

VACATION RENTAL AGREEMENT

This agreement constitutes a contract between the Guest(s) and Kirk Nankivell (31536 Avenue F, Big Pine Key, FL 33043) acting as Agent. This rental agreement is entered into by and between the renter, hereinafter referred to as "Guest", and Kirk Nankivell hereinafter referred to as "Agent". Please read this Vacation Rental Lease Agreement thoroughly. Any monies received by Agent for occupancy of vacation property indicate the acceptance of the terms and conditions of this Vacation Rental Lease Agreement. It is the responsibility of the Guest(s) to be familiar with all policies within this agreement.

1. Reservation Requirements - Reservations are not considered "guaranteed" until a signed rental lease agreement and 100% of payment to reserve the stay has been received by Agent. For reservations 3 months or longer or as deemed by Agent, reservation payment in full per Payment Schedule must be received by Agent 30 days or more prior to Guest arrival, or the reservation may be subject to cancellation without refund.

2. Accepted Forms of Payment - Any US-issued and most non-US issued magstripe or chip cards bearing a Visa, MasterCard, American Express, Discover, JCB, UnionPay logo, Traveler's and Cashier's Checks, PayPal, Bitcoin, Cash. Personal Checks may be accepted 21 days or more prior to arrival.

3. Cancellations - Guest to send confirmation of cancellation in writing either in email or text to Agent. Agent will timely confirm acceptance of the cancellation relative to the period in which cancellation was requested to their check-in date and the appropriate refund schedule as shown below:

- 100% refund if you cancel within 48 hours of booking or 8 weeks or greater before check-in
- 50% refund if you cancel at least 8 weeks before check-in
- 25% refund if you cancel at least 4 weeks before check-in
- 0% refund if you cancel less than 4 weeks before check-in

If Agent is able to re-book the dates during the canceled stay, Agent will work with Guest to adjust booking to a future date agreed upon by both parties.

4. Refundable Damage Deposit - A Refundable Damage Deposit is required upon booking. Agent accepts payment noted in Section 2. Accepted Forms of Payment. This security deposit is equal to one month's rent unless revised by Agent. It will be returned within 15 days of the departure date, provided proper check-out procedures are followed and no damage on the premises.

5. Confirmation of Reservation(s) - Confirmation of the reservation will be emailed to Guest(s) upon receipt of the reservation and payment. Guest(s) may also print confirmation from Agent's website after signing and returning the Vacation Rental Lease Agreement. Please read the confirmation for accuracy of dates, mailing address, number of adults and/or children and accommodations. Any errors must be directed to Agent immediately.

6. Refund Policy - Agent cannot guarantee against mechanical failure of heating, TVs, Cable, WiFi, or other appliances. Please report any inoperative equipment to Agent immediately. Agent will make every reasonable effort to have repairs done quickly and efficiently. No refunds or rent reductions will be made due to failure of appliances or equipment. No refunds for early departures (less days than reserved). No refunds will be given for delayed arrival. No refunds for reducing the number of nights reserved.

7. Acts of God - Agent shall NOT be liable for events beyond their control which may interfere with Guest(s) occupancy, including but not limited to Acts of God, acts of governmental agencies, fire, strikes, war, or inclement weather. NO REBATE OR REFUND will be offered in these circumstances.

8. Age Requirements - Guests under the age of 21 unaccompanied by a parent or legal guardian will not be permitted to register and will lose all funds paid to Agent. Any reservations made under false pretenses will result in loss of advance payments and possible removal of guest from rental unit. No house parties! Violations of this will result in immediate eviction with no refund of any monies. The agent reserves the right to refuse service to anyone.

9. Cleaning Fee - All reservations are subject to a cleaning fee plus applicable taxes. The Guest shall, at their expense, and throughout the period of the rental, keep the property in a state of cleanliness and in good condition and repair. Please leave the premise in a reasonable and tidy condition and do not make up beds that have been used. For extended stay guests, additional cleaning (daily, weekly, etc.) can be facilitated upon request and authorization of Agent.

10. Check-In / Check-Out Times - **CHECK-IN TIME is after 3:00 PM.** Agent will use reasonable efforts to have the rental property ready for Guest(s) occupancy at check-in time, but Agent cannot guarantee the exact time of occupancy. **CHECK-OUT TIME is before 11:00 AM.** Check-out is strictly enforced so that Agent has adequate time to prepare the property for the next reservation. Guests that do not vacate the rental property by 11:00 AM without the consent of the Agent are subject to a fee equal to one (1) rental day.

11. Maximum Occupancy - At all times, the maximum occupancy for this property is six (6) humans regardless of age that are allowed to sleep at the premises. If you bring in extra guests to sleep at the premises without prior approval, they will be asked to vacate the property. You may have your own guests visit you throughout your stay at any time. Any security deposits and all rent will be subject to forfeiture.

12. Furnishings and Linens - Furnishings are subject to change without notice from pictures shown on the website or affiliated online channels. Furniture, bedding, mattress pads, utensils or any other property supplied by Agent within the rental property must not be taken out. Loss of these items, as well as damage to the property or furnishings in excess of normal wear will be charged to the Guest(s). A basic supply of linen is provided for Guest(s) in this property. Bed linen and bath towels are not changed during your stay. You can utilize the washing and drying machine on premise at your convenience.

13. Restrictions - You acknowledge that NO SMOKING or DRUGS and NO PETS are allowed in or on the premises unless Agent has expressly authorized such use.

14. Locked Areas - Guest(s) will not be provided any keys to the premise as noted in Section 10. Locked Areas are solely for use by the Agent and it's cleaning crew. Any attempt to enter locked areas is cause for immediate termination of this agreement, forfeiture of all monies paid, and Guest will be liable for any damage and/or missing items.

15. Lost and Found - Agent will NOT be responsible for Guest(s) personal property left behind or lost during stay. If we are able to find an item left behind, we are willing to ship it to the registered guest upon request. Shipping charges will be charged to the guest.

16. Listings and Pricing - Information regarding this listing is believed accurate, but cannot be guaranteed. We have made every effort to ensure that all the information on Agent's website(s) and associated online channels (VRBO, FlipKey, etc.) is current and accurate. Rates, furnishings, fees, and taxes are subject to change without notice.

17. Lease Duration - The lease duration is noted per the booking information Agent provides to Guest(s). Booking terms will be subject to the agreed upon quote for the duration of the monthly rental period with applicable fees and taxes applied. Month to month rental durations are subject to each lease and noted below in the Lease Terms. All month to month rentals require notification of continued stay with 6 weeks advance notice to Agent.

18. Background Check - Guest(s) agrees to Agent performing a background check as required for long term rental stays per Agent's sole discretion.

19. Indemnification and Hold Harmless - Guest(s) agree to indemnify and hold harmless the Agent for any liabilities, theft, damage, cost or expense whatsoever arising from or related to any claim or litigation which may arise out of or in connection with Guest(s) use and occupancy of the rental property including but not limited to any claim or liability for personal injury or damage or theft of property which is made, incurred or sustained by Guest(s).

20. Violation of Agreement - If Guest(s) violates any of the conditions of this Agreement, Agent may terminate this Agreement and enter premises. Upon notice of termination of this Agreement, Guest(s) shall vacate the Premises immediately and forfeit all rents and security deposits.

21. Acknowledgment - Guest acknowledges that at commencement of the rental, the property is in great condition and any problems, material conditions, issues, defects, etc. must be reported to Agent on the first day of the rental. Guest agrees to pay all rent and charges related to property rental. Guest accepts all terms of the lease agreement and accepts all liability for rent and charges related to property rental, as well as any damage beyond normal wear and tear during the term of my lease with Agent.