

Gracey Manor Rental Agreement

This Vacation Rental Agreement ("Agreement") is a legal agreement between Gracey Manor LLC ("Gracey Manor" and "Owner") and you, the Renters ("Tenants" and "Guests"). This Agreement is entered into as of the date when the Renters place their reservation online and the reservation is screened and accepted by the Owner. Owner will notify Renters by email when their reservation is accepted. Owner reserves the right to refuse service to anyone

Renters agree to the following:

PAYMENT DUE - All rental monies are due 60 days prior to check-in.

CANCELLATION More than 60 days before check-in will be a full refund. Cancellations less than 60 days and more than 30 days will receive a 50% refund. Cancellations 30 days or less will not receive a refund, however guest may work with us to reschedule. The total rental includes all charges on the paid-in-full invoice. There are **NO REFUNDS** for **EARLY DEPARTURE**.

HURRICANES & TROPICAL STORMS - There are **NO REFUNDS** for hurricanes, tropical storms or weather conditions, even if a mandatory evacuation is ordered (optional travel insurance is offered for Renters protection or Renter may obtain through a third party. Renter **ASSUMES THE RISK**).

CONDITION OF PROPERTY: Owners have, to the best of their ability, given an accurate description of the property and its condition. Guest understands that it is considered as reserved "sight unseen". Our cleaning staff will have cleaned it before your occupancy. All electrical, plumbing and appliances should be in working order. The failures of operation of certain extra amenities, such as TVs, cable, games, or the Internet and WiFi service are not a basis for any refund. Owner will make every effort to have these items repaired but does not guarantee that they will be repaired during Guests occupancy. When you arrive, if you find that the house has not been cleaned to normal standards please notify the Property Manager immediately. We will do our best to attend to the problems but may not be able to fix everything over holidays and weekends. Under no circumstances will any of the rental money be refunded or returned because of the condition of the house. The Guest agrees to hold the Owner harmless from any liability for the condition of the house. Due to the nature of beach properties, the sand, stairs, decks and concrete are not always stable. Use at your own risk.

CLEANING & REPAIRS: All homes have cleaning included in the total rent. If additional cleaning is required after you leave, you may incur a deduction from your security deposit. Guest agrees to keep house, furniture and furnishings in good order. Removing, adding or changing furniture without Owner's written approval shall be deemed a material breach of this Rental Agreement, and is strictly prohibited. Guest is responsible for cost of replacement of any damage to furniture or premises and replacement of missing items.

CLEANING & LINEN SERVICE POLICY: The home is provided with pillows, linens, blankets, towels, kitchen towels, comforters, hand towels & wash cloths including extras located in closets. A cleaning service to clean the house and linens on your departure is included on your invoice. You are responsible that all debris, rubbish and discards are placed in plastic bags and transferred to the receptacle bench by the entry door. The home is provided with a starter set of toilet paper, paper towels and soap. Owners do not guarantee that these extra items will always be available, and guests may need to replenish their own paper goods, toiletries, & laundry detergent, etc.

ACCIDENTAL DAMAGE: Renters will be completely responsible for any and all damage to the home or property caused by Renters, whether accidental or due to Renters negligence. Please notify owners or management company immediately if there is damage when you enter the home, or if it occurs during your stay.

ASSUMPTION OF RISK: No lifeguard may be on duty. Accordingly, persons using the pool do so at their own risk and the Owner assumes no responsibility or liability for accident or injury. No one should swim alone. The baby items are provided as a convenience to Renters, including but not limited to, the playpen, car seat, bed rails, stroller and high chair. Owner assumes no responsibility or liability for accident or injury due to use of these

items. Renters will hold the Owners harmless from any and all bodily injury and/or property damage incurred on or off the property arising out of Renters' negligent acts or omissions. See disclaimer below.

CHILD PROOFING: Guest understands that no special efforts have been made to "childproof" this house, and accept the risk or harm to any children we allow on the property. These risks are not limited to, but include access to the pool, adjacent street, patio, or cleaning supplies in the house that might be poisonous if ingested.

FURNITURE: All furniture must be returned to its original location on Guest's departure or an additional charge will be made.

MISSING/DAMAGED ITEMS - Renters will be charged for any missing or damaged items reasonably attributable to Renters and not returned after notification. An inventory/survey of the property is performed after Guests depart and notifies the Owner of any missing items. Owner will notify guests in the event that items were inadvertently taken, and provide guests the opportunity to return the missing items.

LOCKED AREAS. Vacationers may not be provided a key for Owner's personal storage spaces. Any attempt to enter locked areas is cause for immediate termination of this agreement, forfeiture of all monies paid, and Vacationer's will be liable for any damage and/or missing items.

SECURITY DEPOSIT. A security deposit of \$500 is due 60 days prior to check-in. The deposit covers any damages to the rental property and its furnishings caused by Vacationers and their guests. Owner may use all or part of the security deposit to repair any damage caused by the Vacationers. Should the damage amount exceed the amount of the deposit, the Vacationer remains liable for the balance. The Security deposit will be refunded within 7 days after check-out if there are no damaged or missing items.

SECURITY/DAMAGE DEPOSIT: Deposit will be held in a non-interest bearing account. The security/damage deposit is NOT applied toward rent; however, it is fully refundable within 7 days of departure, provided the following provisions are met:

- a) No damage is done to property or its contents, beyond normal wear and tear.
- b) No charges are incurred due to contraband, pets, smoking, or collection of rents or services rendered during the stay.
- c) No excessive cleaning required.
- d) No excessive utility charges are incurred.
- e) No property is lost, stolen, or damaged.
- f) The Guest (or any of Guest's visitors) is not evicted by the owner (or representative of the owner), or the local law enforcement.

PERSONAL PROPERTY: Guest understands that any personal property of and used by Guest is not insured by Owner and Owner shall not be responsible for any lost, stolen or missing property of the Guest or property of Guest left after check out.

COMMUNITY PROPERTY CONDITION: Guest understands that Owner has no control over the condition of the community areas and cannot be held liable for any changes to community conditions or any closing as ordered by any official agency.

NO PARTIES - This is not a party house. The Renter must be 25 years of age to book this Vacation Rental. Any special occasions such as weddings, receptions, family reunions or increase of occupants (guests not registered on registration form) must be disclosed at the time the reservation is made and is subject to Owner's advanced approval. Prom parties, fraternity or sorority parties, graduation parties, or parties of any kind, are not allowed at any time. Adults cannot rent property on behalf of underage guests, no exceptions. If there is a party at the house, the renters will be evicted without refund. Only guests registered at the house may use the house unless otherwise approved in writing by the owner. Other guests staying on or off property may not stay at the house or use the pool at the house.

QUIET HOURS – The community has quiet hours from 11 p.m. to 7 a.m.

FINES. If the owner is fined for guest actions then the fine may be kept from the Guest's security deposit or charged later. Fines are the responsibility of the guest.

NON-SMOKING - This is a NON-SMOKING vacation rental. Evidence of smoking, such as the smell of cigarette or cigar smoke inside the home by the cleaning crew is sufficient basis to charge the renter for smoke cleanup and removal from carpeting, AC ducts & filters and furniture. This type of clean up is expensive and Renter is Liable for the deep cleaning Costs incurred.

NO PETS ALLOWED. If you bring a pet(s), this rental agreement will be forfeited, terminated and deposits will be retained and a deep cleaning fee will apply.

NO FIREWORKS. Guest agrees that Fireworks and other hazardous materials shall not be used in or around the property.

REGISTERED GUESTS ONLY. Only Registered guests may enter the resort and use the community facilities. Any additional guests must be approved by the owner in advance.

VEHICLES. No more than 5 vehicles may be registered to the property. All drivers must be disclosed to owner and entered into the reservation system in order to enter the resort gate.

ILLEGAL USE. Guest shall use the property for legal purposes only and other use, such as but not limited to, illegal drug use, abuse of any person, harboring fugitives, etc. shall cause termination of this agreement with no refund of rents or deposits.

MAXIMUM OCCUPANCY. 12 individuals.

SUBLETTING: Guest is not authorized to let or sublet all or any part of the premises nor assign the lease or any interest in it without the prior written consent of the Owner.

CHECK-IN & CHECKOUT - Check-in is at 4:00 PM and checkout is 10:00 AM. A late checkout is subject to extra rental charges at the rate of \$100/hour after a grace period of 30 minutes. Guests may arrange for extra nights in advance to avoid any late checkout fees. Extra nights are charged at the daily rate and may be granted if available. If Guests are not present when cleaning crews arrive and have left their possessions in the house, cleaning crews will collect their possessions and remove them from the premises in order to prepare the unit for incoming guests and Guest will be charged \$150 for this service. PLEASE checkout promptly, the cleaning crews have a very short time window to prepare the unit for new guests.

CHECK-OUT PROCEDURES - Renters are responsible to complete the check-out procedures in the provided guest package that includes a check out list.

HOLDING OVER: Because of the nature of Owner's business (short term vacation rentals) Guest understands, and is hereby put on notice that any unauthorized "holding over" of the property past the stated rental period could severely jeopardize Owners business and cause loss of rental income from other previously booked guests, temporary and/or permanent loss of business, goodwill and reputation and, among other things, could force Owner to breach an agreement with similar short term vacation rental Guest(s) who may have reservations during Guest's unauthorized "holding over" period. In the event, Owner may be legally liable in damages to said other guests. Guests should be aware that unauthorized "holding over" has been construed as a factor in establishing "malicious continuing occupation" of rental property, which may entitle Owner to treble damages in any unlawful detained action. Guest also recognizes the unauthorized "holding over" could be grounds in court as a cause of action for intentionally interfering with Owner's prospective business advantage. In addition, we will charge \$100.00 an hour past 10:30 a.m. on day of check out.

RELATIONSHIP OF PARTIES: It is specifically agreed and understood that the relationship between the parties herein shall be deemed to be of proprietor and lodger or Guest as opposed to a relationship of landlord/tenant. Guest specifically waives and make inapplicable to this lodging the provisions of landlord/tenant Law.

REMEDIES: In the event of a default to the Rental Agreement, including, but not limited to, Guests unauthorized "holding over" or those acts mentioned above in this agreement, and in addition to all other rights and remedies Owner may have at law, Owner shall have the option, upon written notice or as the Law may hereinafter provide, Owner may immediately re-enter and remove all persons and property from premises. In such an instance, the Rental Agreement will be terminated, and Owner shall be entitled to otherwise recover all damages allowable under the Law. The Guest, as part of the considerations of this special rental, in recognition that this property is booked in advance by other Guests throughout the year, hereby waives all claims for damages that might be caused by Owner; re-entry and taking possession of premises or removing or storing property as herein provided, and will hold Owner harmless from loss, costs and damages occasioned thereof, and no such re-entry shall be considered or construed to be a forcible entry- Further, if for any reason Owner is unable to deliver possession of the premises to Guest at the commencement of the term specified in the Rental Agreement, Owner shall refund amounts paid by Guest, but shall not be liable for any other damages caused thereby.

ATTORNEYS FEE/DEFAULT: If any legal action or proceeding (including default, non-payments, etc.) arising out of or related to this Rental Agreement is brought by either party to this Rental Agreement, the prevailing party shall be entitled to receive from the other party, in addition to all other relief that may be granted, the reasonable attorney's fees, costs and expenses incurred in the action or proceeding by the prevailing party. If Owner is successful in bringing such action and receiving a settlement or judgment and Renter delays in paying such settlement or judgment then Owner shall be entitled to an annual interest rate of 9% on the late payment or, if lower, the highest rate allowed by law.

INDEMNIFICATION: Guest agrees to indemnify and hold harmless Owner for any liability arising before termination of this Rental Agreement for personal injuries or property damage caused by the negligent, willful or intentional conduct of Guest(s). This indemnification agreement does not waive Owner's duty of care to prevent personal injury or property damage when that duty is imposed by law.

PRIOR AGREEMENTS: No prior agreement or understanding not contained in writing herein shall be effective. Furthermore, Owner, other than what is specifically written and set forth herein, makes no other or further representation regarding the nature, character and quality of the premises to be rented, and no representation shall be deemed to exist or be material unless and until it is reduced to a writing and signed by the parties. This Rental Agreement may be modified in writing only, and must be signed by the parties in interest at the time of the modification. It constitutes the entire agreement of the parties. If any provision in this contract held by any court to be invalid, void or unenforceable, the remaining provisions shall never the less continue in full force.

FORUM SELECTION, JURISDICTION, LAW AND VENUE– The parties agree to the *exclusive* jurisdiction and venue of the of the State of Florida and Osceola County for the resolution of all disputes arising under this Agreement. The sole and exclusive venue (i.e. place where lawsuit may be filed) for any legal proceedings shall be in the County of Osceola, Florida. Guest expressly waives any other right or privilege with respect to the election of venue or court (i.e. state or federal) and location of the venue of action.

GOVERNING LAW – It is expressly agreed that this Agreement shall be governed and construed by the laws of the State of Florida only, irrespective of the state of residency of Guest.

Disclaimer

Renters understand that the Owners are not responsible for any personal injury caused by slipping on wet pavement or surfaces, and that guests are responsible for exercising care when surfaces are wet or slippery due to weather or use of hoses to wash down areas, and further, that the Owners are not responsible for any personal injury or loss or damage to guests' property caused directly or indirectly from foul, inclement weather conditions, Acts of God or

nature, epidemic, pandemic, failure of heat, failure of appliances, accidents related to fire, heaters, stoves, guests' failure to take adequate precautions around wet areas, or any unforeseeable circumstances. Under no circumstances will Renter or their guests hold the Owners of the Vacation Rental responsible for any damages or claims of any kind resulting from their stay, except for intentional acts of harm. Use of items provided in the rental property are at your own risk, including any child items such as child plug covers, car/booster seat, high chair, stroller, playpen, bed rails and the like.

Owner attempts to properly maintain the vacation rental. The vacationer agrees to immediately notify the owner of any maintenance problem, so that the situation can be remedied as soon as possible. Owner is not responsible for any inconveniences that may occur for which it has no control. This includes, but is not limited to: power outages, adverse weather conditions, pandemics, epidemics, mandatory evacuation, construction, mechanical failure such as pool, hot tubs, television, etc. No refunds will be given for occurrences beyond the owner's control. Owner shall not be held liable for any injuries that may occur to Renters or their guests as a result of the acts of said Renters and guests. Owner is not responsible for any theft or damage to Renter's belongings during their stay at the vacation rental.

This agreement and disclaimer applies to Renters and all guests in the Renters' party.