



## SHORT TERM RENTAL AGREEMENT | GENERAL RULES AND REGULATIONS - TERMS OF SERVICE

**1. CHECK IN / CHECK OUT** ARRIVAL time is 4:00 pm | DEPARTURE time is 11:00 am. If the property is ready before 4:00 pm, you may be allowed to check in early. You must call ahead to make sure the home is ready. Do not enter your rental early without permission. Because we need ample time to prepare the home for the next rental, late check-outs are not permitted and will be charged at a rate of \$50 for each hour past 11am. Additional penalties may include, without limitation, additional daily or nightly rental fees and/or loss of revenue incurred by Agent due to the Rental Property not being available for the next group of tenants. Also, late check-ins are permitted but will be charged at a rate of \$50 for each hour past 8pm in case there is no self-entry devices and the physical presence of an employee is necessary. We do ask that if you plan to leave prior to your scheduled departure date or If you plan to arrive later than 8pm on your check in date, that you notify us by phone at 786 867 0267 or by e-mail at [vacations@seguraluxury.com](mailto:vacations@seguraluxury.com).

**2. NO SMOKING UNIT** : SMOKING IS STRICTLY FORBIDDEN IN, OR WITHIN 25 FEET OF THE RENTAL PROPERTY UNLESS OTHERWISE APPROVED BY AGENT IN ADVANCE AND IN WRITING. Tenants must also comply with any and all smoking restrictions in or around the Common Areas or Common Facilities. Evidence of smoking in or near the Rental Property will result in immediate eviction, forfeiture of all amounts paid and will result in additional cleaning fees of \$250 being charged to the Security Deposit Credit Card(s).

**3. PETS:** PETS ARE ABSOLUTELY PROHIBITED IN THE RENTAL PROPERTY UNLESS OTHERWISE APPROVED BY AGENT IN ADVANCE AND IN WRITING. Any evidence of pets in the Rental Property may result in immediate eviction, forfeiture of all amounts paid, and additional cleaning fees being charged to the Security Deposit Credit Card(s). Some breeds of dogs are strictly prohibited by the insurance policy.

**4. USE RESTRICTIONS:** The Guests shall maintain the premises in a good, clean, and proper condition, and use the premises only in a careful and lawful manner. The guests shall leave the premises in ready to rent condition at the expiration of the rental agreement, defined by the Landlord as being immediately habitable by the next guests. People other than those in the Guest party set forth may not stay overnight in the property. Property is not to be used for parties in or around the rental property, or in any common areas or facilities, or for gatherings beyond the registered number of guests. Rental of this property is limited to use by family groups. Primary Guest must be at least 21 years old for the Baby GoldNests, and 25 years old for the Comfort, Luxury and Palace GoldNests. Agent may require proof of Primary Tenants' age as demonstrated by a valid driver's license, passport or other government-issued photo identification prior to entry. If Agent discovers that the Primary Tenant fails to meet this minimum age requirement,

Agent may immediately evict all Guests and the friends of any Guest, and all payments made by any Primary Guest will be immediately forfeited. The person(s) signing the contract must be present during all the rental period.

**5. EXCESSIVE NOISE:** Properties have a strict NO PARTY policy. The Rental Property is located in a quiet residential neighborhood. Quiet time is from 10:00 pm until 8:00 am, or as may otherwise be required by the rules of the homeowner association or the city (if any). Guests agree not to undertake any activities that interfere with their neighbors' right to quiet enjoyment of their property. Guests agree to fully comply with local noise regulations and to use common sense in keeping noise volume low after dark. Any enforcement actions by local law enforcement and/or homeowners association are at the Tenants' sole risk and expense and may result in additional charges or immediate eviction without refund of any deposits or rents. Property manager and owners reserve the right to use noise sensors. Guests agree to not play loud music. Local noise ordinance is strictly enforced.

**6. ARRIVAL CONDITION:** Owner will provide Guest with key or access code which will unlock the front door to the Property. Guest is not allowed to make duplicate keys. A fee of \$50 will be charged to Guest for failure to return a key (if applicable). Any attempt to access a locked area is just cause for immediate termination of this Agreement, forfeiture of all rent paid, and Guest will be liable for any missing items or damage. The home is inspected for cleanliness before your arrival. Please report anything that is not in acceptable condition within two hours of your arrival. Anything not reported in that time frame will be deemed acceptable.

**7. DAMAGE/SECURITY DEPOSIT:**

a) ACCIDENTAL DAMAGE INSURANCE: \$39 for \$3000 of accidental damage coverage.

As a part of your stay, you may purchase a Vacation Rental Damage Protection plan designed to cover unintentional damages to the rental unit interior that occur during your stay provided they are disclosed to management prior to check-out. If purchased, the policy will pay a maximum benefit of \$3000. Any damages that exceed \$3000 or are not covered under the plan will be charged to the credit card on file. If, during your stay at one of our rental properties, an insured person causes any damage to real or personal property of the unit as a result of inadvertent acts or omissions, the Insurer will reimburse the Insured for the cost of repair or Actual Cash Value of such property up to a maximum benefit of \$3000. Certain terms and conditions apply. Full details of the Vacation Rental Damage coverage are contained in the Description of Coverage or Insurance Policy at [www.vacationrentalinsurance.com](http://www.vacationrentalinsurance.com). By submitting payment for this plan, you authorize and request CSA Travel Protection and Insurance Services to pay directly, Segura Luxury LLC, any amount payable under the terms and conditions of the Vacation Rental Damage. Please contact Segura Luxury LLC directly if you do not wish to participate in this assignment.

b) SECURITY DEPOSIT: by electronic check or credit card.

If you do not wish to purchase the Vacation Rental Damage Protection or if the channel does not allow it, a damage deposit will be required (amount depend on the property). Owner reserves the right, at its discretion, to charge a security deposit at the time of reservation. This deposit will be refunded after Guest's departure and an inspection of the Property by Owner, less any deductions for damage to the Property or furnishings, excessive mess requiring additional cleaning or other costs incurred outside the normal course due to Guest's stay.

**8. OTHERS RULES :** The following CONDITIONS MUST BE MET.

Any conditions not met and not covered under the accidental damage insurance will be deducted from the security deposit, charged to the credit card on file or billed to the primary tenant.

- a. No items are missing (including towels and linens) and no damage is done to the home or its contents, beyond normal wear and tear. Otherwise **actual damages** will be billed with a \$25 administration fee.
- b. No costs are incurred due to collection of rents or services rendered during the stay. Otherwise **actual dues** will be billed with a \$25 administration fee.
- c. Dirty dishes are placed in the dishwasher and started. If not done, a fee of **\$30** will be billed.
- d. All food is removed from the refrigerator and cabinets and disposed of. Unopened, non-perishable, sealed food items and paper products may be left if so desired. If not, a fee of **\$30** will be billed.
- e. All trash and debris are placed in trash receptacles. Please do not leave trash sitting around the home. If not, a fee of **\$30** will be billed.
- f. \*If applicable to the property\* Garage remote is returned and unit is left locked. -**\$50**
- g. \*If applicable to the property\* Club house/Amenities key card or fob is returned. (**\$200** per card minimum or cost of the replacement)
- h. All used towels and washcloths are left on the bathroom floor. -**\$30**
- i. No fines for HOA violations, damages to common areas, . Otherwise **actual damages or violations** will be billed with a \$25 administration fee.
- j. Furniture is not moved. Otherwise **\$50** will be billed.
- k. Thermostat must be set to “fan” at least 80 degrees upon leaving to avoid mold and humidity. Otherwise **actual damages** will be billed with a \$25 administration fee.
- l. No late check-out. Otherwise a fee of **\$50** per hour after 11am will be billed.
- m. No holiday/party items left behind. Otherwise **\$50** will be billed.
- n. \*If applicable to the home\* Pool and Hot tub not left discolored due to excessive use without showering. Otherwise **\$100** will be billed.
- o. No pet violation (actual additional cleaning cost / eviction)
- p. No smoking violation. - **actual damages** with a **\$500** minimum charge
- q. No illegal activity or violations - **actual damages/violations** with a **\$500** minimum charge
- r. The renter is evicted by the owner, representative of the owner, or the local law enforcement. -**\$500** and no refund of rent paid.
- s. Only use appliances for their intended uses -**actual damages** with a **\$100** minimum charge
- t. For some properties, trash collection schedule must be followed. Schedule is always mentioned on the welcome booklet of the property. - **actual violations costs** will be billed with a \$25 administration fee.

**9. PAYMENTS:** Rates are subject to change until a reservation is confirmed. An auto summary of the total payment due for your stay is provided as part of the reservation request. The total may change based on the selection or deselection of insurances, deposits and/or optional fees, discounts or services. A confirmed total will be emailed to you once the reservation is accepted.

For stays less than 3 days, no reservation can be made unless rents are fully paid. For stays of 3 to 7 nights An ADVANCE PAYMENT equal to three (3) night’s rent plus tax is required to reserve the home. For stays of 8 nights or more, 1/3 the total rent plus tax (if applicable) is required to reserve the home. The advance payment is not a damage/security deposit. The advance payment will be applied toward the total rental fees. Please make payments in the form of electronic check, Visa, MasterCard or Discover, bank money

orders, cashier's checks or personal checks made payable to Segura Luxury LLC. When paying by check, the funds for the advance deposit, balance and cleaning fee must have cleared the bank before the arrival date. The BALANCE OF RENT plus applicable taxes and fees are due thirty (30) days prior your arrival date. If the balance is not received 30 days prior to the date of arrival, the reservation is subject to cancellation with no refund of the advance payment. Reservations made within 30 days prior to the arrival date must be PAID IN FULL. Some rental websites/channels may require to pay In full even if reservations are made more than 30 days before arrival date. Some channels like Airbnb can have a different reservation and cancellation policy.

All payments must be made in U.S. Funds.

## **10. CANCELLATIONS:**

(a) Should there be a fire, flood, sale of the property or any other circumstance that would prevent the owner from renting the property, the owner reserves the right to cancel the reservation at any time. The guest's sole remedy for said cancellation is a full refund of all rent payments, cleaning fees and any security deposit paid. If such an event occurs after check-in, guest's sole remedy is a pro-rated refund. In this case, Guest agrees to release any claims against Owner;

(b) A thirty (30) day written notice is required for cancellation. If Guest cancels this Agreement more than thirty (30) days from the Arrival Date, Guest will receive a refund of amounts paid, less a \$100 Cancellation Fee. For Guest cancellations made 30 days or less, Guest will be charged for the full Rental Term.;

(c) There is no grace period for this booking, once the unit is booked paragraphs a) and b) are applicable.

In an attempt to mitigate monetary losses to our renters due to unforeseen circumstances, it may be permitted to change a reserved rental period for another rental period (with the same rate) equal to or longer than the original booking with no penalty. Requests are individually based and no guarantees are made. Early departure does not warrant any refund of rent or deposit.

**11. MAXIMUM OCCUPANCY:** Advertised maximum occupancy of the chosen home must be strictly adhered to. If maximum occupancy is exceeded, you may be asked to vacate the property and forfeit any rental payments.

**12. ASSIGNMENT OR SUBLETTING:** Renter will not assign this agreement or sublet any portion of the property.

**13. MINIMUM STAY:** Most properties require a THREE (3) NIGHT MINIMUM STAY. Longer minimum stays may be required during some rental periods. Two night stays are considered for some properties. One night stays are usually NOT permitted.

**14. INCLUSIVE FEES:** Rates include a one-time linen-towel fresh setup. The home will be furnished with an initial supply of paper towels, toilet paper, body wash, conditioner, shampoo, and body lotion, trash bags and dishwasher detergent (if applicable). All additional sundry supplies, food and beverage are the

responsibility of the renter. Other incidental sundries may be at the unit, but are not promised or guaranteed.

**15. NO DAILY MAID SERVICE:** Linens and bath towels are included in the unit but daily maid service is not included in the rental rate. Please ask if this service is needed. We do not permit towels or linens to be taken out from the units.

**16. MAINTENANCE AND DAMAGE:** We strive to ensure that all facilities are in good repair and everything is in working order, however, there may be an occasion when an amenity is unavailable, is out of order, or breaks down during occupancy. We will do our best to make repairs or replacements, but if neither is reasonably possible due to time or availability of parts or service, we cannot guarantee these items and will not make refunds based on malfunctions or circumstances beyond our control.

**17. ENTRY, INSPECTION or EVICTION:** Owner/Manager will have the right to enter the premises (a) in case of an emergency, (b) to make necessary or agreed repairs, alterations, improvements, supply necessary or agreed services, show the premises to prospective or actual buyers, tenants, workers or contractors, (c) when renter has abandoned or left the premises or (d) when eviction is necessary due to breach of contract. In the case of (b), entry may only be made during normal business hours and with prior notice to the renter. In the case of (d), ALL tenants and guests of tenants must vacate the rental property within 60 minutes of the agent's arrival to notify of eviction. If tenant or guests are present when agent arrives, up to 60 minutes will be allotted to immediately remove all personal property and exit the rental property. If tenant or guests are not present or personal property is not removed within 60 minutes, the agent will photograph, inventory and store said property. Charges in excess of the eviction fee may apply if items are required to be removed by the agent. The primary tenant must claim any stored personal property within 30 days. If not claimed, the personal property will be sold or donated.

**18. HOLIDAY/PARTY DECORATIONS:** Guests may decorate for special occasions at their own expense, but must remove and dispose of these decorations prior to departure. Christmas trees may not be left behind as the trash company will not pick them up. There will be a \$50 fee for the disposal of such items left by guests.

**19. LOCKED CLOSETS:** Owners have locked closets for their personal possessions and extras for the rental. These closets are private and are not to be opened by tenants or guests under any circumstances.

**20. PARKING:** The Rental Property may be subject to parking rules, regulations or policies as adopted and/or enforced by local government agencies or the homeowners association (if any). Tenant is expected to be aware of, and fully comply with, such parking rules, regulations or policies. Tenant is advised not to park any trailers at or near the Rental Property without Agent's prior written permission. Neither the Agent nor the Owner of the rental property shall assume any liability or responsibility for any damage or costs incurred by any tenant as the result of any vehicle or trailer being parked at or near the rental property or being towed.

**21. RATE CHANGES:** Until a reservation is accepted and advance deposit is received to reserve a rental period, rates are subject to change without notice.

**22. FALSIFIED RESERVATIONS:** Any reservation obtained under false pretense will be subject to forfeiture of advance payment, deposit and/or rental money, and the party will not be permitted to check-in.

**23. STORM POLICY/ROAD CONDITIONS AND OTHER:** No refunds will be given for storms and hurricanes unless the authorities ask for the local evacuation. If there is a storm or severe weather and a mandatory evacuation order is issued by state or local authorities, Guest shall be entitled to a prorated refund for each night Guest is unable to occupy the Property. Owner will not be liable or deemed in default under this Agreement for any failure to perform or delay in performing any of its obligations due to or arising out of any act not within its control, including, without limitation, acts of God.

If your vacation is during the summer months, please come prepared. We do not refund due to storm conditions. There shall be no refunds of rents due to shortened stays or ruined expectations because of weather conditions. There shall be no refunds of rents because of shortened stays or ruined expectations due to work and family emergencies or other commitments.

**24. WINTER AND SUMMER CONDITIONS:** Tenants are notified that properties may be located in a mountain location where winter conditions may apply or in a tropical location where summer condition may apply. Walkways, driveways, sidewalks, stairs, etc... may be slippery due to rain, ice and snow. These areas may be slippery even when they do not appear to be. It is advised that caution be used. Please step carefully on all outdoor surfaces.

**25. \*If applicable to the home\* CLUB HOUSE/AMENITIES:** A club house key card/amenities key or fob may be located inside the home. A replacement fee of \$200 minimum will be charged if the key card is not returned to the home upon departure. Renters and their guests agree to abide by all club house/amenities rules and regulations. These rules and regulations are posted at the club house/amenities. The club house/amenities may have video surveillance system to monitor all activity. Renter will be responsible to pay for all repair costs associated with damages caused by them or by their guests.

The Rental Property (and/or the Common Areas or Common Facilities) may include certain “Special Amenities” such as private or shared-use spas, hot tubs, whirlpools, saunas or pools. These Special Amenities are considered luxury amenities and are not guaranteed to be available or functioning during Tenants’ stay.

Tenants, and the guest of any Tenant, must comply with any rules and regulations governing the use of Special Amenities (i.e. hours of use, noise restrictions, maximum number of users, consumption of food, use of glass containers, etc.). Violation of such rules and regulations may result in Tenants being banned from further use of the Special Amenities.

**26. \*If applicable to the home\* HOT TUB/ POOL:** No Children under the age of 12 are permitted in the pool and hot tub without direct adult supervision. PLEASE SHOWER before using the pool and the hot tub. Excess body oils and lotions can cause the water to become cloudy, foamy, and/or discolored and decrease the filter efficiency. If pool or hot tub is left discolored due to excessive use without showering, a fee of \$100 will be charged to drain and refill the hot tub and a fee of \$2000 will be charged to drain and refill the pool. When using the pool and the hot tub, remember that there are certain health risks associated with using pool and hot tubs. Use at your own risk.

DO NOT press more than one function button at a time. This can affect the programming and cause the tub to discontinue heating and/or filtering. If maintenance is called to the home for user error, a \$25 fee (\$50 after hours) will be charged to the rental guest. Hot tubs are drained, refilled and chemicals

replenished on a regular basis. Hot tub covers are for insulation purposes and are not designed to support a person or persons. Do not stand or climb on the hot tub cover. When not using the hot tub, PLEASE LEAVE THE COVER ON so hot tub will stay warm and cable LOCKED for safety.

DO NOT dive into the pool or the hot tub.

**27. INDEMNIFICATION:** Owners/Managers are not responsible for any accidents, injuries or illness that occur while on the premises or its facilities unless such damage is the legal result of negligence or willful misconduct by the owner/manager. Owners/Managers are not responsible for the loss of personal belongings or valuables of the renter or their guests. By accepting this reservation, it is agreed that all renters/guests are expressly assuming the risk of any harm arising from their use of the premises or others whom they invite to use the premise. Renter shall indemnify and hold harmless the property owner or representatives of the property owner from all damages, injuries, claims, costs and expenses related to acts, events or omissions occurring in, on or about the property, or arising out of or in any way related to renter's use or occupancy of the property, renter's breach of any term of this Lease, or any work, activity or thing done, permitted or suffered by renter in, on or about the property.

**28. NO ILLEGAL ACTS:** Guests will comply with all statutes, ordinances, and requirements of all municipal, state and federal authorities and all HOA rules and regulations regarding the use of the property. The rental property shall be treated with respect and consideration. Please be aware that some neighbors to this home are renters and some are permanent residents. We ask that the peace and privacy of any of the neighbors to this home be respected at all times. Any violations of the above stated policy could result in eviction from the premises without notice and without refund of any deposits or rents. Any evidence of illegal activity will result in a minimum \$500 fine.

**29. WAIVER:** Failure of Owner/Manager to enforce any provision of this agreement will not be deemed a waiver.

**30. LEGAL:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. In any action or proceeding involving a dispute between owner and renter arising from this agreement, the prevailing party will be entitled to reasonable attorney fees and costs incurred. Guests agree to pay all reasonable costs, attorney's fees and expenses that shall be made or incurred by Landlord enforcing this agreement.

**31. CREDIT CARD:** Any Tenant or intended Tenant who provides any credit card information to Segura Luxury LLC, is doing so as a guarantee of payment of all or any portion of the Rental Fees and each such Tenant accepts all terms of this Agreement and accepts complete liability for the payment of any Rental Fees (including, without limitation, any costs, fees, expenses, charges or penalties related to the rental, occupancy and/or use of the Rental Property as set forth in this Agreement), as well as any damage (not covered under the accidental damage policy) during any Tenant's occupancy and use of the Rental Property. Each Tenant providing his or her credit card understands that these Rental Fees (excluding eCheck payments) will be charged to their credit card and hereby authorizes Agent to charge their credit card for payment of any such Rental Fees.

**32. ENTIRE AGREEMENT:** The foregoing constitutes the entire agreement between the parties and may be modified only in writing and signed by all parties. Each section, subsection or paragraph of this Agreement shall be deemed severable. If for any reason any portion of this Agreement is unenforceable,

that portion shall not affect the applicability or validity of any other portion of this Agreement. This agreement and any modifications, including photocopies or facsimiles, may be signed in one or more counterparts, each of which will be deemed an original and all of which taken together will constitute one and the same instrument. If there is more than one renter, all renters are jointly and severally liable under this rental agreement.

By placing a reservation, ALL terms and conditions of this agreement are deemed accepted and receipt of the information herein acknowledged. Owners and Property Manager reserves the right to add addendum and/or contracts specific to each property and ask Guests to sign it to validate reservations.