



VACATION RENTAL AGREEMENT

This Vacation Rental Agreement (the Agreement) is made by and between Apex Vacation Homes, LLC (Manager) and the guest renting the property.

AGREEMENT - Apex Vacation Homes, LLC, the Agent of the Owners, and Tenant agree as follows: Above Tenant is at least twenty-five (25) years of age (an "Adult") and will be an occupant of the unit that was rented during the entire reserved dates. In addition to Tenant, other authorized occupants may be family members or friends of Tenant. Use of the premises will be denied to persons not falling within the foregoing categories. Should any unauthorized persons occupy or use the Premises, Tenant shall vacate the premises immediately without any refund. No key or access will be given to anyone who is not an adult.

Tenant further acknowledges that the unit being rented is a "temporary" property and the occupancy is permitted only in the status of a "temporary guest". Tenant confirms by signing this agreement that this is not, nor planned to be a permanent residence and occupancy is not allowed beyond the check in and check out dates stated in this agreement. If you have not vacated the premises at the checkout date and time you will be charged a late check out fee or an additional night rental.

The maximum number of occupants shall not exceed the number allowed and as stated on the website or guest registration form for this unit, not including a child in a crib.

For good and valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

1. **Property:** The vacation rental property is located in Kissimmee, Florida.
2. **Term of Lease:** The vacation rental lease begins at **4 PM** on check-in Date and ends at **10 AM** on check-out Date.

If you are arriving early on arrival day, prior to 4 PM check-in time and you have not requested early check-in, you may be charge a fee for checking in early without approval. Check-out time is at 10 AM, if you are still in the property when the cleaning crew or the home inspector comes any time after 10:00 AM you may be charge a late check-out fee. Please contact our office at least 24 hours prior to departure for approval if you need more time.

Failure to adhere to the check-out time may result in an additional fee equal to one day's rental, at current US rates.

3. **Rental Rules:** Guest agrees to abide by the Rental Rules (See page 2 to 5 for list of rules) at all times, while at the property, and shall cause all members of the rental party and anyone else Guest permits on the property to abide by the following rules at all times while residing at the property.
4. **Maximum Occupancy:** The maximum number of occupants shall not exceed the number allowed and as stated on the website for this unit, not including a child in a crib. The maximum numbers of guests are limited to the number stated on the website you used to book this reservation, the number of guests includes children. An additional charge of \$10.00 per person per night for guests will be assessed.



Please read the following advisories, these rules are non negotiable unless you have something different written from the Apex team.

CHECK-IN TIME IS 4PM/CHECK-OUT TIME IS 10 AM. If you are arriving early on arrival day, prior to 4 PM check-in time and you have not requested early check-in, you may be charge a fee for checking in early without approval. Check-out time is at 10 AM, if you are still in the property when the cleaning crew or the home inspector comes any time after 10:00 AM you may be charge a late check-out fee. Please contact our office at least 24 hours prior to departure for approval if you need more time.

RESERVATIONS- A reservation may be placed up to one (1) year in advance but are subject to the rates in effect for the year said reservations are placed. All times are Eastern Standard Time and currency is USD unless otherwise noted. **While every effort will be made to have the unit available for check in at 4:00 p.m., during high seasons or back to back bookings the cleaning service may require additional cleaning time and check in may be delayed up to several hours.**

TENANT and any guest of Tenant shall obey all laws of the State of Florida, as well as local laws, at all times while they are on the premises. Failure to abide by the laws of Florida or the above rules may cause tenant to be asked to vacate the premises and forfeit all rents and security/damage deposits.

You will have free access to all resort amenities and you agree to abide by all resort rules.

SECURITY DEPOSIT: (this may not apply to you, if you already purchase damage protection or already paid for security deposit when you booked your reservation). If you did not purchase damage protection and you did not pay a security deposit, please note a \$200 security deposit will be charge to your credit card on day of arrival. This is only in case there are any damages caused to the property or furnishing.

CREDIT CARD PAYMENT: WHEN PAYING WITH CREDIT CARD YOU WILL NEED TO EMAIL, FAX OR TEXT A CLEAR COPY OF A GOVERNMENT ISSUED ID (VALID DRIVERS LICENSE OR PASSPORT) AND COPY OF THE CREDIT CARD FRONT AND BACK FOR BOOKINGS MADE REQUESTING CHECK IN 3 DAYS OR LESS

BALANCE is due 30 days prior to arrival date and includes a refundable damage deposit. Payment may be made by major credit card, traveler's checks or certified check. Personal checks will be accepted upon approval; if funds are not credited within seven days booking will be cancelled; if this happens, deposits will be refunded. Damage deposit will be refunded within 5 -10 days of checkout pending inspection by cleaning firm.

All purchases must be settled at the time any service or transaction is made, you will not be able to make any charges to the room.

CANCELLATION POLICY - In the event that you must cancel your reservation, please be aware that cancellations must occur at least 30 days prior to arrival date. If cancellation occurs 30 days or more prior to arrival date all monies will be refunded. **GUESTS THAT DO NOT CANCEL WITHIN THE 30-DAY TIME FRAME WILL BE CHARGED THE FULL AMOUNT.** There will be no refund for early departure unless authorities request mandatory hurricane evacuation. Vacation Insurance is recommended.

HAZARDOUS PRACTICES - No barbeque grills of any kind are permitted on balconies, patios, unless authorized, or in the unit. No open flames are permitted. Do not dismantle smoke detectors as they are there for your protection. Use the overhead stove fan when cooking to avoid accidental activation of smoke detector alarm. Do not use charcoal on a propane grill, if damages occur due to misused you will be require to pay for damages.

FAMILY RENTAL ONLY - Reservations made for teenagers or young single groups will not be honored without any accompanying adult staying in the unit at ALL times. We require at least one member of the party to be 25 (twenty-five) years of age! Any violators will be evicted according to Florida Statute 508.141 with forfeiture of all monies. Reservations made by or for a minor, defined as any person under the age of twenty-five (25).



FALSIFIED RESERVATION - Any reservation obtained under false pretense will be subject to forfeiture of reservation deposit, damage deposit, and/or balance of rental payment.

HOUSEKEEPING - There is no daily maid service and housekeeping will be performed upon check out. Bookings that are more than one month in duration will be charged one cleaning fee per month and a clean will be conducted each month.

Linens and towels are included and not to be taken from the unit. An initial setup of trash liners, bathroom paper and soap are provided. Once this initial setup is used, guest is responsible for any additional items to be used during their stay.

There is a onetime cleaning fee which is already included in the Fee and the cleaning will be performed once, at the end of the rental period (unless the booking exceeds one month, then additional cleaning fees will be charged).

Additional cleaning fees will be assessed in the event any abnormal use of the property results in the need to perform more extensive cleaning to return the unit to its condition immediately prior to your rental or if cleaning involves the removal of excessive debris.

TRANSPORTATION- Apex DOES NOT provide transportation of any kind unless you reserved transportation prior to arrival (Extra fee applies). Please note our properties have free parking (reservation is not needed).

UTILITIES - No compensation will be given for temporary outage of electricity, gas, water, cable, internet or telephone service (some units may not have phone service). Outages will be reported immediately, and all efforts will be made to have them restored as soon as possible. Please note that you may want to bring a cell phone or calling card for placing long distance phone calls, as these are restricted. If utility costs are higher than average of the last 3 months prior to your check in and deemed excessive you will be required to pay the difference.

SEVERE WEATHER- No compensation will be given due to cancelled or shortened stays because of weather. Departures due to inclement weather do no warrant refund of rent or deposit. Please note our homes are regular homes, and windows shutters and/or generators are not part of our rental arrangement. We suggest Vacation Travel Insurance during the hurricane seasons.

KEYS - You will be issued a code for the keyless door lock, which will be sent to you along with your check in/check out procedures email prior to your arrival. Please note the door code will NOT work prior to 4 PM (16:00 hours). If you need early check-in, please contact our team, depending on the time you are coming, a fee may apply.

SLEEPING CAPACITY/DISTURBANCES - Tenant and all other occupants will be required to vacate the premises and forfeit the rental fee and security deposit for any of the following: Occupancy exceeding the sleeping capacity previously stated, using the premises for any illegal activity, causing damage to the premises rented or to any of the neighboring properties and any other acts which interferes with neighbors' right to quiet enjoyment of their premises.

POOL, PATIO & BATHROOMS - Tenant hereby acknowledges that the premises they have reserved may include a community pool and or private pool with the unit and the undersigned agrees and acknowledges that the community pool and or private unit pool, patio/deck and bathrooms can be dangerous areas, the deck/patio and bathroom floors can be slippery when wet, and that injury may occur to anyone who is not careful. With full knowledge of the above facts and warnings, the undersigned Tenant accepts and assumes all risks involved to Tenant and all of Tenant's guests in or related to the use of the community pool and or private unit pool and patio areas.

POOL HEAT- If there is a pool with the unit and you request a heated pool, an additional nightly energy fee will apply. Pool heaters are heat pumps which fluctuate with ambient temperatures and will heat, on average, to 10 to 15 degrees F above ambient temperatures (rain and windy conditions also affect pool temperature). In cold temperatures pool heat pumps may not operate when temperatures drop below 60 degrees F. The maximum water temperature that may be achieved is 83 - 85 F. All heaters are set with timers and will not heat overnight so some temperature loss may be experienced overnight but will be made up during the day.

Some homes with a pool have a child safety fence or pool door alarm, which will be in place when you arrive. You may remove a part of all of the fence during your stay and if you do, it is solely at your own risk. At the end of your stay please re-install the fence, failure to do so will result in a \$45.00 installation fee which will be deducted from your security deposit. Disarming the pool door alarm will result in fines pursuant to local & state authorities.

MAINTENANCE - Please report any maintenance needs for the premises to Apex Vacation Homes, LLC and we will respond as quickly as possible. Refunds will NOT be made for loss of use due to maintenance issues including, but not limited to heating and air conditioning, pool heating, appliances, televisions, DVD, game consoles and stereos. If it is determined that a maintenance call out is due to an issue caused by a guest, the guest may be charged a call out fee.



LINENS/TOWELS/SUPPLIES – STAINS- The owner furnishes linens and towels. Please refrain from eating in bedrooms due to the elevated risk of staining comforters or sheets and/or carpets. Any missing or damaged or stained linens will be deducted from your security deposit or you will be charged for those items.

An initial supply of paper products is provided. Extra items needed are the responsibility of the Tenant. Limited cleaning supplies may be provided. We recommend that you bring any special items that you may need or purchase them during your stay.

WIFI- Please note WIFI is complementary, available free of charge. If there is some type of interruption or you are having problems connecting to WIFI, you can re-set the modem by unplugging and plugging it. If that doesn't work, please call the office at 407 749 6373 during the day, anytime between 10 and 7 pm. WIFI is NOT consider an emergency. Someone will be send to trouble shoot in the morning between 10 am and 5 pm the next day.

TELEVISION- If a TV is not working or remote control is too complex to handle. Please call during office hours, TV is not an EMERGENCY and our homes have more than one TV for you to enjoy your favorite programs. Please call no later than 7 pm and someone will be scheduled to check the TV or remote during the day.

PARKING - Parking at the premises is limited to two cars. No boats, jet skis, trailers or RVs.

TELEPHONES - Telephones may or may not be provided in the unit.

PEST CONTROL- Our homes are treated every other month to keep pests out of the property. However, this is sunny Florida and as beautiful or comfortable your home is, if you leave the door open, insects, reptiles or amphibians can/will come inside the house. Please always keep doors and windows closed.

STAFF- Employees that work at the resort where you are staying, including security guard, community pool, community center are NOT affiliate with Apex Vacation Homes. The only person that you would encounter that are part of Apex would be driving an Apex Van or working directly at the home you are staying. If you come across any issues, please call us directly at 407-749-6373.

PARTIES- Our homes are NOT intended for parties and there is a limit on number of people you can have at the house, please see Registration Form for limit of guests or call our office to get approval. If you do have a small get together with your family, please make sure you take all used bottles, confetti and any party related items and deposit them in trash bag and in trash containers so no charges are done to your account for excessive trash.

ENTRY BY OWNER- Owner or owner's agents may enter the premises under the following circumstances: in case of an emergency; to make any necessary or agreed upon repairs, alterations, or improvements; supply necessary or agreed upon services or show the premises to prospective purchasers, renters or contractors. Owner will provide renter with at least 24 hours' notice of Owners intent to enter (except in the case of an emergency).

If maintenance items are reported during your stay, please expect that maintenance will enter the home to address the reported items. Guests do not need to be present for maintenance activity.

DAMAGES- Should you notice any damages/irregularities on the unit, upon arrival, please report it to our office within 24 hours of arrival.

PETS: Absolutely NO PETS allowed. If evidence of a pet(s) is found in the unit or on the premises you will be asked to vacate immediately with no refund of rent or damage deposit.

SMOKING is not allowed in the unit. There is absolutely no smoking inside the unit permitted. Your damage deposit will be forfeited, and you will incur an additional charge for carpet cleaning and deodorizing if ANY evidence of smoking is found.

AIR CONDITIONING/HEAT- The normal temperature for the thermostat is between 72 and 78 degrees. Please keep all doors, sliding glass doors and windows closed when the air conditioning system is on. If the temperature is set below 72, there is a chance the air conditioning unit will freeze and if this happens you will be liable and charged for the repair which could range from \$100-\$600.

BATHROOMS- Please do not dispose of paper towels or anything other than toilet paper in the toilet bowl. There are plungers provided but if a plumber is needed, you will be charged

ITEMS LEFT BEHIND - Apex Vacation Homes, is not responsible for personal items left in the home up on your departure. Please check the home before you leave.



EXCESSIVE TRASH You will be expected to place all garbage at the end of the driveway or put it outside the unit, on the garbage container. If you leave an excessive amount of garbage bags in the home on departure you will be charged for removal of trash.

DEPARTURE GUIDELINES:

- 1 Tenant agrees to leave the premises and its contents in the same condition, neat and tidy, as Tenant found the premises to be upon move-in, normal wear expected. Any damage to the unit or contents must be reported immediately.

If damage is found after departure, Tenant is responsible for the cost to repair or replace the item(s) to original condition and money will be deducted from the damage deposit. If damage exceeds the damage deposit, Apex Vacation Homes, LLC reserves the right to charge the credit card for any amounts that exceed the damage deposit.
- 2 All dishes are to be washed and all bagged garbage removed from the premises and placed in outside receptacles. Please place trash bins in front of home for pickup. Beds are not required to be stripped. Please leave all linens and bedding on the beds in their respective rooms.
- 3 Close all blinds in all rooms and set the thermostat to "cool" and 79 F. Do not leave windows or doors open when the air conditioner or heater is operating. Please lock the unit each time you leave the premises and upon check out.
- 4 Furnishings are not to be removed from the premises for use outside or in other properties. Please do not re-arrange furniture. If the cleaning crew has to move beds, mattresses, tables or any furniture back into place, please note an additional maintenance fee will apply to put it back to its original position.
- 5 If keys or key cards are used, including amenities keys, all keys are to be returned upon move-out by Tenant.

Apex Vacation Homes, LLC or the Owner, does not assume any liability for loss, damage or injury to persons or their personal property. Neither does Apex Vacation Homes, LLC or owner accept any liability for any inconveniences, damage, loss or injury arising from any temporary defects or stoppage in supply of water, gas, cable service, electricity, internet or plumbing, as well as issues due to weather conditions, natural disasters, acts of God, or other reasons beyond its control.

All our units are privately owned; the owners and Apex Vacation Homes, LLC are not responsible for any accidents, injuries or illness that occurs while on the premises or its facilities. The tenant and tenants, fully releases and discharges Owner and Apex Vacation Homes, LLC from any and all liabilities, claims, demands, and causes of action by reason of any injury, loss of damage by whatever nature which has or have occurred, or may occur to the undersigned, or any of his/her guests as a result, or in connection with the occupancy of the premises and agrees to hold Owner and Apex Vacation Homes, LLC free and harmless of any claim or suit arising there from. Apex Vacation Homes, LLC is not responsible for the loss of personal belongings or valuables of the guest. By accepting this Rental Agreement, it is agreed that all guests are expressly assuming the risk of any harm arising from their use of the premises or other whom they invite to the premises. Apex Vacation Homes, LLC reserves the right to terminate this Agreement upon its discretion at any time.

Please remember that you are renting a private home.

Please treat it with the same respect as you would your own.

Thank you for renting with Apex Vacation Homes!