

Thank you for choosing Florida Spirit Vacation Homes for your upcoming stay! Now that you have made your reservation, please review and sign the following reservation agreement and terms and conditions. This agreement constitutes a contract between the guest(s) and Florida Spirit Vacation Homes. Please read this Rental Agreement and Terms and Conditions thoroughly. Florida Spirit will not release your final confirmation or access details to your vacation home without a signed reservation agreement.

An inherent risk of exposure to COVID-19 exists in any public place where people are present. COVID-19 is an extremely contagious disease that can lead to severe illness and death. By visiting a Florida Spirit Vacation Home, you can voluntarily assume all risks related to exposure to COVID-19 and release Florida Spirit Vacation Homes from any and all liability.

Should you have any questions, you may contact our office at any time via email at rentals@floridaspirit.com or you may call 407.396.4441 for assistance.

FLORIDA SPIRIT RENTER'S RESPONSIBILITIES

Exceeding the maximum occupancy at a property will result in eviction from the property with no refund! Guests are never permitted to host a party or event at the properties. The maximum number of people at the home may not exceed 2 guests per bedroom.

Departure time is 10 a.m. Failure to leave at the designated time will result in an automatic \$175 late departure charge.

Guests are responsible for replenishing their own additional paper products during their vacation stay (i.e. paper towels, trash bags, toilet paper).

Prior to departure, all cookware and dishes must be properly washed and put away in cupboards.

Towels in the home are provided by Florida Spirit for your use and enjoyment. If any towels in the home are damaged due to stains stemming from make-up, greasy self-tanners, hair dyes, bodily fluids, etc. You will be charged for the towel damages.

Guests are responsible for picking up and bagging all trash in the home, failure to comply with our trash policy will result in an additional charge to your account.

It is the guests' responsibility to fully read and comprehend the rental agreement and be entirely compliant with all rules, regulations, and policies of Florida Spirit as outlined in the rental contract.

TERMS AND CONDITIONS

These Terms and Conditions are incorporated into and made a part of the Rental Agreement entered into between GUEST and FLORIDA SPIRIT PROPERTY MANAGEMENT SERVICES, INC. (hereinafter "Florida Spirit").

0. COVID-19. The initial deposit due at the time of booking is non-refundable unless Central Florida has a travel ban at the time of your reservation. In such instances, the reservation will be refunded in full including any non-refundable fees charged by Florida Spirit.

1. Reservation Confirmation. Reservations are not confirmed or considered "guaranteed" until a signed rental agreement and initial payment are received by Florida Spirit. Reservations will require a \$500 initial payment if booked more than 30 days before arrival. This \$500 deposit amount excludes all guests who are charged a service fee through third-party booking sites such as HomeAway, VRBO, Airbnb, Booking.Com, Flipkey, etc. Any reservation booked less than 30 days from arrival will require payment in full but will not be confirmed or considered "guaranteed" until a signed rental agreement is also received by Florida Spirit.

2. Cancellations. Cancellations may only be made in writing by sending an email to rentals@floridaspirit.com, and are effective only upon receipt by Florida Spirit. It is the responsibility of the Guest to retain the proof of any such cancellation. Any cancellations received 31 days or more prior to the Guest's arrival date are refundable, except for a \$500.00 deposit. No refunds will be issued to any Guest that cancels a reservation within 30 days of the arrival date. A Guest's reservation will automatically be canceled if payment is not made in full 30 days prior to arrival or if a rental agreement has not been signed and received by Florida Spirit. This cancellation policy can vary with third-party booking sites, including but not limited to VRBO and Airbnb, as their cancellation policies differ. Due to Florida Spirit Vacation Homes listing our available rental properties on their websites, we agree to all cancellation terms and conditions of these websites. The cancellation policies of these websites are NOT applicable to any

reservation booked directly through the Florida Spirit Vacation Homes website. The cancellation policies for eligible sites are listed directly through the chosen booking channel.

3. Nature of Use. Guest is hereby granted a license to use the Premises. Guest acknowledges and agrees that no form of tenancy has been created pursuant to Chapter 83, Florida Statutes through Guest's use of the Premises.

4. Payment. All reservations booked more than 30 days from arrival will require an initial \$500 payment toward the full balance of the reservation. This \$500 deposit amount excludes all guests who are charged a service fee through third-party booking sites such as Homeaway, VRBO, Airbnb, Booking.Com, Flipkey, etc. All payments must be made by a credit card in the reservation holder's name and the splitting of payments is not permitted. Florida Spirit must receive payment in full for the Guest's use of the Premises at the agreed-upon rate not later than 30 days prior to the Guest's arrival. If payment has not been made 30 days prior to the arrival date, Florida Spirit will automatically charge the credit card on file. If any reservation is made within 30 days of the Guest's arrival date, Guest must make payment in full at the time such reservation is made. Florida Spirit will not confirm any reservation within 30 days of the arrival date for such reservation unless payment in full has been received and the rental agreement has been signed.

5. Age Requirement. Guests under the age of 25 unaccompanied by a parent or legal guardian will not be permitted to rent or occupy any vacation rental home from Florida Spirit. Any reservations made under false pretenses will result in loss of advance payments and removal from the premises.

6. Reservation Changes. If Guest decides to change the property that was originally reserved a \$50.00 non-refundable fee plus taxes will be applied and must be paid on the day a new home is selected. The Guest can change the dates of stay without fee only if the property remains the same and it is within the same month. Only one reservation change will be allowed regardless if it is a change to the property or the dates of stay. Any changes must be made more than 30 days from arrival. No changes will be allowed within 30 days from arrival.

7. Agency of Florida Spirit. Guest acknowledges and agrees that Florida Spirit acts as agent on behalf of the owner of the subject vacation property (the "Premises") for the purpose of reserving, renting and managing the use of the Premises.

8. Prohibited Uses. Only Guest and persons identified in the Rental Agreement as a Guest party may use or occupy any part of the Premises. Guests may not invite other persons to make use of the Premises or the amenities related to such Premises for any reason whatsoever. No parties or events of any kind or any unlawful activities are allowed in the home. You and all confirmed guests must abide by all county and/or community noise ordinances and orders. If the police are called to the home, you may be evicted without a refund. Smoking is not permitted in any part of the Premises. Failure to comply with Florida Spirit's non-smoking policy will result in a \$75 charge to the credit card on file. Grills should only be used on the lawn outside of the pool screen, and not inside any other part of the Premises including, without limitation, inside the house, in the garage, or on the pool deck. Guests are solely responsible for using appropriate safety precautions in using grills on the Premises and shall be liable for all damage resulting from the misuse of any grill. Parents are solely responsible for supervising their children on the Premises, including the pool, if applicable. Adult supervision is required at all times when children are using the pool. Renters must be 25 years of age and hold a major credit card (not a debit card) in their name.

9. Pets. Guest acknowledges that NO PETS or animals of any nature are permitted on the Premises unless the reservation and Florida Spirit have expressly authorized such use. Some homes are Pet Friendly (DOGS ONLY, maximum 2) and require a non-refundable Pet Fee of \$150.00 and \$250 Refundable Pet Deposit that is refunded after departure if there are no damages caused from the pet. If pets or animals are found to be occupying the Premises without authorization, Guest will be subject to all other rights and remedies of Florida Spirit for violation of these Terms and Conditions, and in addition, a \$500 cleaning fee will be charged to the credit card on file.

10. Check-In/Check Out. Check-in at the home is after 4:00 p.m. and check-out from the home is before 10:00 a.m. Use the last four digits of your BOOKING (BKG) number to access your home during your stay dates. Guest may proceed directly to the Premises for check-in. Guests are requested to lock the home behind them on the day of

departure. Failure to depart by 10:00 am may result in a \$75.00 charge to the credit card on file.

11. Right to Refuse Occupancy and Removal of Guest. If Guest violates the terms and conditions of occupancy of the Premises, including without limitation, failure to pay rent as agreed with Florida Spirit, failure to check out of the Premises at the time set forth herein (or if such time is extended at Florida Spirit's sole option, at the time otherwise agreed to by Guest and Florida Spirit in writing), causing damage to the Premises, or engaging in a prohibited use of the Premises, and Guest fails to pay for, or vacate the Premises upon written or oral request by Florida Spirit, Guest may be summarily removed with the assistance of a Florida law enforcement officer in compliance with Section 509.141(4), Florida Statutes. In addition, in the case of a large unpaid bill for rental of the Premises where Florida Spirit reasonably determines that such an unpaid bill may not be paid by Guest, Florida Spirit may elect, in addition to all other remedies available to Florida Spirit, to lock Guest out of the Premises until payment arrangements are made in accordance with Section 509.401, Florida Statutes. In the event a guest fails to depart from the home on time at 10:00 am, forcing Florida Spirit not to be able to clean and prepare the home for the next arriving guest that day and having to move that guest to another home, the departing guest agrees to pay damages and cost incurred by Florida Spirit. Florida Spirit reserves the right to refuse service to any guest for any reason, provided, however, that such refusal shall not be based on race, creed, color, sex, physical disability or national origin.

12. Comparable Premises and Force Majeure. Unforeseeable circumstances may arise which make it impossible or impractical for Florida Spirit to provide the anticipated accommodations to Guest. Such circumstances may include, but not be limited to, scheduling problems, equipment failure, as well as a fire or other casualty at the Premises. In such a circumstance, Florida Spirit reserves the right to transfer Guest to another vacation property of reasonably comparable value, determined in the sole discretion of Florida Spirit, whose determination shall be final. In other circumstances such as acts of God, acts of war, acts of terrorism, hurricanes, wind storms, fires or other natural occurrences, said circumstances not being exclusive, it may be impossible or impractical for Florida Spirit to make available reasonable or other alternative

accommodations to Guest. In such a circumstance, Florida Spirit shall return 100% of the payments received by Guest.

13. Furnishing and Linens. Furnishings of the Premises are subject to change without notice. Furniture, bedding, utensils, or any other property supplied with the Premises must not be taken out or transferred from one property or another. Loss of these items, as well as damage to the property or furnishings in excess of normal wear, will be charged to the Guest. Moving of furnishing inside, outside, or in the game room of the Premises is strictly forbidden. If any furnishings need to be moved back to original placement, there is a \$125.00 per hour charge to the Guest. A basic supply of linens is provided in each property. Bed linen and bath towels are not changed during your stay. The startup kit of hand soap, toilet tissue, paper towels, laundry soap, dish soap, and trash bags is not replenished.

14. Cleaning. Each reservation includes a home cleaning fee. Daily housekeeping is not provided and it is the responsibility of the guest to maintain the cleanliness of the home during the term of a stay. At the end of a guest's stay the home will be cleaned by a professional cleaning staff. This will include washing bed linens, towels, and dishes, as well as vacuuming and sanitizing the kitchen, bathrooms, living room, and bedrooms. While the home will be cleaned after a guest departure, guests are required to leave the home in a comparable condition as it was found and guests are responsible for picking up and bagging all trash in the home; failure to do so will result in an additional clean fee charged to the guest.

15. Indemnification. Guest hereby agrees to indemnify and hold Florida Spirit and Property Owner harmless for injuries, illnesses, or other losses to Guest and other persons and property that may occur in connection with Guest's use of the Premises including bedbugs. Guest further agrees that, as agent for the owner of the Premises, Florida Spirit has no control over the condition of the Premises and, furthermore, that Florida Spirit is not under any obligation to accept for safekeeping any moneys, securities, jewelry or other articles of personal property belonging to Guest, nor is Florida Spirit liable for any loss in connection with any such items, or for providing security for the Premises. Florida Spirit will cooperate in forwarding any complaint or concern of Guest to the owner of the Premises, but shall not be obligated to correct any

condition or hazard associated with the Premises. All property information is provided by the individual property owner and is true and accurate to the best of Florida Spirit's knowledge; however guest agrees to indemnify and hold Florida Spirit harmless for any property information errors due or changes due to maintenance or owner's removal of items from the home. We have made every effort to ensure that all information on Florida Spirit's website is correct and accurate.

16. Damages, Security Deposit and Damage Waiver. Upon making full payment for the rental a house damage waiver (HDW) in the amount of \$55 (for 3 and 4 bedroom homes) and \$95 (for 5,6,7, and 8 bedroom homes) will be made available* to Guest to cover damage to the Premises caused by Guest in excess of normal wear and tear. A Guest that has purchased HDW will not be obligated to pay for loss or damage to the contents of the Premises during Guest's stay up to an aggregate amount of \$1,000 per stay (from the date of check in to the date of check out), but will be fully liable for all losses in excess of \$1,000. For those Guests purchasing HDW, certain conditions apply: A.) HDW coverage does not include intentional acts of a Guest, gross negligence or willful conduct, any damage Guest has failed to report to Florida Spirit's prior to or upon check out, normal wear and tear, and damage or loss caused by a pet or other animal brought onto the premises by Guest. HDW only applies to the direct physical loss or damage to the covered property and does not cover loss of use of such property nor does the waiver apply to loss or damage to any property owned by or brought on to the premises by Guest. B.) Guest must report all damage immediately to Florida Spirit at its offices located at 1503 Legends Drive, ChampionsGate, Florida 33896. As used herein, "Immediately" means within 24 hours of the loss or damage, and, in all cases, prior to check out. Florida Spirit shall, in its sole discretion, determine the extent of repairs necessary to correct any damage caused by Guest. HDW is void if Guest fails to report damage to Florida Spirit immediately. C.) Purchase of the HDW is optional. Florida Spirit encourages the purchase of the HDW to cover those circumstances that may arise during Guest's occupancy and are purely accidental. If Guest elects not to purchase the HDW, Florida Spirit will require a refundable security deposit in the amount of \$250 for 3 and 4 bedroom properties and \$350 for 5,6,7,and 8 bedroom properties. The security deposit does not relieve Guest of liability for damages that

exceed the amount of the security deposit. In the event of any dispute relating to damage to the Premises, the parties agree that said dispute will be resolved in the appropriate state court having jurisdiction in Orange or Osceola Counties, Florida and the prevailing party shall be awarded its reasonable attorney's fees and costs against the non-prevailing party both at the trial and appellate level. Formal service of process is waived and may be accomplished by certified mail, return receipt requested or DHL or any other international method of mail delivery with a receipt showing delivery. Service shall include a copy of any relevant complaint and summons.

17. Pool/Spa Terms & Conditions. Pool and Spa heat is not complimentary. If you have not requested to have pool heat, but would now like it added, please contact us prior to your arrival, as most pools take up to 24 hours to heat from the time turned on. The cost to add on spa/pool heat for your stay is \$20.00 a day (plus applicable state and county taxes). The heat will be turned on for your entire stay, you are not allowed to pick the days that you want spa and pool heat to be on or off. Pool heaters have electrical/mechanical components. These components can sometimes malfunction. Florida Spirit Vacation Homes, its Vendors, and the Homeowner cannot be held responsible for any malfunctioning heater or inclement cold weather. Please inform us as soon as possible if your pool/spa is not working properly. No compensation will be given for a malfunctioning heater or inclement weather. Florida Spirit Vacation Homes will do everything in its power to rectify any problems with malfunctioning equipment as quickly as possible. *NOTE: All pool homes have Pool Door Alarms and/or Child Safety Fences. According to Chapter 515.33 of the Residential Swimming Pool Safety Act: Anyone tampering with or disconnecting pool alarms commits a misdemeanor of the second degree, punishable by a \$5,000 fine or one (1) year in jail. Florida Spirit Vacation Homes will assess a minimum charge of \$75.00 per alarm for its repair/replacement. Please do not tamper with the pool alarms.*

18. Parking Policy. Some of the vacation home communities will not allow cars to be parked on the streets in order to ensure proper access for emergency and waste management vehicles. Regardless of your community, ALL VEHICLES MUST BE PARKED IN THE DRIVEWAY AND/OR GARAGE (where available). Guests are strictly

forbidden from parking vehicles in garages with a game room and additionally are forbidden from moving game room furnishings. Any damages resulted from failure to comply with this will result in a charge to the guest. Vehicles parked along the street may be towed without prior notification. RVs, commercial vans, buses, and trailers are NOT permitted at any home and will be towed at the Guest's expense. Florida Spirit is in no way responsible or liable for any vehicles towed during a Guest's stay. If there is not enough parking at a vacation home guests may call the office for help with a solution.

19. Other Remedies. In addition to the foregoing rights and remedies of Florida Spirit under these Terms and Condition, Florida Spirit expressly reserves all other rights and remedies available to similar parties pursuant to Chapter 509 Florida Statutes. Exercise of one right or remedy by Florida Spirit shall not prevent exercise of any other right or remedy available to Florida Spirit.

20. Credit Card Agreement. Guest is providing credit card details as a guarantee of payment to Florida Spirit. Guest accepts all terms and conditions of the rental 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 the rental. Guest understands that these costs will be charged to the credit card provided. In the absence of another payment agreement, Guest authorizes Florida Spirit to charge the credit card provided for payment of these items. The initial payment must be made by a credit card in the reservation holder's name. This guest alone is liable for all payments and damages on a reservation and is fully responsible for the full reservation rent and charges.

1. Florida Spirit complies with ADA Service Animal Rules and never discriminates.

2. We require anyone traveling with an ADA Service Animal to notify us that a Dog will be in the home. We do not charge any extra cleaning fees but we do need to know so we may provide extra cleaning to protect the next guest in the instance there is a child with extreme allergies or asthma reaction to dogs.

3. "Service animal" means an animal that is trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. The work done or tasks performed must be directly related to the individual's disability and may include, but are not limited to, guiding an individual who is visually impaired or blind, alerting an individual who is deaf or hard of hearing, pulling a wheelchair, assisting with mobility or balance, alerting and protecting an individual who is having a seizure, retrieving objects, alerting an individual to the presence of allergens, providing physical support and assistance with balance and stability to an individual with a mobility disability, helping an individual with a psychiatric or neurological disability by preventing or interrupting impulsive or destructive behaviors, reminding an individual with mental illness to take prescribed medications, calming an individual with post traumatic stress disorder during an anxiety attack, or doing other specific work or performing other special tasks. A service animal is not a pet.

An individual with a disability has the right to be accompanied by a service animal in all areas of a public accommodation that the public or customers are normally permitted to occupy.

Service Animal Policy:

In accordance with the ADA and FHA regulations, we have the following Rules for our guests with Assistance Animals. This ensures that both your stay and that of our guests after you will be enjoyable and relaxing.

- Your Assistance Animal should not be left unattended at any time. They must go with you when you leave the property.

- Your Assistance Animal should have a collar, harness, or microchip with identifying owner information attached should it become lost.

- Your Assistance Animal must be housebroken, non-aggressive, not destructive, and not display repeated, unprovoked barking.

- We can ask you to remove your Assistance Animal and/or leave for excessive barking, aggressive or damaging behavior, or obvious lack of sanitation.

- Puppies and Service Dogs in-training are not recognized under the ADA. We regret we are unable to accommodate those.

- Please clean up defections in the yard immediately and dispose of the bags properly. We do not provide them, please come prepared.

- You are responsible at all times for your Assistance Animal's behavior. While we reasonably expect that your specialty Assistance Animal is well-trained, should any damage occur, you are responsible for the cost of any additional cleaning, repairs, or replacements as a result.

Note: We fully support and encourage our guests who legitimately need assistance animals. Please be aware that fraudulent misrepresentation of a pet as a Service Animal IS a federal crime under the ADA, as well as under various state and municipal statutes throughout the US, punishable by civil penalties, including fines and jail time.

Please enter below if you are bringing an ADA animal with you to [\[Name\(s\) of unit\(s\) | Default \(booked unit\[s\]\)\]](#)

By signing below I understand and acknowledge the ADA service animal guidelines.

[Guest first name][Guest last name]

[Line for Guest Signature]