

# BEST STAY EVER VACATION RENTAL LLC's

## Rental Agreement Terms and Conditions

By making a reservation, you are entering into a rental contract with Best Stay Ever Vacation Rentals LLC, and therefore, agree to and are bound by Best Stay Ever Vacation Rentals LLC Terms and Conditions:

### 1. Reservation Acceptance and Payment

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- All reservations are confirmed when completed through the online reservation system, and the Terms and Conditions are electronically agreed to. Payment of the initial sum of \$350.00 USD will further signify the full acceptance of the terms and conditions of this Rental Agreement.
- The final payment is due 90 days before the arrival date. We do not auto-collect any rental payments unless other payment arrangements have been made. Best Stay Ever Vacation Rentals LLC will send reminder emails and requests for all reservation payments. It is the Guest's responsibility to locate and open all correspondence.
- The Guest making the reservation must be at least 25 years old, the holder of a major credit card, and must occupy the rental property for the entire term of the reservation.
- If the reservation is made less than 45 days before scheduled arrival a 20% deposit may be required.

### 2. Reservation General Terms and Conditions

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#### Vacation Homes Use

- **TRANSIENT OCCUPANT:** Guests agree that they are transient occupants, not tenants.
- **OCCUPANCY:** By state law, occupancy may not exceed what is posted for each rental property. Maximum occupancy excludes children under three years of age. Guest agrees to never exceed the posted maximum number of guests allowed. Best Stay Ever Vacation Rentals LLC reserves the right to cancel the reservation immediately, with no refund, if the home has more guests than the maximum occupancy allowed.
- **GUEST LIST:** Only persons listed on the guest list are permitted to stay in the rental property. Best Stay Ever Vacation Rentals LLC reserves the right to cancel the reservation immediately, with no refund, if additional guests are added to the home without prior written consent.
- **RENTAL PERIOD:** The rental period will begin and end on the dates shown in the reservation. Failure to abide by the rental period will render the reservation void, and all monies will be forfeited.

- **PURPOSE OF HOME:** All Best Stay Ever Vacation Rentals LLC properties are for the purpose of vacations. No business may be registered to or operated from the homes by guests, whether on a permanent or temporary basis.
- **IMPROPER USE:** No drug use in or near the property. Guests are not allowed to use the property for any immoral or unlawful purpose. Any guest who violates any law or ordinance will immediately terminate occupancy without a refund.
- **QUIET HOURS:** Quiet hours are strictly 10:00 PM Eastern Standard Time to 8:00 AM Eastern Standard Time: Guests who do not comply and disrupt the peace and quiet will be required to vacate the property without a refund.
- **NEIGHBORS:** Best Stay Ever Vacation Rentals LLC may not manage adjoining properties. If a neighboring property is breaking the quiet hours rules, please contact the neighborhood's security or the non-emergency line at the county sheriff's office.
- **RULES AND LAWS:** The guest must abide by all community, city, county, and state parking rules and laws. Guests must follow posted street signs, particularly rules regarding parking as some communities do not allow street parking overnight or require parking on a specific side of the street.
- **CARS:** All Guest vehicles are parked at their own risk. Best Stay Ever Vacation Rentals LLC is not responsible for towing charges, thefts, or damages.
- **SUBLET:** This Rental Agreement may not be assigned, or the property sublet.
- **LOCKS:** No locks may be broken, changed, or added.
- **VIDEO RECORDING/FILMING:** The property must not be used for amateur or professional video recordings without prior written consent from Best Stay Ever Vacation Rentals LLC.
- **DOORS AND WINDOWS:** Remember to close all windows and doors whenever possible, both to keep bugs out and to help the air conditioning system function properly. Furthermore, the air conditioner/heating system will shut down into "safe mode" when any doors or windows are left open for more than 5 min. To have the system return to cooling/heating mode, simply shut the open door/window, and it will automatically return to normal operation.
- **OUTSIDE COOKING EQUIPMENT OR EXTRA APPLIANCES** such as personal grills, ovens, fridges, and freezers are not permitted to be taken to the homes. Bringing these items may cause damage to the home. Furthermore, additional equipment like this that the home was not designed to accommodate can cause electrical issues.
- **VACANT LAND AND PROPERTIES:** Vacant lots and adjacent homes next to homes are not to be used for any type of purpose, including parking. The resort HOA may enforce the removal from the land or property of any guests found to be using adjoining land and homes that do not belong to the homeowner.
- **OWNERS PERSONAL AREAS:** The owner of rental properties may maintain a locked area (such as closets, safes, and or garages) in each property for the storage of their personal belongings. These locked areas are not intended for Guest use and will not be accessible.
- **RV/CAMPERS/TRAILERS/TENTS:** RV, campers, trailers, and tents are not allowed on or near the property, as set forth by the individual community guidelines.
- **EVENTS:** The rental property is not to be used to host parties, events, or social/group gatherings. Only guests whose names are provided on the guest list of the reservation are authorized to stay in the rental property. Any Guest having an event, party, or social/group gathering in the property or exceeding

the number of authorized guests will be removed without a refund. Additionally, if it is discovered upcoming Guests are hosting a party, event, or social/group gathering in one of Best Stay Ever Vacation Rentals LLC rental properties, Best Stay Ever Vacation Rentals LLC reserves the right to cancel the reservation prior to the Guest's stay, with recompense at Best Stay Ever Vacation Rentals LLC's judgment.

- **AIR CONDITIONING:** The thermostats are open for Guests to adjust to comfort. However, when possible, the air conditioning in any rental property should not be set by the Guest below 72 degrees Fahrenheit or 22 degrees Celsius. Setting the thermostat to a lower temperature will not cool the property quicker. Due to the high temperatures in Florida, sometimes it can be difficult for the system to cool the internal temperature below this point. Setting the temperature below 72 Degrees Fahrenheit may result in the system freezing up. If this occurs, the air conditioning will have to be turned off to allow the unit to defrost. The Guest will have no air conditioning during this time and will be responsible for the technician's call-out charges. If the windows have condensation, that is a definite sign the air conditioning temperature is set too low, and there is a risk of freezing the air conditioning unit.
- **HOA RULES AND REGULATIONS:** Guests must agree and abide by all community, and Homeowner Association rules for the community in which they are staying. Guests will be liable for parking violations, trash dumping, noise nuisance, including large parties, and any other violations as outlined by the resort HOA. A copy of covenants, conditions, easements, and restrictions is available upon request. Depending on the Resort, fines per violation can be \$500 with an aggregate maximum of \$3,000.

## Pool / Spa Use

- **POOL/SPA HEATING OPTION:** Pool heat is an optional amenity that is an additional cost to the reservation unless noted in the reservation. Pool heat can be added to a reservation for a daily rate that varies per home. Pool heat must be purchased for the entire duration of your stay. When pool heat is requested by the Guest for their reservation, the heater is turned on 24 hours prior to the Guest check-in date and runs for approximately eight (8) hours per day.
- **POOL AND SPA GENERAL OPERATION:** When the system is in spa mode, the system will automatically adjust the valves so that the water from the spa is returned to the spa and all pump efforts are focused on the spa jets. This bypasses the pool, and the spa will be heated up to between 100 to 102 degrees Fahrenheit. If left in Spa mode for a long period of time, the pool will not be getting any heated water, and so the pool will cool down.
- **POOL PUMPS:** Pool/Spa pumps are also controlled off-site and are set remotely to come on in the morning and go off in the evening. This will control the flow of pool heat as well as the decorative water features like the spa spillover or fountains.
- **POOL HEATER OPERATION:** Pool heaters are controlled remotely off-site. Pool heaters are set to operate in the early morning and turn off in the evening. The use of pool heating cannot guarantee the actual temperature of the water in the pool. The pool heater is remotely set at 86-88 degrees, and the spa is set to 100-102 degrees. However, reaching these temps is dependent upon many factors, including (for illustration) the ambient temperatures, the volume of cool

rains, water added during weekly maintenance, general weather conditions, and the number of people using the pool, etc. In the coldest winter months heating the pool can be difficult, with the water temperature dropping down overnight. Florida has a tropical climate, but cold fronts can bring overnight low temperatures in the 30s and 40s that can last for several days. Unfortunately, under these circumstances, there is no way the pool/spa heater will be able to keep the water at a temperature in the mid to high 80s, especially where pool/spa heat is provided via an electric heat pump if the outside air temperature drops below 55 degrees Fahrenheit. Electric heating pumps do not operate effectively below this temperature, and failure of such devices to heat the pool/spa to the desired temperature is outside of the company's control and is regarded as an act of nature. Please note that cold weather does NOT constitute a mechanical failure, and no refunds will be given for problems that are due to cold weather.

While all appropriate maintenance will be taken to maintain the pool heater's proper function, it is not possible to guarantee that the pool heating will be able to heat the water to a temperature comfortable enough to swim in due to conditions out of our control. Despite the above elements, which are beyond the control of the owners and managers, all efforts will be made to heat the pool when requested by guests.

**IMPORTANT NOTE:** The pool heats to 86-88 degrees, and a human body temp is 98.6, keeping that in mind, with the pool heater running, you will still feel the water cool to the touch. The pool will not heat to bath water temps, and it will not feel like a bathtub. However, the spa will always reach temps of at least 100 to 102 when requested.

**MACHINE RELIABILITY:** Even with the best maintenance, machines can and do break down. In the event that the pool heater fails during your visit, every reasonable effort will be made to have it repaired in a timely manner. However, neither the Owner nor Best Stay Ever Vacation Rentals LLC can be held responsible if, for reasons beyond their control, the heating cannot be restored promptly. If it is not possible to have a repair done in a timely manner, then a refund of the pool heat fee will be made to the Guest. The refund will be only for the time that the pool heater was inoperable but without interest and/or other compensation or liability for loss.

### **Visits / Home Entry / Access**

- **VISITS TO THE HOME/NOTICE OF ENTRY:** Best Stay Ever Vacation Rentals LLC will not enter the home without notifying the guest. Every effort will be made to not enter the home during your stay. If entry is needed, a notice will be given to the Guest whenever possible. However, the Guest understands and agrees Best Stay Ever Vacation Rentals LLC and/or its representatives may need to enter the property as reasonably necessary for protection, inspection, maintenance, repairs, or other services, viewing by prospective buyers, or for any other emergency and with such notice as, in its sole discretion, as Best Stay Ever Vacation Rentals LLC deems appropriate.

## Vacation Home Monitoring

- **SMART HOME TECHNOLOGY:** In an effort to provide a peaceful and positive experience, the property may or may not have Smart Home technology installed. This proactive technology can help prevent problems before they arise. Smart Home technology can include, remotely monitored air conditioning thermostats, remotely monitored door locks, remotely monitored pool heater controls, and Other technology that may be in your home:

**-Noise-measuring devices** measure decibel volume levels throughout the property. Noise measuring devices are privacy-compliant and do not collect or record any voice recordings or biometric data. For more information, you may visit <https://noiseaware.com/privacy-policy/>.

**-Mobile device sensors** report the total number of cellular devices inside the property at any one time. Best Stay Ever Vacation Rentals LLC will not receive any personal information in these reports or even any information about anyone's individual device. For more information, please refer to [www.partysquasher.com/privacy/](http://www.partysquasher.com/privacy/)

**-Security Cameras:** Just like hotels, for security purposes, surveillance devices, such as security cameras and smart doorbells, may be installed on the outside of the rental property. These devices are recording and are monitored 24/7 off-site. These will typically cover the front door and driveway of the home, and sometimes down the sides of the home. There are no cameras inside the homes or over the pool areas as we honor guest privacy. The resort communities may also have security cameras in place at the resort entrance, clubhouses, pools, community areas, gates, etc.

**-Alarm Systems:** The vacation rental may be equipped with an alarm. Guests are encouraged to use it during the stay, but it is not mandatory. Guests will be given the code to arm and disarm the panel and may use it as they see fit. This unit is monitored off-site.

## 3. Basis of Rental

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- Each rental property comes complete with a fully equipped kitchen including a refrigerator, freezer, oven, range, microwave, dishwasher, toaster, coffee maker, blender, cookware, dishes, glasses, and utensils. Each Property also includes a full-size washer and dryer, iron, and ironing board. In addition to this, properties come with bed linens and bath towels.
- While Best Stay Ever Vacation Rentals LLC tries to provide each Guest with everything they will need, there are some items that are not provided in the rental properties. Vacation rental properties are self-catering accommodations. Best Stay Ever Vacation Rentals LLC provides a complimentary starter of soaps, a paper towel roll, a toilet paper roll in each bathroom, laundry pods, dishwasher

Pods, and trash bags in all tall containers. Once these items are used, it is the Guest's responsibility to replenish them.

- Best Stay Ever Vacation Rentals LLC Homes is an independent property management company that manages privately owned individual rental properties located within resort communities. Best Stay Ever Vacation Rentals LLC 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, restaurants, etc. The Guest acknowledges that Best Stay Ever Vacation Rentals LLC is not liable if access to any such resort amenities is restricted due to maintenance, resort policies, or any other reason.

## 4. Check-In and Check-Out

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- Check-in time is after 4:00 pm EST, and Check-out is before 10:00 am EST.
- Early check-in or late check-out can be requested for an additional charge. Early check-in or late check-out is only available on days when there are no other arriving or departing guests on the same day. As such, these will be tentatively booked and confirmed only within the last 72 hours prior to arrival. It is the Guest's responsibility to contact Best Stay Ever Vacation Rentals LLC 72 hours before arrival to confirm availability.
- In the event a Guest fails to depart from the property before 10:00 am EST with no late check-out confirmed in writing and results in Best Stay Ever Vacation Rentals LLC being unable to clean and prepare the rental property for the next arriving guest that day, the departing guest agrees to pay damages and costs incurred by Best Stay Ever Vacation Rentals LLC; including but not limited to moving the incoming guest to another rental property.
- All homes managed by Best Stay Ever Vacation Rentals LLC have electronic locks, and guests can check in 24/7 without stopping by the office.

## 5 Check-In Documentation

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- Once the final payment and the signed/accepted rental agreement have been received, the door code and arrival information will be emailed to the Guest. Guests will receive these documents 72 and 24 hours before the arrival date.
- All arrival information, door access code, and the digital welcome book are available to the Guest in the Guest Pass Portal account.

## 6 Arrival Inspection and Pre-Existing Damage Report

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- The Management Company inspects the property for damages/issues before Guest arrival, but sometimes things can happen before check-in. In case of this unlikely event, the Guest agrees to let Best Stay Ever Vacation Rentals LLC know

immediately. Also, during the stay, Best Stay Ever wants to ensure everything is perfect. Notify us of anything that may need attention during your visit.

- **THE BEST RULE TO FOLLOW:** If you would consider calling the management company about something after you check out, or if it would cause you to rate us less than five stars, do not wait! Notify us immediately, as we want your stay to be nothing less than amazing.
- The Guest must notify Best Stay Ever Vacation Rentals LLC within three (3) hours of arrival if there is already any damage or notable conditions.
- The Guest is responsible for the cost of any damages sustained to the property, décor, or its contents during the stay; this includes the moving of items to another property.
- In general, the standard of all properties is reflected in the rental price. Properties with lower nightly rates are typically older; the furniture and contents of the property will, therefore, be subject to some age and more wear and tear from use. Older homes may also be more susceptible to mechanical issues if items such as appliances, air conditioning, and pool heating equipment are older. Should a mechanical issue occur, best efforts will be made to repair or replace the unit in the shortest time.

## 7. Accidental Damage Protection (ADP)

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- The Accidental Damage Protection fee for each reservation is non-refundable and will cover reported accidental or inadvertent damages - these must be reported immediately by email to Best Stay Ever Vacation Rentals LLC within 24 hours.
- The Accidental Damage Protection will become void upon departure; any unreported damage found by Best Stay Ever Vacation Rentals LLC will be the sole responsibility of the guest who incurred the damage.
- The value of the damage protection is up to \$1,000 for condominium/townhome properties and \$1,500 for homes. Animal damage, intentional damage, theft, or gross negligence is not covered and will result in additional costs to the Guest. The plan is provided and administrated by Best Stay Ever Vacation Rentals LLC and is not an insurance policy.

## 8. "Last Minute" Reservations

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- The following eight (8) items will be required for reservations made within 30 days of arrival. These precautions may also be requested for any reservation regardless of the processed date.
  1. Guests must meet a representative from Best Stay Ever Vacation Rentals LLC for an in-person check-in. This meeting will be at the rented vacation home during office hours unless agreed to and put in writing.
  2. The Guest making the reservation must be 25 years of age or older and occupy the rental property for the entire reservation term.
  3. The reservation must be in the same name as the name on the credit or debit card used for payment.

3. The credit or debit card used is required to be shown at check-in.
4. A valid driver's license or passport is required.
5. A billing statement to the same address associated with the credit card must be presented.
6. The name on all documents must match the name of the lead Guest on the reservation making payments, the name on the credit /debit card used, the name on the photo ID, and the name on the billing statement.
7. Best Stay Ever Vacation Rentals LLC does not accept prepaid cards.
8. Best Stay Ever Vacation Rentals LLC does not accept email addresses less than a year old.

## 9. Security Deposits

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- A security deposit may be requested for selected properties for loss or damage caused to the property and its contents. The security deposit may be required after the initial reservation is made. The Management Company will have sole discretion if a security deposit is required.
- The security deposit will be fully refunded to your credit card if there is no damage or breakage. Guests can expect the security deposit refund within two weeks of vacating the home.
- Failure to pay a requested security deposit will lead to a cancellation of the reservation.

## 10. Additional Damages

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- Should the Guest experience any new issue with the rental property during the stay, the Guest must contact Best Stay Ever Vacation Rentals LLC in writing, who will make efforts to rectify the matter.
- No action can be taken, or liability accepted for any complaints received after checkout.

## 11. Departure Cleaning

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- All Best Stay Ever Vacation Rentals LLC rental properties require a one-time departure cleaning. The cost of this departure cleaning varies and is paid for by the Guest. The cleaning fee is non-refundable.
- During the stay and at departure, all garbage must be properly bagged and placed in the proper receptacles by the Guest. The type of receptacles, collection days, and further procedures will be provided during arrival and in the Guest Pass Portal.

The Guest understands any garbage left in the home after departure will be subject to a removal fee.

## 12. Smoking

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- All properties are strictly non-smoking. Failure to comply with this will result in the removal of the Guest from the property, without recompense or refund. The Guest understands this will include the loss of the security deposit and/or a charge to the Guest's credit card to cover the deep clean costs. The minimum fine for smoking is \$500. Smoking is permitted outside of the property while all doors and windows are closed.

## 13. Service Animals and Emotional Support Animals

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- Certified and properly registered service animals are always welcome. It is not required, but it is helpful if Best Stay Ever Vacation Rentals LLC is notified of service animals in advance of check-in.
- Emotional support animals are not classified as trained service animals and are welcome but subject to an "animal recondition fee" charged at booking. Permission must also be granted in writing from Best Stay Ever Vacation Rentals LLC to bring an emotional support animal.
- Guests of service animals and emotional support animals are responsible for all damages caused by the animal during the stay. The ADP fee does not cover any damages caused by such animals. (See Section 6)

## 14 Pets

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- Absolutely no pets are allowed. Failure to comply with this will result in the removal of the guest from the property, without recompense or refund, and the loss of the security deposit or a charge to the guest's credit card if no security deposit is in place to cover the deep clean costs. The minimum fine for having pets is \$500.

## 15. General Safety

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- Best Stay Ever Vacation Rentals LLC cannot accept any responsibility for the Guests' personal safety during their vacation. Guests are reminded to exercise care as to the personal safety of themselves and their companions. Use of the pool/spa, and any community pool, basketball courts, tennis court, recreation area, etc. is entirely at the Guests' own risk. It is particularly important that children are supervised at all times in and around the pool areas.

- Pools and spas are used at the Guests' own risk.
- Guests under 18 years of age must be accompanied at the pools at all times.
- For the safety of children, doors that have direct access to the pool may be alarmed. Tampering or disconnection of these devices is a criminal offense. 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. Please do not tamper with the pool alarms. A minimum charge of \$250.00 per alarm will apply for its repair/replacement if tampered with. Alternatively, the property may have a pool safety fence located around the pool area. At no time during Guests stay is the safety fence to be removed or adjusted. If this pool safety fence is removed during the stay at the home, the Guest will assume full responsibility for any and all use of the pool and spa.
- The safety fence (if installed) must be used at all times. Guest agrees that an adult will be responsible for closing pool fences and gates after entering the pool area, do not leave this responsibility to children.
- Spillover spa rules - Maximum use of 15 minutes. Pregnant women, small children, people with health problems, and people using alcohol, narcotics, or other drugs that cause drowsiness should not use the spa without first consulting a doctor.
- Games, toys, and baby furniture/equipment are used at the Guest's own risk. young children must be supervised at all times.
- It is the Guest's responsibility to supervise children at all times. Children under 18 years old should not be allowed to use features intended for adults such as gyms, saunas, spas, etc., where they could potentially injure themselves. Children should not be allowed to use items intended for adults, such as billiard tables or other items where they could potentially cause damage.
- If the Owner has provided a complimentary barbecue grill free of charge, or a barbecue grill has been rented via any party, be aware that it is being used at the Guest's own risk. Guests will be held responsible for any damage caused by the use or misuse of the grill. Only use the grill in open, outdoor areas. The grill must not be used in any enclosed, screened, or covered areas. Best Stay Ever Vacation Rentals LLC and/or the Owner do not accept liability for equipment failure. It is the Guest's responsibility to clean and maintain the grill and replenish propane as required. There will be a minimum cleaning charge of \$50 if the grill needs professional cleaning to enable use by the next guest.
- If the Guest ever feels they may be in a life-threatening situation for any reason, the guest is urged to call 9-1-1 immediately before calling Best Stay Ever Vacation Rentals LLC.

## 16. Allergens

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- Because it is nearly impossible for persons who have an allergy to peanut dust to avoid triggering a reaction if peanut dust is in the air, Best Stay Ever Vacation Rentals LLC is unable to guarantee a peanut-free or allergen-free property. Best Stay Ever Vacation Rentals LLC cannot prevent previous guests from bringing peanuts or products containing peanuts into Best Stay Ever Vacation Rentals LLC

properties. In addition, Best Stay Ever Vacation Rentals LLC cannot give assurances that remnants of peanuts and/or peanut dust/oil will not remain anywhere in the property.

- Best Stay Ever Vacation Rentals LLC cannot guarantee that a property will be free of other allergens such as perfumes, lotions, cleaning solutions, etc.
- Guests may not bring into the property pesticides, bleach, sanitizers, candles, or air fragrances.

## 17. Insects and Wildlife

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- Guests are reminded that Florida has a tropical climate and is, therefore, home to many insects, etc. Homes are professionally treated on a regular basis to repel such unwanted visitors, but inevitably they will occasionally find their way into the property. The problem can be greatly reduced if doors and windows are not left open as well as food and crumbs are not left on countertops, tables, floors, or in the pool area, and if spills are cleaned up immediately. Guests are welcome to ask for pest services during their stay should a situation arise.
- Best Stay Ever Vacation Rentals LLC's preventative efforts cannot guarantee there will not be an encounter with wildlife, bugs, insects, or pests of all types. Guests agree Best Stay Ever Vacation Rentals LLC cannot be held accountable or liable for encountering any of the above, whether outside or inside, the rental home.
- Every property is inspected to check there are no pests present. If pests are ever suspected, the Guest must immediately contact Best Stay Ever Vacation Rentals LLC, who will contact a third-party pest control company for further inspection and treatment if deemed necessary.
- Florida wildlife may pose a danger. Approach all outdoor areas with caution.
- Never feed or approach wildlife. All pictures must be taken from a safe distance. Common Central Florida wildlife includes but is not limited to, alligators, snakes, raccoons, foxes, sandhill cranes, etc. It is very dangerous to allow these animals, and many others, to become accustomed to receiving food from humans, as it may result in future attacks.

-Feeding of Alligators in Florida is illegal. Statute 372.667 makes it a misdemeanor to feed Alligators.

-It is illegal to feed Racoons, Foxes, and Sandhill Cranes - Florida Statute 68A-4.001 lists feeding these animals as a misdemeanor.

## 18. Personal Items Left Behind

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- In the event a Guest may have left a personal item behind in the rental property. Best Stay Ever Vacation Rentals LLC will do its best to locate it; however, the Owner and the Management Company are not responsible for any losses. If the item is found, the Guest will be advised and given the contact details of a local

company that specializes in collecting and mailing package deliveries. The Guest will be responsible for arranging collection, shipment, delivery, and any other costs incurred. Any unclaimed items may be donated to charity or disposed of after 30 days.

## 19. Optional Travel Insurance

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- Travel Insurance is offered through a third-party provider. The cost and coverage of the travel insurance are respective to the third-party company.
- Best Stay Ever Vacation Rentals LLC highly recommends guests purchase trip insurance at the time of booking or within 14 days of booking if concerned about possible interruption or cancellation of the trip. For more information or to purchase a Rental Guardian Insurance policy, go to BestStayEver.com and click on the "Services" tab.

## 20. Hurricane Policy

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- Because of the generous cancellation policy, Best Stay Ever Vacation Rentals LLC does not offer a specific refund due to hurricane activity. Guest is encouraged to also see Section 22 of this Agreement for cancel options available to the Guest. The peak season for tropical activity is August through October. If Guests are concerned about possible interruption, cancellation, or delayed travel due to tropical occurrences, they are strongly encouraged to purchase optional trip insurance at the time of booking or within 14 days of booking. (See Section 19 of this agreement, "Optional Travel Insurance")
- In the case of a hurricane watch/warning, Best Stay Ever Vacation Rentals LLC may need to make preparations to the homes, whether occupied or unoccupied, for the safety of guests and the homes. This includes but is not limited to, moving outdoor furniture and décor indoors. Best Stay Ever Vacation Rentals LLC will make every effort to ensure prior communication of such activity and ensure the least amount of inconvenience to the Guest.

## 21. Force Majeure

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- There may be circumstances beyond Best Stay Ever Vacation Rentals LLC's control and contemplation, in which the property might not be available for the reservation. Examples of these include but are not limited to, destruction of property, sale of property, water, gas/sewer leaks, fire, or any other damage to the property making it inhabitable or potentially inhabitable. In the event of Force Majeure, Best Stay Ever Vacation Rentals LLC will do its best to make alternative arrangements with a comparable property for the Guest whenever possible. If Best Stay Ever Vacation Rentals LLC is unable to do so or if the alternative arrangements are not acceptable to the Guest, then Best Stay Ever Vacation Rentals LLC will refund all monies paid minus any already completed nights. If the Guest accepts the alternative accommodation, they agree to relocate back to the original property when it is deemed available by Best Stay

Ever Vacation Rentals LLC. This will be the full extent of Best Stay Ever Vacation Rentals LLC's liability to the Guest and will not be responsible for any other costs connected with any such cancellation, howsoever arising.

## 22. Cancellation Policy

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All reservations made with Best Stay Ever Vacation Rentals LLC. are subject to the cancellation terms below:

- **REASONS TO CANCEL:** The Guest may cancel the reservation for any reason
- **CANCEL 60 DAYS OR MORE BEFORE ARRIVAL DATE:** 100% of the full rental amount will be refunded, less fees incurred by Best Stay Ever Vacation Rentals LLC and/or the Owner.
- **CANCEL 60 DAYS OR LESS BEFORE ARRIVAL DATE:** The Guest forfeits the full rental amount. However, the Guest may request the forfeited funds be applied to a future booking. Guest can apply the funds to any open dates on the calendar for a future booking in the same home. The Guest understands the new nightly rates may be different than what was originally booked and agrees to pay the difference owed on the new reservation. Best Stay Ever Vacation Rentals LLC and the Owners cannot promise any specific replacement dates as the calendar is always open and is booking up to three (3) years in advance.
  - Any funds not applied to a new reservation within three years of the original date of travel, will then be forfeited. This concession is gladly offered one time per original guest reservation and cannot be extended beyond what is written.
  - Guest further understands that during the three-year period, if the home is sold or no longer managed by Best Stay Ever, the Guest will be offered another Best Stay Ever home to book. The Guest is responsible for the cost difference, and no refund or credits will be provided.
- **AFTER ARRIVAL (MID-STAY) CANCELLATION:** If the length of stay is reduced for any reason from the original dates after the Guest has checked in, no refund or future travel credits will be provided.
- **CANCELLATION DUE TO NON-PAYMENT:** Cancellation due to non-payment of the balance by the due date will result in the loss of all money paid.
- **OWNER / MANAGEMENT CANCELLATION:** In the highly exceptional circumstances of the Owners or Best Stay Ever Vacation Rentals LLC having to cancel a confirmed booking, we will endeavor to locate a suitable alternative rental property that is mutually agreed upon. If this is not possible, then all money paid will be refunded in full, but without interest and/or other compensation or liability for loss. Neither the property Owners nor Best Stay Ever Vacation Rentals LLC accepts any responsibility, and no compensation will be payable.
  - Best Stay Ever Vacation Rentals LLC reserves the right to cancel any reservation made as a result of an error, omission, or other unforeseen circumstances. This includes verbal, written, or website errors, which may affect the price, availability, or type of property rented.
- **OTHER CANCELLATIONS:** If cancellation and/or changes to the terms of the booking are brought about, or become necessary, due to war or threat of war, riot, civil commotion, terrorist act, industrial dispute, natural disaster, fire, flood,

nuclear incident, a travel ban due to a health pandemic like Covid19 and/or any other highly significant and extraordinary event beyond the reasonable control of the Guests, Owners and/or Best Stay Ever Vacation Rentals LLC, Guest may cancel their booking anytime up to the check-in date for a refund.

- If the cancellation was for any of the above-listed types of events where travel is prohibited and occurs within the 60-day window of arrival, all money paid will be refunded minus the cost to book. This type of cancellation concession must be agreed upon in writing by the owners.
- In addition to all the above, neither the Owners, nor Best Stay Ever Vacation Rentals LLC will accept responsibility for or be able to offer refunds due to the closure or congestion of airports, technical problems with transportation, or cancellation of schedule, changes by carriers, whether scheduled or charter.
- **GENERAL CANCELLATION INFORMATION:** All cancellations must be received and confirmed in writing.
- The guest is reserving a specific property for specific dates. The dates and the property cannot be changed, doing so would effectively cancel the original reservation, and so the above cancellation policy would apply.
- Guest understands the "fees" charged to a reservation include, but are not limited to, the costs associated with fees charged by money exchange services for money transfers in and out, credit card fees, and commissions paid to services for booking, etc. (Most costs/fees for transfer are 3% origination and 3% to refund money back to Guest=6% Total Cost.)
- Best Stay Ever Vacation Rentals LLC advertises rental properties under its own management, other local management, and third-party booking sites. This Cancellation Policy is in effect for any property booked through Best Stay Ever Vacation Rentals LLC or any property where Best Stay Ever Vacation Rentals LLC is the merchant of record. (Like VRBO)
- Best Stay Ever Vacation Rentals LLC regrets that they are unable to waive any of the cancellation charges above, whatever the circumstances. Please consider trip insurance protecting against unforeseen cancellations for your Florida vacation.

## 23. Errors and Omissions / Marketing / Website

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- All descriptions given on the websites and booking channels are made in good faith and Best Stay Ever Vacation Rental LLC. accepts no liability whatsoever for errors or omissions.

## 24. Limitation of Liability

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- Best Stay Ever Vacation Rentals LLC, and/or the owner do not accept liability for equipment failure and/or services in the rental property. In the event of failure of equipment, the guest must notify Best Stay Ever Vacation Rentals LLC within one

working day, such that Best Stay Ever Vacation Rentals LLC may elect to rectify the failure.

- Best Stay Ever Vacation Rentals LLC, and/or the owner do not accept liability for lost or stolen personal property of the guest from the rental 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 Best Stay Ever Vacation Rentals LLC to report the lost or stolen items.
- Best Stay Ever Vacation Rentals LLC, and/or the owner accept no liability for personal loss or injury to the guest during the rental period.
- Best Stay Ever Vacation Rentals LLC, and/or the owner accept no liability for restricted access or no access to any resort amenities during the rental period.
- The guests understand that there is NO lifeguard on duty and it is a major condition of this reservation that the use of the rental property and pool is entirely at the guest's 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 by a strong swimmer. The guest must immediately report any problems with the pool alarms or pool safety fencing.
- All guests understand and agree that neither the property owner or the property manager, along with the management company representatives, cannot accept responsibility whatsoever in case of accident or illness whilst on the property.
- Best Stay Ever Vacation Rentals LLC, do 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.
- Best Stay Ever Vacation Rentals LLC, cannot accept any liability for the failure of public supplies such as water, electricity, or gas 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 Best Stay Ever Vacation Rentals LLC, has no control. Best Stay Ever Vacation Rentals LLC, cannot accept any liability for the air conditioning system, telephone, internet, pool heater, or any household appliance breaking down. Urgent steps will be taken for a local repairman to rectify any problem.
- Best Stay Ever Vacation Rentals LLC accepts no responsibility or liability for any loss, damage, or alteration in the terms of a reservation caused by events beyond Best Stay Ever Vacation Rentals LLC, control, including, but not restricted to war, terrorist activity, civil commotion, flight delays or cancellations airport closure, adverse weather conditions, fire, flood or industrial dispute. There will be no credit given for shortened stays due to late arrival or early departure for any reason, and no credit given for cancellation due to weather conditions.
- Any disputes under this agreement shall be resolved exclusively via binding arbitration according to the rules of the American Arbitration Association for commercial disputes in Osceola County, Florida, applying Florida law. Each party shall pay their own attorney Fees/costs and, the State of Florida shall have exclusive personal and in rem jurisdiction over any dispute.
- Jury & Class Action. The parties waive their rights to jury trials and class action suits.
- By renting a vacation home, you voluntarily assume all risks related to exposure to viruses, including but not limited to Coronaviruses such as COVID-19.

## 25. Legal Terms

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- **Arbitration.** Any controversy or claim directly or indirectly connected to this contract, including, but not limited to, credit card dispute process and civil litigation, shall be settled by arbitration and shall be administered by the American Arbitration Association with one Arbitrator in Osceola County, FL. Judgment on the award rendered by the arbitrator may be entered in any court with jurisdiction. Parties agree this clause provides a reasonable alternative to civil litigation and credit card disputes because it is mutually agreed to and administered by a neutral party.
- **Assignment.** Any attempted assignment, delegation, or sublease of this Agreement is invalid.
- **Chargebacks.** Guest waives any right to dispute a credit or debit charge, request or demand a chargeback, or dispute that a detailed item description was provided, contact information was clearly and prominently displayed, and grievance policy instructions were provided.
- **Conflict of Terms.** In the event of any material conflict between the terms of this Agreement and any other agreement, the terms of this Agreement shall control.
- **Data Usage.** Guest consents to the use by Management Company of its data, as subject to governing law.
- **Discretion.** Management Company has sole discretion concerning the determination of breach or remedy, subject to good faith and adherence to usual and customary practices in the vacation home market.
- **Entirety.** This is the entire agreement, superseding all related previous negotiations, agreements, and UCC implied terms.
- **Headings.** Headings are solely for convenience, are not constitute part of the agreement, and do not affect its interpretation.
- **Hold Harmless and Defend.** Guest agrees to hold harmless and defend Management Company and its agents against any third-party complaints.
- **Indemnity.** Guest agrees to indemnify Mgt. Co. for the reasonable cost to defend and any payments made to settle any third-party claims, including those made by members of the Guest's party and invitees and licensees of the Guest on the Property.
- **Interpretation.** This agreement shall not be construed in favor of the non-drafting party.
- **Liquidated Damages.** The parties agree liquidated damages in this agreement constitute non-punitive and difficult to forecast damages.
- **Litigation Terms.** For litigation between the parties not subject to the arbitration clause, the Ninth Judicial Circuit of Florida shall be the exclusive forum for any claims related to this agreement unless there exists exclusive Federal jurisdiction, in which case it shall be the U.S. Dist. Ct. for the Southern Dist. of FL. Claims shall be governed by the laws of FL to the exclusion of all other laws, conflict of law principles, and legal theories. The parties waive their rights to a jury trial. The prevailing party shall be entitled to reasonable attorneys' fees and costs from the non-prevailing party for defending chargeback

demands, public, social media, Better Business Bureau, administrative, or other complaints and litigation arising out of this agreement or otherwise.

- **Modification.** Only Best Stay Ever Vacation Rentals LLC has the authority to modify this Agreement, which must be in writing.
- **Performance.** Management Company is excused from performance when made impracticable by the occurrence of a contingency, the non-occurrence of which was a basic assumption on which the contract was made.
- **Reliance.** Guest acknowledges that he/she/it has not relied upon any current or prior representations or understandings and waives any related rights or claims.
- **Remedies.** The exclusive remedy for breach of this contract is limited to actual financial losses, and, as governed in this agreement, reasonable attorneys' fees and costs, which is agreed to be an adequate remedy. Regardless of the failure of the exclusive remedy, the Management Company will not be liable for consequential damages.
- **Severability.** If any provision of this Agreement is invalid or unenforceable under governing law, it shall, to the extent possible, be construed or applied in such a manner as will permit enforcement; otherwise, this Agreement shall be construed as if that provision had never existed.
- **Third-Party Beneficiaries.** No party has third-party beneficiary rights under this agreement as any benefits received are merely incidental.
- **Waiver.** No breach of this Agreement will be waived without the express written consent of the Party not in breach.
- **Warranties.** No warranties exist unless expressly stated herein.

By making a reservation, you are entering into a rental contract with Best Stay Ever Vacation Rentals LLC., and therefore, agree to and are bound by Best Stay Ever Vacation Rentals LLC Terms and Conditions above.

