

SHORT-TERM RENTAL AGREEMENT TERMS AND CONDITIONS

This Short-Term Rental Agreement (the "Agreement") is a legally binding agreement made and entered into as of the Reservation Date by and between the person(s) (the "Guest"), as specified in the booking form, and the property owners ("The Owners"), pursuant to which the Guest has agreed to rent the residence described below (the "Property") for the duration of the Rental Term, for the Total Rental Fee and other good and valuable consideration as described herein. The "Primary Renter" refers to the Guest who has completed the booking form section and assumes responsibility for all communication with the Owners on behalf of the group of Guests. The designated "Primary Renter" is required to be a member of the party intending to stay at the Property. The "Owners' Agent" is the Property Management company appointed by the Owners to provide local support to the Guest during their stay.

Guest(s) acknowledge and understands that he/she is a Guest (licensee) of the Owner and not a Tenant, and, that he/she is not acquiring any interest in the property. By accepting the booking form, Guest(s) also accepts the detailed Terms & Conditions governing the short-term Rental Agreement set out below.

BOOKING

By accepting the booking, the Guest also confirms the acceptance of the detailed Terms and Conditions governing the short-term Rental Agreement set out below which shall be binding on all the persons over 18 years intending to occupy the property whether or not such persons have made the booking. The Owners will confirm each booking as soon as possible after receipt of the booking request and deposit. Once the Owners have issued the booking confirmation, the Primary Renter is responsible for the total price of the rental of the property as agreed. The remaining balance must be paid 8 weeks before departure. If the full balance including security deposit is not paid 8 weeks before departure the Owners reserve the right to cancel the booking whereupon the funds held will be forfeited.

SECURITY DEPOSIT:

By accepting the booking, the Guest agrees to pay for any damage or loss of any kind to the Property from the security deposit. Cost of damage in excess of security deposit will be chargeable. This deposit is fully refundable within approximately 4 weeks after your departure, providing there are no claims made against it. In the event of any excess damage of any kind to the Property or excess cleaning costs or excessive use of utilities which exceed the security deposit, the Guest will be held responsible for all additional costs. A deduction will also be made if costs are incurred for lock out. The Owners reserve the right to pass on processing fee in respect of credit card payment to the Guest.

CANCELLATIONS

All requests to alter a confirmed booking must be made in writing to the Owners and must be confirmed by the Owners. It is the responsibility of the Primary Renter to ensure a signed cancellation letter reaches the Owners by email. If cancellation is received at least 60 days prior to the commencement of booking, the Primary Renter will get back 100% of the amount that has paid. If cancellation is received between 30 and 60 days before commencement of booking, Primary Renter will get back 50% of the amount that has paid. If cancellation is received after 30 days prior to the commencement of booking, the Primary Renter is liable to pay the full balance of the final invoice except the security deposit and pool heating charges. In the unlikely occurrence of a Force Majeure event, which necessitates cancellation of the booking, The Owner will refund any monies paid by the Guest, without interest, compensation or consequential loss of any kind.

OTHER CANCELLATIONS

In the event of a hurricane one (1) week prior to arrival, the Owners will offer the Guest the opportunity to reschedule their vacation.

ARRIVAL/DEPARTURE TIME

The Guest acknowledges and understands that checkout time is no later than 10:00am and check-in time is no earlier than 4:00pm. Unless an early check-in and/or late check-out option was purchased and agreed to in writing. Both times are based on the local time relative to the Property's location.

OCCUPANCY

Guest agrees that no more than 8 persons shall be permitted on the Property at any time during the Rental Term, all of whom shall comply with the conditions and restrictions imposed upon Guest under this Agreement. Everyone occupying the property must be listed on the booking form, this includes infant and children. FsmokinThis is Florida State law and must be adhered to. We are licensed for short term rental for occupation up to 8 persons. Maximum occupancy includes infants and children. Violation of this condition will result in the immediate removal from the Property with no refund.

CONDITION AND USE OF PROPERTY

The Property is provided in "as is" condition. The Owner shall use its best efforts to ensure the operation of all amenities in the Property, such as pool, internet access as applicable. The Owner shall not be held responsible for such items failure to work, but will make every effort to correct any issues as reported as quickly as possible. Guest acknowledges that use of amenities such as pools and the like may be potentially dangerous and involve potential risks if improperly used, particularly with regard to children and such use is at the Guest's own risk.

Guest shall use the Property for residential purposes only and in a careful manner to prevent any damage or loss to the Property and keep the Property in clean and sanitary condition at all times. Guest and any additional permitted guests shall refrain from loud noise and shall not disturb, annoy, endanger, or inconvenience neighbours, nor shall Guest use the Property for any immoral, offensive or unlawful purposes, nor violate any law, association rules or ordinance, nor commit waste or nuisance on or about the Property.

DEFAULT

If Guest should fail to comply with the conditions and obligations of this Agreement, Guest shall surrender the Property, remove all Guest's property and belongings and leave the Property in good order and free of damage. No refund of any portion of the Total Rental Fee shall be made and if any legal action is necessary, the prevailing party shall be entitled to reimbursement from the other party for all costs incurred.

ASSIGNMENT OR SUBLEASE

Guest shall not assign, shared or sublease the Property or permit the use of any portion of the Property by other persons who are not family members or guests of the Guest and included within the number of and as permitted occupants under this Agreement.

RISK OF LOSS AND INDEMNIFICATION

Guest agrees that all personal property, furnishings, personal affects and other items brought into the Property by Guest or their permitted guests and visitors shall be at the sole risk of Guest with regard to any theft, damage, destruction or other loss and The Owners shall not be responsible or liable for any reason whatsoever. Guest hereby covenants and agrees to indemnify and hold harmless the Owner and their Agent, successors, employees and contractors from and against any costs, damages,

liabilities, claims, legal fees and other actions for any damages, costs, solicitor fees incurred by Guest, permitted guests, visitors or agents, representatives or successors of Guest due to any claims relating to destruction of property or injury to persons or loss of life sustained by Guest or family and visitors of Guest in or about the Property and Guest expressly agrees to save and hold The Owner harmless in all such cases.

RELEASE

Guest hereby waives and releases any claims against the Property Owner and their successors, assigns, employees or representatives, officially or otherwise, for any injuries or death that may be sustained by Guest on or near or adjacent to the Property, including any common facilities, activities or amenities. Guest agrees to use any such facilities or amenities entirely at the Guest's own initiative, risk and responsibility.

ENTRY AND INSPECTION

The Owner or their Agent reserves the right to enter the Property at reasonable times and with reasonable advance notice for the purposes of inspecting the Property or showing the Property to prospective purchasers, renters or other authorized persons. If Owners' Agent has a reasonable belief that there is imminent danger to any person or Property, Owners' Agent may enter the Property without advance notice.

UNAVAILABILITY OF PROPERTY

In the event the Property is not available for use during the Rental Term due to reasons, events or circumstances beyond the control of the Owner, The Owner will apply due diligence and good faith efforts to locate a replacement property that equals or exceeds the Property with respect to occupancy capacity, location and value that meets the reasonable satisfaction of the Guest. If such replacement property cannot be found and made available, The Owner shall immediately return all payments made by the Guest, whereupon this Agreement shall be terminated and Guest and Owner shall have no further obligations or liabilities in any manner pertaining to this Agreement.

FORCE MAJEURE.

As with any other vacation, there may be circumstances completely beyond Owners control and contemplation, in which the Property may not be available for your booking. Examples of these circumstances (but not limited to) are destruction of or severe damage to the property, war or threat of war, riot, civil strife, actual or threatened terrorist activity, a travel ban due to a health pandemic like Covid-19, industrial dispute, loss of mains electricity, gas or water supplies, or any other events beyond Owners control. Such circumstances are referred to as 'Force Majeure'. In the event of Force Majeure the Owners will do their best to make alternative arrangements for you where possible. If they cannot or if alternative arrangements are unacceptable to you prior to departure, then they will refund all monies paid. If the Guest has commenced their vacation and force majeure causes the accommodation to be unusable but alternative accommodation cannot be found by the owner a refund for the remainder of the rental will be given. Cleaning costs will be incurred if the rental has commenced. This will be the full extent of the Owners' liability in such circumstances, and they shall not be responsible for any other costs connected with any such cancellation, however arising.

ADDITIONAL TERMS AND CONDITIONS TO THE RENTAL AGREEMENT

In addition to the standard terms included herein, Guest acknowledges and agrees that the following additional terms and conditions apply to the Guest's rental of the Property:

1. For the comfort and safety of the Guest, smoking is strictly forbidden inside the Property. Should the Guest wish to smoke outside in the pool area, please dispose of your cigarettes in ashtrays. However, if you are smoking outside make sure that you are far enough away from the doors and windows that it does not blow back into the home. Should any smoking-related damage be caused, the repair costs will be deducted from the security deposit.
2. The Guest shall check the Property on arrival and report any issue to the Owners' Agent within 24hrs of arrival.
3. Primary Renter must be 25 years old or over to rent the Property.
4. Occupancy is limited to: families and couples.
5. If the premises appear dirty or damaged upon Check-in, The Primary Renter shall inform The Owner's Agent or appointed Property Management immediately.
6. Guest should not create excessive noise at a level that disturbs neighbours; Code-enforced neighbourhood quiet hours are from 10:00p.m. – 8:00a.m.
7. Guest shall keep the Property and all furnishings in good order.
8. Guest shall only use appliances for their intended use.
9. Pets are NOT allowed, failure to adhere to this notice will result in the Guest being removed from the Property and loss of the security deposit.
10. Parking: Parking is limited to 2 vehicles. Vehicles are to be parked on the drive or in designated parking areas only. Overnight parking on the road is not permitted by the Homeowners' Association. Any illegally parked cars are subject to towing; applicable fines/towing fees are the sole responsibility of the vehicle owner.
11. Housekeeping: There is no daily housekeeping service. While linens and bath towels are included in the Property, daily maid service is not included in the rental rate. During the stay, the Guest is responsible for the laundering and any change of bed linen. Towels or linens cannot be taken from the Property. However, pool towels can be used as beach towels and as such they can be taken from the Property under the sole responsibility of the Guest.
12. Garbage: Any garbage must be stowed in the proper garbage or recycling receptacle, located at the right-hand side of the house. Garbage collection occurs every Thursday. Kindly place all garbage or recycling receptacle at the curb no later than 6 am. Once the garbage has been collected, please place the garbage or recycling bins back to the side of the house.
13. Pool area:
 - Swimming pools can be very dangerous, and it is required that children may not use the pool without adult supervision. Please observe the pool rule notices provided.
 - The Owners' Agent maintains the pool area for your enjoyment. Any additional liquids added by the Guest will cause damage and harm which will incur a charge for repair.
 - For The Guest's own safety glasses or bottles are not permitted around the pool area.
 - Purchase of pool heat: In the event of weather conditions falling below 60 (sixty) degrees Fahrenheit, the pool heating will automatically shut off to prevent any damage.
 - Pool Heat (when provided) - turning on and off: The optional pool heater service must be pre-arranged and paid before the Owners' Agent can activate the service. The Guest is advised that these are residential pool heaters, and they take time to heat up in the morning. When requested, the pool is usually on 12-hour timers running 9am - 9pm.

Guests must follow this safety rules while in the pool area:

- No lifeguard on duty. Swim at your own risk.
 - Children are allowed to swim or play in the pool only when adults are present. Please maintain constant supervision over children.
 - Swimsuits must be worn while in the pool. Babies must wear a snug diaper and a swimsuit.
 - Do not dive in the pool.
 - Do not throw rocks or metal objects into the pool.
 - Walk slowly in the pool area.
 - Keep the area clear of clutter, debris and toys. Toys can often attract young children to the pool.
 - No swimming in thunderstorms.
 - No eating or chewing gum while in the pool.
 - No glass near the pool/water area.
 - Keep doors to the pool area closed and locked at all times.
 - Please clean up the pool area after use.
14. Gas grill: The Guest acknowledges that the gas grill is not allowed on the Property, unless explicitly permitted in writing by The Owner.
15. Community Amenities: Guests are allowed to use community facilities such as community pool and playground. Guests shall agree to abide by the Homeowner Association (HOA) rules for the use of community amenities.
16. Insects and Pests: Insects and pests are inevitably present in the Florida climate. Within reason, this is normal. The villa receives periodic pest control treatment but inevitably they will occasionally find their way into the property. Where pests become a nuisance further remedial action will be taken.
17. Departure Procedure: The Guest shall follow the following instructions when checking-out:
- Please plan to leave the house no later than 10:00 am on your Check-Out Date.
 - This home is a SELF-CATERING HOME: The Guest is expected to take care of the house and leave it in the same condition as received.
 - The Guest is requested to pick up dirty dishes and messy items in and around the house. Excessive cleaning may result in an additional cleaning charge, which will be deducted from the security deposit.
 - The Guest should wash or put all dishes in the dishwasher and run it.
 - Empty the refrigerator and remove all food items. Dispose of all trash.
 - The Guest should check the washer and dryer for any remaining clothes.
 - Ensure all drawers, closets, and under the beds are checked for personal items.
 - Check the security box for personal belongings and leave it open.
 - Close all blinds.
 - Close and lock all windows and doors.
 - The Guest must return the Property keys to the lock box and lock it. Any lost key will incur a charge deducted from the security deposit.

21. Items Left Behind: The Owner shall not be responsible for articles left in the Property, or theft of any kind. If the Guest requests the Owners to attempt to locate and mail any forgotten articles, The Owner's Agent will make a good faith effort to return any items.

GENERAL PROVISIONS

This Agreement contains the entire agreement between the parties with regard to the rental of the Property, and any changes, amendments or modifications hereof shall be void unless the same are in writing and signed by both the Guest and the Owners. This agreement is subject to and shall be construed in accordance with Scots Law and all parties hereby submit to the exclusive jurisdictions of the Scottish Courts. The words "Owners" and "Guest" shall include their respective heirs, successors, representatives. The waiver or failure to enforce any breach or provision of this Agreement shall not be considered a waiver of that or any other provision in any subsequent breach thereof. If any provision herein is held invalid, the remainder of the Agreement shall not be affected. Any notice required to be given under this Agreement shall be in writing and sent to the contact information included herein. The Primary Renter agrees to the terms and conditions on behalf of all agreed guests listed in this Agreement and otherwise amended.