



BeachRentals.Mobi LLC Vacation Rental Terms of Agreement

PLEASE NOTE: This document is intended for use with all of the BeachRentals.Mobi rental properties. When reviewing it, please keep in mind the possibility that not all items will apply to your specific reservation! For example, if your property doesn't have a swimming pool, or if you're renting a condo that has a community pool, charges for pool heat won't apply to you.

Your signature and initials at the end of this document indicate that you and the members of your party will abide by the terms of this Agreement while you're in the property, that you'll leave the property in good condition, and that on departure you'll have implemented each of the items on the Departure Checklist (included at the end of the Agreement).

GUEST CHARGES

Guest charges may vary depending on the dates of the reservation, length of your stay, added services requested by you, or required charges based on how you intend to use the property, as well as the condition in which you leave it.

ALL reservations include the following charges:

- Base Rent
- Departure Cleaning Charge
- Non-Refundable Security Fee (covers you for up to \$1500 of **accidental** damage during your stay).
- Administrative Fee
- Reservation Fee (discounted when entire reservation is paid by e-check)
- State & Local Taxes

Depending on the property, some reservations may include these charges:

- Condo Application Fee. Same fee, regardless of length of stay.
- Non-Refundable Pet Fee. Required if you're bringing a pet to a property designated "Pet Friendly." Fee is per animal (ie, \$100 pet fee for one approved dog, \$200 pet fee for two approved dogs). ALL PET FEES ARE NON-REFUNDABLE.
- Pool Heat. Properties with hot tubs automatically populate with this charge. If the property has no spa but does have a heated pool, this charge is optional. The fee is generally \$100 plus tax *per week*.
 - PLEASE NOTE: If you book your reservation online and you're staying for more than one week, the pool heat charge will be adjusted by our staff based on length of stay.

Guests may choose or be required to add the following, based on their preferences and how they intend to utilize the property:

- Travel Insurance. Because our reservations are non-refundable, we STRONGLY urge you to purchase travel insurance! We offer TravelGuard policies because they're excellent to work with and great about paying claims.
- Additional cleanings, linen exchanges, etc. This price varies on the scope of work requested by the guest.
- Boat Lift Security Deposit. If you're bringing your boat to a property with a boat lift, a \$500 REFUNDABLE security deposit is required. On the day of your departure, a member of our staff will inspect the boat lift to be sure it's in good working order, and your security deposit will be refunded via check within 10 days.
- Elevator Security Deposit. Elevators in private homes can be testy, and are easily damaged. For this reason, the owners of homes with elevators have asked us to collect a \$500 REFUNDABLE security deposit if a guest wants to use the elevator. On the day of your departure, a member of our staff will inspect the elevator to be sure it's in good working order, and your security deposit will be refunded via check within 10 days. Elevators are locked, so if you don't want or need to use the elevator, you will not be charged the deposit.

POST-DEPARTURE CHARGES. When guests leave the property in poor condition, or are found to have violated the terms of this agreement, additional charges will be applied to their credit card on file. These Post-Departure Charges may be generated by the following:

- Careless or reckless use of the property that requires additional vendors and expenses to bring the property back to rental-ready condition for the next guests. This may include, but is not limited to, sand or soap in the swimming pool, evidence of smoking in the unit, evidence of pets in a unit that is not designated as "Pet Friendly," and charges from local law enforcement for noise code violations.
- If a member of the BeachRentals.Mobi staff is required by local law or code enforcement officials to visit the property because you or someone in your group has violated occupancy or noise ordinances.
- Destruction of pool and spa equipment, including Navigator, burned-out pool motor because Navigator was removed from the pool, broken locks on pool equipment and temperature gauges, spa covers, etc.
- Broken blinds.

- Excessive cleaning or laundry. Failure to comply with check-out procedures related to these two items will result in additional charges based on the amount of work the housekeepers have to perform before the next guests' arrival.
- Discovery of a cat in one of our properties, even if the unit is designated as "Pet Friendly." Because so many people are allergic to cats, these animals are not permitted in any of our rental properties. The minimum charge upon discovery of a cat on premises is \$1000 to cover the cost of a/c duct cleaning, carpet cleaning, upholstery cleaning, and laundromat charges.
- Fees for check-out later than 10am, unless you've received permission from the office ahead of time, are \$75 per half hour.

PAYMENT

Payments may be made using MasterCard, Visa, Discover, or e-check.

DISCOUNT FOR PAYMENT BY E-CHECK: Guests who choose to pay **both** their deposit and final installment with an e-check will have the Reservation Fee and related taxes removed from their reservation. Use of a debit card for payment does NOT qualify for the discount, as our processing company charges us the same, regardless of whether a card is credit or debit.

Paper checks are not accepted for reservations.

DEPOSIT REQUIRED AT TIME OF BOOKING: All reservations require a minimum deposit equal to 25% of the base rent, 100% of any condo application fees required by the association (when applicable), and 100% of the Administrative Fee. If you've decided to include travel insurance, the full premium is also due with the deposit.

If you've booked your reservation within 60 days of your arrival, all monies are due at the time of booking.

REMAINING BALANCE: The remaining amount due on a reservation must be paid 60 days prior to check-in.

PLEASE NOTE: ALL GUESTS MUST PROVIDE BEACHRENTALS.MOBI WITH A CREDIT CARD INFORMATION (DEBIT CARDS NOT PERMITTED FOR THIS PURPOSE), REGARDLESS OF PAYMENT METHOD. This card will be used in case of post-departure charges as outlined in the previous section of this Agreement.

CANCELLATIONS & REFUNDS

CANCELLATIONS: Our Cancellation Policy: In order to protect our owners from loss of income, ALL MONIES PAID TOWARDS YOUR RESERVATION MAY BE NON-REFUNDABLE AFTER A CERTAIN DATE! FULL AND PARTIAL REFUNDS MAY BE GIVEN UNDER CERTAIN CONDITIONS. Ask our office for details, or check your rental agreement.

REFUNDS FOR OTHER REASONS: Our goal at BeachRentals.Mobi is to provide you with an excellent vacation experience! To that end, we provide you with a 24-Hour Emergency Hotline number, and will make every reasonable effort to correct problems in a timely manner. However, we cannot issue

refunds or move you to another property unless the property you reserved becomes uninhabitable before or during your stay. This would include the loss of electrical power or plumbing for an extended period of time, the loss of heating or air conditioning for more than 24 hours, or damage to the building due to a storm.

Refunds will NOT be paid, whether before or during your stay, for the annoyance caused by neighboring construction projects. This area is booming, and although we sympathize with your frustration if construction work begins near your rental property, there's no way either we or the owner can control what happens at neighboring properties. Additionally, due to the nature of construction work, it's impossible to predict when work will take place, even at an active construction site.

TERMS OF OCCUPANCY – WHAT WE EXPECT FROM YOU

We've been in this business a long time, and know that the vast majority of guests in vacation rental properties are so great, we'd be happy to invite them into our own homes! However, with the increase in web reservations comes a certain disconnect between people, and the rise in badly-behaved guests is disheartening.

Vacation Rental properties are private homes owned by real people with kids, grandkids, and neighbors! If you're uncertain how to behave when you're a guest in a vacation rental property, remember two important concepts:

1. *Do unto others as you would have them do unto you.* In other words, how would you behave in the vacation rental if it actually belonged to you? Would you leave the a/c at 72 when you're out all day, clog up the toilet with baby wipes, scream in the pool in the middle of the night? Probably not!
2. *Leave things in better shape than you found them.* No, we DON'T want you to clean before you leave! But we do want you to wipe up spills when you make them, let us know if something breaks, and follow the Departure Checklist before you go.

In case you're unsure of what's involved with being a good vacation rental guest, here's the list of our basic expectations when you rent one of our properties:

OCCUPANCY: Each property has an occupancy limit specified on our website (www.beachrentals.mobi).

These limits are dictated by the municipalities and condo complexes, not by the owners or by us.

THEREFORE, VIOLATION OF THIS OCCUPANCY LIMIT WILL RESULT IN IMMEDIATE EVICTION WITH NO REFUND. If you'd like to entertain a larger group while you're in residence, you must receive written permission from our office beforehand. Due to zoning and other considerations, we won't be able to authorize all such requests.

BOAT TRAILER/RV/JET SKI PARKING: You may not park boat trailers, RV's, or jet ski trailers at any rental property unless express permission is received from the BeachRentals.Mobi staff. Condos NEVER allow this type of parking, but some single-family homes may. Check with the BeachRentals.Mobi staff. If you're bringing any of these things and can't park at the property, we may be able to help you find a place where you can.

CAR PARKING: Guests must park in designated spots only. Generally, only one or two parking spaces are available at each property. Check our website under “Amenities” to be sure how many will be available to you. You must NOT bring more cars to your property than our website says it can handle!

COMPLIANCE WITH CITY & STATE ORDINANCES: Guests in residence are expected to abide by all applicable city and state laws and ordinances. These include, but are not limited to, the following:

- **Noise.** Noise ordinances requiring guests to keep noise to a minimum, specifically after 10pm and before 7am. Law enforcement officials may be summoned to your property if you’re deemed to be in violation of these ordinances. Please keep in mind that sound amplifies and travels over water...BE A GOOD NEIGHBOR!
- **Occupancy Limits.** All of our local communities are cracking down on occupancy in vacation rentals. Code enforcement officials zip through the streets looking for signs of violations, and also respond to complaints from neighbors. Your property’s occupancy limit is actually set by the local government, not by us or by the owners!
- **Trash.** Per local ordinances, trash cans may be taken to the street the evening before collection, and MUST be removed from the street by the end of the collection day. Consult your property’s “Guest Services Notebook” for trash collection days at your location.
- **Turtles.** Turtle Season runs from May 1st to October 31st each year. It is against the law to disturb or touch nesting sea turtles, their nests, or their eggs. No night-time lights are allowed on the beach during Turtle Season, including flashlights or flash photography.
- **PLEASE NOTE:** If the owner of the property or BeachRentals.Mobi is fined because you or members of your group violate any of these ordinances during your stay, or if Code Enforcement requires a member of the BeachRentals.Mobi staff to visit you to persuade you to comply, your credit card on file will be charged accordingly.

EMERGENCY EVACUATION: In the event a mandatory evacuation is called for the area in which your unit is located, you MUST vacate the property.

PETS: Pets are not allowed in any property, unless the unit is specifically designated as “pet friendly.” Only dogs are allowed in “Pet Friendly” properties, and must be approved beforehand by our staff. Due to insurance liability restrictions, no dogs from generally acknowledged “aggressive breeds” can be permitted to stay in the property (unless they are service dogs as defined by the Americans with Disabilities Act). These include, but are not limited to, the following:

- Pit Bull Terriers
- Rottweilers
- German Shepherds
- Doberman Pinschers
- Chow Chows
- Akitas
- Mastiffs
- Great Danes
- Huskies
- Boxers

PLEASE NOTE: UNDER NO CIRCUMSTANCES ARE CATS ALLOWED IN ANY PROPERTY, EVEN THOSE DESIGNATED AS “PET FRIENDLY.”

- **SERVICE ANIMALS:** According to the terms of the Americans with Disabilities Act (ADA), service animals are NOT pets, and must be allowed in any property, regardless of whether or not that property is designated as “pet friendly.” According to the US Department of Justice, which administers the terms of the ADA, a service animal is a dog that is *individually* trained to do *specific* work or perform *specific* tasks for a person with a disability. Service dogs must accompany their handler at all times, and cannot be left in the vacation rental unit without their handler.
Dogs whose function is to provide comfort or emotional support, but are not trained to do a specific act to aid the disabled person, do not qualify as service animals under the ADA. Comfort dogs are welcome in any pet-friendly home, with the regular \$100 + tax non-refundable pet fee for each pet added to your reservation.

SMOKING: Smoking is not allowed in any of our vacation rental properties. If you or a member of your party smoke, you may only do so outside, and must dispose of the waste in an appropriate receptacle.

UNITS FOR SALE: If the unit you’ve reserved is listed for sale, it may be shown during your stay with a minimum notice of 24 hours. You do not need to get the unit ready for showing! A licensed REALTOR®, whether from the BeachRentals.Mobi staff or a buyer’s agent, will always accompany prospective buyers. If a unit sells before your arrival date and the new owners do not want to honor vacation rentals in place, a FULL refund will be issued to you.

HERE’S WHAT YOU CAN EXPECT

BEACH EQUIPMENT, GRILLS, & OTHER AMENITIES: Amenities vary from property to property. You can always check our website for a list of amenities that can be found at your property.

- **Grills.** Not all properties provide grills; please check the amenities section of our website to determine if your property provides one, and if it does, whether it’s gas or charcoal.
- **Beach Equipment.** Beach equipment is impossible to keep track of, so we never make any promises about it! You can count on pool/beach towels, but other than that we suggest you check supplies on arrival and see if you need to rent additional items from one of the many rental companies in the area.
- **Décor & Other Amenities.** Each of our rental properties is individually owned, and reflects the taste of the owners. We do our best to accurately describe each property and its amenities prior to booking, but cannot be held responsible if tenants are dissatisfied with the accommodations.

BED & BATH LINENS: Each unit is fully stocked with bed and bath linens. Laundry facilities are either in-unit or on-property (check the amenities section of your property’s listing on our website) so you can launder any linens as your needs require.

EQUIPMENT: Should any mechanical failures occur during your stay, we’ll do our best to make prompt and thorough repairs. However, we can’t offer refunds for inconvenience caused by inoperable equipment, with certain exceptions made for those situations which render the building uninhabitable.

HOUSEKEEPING: Our housekeepers work very, very hard to insure everything is clean, lovely, and ready for your arrival! Every now and again, however, an arriving guest finds some housekeeping details haven’t been completed to their satisfaction. If that happens on your arrival, PLEASE call our 24-hour emergency hotline number IMMEDIATELY to report the problem. Our housekeepers will return as

quickly as they're able to correct the problem. Housekeeping complaints must be received within 12 hours of arrival for the housekeepers to return free of charge.

INTERNET SERVICE: Most of the time internet access works just fine, but it can present a variety of problems. Although we'll do our best to assist you if you have problems connecting, we can't be held responsible, nor will refunds be offered, if you are unable to take advantage of this service.

POOLS: Pools are regularly cleaned, treated, and maintained at the Owner's expense, usually once a week. Following inclement weather and/or high winds, pool service cannot be expected "on demand" for removal of fallen leaves or debris; your help in maintaining the pool at a single-family home is expected.

POOL HEAT: NOT ALL POOLS ARE HEATED, so please be certain you're getting what you want when you book a property! Heated pools may be heated to a temperature of no higher than 84 degrees Fahrenheit. During extended periods of cold weather, we cannot guarantee that the pool can be maintained at that temperature! If your property has a pool cover, utilizing it whenever you're not using the pool can make a big difference in maintaining a comfortable temperature. PLEASE NOTE: Owners of heated pools require us to charge extra for the use of pool heat.

UNIT SUPPLIES: You'll find a minimum supply of paper goods (including toilet paper and paper towels) in the unit, generally enough to last at least a couple of days. Additionally, bath soap, as well as small quantities of dishwasher detergent, dish liquid, and detergent will be on hand. Vacation rental guests are expected to provide their own paper goods and cleaning supplies.

WHEN YOU ARRIVE, WHEN YOU'RE HERE, & WHEN YOU CHECK-OUT

ARRIVAL INSTRUCTIONS: Arrival instructions will be sent to you approximately ten days prior to your arrival date. No arrival instructions or keys will be given out until final payment has been made, and the Vacation Rental Agreement signed and returned to our office.

KEYS & LOCK-OUTS: Unless your unit has a keyless entry system, you'll be issued two sets of keys. Please take care of them! Lock-outs will result in a minimum charge of \$25, or substantially more if we have to hire a locksmith. These charges have to be paid with cash, and made directly to the person who comes to your assistance. If your unit has a lock box, please keep one set of keys in it at all times for your own protection, and for our maintenance staff and vendors in case work needs to be done in your unit while you're out.

CHECK-IN, CHECK-OUT, & OUR HARD-WORKING HOUSEKEEPING STAFF: Check-in time is 4pm. Check-out time is 10am. Here are the basic rules:

- Early check-ins and late check-outs are NEVER possible over Thanksgiving, Christmas, New Year's, and Easter, and at any time in January, February, March, June, and July. If your reservation falls during any of these times, please don't ask for an exception, because it simply won't be possible! Our housekeepers work tirelessly to finish their work during that 6-hour period from 10am to 4pm, a very difficult task when every property is scheduled for back-to-back guests going and coming in one day.

- If you're scheduled for a visit in April (excluding Easter), May, August, September, and October, and would like either early check-in or late check-out, check with our staff NO MORE THAN ONE WEEK PRIOR TO YOUR ARRIVAL OR DEPARTURE DATE, and we'll see what we can do!
- PLEASE NOTE: We cannot give you the keys to your property until we've heard from our housekeeping staff that your unit is ready. If you arrive early, you're welcome to stop in our office and ask to be notified if your unit is done early, but we won't be able to give out the keys until we know the housekeepers are set.
- If you're staying in a unit with a keyless entry system, we're trusting you to honor the arrival time, and only access the unit at 4pm, or earlier if you've received permission from our office. Early arrivals make it impossible for the housekeeping staff to complete their work. If you occupy your unit earlier than 4pm without permission, all housekeeping will be suspended, and you will have agreed to take the unit "as is." No further housekeeping will be provided!
- PLEASE REMEMBER that check-out time is 10am SHARP! Failure to vacate by this time will result in an additional charge of \$75 per half-hour, and will be charged to your credit card. Just as the guests who checked out before you were considerate of your desire to check-in on time, please return the favor to the next guests by vacating the premises no later than 10am!

REBOOKING, RENTAL RATES, AND ITEMS LEFT BEHIND

RIGHT OF FIRST REFUSAL: Although we always try to consider the wishes of our current guests, we cannot guarantee the right of first refusal on rental properties. If you'd like to rebook your unit for next year, please let us know as soon as you can after arrival to ensure availability.

RENTAL RATES: When rebooking your unit for another vacation, please remember that rental rates are always subject to change, regardless of how many times you've been a guest in a particular unit. Unfortunately, we can't guarantee the same rate from one reservation to the next.

ITEMS LEFT IN UNIT: If you discover that you left something behind in your unit, call us and we'll see if the housekeepers discovered it. If so, we'll have a third party contact you to arrange for payment and shipping.

GENERAL DISCLAIMERS

AGENCY: BeachRentals.Mobi LLC is the authorized agent for the owner/landlord of the unit in which you'll be staying. We reserve the right to make reservation changes due to unforeseen circumstances. Circumstances beyond our control (ie fire, hurricane, sale of unit etc) may make your confirmed property unavailable for your reservation dates. Should that happen, our office will make every effort to place you in substitute accommodations, but cannot guarantee the confirmed rate in these instances. Neither we nor the owner of the property are liable for damages you may suffer as a result of these unexpected circumstances.

LEAD BASED PAINT: Lead based paint may be present in buildings built before 1978. If you're concerned about the possible presence of lead based paint in your vacation rental unit, please consult with a member of the BeachRentals.Mobi staff to inquire about the age of the property. Additional information regarding the risks of lead based paint may be obtained from the Federal Department of Housing and

Urban Development.

http://portal.hud.gov/hudportal/HUD?src=/program_offices/healthy_homes/healthyhomes/lead

LOSS OF PERSONAL PROPERTY DURING YOUR STAY: The owner's insurance policies will not cover the loss of your personal property in the event of a storm or other disaster. If you have any concerns about this, contact your personal insurance agent to determine if you need and/or can obtain additional coverage.

SWIM AT YOUR OWN RISK: None of our properties provide lifeguards or lifesaving devices. Guests assume all risks when swimming in any vacation rental pool or any body of water, whether they're staying in a single-family home, duplex, or condominium.

RADON GAS: Radon gas is a naturally occurring radioactive gas that, when accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels that exceed Federal and State guidelines have been found in buildings in Florida. Additional information may be obtained from the Manatee County Health Department at <http://www.doh.state.fl.us/chdmanatee/>

LIABILITY: By signing this Agreement, you agree to hold the owner of your vacation property, as well as BeachRentals.Mobi LLC, harmless from all liabilities and costs of defense, including attorney's fees, arising out of your use or possession of the property, and all claims, damages, and liability incurred by your guests, family, or friends.

To better safeguard owners, guests, and BeachRentals.Mobi LLC, the above policies may be subject to change at any time at the discretion of BeachRentals.Mobi LLC. By signing this Agreement, you knowingly, voluntarily, and intentionally waive any right to trial by jury with respect to any litigation arising out of, under, or in connection with this Agreement, and you acknowledge that the homeowner has been induced to enter into this Agreement by the provisions of this paragraph.

I acknowledge that I have read and understand the terms of the BeachRentals.Mobi LLC Vacation Rental Agreement.