

TENANT VACATION RENTAL AGREEMENT (the "Agreement")

AGREEMENT: The Sunburst Companies, LLC d/b/a Sunburst Beach Vacations, the Manager, and Tenant agree as follows: Above Tenant is at least twenty-five (25) years of age (an "adult") and will be an occupant of the premises during the entire reserved dates. In addition to Tenant, other authorized occupants may be family members or friends of Tenant. Use of the premises will be denied to persons not falling within the foregoing categories. Should any unauthorized persons occupy or use the Premises, Tenant shall vacate the premises immediately without any refund. No key will be issued to anyone who is not an adult.

STUDENT GROUPS: We are located in a quiet family-oriented community. Student Group rentals must comply with the following additional rules:

1. No groups with college-aged guests are allowed, even with parents present.
2. One parent chaperone must be present for every 4 guests of high school age or younger.
3. Maximum of 6 students without parent present. Note, not all homes are large enough to accommodate this group size.
4. Parent chaperones must be present at the property AT ALL TIMES throughout the ENTIRE stay.
5. An additional security deposit of \$1,000 will be charged to the credit card on file for all groups containing children who do not have a parent present (unless child is related like a niece / nephew) regardless of age.
6. Student group rentals must provide contact information for all parent chaperones and students.

Any person or group that does not comply with all of these policies or makes a reservation under false pretense is subject to immediate eviction without any refund, plus forfeiture of all security deposit monies, and potentially additional charges for damages incurred.

RESERVATIONS may be placed up to two (2) years in advance, but are subject to the rates in effect during the year for which said reservations are placed.

ADVANCE RENT DEPOSIT is required when placing your initial reservation. The rent deposit is equal to 50% of the total rental fee plus the required \$69 Sunburst Rental Damage Plan fee (see below) and plus travel insurance, if chosen. Rent balance, including sales tax and housekeeping/processing fee is due in full at least twenty-one (21) days preceding Tenant check-in. Payment may be made by cash, check, money order, cashier's check, or Visa/MasterCard/Discover.

SUNBURST RENTAL DAMAGE PLAN: The Sunburst Rental Damage Plan is a fee added to the reservation total. When reported immediately, it covers the Tenant against any accidental damage to the unit or its contents for an amount not to exceed \$3,000.00. This fee eliminates the necessity of the traditional security deposit. Any damages that exceed \$3,000.00 will be charged to the credit card on file. Certain terms and conditions apply. Full details of the Sunburst Rental Damage Plan are available on our website at the Sunburst Beach Vacations website. Tenant hereby authorizes the Manager to charge the Tenant's credit card on file for such additional charges. This plan is provided by and administered by Sunburst Beach Vacations and is not an insurance policy.

HOUSEKEEPING: A one time Housekeeping and Processing fee applies to each reservation.

ENTRY BY MANAGER: Manager or manager's agents may enter premises under the following circumstances: in case of an emergency; to make any necessary or agreed upon repairs, alterations, or improvements; supply necessary or agreed upon services or show the premises to prospective purchasers, renters or contractors. Manager will provide renter with at least 12 hours notice of intent to enter except in the case of an emergency.

RULES AND REGULATIONS

1. Tenant agrees to leave the premises and its contents in the same neat condition as Tenant found the premises to be upon check-in, normal wear and tear excepted. Beds should be left unmade and used towels placed in the laundry room for housekeeping.

2. All dishes are to be washed and all garbage removed from the premises and placed in outside receptacles.
3. The maximum number of occupants shall not exceed the limit the property sleeps as specified in the property description as stated on your Confirmation
4. Furnishings are not to be rearranged or removed from the premises for use outside or in other properties.
5. The "no pets" policy must be observed in all of our homes except the few pet friendly homes we manage. Pet friendly homes require payment of an additional pet fee. In most of our properties, pets are not allowed in the premises under any circumstances. If there is discovery or evidence of a pet during your stay or upon your departure, a charge of \$1000 will be posted to your credit card.
6. Smoking is not allowed inside the premises. Please smoke only on outside decks & porches and dispose of all cigarette butts properly. Any evidence of smoking inside the home will result in a \$1000 fine charged to the credit card on file.
7. Reservations shall not be made by or for a minor, defined as any person under the age of twenty-five (25).
8. One key is to be returned to lockbox, with extra key left on counter, upon check-out by Tenant. Some homes have a keyless entry system in which case, no keys are provided.
9. Tenant and any guest of tenant shall obey all of the laws of the state of Florida, as well as local laws, at all times while they are on the premises. Failure to abide by the laws of the state of Florida or the rules incorporated herein, including the Pool Agreement (if applicable), may cause tenant to be asked to vacate the premises and forfeit all rents and security/damage deposits.

SLEEPING CAPACITY/DISTURBANCES: Tenant and all other occupants will be required to vacate the premises and forfeit the rental fee and security/damage deposit for any of the following: Occupancy exceeding the sleeping capacity, using the premises for any illegal activity, causing damage to the premises rented or to any of the neighboring properties, or any other acts which interfere with neighbors' right to quiet enjoyment of their premises.

Late check-outs will be charged a \$75 fee for checkouts occurring after 10:00AM, unless other arrangements have been made with Manager prior to arrival.

HOLD HARMLESS: Neither the Manager nor Owner assume any liability for loss, damage or injury to persons or their personal property, nor for any inconveniences, damage, loss or injury arising from any temporary defects or stoppage in supply of water, gas, cable service, electricity, internet service or plumbing, as well as due to weather conditions, natural disasters, acts of God, construction nuisances or other reasons beyond their control.

EVENTS / PARTIES: Tenant shall not have parties or events at the home without obtaining prior Manager approval and payment of additional fees. This includes weddings, cocktail parties, receptions, welcoming events, family reunions, anniversaries and milestone birthday parties. Some properties and/or communities do not allow events of any kind.

CHECK-IN TIME begins at 4 PM Central Standard Time, and every effort will be made to have the premises ready on time. Entry prior to check-in time is not allowed unless prior arrangements have been made. Personal items cannot be dropped off at the property prior to check-in.

CHECK-OUT TIME is 10 AM Central Standard Time to allow for preparation for arriving guests. Check-out includes tenant and guests, vehicles, luggage and all tenants' belongings.

MAINTENANCE: Please report any maintenance needs for the premises to the Manager, and we will respond as quickly as possible. Refunds will not be made for maintenance issues including, but not limited to, heating and air conditioning, appliances, televisions, and stereos.

No compensation will be given for temporary outage of electricity, gas, water, cable, internet, or telephone service. Outages will be reported immediately and all efforts will be made to have them restored as soon as possible.

LINENS/TOWELS/SUPPLIES: Bed linens & bath towels are furnished by Sunburst. An initial supply of trash can liners, paper towels, dishwashing liquid, dishwasher tabs, bathroom tissue, bath soap, shampoo and lotion is provided. Any extra items needed are the responsibility of the Tenant.

PARKING at the premises is limited and is home specific – call Sunburst for details. No boats, jetskis, trailers or RVs are permitted.

TELEPHONE is provided in some homes, but not all homes. Some homes provide local calling only, while others provide free long distance.

RENTAL ASSIGNMENTS: Sunburst Beach Vacations reserves the right to change rental assignments under emergency conditions. Properties are occasionally removed from our rental program on short notice due to change in ownership or other changes made by the owner. Should this occur to a confirmed reservation, every effort will be made to contact you by telephone or e-mail to inform you of the need to change your reservation to another suitable accommodation. Please be assured you will either be moved to a comparable property or upgraded, at Sunburst Beach Vacations' discretion, depending on property availability. If this situation occurs, you will be notified immediately, time permitting, and the terms of this Rental Agreement will convey to the new premises and the related owner(s), with the exception of occupancy limits. If no suitable accommodations are available, you will receive a full refund.

Sunburst Beach Vacations is not responsible for errors in its website or brochure, for property changes made by owners, or for any conditions beyond our control upon arrival.

UNITS FOR SALE: In the event that the property which you are renting is on the market for sale, we may find it necessary to show the property during your stay. We will make every effort to schedule the showing at a convenient time so as not to interrupt your vacation.

PERSONAL ITEMS LEFT BEHIND: Sunburst Beach Vacations is not responsible for lost or misplaced items. However, if notified and/or found within a reasonable time, we will be happy to ship them via UPS Ground Delivery for a \$25 fee (unless postage and handling is more). All unclaimed personal items are donated to charity twice a year.

SIGHT UNSEEN: Our vacation rental homes are individually owned and furnished. We try to under sell and over deliver our properties; however your opinions and ideas on any given property might not agree with ours. We will not give refunds or adjustments if the property does not meet with your preferences or expectations. We manage clean properties furnished to the owner's taste. No two properties are the same. Inventories and furnishings are subject to change without notice.

HEADINGS: Any headings used in this Agreement are for convenience of reference only and shall not be construed to alter or affect the meaning of any of the provisions. All references to the singular shall include the plural, and vice versa. The parties agree that this Agreement is the result of negotiation by the parties, each of whom was represented by counsel, and thus, this Agreement shall not be construed against either party because of authorship.

ADDITIONAL TERMS AND CONDITIONS: The undersigned Tenant, for himself/herself, his/her heirs, assignors, executors, and administrators, fully releases and discharges Manager and Owner from any and all liabilities, claims, demands and causes of action by reason of any injury, loss or damage by whatever nature which has or have occurred, or may occur to the undersigned, or any of his/her guests as a result, or in connection with the occupancy of the premises and agrees to hold Manager and Owner free and harmless of any claim or suit arising there from. In any action concerning the rights, duties or liabilities of the parties to this agreement, the principals, agents, successors or assignees of the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, through all appeals. **This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida.** Manager reserves the right to terminate this Agreement upon their discretion at any time. **Legible fax copies and photocopies of documents signed by either party are deemed to be equivalent to originals.**

BINDING NATURE OF AGREEMENT: All of the terms, covenants and conditions of this Agreement shall be binding upon and inure to the benefit of the parties here to and their respective heirs, legal representatives, successors and assigns.

CANCELLATIONS: Cancellations will be allowed up to 90 days in most homes prior to the beginning date of the reservation (with the exception of the following homes which have an 180 day cancellation window– Andalusia, Aria, Aerial View, Mer Sea, Sea Vous Play and Thyme After Thyme). A \$100.00 cancellation fee will be withheld from any refund of Advance Rent Deposit. Refunds will be processed via check (not credited back to your card). If cancellations are made with less than 90-180 days remaining, the Advance Rent Deposit will not be refunded.

REFUNDS: Refunds of the Advance Rent Deposit and/or the Total Rental Fee **will not be given for any reason within 90 (or 180 as outlined above) days of arrival date.** Reimbursement of monies paid is available through Red Sky Travel Insurance.

TRAVEL INSURANCE:

Sunburst Beach Vacations has partnered with Red Sky Travel Insurance to provide Sun Trip Preserver coverage for our guests. Sun Trip Preserver provides cancellation and interruption services as well as emergency assistance and travel services. Protect yourself in the event of hurricane evacuations and family emergencies such as illness or death in the family. The travel insurance is optional and the cost is 7% of your total reservation stay.

Phone: 866-889-7409

Email: redsky@archinsurance.com

Mail: Red Sky Travel Insurance

c/o Arch Insurance Company

Executive Plaza IV

11350 McCormick Road, Suite 102

Hunt Valley, MD 21031

Please remember that you are renting a private home. Please treat it with the same respect you would like shown to your own home.

If the home has a private swimming pool, the following agreement also applies:

TENANT VACATION SWIMMING POOL AGREEMENT

(the "Pool Agreement")

Tenant agrees as follows:

1. Only tenants and their guests are permitted in the pool or pool area. The maximum number of guests is not to exceed the sleeping capacity of the home. Tenants are responsible for any damage caused by themselves or their guests. All guests must be accompanied by an adult (25 years or older) at all times.
2. Children age 10 and under and non-swimmers must have adult swimmer supervision. Do not send small children to the pool with an adolescent babysitter to supervise them as this violates this pool rule.
3. No diving is allowed because the pool is too shallow. Always enter the pool feet first.
4. No glass containers are permitted in the pool or pool area.
5. No alcoholic beverages are permitted in the pool or pool area. No tenant or guest who is intoxicated may enter the pool or pool area.
6. No bicycles, skateboards, skates, roller blades, scooters or other riding equipment of any kind are permitted in the pool or pool area.
7. Only standard, single person flotation devices are allowed in the pool, except by individuals with physical impairments.
8. Boisterous conduct is prohibited in the pool and pool area. This includes running, pushing and dunking.
9. No pets or animals are permitted in the pool or pool area.
10. Keep entry gates closed as you enter or exit the pool area. Do not let children in if an adult does not accompany them. The pool is equipped with a state approved alarm device. Do not tamper with or disengage the alarm device. Tampering with or disengaging the alarm device will result in a forfeiture of all rents and deposits and you will be asked to leave the premises.
11. Acceptable swimming apparel must be worn in the pool.
12. The pool hours will be 7:00 AM until 10:00 PM.
13. If the home has a pool heater, it is set to 86 degrees only if additional fees have been paid. If pool has attached spa, it is also heated to 86 degrees and there are no jets. Do no attempt to turn up the heater beyond this setting. Any tampering with pool equipment may result in forfeiture of all deposit monies. **POOL HEATING MUST BE SCHEDULED AND PAID FOR AT LEAST ONE WEEK PRIOR TO ARRIVAL.** Pools must be heated for the duration of your stay. If the pool has a jetted area, it serves as an extension

of the pool and is heated only to 86 degrees. Electric pool heaters do not operate in temperatures below 50 degrees.

Any tenant or guest who violates these rules may be asked to leave. By signing below, the tenant agrees to comply with the above rules.

Now that we have this awful legalese out of the way, we welcome you as our guests!

NEARBY CONSTRUCTION: There may be construction ongoing at properties adjacent to or close by the property being rented by guest. The rules regarding acceptable noise levels, start and finishing times, and other restrictions relating to any such construction are governed by local ordinances and/or community specific rules and regulations beyond the control of the Manager. As such, guest shall not be entitled to a refund relating to such construction. Notwithstanding this, the Manager will use its best efforts to ensure that the appropriate parties are notified and appropriate remedial action taken in the event that it receives notice that the construction at issue may be in violation of any such regulations or ordinances.

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