



Vacation Property Rules

This Vacation Property Rules Document regards the property located at:
4329 Sea Mist Drive, Unit #260
New Smyrna Beach, Florida, 32169

CANCELLATION POLICY: Guests who cancel at least 14 days before check-in will get back 100% of the amount they've paid. If they cancel between 7 and 14 days before check-in, they'll get back 50%. Otherwise, they won't get a refund.

TAXES. The state of Florida receives 6% sales tax on the rental accommodations and cleaning fees.

Volusia County receives 6.5% Tourism tax on rental accommodations and cleaning fees.

These taxes are included in your contract total.

CLEANING FEES. A cleaning fee of \$175 is charged per reservation and is included in your contract total. This is paid to a professional service to ready the unit for the next guest.

Guests are requested to remove linens from any occupied beds, include any used towels and wash cloths, and start a load of this laundry the morning of your departure. A small supply of detergent pods are provided.

HOUSEKEEPING. Housekeepers do not wash dishes. All dishes must be cleaned before departure, they may be left in the dishwasher. Please remove all trash prior to your departure. Failure to leave Premises in a neat, orderly condition will result in additional charge.

PLEASE NOTE: Your accommodation is stocked with two rolls of toilet paper per bathroom, small bars of soap and a trash bag for the kitchen garbage can. Additional garbage bags, dish soap, soap for the dishwasher, paper towels, napkins and laundry detergent are not provided.

PETS.

Pets are not permitted.

RENTAL TERMS AND CONDITIONS

THE RENTER UNDERSTANDS that we accept families, married couples, and single adults over the age of 25 only. You may not rent if you are under the age of 25. You certify that you have read the limitations placed on the number of persons permitted to occupy the premises, and agree to abide by such limitations; if not, you will be asked to leave with NO REFUND. No overnight guests are allowed besides registered guests.

A reservation confirmation and welcome letter will be sent via email.

ABSOLUTELY NO PARTIES ALLOWED.

Sea Woods is a family-oriented community. ID's must be furnished if requested. Renter understands that by Florida law, the legal drinking age is 21 years old. A minor in possession of alcohol is a misdemeanor in the State of Florida and punishable by law to include severe fines, community service and certified record of any incident under misdemeanor's name. The Sheriff's Department has the authority to be called to a residence and investigate any suspicions of minors drinking or possessing alcohol. Violation of the above is grounds for immediate eviction. NO REFUNDS

COMPLIANCE WITH RULES AND REGULATIONS. Renter shall take all reasonable steps to see that he/she, members of his/her family, and other occupants of the Premises adhere to the rules and regulations applicable to the Premises. Failure to do so may lead to Renter being asked to leave with NO REFUND.

The following rules and regulations being cited below are exceptionally important:

The occupancy of the Premises and the use of community walkways and common area shall be sufficiently quiet and peaceful so not to disturb others.

Use of the amenities and facilities of the Premises is limited to Renter and registered guests. PLEASE DISPLAY THE PROVIDED SEA WOODS GUEST BADGES WHEN USING THE AMENITIES. Parents are responsible for the behavior of their children. Your accommodations are confirmed with the understanding that you will adhere to the rules and regulations set by individual Condominium or Homeowner Association.

FURNISHINGS. Renter understands that the Premises and its furnishings are privately owned. Neither the Agent nor the Owner shall be responsible for providing any additional furnishings or equipment not specified in the literature. The Premises is complete with a fully equipped kitchen, linens, and courtesy starter kit of basic paper/soap products. Beach towels and beach chairs are provided. Property owners want you to enjoy their Florida home as they do. Please treat their possessions as you would your own.

NON-SMOKING. The Condominium is NON-SMOKING. Smoking is permitted on the balcony but please use ashtrays and be respectful of other building tenants.

NO SUBLEASE OR ASSIGNMENT. Renter shall not sub-lease or assign the Agreement without the prior written consent of Agent.

THERE WILL BE NO REFUNDS FOR INCLEMENT WEATHER INCLUDING HURRICANES; EXCEPT FOR MANDATORY EVACUATIONS.

ENTRY OF PREMISES. Agent or an authorized employee or repairman may enter the Premises during customary hours for any purpose connected with the repair, improvement, care and management of the Premises. In case of emergency, access must be granted regardless of hour and without notification.

MAINTENANCE. Any maintenance items should be reported to Sea Woods 260 Agent(s) during the course of normal business hours. DO NOT CALL INDIVIDUAL CONDOMINIUM MANAGER'S OFFICE. In case of appliance, A/C, or plumbing failure, same day repair cannot be guaranteed, but every effort will be made to provide service as quickly as possible. Renter shall not be entitled to any refund.

PARKING RESTRICTIONS AT SITE. The parking areas are for automobiles, trucks or motorcycles only. Motor homes, travel trailers, boat trailers are not permitted.

OWNER'S CLOSET. One closet in the Premises is be reserved for storage of the Owner's personal property and is not included with this rental.

LOST OR STOLEN ARTICLES. Agent and Owner are not responsible for Renter's articles lost, stolen, or left behind on or in the Premises.

MISPLACED SEA WOODS ID BADGES. Guests will be charged a \$25 fee for any lost Sea Woods ID badges. This fee is charged by the management association.

TERMINATION OF RENTAL. If Renter violates any of the conditions or restrictions on this Agreement, Agent may terminate this Agreement and enter the Premises. Upon notice of the termination of this Agreement, Renter shall vacate the Premises immediately.

DISCLAIMER: The Renter shall not do or permit any act or thing to be done upon the rental premises which may subject Owner to any liability or responsibility for injury, damages to persons or property or to any liability by reason of any violation of any laws, rules, ordinances, regulations, statutes, requirements, restrictions and codes affecting the rental premises or any portion thereof or affecting the maintenance, use or occupation of the rental premises or any portion thereof. The Renter shall exercise such control over the rental premises as to fully protect Landlord and Indemnities against any such liability. The Renter shall indemnify and save the Indemnities harmless from and against (i) all claims of whatever nature against the Indemnities arising from any act, omission or negligence of the Renter, its contractors, licensees, agents, servants, employees, invitees or visitors; (ii) all claims against the Indemnities arising from any accident, injury or damage whatsoever caused to any person or to the property of any person and occurring during the term in or about the rental premises; (iii) all claims against the Indemnities arising from any accident, injury or damage occurring outside of the rental premises but anywhere within or about the real property of which the rental premises is a part, where such accident, injury or damage results or is claimed to have resulted from an act, omission or negligence of the Renter or Renter's contractors, licensees, agents, servants, employees, invitees or visitors; and (iv) any breach, violation or non-performance of any covenant, condition or agreement in this lease agreement set forth and contained on the part of the Renter to be fulfilled, kept, observed and performed. This indemnity and hold harmless agreement shall include indemnity from and against any and all liability, fines, suits, demands, costs and expenses of any kind or nature (including, without limitation, reasonable attorneys' fees and disbursements) incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof but except with respect to claims with respect to bodily injury or death, shall be limited to the extent any insurance proceeds collectible by Landlord under policies owned by Landlord or such injured party with respect to such damage or injury are insufficient to satisfy same. "Indemnities" means Sea Woods 260, their respective owners, and their respective successors, assigns, employees, agents and contractors. The renter acknowledges that Sea Woods 260 acting solely in the capacity of Agent for the property Owner, assumes no liability thereunder.

In accepting this rental, guest agrees to be responsible for any damage caused by their party or guests.

HOLD HARMLESS

Owner attempts to properly maintain the vacation rental. The Guest agrees to immediately notify the owner of any maintenance problem, so that the situation can be remedied as soon as possible. Owner is not responsible for any inconveniences that may occur for which he has no control. This includes, but is

not limited to: power outages, adverse weather conditions, mandatory evacuation, construction, mechanical failure such as pool, hot tubs, television, etc. No refunds will be given for occurrences beyond the owner's control. Owner shall not be held liable for any injuries that may occur to Guests or their guests as a result of the acts of said Guests and guests. Owner is not responsible for any theft or damage to Guest's belongings during their stay at the vacation rental. Upon written or electronic endorsement, Guests agree that they have read and understood this agreement. The Guest accepts all terms, conditions, and restrictions without exception.