



VACATION RENTAL GUEST USE AGREEMENT

This agreement is made on _____, by and between, Naples Florida Vacation Homes, LLC (MANAGER) whose address is 9128 Strada Place #10115, Naples, FL 34108, and whose organization is licensed as a Public Lodging Establishment Operator licensed with Florida’s Division of Hotels and Restaurants, and

(GUEST) whose permanent address is:

For the purposes of this agreement GUEST may be interpreted as either singular or plural and refers to both the primary party executing this agreement and any and all of the other persons joining together to enjoy use of the VACATION RENTAL property for all or a portion of the dates stipulated in this agreement.

The agreement is for a VACATION RENTAL stay beginning at 3:00pm or later on _____ to 10am or earlier on, for the _____ Vacation Rental Property located at _____. If GUEST changes the length of its stay with consideration, the obligations of both parties under this agreement shall extend for the duration of the GUEST’s amended stay.

Regardless of duration of stay (one night to 30 nights or more), GUEST use is specifically TEMPORARY and TRANSIENT in nature for a total number of _____ guests with an intended use for overnight accommodations. GUESTS are NOT establishing residency and this vacation rental is not their sole residence. By reserving this VACATION RENTAL for transient accommodations GUEST understands and agrees no rights are afforded to GUEST(S) as TENANT. GUEST may not let, sublet or assign their use to another party without MANAGER written consent.

If GUEST abandons or vacates the premises, or fails to show without notice, MANAGER may terminate this agreement, remove all property (if any) and make property available for rent to another party.

CHARGES & INCLUDED SERVICES

The total charges for this reservation are _____ non-refundable and are paid in full at the time of booking. The total charges include use of the vacation rental property for the specified duration, sales & use tax, tourist tax, guest changeover fee, use of commercially laundered linens and reasonable use of utilities to include water, electric, gas (where applicable), satellite or cable TV and internet.

Those items checked below are optional and have been included with this reservation.

- Trip Cancellation Insurance Pool (&/or spa where applicable) Heat
- Beach Parking Pass(es) – qty _____ Optional Maid Service: _____ times
- Baby Gear Rental _____
- Pet Fee: # of pets authorized & type _____
- Other _____

GUEST REGISTRATION:

Every person, regardless of age, who is staying overnight or visiting the property for any length of time must be a REGISTERED GUEST. The person signing this agreement agrees to register all GUESTS within the earlier of 48 hours of making reservation or prior to check-in. MANAGER will provide link via e-mail where the person signing this agreement can electronically register all guests. Access to the PROPERTY will not be granted without completing GUEST REGISTRATION.

If MANAGER discovers any unregistered guests or visitors, the GUEST will be charged \$100 per person per night multiplied by the number of nights of this entire agreement for each unregistered person.

Should you need to make any changes to your guest registration, please make such requests by e-mail to MANAGER. MANAGER will confirm changes by e-mail response. Additional guests may be subject to additional charge. The total number of overnight guests may not exceed the maximum occupancy limits of the Vacation Rental property unless permitted in writing by management. The total number of allowable guests visiting for just a few hours shall be at the discretion of the MANAGER.

All fields are mandatory for each guest. Any guest over 18 requires and email as well:

Full Name

Date of Birth

Male/Female

Email

GUEST INITIAL _____

CANCELLATION POLICY:

When you book your reservation all calendars across numerous vacation rental websites will show the property booked and unavailable. At that point, prospective guests are no longer able to inquire about or book reservations for those same dates. Also, because our vacation rentals offer a terrific value in comparison to alternative hotel accommodations in our market, we thank you for your understanding of our strict no cancellation policy. Regardless of circumstance (i.e.: inclement weather both at home or here in Naples, epidemic, illness, death or for any other reason), MANAGER has a strict NO REFUND upon cancellation policy.

To avoid the worries of cancellation, or trip interruption, for added protection and peace of mind, GUEST may purchase Trip Cancellation Insurance through us at the time of reservation at its own expense (7.65% of total amount of reservation or may be increased to insure additional travel related expenses). Insurance is provided by CSA, a trusted and respected name in the travel industry. Due to licensing, Trip Cancellation & Interruption insurance is available only to citizens and residents of the USA and must be booked at the time of booking. Though there is an additional cost, travel insurance is a great way to protect your vacation investment. Guests may also increase their coverage and insure other travel related expenses as well. Additional insurance is available at a rate of 7.65% of the total charges or amount of coverage elected by the guest.

Guests who waive the Trip Cancellation Insurance accept MANAGER's No Refund upon cancellation policy, regardless of circumstance (i.e.: inclement weather either at home or at destination, epidemic, illness, death or for any other reason).

GUEST must check one option below: If no field is checked, guest accepts option one below:

Option 1

GUEST accepts MANAGER's strict no cancellation policy and waives option to purchase Trip Cancellation Insurance.

Option 2

GUEST accepts purchase of TRIP CANCELLATION and INTERRUPTION Insurance at an additional cost of _____ to cover vacation rental reservation only. GUEST wishes to insure other travel costs in the amount of _____ which will be charged to GUEST at 7.65% of total amount of the additional coverage that is specified. GUEST has 72 hours to review the policy and may cancel the purchase of this insurance only without penalty and at full refund. If GUEST chooses to cancel the purchase of TRIP CANCELLATION insurance, GUEST accepts MANAGER's strict no cancellation policy.

GUEST RESPONSIBILITY FOR ADHERENCE OF THIS AGREEMENT

The responsible party (GUEST) signing this agreement must put on file with MANAGER a valid credit card. GUEST authorizes MANAGER to charge credit card for any/all violations of this agreement and any incidentals or optional services requested during stay. GUEST consents to electronic signature of this document in lieu of an original signature upon an actual charge slip. GUEST agrees this Credit Card Authorization cannot be revoked and will not terminate until 45 days after leased premises are vacated.

Provided RESPONSIBLE PARTY and its GUESTS uphold the TERMS of this agreement, obey house rules, be respectful of our neighbors and our staff, make use of the property and its contents in a respectful manner, no additional charges to the credit card being held will be made. The following circumstances constitute the MANAGER's reserved right to apply additional charges to said credit card or to seek damages from GUEST for failure to uphold their responsibilities:

- Disrespectful use of property causing complaint from neighbors, homeowner association, property manager, staff or law enforcement.
- Any lost, stolen or missing items.
- Unreported, broken or damaged items or property requiring replacement &/or repair.
- Failure to obey our check-in & check-out times.
- Exceeding the number of GUESTS or visitors as registered.
- Hosting of any unauthorized gatherings, party, event, etc.
- Possession of illegal substances or conducting any illegal or illicit activity on the property.
- Excessive cleaning &/or excessive trash, garbage or debris removal.
- Failure to return keys, garage door or gate openers, parking passes, etc.
- Soiling of bedspreads, carpeting &/or upholstery to cause special cleaning.
- Excessive utility consumption and surcharges from TV service provider for paid programming.
- Unauthorized use of pool &/or spa heater when guests have not paid for use of the pool heater.
- Swimming pool &/or spa having been used in an unsanitary or inappropriate manner.
- Violation of our No Smoking policy or leaving behind offensive odor.

- Violation of PET policy &/or any additional indoor/outdoor cleaning required as a result of a pet being on the property.
- Furniture &/or other contents relocated and not put back in their original place/location.
- Any other use of property &/or its contents which causes additional work or expense for owners, &/or MANAGER.
- VIOLATION of house rules and other terms of this agreement.

Should MANAGER be unsuccessful in charging card, it will demand payment from GUEST. If GUEST fails to pay and MANAGER must take legal action, all court costs, reasonable attorneys fees and the maximum interest rate allowable by Florida law from date of check-out to collection shall be added to the penalty or charges owed by GUEST.

GUEST INITIAL _____

PARTIES, SPECIAL EVENTS OR EXTRA GUESTS

GUEST is strictly prohibited from hosting any special event, wedding, party, reception, or gathering of people. Only REGISTERED GUESTS are permitted to enter into property, onto its grounds, or into its community. Failure to abide by this rule shall be deemed an intent to defraud and an attempt to falsify a reservation and is punishable by law per Chapter 509.151 of the 2013 Florida Statutes.

Special events, weddings, parties, receptions may be accommodated at special VACATION RENTAL properties but are provided only at extra charge under separate contract to be executed in writing with the MANAGER.

We will not rent to vacationing students or singles under 25 years of age unless accompanied by an adequate number of adult guardians or parents to the satisfaction of MANAGER.

MANAGER at its sole discretion may abruptly terminate GUEST'S continued use of the property, without refund and at further penalty. Failure to VACATE when ordered is a violation of law and subject to trespassing and felony charges under 2013 Florida Statutes Chapter 509.

GUEST INITIAL _____

FALSIFIED RESERVATIONS & INTENT TO DEFRAUD

Any reservation obtained under false pretense will be subject to forfeiture of all monies paid and the party will either not be permitted to check-in or will be ordered to vacate. MANAGER is under no obligation to refund any monies paid and may further penalize GUEST.

Misrepresentation of age, the number of GUESTS or visitors, hosting an unauthorized party, event or other gathering, using false identity, use of fraudulent payment methods, lack of payment, use of the property for illegal activity or something other than strictly overnight accommodations transient in nature, being at property outside of the specified time period, etc. all represent a falsified reservation with an intent to defraud. Per Florida Statute 509.151, any GUEST who reserves or occupies a VACATION RENTAL property with the INTENT to DEFRAUD the MANAGER is guilty of a felony of the third degree and is punishable by s. 775.082, s. 775.083 or s. 775.084.

If such misrepresentation occurs, MANAGER reserves full right to order all persons to promptly VACATE the premises. MANAGER reserves right to press charges and will seek penalties for damages for disruption to its normal course of business, damages to its reputation, damages to property &/or other charges to restore property to its usual condition, nuisance to neighbors and having to call upon law enforcement.

INDEMNIFICATION:

GUEST and its guests agree to and do hereby indemnify and hold harmless the agent, agent's employees and representatives, and the property owner, its representatives and successors and assigns from any and all claims, liability, and injury to person or persons upon the premises from any cause whatsoever. GUESTS make use of the vacation rental property, its swimming pool, its spa (if any), its bicycles (if any) and all other furniture, furnishings, appliances and other contents of the vacation rental AT THEIR OWN RISK and by entering property shall hold harmless PROPERTY OWNER, and its MANAGER. This full indemnification includes and is not limited to any and all suits, injury, costs, losses, actions, court costs, attorney fees, penalties and damages of any kind, however caused, (except willful gross negligence) and any expenses arising from or related thereto from the GUEST rental use and enjoyment of the premises.

POLICIES, PROCEDURES & SERVICES PROVIDED BY MANAGER

ALTERATIONS OR CHANGES TO PROPERTY OR CONTENTS

GUEST shall not paint or make any alterations to the property or any of its contents, including changing existing locks or adding new ones. If GUEST rearranges furniture, furnishings, or contents, GUEST is responsible for putting things back as they found it at check-in.

BAR-B-QUE GRILLS

Many of our vacation rentals come equipped with a grill. In the case of a single family home, we will provide an initial tank of gas. Replacement tanks are the guests own responsibility. If GUEST wishes to have our staff provide a new tank during their stay, we will do so at a rate of \$75 with proper notice or \$150 if outside of normal business hours. Rates are subject to change without notice. In the case of condominiums, often times a BBQ grill is made available for use somewhere on common grounds. In this case, gas is provided by the Association, not the MANAGER.

CHANGE IN AVAILABILITY:

Should the rental property itself become uninhabitable for reason of fire, flood, mold or water loss, or honest error in double booking, MANAGER may substitute the PROPERTY for an equal or higher valued property at no additional charge to the GUEST. The MANAGER shall notify GUEST promptly of any changes. Should substitute property not be available, MANAGER will issue full refund to guest.

CLEANING & SUPPLIES

The vacation rental unit will be professionally cleaned prior to GUEST arrival and promptly after the check-out time indicated above, unless we are notified of early departure. GUESTS are responsible for keeping property in a generally clean and tidy manner throughout the duration of their stay. GUESTS are responsible for taking out the trash, cleaning their own dishes and leaving the property in a generally tidy condition at check out.

An initial supply of trash bags, toilet paper, paper towels, dishwashing and laundry detergent is provided by MANAGER at check-in. GUESTS will need to purchase additional items when they run out, their own cleaning supplies and toiletries, etc. for use during their stay.

While we make every effort to have the vacation rental unit cleaned and ready for check-in by 3pm, circumstances beyond our control (extreme traffic, emergencies or unforeseen circumstances arising at another property, staff illness, etc.) may cause an unforeseen delay.

If GUEST arrives and the cleanliness of the unit is not satisfactory, GUEST is to notify MANAGER promptly and it will direct staff to remedy the issue expeditiously. Refunds will not be issued for allegations of lack of cleanliness or disrepair.

Optional maid services may be arranged during your stay at an additional expense. Arrangements made in advance of check-in are recommended.

COMMUNITY RULES, RESPECT FOR NEIGHBORS & CONDUCT:

GUEST &/or their GUESTS shall not disturb, annoy, endanger, or inconvenience neighbors, nor use the premises for any immoral or unlawful purposes, nor violate any law or ordinance, nor commit waste or nuisance on or about the premises. If GUEST is intoxicated, profane, lewd or brawling or indulges in any language or conduct which disturbs the peace and comfort of other guests, neighbors or the community or which injures the reputation, dignity, or standing of the MANAGER or who in the opinion of the MANAGER is a person the continued entertainment of whom would be detrimental to such, MANAGER may order GUEST to vacate without refund.

Where infraction is relatively minor and MANAGER has confidence GUEST will correct and cease its actions, MANAGER shall provide notice to GUEST by telephone, voicemail &/or e-mail if a complaint is received. Depending on the seriousness of the complaint or GUEST's failure to comply, MANAGER reserves the right to order GUEST to vacate without refund.

Any GUEST who remains or attempts to remain after being told to vacate is guilty of a misdemeanor of the second degree and is punishable by s. 775.082 or s. 775.083.

DAMAGES & CONDITION OF PROPERTY & CONTENTS

Upon arrival, if GUEST notices any disrepair, breakage or potentially missing item, please report it promptly to our office via phone during business hours or via e-mail. In addition, if any general maintenance needs are noticed, MANAGER appreciates GUEST bringing it to our attention. If the maintenance item is urgent in nature or necessary for the enjoyment of your stay we will work to remedy the situation promptly. Otherwise, the work will be scheduled at a later date so as to not interrupt your stay.

We understand accidents do happen from time to time. Should GUEST or its guests break or damage something, please notify the office immediately. Those who report the damages most often are not held responsible provided the GUEST gives us the courtesy of reporting it and if MANAGER deems it accidental in nature. We appreciate being told about any damages, need for repair or replacement so that we may promptly address them and have the situation rectified for GUEST's continued enjoyment or for the benefit of subsequent GUEST(S). At Naples Florida Vacation Homes, LLC we pride ourselves on keeping our VACATION RENTALS in optimal condition and do appreciate input and cooperation from our GUESTS.

GARBAGE & TRASH COLLECTION

GUEST is responsible for picking up and disposing of its own trash in outdoor garbage bins or at designated locations within condominium buildings or communities. When GUEST is staying in a single family home, GUEST is responsible for putting trash bins out at curb on scheduled pickup days. Collection days will be posted in the property and will be included with your check-in instructions.

In our private homes, neighborhood trash collection days often do not coincide with check-in and check-out days. As a result GUEST might arrive to find residual trash in the bins waiting for the next collection day. On the same accord, GUEST will often leave behind trash after check-out which will be collected on the next regular trash collection day. Staff is provided to put the trash out to the curb only when property is VACANT. GUESTS are responsible for rolling the bins to/from the curb for pick up. Failure to put GARBAGE out for pick-up days, resulting in overflowing and excessive trash being accumulated at the PROPERTY may be subject to additional charge.

In condos there is typically a designated place somewhere outside of your unit for disposing of trash. GUEST has no responsibility to roll trash bins to the curb for collection. Dumpsters are emptied periodically and controlled by the Condominium's Association.

INTERRUPTION OF SERVICES:

Tenant understands, acknowledges and agrees that any one or more of the utilities, plumbing, mechanical, electrical, heating or cooling system or aspect of home maintenance or services may be interrupted by reason or accident, emergency or other causes beyond the control of MANAGER and may be discontinued or diminished temporarily to affect certain repairs, alterations or improvements to be made. MANAGER will work to the best of its ability to rectify the situation as promptly as possible and shall keep GUEST informed of the progress but shall not be liable for damages, inconvenience or otherwise for any failure or interruption of any utility service and failure of equipment or systems within the property. GUEST is not entitled to terminate this Rental Agreement or demand refund or compensation.

LINENS

GUEST will be provided with one set of sheets (pre-made on bed), 1-2 pillows per person per bed, kitchen towels, bath towels, beach towels, hand towels and washcloths suitable for the registered number of guests. All linens are laundered offsite at a commercial facility. GUESTS may request a fresh set of linens be exchanged for the soiled linens at extra charge or may use the in-unit washer & dryer to launder the linens themselves. If laundering linens in house during stay, please take caution to wash separately from other colored items to prevent permanent color damage.

WHITE towels and linens are for use IN HOUSE and for general bathing. STRIPED or COLORED towels are for use at the BEACH or at the POOL. DARK washcloths are provided for make-up removal or other uses which might cause permanent staining of our white linens.

All linens are inventoried at check-out. Lost, stolen or damaged linens are charged at a rate of three times replacement cost as determined by MANAGER.

LOCKED CLOSETS, STORAGE AREAS & OWNERS PROPERTY

Some of our vacation rental properties have locked closets, cabinets, storage chests or other storage areas. Those areas are off-limits to GUESTS. GUESTS shall refrain from entering or making use of any area or space which is either locked or is intended to be locked and contains personal items of the OWNER. From time to time OWNER may have things stored in storage containers or in boxes. In such case, if it is labeled as OWNER ITEMS, GUESTS will respect those items as off-limits.

LOSS OF GUEST PROPERTY

MANAGER is not responsible for any personal property brought to the VACATION RENTAL property. MANAGER also will not accept any money, jewelry or valuables for safekeeping. GUEST is responsible for safeguarding its own property and possessions.

PARKING

Trailers, boats, jet skis or other commercial vehicles may not be parked at the property. Parking of GUEST personal vehicles shall be limited to the space available on driveway or in garage or parking spaces allotted to the condominium unit itself. At all times, GUESTS are required to be respectful of neighbors and shall abide by local ordinance &/or community rules. In most cases, there is adequate parking for one personal vehicle to every three to four guests. If your group has additional vehicles, please discuss in advance with the MANAGER as the conditions vary from property to property. In general, street or curbside parking is not customary in most communities in Naples and is often considered by neighbors as a nuisance.

PETS OR OTHER ANIMALS

Absolutely no pets are allowed, except with written authorization of MANAGER. If MANAGER provides written authorization to allow a pet at property, GUEST assumes all responsibility for any damages, injury or nuisance to others, &/or additional cleaning incurred.

If MANAGER has reason to believe there is a violation, GUEST will be ordered to VACATE immediately with NO REFUND and shall be penalized for violating our NO PET POLICY.

POOL HEAT:

GUESTS are encouraged to arrange pool heat with the office in advance of arrival. GUESTS are obligated to pay a per diem rate for the duration of their reservation.

If GUEST requests pool heat after their arrival, GUEST understands that it may take 48 or more hours to heat the body of water. Arrangements for pool heat after check-in are subject to a special trip charge for our staff to turn on heating equipment.

The charges for pool heat are for utility and water consumption and use of pool-heating equipment. Water temperature is highly dependent upon external weather conditions. MANAGER cannot guarantee water temperature will be satisfactory to GUEST. In case of unusually cold weather, most pool heaters will not or cannot be operated if ambient temperature falls below 60 degrees F. Except for the highly unusual event of total equipment failure as determined by MANAGER, pool heat charges are not refundable.

PROPERTY LISTED FOR SALE:

On occasion, an OWNER may wish to try to sell its vacation rental property while it is also made available to VACATION RENTAL GUESTS. GUESTS are responsible for keeping property in a relatively tidy and neat condition and must accommodate showing requests. MANAGER will do its best to provide GUEST with 24-hour notice of showings and will accept showing requests from other professional real estate agents only between the hours of 9:30am and 5:30pm, any day of the week, unless GUEST consents and agrees to a time outside of the stipulated hours. GUEST need not stay home for showings since prospective buyers will always be accompanied by a verified Florida Licensed Real Estate Sales Agent or Broker. GUEST need also not leave the property for showings. We will notify REALTOR that property is GUEST OCCUPIED. We will instruct the showing REALTOR to knock and announce themselves before entering. We will ask that they be as brief as possible. If GUEST is "at home" while showings take place, we recommend GUESTS refrain from conversing with PROSPECTIVE BUYERS and their REALTOR.

If property is listed FOR SALE at the time of booking, MANAGER will disclose that fact prior to booking. If property is listed for sale after reservation is made, MANAGER will notify GUEST that the property has been listed for sale and will do its best to allow GUEST to switch to another property if so desired and if available. If GUEST chooses to move reservation to another property managed by MANAGER, GUEST is responsible for paying any differences in price since each property is owned by different owners and rates vary from one property to another.

Sorry, changes from one property to the next cannot be accommodated once the guest has checked in, unless GUEST is agreeable to paying an extra cleaning fee and linen charge. Listing of PROPERTY FOR SALE does not give GUEST any right to CANCEL their reservation, nor be compensated for the inconvenience. Because a GUESTS use of the property is only temporary and of short duration, GUEST shall not hinder OWNER's opportunity and right to sell its property. GUEST shall not have any right to deny showing requests during the stipulated hours.

Should property be sold, if MANAGER is the listing agent, it will request all future reservations be honored though it cannot guarantee the outcome of negotiations between BUYER and SELLER. If property is sold and reservation cannot be honored, MANAGER will issue a full refund &/or work to accommodate guest in another VACATION RENTAL, if available at a cost acceptable to GUEST.

RIGHT TO ENTER:

GUEST shall make available to MANAGER, their employees, agent or subcontractor access to the premises to make necessary repairs and to periodically inspect premises as MANAGER may deem necessary. MANAGER shall attempt to reach guest with a courtesy call, send text or notify by e-mail GUEST in advance. MANAGER shall knock before entering property, and announce itself at door before entering.

GUEST shall also allow exterior access to lawn and pool personnel for weekly service without notice.

GUEST shall also allow access to any requests to inspect by the Division of Hotels and Restaurants, or other local or state government officials. If such request is ever made, MANAGER will always accompany the official on inspection.

UTILITIES, INTERNET & TELEVISION:

The MANAGER will provide water, electric, natural gas where applicable, wireless internet, and basic cable TV service. GUESTS are also expected to consume utilities in a conscientious manner. MANAGER reserves the right to charge extra for excessive consumption.

Where GUEST orders pay-per-view or specialty TV programs at an additional charge, GUEST will be charged cost plus a \$25 billing fee.

TELEPHONE SERVICE:

There is NO telephone service provided at most of our vacation rental properties. Guests are encouraged to bring their own cellular telephones, computers, and other wireless devices to use for their own communications. Wireless internet service is provided at the majority of our VACATION RENTAL properties.

SOLE AGREEMENT:

The terms of this agreement and Policies and Procedures set forth within above are meant to protect our property owners, our guests, the rights and uninterrupted enjoy by future and subsequent guests, and ensure respectful use of property without bearing unnecessary cost and risk. Many provisions within this agreement are designed to ensure our ability to continue to provide flexible vacation rental options for our guests while still keeping peace with neighbors and homeowner or condo associations, without further impedance by new regulation and restriction.

All GUESTS, as well as owners are required to conform to all Policies and Procedures. GUEST assumes full responsibility for fulfilling the terms stipulated herein for the period stated and assures MANAGER full recourse for the payment of any amount outstanding from the total amount due in accord with the terms as stated above including any outstanding or unpaid charges that are the responsibility of the GUEST.

This document, including any attachments incorporated by reference herein, constitutes the entire and sole agreement between MANAGER and GUEST respecting the leased Premises, the leasing of the leased Premises to GUEST, and the term created under this Agreement, and correctly sets forth the obligations of the MANAGER and GUEST to each other as of its date. Any agreements or representations not expressly set forth in this agreement are null and void.

GUEST SIGNATURE: _____ **DATE** _____