

Occupancy Terms:

Check-in is 4:00 p.m. and Check-out is 10:00 a.m. Certain properties are available for early check-in and/or late check-out for an additional fee.

2. Property and Address:

The vacation rental property ("Property") location will be provided with the general arrival information 10-14 days prior arrival date.

3. Rental Amount, Fees and Payments

The nonrefundable Reservation Deposit of 30% of the rental amount is required within seven (7) days of sending this signed agreement to AHC of SWFL. The deposit is applied toward the total amount due.

A Final Payment is due 45 days before Arrival Date. All payments must be made by wire transfer, credit card or valid check. If paying by credit card a 3,75 % processing fee will be levied all final payments. All amounts in this agreement are in United States Dollars. Guest shall reimburse AHC of SWFL for any bank charges incurred (i.e. for incoming wire fees etc.).

4. Security Deposit, Damages and Missing Items:

A security deposit is required for all reservations 45 days before Arrival Date. AHC of SWFL also requires a valid Visa, Master Card, American Express or Discover Card number on file should the security deposit prove insufficient to cover the charges incurred by Guest. Collectively, the security deposit and credit card shall be known as the "Security Deposit."

Security Deposit: The deposit is for security/damages and shall be released within 14 days of the Checkout Date provided (via wire transfer or credit card refund), deductions are made due to:

- (a) damage to the property or furnishings;
- (b) dirt or other mess requiring excessive cleaning; or
- (c) any other cost incurred due to Guest's stay

Electricity usage beyond included amount (specified for each property) per week will be charged by the Security Deposit.

5. Indemnification and Insurance:

Guest agrees to indemnify AHC of SWFL and the Property Owner against all loss, damage, expense, and penalty arising from any action of the Guest or visitors of the Guest which causes injury or death to any person or damage to any property. Guest(s) agree to indemnify and hold harmless the Property Owner and AHC of SWFL, their employees and all their representatives from claims, suits or damages of any kind including personal injury arising out of or related to: (a) any acts or omissions of Guest(s) or their guests or invitees, (b) Guest's occupancy of the property including damages or losses arising from AHC of SWFL, their employees' and all their representatives' negligence or gross negligence, (c) theft of, or damage to the personal property of the Guest(s) or their guests or invitees, personal property, or (d) any damages or losses relating to fire, acts of God, criminal acts, acts of the Property Owner's or AHC of SWFL's negligence or gross negligence or failure thereof. Under no circumstances shall Guest(s) be entitled to recover consequential, incidental, or punitive damages from AHC of SWFL, their Owners, their employees or their representatives. Guest is encouraged to secure the appropriate travelers or vacation insurance and/or renter's insurance.

6. Check-in/ Check-out Procedure:

(a) Check-in and Check-out times are strictly enforced. If a Guest checks in before 4 p.m. on Arrival Date, or checks out after 10 am on Departure Day without prior approval of AHC of SWFL, Guest will incur additional full days Rent for each part of a day Guest occupies the property. Additionally, Guest may be held financially responsible for damages incurred due to accommodations made for subsequently booked guests.

(b) It is the responsibility of the Guest to leave the Property in reasonably clean condition and to remove all Guest's property (and trash) upon Departure Day. During the stay, Guest agrees to bag and remove to designated pick up area, all garbage during posted trash collection dates.

(c) Prior to departure, guests are asked to clean all dishes, broom and/or light vacuum floors, and bag and remove the trash from Property. If AHC of SWFL's cleaning service is required to spend more than five (5) hours cleaning the Property, an additional fee will be charged at \$50 per hour beyond the five (5) hours.

7. Cancellations:

- (a) If the Property becomes unavailable to the Guest prior to occupancy, AHC of SWFL agrees to refund the full amount paid to the date of cancellation, and Guest agrees to release any claims against AHC of SWFL.
- (b) If, for any reason, the Guest cancels this Agreement 30 days prior to the reservation date, Guest will receive a 20% refund of the deposited amounts (final payment). The reservation deposit of 30% is non-refundable.
- (c) No refund is due (or will be made) for inclement weather.
- (d) Refunds for cancellations or early departure by the guest for any reason shall be at the sole discretion of AHC of SWFL.

We recommend all guests to purchase a travel insurance.

8. Guest List and Occupancy Limits:

Use and occupancy of the Property is limited to the named and registered Guests and are the only overnight guests allowed on the Property, unless prior written permission is received from AHC of SWFL.

The Guest signing this Agreement will be held responsible for all other parties and/or guests of the Guest for compliance with this Agreement, with listed policies, ordinances, rules and regulations and for any losses incurred by AHC of SWFL or to the Property due to negligence or vandalism.

9. Repairs and maintenance:

- (a) Repair and maintenance issues must be brought to AHC of SWFL's attention within 48 hours of occupancy or occurrence, or Guest will be held liable for all such damages or repairs. AHC of SWFL will make every effort to correct within 48 hours from the time of notification to cure any problems reported. If the Property is uninhabitable, Guest will be moved. If the condition is within the direct control of the property owner or AHC of SWFL, cannot be remediated within 48 hours and it substantially impacts the enjoyment of the property (in the opinion of AHC of SWFL), AHC of SWFL may at its sole discretion abate rent. All determinations of AHC of SWFL shall be final and binding upon Guest.

(b) AHC of SWFL will make reasonable efforts to notify associations of any problems in common areas such as elevators and community swimming pools, but is in no way responsible to correct defects in these facilities.

(c) Maintenance issues or defects in common areas or facilities do not entitle the guest to any refunds whatsoever, nor the right to terminate this agreement.

10. Furnishings

The Property is individually owned and furnished by the property owner. Please do not rearrange the furniture, take any items outside that are part of the interior decor, move any furnishings from one room to another or into another unit. Guest will be charged a fee if AHC of SWFL has to rearrange furniture.

Note: AHC of SWFL's web site, employees, workers and representatives represent the properties to the best of their ability and assume no liability for errors or omissions. Since the premises are privately owned, AHC of SWFL is not responsible for any changes in furniture or décor.

Guest expressly agrees to indemnify the property owner for any damages or costs to the premises, furnishings, equipment and household items therein that occur during the guest's occupancy excluding normal wear and tear.

1. Electricity

It is in Guest best interest to shut off all lights and appliances when they are not in use. Electricity is included in rental price up to specified amount for each property per week. Electricity usage beyond that specified amount per week will be the financial responsibility of Guest. The current rate of electricity is set at \$0.18 /kwh but is subject to change without notice.

12. Management Access to Property During your Stay

AHC of SWFL employees or vendors may arrive unannounced to conduct regularly scheduled services such as trash removal, pool services or HVAC filter inspection during your stay.

Such services will require entry into the property for a brief period of time, even if Guests are away during their arrival.

13. Unit Assignment

Due to circumstances beyond the control of AHC of SWFL, a property may become unavailable after booking. AHC of SWFL reserves the right to move, relocate, reassign or change the rental property noted on the confirmation. AHC of SWFL will use its best efforts to locate a comparable property at a comparable price. In event that such a property is not available, Guest(s) shall receive a refund of all amounts paid and agree to hold AHC of SWFL and the Property Owner, its employees, agents and representatives harmless for any costs or inconveniences suffered. If Guest(s) agree to move to a property with a higher rent, the Guest(s) will be responsible for any price differential.

14. Pets:

Pets are not allowed in or on the Property unless indicated in advance in writing and secured with a non-refundable Pet Cleaning Fee. Pet owner shall indemnify AHC of SWFL, the Property Owner, and Association and hold them harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal.

15. Smoking:

Smoking is strictly prohibited inside the Property. Evidence of smoking inside the Property will result in immediate eviction and forfeiture of all amounts paid and will result in the assessment of a \$500.00 cleaning fee.

16. Casualty or Destruction:

Should the Property be destroyed or rendered uninhabitable by an Act of God (including, but not limited to, hurricanes, storms, floods or fires), or by environmental disaster, or loss of utilities prior to occupancy by Guest, this Agreement shall become null and void, and all payments made hereunder shall be refunded to Guest.

17. Pools, Amenities, Construction, Exterior Noise, Pest Control, Cable, TV, Internet:

On occasion, the Property Owner or the homeowner association may find it necessary to close a pool, tennis court, spa, hot tub, grill, kids pool, beach

access walkover or other amenity for repair or maintenance purpose. AHC of SWFL is not responsible for the operation, closure, construction, or malfunction of these amenities as well as weather conditions or temperature recovery times that prohibit their use. AHC of SWFL is also not responsible for the noise from a unit or property above, below or adjacent. Any noise disturbance issues are expressly the responsibility of local law enforcement. No rental adjustments or refunds will be made as a result of any of the above conditions. In addition, AHC of SWFL is not responsible for any construction around the property including noise from construction equipment. No rental adjustments or refunds will be made as a result of these conditions.

Properties are treated on a regular basis for pest control through the condo association, homeowner association or Property Owner. Insects, reptiles like lizards and rodents exist in the state of Florida at all times of the year. AHC of SWFL is not responsible for pests in the property and no rental adjustments or refunds will be made as a result of these conditions. AHC of SWFL will make the effort to remediate the issues should they arise upon notification but is not responsible should the event occur. No rental adjustments or refunds will be made as a result of insect, reptile or rodent conditions. In terms of utilities including internet and cable TV, no compensation or refunds will be made for outage. If there is an interruption in service Guest shall inform AHC of SWFL, who will then work to restore your service as promptly as possible.

18. Noise Ordinance(s):

The Property is located in a neighborhood which has a “noise ordinance” in effect after dark. All Guests agree to use common sense in keeping noise volume low after dark. Any enforcement actions by the City, County or Home/Condominium Association are at the sole risk and expense of the registered Guest.

19. Parking:

All parking must occur in the assigned parking place(s). In the event the Property is a private home, parking will only be permitted in the driveway and gravel areas.

20. Guest Registry:

All Guest(s) must sign and date the on-site Guest Registry at check in, and read the Rules, Regulations and Rental Rate Notices posted at the Property.

21. Access to Property for Showing:

If Property is placed on the market for sale, Guest agrees to allow the Property to be shown to prospective buyer(s) upon reasonable notice to Guest.

22. Liability and Damage:

Guest agrees to defend, indemnify and hold AHC of SWFL and property owner harmless from any and all liability, claims, loss, property damage or expenses, arising by reason of any injury, death or damage sustained by any person, or to the property of any person, in or on the Property during the Term of this Agreement, including Guest, additional invitees or visitors of Guest, where such injury, death or damage is caused by a negligent or intentional act of Guest, additional guest or any of Guest's visitors or invitees. Guest is encouraged to secure the appropriate travelers or vacation insurance and/or renter's insurance.

23. Cause for Eviction:

The Guest and all parties with the Guest will be subject to immediate eviction from the Property if the Guest or parties of the Guest violate any terms of this Agreement, including but not limited to, violation of the occupancy limits, pet provision, smoking, or noise ordinance. In the event of eviction from the Property, the Guest shall forfeit all amounts paid.

24. Disputes, Fees and Costs:

This Agreement shall be governed by and construed in accordance with the law of the state of Florida and the county where the property is located. Any and all disputes arising out of or related to this Guest Agreement and regardless of the form of action or theory (whether in contract, tort, or

otherwise), shall be subject to venue in the county where the property is located. Guest agrees that AHC of SWFL has a valid legal procedure for complaints and disputes to be addressed and resolved.

Guest agrees that they will not (nor will they cause or cooperate with others to) publicly criticize, ridicule, disparage or defame AHC of SWFL or its products, services, policies, directors, officers, shareholders or employees with or through any written or oral statement or image (including, but not limited to, any statements made by via websites, blogs, postings to the internet, or emails and whether or not they are made anonymously or through the use of a pseudonym).

25. Short-Term Rental:

It is expressly understood and agreed that this is a short-term vacation rental under the provisions of Chapter 509, Florida Statutes, and is not a lease or other long term residential tenancy agreement. This Agreement is only for the licensed use of the Property for the stated Term. It creates no property rights in Guest and no rights to renewal or for recurring usage. This Agreement is also neither a Time-Share sale nor a Plan of Time-Share Development, nor a Vacation Club.

26. Falsified Reservations:

Any reservation obtained under false pretense will be subject to forfeiture of and such party will not be permitted to check in and/or will be subject to immediate eviction with the forfeiture of all amounts paid.

27. Succession, Assignment:

This Agreement is binding on, and the benefits inure to, the heirs and personal representatives of the parties. However, neither this Agreement nor any rights hereunder may be assigned (in whole or in part) by Guest.

28. General Terms:

This Agreement is made in, and shall be governed solely by the laws of, the State of Florida and Chapter 509, Florida Statutes. If any section, clause, paragraph or term of this Agreement 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.

9. Compliance with Law:

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.

30. Settings on A/C:

A freeze-up of an Air Conditioner can cause serious damage to the A/C Unit. To prevent this, always keep doors and windows closed and the Thermostat at or above 74 degrees.

Florida also has very high humidity which can cause mold growth. To prevent this, please make sure that the doors and windows are closed and the Air Conditioner is never set higher than 78 degrees. Please also never turn off an Air Conditioner as temperature can quickly climb past 78 degrees.

Damages resulting from the misuse of the Air Conditioning Equipment will be charged to Guest.

31. Payment of Fees, Expenses and other Charges

Notwithstanding any other terms of this Agreement, any fees, additional rent, any additional charges, damages, or other expenses payable under this agreement shall be paid out of the Security Deposit or charged against the Credit Card on file. Should such prove to be insufficient to pay the amount in question, Guest agrees to pay the unpaid balance within 10 days of demand.

32. Acknowledgment

IT IS AGREED UPON AND UNDERSTOOD that this Application, once accepted by AHC of SWFL, forms a binding contract upon all parties herein. I have read and fully understand these Terms and Conditions, and acknowledge having received a copy of same. I also confirm that I have reached the age of majority. I understand and accept the terms and conditions on all pages of this Agreement.

Privacy Policy

This privacy policy has been compiled to better serve those who are concerned with how Personally Identifiable Information is being used online. Please read our privacy policy carefully to get a clear understanding of how we collect, use, protect or otherwise handle your Personally Identifiable Information in accordance with our website.

What personal information do we collect from the people that visit our website?

When booking or registering on our site, as appropriate, you may be asked to enter your name, email address, mailing address, phone number or other details to help process your reservation.

When do we collect information?

We collect information from you when you make a reservation, send us a request, subscribe to a newsletter or enter information on our site.

How do we use your information?

We may use the information we collect from you when you make a reservation, send us a request, sign up for our newsletter, respond to a survey or marketing communication, surf the website, or use certain other site features in the following ways:

- To improve our website in order to better serve you.
- To quickly process your transactions.

We collect your email address in order to:

- Send information, respond to inquiries, and/or other requests or questions.
- Process reservations and to send information and updates pertaining to orders
- We may also send you additional information related to your product and/or service.

How do we protect visitor information?

Your personal information is contained behind secured networks and is only

accessible by a limited number of persons who have special access rights to such systems, and are required to keep the information confidential.

All credit card transactions are processed through a secure gateway provider and are not stored or processed on our servers.

Third Party Disclosure

We do not sell, trade, or otherwise transfer to outside parties your personally identifiable information unless we provide you with advance notice. This does not include website hosting partners and other parties who assist us in operating our website, conducting our business, or servicing you, so long as those parties agree to keep this information confidential. We may also release your information when we believe release is appropriate to comply with the law, enforce our site policies, or protect ours or others' rights, property, or safety.

Third party links

At this time, we do not include or offer third party products or services on our website.

Questions

If there are any questions regarding this privacy policy you may contact us using the contact information in the footer of the site, or via the the form on the Contacts page.

This Privacy Policy is effective as of 2023-09-01