



Vacation Property Rental Agreement

TERMS AND CONDITIONS

Marco Island Vacation Properties® is a Florida Licensed Real Estate Agency and acts as Rental Agent for privately owned vacation rental home and condominium unit owners. The following information represents the terms and conditions relating to rentals of the privately owned vacation rental homes and condominium units, and some, or all of respective terms and conditions may apply to your booking reservation. Please read the following terms and conditions carefully, which, although current, are subject to change without notice at any time.

1.0 BOOKINGS/RESERVATIONS AND CONFIRMATIONS

Bookings/Reservations for any vacation rental home or condominium represented by Marco Island Vacation Properties® can be arranged either "online" or by telephone. However, "Online" bookings/reservations are not to be considered to be a "Confirmed" reservation (Confirmation) until the respective booking/reservation has been both approved by a Marco Island Vacation Properties® rental agent and the required deposit amount has been paid. Once the booking/reservation has been confirmed as previously described, a confirmation number will be assigned to the booking/reservation. The confirmation number will be used on all future guest correspondence from Marco Island Vacation Properties® and the respective confirmation number should be included on all guest correspondence directed to Marco Island Vacation Properties®. Nevertheless, no confirmed reservation will be guaranteed, since Marco Island Vacation Properties®, as agent for the vacation rental home and condominium unit owners, reserves the right to review all confirmed reservations and to correct, amend, or cancel same forthwith.

2.0 ACCIDENTAL DAMAGE PROTECTION PLAN (ADPP)

All bookings/reservations are required to include protection for accidental damage to the interior of the vacation rental home or condominium. The Accidental Damage Protection Plan (ADPP) provides protection for accidental damage occasioned by registered guests and/or their named occupants during their stay. The ADPP provides protection against any accidental damage to the interior of the vacation rental home or condominium unit, including furniture, furnishings, and fixtures. ADPP coverage becomes effective on the confirmed guest arrival date and at the confirmed guest check-in time, and coverage terminates at 10:00 AM on the confirmed guest departure date. Any accidental damage must be both, reported immediately to the assigned Marco Island Vacation Properties® guest relations representative by the registered guest during their stay, and acknowledged in writing by Marco Island Vacation Properties® for coverage to be effective. The Accidental Damage Protection Plan combined coverage is limited to payment for covered damages not exceeding \$1,500.00, and the registered guest is responsible for payment of any amount exceeding \$1,500.00. The Accidental Damage Protection Plan is provided by and administered through Marco Island Vacation Properties® and is not an insurance policy. Nevertheless, any damage incurred by the registered guest and/or their named occupants to the rental home or condominium unit, whether accidental or otherwise, must be reported immediately to the assigned Marco Island Vacation Properties® Guest Relations Representative.

3.0 TRIP CANCELLATION AND TRIP INTERRUPTION COVERAGE

Marco Island Vacation Properties® offers its guests trip cancellation and trip interruption coverage through Red Sky. Red Sky is a leading provider of travel insurance and assistance service plans and currently offers the Sun Trip

Preserver, which includes a Pre-Existing Medical Condition Exclusion Waiver. For information about the Sun Trip Preserver Plan, contact any Marco Island Vacation Properties® rental agent.

4.0 PET(S) AND VACATION RENTAL HOMES AND CONDOMINIUM UNITS

Although some vacation rental home owners allow a pet or pets to occupy their property, pets are not permitted to occupy any vacation rental condominium unit. A pet or pets that may be permitted to occupy a vacation rental home are limited to domesticated household dogs or cats. All confirmed reservations that include a pet or pets are required to be processed with an additional charge to professionally treat the interior of the vacation rental home upon guest departure. All pet owners, whether visitors or residents, are subject to, and required to, abide by the respective ordinance established by the City of Marco Island.

5.0 PAYMENT TERMS

In general, there are two (2) required guest payments: an initial payment or “deposit;” and a final payment or “balance due.”

5.1 Initial Payment or “Deposit:” The initial payment or “deposit” is required to be paid during the booking/reservation process. The required initial payment or “deposit” is generally twenty-five (25) per cent of the total booking/reservation charges and must be paid by a major credit card. However, any booking/reservation made less than sixty (60) days prior to the guest(s) confirmed arrival date will require payment in full by a major credit card.

5.2 Final Payment or “Balance Due:” The final payment or “balance due” payment is required to be paid sixty (60) days prior to the guest(s) confirmed arrival date. The required final payment or “balance due” is generally the total booking charges less the initial payment or “deposit.” Final payment or “balance due” payment(s) are required to be paid by personal check, cashier or bank check, or money order and are to be made payable to Marco Island Vacation Properties, Inc. and forwarded to 847 North Collier Boulevard, Marco Island, FL 34145.

6.0 PAYMENT METHODS

In general, guest payments may be paid by personal checks, cashier or bank checks, money order, or major credit cards. However, credit card payments will not be accepted for final payment.

Although domestic and international wire transfers are an acceptable method of payment for both an initial payment or “deposit”, and a final payment or “balance due,” financial institution fees and charges may apply, and any fees and/or charges will be assessed to, and paid by the registered guest. To arrange payment via wire transfer, please contact the assigned Marco Island Vacation Properties® rental agent to obtain wire transfer instructions.

7.0 CANCELLATIONS

In general, any confirmed reservation may be cancelled by the registered guest subject to the following terms and conditions. All guest requests to cancel a reservation (confirmation) must be in writing and sent to the assigned Marco Island Vacation Properties® rental agent by electronic mail (email); delivery by the United States Postal Service; delivery by a qualified courier service; or delivery by hand. All delivery methods must include proof of delivery. Any guest cancellation request for a confirmed reservation properly sent by the registered guest and received by Marco Island Vacation Properties® will be processed as a “cancelled booking/reservation,” and a \$250.00 cancellation fee will be charged and deducted from the guest payments.

7.1 Guest Cancellation Requested More Than Sixty (60) Days of Confirmed Arrival Date: Any guest requested cancellation of a confirmed reservation, properly sent by the registered guest and received by Marco Island Vacation Properties®, more than sixty (60) days prior to the confirmed guest arrival date will be processed as a “cancelled booking/reservation” and a \$250.00 cancellation fee will be charged and deducted from the total guest payments. The difference between the cancellation fee of \$250.00 and the total guest payments, will be refunded to the respective guest by check from Marco Island Vacation Properties® within fifteen (15) days after the confirmed reservation is cancelled.

7.2 Guest Cancellation Requested Less Than Sixty (60) Days of Confirmed Arrival Date: Any guest requested cancellation of a confirmed reservation, properly sent by the registered guest and received by Marco Island Vacation Properties®, less than sixty (60) days prior to the confirmed guest arrival date will be processed as a “cancelled booking/reservation”, and all guest payments paid to Marco Island Vacation Properties® will be retained by Marco Island Vacation Properties® subject to re-booking the reserved home or condominium unit for all or part of the confirmed guest arrival and departure dates. Any monies received from re-booking the reserved home or condominium unit for all or part of the confirmed guest arrival and departure dates will be credited toward the total guest payments, less the cancellation fee of \$250.00. The difference between the total guest payments, and the monies received from the re-booking(s), less the cancellation fee, will be refunded to the respective guest by check from Marco Island Vacation Properties® within fifteen (15) days after the respective home or condominium unit is rebooked.

8.0 ARRIVAL/DEPARTURE DATES AND CHECK-IN/CHECK-OUT TIMES

8.1 Arrival Date/Check-in Time: The arrival date and check-in time is stated within the guest “Confirmation” which is generated and forwarded to each guest once the booking/reservation is confirmed. Check-in times are specific to the type of rental property reserved which include “home” rentals or “condominium” rentals. The check-in time for “home” rentals is 4:00 PM eastern standard time, and the check-in time for “condominium” rentals is 3:00 PM eastern standard time. Although check-in times are confirmed, the respective check-in time is not guaranteed and may be delayed as a result of unforeseen events.

8.2 Departure Date/Check-Out Time: The departure date and check-out time is stated within the guest “Confirmation” which is generated and forwarded to each guest once the booking/reservation is confirmed. “Check-out” times are universal for both “home” rentals and “condominium” rentals, whereby the check-out time is 10:00 AM eastern standard time on the confirmed departure date.

9.0 ALTERNATIVE/COMPARABLE ACCOMMODATIONS

It is possible that a reserved vacation rental home or condominium unit may not be available or occupiable for reasons beyond the control of Marco Island Vacation Properties®. Should a reserved vacation rental home or condominium unit be unavailable prior to guest occupancy or not occupiable during a guests’ stay, attempts by Marco Island Vacation Properties® will be conducted to provide alternative comparable accommodations suitable and acceptable to the guest.

Nevertheless, any alternative, comparable accommodation will be construed to waive any liability by the respective guest against Marco Island Vacation Properties® for breach of the rental agreement. Further any refund to the guest by Marco Island Vacation Properties® will operate as a mutual release of any and all claims by the parties to the rental agreement.

9.1 Not Available or Occupiable Prior to Guest Occupancy: If alternative, comparable accommodations are either not available or not suitable to the guest, and the reserved vacation rental home or condominium unit has not

been occupied by the guest, a refund of the total guest payments will be processed and returned to the guest by check within fifteen (15) days.

9.2 Not Available Or Occupiable During Guest Occupancy: Similarly, if alternative, comparable accommodations are either not available or not suitable to the guest, and the reserved vacation rental home or condominium unit has been occupied by the guest and determined to be uninhabitable by the City of Marco Island Health Officials, a pro-rated refund for the unoccupied days will be processed and returned to the guest by check within forty-five (45) days.

10.0 COUNTY/CITY CODES AND VACATION RENTAL PROPERTIES

Collier County and the City of Marco Island has adopted ordinances designed to protect the health, safety, and welfare of both its residents and visitors. The following ordinances are enforced by the respective Code Enforcement Units and some or all may apply to vacation rental properties. Those ordinances are strictly enforced by the Marco Island Police Department, and any violations thereof, may be subject to a fine or fines.

10.1 Trash Collection and Recycling Services: Trash will be collected from vacation rental homes on Mondays and Thursdays between 6:00 AM and 6:00 PM and recyclable items will be collected from vacation rental homes on Thursdays between 6:00 AM and 6:00 PM. Containers for both trash and recyclables are required to be placed on the curb of the respective vacation rental home after 6:00 PM on the day prior to the scheduled collection day and containers for both trash and recyclables must be removed by 7:00 PM on the collection day. Vacation rental condominium units typically include designated areas for both trash and recyclables either within the respective building or outside the respective building.

10.2 Noise Ordinance and Vacation Rental Properties: While on vacation it is expected that there may be music playing, laughter, and shouting. However, during the hours of 10:00 PM and 7:00 AM, the city noise ordinance prohibits excessive and unnecessary noise by loud music playing, yelling, shouting, animals or machinery.

10.3 Vehicle Parking and Public Right-Of-Way Obstructions: Public right-of-ways include sidewalks, swales, and the street in front of privately owned homes. Vehicles are prohibited from parking on or across sidewalks or on unpaved surfaces (including swales and vacant lots) and must not obstruct motorist or pedestrian views. Overnight parking within any public right-of-way is likewise prohibited.

10.4 Sea Turtle Protection: The City of Marco Island has established and adopted an Ordinance (Ordinance 01-35) to enhance the protection of threatened and endangered sea turtles that nest along the beaches of Marco Island. The respective Ordinance provides safeguarding the sea turtles from sources of artificial light, and prohibiting the injury or harassment of adult sea turtles, hatchlings, nests and eggs. Compliance with respect to artificial beach front lighting include the following:

- All exterior lights shall be turned off after 9:00 p.m. between May 1 and October 31.
- Window treatments such as blinds or curtains shall be used to prevent interior light from emanating outside.
- Lighting sources such as lamps located near windows, must be turned off after 9:00 p.m.

10.5 Boats, Trailers and Recreational Vehicles (RV's): Boats, personal watercraft, (wave runners) and all types of trailers are not permitted to be stored in public view at or on any vacation rental property or undeveloped (vacant) lot or property. Recreational vehicles (RV's) may be temporarily parked on the driveway at the vacation rental home for no longer than twenty-four (24) hours, and only for the purpose of loading, unloading or cleaning the recreational vehicle. However, temporary parking permits are issued by the City of Marco Island and may be

obtained for upwards of seven (7) days. The temporary parking permit must be placed within the vehicle and must be clearly displayed.

11.0 ACCESS BY OTHERS TO VACATION RENTAL PROPERTIES

Access to reserved vacation rental homes or condominium units by others may be required during the guest stay for both scheduled and unscheduled events, and access to the reserved vacation rental home or condominium unit must be granted by the guest(s). Events which will require access by others to reserved vacation rental homes or condominium units, include but are not limited to, pool/spa maintenance, pest control services, heating/ventilation/air conditioning (HVAC) services, routine maintenance or emergency repairs, and any real estate sales related services. Should any access to reserved vacation rental homes or condominium units be required during a guest stay, advance notice to the guests will be attempted by a Marco Island Vacation Properties® Guest Relations Representative. However, if the attempt to notify the guest is not successful, access to the vacation rental property by others will be authorized and allowed by Marco Island Vacation Properties®.

12.0 REPAIRS, AND DAMAGE TO VACATION RENTAL PROPERTIES

12.1 Repairs: Although each vacation rental home and condominium unit is inspected prior to guest arrivals, there may be items that could require attention during guest occupancy. If any item(s) that may require repair are discovered during guest occupancy, the guest is required to promptly contact the assigned Marco Island Vacation Properties® Guest Relations Representative.

12.2 Damage: Any damage to the vacation rental home or condominium unit occasioned by, observed by, or witnessed by the registered guest, their named occupants, or others, whether accidental or otherwise, must be reported immediately to the assigned Marco Island Vacation Properties® Guest Relations Representative.

13.0 OCCUPANTS, OCCUPANCY, AND SUBLETTING VACATION RENTAL PROPERTIES

Each registered guest and any occupant(s) are required to be identified by name during the booking/reservation confirmation process. The confirmation will state the maximum number of occupants authorized to occupy the vacation rental home or condominium unit pursuant to City, County, and State ordinances. Occupancy of the reserved vacation home or condominium unit is limited to the registered guest and the named individuals only, and occupancy by others or subletting is strictly prohibited and will be construed to be a breach of this agreement.

14.0 SMOKE FREE VACATION RENTAL PROPERTIES

All vacation rental homes and condominium units represented by Marco Island Vacation Properties® are smoke-free, and, as such, smoking within any home or condominium unit is not permitted and prohibited and will be construed to be a breach of this agreement. Smoking outside the home or condominium unit is only permitted if all doors and windows within the smoking area are closed. Any smoke odor detected within a rental home or condominium unit during guest occupancy or upon guest departure will be professionally mitigated. The price for the mitigation service and/or related services will be charged to the registered guest.

15.0 FURNITURE, FURNISHINGS, APPLIANCES, AND OTHER ITEMS WITHIN VACATION RENTAL PROPERTIES

All vacation rental homes or condominium units are privately owned, and, as such, are furnished by, and used by, the respective rental property owners. Therefore, guests are not permitted to relocate any furniture, furnishings, appliances, and/or other items located throughout the vacation rental home or condominium. Further, any

television/cable remote control devices or ceiling fan remote control devices must be returned to the room or rooms where they were originally found.

16.0 HOUSEKEEPING/CLEANING SERVICES AND VACATION RENTAL PROPERTIES

All vacation rental homes and condominium units are professionally cleaned prior to the confirmed guest arrival day and check-in time. However, throughout the guest stay, the vacation rental home or condominium unit is required to be cleaned and kept tidy by the guest(s). To assist our guest with this requirement, housekeeping/cleaning services may be arranged through Marco Island Vacation Properties® at an additional charge.

17.0 CONDOMINIUM ASSOCIATION RULES AND REGULATIONS

Condominium unit vacation rentals are subject to the rules and regulations established by each condominium association. Although most condominium association rules and regulations are similar in general, condominium association rules and/or regulations are specific to the respective condominium association. The specific condominium association rules and regulations will be provided to the guest by the assigned Marco Island Vacation Properties® rental agent during the booking/reservation/confirmation process. The respective rules and regulations are not only required to be read, signed, and dated by the guest, but must be followed by the registered guest and the named occupants.

18.0 HOLD HARMLESS, INDEMNITY, AND RELEASE

Guest agrees that, in consideration for the use and occupancy of the respective rental home or condominium unit and the terms and conditions of the Vacation Property Rental Agreement, (a) neither Marco Island Vacation Properties® nor any of its employees, agents, officers, directors, shareholders or other representatives shall be responsible at any time and in any way for any loss, damage, injury or death to guest and/or others in connection with the use and/or occupancy of the respective vacation rental home or condominium unit whatsoever and (b) guest, its successors, representatives, and/or assigns hereby releases and discharges forever Marco Island Vacation Properties® and their employees, agents, officers, directors, shareholders or other representatives and indemnifies and holds harmless same from and against any and all liability in connection with or arising from any loss, injury or death of any person, and/or damage to any property whatsoever.

ACKNOWLEDGMENT

I have read the aforementioned Terms and Conditions incorporated into this titled "Vacation Property Rental Agreement", and I understand same. By my signature below, I acknowledge that all information provided by me with respect to the Vacation Rental Property Reservation is true and correct, and, I agree to abide by the respective terms and conditions stated within this Vacation Property Rental Agreement. Further, I understand that if any information provided by me is deemed to be not true or correct or if any terms and/or conditions within this Vacation Property Rental Agreement not be complied with by me and/or the named occupants I will be in violation of this respective Agreement which will result in among other remedies, loss of all payments made hereunder.

X _____
Guest Name

_____/_____/_____
Date