

Upon the terms and conditions herein stated, this Seasonal Rental Agreement ("Agreement") is entered into between Wilbert Fairless ("Owner") of "Casita del Sol" and the "Guest."

CHECK – IN: You'll receive a check-in time that allows time freshly prepare for your stay. It's generally 4 p.m. on your arrival date.

Upon checking in, please ensure that the property is cleaned and in good condition. Immediately notify Owner of any damage to ensure you are not charged upon departure. An early arrival may be arranged, pending other reservations and the housekeeping schedule. Please contact us prior to your arrival to make these arrangements. Unless you have specifically arranged for an early arrival time, please do not arrive at the property before your scheduled check in time.

In the event of a problem getting in the vacation rental or if there are problems with condition or functionality of the vacation rental, please immediately contact the Owner at 248-410-6994 or 313-595-3521. If it is after office hours, we will make every effort to return your call as soon as possible.

CHECK – OUT: Check-out is at 12 p.m. on your departure date. Your prompt departure is appreciated so we can prepare the vacation rental for any incoming guests. A late departure may be arranged, pending other reservations and the housekeeping schedule. If you have not arranged for a late check out, you may be charged a fee for each hour beyond your late check out time if you are still on property. If the property has not been vacated by 7 p.m., a fee equal to the rental rate of one day may be assessed.

Check out procedure:

- take the garbage & recycling out to the bins
- put all dirty dishes in the dishwasher and start the cycle
- return any keys to the kitchen "junk drawer" and/or lockbox
- turn off all lights
- pick up, bag, and place any pet waste in the outside garbage can
- return all furniture to original location
- lock all windows and doors
- Contact us if any items from the inventory list went missing or were broken during your stay

Occupancy Limit: All guests over the age of 1 are counted towards the 7 person maximum. Any party falsely representing the number of people in the property, or exceeding the maximum may be subject to immediate termination of this rental agreement without refund. Due to these limitations, NO special events of any kind are

allowed. This includes but is not limited to weddings, receptions, vow renewals, reunions, birthday parties, anniversary parties, or any large gatherings.

Inventory: The property is inventoried upon each guest's departure. Any missing and/or damaged items (replacement cost) will be deducted from your deposit. Any missing and/or damaged items that exceed your deposit will be billed to the credit card you used for payment.

Access & Keys: When all funds have been collected and rental agreement including damage waiver has been received, access instructions will be provided via email 24 hours prior to arrival.

Cancelations: (a) Guest may have 24 hours after booking to cancel with no penalties. (b) Owner reserves the right to cancel bookings within 24 hours of reservation. (c) If the Property becomes unavailable to the Guest prior to occupancy, Owner agrees to refund the full amount paid to the date of cancelation, and Guest agrees to release any claims against Owner. (d) Unless otherwise noted through specified VRBO or AirBnB policy for reservation: If the Guest cancels this Agreement more than 60 days from the Arrival Date, Guest will receive a refund of amounts paid, less a cancelation fee of 10% of the base rent amount or \$250, whichever is less. For Guest cancelations made 59 days or less, all monies are forfeited unless Owner is able to re-rent the Property under the same (or better) terms and conditions of this Agreement, for the full Term reserved. If the Property is re-rented under the same (or better) terms and conditions than this Agreement, Owner will refund amounts paid, less a Cancelation Fee of 20% of the base rent amount or \$500, whichever is less. There are no cancelations permitted within 30 days of Guest Arrival Date. All amounts paid (except cleaning and pet fees) will be forfeited. (e) Failure to pay the Final Payment within 48 hours of reservation will be considered a cancelation under this sub paragraph and will result in forfeiture of the Reservation.

Damage Repair: Any intentional damage, theft, unauthorized pets, extensive cleaning required at check-out, smoking, exceeding occupancy limits, and any other charges/policies in Rental Policies and Rental Agreement including any fines imposed on Owner by the City, County, or State as the result of violation of any law, ordinance, rule or regulation or any fines or cost levied against Guest or visitors of Guest, to the Rental Property and its contents. Guest will be notified of any Excess Damage Costs in writing.

Missing Items: Owner is not responsible for any lost or stolen items, theft, vandalism, mysterious disappearance or any other claim on Guest's personal property. Guest agrees

to defend, indemnify and hold Owner harmless from any and all liability, claims, loss or expenses related to Guests personal property.

Indemnification and Insurance: Guest agrees to indemnify and hold harmless Owner of the Property against all loss, damage, expense, and penalty arising from any action of the Guest or visitors of the Guest which causes injury or death to any person or damage to any property. Guest is strongly encouraged to secure the appropriate travelers or vacation insurance and/or renter's insurance.

Liability and Damage: Guest agrees to defend, indemnify and hold Owner harmless from any and all liability, claims, loss, property damage or expenses, arising by reason of any injury, death or damage sustained by any person, or to the property of any person, in or on the Property during the Term of this Agreement, including Guest, additional invitees or visitors of Guest.

Casualty or Destruction: (a) Should the Property be destroyed or rendered uninhabitable by an Act of God (including, but not limited to, hurricanes, storms, floods or fires), or by environmental disaster, loss of utilities or otherwise prior to occupancy by Guest, this Agreement shall become null and void, and all payments made hereunder shall be refunded to Guest. (b) Should the Property be destroyed or rendered uninhabitable as above during occupancy, reimbursement on a pro-rated basis will be negotiated between Guest and Owner based on the following: No refund is due (or will be made) for bad weather. It is recommended that Travel or Vacation Insurance be obtained by Guest. Guest and parties listed above must comply with any mandatory evacuation order.

Cleaning: The property will be inspected and cleaned before your arrival and after your departure. Guest is required to leave the property in the same general condition that it was received in.

Repairs and Maintenance: Upon check-in, please report any repair and maintenance issues to the Owner to avoid being charged upon check out. Guest is liable for any and all repair and maintenance expenses directly related to the negligent act of Guest or any of Guest's invitees.

Pets: All pets must be pre-approved by Owner prior to receipt of final payment and must be current on vaccinations. Any Guests who bring unauthorized pets will be charged a \$250 fee per pet. Any guests who bring authorized pets and do not appropriately clean up their waste will be charged a \$50 cleaning fee.

Loss / Replacement of Key(s): All keys must be returned upon checkout. There will be a charge of \$25 for lost or unreturned keys.

Smoking: Smoking is strictly forbidden inside the Property and a \$500 fee plus the cost of remediation will be charged to your account if evidence of smoking is found inside the Property. Smoking can be done anywhere outside as long as all exterior doors and windows are closed. This includes e-cigarettes.

Cause for Eviction: The Guest and all parties with the Guest will be subject to immediate eviction from the Property if the Guest or parties of the Guest violate any terms of this Agreement, including but not limited to, violation of the occupancy limits, pet provision, or smoking. In the event of eviction from the Property, the Guest shall forfeit all amounts paid and there will be no refund of money.

Hot Tub/Spa: Use of the hot tub is at your own risk. All guests assume the risks of use and waive the right to file suit against the Owner for any loss, damage, injury or liability that should occur. No diving is allowed. The guest assumes all responsibility for themselves and anyone that they allow to be in the hot tub area. There is no barrier around the hot tub, so children should be monitored when outside at all times. There is no lifeguard. Please be careful when entering or exiting.

Cameras: Exterior security cameras are actively recording for the safety of our guests and property. They are pointed at the front and back doors. None of the cameras face the interior of the home and there are absolutely no cameras inside of the home. Tampering with cameras is grounds for early termination of reservation with no refunds.

Parking: The driveway has space for up to 2 vehicles. Overnight street parking is not permitted.

Furnishings: Owner's vacation rental is individually and privately owned. Guest is responsible for taking good care of the furniture and appliances. Please do not rearrange the furniture in the unit, or take any interior decorations outside. Amenities such as bicycles, portable crib, highchair, and hair dryer are provided for the Guest's comfort but Owner is not liable for any injuries caused as a result of using any supplied amenities. Use of all furnishings and amenities are at your own risk. All guests assume the risks of use and waive the right to file suit against the Owner for any loss, damage, injury or liability that should occur. Owner expects Guest to inspect all items before use to ensure they meet safety standards, especially with regard to baby items, the propane grill, and electrical items.

Utilities: Owner pays electricity, water, internet, and garbage. The Guest is expected to use reasonable judgement for electricity and water usage.

Attorney's Fees and Costs: If Owner employs the services of an attorney to enforce any conditions of this Agreement, to collect any amounts due, the eviction of the Guest, or because Guest takes any action to recover deposits not due, Guest shall be liable to Owner for reasonable attorney's fees and costs incurred by Owner, if Owner prevails in such action.

Short-Term Rental: It is expressly understood and agreed that this is a short-term vacation rental, and is not a lease or other long-term residential tenancy agreement. This Agreement is only for the licensed use of the Property for the stated Term. It creates no property rights to Guest and no rights to renewal or for recurring usage.

Falsified Reservations: Any reservation obtained under false pretense will be subject to forfeiture of Reservation Deposit and Final Balance, if paid, and such party will NOT be permitted to check in and/or will be subject to immediate eviction with the forfeiture of all amounts paid.

Assignment: This Agreement or any rights hereunder, may NOT be assigned (in whole or in part) by Guest.

Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the county health department.

General Terms: This Agreement is made in, and shall be governed solely by the laws of, the State of Florida and Florida Statutes. If any section, clause, paragraph or term of this Agreement is held or determined to be void, invalid or unenforceable, for any reason, all other terms, clauses or paragraphs herein shall be severed and remain in force and effect.