

## **Rental Terms & Conditions**

**Last Updated 4/20/22**

### **Definitions**

These Terms and Conditions constitute a legally binding agreement made between you, the Guest(s), whether personally or on behalf of an entity, and 407 Property Management Services, LLC (referred to herein as “you” and “We”, “Our”, “Us”). 407 Property Management Services d/b/a 407 Vacation Home Rentals (407VHR) will refer to the owner of the property, the local property care/management company and/or any of its employees, consultants, and/or third-party vendors that work with the local property care/management company. Each 407VHR destination is independently owned and operated. “Guest” or “Guests” will refer to the person whose name is on the reservation and any adults who are allowed to enter the property with consent of the Guest. All such adults will be bound by these Rental Terms & Conditions and Guest acknowledges authority to bind all such adults by making the reservation.

### **Acceptance of Terms and Conditions**

By making a Reservation you are entering into a legal rental contract with the local 407VHR operator, and therefore agree to and are bound by our Rental Terms and Conditions. These Rental Terms and Conditions shall be binding to all Guests occupying the premises, whether or not such Guests have agreed in writing to these Rental Terms and Conditions.

### **Check in / Check out**

Your rental will be available for occupation from 4:00 PM on the day of arrival and must be vacated by 11:00 AM on the date of departure. Arrival and/or departure times may be altered under written consent and made at least 24 hours in advance of arrival and/or departure time. Fees may apply for early arrival or late departures.

When Guest checks out of the Unit the Unit will be inspected by a member of the staff. If damage is found at the Unit, we reserve the right to charge the credit card on file the cost to fix or replace the damage. In case of non-observance of the house rules or damages, Guest agrees that Guest’s credit card on file may be charged to cover any such damage.

### **Occupancy**

In accordance with Florida law, guests may not exceed the maximum occupancy rate listed for each property (including infants and children). 407VHR reserves the right to charge \$150 per night per extra Guest and terminate any rental agreement and remove guests from the property who are found in direct violation. In the case of non-compliance, guests automatically forfeit all payments, rendering the rental agreement null and void.

### **Supplies**

407VHR provides each property with a small starter kit, which includes: 1 hand soap/shampoo/conditioner/roll of toilet paper per bathroom; 1 sponge, 1 pod for dishwasher detergent, 1 paper towel roll in the kitchen and 1 pod for laundry detergent. Should supplied items run out, it is the responsibility of Guest to get additional supplies.

## **General**

To guarantee a Reservation, all of the following conditions apply: Full payment of the reservation is due 30 days prior to arrival (including any additional fees such as: Pool & SPA, BBQ, etc.); the primary Guest named must be at least 21 years of age and staying at the property during the rental period.

407VHR is an independent management company that manages privately owned individual rental properties, some within Resort Communities. 407VHR cannot and therefore does not guarantee access to any Resort amenities such as, but not limited to, swimming pools, golf courses, fitness rooms, tennis courts and restaurants. The Guest acknowledges that 407VHR is not liable if access to any such Resort amenities is restricted due to maintenance, resort policies, or any other reason. Guest agrees to abide by all HOA, Resort, Association or Community rules, including but not limited to quiet time, parking rules and no events policies.

Occupancy of RV campers, enclosed trailers and/or tents on the premises is strictly prohibited.

If during the rental period, any law or ordinance is violated, or the property is used for any immoral or unlawful purpose, occupancy will be immediately terminated without refund and Guest(s) will be subject to removal.

All property descriptions given on the website(s) are made in good faith. 407VHR accepts no liability whatsoever for errors or omissions.

## **Taxes**

Florida Law requires that sales tax, tourism tax and occupancy hotel-motel tax be collected on all rentals. Tax requirements are subject to change by state and local taxing authorities. All such taxes shall be paid by Guest(s).

## **Accidental Damage Protection Plan**

In lieu of security deposits, 407VHR applies a mandatory Limited Property Damage Protection Plan to every reservation for your peace of mind, which will be automatically added on your reservation. The fee for this plan will be displayed on your quote prior to your booking.

The Accidental Damage Protection Plan is designed to cover unintentional damages to the rental properties' interior that occur during your stay, provided they are disclosed to 407VHR within 24 hours and prior to check-out. The plan will pay a maximum benefit of \$1,500. Any damages that exceed \$1,500 or are not covered under the plan will be charged to the payment method on file. If, during your stay at one of our rental properties, an Authorized Guest causes any damage to real or personal property of the unit as a result of inadvertent acts or omissions, the Accidental Damage Protection plan will cover the cost of repair or replacement of such property up to a maximum benefit of \$1,500. Intentional damage, theft or gross negligence is not covered and will result in additional charges to the Guest and possible legal action. The Accidental Damage Protection Plan is provided by and administrated by 407VHR and is not a travel or insurance policy.

### **Housekeeping**

There is no daily housekeeping service provided in the rental rate. Before check-in, the unit will be thoroughly cleaned and inspected by a professional cleaning company. Clean sheets and towels will be available in the unit, per request. Mid-stay cleaning services during your stay can be requested for an additional fee.

### **Packages (Online Purchases)**

- You may send packages to the home during your stay. If you send it before your check-in date, they may be returned or stolen by someone else. Only choose delivery date after your check-in!
- If the online seller uses USPS, it **will not** get delivered as the Post Office does not recognize vacation homes as regular addresses and the package will be returned to the sender. Amazon, UPS, DHL and FEDEX will leave it at the doorstep at your risk of loss.
- If your package shows delivered and it is not at your doorstep, it may be at the clubhouse. They may charge you a fee such as \$10 per package received. You are fully responsible to provide notice to the delivery company that you want it delivered to your doorstep.
- All risk of loss for Packages is on the Guest(s).

### **Pool & SPA Policy**

A private pool & Spa may be available on your property. Pool & Spa heating is offered for an additional fee of \$40.00/per day. As is standard in the vacation home rental industry, pool & spa heating must be requested and paid for prior to arrival.

### **Cancellations**

All cancellations must be requested by email by the person whose name is primary on the reservation.

If the Reservation is cancelled 31 or more days prior to the arrival date, the Deposit is refunded minus an 8% Fee to cover any miscellaneous overhead, damages and transaction costs, which Guest(s) acknowledge is reasonable as specific damages and costs would be difficult to quantify. If the Reservation is cancelled less than 30 days prior to the Reservation arrival date, then any amount paid towards that Reservation will be forfeited.

If the balance due remains unpaid 30 days prior to the arrival date, then we reserve the right to cancel the Reservation and any amount paid towards the Reservation will be forfeited.

No refunds will be provided for late arrivals, early departures, or unused days of your rental property Reservation.

We reserve the right to amend, curtail or terminate any rental contract without compensation. In the unlikely event that circumstances necessitate us to change the property confirmed on your Reservation, we will seek to relocate your Reservation to a property of a similar or superior standard within our available inventory. However, if we are unable to find a suitable relocation,

we will refund any monies paid (without interest, compensation, or consequential loss of any kind) toward your Reservation.

407VHR accepts no responsibility or liability for any loss or damage or alterations to the terms of this Reservation caused by events beyond its control including, but not restricted to, hurricanes, war, civil commotion, flight delays or cancellations, technical difficulties with transportation, alteration, or cancellation of schedules by carriers, adverse weather conditions, fire, flood, pandemics, industrial dispute, government restrictions, declared states of emergency, or any other event beyond its control.

We recommend that all Guests ensure they have appropriate travel, medical, injury and cancellation insurance coverage prior to travel.

### **No-Show**

A reservation becomes a No-Show when the Guest who has a guaranteed reservation does not cancel it before the cancellation deadline, and never arrives to claim the reservation on the check-in date.

If Guest does not show for their check-in, within 12 hours after designated check-in time and have not communicated with 407VHR, the reservation will be canceled, and Guest will not be refunded any payments made.

### **Acts of God**

No refunds will be issued for Acts of God (e.g., storms, tornados, hurricanes, etc. as set forth under Cancellations) unless the state or local authorities have issued a mandatory evacuation in a 'Tropical Storm/Hurricane Warning area.' In the event of such an occurrence:

- a. Guests will be provided with a partial refund for any unused days in a registered booking.
- b. Guests will be provided with a refund for any advanced payments collected/deposited for a registered booking scheduled to begin during a broadcasted mandatory evacuation.

### **Smoking**

For the comfort of our guests and as dictated by most local laws, all 407VHR properties are NON-SMOKING. Smoking is only allowed in designated outdoor areas. If any evidence is found of smoke or smoking inside the property, there will be a \$600 smoking fee plus all charges related to the cleaning/deodorizing of the property and all items in the property (i.e., carpets, furniture, window treatments, etc.). These charges will be applied to the payment method on file for the Reservation.

### **Pet Policies**

Unless you have reserved a pet-friendly property, pets are **NOT** allowed inside the property or on the balcony/patio/yard. In a pet-friendly property, the pet fee charge is \$150/per pet (max. 1 dog per unit) plus applicable fees, processing, and/or taxes. If the dog's behavior results in complaints by other guests or neighbors, Guest may be asked to board the dog off property with a veterinarian/shelter/kennel without compensation. Guests are required to clean up after their dog

inside and outside the property. Dogs are never allowed in the pool or any shared areas or Resort amenities. Cats or any other pets are not allowed in the property. Should a pet be found in any home without authorization, a \$600 violation fee will be charged to the Guests' credit card.

### **Lock-out Charge**

Should you be locked out of your rental residence during office hours, we will make every effort to provide you with a spare key at no charge. However, an after-hours lock-out will result in a \$100.00 charge. There is no guarantee that your property will be equipped with our preferred keyless entry system.

### **Items Left Behind**

If any personal items have been left by the Guest, it is the responsibility of the Guest to pay in advance a \$50 service fee and all estimated costs from the packaging and shipping with tracking number of those items should the Guest request the items be returned to them. We do not accept responsibility for any loss or damages to items that may occur during the transportation or shipping process of any items being returned.

### **Cleaning, Maintenance, Pest Control and Wildlife**

A Cleaning Fee will be applied to each reservation. Towels, sheets, and all linens are inventoried before and after each Guest's stay. Guest will be charged for any damaged or missing items or for stains on carpet, furniture, or walls.

If the property is left in a condition that would require an excessive cleaning, such as empty boxes, un-bagged trash, or leftover food on top of counters, an additional fee may apply.

Many 407VHR destinations have a sub-tropical climate and care must be taken with food that is left uncovered. Uncovered food can attract insects very quickly as well as rodents or wildlife. Any added costs for pest control services incurred for lack of care may be charged to Guest.

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 Guest, unless Guest provides clear and convincing proof otherwise. Guest must vacate the property immediately without refund and pay for treatment to remove any bed bugs.

Wildlife such as bears, raccoons, opossums, etc. may pose a danger to Guests. Approach all outdoor areas with caution.

By renting a 407VHR vacation rental property, you voluntarily assume all risks related to exposure to COVID-19, or any other infectious disease or variant.

### **Food**

As per Florida law, we are not allowed to leave open food in the refrigerators or kitchen closets, hence, all food items will be removed after the Guest checks out.

**Trash Disposal**

Please observe trash collection days and place trash in the resort dumpster daily to keep a clean property.

**Complaints**

In the unlikely event of a problem arising during your stay in one of our vacation rentals, you should contact us immediately and we will seek to resolve the matter within a reasonable period of time. If the problem has not been reported to us within 24 hours of the problem arising, we cannot accept responsibility. Only notice and communications via email or WhatsApp are considered proper. 30-day notice is required before taking any chargeback, litigation, or formal or public complaint actions.

**Liability**

All properties are privately owned and neither the owners nor we, the management company, accept any responsibility or liability whatsoever for but not limited to personal injury, accidents, loss or damage to personal effects or vehicles during the stay or after departure, or alterations to the terms of this reservation caused by events beyond our control; this includes but is not limited to: war, civil commotion, flight delays or cancellations, adverse weather conditions, fire or flood, or any other reasons as listed elsewhere herein.

Resort and home amenities are used at the Guest's own risk. Guests should exercise caution when using stairs, elevators, showers, bathrooms, kitchens, appliances, and walkways. 407VHR accepts no responsibility for any personal loss, injury, or illness, and shall not be held liable for the personal safety of the Guest(s).

407VHR does not accept liability for equipment failure and/or services in the Property. In the event of failure of equipment, the Guest must notify 407VHR within 24 hours, so that 407VHR may elect to rectify the failure.

407VHR does not accept liability for lost or stolen personal property of the Guest within the Property during the rental period. In the event that property of the Guest is lost or stolen, the Guest should advise the appropriate authority first, and then contact 407VHR to report the lost or stolen items.

The Guest must ensure that minor children are supervised at all times. It is the policy of 407VHR that all children under the age of 18 years are not left in the rental home un-supervised at any time during the rental period. Games, toys, baby furniture/equipment, strollers and cribs are all used at the Guests' own risk.

The Guest understands there is no lifeguard on duty, and that the use of the pool is entirely at the Guest's own risk. Diving, horseplay or running around the pool area is prohibited; no child in the party or adult non-swimmer will use the pool without adequate adult supervision or the supervision of a strong swimmer. The Guest must immediately report any problems with the pool, pool alarms or pool safety fencing. All Guests understand and agree that 407VHR does not accept responsibility whatsoever in the case(s) of accident or illness whilst Guest(s) are on the property.

407VHR does not accept liability for acts of violence, nature, fire, flood, war, civil disobedience, riot, or other force majeure that may have a deleterious effect on the Guest.

We do not accept any liability for the failure of public supplies such as water, electricity, BBQ, gas, telephone, TV, or internet supplies. Nor for the consequences of the actions or omissions of persons who may supply or control main services, or any action taken in the vicinity of the property reserved, by any authority or persons over which we have no control. We do not accept any liability for the air conditioning system, the pool heater or any household appliance breaking down. We will do our best to rectify any problem as soon as reasonably possible.

The use of the BBQs is at the Guests' own risk and 407VHR does not accept any responsibility for injury of any kind that may arise from the use of BBQs. The Guest takes full responsibility for the connection of gas containers. Guests should always keep children away from BBQs, whether in use or not.

### **Right to Enter**

If necessary, the owner, agent, 407VHR, Property Manager, or their designated vendors may enter the property to inspect or make essential or requested repairs, with reasonable prior notice. The owner or manager will contact guests before entering the property except in the case of an emergency. Regular maintenance personnel, including pool, yard, and cleaning services, shall be allowed to enter at scheduled times. We accept no liability for any loss or damages that may result from the legal and reasonable exercising of such rights.

### **Owner's Closet / Private Property**

Guests agree not to access any Owner's closet, locked storage or areas not expressly meant for guests. Storage areas may contain cleaning supplies and/or items that could be hazardous to children.

### **Subleasing**

Guests **shall not** sublet the property, or assign any of Guest(s)' rights under the reservation to any other person not within Guest's party.

### **Unlawful activity**

Use of illegal drugs, any unlawful activity or creating disturbances to neighbors is prohibited. In the case of such an occurrence, the authorities will be immediately contacted, with Guests automatically forfeiting all payments, rendering the rental agreement null and void and Guest(s) shall be subject to removal.

### **Captions and Section Headings**

The various captions and section headings contained in these Rental Terms and Conditions are inserted only as a matter of convenience and in no way define, limit, or extend the scope or intent of any of the provisions of these Rental Terms and Conditions.

Our failure to enforce any provision(s) of these Rental Terms and Conditions shall not in any way be construed as a waiver of any such provision(s) as to future violations thereof, nor prevent us from enforcing each and every other provision(s). The waiver by a party of any single remedy shall not constitute a waiver of such party's right to assert all other legal remedies available to him/her/it

under the circumstances. If it is found that the Guest has breached any of the above policies or is/are involved in any illegal activity according to any applicable laws and regulations, we reserve the right to bar access to the property by the Guest without any compensation or refund of unused nights and Guest(s) may be barred from staying at any 407VHR property in the future.

These Rental Terms and Conditions are governed by and shall be interpreted in accordance with Local Law of where the rental property is located, and the parties hereto shall both submit to local jurisdiction. With respect to its subject matter, these Rental Terms and Conditions and its Exhibits constitute the entire understanding of the parties superseding all prior agreements, understandings, negotiations, and discussions between them whether written or oral, and there are no other understandings, representations, warranties, or commitments with respect thereto.

By confirming the reservation and making the initial required payment, Guest, on behalf of Guest and all adults who occupy the property, agrees to be bound by all provisions set forth herein.