

RENTAL AGREEMENT

1. OCCUPANCY AGREEMENT: Guest is an adult and will be an occupant of the unit during the entire period reserved. Other occupants will be family members, friends, responsible adults or children under direct adult supervision. Use of the premises will be denied to persons not falling within the foregoing categories and, as a result, they would have to vacate the Property without a refund. Any complaints from neighbors regarding excessive noise or other nuisances may be cause for immediate termination of the Rental Agreement and forfeiture of the Guest's security deposit and rents. Gatherings beyond the maximum occupancy are not permitted without the express consent of RTP (RentThisPlace.com) or Owner.

NOISE OR OTHER NUISANCES WILL NOT BE PERMITTED.

2. UNIT BOOKED: The unit booked coincides with the title of the Property on www.rentthisplace.com. For security reasons, this agreement does not include the physical address of the Property. This information can be obtained by calling RTP prior to Guest's arrival.

3. PAYMENT: A nonrefundable prepayment equal to 50% of the total amount due, including taxes, cleaning, and/or other charges, is due at the time of booking. Payment in full is due 30 days in advance of Guest's arrival date. Accepted forms of payment are check, money order, Visa or MasterCard. If payment is not received by the 30th day in advance of arrival, the reservation is not considered cancelled, however, Guest hereby authorizes RTP to automatically charge Guest's credit card for any unpaid balance at any time within 30 days prior to arrival.

4. CANCELLATION: RESERVATIONS ARE CONSIDERED BOOKED WHEN THE GUEST'S NONREFUNDABLE 50% PREPAYMENT IS RECEIVED. Providing always, that the Guest hereby abide by the covenants as follows and agrees to pay 100% of the amount due and the additional damage security deposit on or before the commencement date of this contract. Once payment is made, it is nonrefundable in the event of cancellation. Because of the policy making payments nonrefundable, RTP strongly advises Guest to purchase Vacation Rental Insurance through CSA Travel Protection, RedSky Travel Protection or similar service.

5. TRAVEL INSURANCE: RTP recommends Guest to purchase Vacation Rental Travel Insurance. In the event of cancellation, refunds can be obtained from CSA, or any other third party travel insurance firm, and are subject to their policies and conditions. Vacation Rental Travel Insurance will not only provide protection if you have to cancel your trip for a covered reason, but it also protects you and your companions while you are traveling in the event of need for roadside assistance, travel delays, nurse helpline assistance, emergency medical expenses and more.

6. SECURITY DEPOSIT/DAMAGE WAIVER: Unless other security deposit arrangements have been made, for a Damage Waiver Fee included in the total cost of this reservation, RTP insures unintentional damages to the rental unit that occur during your stay, PROVIDED DAMAGE IS DISCLOSED TO

MANAGEMENT PRIOR TO CHECK-OUT. RTP will pay a maximum benefit of \$3,000. Any damages that exceed \$3,000 will be charged to the credit card on file. If, during your stay at one of the RTP Vacation Rental Properties, an authorized guest causes any damage to real or personal property at the unit as a result of inadvertent acts or omissions, RTP will cover the cost of repair or replacement of such property up to a maximum benefit of \$3,000. The Damage Waiver Fee is not mandatory. In such cases where the Damage Waiver Fee is declined by Guest, a separate deposit will be collected at the time of booking. Deposit amounts vary by property and will be returned within 21 days of departure, assuming no resulting loss was incurred during the guest's stay. All damage must be reported to RTP, failure to do so may result in the revocation of any benefit payable or covered by RTP. Participation in this plan does not negate Guest's responsibility for damage. Guest is liable for all replacements and repairs except for "normal wear and tear" and Guest hereby authorizes RTP to charge the Guest's credit card to cover said costs in excess of the maximum benefit allowed under any applicable Security Deposit and or Damage Waiver Fee. If cost of replacement or repairs exceeds the Guest's credit limit on Guest's credit card, Guest agrees to pay the difference to RTP. In the event of a dispute concerning a security deposit, dispute resolution shall take place in the County where the vacation rental property is located.

7. PETS & PET ALLERGIES: Pets are not allowed in, at or around RTP vacation rental properties. Some rentals are designated "dog friendly" and additional security deposits and or fees may apply. Exceptions made to the "no pets" policy require express consent from a RTP representative. Those with pet allergies should notify us to verify if pets have been present at the Property. Absolutely no cats, birds, or exotic animals are permitted at any time.

8. SMOKING: Smoking is not allowed in or around RTP vacation rental properties.

9. CHECK-IN: Check in time is 6:00 PM on the day of arrival. Arrival packages will be emailed after full payment is received and 2 weeks prior to arrival. Lock box codes WILL NOT be issued with a balance owing or without a signed rental agreement. Guest may arrange to travel direct to the rental property. Your lock box code will be given to you via email and a welcome package will be available upon your arrival.

10. CHECK-OUT: Check out instructions are posted in each Property and are given to Guests during check in. Check out time is 10:00 AM on the departure date. In the event that Guests fails to vacate the property by the scheduled departure time, Guests shall pay a surcharge of thirty percent (30%) of the daily license for each hour until Guest vacates the property unless otherwise agreed to in writing by RTP. We often have Guests leaving and arriving the same day, leaving the cleaning services a small amount of time to clean. Guests occupying the Property beyond noon on the check-out day without the consent of RTP will be considered to be trespassing. A minimum \$75.00 per item fee will be charged for each lost key, garage door opener or parking pass. Each rental unit has a check-out procedure posted inside of the house or provided in the Welcome Book. Please read and follow the check out directions prior to departure.

11. CLEANING: Each Property will be inspected, sanitized and cleaned after your departure. The cleaning fee covers normal cleaning. Guest is **REQUIRED** to leave the Property in the same general condition that you received it by making sure check out instructions are followed. In general dishes are washed and put away, used linens and towels are left at the foot of the bed, trash organized, and the home is generally picked up and ready to be vacuumed, dusted, laundered, and sanitized. If additional cleaning is required, appropriate charges, at a rate of \$50.00 per hour, will be deducted from your security deposit. The Guest will be responsible for placing garbage out for collection. The trash receptacles must be placed at the designated curb side on the night before the designated pick-up dates below or a charge of \$150.00/bin will be deducted from the security deposit for trash disposal fees. All trash must be sealed in plastic garbage bags before being placed In the trash receptacles. **REMEMBER:** **NO SMOKING** inside or around the property.

12. RULES: Guest agrees to comply with all rules that are posted at any time at the Property or delivered to Guest.

13. TELEPHONES/INTERNET: Most units are equipped with a telephone to be used for local calls only. A calling card or credit card will be necessary for long distance calls. RTP is not responsible for the operation or maintenance of DSL or other high speed internet services, regardless of what is or was advertised.

14. SECURITY CAMERAS: Security cameras may be present at various exterior locations and/or near entry areas to the property. RTP prohibits the use of video surveillance inside the property.

15. WHAT WE SUPPLY: The Property is, unless otherwise noted on our website, equipped and set up as a fully furnished Property that will include bedspreads, linens, blankets, pillows, towels, a fully equipped kitchen, TV, and furnishings. In addition:

- RTP will supply one roll of paper towels, two rolls of toilet paper per bathroom and a new sponge. There will be a starting supply of dish & laundry detergents as well as a small supply of liquid soap. Guests should plan on shopping without reimbursement once these items are consumed.
- The property is likely to have common staples (salt, pepper, foils, wraps, etc.). However, these items are stocked by the Owner of the Property. Guest is responsible for replacing staples as they are consumed. RTP will not reimburse Guest for any out of pocket expense.

The Property may not have all the items you may be accustomed to having in your home. If there is a special item you are accustomed to using, please provide for those items by bringing them with you, or by contacting RTP in advance to make special arrangements. Occupancy is based on sleeping capacity; each home may not have ample dining/living room seating to match bed capacity. You should bring personal items such as bath soap, shampoo and toiletries. Extra beach towels are always recommended for homes with pools.

Guest agrees that any existing automobiles, boats, jet skis, canoes, motorcycles, boats, etc, on the premises are the sole property of the Owner and the use or entrance thereof or use of said properties is

forbidden by the owner and are not included in the license agreement. Any violation of these terms voids this license agreement and the Guest agrees to vacate premises immediately and forfeit the remaining prorated license amount and security deposit.

House parties of more than 15 persons shall require approval of a RTP agent. House Parties not disclosed in this Agreement ARE NOT ALLOWED under any circumstances. If Guest is found in violation, occupancy will be terminated immediately with NO REFUND. Accommodations are limited to the number shown on the contract. RTP reserves the right to refund deposits, refuse licenses, and to terminate occupancies if, in the RTP agent's opinion, the occupancy is detrimental to the safe keeping of the property.

16. WEATHER: RTP does not assume any liability for loss, damage or injury to persons or their personal Property. Neither do we accept liability for any inconveniences arising from any defects or stoppage in supply of water, gas, electricity or plumbing. Nor will RTP accept liability for any loss or damage caused by weather, road conditions, natural disasters, Acts of God or other reasons beyond its control. Florida can be subject to extreme weather conditions. In the summer months hurricanes are a possibility and in extreme cases require evacuation. RTP strongly advises that Guest purchase travel insurance as it may cover certain losses due to weather, natural disaster or Acts of God.

17. POOL: Guest hereby acknowledges that if the Property they have reserved includes a pool, the undersigned is fully aware that the pool and surrounding patio/deck can be dangerous; that the deck/patio can be slippery when wet and that injury is possible irrespective of exercise of care. Guest(s) should observe and adhere to all rules and policies as posted at the Property. Children should not be allowed to use pools when alone as it is a health/safety issue. With full knowledge of the above facts and warnings, the undersigned accepts and assumes all risks involved in or related to the use of the pool and deck/patio areas. Pools may be temporarily unusable during Guest's stay due to normal maintenance procedures required to keep them clean and sanitized. Pools are prone to temporary or prolonged maintenance issues, beyond RTP's control. Refunds for non-operational pools will be addressed on a case by case basis at RTP's discretion. Refunds for issues with pools will not exceed 5% of the rental charge – up to a maximum amount of \$250.

18. MAINTENANCE: RTP will diligently attempt to address maintenance issues as they occur. There are maintenance risks in renting a single family residence or condo. If a maintenance issue occurs that cannot be fixed in a reasonable amount of time and significantly affects the Guest's stay, RTP reserves the right to refund all or part of the rental payment received at RTP's discretion or relocate Guests to another Property.

19. VACATION RENTAL DISCLOSURE: Renting a single family home or condo is a very different experience than booking in a hotel. While it is RTP's intention to provide a pleasurable family vacation, the nature of the product has its idiosyncrasies. RTP is not open 24 hours a day. RTP does maintain a 24/7 emergency line, but resources are limited outside of normal business hours. Unlike a hotel, there is no front desk, onsite maintenance personnel or onsite cleaning crew. Most properties are actively rented

and used by the owners of the Property. There will be signs that other people have occupied the Property.

Guest needs to be familiar with the general operation of a single family home or condo. Guest must exercise sound judgment and, most importantly, read all posted information at the Property in order to ensure a quality experience for themselves and for the next guest or the owner.

20. CONSTRUCTION AND OTHER NUISANCES: RTP is not responsible for the impacts of any event that may occur at a neighboring property or otherwise close by that may adversely affect the guest's peaceful enjoyment of the Property. This includes, but is not limited to, nearby building or road construction, concerts, events, or the actions of others beyond RTP's control. RTP may elect, at RTP's sole discretion, to move guest to an alternative property, however no refunds will be given for construction or other nuisances. If known at the time of booking, RTP will disclose to Guest the presence of such activities and the potential impact they may have on the Guest's stay.

21. HOME OWNER ASSOCIATIONS: RTP does not warranty amenities provided through Home Owner Associations, including but not limited to pools, hot tubs/jacuzzis, club houses, tennis courts, golf facilities and picnic or beach facilities.

22. EXPRESS INDEMNITY: The undersigned, for himself/herself, his/her heirs, assignors, executors and administrators, fully releases and discharges RTP and the Owner of the Property from any and all claims, demands and causes of action by reason of any injury of whatever nature which has occurred or may occur to the undersigned, or any of his/her Guests as a result of, or in connection with the occupancy of the Property and agrees to hold RTP and Owner free and harmless of any claim or suit arising therefrom. In any action concerning the rights, duties or liabilities of the parties to this agreement, their principals, agents, successors or assigns, the prevailing party shall be entitled to recover reasonable attorney fees and costs.

23. SALE CONTINGENCY: In the event the home that you have reserved is for sale, and/or a party enters into contract for sale or exchange, RTP reserves the right to provide the tenant with a comparable Property at no additional cost to the Guest or offer a full refund. Showings during occupancy are by appointment only at the Guest's approval.

24. DISPUTE RESOLUTION: The parties agree to mediate any dispute or claim arising between them out of this contract or any resulting transaction before resorting to arbitration or court action.

a. Mediation. In the event that a dispute arises that cannot be settled by the parties within five (5) business days, the parties agree to submit the dispute to a mediator within five (5) business days thereafter to resolve the dispute. Mediation fees, if any, shall be divided equally among the parties involved. If any party commences an arbitration or court action based on a dispute or claim to which this paragraph applies without first attempting to resolve the matter through mediation, then that party shall not be entitled to recover attorney's fees, even if they would otherwise be available to that party in any such arbitration or court action.

b. Arbitration. The Parties agree that any dispute or claim in law or equity arising between them out of this Agreement or any resulting transaction which is not settled through mediation, shall be decided by

neutral, binding arbitration and not by court action. The arbitration shall be conducted by a retired judge or justice, or an attorney with not less than five (5) years substantial experience with real estate law, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive Florida law. In all other respects, the arbitration shall be conducted in accordance with the Florida Code of Civil Procedure. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The parties shall have the right to discovery in accordance with Code of Civil Procedure. The award may be vacated or corrected on appeal to a court of competent jurisdiction for any error in applying substantive Florida law.

c. Exclusions from Mediation and Arbitration. The following matters are excluded from mediation and arbitration here under:

- i. a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or installment land sale contract as defined in Civil Code;
- ii. an unlawful detainer action;
- iii. the filing or enforcement of a mechanic's lien (provided the mechanic's lien action shall be stayed pending the outcome of the arbitration);
- iv. any matter which is within the jurisdiction of a probate or small claims court; and
- v. an action for bodily injury or wrongful death, or for latent or patent defects to which Code of Civil Procedure applies.

d. Commercial Arbitration. Any arbitration under this Agreement shall be deemed commercial arbitration, not subject to the consumer arbitration provisions of Florida Code of Civil Procedure.

e. Attorney Fees and Costs. In the event of legal proceedings, including any arbitration, for the enforcement or interpretation of any of the Contract Documents, the prevailing party in such proceeding shall be entitled to its reasonable attorney fees and costs, including as costs the fees and expenses of the arbitrator(s). If a party prevails on some issues and an opposing party on other issues, the arbitrator or judge, as the case may be, shall apportion attorney fees and costs as is just and equitable in the circumstances.

NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY FLORIDA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL (EXCEPT THE RIGHT TO RECORD A LIS PENDENS). BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS SUCH RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE FLORIDA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

We have read and understand the foregoing and agree to submit disputes arising out of the matters included in the "ARBITRATION OF DISPUTES" provision to neutral arbitration, with a single arbitrator.

25. ENTIRE CONTRACT: Time is of the essence. All prior agreements between Owner and Guest are incorporated in this Agreement, which constitutes the entire contract. It is intended as a final expression

of the parties' agreement and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this Agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this Agreement. Any provision of this Agreement that is held to be invalid shall not affect the validity or enforceability of any other provision in this Agreement. The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach. This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

26. AUTHORIZATION TO CHARGE GUEST'S CREDIT CARD

I authorize RentThisPlace.com to charge the valid credit card provided the company for rental expenses incurred, balances that are due or may become due, or to pay for losses, damage, or excessive cleaning expenses incurred that are not satisfied under the Damage Waiver Fee or Security Deposit, to RTP for this Property.

The undersigned has read and understands the terms and conditions of this agreement:

Guest Signature _____ Date: _____