

In consideration of the rent received and the mutual promises contained herein, Owner of the Rental Property does hereby lease and rent to Guest(s) such Rental Property under the following terms and conditions:

Guest agrees to abide by all rules and regulations contained herein or posted on the premises related to the Rental Property. Guests obligations include but are not limited to keeping the premises as clean and safe as the conditions of the premises permit and causing no unsafe or unsanitary conditions in the common area and remainder of the premises that Guest uses. Guests agree not to use the premises for any commercial activities or purpose that violates any criminal law or governmental regulation. Guest's breach of any duty contained in this paragraph shall be considered material and shall result in the termination of guest occupancy with no refund of any kind.

In the event Guests wishes to terminate this agreement, Travel Insurance, Damage Protection and any processing or administrative fees are non-refundable, including credit card processing fees from merchant account stripe. Eighty percent of the base rental amount will be refunded if the cancellation is made more than 30 days prior to the arrival date of the reservation. If the cancellation is made within 30 days of the arrival date, the base rental amount will not be refunded. If Guest is able to find and substitute new guests for the same time period, the entire rental amount will be refunded. Owner may help Guest look for new guests but it is not the obligation of the Owner to find them.

This agreement is for short term rental only and GUEST has rights for use of listing for only the dates that they are paid in full. Regardless of term of stay, guest has no tenant rights to the property as their home, primary residence, or use of address for registrations with outside entities and are a GUEST to the property solely at the invitation of the OWNER. Trying to stay longer than GUEST has reserved or paid is deemed to be trespassing and GUEST no longer has rights for use of the property and may further be responsible for rents due for any unapproved use of property. Failure to vacate a property by the official (or a previously agreed) check out time may be subject to a \$100 penalty from security deposit if GUEST impacts the cleaners schedule or incoming guests for turnover windows.

In no event shall the Rental Property be occupied by more persons than the capacity of the property as stated on the web site or the confirmation letter, without prior approval by Owner. No fraternities, school, civic, or other non-family groups are allowed unless Owner grants prior approval. In no event shall Guests assign or sublet the Rental Property in whole or in part. Violations of these rules are grounds for expedited eviction with no refund of any kind. Guests hereby acknowledge and grant specific permission to Owner to enter premises at any time for inspection purposes should Owner reasonably believe that Guests are causing or have caused any damage to Rental Property. Guest further agrees to grant Owner access to Rental Property for purposes of maintenance and repair. If listed "For Sale", Guests agree to grant access by scheduled appointment upon notification.

This property has a strict policy of absolutely no parties or events. Should guest grossly exceed occupancy of the listing by two times or more than the reserved # of guests on their reservation, they agree to pay the entirety of the security deposit as penalty for violation of listing and property rules.

This is strictly a non-smoking listing. Guest agrees that all smoking must be outdoors and clean up after themselves and not litter on the property or in the community. Guest agrees fully to the following fees uncontested should the cleaning staff report ANY Smoking of any kind:

Indoor Smoking - \$350

Cleanup outdoor mess caused by smoking: \$100

(Guest may be charged either or both of these fees)

Nuisance / Noise: Guest agrees to be respectful of the property and neighborhood and keep all noise & music to a reasonable level to not bother others both on and off the property.

Plainly audible outdoor music from 50 feet away to be turned off at 9pm from May to Sep, and within 30 mins of sunset for the rest of year.

Noise carries on the water, and voices should be kept at a reasonable level. Neighborhood quiet hours start at 10pm May to Sep and 9:00pm for the rest of year.

Guest agrees to comply with local noise ordinance(s) and to be 100% responsible to pay any and all citations issued to the guest AND property owner. Guest agrees that any and all fines for guest and host can be withheld from the Security deposit.

Marco Island Noise Ordinance

Other guests and neighbors all have OWNERS direct cell and have been instructed to inform OWNER 24x7 of any unreasonably disruptive noise. For multi-family or condo listings especially in situations of shared walls or floors; 10pm-7am is to be quiet(er) hours where disruptive noise can impact families and working people and prevent them from sleeping. Televisions, music, and voices should be turned down to a respectful 'later evening' level to not be plainly audible from other dwellings that would disturb others. Guest will be given up to 2 warnings of noise complaints at any time of day, or a single warning after 11pm. Upon the

exceeding warnings, guest agrees uncontested to pay the following fees out of their security deposit:

For neighboring airbnb / STR listings that we manage, The other impacted guest will be refunded their nightly accommodation \$ in full, and those funds will be reimbursed to OWNER from the security deposit. Up to two other listings may both be impacted and GUEST may be responsible for either or both refunds to the other listings. Proof of refund to other parties to be provided and rates for neighboring listings can range from \$90 up to \$350 / night depending on listing nightly rates, that include fluctuations for weekend nights, seasonality, and holiday rates.

For other neighbors with repeated complaints and GUEST does not correct the disturbance: A fine of \$250 to be withheld from security deposit in addition to any town issued citations. All fines / fees are additive and will stack.

Extraordinary Cleaning Effort: The Cleaning fee for this property includes a standard level of effort to thoroughly clean and disinfect all listings in between guests. For check out, OWNER asks guests only to take care of the dishes used in the kitchen, and for the vacation rentals to start a load of towels on the way out to help the cleaners. For any guest that leaves the condition of the property in an unacceptable state as reported by the cleaners requiring measurable extra effort beyond their standard cleaning task list, guest agrees uncontested to pay twice the cleaning fee as a 'Deep Clean' to the host out of the defined security deposit for this listing.

A security deposit is required ("Security Deposit") for this Rental Agreement. If, at the end of the rental period, the rental property is returned undamaged beyond normal wear and tear, the Security Deposit will be released in full within five (5) business days. In the event of any damages, Owner will provide Guest with a full accounting of expenses incurred and deductions made from the Security Deposit. Should the damages exceed the amount of the Security Deposit, Guest agrees to pay the balance within five (5) business days after receiving notification. Deductions from Security Deposit may include, but are not limited to: excess cleaning fee which may include cleaning for cigarette butts, confetti and other debris not easily removed, hot tub draining and refilling fee, trash removal fee, missing item replacement costs, damaged item replacement or repair costs, repair costs of buildings or grounds, or other service call fees. Owner is under no obligation to use the least expensive means of restoration. This does not apply to bookings made on AirBnB. Bookings made on AirBnB will follow the platform's security deposit policies.

Guests must obtain permission from the Owner to have pets on the Rental Property. If permission is not given by the Owner, any pet(s) found in or about the Rental Property will be grounds for expedited eviction and forfeiture of all monies paid.

Guests are solely responsible for their pets and accept all responsibility / liability for the interaction of their pets with any other persons or animals both on property as well as off property.

Failure to pickup after pets, Guest agrees payments from their security deposit:

Yard Waste outside or soiled carpet / floors inside - \$100

Excessive Shedding requiring 'deep clean': = 2X Cleaning Fee

Guests must inform the Owner of their intention to bring children and the specific number. A child is defined as any person under the age of 18.

No refunds will be provided due to inoperable appliances, pools, hot tubs, elevators, etc. The Owner will make every reasonable effort to assure that such appliances will be and remain in good working order. No refunds will be given due to power blackouts, water shortage, flooding, snow, construction at adjacent properties, or mandatory evacuations of the area by county officials due to hurricanes or other potentially dangerous situations arising from acts of god or nature.

It is the responsibility of the Guest to ensure all items are collected before checking out. Owner will make reasonable efforts to return items left behind but is under no obligation to store or return items left behind. Guest is responsible for all shipping costs for any Lost and Found items that Owner is requested to return to Guest. Items found and not claimed or not provided with a shipping label within 7 days will be disposed of at the discretion of Owner.

If a hot tub or pool is provided at the Rental Property, it will be prepared and tested for proper and safe chemicals prior to or on the day of occupancy. Misuse of a hot tub or pool by the spilling of foreign substances into the pool, i.e. soap, shampoo, oils, glass or metal will result in a Service Call Charge at the sole discretion of Owner. Under no circumstances are pets allowed in pools or hot tubs. Violation of this provision shall be grounds for expedited eviction and forfeiture of all monies paid.

Linens and towels are supplied with Rental Property and Guest is responsible for lost or damaged items at the replacement value + 25% for such damaged or lost linens or towels.

In the event Owner is unable to make Rental Property available for any reason other than described above or a reasonable substitute as determined by Owner, Guest agrees that Owner's sole liability as a result of this unavailability is to provide a full refund of all monies paid under this Agreement and Guest expressly acknowledges that in no event shall Owner be held liable for any special or consequential damages which result from this unavailability. Guest also agrees to indemnify Owner from and against liability for injury to Guest or any other person occupying Rental Property resulting from any cause whatsoever including, but not limited to, injury sustained as a result of use of the phone, spa, hot tub, sauna, whirlpool tub, pool, exercise equipment, elevator, etc. except only such a personal injury caused by the gross negligence or intentional acts of the Owner.

Owner may terminate this Agreement upon the breach of any of the terms hereof by Guest. Guest shall not be entitled to the return of any rental monies paid under the terms of this Agreement and shall vacate the Property immediately.

Agreement shall be enforced under the laws of the state within which the Rental Property is located, including any applicable rental acts of that state, and represents the entire Agreement. Any amendments must be in writing and signed by both parties. In the event of a dispute, legal action may only be instituted in the county within which the Rental Property is located. If any part of this Agreement shall be deemed unenforceable by law, that part shall be omitted from this Agreement without affecting the remaining Agreement. Owner shall conduct all brokerage activities in regard to this Agreement without respect to the race, color, religion, sex, national origin, handicap, or familial status of any Guest.

The Rental Property may offer access to recreational and water activities, including but not limited to canoes, bicycles, and swimming. Guest fully understands and acknowledges that outdoor recreational and water activities have inherent risks, dangers and hazards. Participation in such activities and/or use of equipment may result in injury or illness including, but not limited to bodily injury, disease, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious disability. Guest agrees to fully indemnify and hold harmless the Owner and any and all agents, employees, or contractors for any injury or damage caused by these activities, whether caused by the negligence of the Owners, the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature or other causes foreseeable or unforeseeable. Guest hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the Owners or by any other person. Guest hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify Owner and any and all agents, employees, or contractors from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my use of Rental Property facilities, equipment, or activities. Guest further assumes full responsibility

for the actions of any and all persons whom he may allow to enter the property during the rental period and indemnifies Owner from any and all claims arising from such other persons.

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained, Guest has read and agreed to the following:

I understand the rules and rental conditions upon which I am agreeing to rent accommodations, equipment, and use of the property, canoe, kayaks and land. I acknowledge and accept that the sole responsibility for safety lies with the participant. In agreeing to this, I acknowledge that outdoor, mountain, water, and camping activities and exposure to the natural elements and animals can be dangerous and sometimes result in injury and even death. Riverbanks, streams, steps and decks can be slippery, animals and insects can threaten and infect or injure, exposure to the elements can cause hypothermia, sunburn, among other risks inherent in participating in camping, outdoor and water activities. I know that alcohol and/or drugs do not mix safely with any outdoor activity.

I am over the age of 18 and assume responsibility for those in my charge under the age of 18. I hereby assume all legal responsibility for bodily injury to me or to any person on the property as a result of my visit and use, operation or possession of equipment hired or loaned to me.

Acknowledging this, I accept complete responsibility for the minor children and myself in my charge and visit the property and equipment and engage in activities or events at my own risk.

I will abide by the rules and accept these rental conditions:

The property I rent will be returned in the same condition in which it was rented and I will be responsible for all damage and/or loss that occurs during my rental period.

I agree to hold harmless and to indemnify the Owner of the Rental Property against all loss, damage, expense and penalty on account of personal injury or property damage to the rental dwellers, the undersigned or to any minor child or children in the charge of the undersigned, howsoever rising, whether by act or acts or failure to act of the employees, owners or animals of the said company or property owners or not.

I acknowledge receipt of the property in good order and condition (if found otherwise per my arrival I will contact Owner immediately) and further agree that the Owner of the Rental Property shall not be liable for consequential damages of any kind or nature from whatever cause arising, whether property or equipment is loaned or rented.

I enter into agreement freely with the Owner of the Rental Property at my own risk, acknowledging the risks inherent in outdoor and river activities and assume any and all responsibility for the minor children and myself in my charge.

All parties agree to and will comply with Federal, State and County pollution laws and any other applicable laws and regulations.