

SEASONAL/SHORT TERM VACATION RENTAL AGREEMENT

In consideration of the monies received and mutual promises contained herein, Demetria Veal Williams, Owner of the property at 610 Hernando Dr, Marco Island FL 34145, ("Rental Property"), does hereby rent to "Guest" as stated below, the Rental Property above for the period listed below. Guest, in consideration of the Owner permitting him or her to occupy the Rental Property, hereby agrees to the following terms and conditions:

SECURING THE RESERVATION: To secure the reservation, Guest must completely fill out this Agreement, including information regarding Additional Occupants and contact information, and remit to OWNER the signed Rental Agreement and the required deposit (see below).

CHECK-IN: Check-in time is any time after 4 pm, local time. Before arrival, Guest will be given the lock box code and gate code, if applicable, at least **2 days prior to arrival**. Lock box will be on door and will remain in place throughout the duration of the rental.

NOTE: REFUNDS OR ADJUSTMENTS CANNOT BE MADE FOR LATE ARRIVALS OR EARLY DEPARTURES FOR ANY REASON.

CHECK-OUT: Check-out time is any time before 11:00 am, local time. Upon check-out, Guest must place key in lock box on door and leave garage opener, if applicable, inside house. Guest shall be liable for any damages as a result of late or improper check-out, including but not limited to any costs associated with replacement of lost keys or garage openers.

PAYMENT: All money (U.S. Funds) is due as per the above dates in the form of a cashier's check, money order, bank draft or credit card. Personal checks will be accepted only if received by OWNER at least 12 weeks prior to arrival and drawn on a U.S. bank. OWNER will not confirm any reservation within 30 days of arrival date unless payment in full is made of all Rental Fees and Costs and this Rental Agreement has been signed.

NOTE: **Rentals for more than 14 days and paid by credit card are subject to a 3% convenience fee that will be added automatically to the total. Rentals longer than 30 days require 25% down at booking.**

NATURE OF USE: Guest is hereby granted a license to use the Rental Property. Guest acknowledges and agrees that no form of tenancy has been created pursuant to Chapter 83, Florida Statutes or any other state or federal law through Guest's use of the Rental Property.

OCCUPANTS: Only those designated in this Rental Agreement as Guest or Additional Occupants shall use or occupy the Rental Property unless written consent of OWNER is obtained. Infants are considered Additional Occupants and must be listed above. Guest agrees to abide by all occupancy rules of the Rental Property's homeowner's association or other governing agency.

Guests may not invite other persons to make use of the Rental Property or the amenities related to such Rental Property for any reason whatsoever. **If there are more people found at the home than agreed to on this lease agreement, Guest could be asked to leave and/or charged additional fees of \$100 per night/guest and there will be NO REFUNDS. A local property inspector on the island will verify occupancy.**

AMENITIES: Guest agrees to hold OWNER harmless in the event of a failure or non-availability of any amenity. If Guest is renting the Rental Property sight unseen, Guest's signature on this Rental Agreement releases OWNER from any deficiencies Guest may find in the Rental Property upon arrival.

VEHICLES: No Boats, motor homes, trailers, commercial vehicles or motorcycles shall be permitted on the Rental Property unless otherwise provided herein. Guests may park overnight inside the garage and in the driveway (not blocking the sidewalk). Guests may also park on the street in front of the home and in the swale, but only before midnight. Violations of these parking restrictions may incur a fine assessed by the city of up to \$250/day. In the event a fine is assessed during the term of this rental, Guest will be responsible for and agrees to pay all said fines. **No more than 3 vehicles (2 in driveway and 1 in garage) are allowed at the home per Guest stay.**

PETS: Pets are NOT permitted and the presence of animals of any kind on the Rental Property constitutes a serious violation of this Rental Agreement. Violation of this pet policy is grounds for immediate termination of the Rental Agreement with no refunds.

NOTE: If OWNER grants an exception to this policy, Guest must execute a pet addendum. **If pets of any type are allowed, an additional \$250 refundable pet deposit will be required and an additional \$100 Cleaning Fee required.** Carpet cleaning is mandatory upon check out whenever a pet has occupied the home. The carpet cleaning charges will be deducted from the pet deposit. Any balance after carpet cleaning charges will be refunded less any damages. Nonrefundable pet fees and deposits are subject to sales and tourism tax.

SMOKING PROHIBITED: Guest acknowledges that SMOKING IS NOT PERMITTED AT ANY TIME IN THE RENTAL PROPERTY OR IN ANY LANAI/BALCONY AREAS.

SPECIAL CONSIDERATIONS FOR TURTLE SEASON (May 1 through October 31): Please be aware that pursuant to section 1.62.06 and 152.12, Florida Statutes, and Marco Island City Ordinance #98-4, during sea turtle nesting season ALL exterior lights must be turned off after 9 pm or fitted with a hood or positioned so that the light sources or any reflective surfaces illuminated by such sources are not visible from the beach. Violations of ordinances protecting sea turtles are subject to fines. In the event a fine is assessed during the term of this rental, Guest will be responsible for and agrees to pay all said fines.

RIGHT OF ENTRY: Upon 24-hours notice to the contact phone number listed for Guest above, OWNER or OWNER's representative(s) have the right to enter the Rental Property,

including the dwelling, for the purpose of showing the Rental Property to prospective purchasers or other guests, to make repairs, or to inspect the Rental Property. OWNER, and/or OWNER's representatives have immediate right of entry in cases of emergency or to protect or preserve the Rental Property. Guest shall not alter the Rental Property or add locks without prior written consent from OWNER.

NOTE: The Rental Property is not currently listed for sale.

CANCELLATION TERMS:

(i) Guest may cancel this Rental Agreement with no penalty by providing OWNER with written notice at least 60 days prior to the check-in date. **Such written notice must be sent by certified mail to 133 Roehampton Ln, Weldon Spring MO 63304 or via email to comehomestl@gmail.com**

(ii) If Guest cancels this Rental Agreement less than 60 days prior to the check-in date, Guest shall be obligated to pay the entire Rental Amount as agreed-to above. If the Rental Property is able to be rebooked, Guest will be refunded all Rental Amounts less a \$250 cancellation fee. If OWNER has to rent the property at a rate less than what the Guest paid, the Guest will be refunded what was collected by the new reservation less the \$250 cancellation fee. Otherwise, OWNER shall have no obligation to return any portion of the paid Rental Amount.

(iii) OWNER may cancel this Rental Agreement at least 60 days prior to check-in date and all advance funds will be refunded to Guest. Under no circumstances will OWNER be responsible for any incidental or consequential costs or damages Guest may incur in the event of a cancellation for any reason by OWNER, or Guest, including but not limited to costs and damages for rebooking or cancelling travel or for making other travel or accommodation arrangements.

DUTY TO REPORT LOSS OR DAMAGE AND DAMAGE WAIVER (if applicable): Guest must immediately report all damage to the Rental Property to OWNER at comehomestl@gmail.com or 636-699-2569. "Immediately" as used herein shall mean within 24 hours of the loss or damage, and, in all cases, prior to check-out. OWNER shall, in its sole discretion, determine the extent of repairs necessary to correct any damage caused by Guest.

NOTE: Guest may elect to purchase Accidental Damage Protection (ADP), which is an insurance product providing coverage to travelers from additional expenses should accidental damage occur. In general, ADP may provide coverage for loss or damage to the Rental Property and contents during Guest's stay, up to an aggregate amount of \$1500 per stay (from the date of check-in to the date of check-out). Guest will remain fully liable for all losses in excess of \$1500. ADP may be void if Guest fails to report damage to OWNER immediately. If interested, Guest should contact OWNER for more information.

SECURITY DEPOSIT: A security deposit in the amount listed above is required. The deposit will be retained as security for the faithful performance of all the covenants, conditions, and agreements of this Rental Agreement and shall secure the performance of Guest's obligations herein. All deposits and advance Rental Amounts paid by check or cash

will be held in a non-interest-bearing escrow account at PNC Bank or held by third-party vacation rental site (i.e. VRBO, AirBnB, etc).

SECURITY DEPOSIT REFUNDS: The balance, if any, of all security deposits shall be refunded to Guest within 14 days from the check-out date with a statement showing any charges made against such deposit by Owner or OWNER, if applicable. Deductions from the security deposit may include, but are not limited to, long distance telephone charges, damage to the Rental Property or its contents, electric over-usage, excessive unit or carpet cleaning, and laundry overages. If the security deposit is not sufficient to cover expenses as outlined in this paragraph or as otherwise incurred by Owner or OWNER, Guest agrees to pay the difference to Owner or OWNER.

CREDIT CARD AUTHORIZATION: Guest hereby authorizes OWNER to hold Guest's credit card information on file for purposes of settling additional charges which may be incurred during the rental period or as a result of the rental period. OWNER will not charge Guest's credit card unless it is necessary under the same circumstances applicable to the security deposit, above. OWNER may charge Guest's credit card for items like long distance calls, damage to the premises, excessive unit or carpet cleaning and laundry overages.

AGE REQUIREMENT: All Guests and Additional Occupants must be over the age of **25** or be accompanied by a parent or legal guardian. Any reservations made under fictitious names or ages or other false pretenses will result in loss of all advance payments and removal from the premises.

PROHIBITED USES: Grills should only be used away from the pool screen and not inside any other part of the Rental Property, including inside the house, inside the garage, or on the pool deck. Guests are solely responsible for using appropriate safety precautions in using grills on the premises and shall be liable for all damage resulting in misuse of the grill. Parents or legal guardians are solely responsible for supervising all minors on the premises, including the pool. There is **NO DIVING** permitted.

Guest, any Additional Occupants, and anyone else on the Rental Property are not permitted to have access to any rooms, storage areas or closets which are designated to be exclusively for the use of the Owner.

POOL TERMS AND CONDITIONS: Pool heat is included in the Rental Amount from December 1 – April 30. Pool heat is **NOT** included in the Rental Amount during certain specials and promotions. Guests should refer to any such special terms and conditions when reserving the Rental Property with a special discount or promotion.

For bookings that do not include pool heat, Guest should contact OWNER at least 72 hours prior to arrival. There is an additional charge of \$25/day or min of \$100 (whichever is greater) for pool heat from May 1 through November 30. Pool heaters have electrical and/or mechanical components that can sometimes malfunction. OWNER and their vendors are not liable for any reason for a malfunctioning heater or any problem or deficiency in any other

pool component. OWNER will attempt to rectify any problems with malfunctioning pool equipment as quickly as possible. **No compensation or refunds will be given under any circumstances for a malfunctioning heater or any problem or deficiency in any other pool component.**

PHONE/CABLE: The phone number for the Rental Property is listed on the welcome letter provided and inside the home. Guest is responsible for all long distance phone and any additional Cable services, if Cable is provided. Phones shall be used for local calls only. Any long distance calls must be made by calling card, collect or credit card. Do not accept any collect calls or allow any calls to be charged to the phone. Please do NOT order movies through the cable provider. Any movie or additional charges will be deducted from the security deposit.

FURNISHINGS AND LINENS: The furnishings of the premises are subject to change without notice. Furniture, bedding, utensils or any other property supplied with the Rental Property must not be removed or transferred. Loss of or damage to these items, as well as damage to the Rental Property or its furnishings, in excess of normal wear and tear will be charged to the Guest. Moving of furnishings inside or outside is strictly prohibited. If any furnishings need to be moved back to their original placement after check-out, Guest will be charged \$125/hour for the time incurred to return the Rental Property to its original condition.

NOTE: A basic supply of linens is provided. Bed linens and bath towels are not changed during the stay. A startup kit consisting of hand soap, 1 roll of toilet tissue per bathroom, 1 roll of paper towels, laundry soap, dish soap and trash bags is provided, but items are not replenished during the stay. Guests are responsible for replenishing these items for their own use once depleted.

MISCELLANEOUS CHARGES: Guest will be assessed any and all locksmith charges and Association charges, if any, for each key, pass, pool tag, and/or garage opener lost or not returned to OWNER upon check-out. These charges will be deducted from the security deposit. Guest agrees to pay OWNER the greater of \$100.00 or the actual cost incurred in providing access to the Rental Property in the event of a lock out.

CLEANING FEE: Upon check-out, Guest should leave beds unmade and should leave ONLY the last day's sheets and towels. If a grill is on the property, Guest must keep the grill clean and refill tank at Guest expense. It is the Guest's responsibility to upkeep the Rental Property's cleanliness during the stay as no cleaning or housekeeping services will be provided during the rental period. In the event the Rental Property is returned in condition poor enough to require additional cleaning services, including but not limited to excessive laundry, or in the case of or unauthorized pet during the Rental period, Guest must pay an additional \$100 cleaning fee. The determination as to the condition of the premises shall be the sole discretion of OWNER.

NOTE: Should Guest request to have the Rental Property cleaned periodically during the stay, OWNER will make arrangements at the Guest's expense.

MAINTENANCE: OWNER shall be responsible for general maintenance to the Rental Property. Guest agrees that no reduction in the Rental Amount will be given due to the condition of the Rental Property unless the Rental Property is deemed by OWNER to be completely uninhabitable. Guest may not make any changes to the Rental Property and must put furniture back to its original placement if moved. Guest should notify OWNER immediately if any item, equipment, or system needs attention or maintenance. Appliances, air conditioners, TV's, etc, occasionally malfunction. While OWNER cannot guarantee 100% performance, appropriate steps will be taken to correct any problems as soon as practicable during normal business hours. There will be no refunds or reductions in the Rental Amount for malfunctioning items, equipment, or systems. Further, no refunds or reductions in the Rental Amount will be given by reason of any work being performed by the condo or homeowners' association on or in the Rental Property or the nearby buildings grounds or common amenities.

COMPARABLE ACCOMMODATIONS: Occasionally an Owner will place a rental unit for sale or remove the unit from OWNER's rental agreement. If this should occur, OWNER reserves the right to provide either comparable substitute accommodations for the same period without liability for breach of contract or to provide a full refund of all advance funds and deposits paid, if comparable accommodations are not available. Providing comparable substitute accommodations or a refund of all advance funds and deposits paid will operate as a mutual release from this Rental Agreement.

CATASTROPHIC EVENTS & EMERGENCY EVACUATIONS: If a catastrophe (hurricane, tornado, earthquake, flood, etc.) or any situation simply beyond the control of the Owner or OWNER occurs, Owner and OWNER are not responsible for finding alternate lodging for Guest or for Guest's financial losses related to transportation or alternate lodging. There will be NO REFUNDS OR CREDITS FOR EMERGENCY EVACUATIONS. The threat of a hurricane, flood, or other severe weather event is always present during certain months of the year, and Guest assumes all such risk.

Guest agrees that if storm shutters are provided for at the Rental Property, Guest will install same in the event of a hurricane or a tropical storm watch or warning and/or at the request of the Owner or OWNER. If Guest is unable to perform this task for any reason, Guest must immediately notify OWNER when any storm watch or warning is placed into effect.

ASSIGNMENT: Guest shall not assign this Rental Agreement or sublet the Rental Property or any part thereof. Any unauthorized transfer of interest by the Guest is a material breach of this Rental Agreement and will result in an immediate termination of the Rental Agreement and a forfeiture of all Rental Amounts paid.

RELEASE, WAIVER, HOLD-HARMLESS AND INDEMNIFICATION: OWNER shall not be liable for any damage and/or injury to Guest, the Additional Occupants or their personal property.

Guest, on behalf of himself or herself and the Additional Occupants identified above, hereby RELEASES, WAIVES and forever DISCHARGES OWNER, their corporate parents, affiliates, subsidiaries, directors, officers, employees and agents (collectively "the Releasees") from all liability to Guest, the Additional Occupants, and the Guest's or the Additional Occupants' personal representatives, heirs, next of kin, executors, administrators, assigns, and employer for any and all loss, property damage, and/or personal injury, or death, **including but not limited to that caused by the RELEASEES' OWN NEGLIGENCE AND/OR FAULT**, or otherwise arising out of or in any way connected with this Rental Agreement or the occupancy and use of the Rental Property. Guest hereby COVENANTS NOT TO SUE and to fully and forever RELEASE, WAIVE AND FOREVER DISCHARGE the Releasees from any and all liability for any and all loss, harm, injury, death, claims, lawsuits, and/or causes of action, present or future, whether the same be known or unknown, anticipated or unanticipated, resulting from or arising out of the occupancy and use of the Rental Property, **whether caused by the RELEASEES' OWN NEGLIGENCE AND/OR FAULT** or otherwise.

Guest, on behalf of himself or herself and the Additional Occupants identified above, acknowledges and agrees that use of the Rental Property, including but not limited to the pool, may be dangerous and may involve the risk of serious personal injury, including death, and/or damage to property, and he or she hereby PERSONALLY AND VOLUNTARILY ASSUMES ALL RISKS of such personal injury, including death, and damage to property.

Guest, on behalf of himself or herself and the Additional Occupants identified above, hereby agrees to INDEMNIFY, DEFEND AND HOLD THE RELEASEES HARMLESS from and against any and all damages, claims, lawsuits, or causes of action, whether foreseen or unforeseen, present or future, known or unknown, that Guest, the Additional Occupants, and the Guest's or the Additional Occupants' personal representatives, heirs, next of kin, executors, administrators, assigns, and employer may have or assert, **whether caused by the RELEASEES' OWN NEGLIGENCE AND/OR FAULT** or otherwise. This release of all claims acknowledges and specifically includes, but is not limited to, a release of any and all claims for premises liability, including but not limited to claims for premises liability based on the RELEASEES' OWN NEGLIGENCE AND/OR FAULT.

DRUG-FREE HOUSING AND CRIMINAL ACTIVITY: Guest, any Additional Occupant or any other person invited by or under the Guest's control shall not engage in criminal activity, including drug-related criminal activity, on or near the Rental Property. "Drug related criminal activity" specifically includes, but is not limited to, the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell distribute, or use of a controlled substance (as defined in section 102 of the Controlled Substance Act (21 U.S.C. 802). Guest, any Additional Occupant or any other person invited by or under the Guest's control shall not engage in any act intended to facilitate criminal activity, including but not limited to drug-related activity, on or near the Rental Property. Guest, any Additional Occupant or any other person invited by or under the Guest's control shall not engage in acts of violence or threats of violence, including but not limited to, the unlawful discharge of firearms, on or near the Rental Property. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL

VIOLATION OF THIS RENTAL AGREEMENT AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF THIS RENTAL AGREEMENT.

RISK OF LOSS: Guest and Additional Occupants bear the full risk of loss of any personal property brought onto the Rental Property. OWNER shall not be liable for any damage caused to said personal property for any reason, including but not limited to loss arising from fire, accident, acts of God, criminal acts, acts of negligence or bursting or leaking water pipes.

HAZARDS: It is unknown if there are hazards that affect the Rental Property, including but not limited to cleaning chemicals, paint, lawn and garden chemicals, indoor air pollutants, contaminated land or water, landfills and other disposal sites, industrial air and water emissions, asbestos, ground water contamination, lead-based paint, urea formaldehyde, foam insulation (UFFI), mold, mildew and/or radon gas. Guest, on behalf of himself or herself and any Additional Occupants, hereby assumes the risk of any such unknown or latent hazard.

NOTE: RADON GAS: Radon Gas is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risk to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. Owner and OWNER make no representations about the existence of radon gas on the Rental Property.

TIME IS OF THE ESSENCE: Time is of the essence with respect to all time periods contained in this Rental Agreement.

SEVERABILITY: The terms of this Rental Agreement shall be deemed severable. If any part of this Rental Agreement should be declared void or invalid, this will not have any effect on other parts of this Rental Agreement, which will remain in full force and effect without the invalid terms.

VENUE AND CHOICE OF LAW: Except as otherwise provided herein, this Rental Agreement shall be construed under and governed by the laws of the State of Missouri and venue for any disputes arising from this Rental Agreement shall be in St. Charles County, Missouri.

ATTORNEY'S FEES: Should it become necessary for OWNER to employ an attorney to enforce the terms and conditions of this Rental Agreement, Guest shall be responsible for all costs and attorney's fees.

ACKNOWLEDGEMENT:

I AGREE THAT THIS IS A LEGALLY BINDING DOCUMENT THAT I HAVE READ AND FULLY UNDERSTAND THE ABOVE RENTAL AGREEMENT, INCLUDING BUT NOT LIMITED TO THE RELEASE, WAIVER, HOLD-HARMLESS AND INDEMNITY PROVISIONS, AND THAT I HAVE HAD THE OPPORTUNITY TO ASK FOR

CLARIFICATION OF ANY PROVISIONS. I hereby agree to the terms and conditions of this Rental Agreement, and I agree to abide by any restrictions on use of the Rental Property. I further understand and represent that I am executing this Rental Agreement on behalf of all Additional Occupants listed above.

We look forward to your visit!

Demetria Veal Williams, Owner