

FLORIDA KEYS LUXURY RENTALS AGREEMENT

Please review the following terms and conditions relating to reservations.

No reservations are secured until we have the completed paperwork, deposit, and owner approval.

Florida Keys Luxury Rentals is agent for the owner and is being compensated as such by the owner. Guest acknowledges that this written notice was given, and is understood, prior to signing rental agreement, in compliance with all Florida statues. Receipt of initial payment from guest to Florida Keys Luxury Rentals (FKLR) and approval constitutes acceptance of all terms and conditions. FKLR reserves the right to cancel any reservation at our discretion.

Guest understands and agrees:

1) Check-In: Check-in is after 4:00 P.M. unless prior arrangements have been made and agreed to in writing. All commercially reasonable efforts will be made to have the premises ready for your occupancy at check-in time.

In some cases, check-in may be delayed due to circumstances beyond our control. Rate adjustments cannot be made for late check-in or early departure.

2) Checkout: Check out is before 10:00 A.M. on day of scheduled departure. Our housekeeping staff will be at the rental property at 10:00 SHARP, to prepare the property for the next arrival. Failure to meet the scheduled checkout time will result in a late checkout charge or an additional pro-rated charge for tenancy.

3) Reservation Deposits & Payment Due Dates: A security deposit of \$2500.00 is required at time of booking to hold the reservation. 50% of total, is due 120 days prior to arrival and remaining balance is due 90 days prior to arrival.

Payments must be made in the form of checks or credit card. Credit card payments will incur a 3% processing fee.

For reservations made less than 90 days before arrival, full payment is due within 24 hours of booking. Failure to make payments on due date will result in canceling your reservation and loss of all money held by FKLR.

4) Tax: Rentals of six months or less are subject to state and local taxes. Florida state and Monroe county combined sales tax of 12.5% is collected on all rentals less than 6 months.

5) Age Requirement: Primary renter must be at least 25 years or older. A parent or legal guardian must accompany any guest under 21 years of age.

6) Occupancy: Please note the maximum occupancy on the property. Overcrowding will result in immediate eviction without refund. The Guest agrees to peaceably and quietly use and occupy their rental property and agrees not to commit waste and not make any unlawful or offensive use of the rental property during occupancy. The MAXIMUM occupancy load for any vacation rental property is 2 persons per bedroom at any given time. Occupancy may not exceed the number of persons indicated on the Rental Agreement. THIS WILL INCLUDE ALL VISITING GUEST.

Any occupancy over the amount indicated will result in immediate eviction and FORFEITURE OF ALL MONIES PAID INCLUDING SECURITY DEPOSIT. HOUSE PARTIES ARE STRICTLY PROHIBITED. If the Property Manager is called upon to visit the rental to inspect a violation of this agreement, a \$500.00 charge will be collected from the security deposit. Reservations obtained under false pretenses will cause forfeiture of all payments and guest will be asked to vacate the rental property immediately.

7) Cancellation: Notice of cancellation MUST be submitted in writing. Notice given over the telephone will not be considered valid and will NOT be accepted. Cancellations received in writing, 90 days or more prior to arrival will receive a refund of all advanced rental payments paid prior to cancellation. If reservation is

cancelled less than 90 days, but more than 60 days prior to arrival, 50% of all advanced rental payments will be refunded. Cancellations made 60 days or less of arrival are non-refundable.

8) Damage/Security Deposit: FKLR reserves the right to charge for any damages, excessive cleaning charges, long distance telephone charges and outstanding or excessive use of utilities. Any and all damage determined to have been caused by a guest, or during a guest's occupancy, will result in the estimated cost of repairs/replacement and/or damages to be deducted from the Security/Damage Deposit. To avoid any claims against your deposit, we ask that you treat the rental property as you would treat your own home. Movement of furniture location is not allowed. Please call our office to report any problems upon your arrival. A fee will be assessed if keys and/or remotes are lost or not returned to FKLR upon checkout.

9) You can expect to receive your Security Deposit 7 business days after departure, pending inspection and no evidence of damage. All deposits will be returned via credit card or check. Once we process, it may take an additional 1-7 business days to see it reflect on your account.

10) Refunds: NO REFUNDS will be made due to inclement weather, late arrivals, early departure, "no shows," or mechanical failures, including pools, appliances and ac units. In the event of any problem during your stay, notify FKLR and/or call the property manager immediately. We will make every reasonable effort to have necessary repairs made as soon as possible. In the event, that there is a mandatory evacuation or restrictions due to circumstances beyond our control, return of unused rental funds for days of evacuation or restrictions only.

11) Keys and/or Gate Remotes: The guest acknowledges, instructions will be given on how to acquire the keys and/or gate remotes when the balance of rental is paid in full. All keys and/or gate remotes must be returned upon departure. The guest may be assessed locksmith and other charges associated with re-keying the Rental if each key entrusted to the Guest is not returned on the check-out date.

12) FKLR is not responsible for any mechanical failures at the rental, including the breakdown of any appliance or air conditioner units. There will be no refunds for any mechanical appliance or air conditioning failure. In the event of any problem during your stay, notify FKLR and/or call the Property Manager immediately. We will make every reasonable effort to have necessary repairs made as soon as possible.

13) Pets: Are not permitted in most rental properties unless specifically authorized. In the event that a property does accept pets, FKLR must be notified when making the reservation and a \$250 non-refundable pet fee will be applied to the reservation. In the event there is a pet on the property without prior permission, it will result in immediate eviction and \$500.00 cleaning charge deducted from security deposit. The guest will be charged for any additional costs with regard to returning the rental property to the original condition.

14) Smoking: Smoking is prohibited in all rental properties. Any signs of smoking indoors will forfeit security deposit.

15) Amenities: Amenities include air-conditioning, fully equipped kitchen with cookware and utensils, microwave, coffee maker, blender and toaster. Also provided are bed linens, bath towels, cable TV and telephone with free local calls. Most properties offer washer/dryers and dishwashers. Additional amenities such as grills, internet service, and DVD players are provided as a convenience to our guests but cannot be guaranteed. Beach towels, detergents and most toiletry items are normally not furnished at the rental property. Our rental properties are individually owned, and each reflects the owner's personal taste. Please note furnishings, décor, and amenities may be changed without notification.

16) Housekeeping: Accommodations are to be maintained in a neat and clean condition. TOWELS are to be laundered by the Guest. It is understood that last minute bed and bath linens may be left for housekeeping upon departure. Your rental property will be cleaned prior to your arrival and upon departure. Daily maid service is not included; however, additional service may be provided by prior arrangement. A departure-cleaning fee is

required on all rentals. Any necessary additional cleaning charges will be deducted from the security deposit. Stays longer than 30 days will include cleaning every two weeks at an additional charge.

17) Utilities: There is a \$400 cap on all weekly rental utilities. The guest will pay utility costs by deducting the charges from the security deposit.

18) Davits or Lifts: All properties prohibit the use of boat Davits or Lifts. Any watercraft or similar items belonging to the property owner, that are on the rental premises are not to be used by guest.

19) Boats and Personal Watercrafts: All boats and/or personal watercrafts being brought to, stored on or docked at the rental require **PROOF OF INSURANCE PRIOR TO OCCUPANCY**. Property owners are not responsible for any damages to boats and personal watercraft.

20) Pools: Use at your own risk. There is **NO LIFEGUARD**. **NO diving permitted**. Do not leave children without adult supervision. No infants allowed in pools without specialty swim diapers. Pools have regular maintenance carried out by a qualified and licensed pool company. Due to the tropical nature of our area, it is not unusual to find unexpected debris in the pool falling from trees & surrounding vegetation, especially when there is a breeze or rain showers.

Pools are heated, however if several cold days occur, water temperatures will drop and may stay cooler longer. There will be days when the weather conditions will not allow pool heaters to accommodate swimming and temperature recovery times will vary. While we take every precaution to ensure that pools are heated as specified, weather conditions may affect the temperature of the pool and spa. Outdoor spas are not hot tubs. Spa temperatures are set at the same temperature as the pool. FKLR is not responsible for pool/spa temperatures, closures or malfunctions. No credit, discount and/or rate adjustments can be granted for circumstances beyond our control. **TAMPERING WITH POOL EQUIPMENT WILL BE SUBJECT TO ADDITIONAL CHARGE.**

21) Kayak/Paddle Board Equipment Use & Liability Release: Guest(s) except for use, as is, the equipment listed below, and you accept full financial responsibility for the care of the equipment while in your possession and/or for guest(s) entire party staying at the rental. Guest(s) will be responsible for the replacement, at full value, of any equipment used which is lost, stolen, damaged, or otherwise not returned to the rental, as well as other applicable fees as outlined on the Equipment Use Agreement.

Guest(s) understand that the sport of paddling and other related water activities involves inherent and other risks of injury and death. Risks include but are not limited to: physical exertion, inclement weather, capsizing of the watercraft, immersion in water, hypothermia, accidents or illness in remote areas, equipment failure or malfunction, drowning, and loss or damage to personal property. Guest(s) voluntarily agree to expressly assume all risks of injury or death that may result from the use of this equipment. Guest(s) agree to use the equipment only in the specified and agreed upon area, and further agree to always wear an approved person floatation device while using the equipment and that you understand the equipment's use and function. Guest(s) agree to release FKLR; it's owners, employees, volunteers, affiliates, agents, officers, directors, and manufacturers and distributors (collectively "providers") of the equipment from all liability for injury, death, property loss and damage which results from the equipment user's participation in kayaking, paddle boarding, or other related water sports activity, or is in anyway related to use of this equipment, including all liability which results from negligence of providers, or any other person or cause. Guest(s) further agree to defend and indemnify providers for any loss and or damage related in any way to use of the equipment. With respect to group rentals, by accepting "the terms and conditions of FKLR, lessee hereby represents and warrants that he/she has secured the consent of all users of the equipment being rented to assume all risks of injury, loss, or damage resulting from or related to the use of this equipment and to release the providers from all liability as provided above.

By reading and accepting FKLR terms and conditions, you have read and understand this equipment rental and liability release agreement. Equipment List (includes but not limited to) Kayaks, Paddleboards, Paddles, Life Jackets, Hangers, Whistles.

22) Substitution of Accommodations: FKLR reserves the right to relocate a guest to an alternate property of similar quality in the event of unexpected circumstances. (i.e. fire, hurricane, sale of unit, etc.) If the alternate accommodations offered are not acceptable to the Guest a full refund will be provided.

23) Properties for Sale: In the event the rental property you are staying in is listed for sale, we may find the need to show the property during your stay. We will make every attempt not to disturb or inconvenience you during your vacation. Upon acceptance of this agreement, we accept your willingness to cooperate in this circumstance.

Should you be interested in purchasing a vacation property during your stay please call the Property Manager.

24) Use of Property: FKLR cannot guarantee quiet use or enjoyment of rental properties due to noise from other persons, neighboring properties, construction, maintenance, etc. No rate adjustments will be made resulting from circumstances outside of the rental property.

25) Notice to perspective tenants: RADON GAS - Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health unit. Pursuant to Section 404.056 Florida Statutes, the undersigned acknowledges that this written notice was received before the undersigned signed a contractual offer, in compliance with Section 475.25(1) Florida Statutes and Rule 21V-10.003, Florida Administrative Code.

26) Indemnity: Guest agrees to indemnify and save harmless the owner and agent for any liabilities, theft, damage, cost or expense whatsoever arising from or related to any claim or litigation which may arise out of or in connection with guest's use and occupancy of the premises including but not limited to any claim or liability for personal injury or damage or theft of property which is made, incurred or sustained by guest. Neither agent or owner are providing any other warranty of any kind, except as otherwise expressly provided herein, whether written or oral, statutory or contractual, express or implied, including, without limitation, THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE, which are hereby expressly excluded. The terms "agent" and "owner" as used in this Agreement shall include their heirs, successors in interest, assigns, employees, agents, and representatives where the context requires or permits. The terms "tenant", "guest", "you", and "your" as used in the agreement shall include tenant's heirs, successors, assigns, guests, invitees, representatives and other persons on the premises during your occupancy (without regard to whether such persons have authority under this agreement to be upon the premises), where the context requires or permits.

27) Risk of Loss: Neither property owner nor property owners' agents shall be responsible for damage or loss of personal property of guest or guest invitees regardless of the cause.

28) Attorney's Fees and Other Cost: Guest shall be responsible to reimburse property owner for all costs, including attorney's fees, incurred by property owner in enforcing the terms of the Rental Agreement.

29) Assignment: This agreement may not be assigned by guest without property owners written consent.

30) Governing Law: This rental agreement shall be construed under the laws of the State of Florida and all parties agree that any dispute or claim arising hereunder shall be adjudicated in Monroe County Florida.