you related to MBS or our affiliates.

Despite our continual and evolving efforts to maintain appropriate protections, we cannot guarantee the security of your private information. Accordingly, you acknowledge and agree that we make no such guarantee. You recognize and accept that we have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors. You consent to our use of these electronic devices and applications and submission of confidential client information to third-party service providers for your reservation.

34. **Applicable Law.** This Agreement shall be deemed to have been made and entered into in the State of Florida, and will in all respects be governed by, construed under, and enforced and interpreted in accordance with the laws of the State of Florida, excluding its principles of conflicts of laws.
35. **Venue, Jurisdiction, and Attorneys' Fees.** The exclusive venue for any civil action related to this Agreement or the course of dealings between the parties is the courts sitting in Walton County, Florida. The parties hereby submit to the personal jurisdiction of all the courts in the previous sentence and agree not to challenge such jurisdiction. In any action, suit, or proceeding to enforce or interpret the terms of the Agreement or to collect any amount due hereunder, the prevailing party shall be entitled to reimbursement for all costs and expenses reasonably incurred in enforcing, defending or interpreting its rights hereunder, including, but not limited to, all attorneys' fees and the costs expended in determining entitlement to and amount of such fees.
36. **Waiver of Jury Trial.** BY ENTERING INTO THIS AGREEMENT, THE PARTIES KNOWINGLY AND VOLUNTARILY WAIVE THE RIGHT TO A JURY TRIAL AS TO ANY CLAIMS A PARTY MAY CLAIM TO HAVE AGAINST THE OTHER WHICH ARISES OUT OF THIS AGREEMENT OR THE COURSE OF DEALINGS BETWEEN THE PARTIES.
37. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any prior understanding, marketing or agreement among them respecting the subject matter hereof. There are no representations, arrangements, understandings or agreements, oral or written, relating to the subject matter of this Agreement, except those fully expressed herein. No waiver of any provision hereof shall be valid or binding on the parties hereto, unless such waiver is in writing and signed by or on behalf of the parties hereto, and no waiver on one occasion shall be deemed to be a waiver of the same or any other provision hereof in the future.
38. **Severability.** If any term or provision of this Agreement is held illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of the remainder of this Agreement.
39. **Binding; No Assignment.** All of the terms, covenants and conditions of this agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. The Property may not be sublet, and you may not assign this Agreement without our consent. Your reservation is personal to you and is not transferable to any other party. Any attempted assignment shall be null and void.
40. **Headings.** Section and other headings contained in this Agreement are for reference purposes only and are in no way intended to define, interpret, describe or limit the scope, extent or intent of this Agreement or any provision hereof.

41. MBS must have a valid credit card on file for all reservations. If a 3rd party booking site issues you a refund for any money due to MBS, then MBS has the right to charge the card on file for all money due. MBS Rental Contract & Policies overrides all 3rd party site policies. This policy is enforced for all 3rd party booking sites, especially Airbnb bookings.

42. 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 further 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. I HEREBY AUTHORIZE MBS TO CHARGE MY CREDIT CART FOR ANY PENALTIES, LOSS OF DEPOSIT OR CHARGES SET FORTH HEREIN.

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