

Parties

This Agreement is between HomeSeekers, Inc., its agents, affiliates, and the owner(s) of the rented property (“Mgt. Co.”) and _____ (“Guest”).

General Terms

The terms of this agreement are:

1. Reservations are not confirmed until the deposits listed below are paid.
2. The terms and conditions contained any online rental agreement or confirmation.
3. Any condominium or homeowners’ association rules.
4. Should any conflicts arise, the terms of this agreement shall prevail.
5. **There are no refunds for early departures.** We suggest you purchase Trip insurance

Property (“The Property”)

Address: _____
Bedrooms | Bathrooms: _____ | _____ Property Name: _____
Length of Reservation: _____
Reservation Period: CHECK-IN DATE: _____ TIME: 3 PM
CHECK-OUT DATE: _____ TIME: 11 AM

Occupancy

Maximum Occupancy. Maximum occupancy is two (2) guests per bedroom + two (2) additional guests in shared living space; applies to all occupants, not just overnight guests. Guest must be at least 25 years old or an active member of the military; an occupant of the Property; and, ensure compliance with the occupancy terms by all members of the Guest’s party.

The Property shall be occupied only by the following persons:

Guest’s Name _____
Must be 25 or older, exempting active members of the military
Home Address _____
Email Address _____
Cell Phone _____

Additional Members of Guest's Party:

Include the age of any guest under 21, age only of any guest under 14

_____	_____	_____
_____	_____	_____
_____	_____	_____

Special Requests

Payment

Payment. Payment is due according to online booking site instructions and otherwise by money order, cashiers check, or personal check made out to: *HomeSeekers, Inc., P.O. Box 9126, Tampa, FL 33674-9126.* **Damage Deposit.** A \$200 deposit is due within two (2) days of booking the reservation with copies of Guest's driver's license and the credit card charged. Balance for the Rental Period is due 2 weeks prior to the Rental Period. This deposit converts to a damage deposit upon arrival to the Property; the deposit is refundable within fourteen (14) days of departure, absent a violation of the following provisions upon departure: No damage is done to the Property or its contents beyond normal wear and tear; one load of laundry is started; all dishes are placed in dishwasher; all garbage is collected and placed in outdoor bins, (except cabin the woods, remove to the transfer stations) and; no additional charges were accrued, or all additional charges accrued during Rental Period were paid in full upon departure. The down payment becomes non-refundable 14 days before Guest's arrival. **Additional Charges and Forfeiture.** Guest will be charged what is agreed to be a nonpunitive amount as listed below for the following occurrences: \$50 for each unauthorized animal. \$50 for each invitee or licensee who is unauthorized or in excess of the occupancy limit, each 2-hour period or portion thereof of unauthorized early arrival or late departure, odor removal due to smoke, pets, or otherwise, failure to return key(s), violating terms concerning pool equipment, air conditioner, smoke detectors, outdoor furniture, excessive cleaning including for dirty dishes and leaving items to be disposed, trash or otherwise, and non-emergency use of fire extinguishers, and; the invoiced amount plus \$25 to remedy fines issued, replacement of missing items, damages not covered by Damage Waiver, stains, bed bug treatment, long distance phone calls, and pay-per-view purchases. **Cancellations & Refunds.** Reservations cancelled more than fourteen (14) days prior to the scheduled arrival date will receive a 100% refund less credit card fees. Reservations cancelled more than seven (7) days and up to fourteen (14) days will receive a 50% refund less credit card fees. **Changes.** Changes require approval and a \$50 fee **There are no refunds for early departures.** **Late Check-Out Fee.** Guests who check-out after the designated check-out time will be charged an additional \$100, or a half a day charge equivalent. **Non-Payment.** Non-payment will result in forfeiture of deposit and cancellation of reservation. There are no refunds for unmet expectations resulting from weather, natural disasters, personal or other related reasons, including those listed herein, with an exception for government-issued agency mandatory evacuations. Mgt. Co. reserves the right to refuse service to anyone, to the extent permitted by law. Travel Insurance is recommended.

Pool Policies

Pool Heat. Pools may not heat to Guest's preferred temperature during colder weather and may take up to 48 hours to reach maximum temperature. When available, pool blankets should be in place when pool is not in use and neatly stored when in use. There are no refunds for dissatisfaction with pool heat. **Pool Safety.** Do not run or dive.

Do not allow children in pool area without supervision, regardless of age. When available, use safety netting and pool alarms at all times and keep doors closed & locked. Report any safety concerns immediately to Mgt. Co.

Towels. Guests must bring their own beach and pool towels.

Pets

Pet Policy. No pets are allowed, except in “pet friendly” properties; subject to size & breed limitations; and, a two-pet limit. A non-refundable \$100 per pet applies. All pets must be approved by Mgt. Co. at least two weeks prior to the Rental Period. <<Vaccination and treatment requirement omitted>>. Guest must clean up after all pet refuse.

Pets must always be on leashes. Pets are not allowed on furniture. Evidence of pets on furniture will result in extra cleaning fees. **Service Animals.** “Service Animals” as defined by §413.08, Fla. Stat. (2017) are exempt from this section. The Mgt. Co. reserves the right to remove any service animal or pet for inappropriate behavior. A person who knowingly and willfully misrepresents herself or himself as using a service animal or being qualified to use a service animal commits a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083.

Noise

Residential Area. The Property is a residential neighborhood. Excessive noise at a level that disturbs the neighbors is prohibited.

Vehicle Restrictions

Parking. Parking is limited to two (2) vehicles. Vehicles must be parked in designated parking areas. Parking on the road is prohibited. Any improperly parked vehicle will be subject to towing at Guest’s expense. **Off-Road Vehicles.** (cabin in the woods) Guests are prohibited from riding off-road vehicles, including All-Terrain Vehicles (“ATVs”) and Dirt Bikes, within the residential neighborhood. Guests with off-road vehicles may use them recreationally in Ocala National Forest. Permits to drive in Ocala National Forest may be purchased at the Ranger Station.

Health and Safety Concerns

Lead. There are no known lead-based paint hazards on The Property. **Wildlife.** Florida wildlife may pose a danger so approach all wildlife & outdoor areas with caution. **Bed Bugs.** The Property has been inspected to ensure no bed bugs are present, so the presence of any bed bugs is presumed to have been caused by Guest unless Guest provides clear and convincing proof otherwise. Guest must vacate the property immediately without refund and pay for treatment to remove the bed bugs. **Smoking and Vaping.** Smoking and vaping are prohibited on the Property, including any outdoor areas and in the garage. **Firepit Usage.** Guest may use the onsite firepit for small fires only. Bonfires are prohibited.

Notice

Notice to Mgt. Co. is proper only if emailed to tjt@tampa-homesekers.com and to Guest at the email address listed above.

Property Access and Use

Surveillance. The property may have external operational security cameras. **Access by Guest.** Mgt. Co. shall furnish keys/key cards/keyless codes to Guest, which must be returned upon Guest’s departure in accordance with Mgt. Co.’s check-out procedures and shall not be left at the Property or elsewhere. All Guests must produce picture ID upon check-in to verify the reservation. **Access by Mgt. Co.** Mgt. Co. may enter the Property as necessary to protect or inspect The Property; for repairs or services; for viewing by prospective buyers, or; for emergencies. Notice must be provided to extent reasonable under the circumstances. **Commercial Use.** Commercial use of the Property is

prohibited, including but not limited to, public events or productions. **Air Conditioning.** Under no circumstances shall Guest set the Air Conditioning below 74° or the Heat above 78°, change the fan from *Auto*, leave any doors or windows open, or leave the blinds open. **Safe Use.** Guest shall comply with all laws and rules affecting it. Fireworks, grills, open flames, intoxication by occupants, and inherently dangerous activities are prohibited. Use fire extinguishers appropriately. Report chirping alarms, as they indicate low batteries in safety devices. Do not take furniture outside. Do not tamper with alarms or smoke detectors. Use the overhead stove fan when cooking to avoid accidental activation of smoke detector. Do not disturb the quiet enjoyment of neighbors. **On-Site Services.** Any on-site services outside of those provided by Mgt. Co. require written consent by Mgt. Co. before being allowed on the Property. **Maintenance.** Property will be inspected prior to Rental Period, to ensure that the Property is clean, and in good repair. Guest must provide notice of any problems within 24 hours of discovery or the time a reasonable person would have discovered the problem, or Guest waives any related claims. Responses shall be made as Mgt. Co. reasonably deems appropriate. Absent negligence by Mgt. Co., faulty equipment, appliances, internet & phone services; bugs; noise, a warm refrigerator, a cold pool, or; inclement weather, and other similar complaints do not constitute breach of contract. Service charges resulting from a false report by Guest, as reasonably determined by a service provider, shall be charged to Guest. **Cleanliness.** There is no daily maid service. Housekeeping services can be arranged by Mgt. Co. upon proper notice from Guest at a rate of an additional \$20 per hour of service. **Garbage.** Guest must keep trash and recyclables separated by the designated bins. Guest must take trash and recycling to the curb the night before assigned pickup days. Regular garbage is picked up Monday and Thursday mornings. Recycling is picked up every other Wednesday morning. Guest should consult the house directory for exact dates and questions. **Departure.** Upon departure, Guest must wash the dishes, place used bed linens in a pile by the washing machine, and place garbage in the outside trash can.

Responsibilities of Each Party

Risk of Loss. Each Party shall be responsible for loss, damage, or injury caused by his/her/its own negligence or willful conduct, or concerning Guest, also caused by members of Guest's party and Guest's licenses & invitees. **Insurance.** Each party must carry appropriate insurance. **Lost or Stolen Property.** Mgt. Co. is not responsible for lost or stolen property. Guest agrees that personal property left on Property at the end of Rental Period shall be deemed abandoned if good faith attempts to return it fail. **Default Status of Persons.** Guest agrees that all persons on Property have transient status pursuant to § 82.045 Fla. Stat. (2017). **Grounds for Removal.** Guest agrees The Mgt. Co. has the right to remove any persons in violation of § 509.141 Fla. Stat. (2017). **Remedies.** The sole remedy for failure to provide reserved accommodations is a prorated refund. There are no free upgrades due to unavailable accommodations. **Waivers.** Mgt. Co. warrants property quality only to the extent it satisfies legal and contractual requirements. **Replacement Cost.** Guest will be charged 10% of the replacement cost for any administrative work required as a result of his/her/its own negligence or willful conduct.

Legal Terms

Entirety. This is the entire agreement, superseding all related previous negotiations, agreements, and UCC implied terms. **Headings.** Headings are solely for convenience, are not constitute part of the agreement, and do not affect its interpretation. **Interpretation.** This agreement shall not be construed in favor of the non-drafting party. **Modification.** Only T.J. Tompkins has authority to modify this Agreement, which must be in writing. **Assignment.** Any attempted assignment, delegation, or sublease of this Agreement is invalid. **Severability.** If any provision of this Agreement is invalid or unenforceable under governing law, it shall, to the extent possible, be construed or applied in such a manner as will permit enforcement; otherwise this Agreement shall be construed as if that provision had never existed. **Warranties.** No warranties exist unless expressly stated herein. **Discretion.** Mgt. Co. has sole discretion concerning determination of breach or remedy, subject to good faith and adherence to usual and customary practices in the vacation home market. **Reliance.** Guest acknowledges that he/she/it has not relied upon any current or prior representations or understandings and waives any related rights or claims. **Performance.** Mgt. Co. is excused from performance when made impracticable by the occurrence of a contingency, the non-occurrence of which was a basic assumption on which the contract was made. **Waiver.** No breach of this Agreement will be waived without the express written consent of the Party not in breach. **Remedies.** The exclusive remedy for breach of this contract is limited to actual financial losses, and, as governed in this agreement, reasonable attorneys' fees & costs, which is agreed to be an adequate remedy. Regardless of the failure of the exclusive remedy, Mgt. Co. will not be liable for consequential damages. **Liquidated Damages.** The parties agree liquidated damages in this agreement constitute non-punitive and difficult to forecast damages. **Arbitration.** Any controversy or claim directly or indirectly connected to this contract, including, but not limited to, credit card dispute process and civil litigation, shall be settled by arbitration and shall be administered by the American Arbitration Association with one Arbitrator in Hillsborough County, FL. Judgment on the award rendered by the arbitrator may be entered in any court with jurisdiction. Parties agree this clause provides a reasonable alternative to civil

litigation and credit card disputes because it is mutually agreed to and administered by a neutral party. **Chargebacks.** Guest waives any right to dispute a credit or debit charge, request or demand a chargeback, or dispute that a detailed item description was provided, contact information was clearly and prominently displayed, and grievance policy instructions were provided. **Litigation Terms.** For litigation between the parties not subject to the arbitration clause, the Sixth Judicial Circuit of Florida shall be the exclusive forum for any claims related to this agreement unless there exists exclusive Federal jurisdiction, in which case it shall be the U.S. Dist. Ct. for the Southern Dist. of FL. Claims shall be governed by the laws of FL to the exclusion of all other laws, conflict of law principles, and legal theories. The parties waive their rights to a jury trial. The prevailing party shall be entitled to reasonable attorneys' fees and costs from the non-prevailing party for defending chargeback demands, public, social media, BBB, administrative, or other complaints and litigation arising out of this agreement or otherwise. **Hold Harmless & Defend.** Guest agrees to hold harmless and defend Mgt. Co. and its agents against any third-party complaints. **Indemnity.** Guest agrees to indemnify Mgt. Co. for the reasonable cost to defend and any payments made to settle any third-party claims including those made by members of the Guest's party and invitees & licensees of Guest on the Property. **Third Party Beneficiaries.** No party has third-party beneficiary rights under this agreement as any benefits received are merely incidental.

Limited Damage Waiver Terms & Conditions <or deposit>

Participation fee is \$50. Or a damage deposit waiver at <https://homeseekers.rentalguardian.com/> or contact this firm regarding self-managed damage waiver programs laws and see the remainder of this paragraph.] The Waiver is part of the rental agreement. As an enrollee through Mgt. Co., Guest will not be obligated to pay for damage to covered real or personal property of the Owner of the rental unit. Mgt. Co. waives the right to charge for theft of Owner's property or damage to Property due to inadvertent acts, which excludes damage from animals, or omissions during the reservation period. The maximum benefit is \$1500. Damage or theft resulting from the following are not covered: Acts of God • Intentional Acts • Gross negligence or willful and wanton conduct • Any cause, absent notice immediately upon discovery • Normal wear and tear • Theft without a valid police report • Damage caused by any animal, motor vehicle, watercraft, BBQ grills, candles, cigarettes, vape pens, other smoking devices, or any cause in breach of this agreement. All claims of theft or damage will be administered by the staff, which has sole reasonable authority to determine the nature & extent of damages, necessary repairs, and eligibility for the waiver of liability described herein. The Rental Guardian Damage Waiver is not a form of insurance. Mgt. Co. does not guarantee full coverage for Guests through Rental Guardian. Guest understands that he/she is fully liable for any costs of damages not covered by the Damage Waiver program. Guest understands that by choosing not to opt in to the Damage Waiver Program, he/she is responsible for all costs of damages caused by Guest during the Rental Period.

Travel Insurance

Travel Insurance is available through <https://homeseekers.rentalguardian.com/> if purchased at the time of reservation. Mgt. Co. recommends Guest purchase trip insurance if they are concerned about possible interruptions or cancellations of trip.

Guest agrees to have informed consent of all members of Guest's party to be bound by the terms of this agreement.

Guest

Date

On Behalf of Mgt. Co.

Date