

RENTAL AGREEMENT

DEPOSIT AND PAYMENTS:

A \$200 Rent Down Payment/Booking Deposit is due within 24 hours of your reservation. The total is due THIRTY (30) days prior to your check in date. If you have a credit card on file it will be charged automatically unless other payment arrangements are made. Failure to pay the balance by due date will render the booking void with loss of deposit. Please review your reservation and make sure all the information including check in and check out dates are correct.

Registration form and Rental Agreement require completion, signatures and need to be returned before the reservation is fully confirmed.

A Refundable Security Deposit of \$250 to \$350 (depending on property) is due before arrival in form of a credit card payment/authorization. See Registration Form.

PAYMENT TERMS:

Credit Cards (Visa, Mastercard, Discover, American Express, Diners), Debit Cards or E-Checks are accepted as well as ZELLE Pay. There is a \$50 charge for all returned checks plus the cost of collection.

CANCELLATION POLICY:

A \$200 Cancellation Penalty is due if you Cancel more than 30 days before arrival. There are no refunds if the reservation is cancelled less than Thirty (30) days prior to the arrival date.

We do offer Trip Cancellation and Travel Insurance, please inquire with us. (<http://flholidayhomes.rentalguardian.com/>)

Because this is a private home with a private lease, there can be no credit given in case of early departure, and there will be no subletting or assignment by tenant without prior written consent. In the event that the owner removes the property from the management program or due to other circumstances the house is not available then the every effort will be made to find a similar property. Owner or agent should not be liable to tenant should similar units not become available, whereby monies paid shall be refunded.

CHECK IN AND CHECK OUT:

The rental period begins at 4:00 p.m. on the day of arrival and terminates at 10:00 a.m. on the day of departure, unless prior arrangements have been made. Early check ins or late departures will incur an extra charge of \$25 per hour. The properties are professionally cleaned and inspected before and after each rental to ensure that all guests have a clean comfortable stay. Please be thoughtful of renters who may be checking in on the same day that you checkout. Occasionally delays may occur during peak season.

OCCUPANCY

Only Guest and persons identified in the Rental Agreement as a Guest party may use or occupy any part of the Premises. Guests may not invite other persons to make use of the Premises or the amenities related to such Premises for any reason whatsoever. Any changes to the persons booked to occupy the house must be notified for insurance reasons. An overnight Stay of other additional persons will result in the loss of the full damage deposit. Further charges may apply. No sleeping on floor or on air mattresses etc is allowed. We can arrange for a rollaway rental at an addtl. cost if occupancy law allows – please inquire with us.

No Permanent Residence. You agree that your use of the Property is on a temporary and transient basis only; that you may not use the Property as a permanent residence; and that your permanent residence is and will remain elsewhere than at the Property.

RIGHT TO REFUSE OCCUPANCY AND REMOVAL OF GUESTS

If Guest violates the terms and conditions of occupancy of the Premises, including without limitation, failure to pay rent as agreed with Florida Holiday Homes, failure to check out of the Premises at the time set forth herein (or if such time is extended Florida Holiday Homes' sole option, at the time otherwise agreed to by Guest and Florida Holiday Homes in writing), causing damage to the Premises, or engaging in prohibited use of the Premises, and Guest fails to pay for, or vacate the Premises upon written or oral request by Florida Holiday Homes, Guest may be summarily removed with the assistance of a Florida law enforcement officer in compliance with Section 509.141(4), Florida Statutes. In addition, in the case of a large unpaid bill for rental of the Premises where Florida Holiday Homes reasonably determines that such an unpaid bill may not be paid by Guest, Florida Holiday Homes may elect, in addition to all other remedies available to Florida Holiday Homes, to lock Guest out of the Premises until payment arrangements are made in accordance with Section 509.401, Florida Statutes.

In the event a guest fails to depart from the home on time at 10:00 am, forcing Florida Holiday Homes not to be able to clean and prepare the home for the next arriving guest that day and having to move that guest to another home, the departing guest agrees to pay damages and cost incurred.

Florida Holiday Homes reserves the right to refuse service to any guest for any reason, provided, however, that such refusal shall not be based on race, creed, color, sex, physical disability or national origin.

NONCOMPLIANCE with the Rental Contract, rental policies, occupancy rules, subdivision or community restrictions – as well as any illegal activity or conduct creating a nuisance, or disturbance – are each grounds for immediate eviction without refund

RIGHT OF ENTRY

Guest agrees that FLORIDA HOLIDAY HOMES reserves the right to enter the rental property anytime to investigate disturbances, check occupancy, check for damage, deliver household items, or have a scheduled service carried out to make such repairs, alterations or improvements thereto as Florida Holiday Homes may deem appropriate. In the event that we need to schedule a repair or maintenance, whenever possible, Florida Holiday Homes and/or Owner will attempt to provide Guest with a minimum of 12 hours advance notice and attempt to perform services between 9 am and 6pm, 7days a week. We do not need to advise Guests if there are any disturbances or occupancy issues that need to be investigated or there are any types of Emergencies.

The home that you are vacationing at may be listed for sale. If so, then there is a possibility that a realtor will call our office staff to request and arrange a convenient time to show the home to a potential customer. Where this may occur during your stay we will make every effort to try and schedule a home showing so as to give you minimal disruption during your vacation.

VIDEO SURVEILLANCE

Your Vacation Home might have exterior cameras installed at the Front Door for your protection on to monitor the exterior the Vacation home. Any attempt at disabling, redirecting or obscuring the cameras is prohibited and will result in full forfeiture of the security deposit and may, at the owner's discretion, result in the guest being evicted without refund of outstanding nights' rents

DAMAGE AND CLEANING ISSUES:

Any damage or cleaning issues noticed upon arrival should be reported to the owner immediately. If damage or cleaning issues are not reported within 24 hours of your arrival. All general maintenance issues should also be reported so the unit can be kept in good repair. Please adhere to the following rules in order to prevent any charges toward your security deposit:

- No damage is done to the unit or its content including the linens, carpets etc
- No items are missing upon the inventory check. (This includes, but is not limited to, transferring items to other units.)
- All debris, garbage and discards are placed in proper containers, including Community Dumpsters for excess trash where provided - Guest is responsible to follow the rules on Garbage Removal and Recycle as per arrival information and posted in home/handbook, Excess Garbage Removal will result in deduction from your security Deposit or charge to your Credit card on file
- Kitchen is left in Order, including: All soiled dishes are cleaned or placed in the dishwasher and dishwasher turned on, Fridge has been emptied out and all open left over food has been disposed of
- First load of towels are washed and if time allows placed in dryer, dryer left running
- No excessive cleaning is necessary, Cleaning Fee includes washing of 1 set of sheets per bed, if you use any spare sheets please make sure they are washed or additional charges will apply
- There was no exceeding the maximum occupancy of the unit.
- There was no smoking or evidence of smoking
- Unit is left in neat condition.
- Pet friendly units show no sign of pet damage or excessive cleaning
- No Furniture has been moved around – minimum charge to move furniture back to original position is \$50
- BBQ: If the villa has a private BBQ, this needs to be cleaned by the guest. Should the BBQ not be clean at departure a fee of \$50 USD will be deducted from your Security Deposit. If you buy or bring your own BBQ do not leave it at the house, removal will result in charge
- Do not leave any trash/garbage, coolers, broken items incl. luggage at the house/garage – removal will result in charge

If you experience any problems whatsoever with the vacation property during your stay, please contact us and we will do our best to rectify the matter as soon as it is practically possible. Please note that as Florida is a tropical State, insects such as ants and the like are occasionally inevitable, and are not cause for complaint. The vacation property is treated periodically as part of a pest control program, and is cleaned after each rental.

REFUNDS:

No refunds are granted for malfunctioning mechanical or electrical equipment including (but not limited to): inoperable appliances, air-conditioning units, pools and/or spas. No refunds will be given for unfavorable weather, early departure, utility service interruption, construction, or maintenance issues. Additionally, there are no refunds for faulty recording or playback equipment, TVs, audio, telecoms, cable reception, computer equipment or internet access.

You acknowledge that if the Property has access to amenities that are shared with other properties, such as a shared pool, hot tub, parking lot, or fitness center, that the availability and condition of those amenities is outside Florida Holiday Homes control.

The Property is provided as is, and we are not responsible for the inoperability or unavailability of any amenities. You agree to contact Florida Holiday Homes, using the contact information provided in your confirmation email, as soon as you notice any maintenance or housekeeping problem, or any potentially hazardous condition, at the Property, or if any incident occurs at the Property that is related to such a problem or condition. You further agree to give Florida Holiday Homes a reasonable amount of time to respond to your report and to cooperate with our efforts to address the concern or provide a remedy. We will take reasonable and appropriate steps to remedy any reported problem as soon as practicable, but it cannot be guaranteed that repair will be completed during your stay.

SEVERE WEATHER:

We do not refund rents or deposits lost due to cancelled or shortened stays because of weather. Departures due to inclement weather do no warrant refund of rent or deposit. We suggest Travel Insurance during the hurricane seasons

(<http://flholidayhomes.rentalguardian.com/>)

SMOKING:

NO SMOKING OF ANY KIND is allowed inside the vacation home. A violation of this rule will result in the loss of the full damage deposit or charge to your credit card on file in the amount of \$250.00. Further charges for extra cleaning may apply.

POOL:

Because there are no lifeguards or other attendants at the swimming pool, tenants are expressly responsible for the safety of themselves, members of their families, and guests using the swimming pool, and in so using or permitting to be used, specifically waive any and all liability claims. No tenant shall permit any juvenile member, elderly and persons with disabilities of this family or guests to play in or around the swimming pool without providing an attendant who is able to swim and can protect such juvenile in case of difficulty in the water. Tenant is expected to conduct himself as a guest with reasonable decorum and violent games and exercises are not permitted. Disconnecting the pool alarms is against the law in Florida

NOTE: All pool homes have Pool Door Alarms and/or Child Safety Fences. 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 (1) year in jail. Florida Holiday Homes will assess a minimum charge of \$75.00 per alarm for its repair/replacement. **Please do not tamper with the pool alarms.**

CHILD SAFETY FENCES:

You are advised to keep the child safety fences in position while you are renting the home, if you do choose to remove them, Florida Holiday Homes nor the home owners of the property will accept liability for any unfortunate accident that may occur.

If a Child Safety fence has been removed and must be put back by Florida Holiday Homes a charge of \$35.00 will apply.

POOL HEATING (if applicable) – is available at an additional cost, please inquire with us

Pool and/or Spa heat must be ordered at least 2 days before arrival and for the entire length of your stay. Pool Heaters and Spas are connected to the Pool Pump, which operates on a timer, which is set to come on in the morning and turn off in the evening (runs for ca 8 hours). The Spa and Pool Heater will not work at night

- Electric Pool heaters/exchangers need to run for at least 24 hours in order to produce heat.
- Electric Pool heaters only are heat exchangers and generate heat off the outside temperature, so if the outside temperature is 70 degrees the pool will eventually get to 70 degrees over a period of 24-48 hours then will increase by 1 degree per hour. Some homes have a pool blanket, this should be kept on to keep the temperature of the pool warmer than the air temperature.
- Electric Pool heaters/exchangers: Many of our pools are heated by an electric heat pump. The desired water temperature is set at 86 degrees Fahrenheit but might not reach that temperature if weather too cold. It is important to note that this temperature will not feel "hot" like a spa, nor "warm" like a bathtub. It is only meant to take the chill off the water so you may swim comfortably.
When the air temperature drops below 55 degrees Fahrenheit the pump (which sucks in air as part of its operation), although on and operating, may not be able to bring the water fully up to desired temperature. However, the operating costs remain the same and no refunds can be made should the water not reach temperature in this circumstance. Partial refunds can only be processed if pool heat is turned off upon request of guest. Please note that Pool Heat ON/OFF Service is not available on Sundays/Holidays or might not be available same day as someone physically has to come out to the property!
- A Gas Pool Heater operates independently of air temperature. It will heat your swimming pool more easily in lower temperatures than will a heat pump, which operates less efficiently in lower temperatures
- Please do not attempt to adjust the pool heating yourself as it is very easy to break it and very expensive to fix.
- Many of the properties have a Spa please note this is not a hot-tub. The temperature of a spa is normally set at the same temperature as the main pool. Note: Please do not expect hot-tub temperatures to be available on spas. The pool temperature is set to reach a maximum of 86 degrees, in compliance with State Licensing regulations, spas and hot tubs are set to reach a maximum of 102 degrees, however integral pool spas may not reach 102 degrees as the water is being filtered through the pool as well.
- If any member of FLORIDA HOLIDAY HOMES finds that a guest has tampered with the pool heating controls or lock box on the heater unit a minimum charge of \$150 will be made against the security deposit.

SPA, DECK AND PATIO:

Tenant hereby acknowledges that if the property they have reserved includes a swimming pool/spa (where applicable), patio and deck. The undersigned is fully aware that the surrounding areas can be dangerous and slippery when wet and that injury is likely to occur to anyone who is not careful. Tenants should observe and adhere to all rules and policies as posted at the property. With full knowledge of the above facts and warnings, the undersigned accepts and assumes all risks involved in or related to the pool, Jacuzzi, deck and patio areas. No glassware is to be taken outside to the pool area

AIR CONDITIONING:

The Air Conditioning unit MUST NOT be set below 74 degrees in COOLING MODE (68 in HEATING Mode). Failure to comply with this rule will result in the unit freezing over. The cost of having a repair man come out to fix the unit because of it freezing over will be charged to you!

Please be respectful and close all windows and Patio Doors etc when operating AC.

PET POLICIES

No pets of any kind are allowed unless otherwise noticed in this agreement. A violation of this rule will result in the loss of the full damage deposit. Further charges may apply for extra cleaning and to treat the unit for fleas.

COMMUNITY RULES:

Guest agrees to abide by rules of the community. These may be posted in the unit or at the community pool or office. These rules may change from time to time.

Because the Property is a privately owned home, all Occupants must comply with this **GOOD NEIGHBOR POLICY:** Please treat the Property with the same care you would use with your own residence and leave it in the same condition it was in when you arrived. To prevent theft of or damage to furnishings or your personal property, you agree to close and lock doors and windows when you are not present at the Property and upon check-out. You and other Occupants agree to conduct yourselves throughout your stay in a manner that is respectful of and not disruptive to neighbors, traffic flow, or the community and that will not prompt complaints to Florida Holiday Homes from police, neighbors, or neighborhood or homeowner associations. Noise audible outside the Property is prohibited between 10 p.m. and 8 a.m. or if differs as per Resort/Community Rules.

SPECIAL NEEDS:

If you have any special needs, these must be conveyed to the agent at the time of your booking, we will make every effort to accommodate your needs, however if the request was not made at the time of booking and we are unable to provide you with what you need, you will not be entitled to any kind of refund.

If any member of your party are hearing impaired, please advise us upon booking as an additional smoke detector for the hearing impaired can be placed in the home.

PARKING:

The number of available parking spaces will vary according to the property. Many resorts have restrictions for trucks, campers, boats, trailers etc. - Please inquire with us.

NO Parking on Grass – many homes have sprinkler systems, any repair necessary to the sprinkler system due to parking on grass is responsibility of guest

FALSIFIED RESERVATIONS:

Any reservation obtained under false pretense will be subject to forfeiture of advance deposit and/or rental money and the party will not be permitted to check-in.

GUEST assures us that the tenants will observe all conditions and terms of this agreement as to maintaining the rental in good order and appearance and will conduct themselves in a manner inoffensive to neighbors.

GUEST assures that any tenant who violates any of the terms of this Agreement shall be immediately denied occupancy and shall remedy any damages or other expenses, which are caused by the tenant and/or the tenant's guest(s).

GUEST agrees that any tenant who is found using drugs or allows others to use drugs on the premises will be immediately denied continued occupancy at these premises.

GUEST and/or their guests shall not disturb, annoy, endanger, or inconvenience neighbors, nor use the premises for any immoral or unlawful purposes, nor violate any law or ordinance, nor commit waste or nuisance on or about the premises.

GUEST agrees that during the term of this agreement and such further time as he/she occupies the premises, he/she will keep the rental clean and free of trash, garbage, and other waste; and all pipes, wires, glass, plumbing and other equipment and fixtures in the same condition as at the beginning of, or may put in during the term of the agreement, reasonable wear and tear and damage by unavoidable fire and casualty only exception.

INDEMNIFICATION:

Guest agrees to indemnify and hold Florida Holiday Homes and property owners harmless from all liability, loss or damage arising from any nuisance or harm made or suffered on the premises by the GUEST, tenants, or guests or from any carelessness, neglect, or improper conduct of any persons entering, occupying or visiting the premises. We accept no 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, loss of luggage, adverse weather conditions, fire flood, or industrial dispute. We cannot accept any liability for failure of public supplies such as water, electricity, Internet or breakdown of the air conditioning system. Nor for the consequences of the action 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.

We cannot accept any liability for your personal safety during your vacation. It is particularly important that children are supervised at all times in and outside the vacation property. We assume no responsibility for accidents. You are reminded to exercise care as to your personal safety, and the safety of your companions. Whenever possible, valuables should be left secure and out of sight. Guest shall be solely responsible for any thefts, acts of vandalism, or other damage or loss of personal property which may occur during the course of this agreement, whether said damage or loss be the property of tenant or any other person invited in by the tenant.

By visiting one of our Vacation Rental Properties you voluntarily assume all risks related to exposure to COVID-19.

All property information is provided by the individual property owner and is true and accurate to the best of Florida Holiday Homes knowledge, however guest agrees to indemnify and hold Florida Holiday Homes harmless for any property information errors due or changes due to maintenance or owner's removal of items from the home. We have made every effort to ensure that all information on Florida Holiday Homes website is correct and accurate.

Thank You For Choosing FLORIDA HOLIDAY HOMES