



Vacation Rental Agreement

Terms and Conditions:

By making a reservation you are entering into a rental contract with Elite Escapes Vacation Rentals, and therefore agree to and are bound by Elite Escapes Vacation Rentals Terms and Conditions:

- I must notify Elite Escapes Vacation Rentals as within twelve (12) hours of arrival if there is already any damage or notable conditions.
- I understand that I am responsible for the cost of any damages sustained to the property, decor or its contents during the stay; this includes the moving of items to another property, for breakages or for any excessive cleaning charges incurred during my stay. I also understand that smoking and pets are not permitted in the property, and any failure to adhere to this will result in a minimum \$500.00 penalty charge.

Reservation Acceptance & Payment

- If more than 90 days before scheduled arrival, a 25% deposit is required.
- The final payment is due 90 days before your arrival. The final payment will be billed to your credit card on file unless other payment arrangements have been made. The Guest agrees that payment of the rental deposit sum to Elite Escapes Vacation Rentals will signify their full acceptance of these terms and conditions of rental.
- For legal and accounting purposes, the person placing the reservation must be the same as the credit/debit card holder.

Maximum occupancy

The maximum occupancy is for each home is stated on the property listing and you will also be advised this at the time of booking. Should the home be over occupied, you will be removed from the property with no refund. Should it be found upon departure evidence of over occupancy, we will charge the card on file.

Deposit Protection Plan

The Security Deposit Protection plan covers unintentional damages to the rental unit interior that occur during your stay, provided they are disclosed to management prior to check-out. The policy will pay a maximum benefit of \$500. Any damages that exceed \$500 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 replacement of such property up to a maximum benefit of \$500. Certain terms and conditions apply. Full details of the Security Deposit Protection coverage can be at www.eliteescapesvacationrentals.com/damagewavier. The Security Deposit Protection can be purchased up to, and including at, check-in. By submitting payment for this plan, you authorize and request Insurance Services to pay directly Elite Escapes Vacation Rentals any amount payable under the terms and conditions of the Security Deposit Protection. Please note the Deposit Protection Plan is a one off fee, which is non-refundable.

Travel Insurance

It is the guest's responsibility and a condition of booking to ensure that you have adequate travel insurance cover in place. Such insurance will ensure that you are properly covered against unexpected cancellation changes and sudden emergencies.

Hurricane Policy

Elite Escapes Vacation Rentals does not offer refunds or reschedule trips due to hurricane activity. If you are concerned about possible interruption, cancellation or delayed travel due to tropical occurrences, you are strongly encouraged to purchase travel insurance at the time of booking. The peak season for tropical activity is August through October.

Reservation General Terms & Conditions

- All properties are strictly non-smoking in or near the property. Absolutely no pets are allowed (unless prior written consent). Failure to comply with this will result in the eviction of the Guest from the Property, without recompense or refund and will be charged a \$500 penalty.
- The Guest making the reservation must be 25 years of age or older and must occupy the rental property the entire term of the reservation.
- By state law, occupancy may not exceed what is posted for each home. Maximum occupancy excludes children under three years of age.
- The reservation is accepted & confirmed only for the number of guests declared on the original enquiry and/or listed on the Booking Form. Elite Escapes Vacation Rentals reserve the right to cancel the reservation if additional guests are added without prior consent.
- The Guest agrees the rental period will begin and end on the dates as shown on the Rental Agreement. Failure to abide by these rules will render your reservation void and all monies will be forfeited.
- Pools are used at guests' own risk. Under 18's must be accompanied at the pools. The safety fence (if installed) must be used at all times.
- Games, toys, baby furniture/equipment are used at guests' own risk. Young children must be supervised at all times.
- RV Campers, enclosed trailers / tent are not allowed on or near the property.
- Elite Escapes Vacation Rentals or its representatives may enter the Property at any time, without notice, for the purpose of protection and/or maintenance of the Property. Whenever possible, Elite Escapes Vacation Rentals will provide notice to the Guests prior to such entrance.
- The Guest agrees not to bring onto the property pesticides, bleach, sanitizers or air fragrances.
- The home is not to be used to host parties or social/group gatherings. Only guests whose names are on the booking form are authorized to stay in the home. Any guest having a party or social/group gathering in the home or exceeding the numbers of authorized guests will be evicted without refund.
- 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 time is strictly 10pm onwards: guests who do not comply and disrupt the peace and quiet will be required to vacate the home without refund.
- This Rental Agreement may not be assigned or the property sublet. No locks must be broken changed or added; no property keys must be duplicated.
- The property must not be used for amateur or professional video without prior written consent from the owner.
- We cannot accept any responsibility for your personal safety during your vacation. You are reminded to exercise care as to your personal safety and the safety of your companions. Use of the pool or community amenities is entirely at your own risk. It is particularly important that children are supervised at all times in and around the pool areas. 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 offence. Alternatively the property may have a removable pool safety fence located around the pool area. If this pool safety fence is removed during your stay at the home, you will assume full responsibility for any and all use of the pool and spa.

- All trash/garbage must be put out for collection by the sidewalk. Excess trash/garbage left on your departure is not acceptable. Failure to comply could result in a penalty charge of \$75. Collection days will be provided before or during arrival and vary in each community.
- All descriptions given on the websites are made in good faith and the owners accept no liability whatsoever for errors or omissions.
- The Guest agrees to abide by the community housing association rules for the community in which they are staying.
- Failure to comply with any of the terms herein will, at the sole discretion of Elite Escapes Vacation Rentals, result in the eviction of the Guest from the Property, without recompense or refund.
- Should you experience any problems with the home during your stay, contact Elite Escapes Vacation Rentals who will make efforts to rectify the matter. Do not attempt to contact the owners. Should a problem remain unresolved, you are asked to notify Elite Escapes Vacation Rentals in writing within 7 days of vacating the home. No action can be taken or liability accepted for any complaints received after this period.
- It is the responsibility of the guest to obtain all travel documents required prior to the vacation. If applicable Guests must be in possession of, a valid passport, visas or vaccination certificates required for the duration of their stay. Elite Escapes Vacation Rentals will not be liable if Guests fail to meet these requirements.
- Elite Escapes Vacation Rentals cannot guarantee that a property will be free of allergens such as perfumes, lotions, cleaning solutions etc. Elite Escapes Vacation Rentals is unable to guarantee a peanut-free or allergen-free property.
- Elite Escapes Vacation Rentals preventative efforts cannot guarantee there will not be an encounter with wildlife, bugs, insects or pests or all types. Guests agree that Elite Escapes Vacation Rentals cannot be held accountable for encountering any of the above, whether outside of inside, their rental home. Every property is inspected to check there are no pests present. If pests are ever suspected, the guest must immediately contact Elite Escapes Vacation Rentals, who will contact a third-party pest control company for further inspection and treatment, if deemed necessary.
- If the owner has provided a barbecue grill free of charge, or a barbecue grill has been hired 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 use or misuse of the grill. Only use the grill in open, outdoor areas (outside of the pool screen). The grill must not be used in any enclosed areas. Elite Escapes Vacation Rentals 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 \$75 if the grill needs a professional cleaning to enable use by the next guest.
- Guests park vehicles at their own risk and 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 allow street parking overnight or require parking on a specific side of the street. Elite Escapes Vacation Rentals is not responsible for thefts, damages or fines.
- The air conditioning in any rental property should not be set below 74 Degrees Fahrenheit (23 Degrees Celsius) by the guests. Setting the thermostat to a lower temperature will not cool the property quicker. Due to the high temperatures in Florida, it can be difficult for the system to cool the internal temperature below this point. Setting the temperature below 74 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. Please keep all windows and doors closed.

Pool / Spa Heat

- Pool/spa heat is an optional extra and is recommended between October and March. The daily rate starts from \$30
- Pool/spa heaters operate on a timer and are set to come on in the morning and go off in the evening. There will be some cooling off overnight when the air temperature drops. In the coldest winter months heating the pool can be difficult, with the water temperature dropping down overnight. Florida has a temperate climate but cold fronts can bring overnight low temperatures in the 30's and 40's 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.
- For the spa to be heated the pool heat must be on. A spillover spa is not able to be heated on its own. The spillover spas are attached to the pool, using the same water. There is no option to only heat the spa since it is the same water as the pool. When pool heating is chosen in this set-up, the pool and spa will be heated to a temperature around 80-84 degrees Fahrenheit. When in the spa mode, the system will automatically adjust the valves so that the water from the spa is returned to the spa. This bypasses the pool, and the spa will be heated up to between 94 and 102 degrees Fahrenheit. If left in Spa mode the pool will not be getting any heated water and so the pool will cool down.
- Guests are not permitted to access the pool heater at any time during their stay. Do not tamper with the pool heater as any damage / repair fees will be billed to the guest.

Check-in/Check-out Times

- Check-in time is after 4:00 pm and check-out is before 10:00 am.
- Early check-ins or late check-outs can be requested for an additional charge. All early check-ins or late check-outs are subject to no other reservations in the property at the time of your arrival/departure. As such, these will be tentatively booked, and confirmed only within the last 72 hours prior to your arrival. It is the guest's responsibility to contact Elite Escapes Vacation Rentals within 72 hours of arrival to confirm availability. In the event a Guest fails to depart from the home by 10:00 am with no late check-out arranged and results in Elite Escapes Vacation Rentals being unable to clean and prepare the home for the next arriving Guest that day, the departing Guest agrees to pay damages and costs incurred by Elite Escapes Vacation Rentals; including but not limited to moving the incoming Guest to another home.

Check-in Instructions

- The full check in details will be emailed to the Guest 4 weeks prior to arrival. It is your sole responsibility to ensure you have all documentation relating to the directions to your home, together with the check in details, BEFORE you depart for your vacation.

Basis of Rental

- Each home 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, homes come with an alarm clock, as well as linens and towels.
- While we try to provide each Guest with everything they will need, there are some items that are not

provided in the homes. While bath and hand towels are provided, you may want to bring your own beach towels and washcloths, as these are not always supplied in the property. Vacation rental properties are self-catering accommodations. Elite Escapes Vacation Rentals provides complimentary starter soap, toilet paper, and trash bags. Once these items are used, it is the Guest's responsibility to replenish them.

Limitation of Liability

- Elite Escapes Vacation Rentals and/or the Owner do not accept liability for equipment failure and/or services in the Property. In the event of failure of equipment, the Guest must notify Elite Escapes Vacation Rentals within one working day, such that Elite Escapes Vacation Rentals may elect to rectify the failure.
- Elite Escapes Vacation Rentals and/or the Owner do not accept liability for lost or stolen personal property of the Guest from the 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 Elite Escapes Vacation Rentals to report the lost or stolen items.
- Elite Escapes Vacation Rentals and/or the Owner accept no liability for personal loss or injury to the Guest during the rental period. The Guest hereby agree to forever hold harmless and indemnify Elite Escapes Vacation Rentals and Owner from and against all claims, demands, loss, liability / responsibility of any kind and character, including cost of defense, arising out of or in any way connected with the guest's use of the property.
- 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 nor property manager can accept responsibility whatsoever in case of accident or illness whilst on the property. 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.
- Elite Escapes Vacation Rentals 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.
- We 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 we have is no control.
- We cannot accept any liability for the air conditioning system, the pool heater or any household appliance breaking down. Urgent steps will be taken for a local engineer to rectify any problem.
- We accept no responsibility of liability for any loss or damage or alteration in the terms of your reservation caused by events beyond our control, including, but not restricted to war, terrorist activity, civil commotion, flight delays or cancellations airport 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.

Relocation

- There may be circumstances beyond our control and contemplation, in which the property might not be available for your reservation. Examples of these, but are not limited to, destruction of property, sale of property, water, gas or sewer leaks, fire or any other damage to the property making it inhabitable or potentially inhabitable. In the event of Force Majeure, Elite Escapes Vacation Rentals will

do their best to make alternative arrangements for the guest whenever possible. If we are unable to do so or if the alternative arrangements are not acceptable to you, then we will refund all monies paid. If the guest accepts the alternative accommodation, they agree to re-locate back to the original property when it is deemed available by Elite Escapes Vacation Rentals. This will be the full extent of our liability to you and we will not be responsible for any other costs connected with any such cancellation, Howsoever arising.

Force Majeure

No liability is accepted, or refunds given, for events which are "force majeure". This include, but are not limited to, war, threat of war, riots, civil commotion, terrorist activities, industrial disputes, technical difficulties with transportation, natural or nuclear disaster, fire, adverse weather conditions and / or other events outside our control.

Personal Items Left Behind

In the event a guest may have left a personal item behind in the vacation home, we will do our 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 which specializes in collecting & mailing package deliveries. The guest will be responsible for arranging collection and any cost incurred.

Changes to Rental Dates

Further to your initial confirmation of booking, we understand that sometimes plans can change. Should you need to change the dates of your booking, we are happy to help you for an administration fee of \$50 to confirm new dates.

Cancellation Policy

All cancellations must be received in writing and are subject to the following penalty percentages of the total rental fee:

- the rental deposit of 25% is non-refundable
 - 100% if less than 90 days prior to the arrival date.
 - If the length of stay is reduced from the original dates, the cancellation policy will apply to the nights that have effectively been cancelled. Cancellations of the arrangement due to non-payment of the balance by the due date will result in a loss of all monies. All cancellations must be confirmed in writing.
 - Failure to pay the final balance by the due date may result in loss of the booking and deposit.
- Elite Escapes Vacation Rentals advertises rental properties under its own management as well as other local management. This agreement is in effect for any rental property booked through Elite Escapes Vacation Rentals.