

Short Term Rental Agreement

Island Destinations of Anna Maria, LLC

AMIDestinations.com

Rentals@AMIDestinations.com

(941) 447-9988

This agreement constitutes a contract between the Renter and Island Destinations of Anna Maria, LLC, as the Agent/Broker of the property Owner. Renter hereby understands and agrees that rental agreement is non-negotiable.

Terms and Conditions may change without prior notice.

I. BOOKING A PROPERTY

1. RESERVATION PAYMENT REQUIREMENTS:

- a. Initial payment of the booking will be the acceptance of the terms and conditions within the Short Term Rental Agreement.
- b. 25% of the reservation (initial deposit) is due at the time of the reservation. The balance must be paid in full sixty (60) days prior to arrival date. Reservations made within 60 day of arrival date require payment in full upon booking. If the balance is not paid by this deadline the reservation may be cancelled by Agent/Broker.
- c. Vacation Rental Damage Protection or a \$3000 refundable security deposit is required at the time of the initial payment.
- d. Cleaning fees apply to all reservations and vary based on the size of unit (\$140 - \$450).
- e. Reservation fee of 3.5% applies to all reservations.
- f. Taxes of 12% applies to all reservations less than 6 months long.
- g. Payment of the balance is accepted by personal check, cashiers check, Travelers Check in US funds, Visa, MasterCard.
- h. All checks must clear the Agent/Brokers bank account at least 30 days prior to Renter(s) Arrival date. **Please allow ample time for the delivery.** Payment(s) should be mailed to **Island Destinations of Anna Maria, LLC, 536 68th Street, Holmes Beach, FL 34217.**
- i. Island Destinations of Anna Maria, LLC reserves the right to cancel any reservation subject to issuing a full refund.
- j. Vacation Rental Insurance has been made available with your reservation.

2. CANCELLATION - All Cancellations must be completed in writing (Email, Fax or Certified Mail). Cancellations are not considered complete until Renter(s) receives confirmation email from Agent/Broker.

Cancellations MUST be made 60 days prior to check in for 100% refund.

Time is important in privately owned vacation rentals and your deposit will hold this rental off the market for a period of time. NO refunds will be made for cancellations made within 60 days of arrival unless Island Destinations is able to re-rent the accommodation for the same period of time for the same rental amount. If Island Destinations is able to re-rent the accommodation at NO LOSS to Island Destinations a full refund will be issued minus any fees. If Island Destinations is able to re-rent the accommodation for a portion of the period or at a discounted rate, a refund will be issued only for the difference, minus any fees. Island Destinations do not make any guarantee or representation that Island Destinations will be able to re-rent the accommodation for the full or discounted amount. It is recommended that all guests review the benefits and coverages of trip insurance. The loss could be avoided if the recommend travel insurance is purchased at the time of the reservation AND the reason for the cancellation is a covered event under the travel insurance policy.

No refunds will be given if a guest has to shorten their stay for any reason.

In the event of an act of nature such as adverse weather, hurricanes, tornadoes, fire, lightning, red tide, etc., Island Destinations nor the owners of the accommodation are NOT responsible for any refunds from monies which have been paid to Island Destinations, or for providing lodging elsewhere.

Guest Signature

Guest Print Name

Date

3. **SECURITY** - The primary credit card or any other type of credit card provided for payment may be used as form of security by Agent/Broker for any Renter fines, fees, or additional services due to Renter neglect, misuse, or damage.

4. **OCCUPANCY** - Renter(s) understands that Agent/Broker will only accept reservations from responsible adults 25 years of age or

above. We do not allow persons under 25 to occupy a property unless accompanied by someone over 25 years of age. Renter(s) who initiates rental agreement will remain responsible for all other guest(s), children, or visitors during occupancy of subject property.

- a. Renter agrees that the premises shall be occupied by no more than the number of people paid for and stated herein. The renter may entertain a maximum of 4 visiting guests. No visiting guest may sleep overnight in the accommodation. The Agent/Broker also reserves the right to terminate the rental agreement immediately without refund of rental fees and deposits. Please notify the rental office at least 24 hours prior to arrival if your guests count changes. The Renter must be present at all times while guests are on the rental property.
- b. **CHECKIN TIME IS 4:00 PM** - Agent/Broker will use every resource available to have the Property ready for Renter occupancy at noted check-in time, however; Agent/Broker cannot guarantee the exact time of occupancy due to possible interruptions. No concessions, rate reductions, or refunds will be made for postponed occupancy due to conflicts out of Agent/Brokers control.
- c. **CHECKOUT TIME IS 10:00 AM** - Checkout is strictly enforced so that the Agent/Broker has adequate time to prepare the rental property for the next scheduled guest. Please follow the checkout instructions included in the Guest Information Book located within the rental home. Excess cleaning will incur an additional charge from your security deposit. Unless prior permission is granted, late checkouts will incur a \$50/half hour charge.
- d. Early arrival or late checkout may be available for an additional fee and must be pre-arranged. This option is not guaranteed.
- e. Pets are allowed in authorized properties only for a fee of \$200 per pet. No more than 2 pets are allowed in any property and breed/size may be restricted. Any pets in the properties without prior permission will result in immediate eviction without refund.
- f. Garbage is to be secured by the Renter in plastic bags and placed in specified containers.
- g. Absolutely no tents, campers, trailers, boats, etc.
- h. Linens, towels and beach towels are provided by Owner.
- i. House parties, Family Reunions, Weddings, and other large gatherings are prohibited, unless arrangements have been made with our office and confirmed in writing. Overcrowding will result in immediate eviction without refund.
- j. Keys – An electronic door lock code or lockbox code will be in the Welcome Email, which is sent approximately one week prior to your arrival date. When you depart, if you have multiple key sets, please only place ONE key set back in the lockbox. Please place the second set on the kitchen counter, so not to jam the lockbox.

5. **RATES** - Rates are subject to change without notice based on season and/or occupancy levels. Once a Renter has secured a rate it will not change unless the reservation is modified by the Renter(s).

6. **CONFIRMATIONS** – Reservation confirmation will be sent via e-mail to Renter(s). Please read the confirmation for accuracy: Occupancy dates, pricing, mailing address, phone/e-mail contact information, and any other accommodation requests. Information changes and/or errors should be reported within 24 hours of confirmation.

7. **AVAILABILITY** - If a property becomes unavailable prior to occupancy due to circumstances outside of Agent/Brokers control or prior knowledge due to: Termination from rental program, major mechanical failure, or loss of utility (Electricity, Gas, Water), Agent/Broker will provide Renter(s) a full refund without penalties. Any credit issued will be for the original amount collected.

8. **REFUNDS** - All eligible refunds will be issued to the credit card on file or by check. Cash Refunds are not available. Refunds or rate adjustments are not made for any inconveniences. No refunds or rent reductions will be made due to failure of appliances and/or equipment, early departures, delayed arrivals, or inclement weather.

9. **INCLEMENT WEATHER** - It is the Renter(s) responsibility to monitor the weather prior to arrival. Renter may contact the office to inquire about conditions understanding that Agent/Broker cannot predict the weather. If Renter becomes hold over the full nightly rate will be charged for each additional night. It will become the Renter(s) responsibility to pay for any additional services requested. Renters arriving during this time and checking in understands they are proceeding at their own risk and should make the proper arrangements. Renters who do not show or depart early will be voluntarily forfeiting the reservation.

10. **TRAVEL INSURANCE** - Vacation Rental Insurance has been made available with your reservation. Vacation Rental Insurance provides coverage for prepaid, nonrefundable expenses due to certain unforeseeable circumstances that may jeopardize your vacation investment and force you to incur unplanned expenses. We strongly recommend you purchase this valuable protection. Separate terms and conditions apply, read your Description of Coverage/Policy carefully and contact CSA at (866) 999-4018 with coverage questions.

11. **VACATION RENTAL DAMAGE PROTECTION** - As a part of your stay, you may purchase a Vacation Rental Damage Protection plan designed to cover unintentional damages to the rental unit interior that occur during your stay provided they are disclosed to management prior to check-out. If purchased, the policy will pay a maximum benefit of \$3,000. Any damages that exceed \$3,000 or are not covered under the plan 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 replacement of such property up to a maximum benefit of \$3,000. 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/g20vrd. 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 Island Destinations any amount payable under the terms and conditions of the Vacation Rental Damage. Please contact Island Destinations directly if you do not wish to participate in this assignment.

II. PROPERTY INFORMATION

1. **LISTING INFORMATION** - Property information and individual listings are believed accurate but cannot be guaranteed. We have made every effort to ensure that all the information on the Agent/Broker's website(s) is current & accurate. The possibility of errors and omissions exists. Our staff will be happy to confirm all data and information contained herein or will be glad to answer any questions you may have prior to booking your reservation.

2. **ACCOMMODATIONS** - All properties are privately owned, furnished, and equipped by the Owner. As such, Agent/Broker cannot make any changes to the furnishings or equipment provided by the owner. Basic amenities include A/C, cable TV, liens (bed/bath) and full kitchen. Each property is cared for by a team and/or individual housekeeper and is always inspected within at least 10 days of arrival and immediately after departure. Furnishings are subject to change without notice. Under no circumstances is furniture, bedding, mattress pads, utensils or any other item supplied with the rental property to be taken out, transferred from one property to another rental property, moved, or rearranged. In certain areas of each rental property, there may be locked locations used by the property Owners for personal storage or for Housekeeping supplies. These areas are not included in this rental. Please do not move furnishings or tamper with locked areas, such behavior will result in a fine starting at \$100.00 (or more depending on circumstances). Renters understand that dock usage (if available) is at their OWN RISK and WILL NOT hold Agent/Broker or Owner responsible for any injury that might occur.

3. **REPAIRS - SERVICE CALLS - EMERGENCY MECHANICAL FAILURE** - Renter(s) understands and agrees that Agent/Broker cannot guarantee against mechanical systems failure during occupancy. Renter must report any inoperative equipment or needed repairs to the Agent/Broker's office as soon as possible. If the office is closed call the after-hours information number provided. Non-Emergency maintenance requests must be reported to the Agent/Broker between 9 AM and 5 PM for same day response. Agent/Broker will make every reasonable effort to have repairs completed quickly & efficiently. Renter(s) understands and agrees that Agent/Broker, Agent/Broker's staff, and/or contractor of Agent/Broker may enter the rental property at any reasonable time to make any needed repairs or inspections.

4. **CABLE TELEVISION & ELECTRONICS** - All properties are privately owned and have different subscription packages for cable. Agent/Broker cannot guarantee any programs, events, or subscription levels. Renter(s) should not attempt to use Pay Per View services or remove any locked channels. Some properties are equipped with sophisticated electronics and stereo equipment. Please do not tamper with this wiring or modify configuration to add a gaming system or other devices. Renter(s) will be responsible for technical services calls to reconfigure wiring. Contact the Agent/Broker's office if there are any questions.

5. **TELEPHONE & INTERNET ACCESS** – Not all properties are equipped with a telephone line and number. If telephone line is available, NO long distance calls can be made from the rental property's phone. Intrusive and may experience service interruptions outside of Agent/Brokers control. Agent/Broker cannot guarantee the speed or proper operation of this amenity.

6. **LINENS** - A full supply of linens is provided in each property. Bed linens and bath towels are not changed during your stay unless requested. Bath towels should not be removed from the property or used for cleaning purposes. Stained, misused, or missing linens will be replaced at Renter(s) expense. A linen service and mid-stay cleaning service may be available. Contact the rental office for details. Note: Bath soap, toilet tissue, paper towels, and trash bags are provided but are not replenished during the rental.

7. **GRILLS** - Properties equipped with outdoor cooking grills will use either propane or charcoal. Propane grills should be turned off after each use. Never use charcoal in a propane grill or move the grill to any other location. Charcoal grills should be cleaned out after each use. At many properties, there's an additional propane tank in case the tank in use runs out. If you exchange a propane tank during your stay, please notify us so that we can replace empty tank with another full tank. See property description to determine availability.

8. **SWIMMING POOLS/SPAS:** Some vacation homes may be equipped with a pool and/or spa. Renters are responsible for the pool/spa use. No diving into the pool is ever allowed since serious injury, paralysis, or even death, could occur. Damage to the pool due to tenant misuse, will result in additional charges to the tenant. Children under the age of 18 are not allowed to use the spa without constant adult supervision. Temperature of the spa should NEVER be elevated above 104 degrees. Pregnant woman and young children should not use the spa without first consulting a physician. Persons with injuries or medical conditions should consult a physician prior to using the spa. Extreme care should be taken to ensure that hair and clothing does not become entangled in the drain(s). Pets are never allowed in the pool/spa. All of our heated pools are set to approximately 81-83 degrees, and are included in the rental fee, unless otherwise noted. We will make every effort to ensure that your pool stays in the set range, however, we cannot be held responsible for extreme weather or inoperable equipment. Pool temperatures will probably stay around 75° during the winter months. Please note if cold days occur, water temperatures will drop and may stay cooler longer. Pool heaters will not operate and will automatically shut down if outside temperatures get too cold. While we take every precaution to ensure that pools are heated as specified, weather conditions may affect the temperature of the pool. Nothing can be done about this issue. Outdoor spas are not hot tubs.

In the event of pool equipment malfunction during your stay, Island Destinations will expedite repairs as quickly as possible. It may be necessary to close swimming pools for maintenance purposes. No refund or rent adjustment will be made for circumstances beyond our control, malfunctions or loss of use of equipment or amenities. We will make every effort to ensure that your pool stays in the set range, however, we cannot be held responsible for extreme weather or inoperable equipment.

9. **NOISE ORDINANCE** - The Island does have a strict 10PM noise ordinance. This ordinance pertains to any loud music or loud sounds coming from the property after this hour and pool use is not allowed after 10PM. If the police or rental manager is called due to the renters disturbing the peace we do reserve the right to terminate the rental agreement immediately. Any fines resulting from excessive noise will be the responsibility of the guest.

10. **HOMES FOR SALE – REAL ESTATE SHOWINGS** – A property may be listing for sale at any time regardless of the status at the time the reservation was made. Renter agrees to allow real estate showings with a 24-hour notice. Island Destinations will make every effort to limit interruptions during your stay. If a property is sold and no longer a seasonal rental home, Island Destinations will make every attempt to locate alternate accommodates. If alternate accommodates are not available, or not acceptable to the Renter, Island Destinations will cancel the reservation and provide a full refund.

11. **CHECKIN AND CHECKOUT** - Renter agrees to follow all check-in and checkout procedures, and understands that the property must be left reasonably clean and undamaged. Renter understands that failure to follow the posted check-in and checkout procedures may result in additional fees. Agent/Broker reserves the right to further charge Renter for excessive cleaning and/or repairs. (Renter agrees to read all of the documents provided at check-in, as well as those printed in the information book and/or posted policies provided in the properties.)

III. DISCLOSURE

1. **BEHAVIOR AND DISORDERLY CONDUCT - NOTICE:** There should be No drinking of alcoholic beverages by persons under the legal age of twenty-one (21) allowed. Should a Renter(s) or visitor of Renter(s) be arrested for underage drinking or use of any illegal substances while at the rental property, or should Agent/Broker or staff of Agent/Broker observe a Renter(s) or visitor of Renter(s) under the age of 21 consuming alcoholic beverages or performing illegal activity, this rental agreement will be terminated

and the Renter(s) evicted at the discretion of the Agent/Broker. Illegal drug use is strictly prohibited. Kegs are not permitted on any property at any time or for any reason. The local authorities will be contacted should Agent/Broker have to enforce any of the activities stated above.

2. **FIREARMS & FIREWORKS** - These items are strictly prohibited. If any evidence is discovered Renter(s) will be fined up to \$500.00 (or more depending on circumstances) and will become responsible for any damages associated with the use of these items.

3. **SMOKING - SMOKING IS NOT PERMITTED INSIDE ANY PROPERTY!!!** All units are NON SMOKING. Any signs of smoking indoors will forfeit security deposit and may incur additional charges!

4. **INTERFERENCE** - Neither Owner nor Agent/Broker shall be liable for events beyond their control which may interfere with Renter(s) occupancy, including but not limited to acts of nature, governmental agencies, fire, strikes, war, inclement weather and/ or construction noise from nearby sites. In the event of neighboring construction, Island Destinations of Anna Maria, LLC shall not be held responsible to provide any type of advance notification to incoming Renters. NO REBATES, CONCESSIONS, OR REFUNDS will be offered in these circumstances.

5. **AGENCY DISCLOSURE** – Island Destinations of Anna Maria, LLC serves as the Agent/Broker & representative of all property owner(s) in its rental program, & is acting at all times, in and for the best interests of the property owner(s).

6. **INDEMNIFICATION AND HOLD HARMLESS** - Renter(s) agree to indemnify and hold harmless the Owner & Island Destinations of Anna Maria, LLC for any liabilities, theft, damage, cost or expense whatsoever arising from or related to any claim or litigation which may arise out of or in connection with Renter(s) use & occupancy of the rental property. This is including, but not limited to, any claim or liability for personal injury or damage or theft of property which is made, incurred or sustained by Renter(s). The terms "Agent/Broker" & "Owner" as used in this Agreement shall include their heirs, successors in interest, assigns, employees, agents, and representatives where the context requires or permits. The terms "Renter(s)," "Licensee of Renter(s)" as used in this Agreement shall include Renter(s) heirs, successors, assigns, guests, invitees, representatives and other persons on the rental property during Renter(s) occupancy (without regard to whether such persons have authority under this Agreement to be at the rental property), where the context requires or permits.

7. **VIOLATING AGREEMENT & EXPEDITED EVICTION** - Agent/Broker may terminate this Agreement if Renter(s) violates any of the conditions set forth herein. Upon notice of termination of this Agreement, Renter(s) shall vacate the Premises immediately and forfeit all rents. A material breach of this Agreement by Renter(s), which, in the sole determination of the Agent/Broker, results in damage to the Premises, personal injury to Renter(s) or others, a breach of the peace, a nuisance to others, or a violation of criminal law or local code, shall be grounds for termination of Renter(s) tenancy. Violation of any of the rules contained herein will result in IMMEDIATE EVICTION & forfeiture of rent.

8. **DENYING PAYMENT, ADDITIONAL FEES, or FINES** - If Agent/Broker must obtain legal advice or counsel for matters arising from payment discrepancy involving a Renter(s) or Payment vendor such as a credit card company, Agent/Broker will seek rightful payment or collection. If disputes are transferred from Agent/Broker to a collection team or attorney, Renter(s) of record will become responsible for all charges proved to be their responsibility including cost of collection services.

9. **DISPUTES** - The renter agrees to be responsible for all damages in excess of this sum which will be determined if necessary by arbitration. The renter agrees that in the event of failure to agree by arbitration, proceedings will be held in the Manatee County Court. After your departure the accommodation is checked. The accommodation must be left in reasonable and clean condition or extra cleaning charges may be imposed. In the event that it is found that the accommodation incurred careless damage, requires excessive cleaning, or has missing items, the Renter acknowledges and agrees their credit card will be debited to replace said items at the fair market price. Customer agrees to pay reasonable attorney fees and all court costs and expenses to enforce this agreement including appellate proceeds with or without legal proceedings.

10. **CREDIT CARD GUARANTEE & ACCEPTANCE** - By submitting a reservation over the internet or by phone Renter has entered in to a binding contract outlined by the Terms and Conditions of this Agreement. Upon submission Renter is authorizing Island Destinations of Anna Maria, LLC to bill charges relating to the rental and use of property. Renter accepts and understands all liability and costs associated with damage due to Renter(s) negligence, misuse of property and/or missing items. Additional charges will be billed to the Renter(s) credit card kept on file for security. Renter(s) understands and agrees to the refund and cancellation policies outlined herein.

11. **ENTIRE AGREEMENT** - 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's fees, cost of expenses for mediation, arbitration and trial or appellate proceedings. This agreement contains the entire agreement of the parties. It may not be changed orally, but only by agreement in writing signed by the party against who enforcement of any waiver, change, modification, extension or discharge is sought. Renters cannot assign or transfer this agreement.