# **RENTAL TERMS AND CONDITIONS**

#### 1. CONTRACT

The booking terms and conditions form the sole contract between C & M Worldwide Holdings Inc. (DBA Mid-Florida Home Management) and the person signing the Booking Form, who must be over 25 years of age and who shall be deemed to sign this form on behalf of all the persons listed on the booking form. No contract shall exist until we have received a signed booking form together with the correct deposit/full payment, and we have confirmed the reservation in writing.

Once the signed booking form and payment have been received, the booking will become finalized. At this point, the Guest is hereby granted a license to use the premises. The Guest acknowledges and agrees that no form of tenancy has been created pursuant to Chapter 83, Florida Statutes through the Guest's use of the premises. Guest acknowledges that no permission has been granted to change the locks, and they may not be broken, altered, or added, and keys may not be duplicated. Most vacation rentals have storage for homeowner use. These areas are secured by a lock and are not accessible. The Guest agrees to abide by all HOA association rules, including, but not limited to, all community signs.

Property amenities (including, but not limited to, furnishings, appliances, electronics, baby equipment, games, and barbecue grills) are used at the Guest's own risk. Barbecue grills should only be used in well-ventilated outdoor areas. Neither the homeowner nor C & M Worldwide Holdings Inc. shall be held liable for malfunctioning or inoperable amenities, or for damage caused by misuse of amenities. Guests under 18 years of age must be supervised at all times.

If, during the rental period, any law or ordinance is violated, any drug use occurs in or near the property, or the property is used for any immoral purpose, occupancy will be immediately terminated without refund. Failure to comply with any of the terms herein will, at the sole discretion of C & M Worldwide Holdings Inc., result in the immediate termination of occupancy without refund.

### 2. BOOKINGS

An initial reservation for the chosen home will be held for up to 3 days. When you have read and agreed with the 'Rental Terms and Conditions,' completed and returned the signed booking form, and paid the deposit (or full balance if the arrival date is 4 weeks or less), then the booking will become finalized. If the completed booking form and deposit/full payment are not received in time, then your reservation will be cancelled.

#### 3. DOWN PAYMENT

A down payment of \$200.00 is required to secure the booking. This is non-refundable and will be applied toward the total rental cost.

### 4. BALANCE OF PAYMENT

The balance of payment is to be paid no later than 4 weeks prior to your arrival date. We reserve the right to cancel the booking if payment is not received by the due date. In this event, the cancellation charges will apply.

### 5. PROPERTY PROTECTION PLAN

A Property Protection Plan must be purchased with the rental of each home and this fee is non-refundable. This plan is to cover any costs incurred for **accidental** damages and/or breakages, loss to the property and/or any of its contents provided they are reported to the Management Company prior to departure. This plan does not cover negligence, nor does it cover any intentional/malicious damage to either the interior or exterior of the property and any of its contents. It also does not cover theft and/or missing items, as well as failure to report damages. We may charge your credit card as appropriate for any of the aforementioned instances, as well as for the cost to replace and/or repair any items not covered by the Property Protection Plan.

#### 6. PAYMENT

Payment is accepted in US Dollars via supplied payment link and associated credit/debit card payment. At our discretion, we may allow payment by personal check, cashier's check, money order, PayPal or Zelle.

# 7. ARRIVAL AND DEPARTURE

The rental period begins at **4:00 PM Eastern Time** on the day of arrival. Once full payment for the rental is received, you will be sent the access details for the home. It is not always possible to allow Early Check-In due to cleaning and preparation of the home. Please check with one of our Reservationists by contacting them at 863-248-5082 regarding the availability of an early check-in.

The rental period ceases **promptly** at **10:00 AM Eastern Time** on the day of departure. A later check-out time can be provided at our discretion, should there be no guests arriving on the day of your departure. There is a Late Check-Out Fee and will be dependent on the time requested for late check-out. This must be paid online via a supplied payment link at least two days prior to the date of check-out. Please request this by email, giving as much notice as possible. Unauthorized early check-ins or late check-outs will be charged at \$55.00 per hour or part thereof.

Early Check-In and Late Check-Out charges apply and are dependent on how early or late of a time requested. Please note that Early Check-In and Late Check-Out can only be guaranteed by booking the night prior to arrival or the evening of departure, respectively.

#### 8. INSURANCE

Guests are recommended to purchase adequate travel insurance to cover eventualities, such as cancellation, accident, and sickness.

#### 9. OCCUPANCY

The accommodation may only be sublet, shared, or assigned by you with our express agreement in writing, otherwise only the persons detailed on the booking form are permitted to stay in the property. The maximum occupancy is quoted on the website for each property and is determined by the authorities within strict guidelines for fire safety. Please note that contravention of the maximum occupancy will render your booking void and all monies will be forfeited.

#### 10. UTILITIES, SERVICES, AND SUPPLIES

The accommodation rates quoted are per rental property (not per person), and include electricity, air conditioning, heating (when applicable), local telephone calls, cable TV, internet, Wi-Fi, bed linen and towels.

All accommodations are fully equipped, furnished and **self-catering**. Each accommodation comes equipped with an initial supply of Toilet Paper, a Roll of Paper Towels and One Tall Kitchen Garbage Bag. Additional supplies and replenishments are the responsibility of the Guest.

All homes come with a Starter Pack, which includes the following items: 1 Starter Bottle of Dish Soap, 2 Dishwasher Tabs, 2 Laundry Pods (not edible), 4 Kitchen Trash Bags, 1 Sponge, 1 Starter Pack of Kitchen Wipes, 1 Roll of Paper Towels, 1 Roll of Toilet Paper per Bathroom, and 1 Starter Bar of Soap per Bathroom. These items may be substituted and are subject to change without notice.

Some helpful items to bring include the following: Napkins and Additional Toilet Paper, Paper Towels and Garbage Bags; Coffee and Coffee Filters; Food Storage Bags and Containers; Laundry and Dishwashing Detergent, as well as a Kitchen Sponge; Home Cleaning Chemicals, such as Multi-Purpose Cleaner and Floor Cleaner; Hand and Body Soap; Shampoo and Conditioner; Toothpaste and Toothbrush; Other Personal Incidentals; and Extra Pool Towels.

#### 11. NO SMOKING/VAPING POLICY

Please note that SMOKING/VAPING IS NOT PERMITTED INSIDE THE PROPERTY, though it is permitted on the patio. Should evidence of smoking/vaping in the property be discovered, you are subject to removal from the property with no refund of any payment and will be charged a \$500.00 Smoking/Vaping Cleaning Fee to remove the smell of smoke from the home. Your cooperation is requested and greatly appreciated.

#### **12. PETS**

The majority of our homes do not allow pets with the exception of service animals as required by law in compliance with the Americans with Disabilities Act (ADA).

However, a few of our homes do allow a small well-behaved dog or cat. Please contact us for availability of a pet friendly home BEFORE any deposit is paid. Should we be notified of a pet request after any monies are paid where we cannot provide a pet friendly home, then all monies paid shall be forfeited and the booking cancelled.

We request a \$300.00 pet security deposit for any pets allowed. We do request that you bring your own bedding from home for your pets to use. All animals are required to be on leashes when outside the home. Neither the homeowner nor C & M Worldwide Holdings Inc. accepts any liability whatsoever for death, personal injury, accidents, loss, or damage to person(s)/other animals caused as a result of having a pet at the home.

#### 13. GUEST CONDUCT

For your own comfort, as well as that of future guests and neighbors, we ask that you respect the home and community where the accommodation is located. Please be mindful that the community consists of both residential and short-term vacation homes. Therefore, we politely request your kind consideration in not making any noise that can be heard by other guests and neighbors between the hours of 10:00 PM and 8:00 AM Eastern Time. Please refrain from any loud, disruptive and/or vulgar behavior as this could result in immediate eviction from the property without recompense or refund.

We reserve the right to decline entry or retain any person whose conduct is deemed to be disruptive and affects the enjoyment of other vacationers/residents. We shall be under no liability to accept any costs incurred, or responsibility for, any such person. House parties are not allowed under any circumstances. No items are to be removed from the home at any time including linens and towels.

When leaving the home unoccupied, Guests are responsible for ensuring the home is secured whereby all doors (Front of Home including Front Door, Side Door, Garage Door, Garage Entry Door, Garage Side Entry Door, as well as Back of Home including Sliding Glass Door and all Patio Doors) and windows must be closed, as well as locked.

Guests must adhere to the specific information provided in the home (e.g., minimum air conditioning temperature, trash collection, etc.). Guest also accepts the regulations of the community as established by the Homeowners Association.

#### 14. LIABILITY

Neither the homeowner nor C & M Worldwide Holdings Inc. accepts liability whatsoever for death, personal injury, sickness, accident, loss or damage to persons or personal effects however caused as a result of the use of the home including the pool and spa. It is the responsibility of an adult member of the party to ensure that children are always properly supervised in the home and especially when in the pool, spa, and surrounding area. These policies also apply to a service animal/approved pet brought into the premises.

Neither the homeowner nor C & M Worldwide Holdings Inc. accepts any liability for failure of public supplies such as water, electricity or air conditioning or failure of the community swimming pool equipment or for the consequences of the actions or omissions of persons who may control or supply main services, or any actions taken in the vicinity of the property reserved, by any authority over which there is no control. This does not affect your statutory rights as a consumer.

Neither the homeowner nor C & M Worldwide Holdings Inc. can be held responsible for any ongoing construction, alterations to existing properties or any noise as a result thereof in or around the community.

It is the responsibility of the Guest to ensure they have the required documentation needed to travel including a valid driver's license for U.S. citizens or a valid passport and visitor visa (if applicable) for those foreign nationals wanting to enter the United States for their vacation. Neither the homeowner nor C & M Worldwide Holdings Inc. accepts any liability for denied boarding/entry or the refusal of passage into the United States.

Community and home amenities (including, but not limited to, community pools, fitness centers, recreation areas, furnishings, appliances, electronics, baby equipment, games, and barbecue grills) are used at the Guest's own risk. Guests should exercise caution when using stairs, elevators, and walkways. Guests under 18 years of age must be accompanied by a responsible adult. Neither the homeowner nor C & M Worldwide Holdings Inc. accepts responsibility for any personal loss, accident, injury, or illness. Neither the homeowner nor C & M Worldwide Holdings Inc. shall be held liable for the personal safety of the Guest or their traveling party.

Guests who see any suspicious activity in the vacation home community should call and report the activity to local emergency authorities by dialing 911.

With regards to personal items, Guests should take the same precautions during vacation as they would at home. Valuables, IDs, passports, and money should be secured. Jewelry, electronics, or other valuables should not be left in a car, on countertops or in plain sight. Whenever guests leave the vacation home to go out including on their day of departure, or before they retire for the evening, all windows and doors should be locked. Neither the homeowner nor C & M Worldwide Holdings Inc. shall be held liable for lost, stolen or damaged personal property. In the event that personal property is lost or stolen, the Guest should contact the appropriate authorities.

### 15. DISSATISFACTION OR COMPLAINTS

In the unlikely event of a complaint during your stay, please contact us as soon as possible and we will work with you to resolve the issue. We cannot rectify matters unless we know about them. We will do our best to assist and remedy the situation as soon as it is practicably possible. Should you feel the matter was not satisfactorily resolved, you must notify us in writing within 3 days of your departure as no action can be taken, or liability accepted, for any complaint received after this period. The Management Company reserves the right of entry at any time.

### 16. WEBSITE

All descriptions given on the website are made in good faith, but no liability can be accepted for any errors or omissions. Changes may be made to the property without notification to the Guest or being stated on the website.

#### 17. INFORMATION BOOK

An Information Book is provided in the home for Guests. This Information Book must not be removed or taken from the home. If so, there will be a charge of \$75.00 to replace the Information Book.

### 18. ACCESS

Management reserves the right to enter the home (whether Guest is present or not) at any time, when necessary, in order to carry out emergency maintenance or damage prevention work. In addition, Guest agrees to allow entry by our regular licensed & and insured pest control company, at a reasonable hour, in order to implement our regular planned pest control program. Where guests request non-emergency maintenance, it shall be assumed that permission is granted by the Guest to allow access to carry out said work by C & M Worldwide Holdings Inc. representatives, whether Guest is present or not. Every effort will be made to inform Guests of such activities, and to make suitable arrangements.

#### 19. POOL AND SPA AREA

Due to variable prevailing environmental/weather conditions, C & M Worldwide Holdings Inc. cannot guarantee a specific water temperature for our swimming pools. A significant amount of time is needed to completely heat the pool up to the required temperatures. If your reservation requires pool heating, we will turn it on 24 to 48 hours prior to the day of arrival. If you reach out to us with less than this amount of time prior to your arrival, we cannot guarantee that the swimming pool will be heated at the beginning of your stay.

Pool heaters only operate while the pool pump is running. Typically, our pool equipment runs from 9:00 AM until 8:00 PM Eastern Time. This means that the water is only heated during these times. The exception to this is the spa. When you use the spa timer to turn the spa on afterhours, it will bypass the runtime. Once the spa timer turns off, the equipment will go back to the timer mode and not turn back on until 9:00 AM Eastern Time the next day.

The pool heat temperatures are set between 85°F and 87°F, but specific temperatures cannot be guaranteed as environmental factors, as well as equipment factors, will regulate the exact temperature and are completely beyond our control.

The spa heat temperatures are set between 98°F and 100°F, but specific temperatures cannot be guaranteed as environmental factors, as well as equipment factors, will regulate the exact temperature and are completely beyond our control.

Guests will have no control over the setting of the temperature of the pool heater. We can lower the temperature if requested, but it will require a trip by one of our maintenance personnel to perform this task. It is against the law to raise the temperature any warmer than the setpoints. Guests are not permitted to make any changes to pool equipment including the pool heaters. If a Guest is found to be tampering with the equipment, there will be a fee of \$250.00 to return the equipment to the original state plus the cost of any additional repairs.

Inground spas attached to inground pools will maintain the pool temperature until the spa timer is turned to activate the equipment in spa mode. Once the equipment is turned to spa mode, the valves will turn and isolate the spa. It will take approximately 30 to 45 minutes for the spa to heat up to the spa setpoint. Most of our spas are run by a timer dial located on the rear wall of the home and have a timing range of up to 60 minutes. To activate, turn the dial clockwise for the length of time you want it to run up to a maximum of 60 minutes. Once the time has run out, the equipment will switch back to pool mode and the spa will start to cool back to the water temperature of the pool. If you would like to use the spa for longer than 60 minutes, you will need to turn the dial again to reset the time.

Most of our pools are heated by a heat pump pool heater. These heaters are very efficient. However, they will not operate when the ambient temperature is below 55°F. When temperatures are below 65°F, we cannot guarantee the pool will heat up to the setpoint. If a Guest pays for pool heat, it will be turned on and can run even during these colder periods. If the equipment is running and using electricity and if there are no mechanical issues with the pool heater, we will not issue any refunds because the pool is not heating up to the setpoint due to weather conditions which are beyond our control.

Please be aware that pool/spa heaters have electrical and mechanical components that can sometimes malfunction and are completely beyond our control. We will correct any malfunctions as soon as we are apprised of them. However, as we use a third-party company for repairs, we cannot guarantee a time frame of when repairs will be completed.

Pool blankets/cover may be supplied by some homeowners for use, but some prefer not to offer this item for safety reasons. As a result, a pool blanket/cover is not guaranteed.

If provided, a Pool Safety Fence must always be kept erect/upright at all times and remain as such for the safety of children. Removal of this fence, leaving it open, or disabling a Pool Safety Alarm (if equipped) is an illegal act and punishable by fine and/or imprisonment according to FSS 515.33 of the Residential Swimming Pool Safety Act which states that "anyone tampering with or disconnecting pool alarms commits a misdemeanor of the second degree, punishable by a \$5,000.00 fine or one year in jail." C & M Worldwide Holdings Inc. will assess a minimum charge of \$100.00 per alarm if found disconnected, as well as any additional cost for repairing or replacing the alarm(s). Do not allow unsupervised children to use the pool or spa. Unfortunately, child deaths occur due to guests not following these simple rules. Neither the homeowner nor C & M Worldwide Holdings Inc. shall be liable for injury or death resulting from failing to follow these instructions.

All our pools are cleaned and chemically balanced weekly for your safety and comfort. However, on rare occasions, it may be necessary to apply extra chemicals to the pool to maintain safe and correct chemical levels. This is a normal occurrence and is not due to any lack of work on our part. If this should occur during your stay, it will be necessary for you to be out of the pool for a period of a few hours as determined by the technician for safety reasons and no compensation will be given. Any items such as clothes, toys, or other personal items must not be left in the pool or spa. Please be aware that you may see the pool technician(s) once a week during your stay or more if additional services are required.

Community pools are heated when the temperature dictates the need. Neither the homeowner nor C & M Worldwide Holdings Inc. have control over the temperature settings of the community pool(s) made available for Guest use.

#### 20. PACKAGES

Please note if you are planning to mail a package to your vacation home, many resorts either do not receive delivery of mail from the United States Postal Service (USPS) or have community mailboxes which are not accessible.

We recommend using either FedEx or United Parcel Service (UPS) to have packages delivered directly to your vacation home.

However, FedEx, United Parcel Service (UPS), Amazon, DHL and other courier services sometimes use the United States Postal Service (USPS) as the final delivery carrier. As a result, the package may not be delivered to your vacation home as the resort does not receive delivery of mail from the United States Postal Service (USPS) or the package may be delivered to a community mailbox which is not accessible.

The only way we can guarantee you will receive your packages is to have the items shipped to our office provided we receive them no later than 10:00 AM Eastern Time one day prior to your departure date. All items being delivered by the United States Postal Service (USPS) should be shipped to our office.

If you would like to have packages sent to our office, the address label and/or outside packing slip of the package must include our Company Name (Mid-Florida Home Management), the Lead Guest Name that is on the reservation, the Reservation ID Number, and be labelled like the following example:

NAME OF LEAD GUEST (RESERVATION ID NUMBER) C/O MID-FLORIDA HOME MANAGEMENT 2629 WAVERLY BARN ROAD, SUITE 131 DAVENPORT, FL 33897-8600

Guests staying at REGAL PALMS RESORT & SPA can send packages to their vacation home located in this community only if the store where the purchase is placed and/or the shipping carrier allows two fields for the address (e.g., Address Line 1 and Address Line 2).

The Address Line 1 field must include the street address of the resort clubhouse, which is 2700 SAND MINE ROAD. The Address Line 2 field must include the street address of the vacation home located in REGAL PALMS RESORT & SPA (e.g., 123 TERRA LAGO STREET).

The address label and/or outside packing slip of the package must include the Lead Guest Name that is on the reservation, the Reservation ID Number, and be labelled like the following example:

NAME OF LEAD GUEST (RESERVATION ID NUMBER)
2700 SAND MINE ROAD
STREET ADDRESS OF REGAL PALMS RESORT & SPA VACATION HOME
DAVENPORT, FL 33897

Failure to include both Address Line 1 and Address Line 2 on the shipping label will result in the package being returned to the sender. At the time of this writing, REGAL PALMS RESORT & SPA does allow delivery of packages by the United States Postal Service (USPS).

If the store where the purchase is placed and/or the shipping carrier <u>does not</u> allow two fields for the address (e.g., Address Line 1 and Address Line 2), please have the package shipped to our office as follows:

NAME OF LEAD GUEST (RESERVATION ID NUMBER) C/O MID-FLORIDA HOME MANAGEMENT 2629 WAVERLY BARN ROAD, SUITE 131 DAVENPORT, FL 33897-8600

The cost for receiving your deliveries is \$10.00 per package if you come to our office during business hours to pick them up or \$35.00 for the first package and \$10.00 for each additional package thereafter if you would prefer for us to drop them off at your vacation home.

Please be advised that if your deliveries arrive at our office on the day of your departure or any date thereafter, the fee is \$35.00 per package plus an additional fee to forward the package to your requested address. The amount of this additional fee will be determined based on the cost we are assessed by the shipping service used to mail the package to your requested address.

Any packages you wish to have returned to the sender will be charged a fee of \$35.00 per package plus any additional costs which may be applicable. All return shipping labels should be emailed to us at reservations@midfloridavacationhomes.com and the email must include the Lead Guest Name that is on the reservation, as well as the Reservation ID Number.

Please note we are not responsible for delays caused by either the carrier and/or shipper, as well as failure to include vital information such as our Company Name and Mailing Address, as well as the Lead Guest Name and/or Reservation ID Number on the carrier/shipper's address label and/or outside packing slip. We are also not responsible for how the package is delivered (e.g., the package was placed in the community mailbox instead of being dropped off at the vacation home), any mislabeled and/or misdelivered packages, as well as any packages left at the resort clubhouse or other receiving facility in the community.

All pricing related to receiving, delivering and/or returning packages is subject to change. All questions related to packages should be communicated in writing via email to reservations@midfloridavacationhomes.com.

#### 21. LOST AND FOUND ITEMS

Guests who may have left something behind after departing the vacation home must contact one of our Reservationists at 863-248-5082 for assistance as soon as possible. If the item(s) is/are located, we can ship it/them back to you. Guests are fully responsible for all shipping and handling costs.

### 22. LAST MINUTE RESERVATIONS (Bookings made within 45 days of arrival)

In order to combat fraudulent transactions, if the reservation is booked within 45 days of arrival, the Guest must either email, text, fax, or mail a legible color copy of the following documents:

# - Credit Card Used for Payment of the Reservation

- Please display only the following information from the credit card:
  - Cardholder's Name
  - Last Four Digits of the Card
    - Please do not display the entire credit card number.
  - Expiration Date
- o The reservation must be in the same name as the credit card holder.

#### - Government-Issued Photo ID

- Passport or State Issued Driver's License.
- The name on the Government-Issued ID must match the name of the credit card holder.

### Utility/Service Bill

- Water Bill, Electric Bill, Gas Bill, Cable Bill, or Internet Bill.
- The utility/service bill must include the physical home address.
- The name on the Utility/Service Bill must match the name of the card holder.
- o The name and address on the Government-Issued ID and Utility/Service Bill must match.

Alternatively, the Guest can check-in at our company office if they do not wish to send a copy of the required documents either via email, text, fax, or mail. Guests wishing to check-in to provide these documents in person must do so during office hours, which are as follows: Monday - Friday from 9:00 AM to 5:00 PM and Saturday from 9:00 AM to 12:00 PM (all times are based on Eastern Time). WE CANNOT ACCOMMODATE CHECK-IN OUTSIDE OF THESE TIMES. The Guest must call ahead at 863-248-5082 to ensure that one of our staff will be available to meet them.

Upon check-in, a staff member will photocopy the ID and credit card used for payment, then verify that the name and address listed on all three documents match the reservation. Please contact one of our Reservationists at 863-248-5082 with any questions or to obtain the details on how to submit the documents either via email, text, fax, or mail.

#### 23. VACATION HOME FOR SALE

If a property should go on the market for sale or in the event a property is sold and no longer available for rentals, C & M Worldwide Holdings Inc. will make every effort to find similar accommodations. If we cannot find a comparable accommodation, the Guest will have the option of selecting from available properties at the published rate or receiving a complete refund of monies paid for your Vacation Rental Home **Only** and **Excludes** flights, attraction tickets, car rentals, etc.

### 24. FLORIDA WILDLIFE

Central Florida is home to a diverse population of animals. Guests should avoid approaching, feeding, or harassing wildlife of any kind. Alligators and snakes are not just found in the wild, but also in and near lakes, ponds, and marshes in residential neighborhoods and around golf courses. There is always the possibility of this wildlife near fresh or brackish water. Guests must not wade, swim, or fish in community ponds or lakes, or in undesignated areas.

### 25. WEATHER

C & M Worldwide Holdings Inc. does not offer refunds or allow changes to reservations due to hurricanes, tropical storms, or adverse weather. Guests who are concerned about possible interruption, cancellation or delayed travel are strongly encouraged to purchase travel insurance. Travel Insurance can provide protection in the event of storms and other sudden emergencies. Peak hurricane season is August through October. All Guests are encouraged to purchase travel insurance.

#### **26. COMMUNITIES**

The majority of our properties are located within a vacation rental community or subdivision. These communities are governed by a Homeowners Association (HOA) which have established rules, regulations and/or requirements that residents, guests and visitors must abide by at all times. Some rules, regulations and requirements are related to gaining access into the community, the number and type of vehicles allowed, the number of visitors allowed, parking, facilities usage, trash collection, safety, neighborly etiquette, quiet hours, mail deliveries and food deliveries. These are only some examples of the HOA rules, regulations and requirements and is not a comprehensive list.

Some of these communities require us to provide them with a list of all members of the traveling party including their first and last name for any person aged 16 and older. Guest is obligated to provide this information prior to their arrival date if the property booked is in a community which requires this list.

Failure to provide us with this list will result in Guest not being able to obtain access into the community. Please note that neither the homeowner nor C & M Worldwide Holdings Inc. will be held responsible for any compensation, financial or otherwise, to Guest if they are unable to obtain access into the community due to the required list not being sent to C & M Worldwide Holdings Inc. prior to their arrival date. At the time of this writing, the following are the communities which require a list of the first and last name of all traveling party members aged 16 and older:

- Champions Gate
- Emerald Island Resort
- Providence
- Regal Palms Resort & Spa
- Storev Lake
- Windsor Hills
- Windsor Palms

Furthermore, some communities charge a fee to access their amenities. This information is provided in the property description of the home which can be found on the Mid-Florida Home Management website. This fee will become the sole responsibility of Guest either upon check-in or on the first day of utilizing the facilities. At the time of this writing, the following are the communities which charge a fee to access their amenities:

- Emerald Island Resort
- Providence
- Regal Palms Resort & Spa
- Solterra Resort

Please contact one of our Reservationists at 863-248-5082 for further details or to confirm if the property you reserved is located in one of the aforementioned communities as this list is subject to change.

The homeowner, as well as C & M Worldwide Holdings Inc., cannot and does not guarantee access to any resort amenities including, but not limited to, pools, golf courses, fitness centers, recreation areas and restaurants. Neither the homeowner nor C & M Worldwide Holdings Inc. shall be held liable if community amenity access is restricted due to weather, maintenance, construction, resort policies or any other reason.

### **27. FORCE MAJEURE**

Neither the homeowner nor C & M Worldwide Holdings Inc. accepts any responsibility or liability for any loss or damage or alteration to the terms of your reservation caused by events beyond our control, including, but not limited to, acts of God, natural disaster, regional epidemics, worldwide pandemics, labor unrest, war whether declared or undeclared, terrorist activity, civil commotion, flight delays or cancellations, airport closures, adverse weather conditions, fire, flood, industrial dispute, the existence of injunctions or requirements for obtaining licenses, permits or other compliance with applicable laws, rules and regulations.

#### 28. PROVISIONS

Failure to comply with any of the terms herein will, at the sole discretion of C & M Worldwide Holdings Inc., result in the eviction of the Guest from the property, without recompense or refund.

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 and costs, and the State of Florida shall have exclusive personal and in rem jurisdiction over any dispute.

These terms and conditions are subject to change without notice, from time to time, at the sole discretion of C & M Worldwide Holdings Inc.

Any questions should be directed to one of our Reservationists by contacting them at 863-248-5082 during normal business hours, the times of which are as follows: Monday - Friday from 9:00 AM to 5:00 PM and Saturday from 9:00 AM to 12:00 PM (all times are based on Eastern Time).

#### 29. CANCELLATION CHARGES

Lead Guest Signature

The Guest may cancel the booking at any time. All cancellations must be in writing and sent via email. The following cancellation charges will apply:

- More than 4 Weeks Prior to the Arrival Date: Loss of Deposit
- 4 Weeks or Less Prior to the Arrival Date: Loss of 100% of Total Cost

If through circumstances beyond our control, it is necessary for us to cancel a booking, which would be exceptional, we will refund any monies paid, without interest or further compensation.

If, through circumstances beyond ou we will offer another suitable propert with no additional cost to the Guest. I will not be provided.	y of the same size or larger ar	nd transfer all funds pa	id to that home

Date