

**Stay 30A Beach Vacations:
Tenant Vacation Rental Agreement (the “Agreement”)**

Agreement: Stay 30A Beach Vacations LLC d/b/a Stay 30A Beach Vacations, the Manager and Tenant (Guest) agree as follows: Above Tenant is at least twenty-five (25) years of age (an “adult”) and will occupy the premises for the entire duration of the dates reserved. Other authorized occupants in addition to the Tenant may be family members or friends of Tenant. Access and use of the property and premises will not be granted to persons that do not fall within the foregoing categories. Should any unauthorized persons use or occupy the Premises, Tenant shall vacate the premises immediately without refund. Keys and/or keyless entry access codes will not be issued to anyone who is not an adult. Furthermore, lockbox codes, keys and/or keyless entry information is to be issued to designated, and authorized Tenant only as listed on reservation confirmation. It is at the Tenant’s discretion and liability should they share this information with other parties, occupants or vendors. Should Tenant desire Manager to provide property access information or keys to additional authorized occupants they must request and note such authorized persons in advance to Manager.

Reservations: Reservations may be accepted up to two (2) years in advance and are subject to the rates in effect during the rate season and year in which the reservation takes place. Should the rate for said time not yet be published, the reservation is subject and bound to the rate once published.

Advance Rent Deposit, Final Rent Deposit and Payment Structure: An Advance Rent Deposit (initial payment) is due at the time the reservation is placed. This initial payment deposit is comprised of 50% of the rental rate plus the \$79 Stay 30A Beach Vacations Rental Damage Coverage Fee plus applicable taxes (see below for further details), and travel insurance if chosen by Tenant. The 2nd and Final Rent Deposit (final balance) payment will be charged by Manager automatically 30 days prior to arrival to the payment method provided. This payment is comprised of the remaining 50% of the rental rate, the housekeeping fee, any other house specific fees if applicable (including but not limited to pet fee or pool heat fee) and tax. Payments may be made via credit card, check or cash.

Should Tenant request payment to be accepted via check, a valid credit card must be provided at such time for file until check payment is received. Should the check not be received by Manager within 5 days of when the reservation was placed, the credit card provided for file will be charged the full required deposit. Manager reserves the right to cancel any reservation should payment not be received within required timeframe or if payment is declined or invalid.

Rental Damage Coverage Fee: The Stay 30A Beach Vacations Rental Damage Coverage Fee covers the Tenant against any accidental damages to the unit or its contents that are immediately reported to Manager. Coverage amount not to exceed \$3,000., and any cost of damages exceeding \$3,000. will be charged to the Tenant’s credit card on file. Certain terms and conditions apply. Coverage does not extend to damages to property or items on exterior of premises. For damages in such areas, Tenant assumes all cost responsibility for rectification. The Rental Damage Coverage Fee is provided and administered by Stay 30A Beach Vacations. This fee is not an insurance policy. Furthermore, this fee does not cover excessive cleaning charges, damages in relation to, but not limited to negligence, reckless or willful acts against property or contents, pet related damages, lost, stolen or missing items from property or premises or any

cause whatsoever if Guest does not report the damage to Manager immediately. Tenant hereby authorizes the Manager to charge the Tenant's credit card on file for such additional charges in the event damages exceed the \$3,000 coverage. Additionally, Tenant also hereby authorizes the Manager to charge Tenant's credit card on file in the event the damage or incident does not fall under the scope of coverage of the fee as such outlined or if deemed as such by Manager. Should Tenant choose to opt out of the Rental Damage Coverage Fee, a \$3,000. Refundable Security Deposit shall be charged to the Tenant's credit card on file with the collection of the reservation balance 30 days prior to arrival. This deposit is refundable back to the Tenant's credit card on file after departure and upon Manager's approval at departure inspection. Certain terms and conditions apply. Should Tenant opt for the \$3,000. Refundable Security Deposit in lieu of the Rental Damage Coverage Fee, costs associated with any reported damages will be deducted from the \$3,000. Refundable Security Deposit. Tenant will be refunded the deposit less the value of reported damages, except if the value of damages exceeds the \$3,000., in which case the Tenant is responsible for the additional cost. At the time of booking, the option of either the Rental Damage Coverage Fee or the Refundable Security Deposit must be selected, exceptions to this include reservations made for the properties: Avalon, Sea Vous Play and Mer Sea. The aforementioned properties have an inclusive Rental Damage Coverage fee furnished by the Owner.

Rules, Regulations and Occupancy Policies: We strive to make every provision to ensure a memorable, safe and family friendly vacation. This begins with a mutual respect and compliance of rules, regulations and policies. Our rentals are in quiet residential areas where guests and residents alike enjoy all our community has to offer. We ask all be mindful and considerate as you would your own home and neighborhood.

- 1) Tenant agrees to leave 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 may be left unmade and used towels in the laundry room.
- 2) All dishes are to be washed and all garbage removed from premises and placed in outside receptacles.
- 3) Maximum number of occupants shall not exceed the limit the property sleeps as specified in the property description and as noted on reservation confirmation.
- 4) Furnishings are not to be rearranged or removed from property for use outside or off premises.
- 5) Smoking is not allowed inside the premises. Please smoke only outside and dispose of all butts properly. Should butts not be disposed of properly and are found on premises this is subject to a minimum excessive cleaning fee of \$50.00. Any evidence of smoking inside the home will result in a \$1,000. fine charged to the credit card on file.
- 6) Pets are not allowed on premises. If there is discovery or evidence of a pet during your stay or upon your departure, a charge of \$1,000. will be posted to credit card on file and tenant is subject to eviction with full forfeiture of all reservation monies paid. Exceptions include designated dog-friendly properties as listed in description and on reservation confirmation. If property is designated as such, Tenant is responsible for disclosing their dog to Manager and paying home specific non-refundable pet fees. Furthermore, Tenant is responsible to provide any information pertaining to the dog as requested by Manager (age, breed, weight etc.).
- 7) Reservations shall not be made by or for a minor, defined as any person under the age of twenty-five (25) years.

8) In most properties, a key is provided in a lockbox onsite at property and an additional key is left for Tenant inside home. Upon departure Tenant is to return one key to lockbox and to leave one key inside home where it was located upon check-in. Some properties have keyless entry and codes are provided by Manager to Tenant 30 days prior to arrival. Tenant is responsible for securing property at check out.

9) Tenant and any guest of Tenant shall obey all the laws of the state of Florida, as well as local laws, at all times while they are on premises. Failure to abide by the laws of the state of Florida or the rules incorporated herein, including the Pool Agreement (if applicable) and Golf Cart Agreement (if applicable) may cause tenant to be asked to vacate the premises and forfeit all rents and security/damage deposits.

Occupancy Polices for Spring Break and/or Student/ Underage Groups: As previously noted, we are committed to a safe and family friendly experience for our guests and neighbors. The below policies have been crafted with care and consideration after several years of industry experience. These polices are for the protection of all and are designed to enhance your vacation, not limit or confine in any such way. We appreciate your understanding and compliance.

- 1) No groups with teenage or college-aged guests are allowed without parents present regardless of season.
- 2) Groups with occupants under the age of 25 years must disclose number of guests underage (as defined here as under 25 years of age) as well as the age of guest(s) under 25 years.
- 3) Groups with occupants under the age of 25 years who do not have their parent present must be disclosed to Manager and are subject to a \$1,000 Refundable Security Deposit at Manager's discretion.
- 4) Contact information is to be provided for all parent chaperone occupants as well as parental contact information for any guest under the age of 25 years without their parent occupying the property.
- 5) One parent chaperone must be present for every 2 guests under the age of 25 years, with a maximum of 4 guests without their parent present. Note, not all homes are large enough to accommodate this group size.
- 6) Parent chaperones must be present at the property at all times throughout the entire duration of the stay.

Any person or group that does not comply with 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.

Housekeeping: Reservations require a one-time housekeeping and processing fee that is charged with the final deposit payment 30 days prior to arrival date. The property will be cleaned to Manager's standards. Should Tenant have concern or grievance with the standard of housekeeping, such issue must be reported at check in or within a reasonable time frame (morning after arrival). Every effort will be made to remedy any such grievance in a prompt and professional manner.

Check In and Check Out Time: Check in is 4:00 CST check out is 10:00 CST. Specific instructions for check in and check out will be furnished to Tenant by Manager via email 30 days prior to arrival. Check in and check out times are not flexible without prior advance approval from Manager (fees may apply). Entry or presence on premises prior to check in time (including

leaving of personal items or vehicles) is strictly prohibited. Should Tenant check in or leave personal items or vehicle(s) at property without approval they will be asked to leave premises until check in time, remove all personal items and/or vehicle(s) and will be charged a \$75 fee. Late check outs, personal items or vehicles left at premises after 10am without prior approval are subject to the same terms and \$75 fee.

Entry by Manager: Manager or Manager's agents may enter premise under the following circumstances: in case of emergency; to make any necessary repairs, alterations or improvements, supply necessary or agreed upon services or show the premises to prospective purchasers, renters or contractors. Manager will provide Tenant with at least 12 hours' notice of intent to enter except in the case of emergency or in the event the Tenant is in violation of rules, regulations or polices as herein stated in the Agreement.

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 illegal activity, causing damage to the premises rented or to any of the neighboring properties, or any other acts which interfere with neighbors' rights to quiet enjoyment of their property or acts in violation of neighborhood rules and covenants.

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.

Construction, Land Clearing or Renovation Projects: These events may begin or be ongoing next door, nearby or in the vicinity to any property being rented by Tenant. The rules regarding acceptable noise levels, hours of work (daily starting and finishing times) and other restrictions relating to any such projects are governed by local ordinances and/or neighborhood specific rules and regulations beyond the control of the Manager. Furthermore, such projects can commence at any time and without notice and are subject to change daily. As such, Tenant shall not be entitled to a refund relating to such projects or disturbances.

Events/Parties: Tenants shall not have parties or events at the home without obtaining prior approval by Manager. If permitted, such gatherings require payment of additional fees. Events include but are not limited to, any gathering or occasion in which the homes occupancy is exceeded by more than a small number of guests (3-4). Examples include but are not limited to catered dinners, receptions, birthday parties, cocktail parties, reunions etc. Note, some properties and/or communities strictly prohibit events of any kind.

Maintenance: Please report any maintenance needs for the premises to the Manager and every effort will be made to respond in a timely and efficient manner. Refunds will not be made for maintenance issues including, but not limited to; air conditioning, heating, appliances, televisions, sound systems, internet, pool equipment, pool heaters, etc. Furthermore, refunds will not be given for temporary outages of water, electricity, gas, internet, cable or telephone service.

Any costs associated in the event of plumbing issues, damages or outages resulting from Tenant negligence are passed directly to the Tenant and charged to the credit card on file.

Linens, Towels and Amenities: Bed linens and bath towels are furnished by Stay 30A Beach Vacations. Beach towels are not provided at every property, however, should they be provided, this will be noted in check in information to Tenant and are subject to availability. An initial supply of trash can liners, toilet tissue, paper towels, dishwasher tabs, dishwashing liquid, soap, shampoo and lotion is provided. Any extra items needed are the responsibility of the Tenant.

Parking: Parking at premises is limited and varies by property, please call for specific details. No parking of boats, jet skis, trailers, RVs is permitted. Note, in the event that garage or covered parking is provided at the home, some restrictions may apply including but not limited to access or accessibility.

Telephone, Cable and Internet Policies: Properties may or may not provide a telephone. If a telephone is provided it may or may not include free long-distance calling, please inquire. Free WiFi access is provided at all properties, however speed and reliability may vary and cannot be guaranteed. Most properties are inclusive of cable service. Channel availability and package offerings may vary and are subject to change. Purchasing or downloading of movies, shows, games etc. is prohibited and subject to fees/fines.

Rental Assignments: Stay 30A 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 or by further circumstances outside of our control. Should this occur to a confirmed reservation, every effort will be made to contact Tenant via phone call or email to inform them of the change to their reservation to another suitable accommodation. Every effort will be made to relocate Tenant to a comparable or upgraded property at Stay 30A Beach Vacations' discretion depending upon availability. If this situation arises, you will be notified immediately and the terms of this Rental Agreement will convey to the new premises and reservation. If no suitable accommodations are available, Tenant will receive a full refund of deposit paid. Stay 30A Beach Vacations is not responsible to allocate or assist in allocating Tenant to alternative accommodations that are not on the Stay 30A Beach Vacations rental program of properties.

Website and Advertising: Stay 30A Beach Vacations is not responsible for errors in its website or advertising for property changes made by owners, or for any conditions beyond our control.

Units For Sale: In the event that the property which the Tenant is renting is listed for sale, it may be necessary to show the property during their stay. The Manager will make every effort to coordinate any showings or related events during a time convenient for Tenant for as minimal impact on your stay as possible.

Lost and Found Items: Stay 30A Beach Vacations is not responsible for lost or misplaced items. Tenant may notify Manager of such items in a timely fashion and every effort will be made to reunite Tenant with said item(s). Shipping via UPS is available for a minimum \$25 fee or more depending on postage and handling. All unclaimed lost and found items will be regularly

donated to charity.

Sight Unseen: Stay 30A Beach Vacations rental properties are individually owned and furnished. Furnishings, bedding, decorative items, kitchen supply and inventory items in each property differ and are subject to change without notice. Refunds or reservation reassignments will not be given if property does not meet Tenants' preferences, taste or expectations.

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 therefrom. In any action concerning the rights, duties or liabilities of the parties to this agreement, the principles, 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 hereto and their respective heirs, legal representatives, successors and assignors.

Cancellations: Cancellations will be allowed up to 90 days prior to the beginning date of the reservation (with the exception of the following homes which have a 180-day cancellation window- Avalon, Sea Vous Play and Mer Sea). A \$150 cancellation fee will be withheld from any refund of Advance Rent Deposit. Refunds will be processed by the same method that payment was made. If cancellations are made within 90 days of the reservation start date (or 180 days for Avalon, Sea Vous Play and Mer Sea), no refund will be given of the Advance Rent Deposit, nor any monies paid toward the reservation.

Refunds: Refunds of the Advance Rent Deposit and/or Final Rent Deposit (total rental fee) will not be given for any reason within 90 days (or 180 days as outlined above) of arrival date. Refunds will not be given in the case of inclement weather, tropical storms or Hurricanes. Reimbursement of monies paid is possible should Tenant opt to purchase a travel insurance policy, and if the reason for cancelation or trip interruption is covered by provider. Optional travel insurance is offered through Stay 30A Beach Vacations through partnership with Red Sky

Travel Insurance, certain terms and conditions apply.

Travel Insurance: Stay 30A Beach Vacations has partnered with Red Sky Travel Insurance to provide Sun Trip Preserver® coverage for guests. Tenant may opt to add Red Sky Travel Insurance with Stay 30A Beach Vacations at the time of booking a reservation or up until 30 days prior to reservation start date (when Final Rent Payment is due). When Tenant opts for coverage, the cost of the policy must be paid in full at that time. The cost of the policy offered is at a rate of 6.95% of total reservation cost. The policy must be added and purchased prior to any event causing the use of such policy to be exercised. Sun Trip Preserver provides cancellation and interruption services as well as emergency assistance and travel services. For further details on policy and coverage information, please contact Red Sky Travel Insurance. Certain terms and conditions apply.

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

**If the property has a private swimming pool or spa the following Agreement applies:
Tenant Vacation Swimming Pool Agreement (“the Pool Agreement”)**

Tenant agrees as follows:

1. Only Tenant 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 12 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. 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 floatation 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 but is not limited to; running, pushing and dunking.
9. No pets or animals are permitted in the pool or pool area.
10. Entry gates are to be kept closed as you exit and enter 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 if it can be accessed directly from the home. Do not tamper with or disengage device.
11. Acceptable swimming apparel must be worn in the pool. In the event of accidental defecation

in the pool, Tenant and guests are to vacate pool, alert Manager immediately and are responsible for service and shocking treatment fees associated. Tenant is not to re-enter the pool until given permission upon inspection and approval of health and safety as determined by pool service professional.

12. The pool hours are 7:00 am until 10:00 pm.

13. If property has a pool heater, it is set to 86 degrees only if requested and designated fees are paid for at least one week prior to arrival, except in the event that the property requires pool heat during certain times of the year (applicable for Avalon and Sea Vows Play). If pool heat is requested, it is required for the duration of the stay. If pool has attached spa or jetted area, it is also heated to 86 degrees only, there are no jets and it serves only as an extension of the pool. Do not attempt to adjust heater or tamper with pool equipment, doing so may result in additional charges to the credit card on file. Note, pool heaters may be gas or electric. Electric pool heaters do not operate in temperatures below 50 degrees.

14. Should pool heat be inoperable, malfunction or need repair during Tenant's stay, every effort will be made to address promptly and efficiently. Pool heating fees paid for by Tenant may be refunded for any day(s) pool heat was unavailable due to issue, malfunction or needed repair. Refunds for inoperable pool heaters will not exceed the amount paid for pool heating.

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.

We look forward to hosting you and welcome you as our guests!

Stay 30A Beach Vacations d/b/a

Stay 30A Beach Vacations, LLC

P.O. Box 4737 Seaside, FL 32459

850-368-6909 /850-797-3012

www.Stay30ABeachvacations.com