

-- This is a sample of our renter agreement. After booking, we will send this to you with a link you can use to sign it electronically online. Your booking/guest information will already be filled in. You must sign this agreement in order to access the property. --

RENTER AGREEMENT for {PDISPNAME}

Arriving: {BARR} ({BCHECKINTIME})
 Departing: {BDEP} ({BCHECKOUTTIME} or earlier)
 Staying: {BNNGHTS} nights
 Party Size: {BGPARTY}

Property	Dates	Renter (or "Guest")
Name: {PDISPNAME}	Arrival Date: {BARR}	Name: {CFULL}
Capacity: {PMAXGUESTS} maximum guests	Departure Date: {BDEP}	Phone: {CPHONEPR}
Phone: {PPHONEI}	Booked Nights: {BNNGHTS}	Email: {CEMAILPRIME}
Address: {PADDRS}	Check-In Time: {BCHECKINTIME}	Address: {CADDRPRIMES}
	Check-Out Time: {BCHECKOUTTIME}	

Please read everything carefully below, and then scroll to the bottom to e-sign

This vacation rental contract is a legal agreement between Sonny Stays LLC (also referred to as the “Property Manager” and “Owner”) and you (also referred to as “Guests” and “renter”). This contract is entered into agreement as of the date when the Renters place their reservation online and the reservation is accepted by the property manager. The Property Manager reserves the right to decline any reservation in which the guests are under the age of 21, the ID cannot be verified, or if profiles have no reviews or an overall rating less than 4.5.

CLEANING AND LINEN SERVICE POLICY:

The home is provided with pillows, linens, blankets, towels, kitchen towels, comforters, hand towels and washcloths including extras located in closets. A cleaning service to clean the house and linens on your departure is included on your payment.

RESORT AND PARKING FEES The Current resort and parking fees are mentioned in the listing and must be paid by credit card to the front desk upon check in. Parking is only charged if bringing a car and only on days parked. The resort/parking fees are subject to change and there is a small chance they could increase at the time of your arrival if you are booking far in advance. Should this happen, we will try to reach out to the hotel to honor the price at the time of your booking, but ultimately the hotel has the final decision.

INCLUDED SUPPLIES: You are responsible that all debris, rubbish and discards are placed in plastic bags and soiled dishes and cooking utensils are placed in the dishwasher. Linens, blankets, pillows, bedspreads, comforters and towels are provided. It is standard for beds to be made for Guests arrival as part of the linen and cleaning service. The home is provided with a starter set of toilet paper & paper towels. Property Manager does not guarantee that these extra items will always be available and guests may need to replenish their own paper goods, toiletries, & laundry detergent, etc.

HURRICANES & TROPICAL STORMS - There are NO REFUNDS for hurricanes, tropical storms or weather conditions, unless a *mandatory* evacuation is ordered (optional travel insurance is offered for Renters protection or Renter may be obtained through a third party. Renter ASSUMES THE RISK).

CONDITION OF PROPERTY: Owners have, to the best of their ability, given an accurate description of the property and its condition. Guest understands that it is considered as reserved "sight unseen". Our cleaning staff will have cleaned it before your occupancy. All electrical, plumbing and appliances should be in working order. The failures of operation of certain extra amenities, such as TVs, cable, games, or the Internet and WiFi service are not a basis for any refund. Owner will make every effort to have these items repaired but does not guarantee that they will be repaired during guests occupancy. When you arrive, if you find that the property has not been cleaned to normal standards please notify us immediately.

The Guest agrees to hold the Owner harmless from any liability for the condition of the property and assume full responsibility from usage of property common areas.

ENTRY OF PREMISES: Owner/Property manager will make every effort to only enter premises between reservations. However, if owner/property manager must enter the premises, they may do so and will notify guest as soon as possible, and will do so during normal daylight hours. For inventory and maintenance purposes a property management employee of the Owner may need to enter the premises. The same permission procedure applies as above. In any emergency, Owner or Owner's servicing agents may enter the premises at any time without permission of Guest for the purposes of making repairs to alleviate such emergency. If guest abandons or vacates premises, Owner may, at his option, terminate this agreement, re-enter the premises and remove all guest's property.

NOISE AND SMOKING MONITORING DEVICE:

In accordance with the city code of Fort Lauderdale, I understand that the vacation rental is equipped with a noise monitoring device that alerts the property owner, manager, and guest if noise levels exceed a certain threshold. This device does not record conversations; it only measures noise levels. Additionally, I understand that this device can also detect the presence of smoking in the unit.

MAINTENANCE: Every effort will be made to remedy any maintenance issues that come up as soon as possible and we are usually able to respond same day, but we cannot guarantee service will be available on weekends, night hours, holidays, or other busy times for maintenance staff for non-emergency requests. We will respond to emergency situations as soon as possible.

ASSUMPTION OF RISK: No lifeguard may be on duty. Accordingly, persons using the beach or pool do so at their own risk and the owner/property manager assumes no responsibility for accident or injury. No one should swim alone. Renters will hold the Owners harmless from any and all bodily injury and/or property damage incurred on the property arising out of Renters' negligent acts or omissions. See disclaimer below.

CHILD PROOFING: Guest understands that no special efforts have been made to "childproof" this property, and accept the risk or harm to any children we allow on the property. These risks are not limited to, but include access to the ocean, pool, adjacent street, cleaning supplies in the house, access to balcony, etc.

MISSING ITEMS - Renters will be charged for any missing items reasonably attributable to Renters and not returned after notification. The cleaning service performs an inventory/survey of the property after Guests depart and notifies the Owner of any missing items. Owner will notify guests in the event that items were inadvertently taken, and provide guests the opportunity to return the missing items.

USE OF SECURITY CAMERAS - Renters understand and accept that security cameras may be present in common areas. There are NO cameras inside the unit.

PERSONAL PROPERTY: Guest understands that any personal property of and used by Guest is not insured by Owner and Owner shall not be responsible for any lost, stolen or missing property of the Guest or property of Guest left after check out.

BEACH CONDITION: Guest understands that Owner has no control over the condition of the beach and cannot be held liable for any changes to beach conditions or any closing as ordered by any official agency.

NO PARTIES - This is not a party house. The Renter must be 21 years of age to book this Vacation Rental. Adults cannot rent property on behalf of underage guests, no exception. Manager may terminate the reservation without refund if this is violated. Any fines assessed by the city or the building management will be direct responsibility of the Renters.

SECURITY HOLD: Must be collected before gaining access to the unit. This is just a pre-authorization. This will be released 2 days after checkout as long as the following conditions are met: 1) no damage is reasonably attributed to guest that isn't covered by damage protection; 2) no smoking policy was obeyed, 3) guest checked out on time

NON-SMOKING - This is a NON SMOKING/Non vaping vacation rental. Evidence of smoking, such as the smell of cigarette or cigar smoke inside the home by the cleaning crew is sufficient basis to charge the renter for smoke cleanup and removal from carpeting, AC ducts & filters and furniture. This type of clean up is expensive and Renter is Liable for the deep cleaning Costs incurred for a \$350 minimum.

PET POLICY: Pets are not allowed. If you bring a pet(s), the reservation will be terminated, deposits will be retained, and a deep cleaning fee will apply.

MAXIMUM OCCUPANCY – Please refer to your reservation for the Maximum occupancy of your room.

PARKING – Parking costs are outlined at the listing Other things to note section.

SUBLETTING: Guest is not authorized to let or sublet all or any part of the premises nor assign the lease or any interest in it

USE OF MASSAGE SEAT-is at your own risk. Sonny Stays LLC is not responsible for any injuries as a result of using the portable massage seat

USE OF PACK N PLAY--The Guest releases, waives, discharges, and covenants not to sue the Owner/Manager, their agents, employees, or contractors for any and all liability, claims, demands, actions, and causes of action arising out of or related to any loss, damage, or injury, including death, that may be sustained by the Guest or any third party, whether caused by negligence or otherwise, while using the "Pack and Play. The Guest agrees to indemnify and hold harmless the Owner/Manager from and against any and all claims, damages, liabilities, and expenses (including attorney's fees) arising out of or related to the use of the "Pack and Play."

CHECK-IN & CHECKOUT - Check-in is from 4 PM and checkout is 11:00 AM. A late checkout is subject to extra rental charges. Guests may arrange for extra nights or late check out in advance to avoid any late checkout fees pending availability. If Guests are not present when cleaning crews arrive and have left their possessions in the house, cleaning crews will collect their possessions and remove them from the premises in order to prepare the unit for incoming guests and Guests will be charged \$150 for this service.

PLEASE checkout promptly, the cleaning crews have a very short time window to prepare the unit for new guests.

CHECK-OUT PROCEDURES - Renters are responsible to complete the check-out procedures in the instructions left in the home

HOLDING OVER: Because of the nature of Owner's business (short term winter and summer recreational rentals) Guest

understands, and is hereby put on notice that any unauthorized "holding over" of the property past the stated rental period could severely jeopardize Owners business and cause loss of rental income from other previously booked guests, temporary and/or permanent loss of business, goodwill and reputation and, among other things, could force Owner to breach agreement with similar short term summer and winter recreational Guest(s) who may have reservations during Guest's unauthorized "holding over" period. In the event, Owner may be legally liable in damages to said other guests. Guests should be aware that unauthorized "holding over" has been construed as a factor in establishing "malicious continuing occupation" of rental property, which may entitle Owner to treble damages in any unlawful detained action. Guest also recognizes the unauthorized "holding over" could be grounds in court as a cause of action for intentionally interfering with Owner's prospective business advantage.

RELATIONSHIP OF PARTIES: It is specifically agreed and understood that the relationship between the parties herein shall be deemed to be of proprietor and lodger or Guest as opposed to a relationship of landlord/tenant. Guest specifically waives and make inapplicable to this lodging the provisions of Florida landlord/tenant Law.

REMEDIES: In the event of a default to the Rental Agreement, particularly, but not limited to Guests unauthorized "holding over" or those acts mentioned above in this agreement, and in addition to all other rights and remedies Owner may have at law, Owner shall have the option, upon written notice or as the Law may hereinafter provide, Owner may immediately re-enter and remove all persons and property from premises. In such an instance, the reservation will be terminated, and Owner shall be entitled to otherwise recover all damages allowable under the Law. The Guest, as part of the considerations of this special rental, in recognition that this property is booked in advance by other Guests throughout the year, hereby waives all claims for damages that might be caused by Owner; reentry and taking possession of premises or removing or storing property as herein provided, and will hold Owner harmless from loss, costs and damages occasioned thereof, and no such re-entry shall be considered or construed to be a forcible entry. Further, if for any reason Owner is unable to deliver possession of the premises to Guest at the commencement of the term specified in the Rental Agreement, Owner shall refund amounts paid by Guest, but shall not be liable for any other damages caused thereby.

ATTORNEYS FEE/DEFAULT: If any legal action or proceeding (including default, non payments, etc.) arising out of or related to this Rental Agreement is brought by either party to this Rental Agreement, the prevailing party shall be entitled to receive from the other party, in addition to all other relief that may be granted, the reasonable attorney's fees, costs and expenses incurred in the action or proceeding by the prevailing party.

INDEMNIFICATION: Guest agrees to indemnify and hold harmless Owner for any liability arising before termination of this Rental Agreement for personal injuries or property damage caused by the negligent, willful or intentional conduct of Guest(s). This indemnification agreement does not waive Owner's duty of care to prevent personal injury or property damage when that duty is imposed by law.

PRIOR AGREEMENTS: No prior agreement or understanding not contained in writing herein shall be effective. Furthermore, Owner, other than what is specifically written and set forth herein, makes no other or further representation regarding the nature, character and quality of the premises to be rented, and no representation shall be deemed to exist or be material unless and until it is reduced to a writing and signed by the parties. This Rental Agreement may be modified in writing only, and must be signed by the parties in interest at the time of the modification. It constitutes the entire agreement of the parties. If any provision in this contract held by any court to be invalid, void or unenforceable, the remaining provisions shall never the less continue in full force.

FORUM SELECTION, JURISDICTION, LAW AND VENUE- The parties agree to the exclusive jurisdiction and venue of the State of Florida for the resolution of all disputes arising under this Agreement. The sole and exclusive venue (i.e. place where lawsuit may be filed) for any legal proceedings shall be in the Broward county in Florida. Guest expressly waives any other right or privilege with respect to the election of venue or court (i.e. state or federal) and location of the venue of action.

GOVERNING LAW – It is expressly agreed that this Agreement shall be governed and construed by the laws of the State of Florida only, irrespective of the state of residency of Guest.

CANCELLATION POLICY

See your booking platform for cancellation policy. There are no exceptions for inclement weather. Please consider purchasing trip insurance if this is a concern. There are **NO REFUNDS** for **EARLY DEPARTURE**.

Disclaimer:

Renters understand that the Homeowners are not responsible for any personal injury caused by slipping on wet pavement or surfaces, and that guests are responsible for exercising care when surfaces are wet or slippery due to weather or use of hoses to wash down areas, and further, that the homeowners are not responsible for any personal injury or loss or damage to guests' property caused directly or indirectly from foul, inclement weather conditions, Acts of God or nature, failure of heat, accidents related to fire, heaters, stoves, guests' failure to take adequate precautions around wet areas, or any unforeseeable circumstances. Under no circumstances will guests hold the Owners of the Vacation Rental responsible for any damages or claims of any kind resulting from their stay, except for intentional acts of harm.