

Rental Agreement

By making a deposit on this reservation, you acknowledge that you have read and agree to the terms below:

1. **Check-In / Check-Out Times.** Check-in starts at 4:00 PM (CST). Check-out time is 10:00 AM (CST). Late check-outs require approval and may require an additional fee.
2. **Advance Reservations and Rates.** Reservations can be made up to one year in advance. We reserve the right to correct or adjust rates to the published rates at the time of the reservation in the event that they have been misquoted due to human and/or computer error.
3. **Reservation Deposit.** A reservation deposit equal to 50% of the total booking charges is due at the time of reservation. This deposit will be applied towards the total booking charges due. The remaining balance is due 60 days prior to arrival.
4. **Payment of Rent.** The balance of the rental fee is due 60 days prior to the Check-In date. Failure to do so, can result in loss of deposit and reservation.
5. **Travel Protection Insurance:** Travel protection service is highly recommended and can be purchased directly from VRBO as part of the reservation process or a number of independent reputable national providers including MH Ross, Alliance or TravelSafe Depending upon the source of your booking, it may or may not be automatically added as a separate item.
6. **Cancellations and Changes.** Reservations may be cancelled or changed by notifying us at least 60 calendar days prior to your arrival date ("Cancellation Period"). In such instances, the full amount of your Reservation Deposit will be refunded, less a \$250.00 administrative cancellation/change fee. In the event of cancellations or shortened stays made after the Cancellation Period, you will be responsible for the full amount of the total booking charges, conditions and restrictions may apply.
7. **Accidental Damage Waiver.** Accidental damage insurance is provided for a \$99 fee through VRBO for \$5000 worth of coverage. This waiver provides you and your guests with coverage for accidental damage that may take place at the property during your stay for up to a total of \$5,000 in damages. The waiver or coverage only applies to accidental damages that are reported prior to checkout. **THESE ITEMS MUST BE REPORTED PRIOR TO YOUR DEPARTURE IN ORDER TO BE COVERED BY THIS DAMAGE WAIVER.** Damages in excess of \$5,000, as well as damages or losses excluded from or otherwise not covered by the waiver clause, will be charged to the guest.
8. **Property Availability and Refunds.** Entering into this agreement reserves for you the specific property selected at the time of your reservation upon the receipt of your deposit and signed contract. In the event the property is not available at the time of rental for maintenance, owner usage, or other issues that may render the accommodations unsuitable for rental at the time of the stay, guests will be provided with a full refund. Notwithstanding our efforts, if the specific property reserved is unavailable for any reason, guests will be limited to a full refund or

similar accommodation at their election. In no event will we be responsible for any direct or indirect costs, expenses, fees or other consequential damages resulting from the unavailability of a specific accommodation.

9. **No Pets.** Pets are not permitted. No exceptions will be made. Guests who violate this policy will be charged an additional \$500, plus the expense of any necessary cleaning. Violations may also result in immediate eviction and forfeiture of rent.
10. **No Smoking.** Smoking is not permitted either in the house, decks or outside premises. Guests who violate this policy will be charged an additional \$500, plus the expense of any necessary cleaning. Violations may also result in immediate eviction and forfeiture of rent.
11. **Minimum stay requirements.** Our property is a weekly vacation rental. A minimum stay of three (3) nights is sometimes available during non-peak dates.. One week minimum stays usually apply during peak and holiday periods, with Saturday arrival and Saturday departure.
12. **Maximum Number of Guests.** The maximum number of guests per accommodation is based on the individual accommodation's ability to comfortably and safely house our guests. If the maximum occupancy (10 persons per home) is exceeded, you may be asked to vacate the property and forfeit any rental payments. Weddings, parties and large gatherings are **not** permitted; occupancy by more than 1 ½ times the approved occupancy must be pre-approved.
13. **Age Requirements.** Our vacation rental property requires a minimum of one adult over the age of 26 be staying at the property throughout the full rental term. Guests who violate this policy are subject to immediate eviction and forfeiture of all rental payments. In accordance with Florida State Statute 509.41, reservations made under false pretense are null and void and check-in will not be allowed or guests will be asked to vacate the accommodations. This policy includes reservations made by parents or guardians who do not check in, and/or who leave overnight during the length of the stay.
14. **Departure Policies and Fees:** Please be sure to put all trash in proper containers and place in outside garbage. Please place all dirty dishes in dishwasher and start. We reserve the right to charge an additional housekeeping fee if the home is left abnormally dirty and requires additional cleaning services. Late checkout beyond 10:00am may be subject to additional fees, if not pre-approved.
15. **Housekeeping.** Your vacation accommodations will be cleaned to quality standards prior to your arrival and after your departure. You will be responsible for the cleaning of your unit during your stay and for leaving the unit in good condition at check-out. If units are found abnormally dirty at check-out, additional charges will be charged to your credit card to assist in performing a deep cleaning of the unit.

16. **Linens, Bath Towels, & Household Supplies:** Included in each property are a full set of bed linens and bath towels. A washer & dryer is provided for each home .
17. **Beach & Pool Towels.** Pool towels are included in each home. Please bring beach and/or pool towels as we do not permit bath towels or linens to be taken from the unit except for laundering.
18. **Maintenance.** During your stay, promptly report any maintenance problems. No refund or rate adjustment will be made for unforeseen failures such as the supply of electricity, water, pool filtration systems, air conditioning, telephone, internet, television or cable service, appliances, etc.
19. **Damage Policy.** Guests are responsible for the property, its contents, and themselves during occupancy. Guests must lock windows and doors securely when not in the premises. Rear-ranging the furniture or removing any items from the unit **is prohibited**. **GUESTS MUST REPORT ANY DAMAGES PRIOR TO YOUR DEPARTURE IN ORDER TO BE COVERED BY THIS DAMAGE WAIVER.** After Check-Out, we will inspect the unit for damage, missing items, and abnormally dirty appearance. If damage is present, items are missing, or the unit is abnormally dirty, Dune will repair the damage, replace the missing items, and/or perform a deep clean of the unit at Guest's expense. Guest authorizes us to charge the credit card on file to reimburse the Property Owner for any such expenses.
20. **Hurricanes and Severe Weather**– Guests covered by travel protection insurance may be entitled to a refund or partial refund in the event that the National Hurricane Center and our local governing officials issue a “Mandatory Evacuation” order for the location of your rental property, provided that you have purchased coverage before the storm was named. Any such refunds shall be subject to the terms, conditions and restrictions. We do not provide refunds for cancellations or shortened stays due to actual or anticipated hurricanes, tropical storms or other inclement weather.
21. **Security of Personal Property.** We are not responsible for any acts of theft or vandalism, or other damages to any personal property or for personal items left by guest in the accommodation at departure.
22. **Prohibited Items:** Pets, smoking and fish cleaning are NOT permitted in the home. No cleaning of caught fish is permitted inside the home due to the odor. Guests who violate these policies will be charged a \$500 fee for each offense, plus the expense of any additional cleaning.
23. **No Subletting.** The rental property may not be sublet. Your reservation is not transferable to any other party.
24. **Good Neighbor Policy.** Please remember you are staying in someone's home during your vacation. Please treat it with care and leave it in good condition at checkout. Guests must follow all rules and regulations of the community in which the home is located.
25. **Property Rules and Regulations.** Please observe all rules and regulations governing the use of the property you are occupying. These rules apply to both owners and guests, and failure to comply can result in eviction.

26. **Notices.** All notices required or permitted under this Agreement will be in writing and sent by certified mail, return receipt requested, by reputable oversight courier, by hand delivery, or by email. The notice address for Pat DiGiorgio Living Trust LLC is 24 North Drive, Key Largo, Florida 33037 and sandyfeetkeylargo@gmail.com
27. **Applicable Law.** This Rental Agreement shall be governed by, construed under, and enforced and interpreted in accordance with the laws of the State of Florida and Monroe County.
28. **Venue and Jurisdiction.** The exclusive venues for any civil action related to this Rental Agreement are the United States District Court for the Southern District of Florida, Key West Division, and the County and Circuit Courts sitting in Monroe County, Florida. The Parties here-by submit to the personal jurisdiction of all the courts in the previous sentence and agree not to challenge such jurisdiction.
29. **Indemnification, Hold Harmless, Legal Disclaimer:**

By signing and or submitting payment for this rental, Guests and any Occupants agree to indemnify, defend, and hold harmless the Owner, Landlord and Rental Property Manager for any liabilities, theft, damage, or expense whatsoever arising from any claim or litigation which may arise out of or in connection with Guests or Occupants use of rental property. This includes any claim or liability for personal injury, illness, damage or theft of property, incurred or sustained by Guests or Occupants. If for some reason the reserved property becomes unavailable and a refund is due to renter, the property manager and owner will not be responsible for any other direct or indirect costs or fees.

32. **Waiver of Jury Trial. BY ENTERING INTO THIS AGREEMENT, THE PARTIES KNOWINGLY AND VOLUNTARILY WAIVE THE RIGHT TO A JURY TRIAL AS TO ANY CLAIMS A PARTY MAY CLAIM TO HAVE AGAINST THE OTHER WHICH ARISES OUT OF THIS AGREEMENT OR THE COURSE OF DEALINGS BETWEEN THE PARTIES.**
33. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any prior understanding, marketing or agreement among them respecting the subject matter hereof. There are no representations, arrangements, understandings or agreements, oral or written, relating to the subject matter of this Agreement, except those fully expressed herein. No waiver of any provision hereof shall be valid or binding on the parties hereto, unless such waiver is in writing and signed by or on behalf of the parties hereto, and no waiver on one occasion shall be deemed to be a waiver of the same or any other provision hereof in the future.
34. **Severability.** If any term or provision of this Agreement is held illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of the remainder of this Agreement.

35. **Headings.** Section and other headings contained in this Agreement are for reference purposes only and are in no way intended to define, interpret, describe or limit the scope, extent or intent of this Agreement or any provision hereof.
36. **Guest Illness.** If, during a guest's stay, a member of the party becomes seriously ill with a communicable illness, such as Covid-19, guest is requested to voluntarily notify management of the illness. This voluntary notification will provide the opportunity to arrange for further sanitizing of the home. Guests are also requested to voluntarily notify us if a member of their party scheduled to arrive in the home has been diagnosed with Covid 19 within 14 days prior to the guest's arrival date.
37. **Swimming Pool and Dock Usage – Release of Liability, Waiver of Claims, Express Assumption of Risk and Indemnity Agreement**
In consideration for receiving access and/or permission to use any swimming pool, dock, amenity (“Activity”) at your rental Property or otherwise made available to you as an amenity in conjunction with your rental by Sandy Feet Key Largo, Florida Keys Retreats, Pat DiGiorgio Living Trust LLC and or its affiliates and the Owner(s) of your rental Property (“Owners”), you hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND HOLD HARMLESS for any and all purposes Pat DiGiorgio Living Trust LLC, Owners, and their respective officers, servants, agents, volunteers, or employees (herein collectively referred to as RELEASEES) FROM ANY AND ALL LIABILITIES, RESPONSIBILITIES, CLAIMS, DEMANDS, CAUSES OF ACTION OR INJURY, INCLUDING DEATH, that may be sustained by you or your guests or invitees while participating in such ACTIVITY, whether caused by RELEASEES’ active or passive negligence.
1. You agree that you are fully aware that there are inherent risks involved with ACTIVITY, including but not limited to possible physical injury (including, but not limited to broken bones, strains, sprains, bruises, concussions, heart attack, heat exhaustion) and loss of life and you choose to voluntarily participate in said ACTIVITY with full knowledge that said ACTIVITY may be hazardous to you, your guests, your invitees, and your property (“You”). YOU VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL OR EMOTIONAL INJURY, INCLUDING DEATH, that may be sustained by You as a result of participating in said ACTIVITY, whether supervised or unsupervised. You further agree to indemnify and hold harmless the RELEASEES for any loss, liability, judgment, settlement, damage or costs, including court costs and attorney's fees for both the trial and appellate levels that may occur as a result of or in any way related to Your participation in said ACTIVITY, whether caused by RELEASEES’ active or passive negligence or otherwise.
 2. You agree to be responsible for the day to day general safety conditions of any swimming pool, dock and/or amenity to use at your rental Property. This includes, but is not limited to, keeping the swimming pool, spa and/or hot tub clean of debris, keeping the swimming pool, spa and/or hot tub areas clean, neat

and organized, keeping all gates and doors locked and the swimming pool, spa and/or hot tub area secured at all times, and operating the swimming pool, spa and/or hot tub in a safe, responsible manner.

3. You understand that RELEASEES may not maintain any insurance policy covering any circumstance arising from your participation in this ACTIVITY or any event related to that participation. As such, you are aware that you should review Your personal insurance coverage.
4. You hereby certify that you are at least 18 years of age and you are legally competent to enter into this Agreement, including the Release, Waiver, Assumption, and Indemnity provisions contained herein. You agree that it is your express intent that this release shall bind the members of your family and spouse if you are alive, and your heirs, assigns and personal representatives, if you are deceased, and shall be governed by the laws of the State of Florida.

We, Us, Our:

Sandy Feet Key Largo, Florida Keys Retreats, Pat DiGiorgio Living Trust LLC