

Short Term Rental Agreement

Payment Policy: Per the reservation confirmation, a deposit is due at time of booking and final payment is due 60 days prior to arrival. Visa, MasterCard, Discover and checks are all acceptable forms of payment. In cases of payment by check, all funds shall be made payable to Premier Sotheby's, with a notation of your confirmation number written on your check. Reservations that are not paid in full by the final payment date will be cancelled and advance payment forfeited.

Fees: All reservations are subject to a reservation fee, damage protection plan, departure cleaning fee, applicable sales tax and possible association application fee. Guest will provide Premier Sotheby's with a valid Visa, MasterCard or Discover card prior to arrival. All balances due at the conclusion of your reservation shall be charged to your credit card on file.

Damage Protection Plan: This Vacation Rental Damage 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 \$3000.00. Any damages that exceed \$3000.00 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 actual cash value of such property up to a maximum benefit of \$3000. Certain terms and conditions apply. Full details of the Vacation Rental Damage coverage are contained in the Description of Coverage or Insurance Policy (www.vacationrentalinsurance.com/G10VRD). The Vacation Rental Damage can be purchased up to, and including at, check-in. **By submitting payment for this plan, you authorize and request CSA Travel Protection and Insurance Services to pay directly Premier Sotheby's International Realty any amount payable under the terms and conditions of the Vacation Rental Damage. Please contact Premier Sotheby's International Realty directly if you do not wish to participate in this plan or assignment.**

Cancellation Policy: Cancellation more than 60 days prior to arrival will always result in a loss of 10% of rental amount (not less than \$200), reservation and applicable association fee, optional travel insurance and applicable taxes. Cancellation within 60 days of arrival will result in a loss of 100% of the rent, reservation and applicable association fees and applicable taxes. A refund of rent shall only be remitted for the amount generated by a new reservation, less 10% of rental amount (not less than \$200), reservation and applicable association fee, optional travel insurance and applicable taxes

Check-In Time: Check in time is after 3:00 P.M. This cannot be guaranteed and may be delayed due to cleaning or inspection.

Check-Out Time: Check out time is at 10:00 A.M. Responsibilities: Upon checkout, please leave the property in the same general condition as it was found. Departure responsibilities including the following: clean and put away all dishes, dispose of all trash in proper containers, wash, dry and put away all linens except for the last days use, close and lock all doors and windows, return keys to key box. Failure to comply with these responsibilities will result in additional charges to the guest.

Rental Occupancy and Age Requirements: Each property indicates the number of occupants allowed in a property at any one time. Guest agrees to keep the number of people occupying the premises at/or under the maximum persons allowed per the reservation confirmation. The individual making the reservation must be 25 years of age or older and must occupy the rental property the entire term of the reservation. Any breach of the above policies will result in termination of this agreement, including possible eviction of the property and possible forfeiture of any monies paid.

Pet: Sorry, pets are not allowed in any property unless specifically agreed to by owner and association. A pet fee will apply if permission is granted. Any breach of this will result in immediate eviction of the property and forfeiture of any monies paid.

Smoking Policy: All properties are NON-SMOKING. Any breach of this policy will result in a charge of no less than \$1,000.

Parking: Only one car is permitted per reservation. If you need more space, please contact your rental associate for approval.

Inventory Items: All properties are privately-owned and reflect the taste of the homeowner. Properties are completely furnished and equipped with essential kitchen utensils, cookware, hair dryers, complete sets of linens and towels, beach towels and beach chairs. Small bars of soap and one roll of toilet paper are placed in each bathroom. Any other items such as detergent or cleaning supplies, may be left for your use by an individual homeowner, but it is expected that you replenish the supply on your departure for the convenience of the next guest. Daily housekeeping is not included.

Right of Entry: Premier Sotheby's, or its assigns, may enter residence during regular business hours for the normal management of residence with a 24-hour notice to the guest. Premier Sotheby's or it's assigns may also enter the residence to show a property listed for sale. In case of emergency, Premier Sotheby's may enter the residence at any time and without advance notice.

Damages: Please report any damage upon arrival by calling Premier Sotheby's. Also, please report any damage or breakage upon occurrence so the matter can be settled prior to your departure. Inspection crews carefully check properties and you will be held responsible for damage beyond normal wear and tear.

Property Rules: Hereby acknowledge that guest will not be entitled to any refund for any inoperable appliances, to include by way of example only, television, air conditioner, hot tub, pool or community amenity. The agent agrees that upon notification by guest of any malfunction Agent shall make every reasonable effort to have such appliance or item promptly repaired. If applicable, this agreement is subject to the approval, rules and regulations of the subject property Association, of which the owner is a member. Guest agrees to all Association rules and regulations, and to pay fees applicable for approval. If Association does not accept or approve guest, this agreement shall be cancelled, and all rental monies shall be refunded.

Comparable Premises and Force Majeure: Unforeseeable circumstances may arise, which make it impossible or impractical for Premier Sotheby's to provide the anticipated accommodations to guest. Such circumstances may include, but not limited to, scheduling problems, equipment failure, as well as a fire, other casualty at the property, acts of God, acts of war, acts of terrorism, hurricanes, windstorms, fires or other natural occurrences, circumstances not being exclusive. In such a circumstance, Premier Sotheby's reserves the right to transfer guest to another vacation property of reasonably comparable value, determined in the sole discretion of Premier Sotheby's, whose determination shall be final. If alternative accommodations cannot be provided, Premier Sotheby's shall return 100% of the payments (not including applicable association fees) received by Premier Sotheby's from guest.

Construction: If construction or property repair activity occurs near the unit that is beyond the control of the Broker and/or Owner, Guest agrees to hold owner, Broker, its agents and representative harmless for any damages, costs or inconvenience suffered.

Telephone Use: Local service MAY be provided. Please ask your rental associate for more details.

Rate Change: Rates, descriptions, furnishings and availability are subject to change WITHOUT NOTICE.

Waiver of terms: No waiver or any breach of any of the terms of this agreement shall be permitted.

Indemnification: Guest hereby agrees to indemnify and hold Premier Sotheby's harmless for injuries or other losses to guest and other persons and property that may occur in connection with guest's use of the property. Guest further agrees that, as agent for the owner of the property, Premier Sotheby's has no control over the condition of the property and, furthermore, that Premier Sotheby's is not under any obligation to accept for safekeeping any monies, securities, jewelry or other articles of personal property belonging to the guest, nor is Premier Sotheby's or owner liable for any loss in connection with any such items, or for providing security for the property. Premier Sotheby's will cooperate in forwarding any complaint or concern of guest to the owner of the property, but shall not be obligated to correct any condition or hazard associated with the property.

Governing Law: This agreement shall be governed and enforced according to the laws of the state of Florida. The prevailing party in any lawsuit to enforce any provisions of this agreement shall be entitled to an award of attorney fees, cost and expenses for mediation, arbitration and trial or appellate proceedings.

COVID-19: Tenant assumes the risk of entering and using the premises under the circumstances of the COVID-19 Pandemic. Tenant does hereby release and forever discharge and hold harmless Premier Sotheby's International Realty, the Owner, and each's managers, directors, officers, employees, and agents, and the heirs, executors, personal representatives, successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from the Premises relative to COVID 19 related illnesses and does covenant not to sue any of the Owner Parties with respect to such matters. Tenant agrees that services such as repairs and deliveries maybe interrupted or may cease, in which case, Tenant agrees to hold the Owner, Broker, it's Agents and representatives harmless for damages, costs or inconvenience caused due to the interruption or cessation of such services.

On-line Booking & Information: The information provided online, although deemed accurate, is not guaranteed, and may be subject to errors, omissions, change of price, or withdrawal without notice.

Entire Agreement: This agreement contains the entire agreement of the parties. It may not be changed orally, but only by an agreement in writing signed by the party against who enforcement of any waiver, change, modification, extension, or discharge is sought. Guest cannot assign or transfer this Agreement.

Any breach of the above policies will result in termination of this agreement, including possible eviction of the property and possible forfeiture of any monies paid.

A signature obtained electronically on this agreement will be binding as an original signature.

*All policies and procedures are subject to change and/or update without notice.

Guest Name: _____ Signature: _____ Date: _____