

SHORT-TERM RENTAL AGREEMENT

1. Guest(s) acknowledge and understands that he/she is a Guest (licensee) of the Owner and not a Tenant, and, that he/she is not acquiring any interest in the property. By signing this Rental Agreement, Guest(s) also accepts the detailed Terms & Conditions governing the short-term rental set forth and attached to this agreement.
 2. It is understood that each unit is privately owned including the furnishings, with management and reservation company acting solely as Agent for the owner.
 3. CANCELLATIONS - All requests to alter a confirmed booking must be made in writing to the Owners and must be confirmed by the Owner. See the Terms and Conditions Section 7 for more info.
 4. ARRIVAL/DEPARTURE TIME - The Guest(s) acknowledges and understands that checkout time is no later than 10:00am and check-in time is no earlier than 4:00pm. Unless an early check-in and/or late check-out option was purchased and agreed to in writing.
 5. CARE - Guest(s) shall be solely responsible for any property damage, accident injury to any person or loss sustained by any person, including loss of money, jewelry and other items of personal property, arising out of or in any way related to Guest(s) negligent use of the premises or the items of personal property provided by the Owners or the management at Guest(s) request. Guest shall inspect and be familiar with proper use and application of such items prior to using them. Guest(s) hereby agrees to indemnify and hold the Homeowners and / or management from any and all claims including those from third parties, arising out of or in any way related to Guest(s) negligent use of property or the items of personal property provided therein. Guest(s) assumes the risk of injury or other losses relating to any recreational activities and will hold Owner and its Agents harmless with respect thereto.
 6. CLEANLINESS - Guest(s) shall leave premises in clean, undamaged condition. If unit is not left in suitable condition, guest understands that the Owners or agents reserve the right to charge guest for any repairs or special cleaning. Refer to departure instructions posted on reservation confirmation.
 7. PAYMENTS - Guest agrees to pay rent in the form of a personal check or credit card to be kept on file by management before the beginning of a daily, weekly or monthly stay. The maximum short-term rental stay cannot be more than six (6) months (180) days. The monthly rental payment must be received by the Owners, fifteen (15) days before guests are allowed to continue occupying the house in the event that Guest(s) extend their stay for more than one (1) month.
 8. INDEMNIFICATION & HOLD HARMLESS – You agree to indemnify and hold harmless your Host, the Reservation Company and the Local Management Company, for any liabilities, damage, cost or expense whatsoever arising from or related to any claim in connection with your use and/or occupancy of the Vacation Rental, including, but not limited to, any claim or liability for personal injury, damage, loss of personal belongings or theft of property which is made, incurred or sustained by you and/or anyone you invite to use the Vacation Rental as your guest.
 9. ATTORNEY'S FEES & COSTS – If your Host employs the services of an attorney or attorneys to enforce any conditions of this Rental Policy, you shall be liable to your Host for reasonable attorney's fees and costs incurred by your Host.
 10. FALSIFIED BOOKINGS – If your booking was made under false pretense, including, but not limited to, a falsified name, age or size of party, you will be subject to immediate eviction and forfeiture of all amounts paid.
 11. GENERAL TERMS – If any section, clause, paragraph or term of the Rental Agreement and/or the Terms and Conditions is held or determined to be void, invalid or unenforceable, for any reason, all other terms, clauses or paragraphs herein shall be severed and remain in force and effect. This Agreement is taken in full compliance with federal, state and local Fair Housing Laws, without regard to race, color, religion, sex, country of origin, handicap or familial status.
 12. TERMS AND CONDITIONS - Guest(s) accept the detailed Terms & Conditions of the rental agreement which is attached to the document.
- Guest's electronic signature implies acceptance of the above Short-Term Rental Agreement.

SHORT-TERM RENTAL TERMS AND CONDITIONS

1. AGREEMENT

In signing our Rental Booking Form and Agreement (the Agreement), all guests agree to the following rental terms and conditions. These terms and conditions of rental and the Agreement constitute a contract between the owner and the lead guest signing the Agreement. The lead guest certifies that he/she is authorized to sign the Agreement on behalf of all named guests, including those added or substituted at a later date. A contract shall only exist until we have received the completed and signed Agreement, the agreed sum (normally the deposit) and the written confirmation.

2. RENTAL PRICE

The rental price includes normal consumption of homeowner's utilities. It does include Florida Sales and Tourist Taxes unless noted. The home is fully furnished and should include most items you will require for an enjoyable short-term stay. The home will be cleaned before your arrival and on your departure unless additional services are otherwise requested from us and funded by you. Credit card or other charges may be made, as advised on the Agreement, at the time of making any payments to cover normal commissions otherwise payable by the owners.

3. OCCUPANCY

Under normal circumstances, the rental will begin at 4:00 pm on the planned date of arrival and end at 10:00 am on the planned date of departure. Early arrival and/or late departure times are subject to availability and agreement with the owners (and are confirmed in writing. (Referred to in the Agreement).

GUEST OCCUPANCY: By law, the maximum number of persons staying overnight in our home is 10 and the number of requested guests is agreed to on the quote *** Under Florida State law, only persons named in the Rental Agreement are entitled to stay in the property.

ENTRY TO HOME: During your stay, it may be necessary for the staff of the management company agents of to enter the premises in order to perform routine maintenance and/or repairs. Further, while the privacy of guests will always be respected and reasonable advance notice always given where possible, the management also reserve the right to access the property at any time during your stay. You will ALWAYS be notified anytime a member of our team or the owners are in need of entering the home. A courtesy phone call will also be made and you will be advised of our arrival. For your safety and peace of mind – NO ONE from our office will ever show up to the home unannounced. Also, anyone (contractors, utility workers or otherwise) showing at the door saying they need to enter the home should ever be allowed in. Should the need arise, we will communicate ALL activities during your stay.

PETS and SMOKING are not permitted at any time inside the rental property. (Service animals are always welcome with the proper documentation and owner's permission) Smoking is permitted within the pool area, provided that ash trays are used. However, if you are smoking outside make sure that you are far enough away from the doors and windows that it does not blow back into the home.

GUEST CODES FOR ENTRY: Once the reservation is paid in full, a further communication will be sent to the principal guest with detailed directions, information on how to access the resort/home, and general instructions. This home has a keyless locking system on the front door of the property for your convenience (late arrivals, etc)

BBQ GRILLS: In order to protect the property and out of courtesy to our neighbors, use by guests of a barbecue grill is also not permitted unless the prior express agreement of the owners has been obtained.

BOATS/TRAILERS/CAMPERS: Rolling Hills Estates does not allow the parking of Boats, trailers, campers etc. any place on the property. This includes the private driveway of the home etc. It is the guest's responsibility to secure parking off site for such items.

SUB-LETTING: No sub-letting by guests is permitted.

4. RESERVATIONS PROCEDURE

Initial reservations can be agreed by online platforms, email, fax or by telephone. Reservations must be confirmed by returning a completed, signed Rental Agreement, accompanied by an agreed deposit of \$350.00 (which is applied to you final reservation as a payment on the balance owed. Deposits are non-refundable except as provided below (in clause 7). Full payment for rental (or the balance due less any deposit paid) must be made by no later than 90 days prior to the planned arrival date. If payment is not received by the due date, your reservation may be cancelled, and your deposit forfeited. We do not collect a damage deposit for the home, so there is no refund upon check-out.

5. SECURITY DEPOSIT/DAMAGE WAIVER FEE

So far as possible, to prevent flagrant abuse of and damage to our property, credit card details must also be provided at the time of signing and returning the Rental Agreement. As is customary when making a reservation at a hotel or motel, a security deposit will be required before arrival to cover accidental breakages, losses or damage that may occur while staying at the villa. The owners require a one-time Limited Accidental Damage Waiver Fee of \$45.00. Be advised that guests will be held liable for deliberate damage caused to the property. Notwithstanding, damages or abnormal consumption of homeowner's utilities are to be paid in full without limitation of security deposit.

6. REASONABLE CARE OF THE PROPERTY

CARE: All guests are asked to treat the property, its furnishings, fittings, utensils and other facilities with due care and respect. It is expected that you will leave the property in a reasonably clean and orderly condition and that that you will comply with all notices displayed inside/outside our home, many of which are for your welfare and safety. If an accident and damage occur while you are in residence, please call the owners or management immediately who will endeavor to put right the problem or loss of availability as soon as reasonably practicable. Guests are expected to leave the property in a reasonably clean and orderly condition.

INSECTS/BUGS: Guests are also reminded that Florida has a tropical climate and is therefore a home to many insects, etc. Our home is 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 food and/or crumbs are not left on countertops, tables, floors and/or in the pool area and if spills are cleaned up immediately.

DOORS AND WINDOWS: It is also important to remember to close all windows and doors whenever possible, both to keep bugs out and to help the air conditioning system to function properly. Furthermore, the air conditioner and heating system will shut down into "safe mode" when the patio doors or windows are left open for more than 10 min. To have the system return to cooling mode, simply shut the open door/window and it

will automatically return to normal operation and in minutes will begin to cool the home again.

REPORTING MAINTENANCE OR CONCERNS

Guests are strongly encouraged to report even the most minor of issues to our managers when staying at the house (e.g. low batteries in the smoke detectors, non-functioning light bulbs, any sign of bugs, etc.). Please call anytime to report any issue. You may reach out to the management with any reports.

Please report all issues to the number listed above as they are monitored 24 hours a day. You may also email us AFTER your call to the office is complete. Do not only email the office a phone call is required for reporting. We will always respond to your request. If we have not responded, we have not gotten your request. Don't hesitate to reach out again, you are never a bother to us.

7. CANCELLATIONS POLICY

All cancellations by guests must be confirmed in writing and will be subject to the following penalties:

• CANCEL FOR ANY REASON 60 DAYS OR MORE BEFORE PLANNED ARRIVAL DATE:

100% of the full rental amount will be refunded, less fees incurred by owner. (Fees include but are not limited to ...cost 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.)

• CANCEL FOR ANY REASON LESS THEN 60 DAYS BEFORE PLANNED ARRIVAL DATE:

Guest forfeits the full rental amount. BUT.....

DON'T WORRY you have options available. You may request to move the forfeited funds to a future booking of your choice. You as the guest can apply the funds to any open dates on the calendar for a future booking in this home.

We encourage you to book your new dates early. The owners and managers cannot promise any specific replacement dates as the calendar is always open and is booking up to 3 years in advance. Any credits not redeemed within four years of the original date of travel, will then be forfeited. This concession is gladly offered one time per original guest reservation.

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 managers you may cancel your booking anytime up to your check-in date. If the cancellation was for any of the above listed type 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 and/or refund your money.

This type of cancellation concession must be agreed upon in writing by the owners.

HURRICANE: In the event of a hurricane one (1) week prior to arrival, the Owners will offer guests the opportunity to reschedule their vacation.

OWNER / MANAGEMENT CANCELLATION:

In the highly exceptional circumstances of the owners or managers have to cancel a planned or confirmed booking, we will work with our management company and 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 the management company accept any responsibility (and no compensation will be payable).

In addition to all the above, neither the owners, nor local management company 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 schedule or charter.

8. ALTERATIONS POLICY

All requests to alter a confirmed booking must be made in writing to the owners and must be confirmed by the owners or management in writing. Every effort will be made to accommodate any request to alter a booking (subject to availability), we can make no guarantee that this will be possible. If an alteration is not possible and the guest decides to cancel, the above Cancellations Policy will apply.

9. GENERAL HEALTH, SAFETY AND RISK

Neither the owners, nor the property managers accept liability or responsibility for any injury caused as a result of the use of the property, pool and/or spa. It is the responsibility of all adult party members to ensure that children are always properly supervised while in the home but especially around the pool area. By law, children are not allowed in the pool, spa or pool area unattended. Posted pool rules must be adhered to while in the pool area. For their own safety, guests are also specifically requested not to use the pool while under the influence of alcohol, medication and/or any other mind-altering substances. Alarms on the doors leading to the pool area must not be switched off, tampered with or in any other way disabled. If you have children traveling with you the safety fence instated on the pool deck should stay up 24/7 during the entire duration of your stay.

Neither the owners, nor management accept responsibility for any loss of personal items while staying in the property or after departure. It is the responsibility of guests to take out appropriate travel insurance to cover all aspects of your trip and to ensure that passports, visas and other documents are in order. Keeping valuables in the property is at your own risk; we accept no responsibility for lost or stolen property. However, two free electronic combination lock safes have been provided in the villa for your convenience and peace of mind.

10. POOL AND/OR SPA HEATING

Pool heat is an additional service for an extra cost offered by the homeowner for your enjoyment. Unless it is noted in your reservation, it is not included in your stay.

The use of the pool heating cannot guarantee the actual temperature of the water in the pool. The pool heat is controlled remotely and is set at 86-88 degrees and the spa is set at 102 degrees. However, this is dependent upon many factors, including (for illustration) the ambient temperature, volume of cool rains, general weather conditions, the number of people using the pool. In severe weather, for their own safety, guests may not be able to use the pool or the pool heating at all. While all appropriate maintenance will, of course, be taken to maintain the pool heater to a good working order, 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 charges will be made to heat the pool where these have been requested by guests.

IMPORTANT NOTE: The pool heats 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 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 the management company can be held responsible if for reasons beyond their control, 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.

11. LEGAL DISCLAIMER

Every care has been taken to ensure the accuracy of all information and marketing materials provided. However, despite the best endeavors of those involved in making your stay an enjoyable one, it may occasionally be the case that certain services and facilities may not be available, perhaps if only for a very short period, for reasons typically beyond our control. Examples of such causes might be routine maintenance and/or renovation work, adverse weather and/or damage by a previous guest, where there has been insufficient time to remedy this in advance of your arrival. Where we are aware that a facility or service advertised in the information provided will not be available during the period of your stay, we will take steps, wherever possible, to notify you prior to travel. Some furnishings and fittings may also differ from that advertised.

Breach of contract: In accordance with the State of Florida's Statute 509, failure by any member of a lead guest's party to comply with the terms and conditions set out in this and related documents may result in the booking being cancelled and/or terminated. In such circumstances, all monies will be forfeited and the owners, the management companies SUNSET VACATION VILLAS and BEST STAY EVER VACATION RENTALS and/or their agents accept no liability for any consequential loss incurred by any guest. In the event of damages caused to the property in excess of the security deposit, the lead guest and party will be held responsible and must make restitution without limit to security deposit. In the rare event that such an event happens, the owners reserve the right to collect reasonable fees associated with procuring payments.

12. COMPLAINTS OR DISSATISFACTION

In the unlikely event of a problem arising in connection with your stay (other than in respect of the booking process itself with us, the owners), it should be discussed first with our local property managers. Every attempt will be made to resolve any problem or dispute without delay. For obvious reasons, neither the owners, nor the managers can be held liable for certain issues beyond our control, for instance, the actions or failures of any third party or public utility and other acts and/or events, such as those listed in clause 7.

13. DEFINITIONS

Property Management Company: SUNSET VACATION VILLAS of Kissimmee and BEST STAY EVER VACATION RENTALS or Current Management Co. Lead Guest: the person required to sign the legal Agreement on behalf of all guests for each stay who are listed on the Rental Booking Form and Agreement ("the Agreement"), including any subsequent amendments to the party. The lead guest agrees to the terms and conditions on behalf of all agreed guests listed in the Agreement and otherwise amended. The lead guest must be a member of the party planning to stay at the property and be a minimum of 21 years of age.

I understand and agree to the above Term and Conditions as they relate to my short-term rental. I further understand these are also made a part of the Short-Term Rental Agreement.