

Naples Florida Vacation Homes — Rental Agreement

This agreement is made by and between MANAGER whose organization is licensed as a Public Lodging Establishment Operator licensed with Florida's Division of Hotels and Restaurants, and GUEST.

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 **3:00 pm or later on check-in to 10:00 am or earlier on check-out**, for the property listed above, located at the above address. 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.

Transient use only

Regardless of duration of stay, GUEST use of the property is specifically temporary and transient in nature for a total number of (specified # of guests as registered) with an intended use for overnight accommodations. GUEST(S) 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 that no rights are afforded to GUEST(S) as a tenant under Florida law. GUEST may not let, sublet or assign their use to another party without MANAGER's written consent.

If GUEST abandons or vacates the premises, fails to execute contract and pay in accordance with payment terms 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.

Payment

All reservations are required to be paid in full at the time of booking, unless payment has been made through a third party travel agency or alternative payment arrangements have been expressly authorized by the MANAGER in writing prior to confirmation of the reservation. Failure to pay in a timely basis reserves MANAGER the right to cancel the reservation.

Guest Registration

Every person regardless of age (0 to 100+), who is staying overnight or visiting the property for any length of time must be pre-registered as a GUEST. The person signing this agreement agrees to register all GUESTS within **48 hours** of making the reservation. Under no circumstances may the number of registered guests ever exceed the maximum occupancy of the vacation rental.

If MANAGER discovers any unregistered guests or visitors, or property is over-occupied exceeding the maximum sleeping capacity, MANAGER reserves its right to charge the GUEST a penalty calculated by **\$100 per person per night** multiplied by the total number of nights of the reservation for each unregistered person which MANAGER believes occupied the property. Any unregistered GUEST found on the property during the duration of the agreement shall also be considered a trespasser under Florida law.

Should you need to make any changes to your guest registration prior to check-in, please make such requests by e-mail to MANAGER at BookDirect@NaplesFloridaVacationHomes.com. MANAGER will confirm changes by e-mail. The total number of guests (regardless of age) may not exceed the maximum occupancy limits of the vacation rental property at any time.

Guest Responsibility for Adherence of this Agreement

Credit card authorization

The responsible party (GUEST) signing this agreement must put on file with MANAGER a valid credit card as a security deposit to ensure adherence to this agreement. 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.

Circumstances that may result in additional charges

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 complaints 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 and or repair.
- Failure to obey our check-in & check-out times.
- Exceeding the number of GUESTS or visitors as registered, including hosting of any unauthorized gatherings, party, event, etc.
- Exceeding maximum occupancy as listed for specific property.
- Possession of illegal substances or conducting any illegal or illicit activity on the property.
- Excessive cleaning and or excessive trash, garbage or debris removal.
- Failure to return keys, garage door or gate openers, parking passes, or other property belonging to the rental property owner.

- Soiling of bedspreads, carpeting and or upholstery to cause special cleaning.
- Excessive utility consumption and surcharges from TV service providers for paid programming.
- Unauthorized use of pool and or spa heater when guests have not paid for use of the pool heater.
- Swimming pool and or spa having been used in an unsanitary or inappropriate manner.
- Violation of our No Smoking policy or leaving behind offensive odor.
- Violation of ANIMAL policy and or any additional indoor/outdoor cleaning required as a result of a pet being on the property.
- Furniture and or other contents relocated and not put back in their original place/location.
- Damage, theft, or loss of linens, beach gear, pillows, bedding.
- Any other use of property and or its contents which causes additional work or expense for owners, staff and or MANAGER.
- Violation of house rules and other terms of this agreement.

Should MANAGER be unsuccessful in charging a card, it will demand payment from the 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.

Parties, Special Events or Gatherings

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 certain VACATION RENTAL properties but are provided only at extra charge under separate written agreement with the MANAGER.

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

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.

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.

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 and/or other charges to restore property to its usual condition, nuisance to neighbors and having to call upon law enforcement.

Indemnification & Hold Harmless

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 dock (if any), its grounds, 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 property 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.

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. If GUEST modifies TV, internet connections or settings, it shall restore those settings prior to checking out. GUEST shall never modify internet passwords.

Bar-B-Que Grills

Many vacation rentals come equipped with a grill. Propane tanks are the responsibility of the GUEST. If propane is available, GUEST is welcome to use it. If propane tanks are empty or run out, GUEST is responsible for exchanging the tank. GUEST is responsible for closing the propane tank after use to prevent gas leaks.

If GUEST would like our team to assist, MANAGER would be happy to do so for a **\$75 trip charge** within regular maintenance hours. Rates are subject to change without notice.

In the case of condominiums, oftentimes 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 of a Vacation Rental

Should the rental property become uninhabitable for reason of fire, flood, mold or water loss, sale of unit, 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. ONLY if a substitute property is not available will MANAGER issue a refund to GUEST. GUEST dissatisfaction of substitute property does not constitute a refund.

Cleaning & Supplies

The vacation rental unit will be professionally cleaned prior to GUEST arrival and promptly after check-out. 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. GUEST is responsible for purchasing 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 3:00 pm, circumstances beyond our control (extreme traffic, peak season demand, emergencies or unforeseen circumstances arising at another property, staff illness, etc.) may cause an unforeseen delay. No compensation is made if MANAGER is unable to complete cleaning prior to GUEST check-in.

General cleaning equipment and supplies (vacuum, mop, dusters, cleaning solutions, etc.) are not provided in the vacation rental. If you are staying for an extended period of time, you may wish to purchase these items for your own use. Optional maid services may be arranged during your stay at an additional cost. Arrangements made in advance of check-in are highly recommended, particularly during high season.

Community Rules & Conduct — Respect for Neighbors, Staff & Vendors

GUEST(S) 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 becomes intoxicated or engages in profane, lewd, disruptive, or otherwise inappropriate language or conduct that disturbs the peace, comfort, or safety of other guests, neighbors, staff, vendors, or the surrounding community, or that harms the reputation, dignity, or standing of MANAGER, or if, in MANAGER's sole discretion, GUEST's continued occupancy is deemed detrimental, MANAGER may require GUEST to immediately vacate the property 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 and/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. GUESTS must be aware that vacation rentals co-exist in regular residential neighborhoods. Neighbors may very well not be vacationers and may be permanent residents. Neighbors are not your concierge service. Respect neighbors' privacy. Call upon MANAGER and its staff for assistance.

Damages & Condition of Property & Contents

Upon arrival, if GUEST finds the property to be unsatisfactory in cleanliness, in disrepair, or notices any breakage, damage, missing item, or general maintenance need, GUEST must promptly notify MANAGER by email at Maintenance@NaplesFloridaVacationHomes.com.

MANAGER will direct staff to address reported issues as expeditiously as possible. Urgent maintenance issues or those materially affecting the enjoyment of the stay will be prioritized and remedied promptly; non-emergency maintenance work is performed Monday through Friday between 8:30 a.m. and 4:30 p.m. and may be scheduled for a later date so as not to disrupt the stay. MANAGER will make reasonable efforts to rectify reported issues during regular maintenance hours. **No refunds will be issued for allegations of lack of cleanliness, disrepair, or maintenance-related issues.**

We understand accidents do happen from time to time. Should GUEST break or damage something, please notify MANAGER immediately. Those who report the damages most often are not held responsible provided the GUEST gives us the courtesy of reporting it in a timely fashion and if MANAGER deems it accidental in nature.

We appreciate being told about any damages, need for repair or replacement or special cleaning so that we may be afforded the time to promptly make arrangements to remedy the situation 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.

Oftentimes another guest may check-in as early as just five hours after GUEST checks-out. In consideration of the GUEST who will follow your stay, please notify us immediately of any issue which may take extra time to remedy and make right for the next guest.

Pests, Bugs & Insects

GUEST acknowledges that the Property is located in a tropical climate where the presence of insects and small wildlife, including but not limited to ants, mosquitoes, cockroaches, lizards, frogs, spiders, and silverfish, is common and cannot be completely prevented. While MANAGER takes reasonable and commercially appropriate measures to maintain the Property and provide routine pest control, MANAGER has no control over pests entering the Property through doors, windows, garages, or other openings.

It is the responsibility of GUEST to keep all doors and windows closed when not in use and to properly store food and dispose of trash in a timely manner to minimize attraction of pests. Bug bites or the presence of insects or small pests do not constitute a breach of this Agreement and shall not be grounds for a refund, relocation, or compensation.

Bed Bug Prevention & Claims

MANAGER maintains all Properties to a high standard of care and takes proactive measures to prevent bed bug infestations. All mattresses, box springs, and pillows are fully encased in certified bed bug protective encasements designed to prevent the entry or escape of bed bugs.

If GUEST alleges the presence of bed bugs in the Property, GUEST must immediately notify MANAGER by email at Maintenance@NaplesFloridaVacationHomes.com and provide clear photographic evidence of the alleged bed bug, along with photographs of the surrounding area where the insect was found, sufficient to reasonably verify that the insect originated within the Property. Upon receipt of such notice and documentation, MANAGER will conduct a prompt inspection of all mattresses, box springs, pillows, and encasements in the Property. Unsupported or unverified allegations of bed bugs shall not constitute a breach of this Agreement and shall not be grounds for a refund, relocation, or other compensation.

If evidence indicates that bed bugs were introduced by GUEST or GUEST's belongings, GUEST shall be responsible for all inspection, treatment, remediation, relocation, and lost-rental costs.

Cancellation Policy

Third-party bookings

Reservations made through a third-party booking platform (including but not limited to Airbnb, VRBO, Booking.com, or similar) shall remain governed by the cancellation policy in effect at the time the reservation was created on said platform. Any changes to a platform's cancellation terms made after the reservation was confirmed shall not apply retroactively to existing reservations.

Direct bookings

All reservations made directly with MANAGER at Naples Florida Vacation Homes, LLC, including but not limited to reservations made by telephone, through MANAGER's official website, or via any other direct communication method, are subject to a **strict non-refundable cancellation policy**. No refunds or credits shall be issued to GUEST for cancellations, regardless of the reason or timing of the request, unless trip cancellation insurance is purchased at the time of booking. This includes weather (snow storms, tropical storms, hurricanes), travel (flight cancellations and delays), medical reasons (illness, death, disability), pandemics and/or epidemics and other acts of God.

Should the GUEST decide not to come, it should notify MANAGER promptly in writing of the wish to cancel. MANAGER may be able to unblock the calendar for the specified dates and try to accommodate a different guest. In the event of a new reservation, MANAGER may be able to reimburse the GUEST for a portion of the original reservation; however, a new booking does not constitute a full refund for GUEST.

It is the sole responsibility of GUEST to review and understand the applicable cancellation policy at the time of booking. MANAGER strongly recommends the purchase of travel insurance, as no refunds or compensation shall be provided by MANAGER in the event of GUEST's cancellation, no-show, late arrival, or early departure.

Garbage & Trash Collection

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

Private homes

In 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 when they occupy the property. 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.

Condominiums

In condos there is a designated place somewhere outside of your unit for disposing of trash. GUESTS of condos are responsible for disposing all garbage in the community provided collection area. Dumpsters

are emptied periodically and controlled by the Condominium's Association, for which MANAGER has no control.

Interruption of Services

GUEST understands, acknowledges and agrees that any one or more of the utilities (water, electricity, natural gas, and or sewer) or services (plumbing, mechanical, air conditioning, heating, pool pump, pool heater, internet, landscaping or other appliances) 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 or at the property.

Temporary interruption of air conditioning, internet, cable, pool equipment, or appliances does not constitute uninhabitability. GUEST is not entitled to terminate this GUEST USE AGREEMENT. GUEST is not entitled to a 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 (1 per guest), beach towels (1 per guest), 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.

Color coding

- **White** towels and linens are for use in-house and for general bathing.
- **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 & Owner 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 and not available for GUEST use.

Loss of Guest Property

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

Virtual Guest Services

A member of our staff is available 24 hours a day, 7 days a week, 365 days of the year. Services may be slower on the following US holidays which we observe:

- New Year's Day (January 1)
- Easter Sunday (subject to change)
- Mother's Day (a Sunday in May)
- Memorial Day (last weekend in May)
- Father's Day (a Sunday in June)
- Independence Day (July 4)
- Labor Day (1st weekend in September)
- Thanksgiving Day (4th Thursday of November)
- Christmas Eve (December 24)
- Christmas Day (December 25)
- New Year's Eve (December 31)

Local Maintenance Hours

Our Housekeeping & Property Maintenance hours are **Monday through Friday from 8:00 am to 4:00 pm**. Requests received after 2:00 pm will be addressed on the following day. Evening and weekend cleaning and maintenance service is available only for repairs deemed an emergency by MANAGER. An "emergency" is limited to conditions that pose an immediate threat to health, safety, or property, such as active water leaks, fire hazards, or loss of essential utilities.

Please report issues to our team as soon as they are noticed to Maintenance@NaplesFloridaVacationHomes.com. Staff will create a work order and schedule maintenance in order of urgency and staff availability dependent on tools and skills necessary.

Your notification will go directly to those who coordinate maintenance. We do not provide 24/7 Maintenance service, except in the case of an emergency as deemed by MANAGER.

MANAGER reserves its right to first protect the health and well-being of its maintenance team members. In times of epidemic, pandemic or other infectious disease, MANAGER may deny maintenance service while rental properties are occupied. GUEST is obligated to notify MANAGER if someone who is staying in the property is ill with a contagious condition.

Parking

Trailers, oversized trucks, 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 and/or community rules. In most cases, there is adequate parking for one personal vehicle to every three to four guests. If your group will have more than one vehicle for every four guests, please discuss this in advance with the MANAGER as the parking 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.

Animals, Service Animals, Pets

Absolutely no animals are allowed, except with written authorization of MANAGER.

If MANAGER provides written authorization to allow an animal at property, GUEST assumes all responsibility for any damages, injury or nuisance to others, and/or additional cleaning incurred. Our animal fee gives you the ability to bring animals. If your animal sheds or makes any other mess in the rental both inside or outdoors, it is the GUEST's responsibility to clean after their own animal(s). The animal fee does not cover the cost of us having to clean up after the animal. 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 ANIMAL POLICY.

Whether GUEST brings an ANIMAL, SERVICE ANIMAL, or PET of any kind, in consideration of other guests who have allergies, extra cleaning may be required. Therefore in all circumstances when an ANIMAL of any kind accompanies GUEST an ANIMAL fee must be paid.

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 entire duration of their reservation. Last minute purchase of pool heat is subject to a higher rate.

If GUEST requests pool heat after their arrival, GUEST understands that it may take **48–72 hours** to adequately heat the large body of water. Arrangements for pool heat added on after initial reservation are subject to a higher cost in light of the extra administrative work to add it onto your reservation and

oftentimes extra trips to the property to turn the heater on. Pool heat is also required to heat a jacuzzi tub, whirlpool or spa. Pool heat is not required in condominium communities as the community usually keeps the pools heated during winter months.

The charges for pool heat are for utility and water consumption and use of expensive pool-heating equipment. Water temperature is highly dependent upon 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 65 degrees F. Except for the highly unusual event of total equipment failure as determined by MANAGER, **pool heat charges are NEVER refundable.**

GUEST is responsible for adding water to pool during stay; MANAGER will provide a hose at the property. Evaporation naturally occurs when the temperature of the air is lower than the temperature of water. Debris in the pool does not constitute a refund.

Property Listed for Sale

On occasion, an OWNER may wish to exercise their right to place their property on the market for sale with a licensed realtor and may do so also while making their property available to VACATION RENTAL GUESTS. If an OWNER has their property listed for sale, GUESTS shall be responsible for keeping property in a relatively tidy and neat condition and must accommodate showing requests during their stay.

How showings work

- MANAGER will strive to provide GUEST with 24-hour notice of showings.
- Showing requests are accepted from Florida licensed real estate agents only, between 9:30 am and 5:30 pm, any day of the week.
- 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 may at their own discretion be present in the rental during the showing but shall not interfere with the showing.
- When we receive a request for a showing while the unit is occupied, we will notify the REALTOR that the property is GUEST OCCUPIED, instruct them to knock and announce themselves before entering, and ask that they be as brief as possible.
- If GUEST is “at home” while showings take place, we request that GUESTS refrain from conversing with PROSPECTIVE BUYERS and their REALTOR.

Listing of PROPERTY FOR SALE does not give GUEST any right to CANCEL their reservation, nor be compensated for the inconvenience. Because a GUEST’s 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, and a reservation cannot be honored, MANAGER will work to accommodate GUEST in a similar vacation rental, if available, at a cost variance acceptable to GUEST or provide a full refund to GUEST.

Right to Enter Property

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 themselves at the door before entering.

GUEST allows exterior access to lawn, pool and other service personnel for periodic service without notice. GUEST shall keep all pool cage doors unlocked to allow service to pool service personnel at all times.

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. From time to time an OWNER may need to have their property inspected by an appraiser, contractor or agent on behalf of their insurance carrier or owner. MANAGER shall make reasonable effort to make those timely and important inspections happen while unoccupied. If those inspections need to happen while occupied, MANAGER will always notify GUEST and will always send a member of its staff to accompany the person needing access.

Utilities, Internet, TV & Telephone Service

The MANAGER will provide water, electric, natural gas where applicable, and wireless internet. GUESTS are also expected to consume utilities in a conscientious manner. MANAGER reserves the right to charge extra for excessive consumption of utilities. Where GUEST orders pay-per-view or specialty TV programs at an additional charge, GUEST will be charged cost plus a **\$25 billing fee**.

There is **NO telephone service** provided at any of our vacation rental properties. Guests are encouraged to bring their own mobile phones, computers, and other wireless devices to use for their own communications. Wireless internet service is provided at most of our vacation rental properties. Interruption in wifi or internet service does not constitute a refund.

Mail & Package Delivery

Mailboxes are not maintained. If GUEST needs to receive mail or packages before, during or after their stay, MANAGER welcomes GUEST to use the office address for any mail and or package deliveries.

[Name of guest]

c/o Naples Florida Vacation Homes

2805 Horseshoe Dr S #10
Naples, FL 34104

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 enjoyment 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 GUEST USE AGREEMENT of the VACATION RENTAL PROPERTY to the GUEST, for the specific 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.