This Sample Rental Agreement (hereinafter: the “**Agreement**”) is entered into and made effective as of the signing date by and between Latitude Key Vacations (“**Manager**”) and the Guest (together - the **“Parties**”).

**LATITUDE KEY VACATIONS** agrees to rent a private villa or home at the rental rate stated in your Reservation Confirmation to the party signing.

**RENTER REQUIREMENTS:** For legal and accounting purposes, the person placing the reservation must be the same as the credit/debit card holder. This person is considered to be the Guest. All other persons involved with the rental are considered to be the Guest's invitees, and all discussion regarding reservation, cancelation, and damage policies will be discussed with the Guest, not the Guest's invitees. The Guest understands that Latitude Key Vacations rents to responsible adults over the age of 25 ONLY unless prior written approval.

**PAYMENTS:** Initial payment is 50% of total reservation with remaining balance to be automatically charged to your credit card on file on due date, 30 days prior to arrival.We accept checks for US funds, money orders or credit cards (VISA, MasterCard, Discover, and American Express). There is a $25 handling fee for all returned checks. A valid credit card must be filed for each reservation. Guest gives Latitude Key the right to charge the credit card on file for any charges above & beyond normal wear & tear. Latitude Key will make every attempt to contact the guest before placing the charge, but if no contact is made after repeated tries, the guest hereby gives Latitude Key permission to charge the card on file.

**CANCELLATION POLICY**: A rental prepayment is due at booking which confirms your reservation. Once confirmed, any cancellations or change requests will invoke the Cancellation Policy. A 30-day written notice for cancelling or changing a reservation is required. This notice may be faxed or emailed to our office. Cancellations made prior to 30-days of arrival are subject to a $250 cancellation fee. Cancellations occurring inside the 30-day prior to arrival will result in forfeiture of all rental prepayments, all rent payments, taxes and fees. If reservation is made thru online travel agency website, those terms apply.

**Hurricanes and Severe Weather.** Refunds for cancellations or shortened stays due to actual or anticipated hurricanes, tropical storms, other inclement weather or Acts of God will not be issued by Manager under any circumstances. We recommend all guests purchase travel protection insurance from a 3rd party company, as Latitude Key does not offer travel protection.

**TRUST AND SAFETY:** The SafelyStay, Inc. Trust and Safety Fee includes up to $10,000 of accidental coverage for contents damage and up to $100,000 coverage for accidental property damage and bodily injury. Complete terms regarding the Trust and Safety coverage can be found at safely.ai/latitudekey . The Trust and Safety Fee is refundable only if the reservation is canceled in writing at least twenty-four (24) hours prior to the arrival date. Any deductible or minimum claim amount will be the responsibility of the Guest, and latitudekey.com will process using the form of payment on file for Guest.

**GUEST VERIFICATION:** I give permission to SafelyStay, Inc., to verify my identity, and check criminal databases in order to confirm my reservation. Complete terms regarding Safely’s guest verification can be found at [www.safely.ai/terms](http://www.safely.ai/terms). Please contact Safely at Concierge@Safely.ai, or go to [www.Safely.ai](http://www.safely.ai/), if you have any questions.

**CHECK-IN**: Check in begins at 4PM EST. If you plan to arrive before this time, we cannot check you in or store your chilled groceries or other belongings until the property has been thoroughly cleaned and inspected.

**CHECK-OUT**: Check out time is before 10AM EST and is **strictly enforced.**

**Early Arrivals / Late Checkouts** - Should you request an early arrival (before 4 pm) or a late checkout (after 10 am) a fee will be required. Early arrival/late checkout is based on availability.

**UPON ARRIVAL:** Take a look around the property. If there are concerns or issues with your rental property, please immediately contact our office (leave a message if there is no answer). *No refunds or considerations are given unless were notified of problems during your stay****.*** We will provide a form for you to document any pre-existing damage so you won’t be held responsible, as well as a claim form for any damage that happens during your stay (if you purchased the Vacation Rental Damage insurance).

**Accommodation Selections.** Manager will reserve the specific unit selected at the time of your reservation upon the receipt of your advance payment and the confirmed agreement to our terms and conditions of the rental agreement. Subject to the availability for maintenance, owner usage, or other issues that may render the accommodations unsuitable for rental, and/or subject to the property remaining as a Latitude Key accommodation at the time of stay, the guest will be placed into the specific unit as per the agreement. The Property is individually owned and furnished to the home owner’s taste and preferences, and inventories and furnishings are subject to change without notice. You are not allowed to relocate to another property or entitled to a refund or adjustment simply because the Property does not meet your preferences or expectations upon arrival.

**Pet Policy.** Approved pets are welcome; however; a non-refundable $150 per pet fee shall apply. Please observe the following pet rules- 1. No pets on any furniture or bedding. 2. Please do your best to remove all pet hair to avoid additional cleaning time/charges. 3. All waste must be picked up and placed in the garbage cans tied securely in trash bags. 4. No pets in hot tubs, bath tubs or pools. 5. Pets should not be left unattended unless crated.
Guest agrees to pay for all additional pet related cleaning or damages in addition to the pet fee.

**No Smoking.** Smoking is not permitted in any Latitude Key property. Guests who violate this policy will be charged an additional $500, plus the expense of any cleaning deemed necessary by Latitude Key in its sole discretion. Violations will also result in immediate eviction and forfeiture of all booking charges.

**Maximum Occupancy:** 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 is exceeded, you may be subject to immediate eviction and forfeiture of all booking charges.

**Parties / Events:** No Parties, Events or Gatherings without written approval from Manager. Guests shall not have parties or events at the home without obtaining prior approval of Latitude Key and payment of additional fees. Parties and Events may require a member of Manager staff on site for approval. Some properties and/or communities do not allow events of any kind, and all approvals shall be in Manager’s sole discretion. All properties are equipped with a NoiseAware noise monitoring system. Any sustained period of loud noise that causes the system to trigger an alert to Manager is grounds for immediate removal from the property without refund.

**Age Requirements**. All Latitude Key accommodations are family rentals. No units will be rented to vacationing students or young adults under the age of 25 unaccompanied by a responsible parent or guardian at a ratio of five (5) young adults to one (1) adult over the age of 25. The person on the reservation must be staying in the unit at all times. Guests who violate this policy will be immediately evicted and forfeit all booking charges.

**Falsified Reservations.** 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. Any reservation obtained under false pretense will forfeit total booking charges.

**Entry by Latitude Key**. Latitude Key or its agents may enter the property in case of an emergency, to make any repairs, alterations or improvements, to supply services, to show the property to prospective purchasers, renters or contractors, or upon reasonable suspicion that the guest has breached any of its obligations hereunder. We will try to provide at least 3 hours notice of intent to enter the property except in the case of an emergency, provided that failure to provide advance notice of intent to enter the property shall not affect our ability to enter for the reasons set forth above.

**Housekeeping.** Your vacation accommodations will be cleaned to our 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. We respectfully request that you remember that you are staying in someone’s home during your vacation; please treat it with the care you would your own. If units are found abnormally dirty at check-out, additional charges will be charged to your credit card on file to assist in performing a deep cleaning of the unit. All stays will be subject to a cleaning fee. Additional cleanings can be arranged during your stay for an additional fee.

**Parking**. Vehicles must be parked in the garage, carport or designated spots in the driveway. No off-street parking or in neighbors’ driveways, swells or lawn is permitted. If in doubt, the info book has photos of these locations. Latitude Key is not responsible for the payment of any tickets, or fines received by the guests for parking illegally. Illegal parking is grounds for removal from the property.

**Maintenance.** During your stay, promptly report any maintenance problems to the Manager. No refund or rate adjustment will be made for maintenance failures, including any disruptions or failures related to the supply of electricity, water, pool systems, air conditioning, telephone, television or cable service, appliances, wi-fi, etc., regardless of whether such issues were reported to the Manager.

**Propane Tanks**. Manager will provide 1 full propane tank and 1 partially full propane tank pre-installed in the grill. Additional propane (exchange) above the use of the extra, provided full tank is responsibility of the guest and at their own risk. Latitude Key is not liable for any damages or injury related to propane, propane exchange, connection, etc. or for loss of food products due to propane running out during cooking.

**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. Rearranging the furniture or removing any items from the unit is prohibited. After Check-Out, the Manager will inspect the unit for damage, rearranged furniture, missing items, and abnormally dirty appearance. If the Manager determines that damage has occurred, items are missing, or the unit is abnormally dirty, the Manager will repair the damage, replace the missing items, and/or perform a deep clean of the unit at your expense. You authorize the Manager to charge the credit card on file to reimburse the Manager for any such expenses.

**Nearby Construction.** There may be construction ongoing at properties adjacent to or close by the property being rented by guest. The rules regarding acceptable noise levels, start and finishing times, and other restrictions relating to any such construction are governed by local ordinances and/or community specific rules and regulations beyond the control of the Manager. The Manager will use its best efforts to ensure that the appropriate parties are notified and appropriate remedial action taken in the event that it receives notice that the construction at issue may be in violation of any such regulations or ordinances.

**Interference with Stay.** We are not liable for any disturbance or interruption that may occur during your stay that is outside of our reasonable control, including noises, disturbances or facility closures, whether due to construction, neighbors, events or other circumstances beyond our reasonable control. As such, guests shall not be entitled to a refund relating to any such disturbances or interference nor to be moved to another property.

**Security of Personal Property.** The Manager is not responsible for any acts of theft or vandalism, or other damages to any personal property or for personal items left by guests in the accommodation at departure.

**No Subletting.** The rental property may not be sublet. Your reservation is not transferable to any other party.

**Property for Sale.** In the event a property is on the real estate market, Latitude Key may need to show the property during your stay. Latitude Key will make every effort to provide the guests occupying the property 24 hours’ notice before scheduling any showings.

**Compliance with Laws, Rules and Regulations.** Guests shall abide by and observe all applicable federal, state and local laws during their stay, as well as any rules and regulations governing the use of the property and neighborhood you are occupying. These rules apply to both owners and guests, and failure to comply will result in eviction and forfeit of all booking charges.
IF YOU OR OTHER OCCUPANTS (I) FAIL TO STRICTLY ABIDE BY THE LAWS OF THE UNITED STATES, THE STATE OF FLORIDA, LOCAL LAWS AND/OR NEIGHBORHOOD RULES AND REGULATIONS, OR OTHERWISE FAIL TO STRICTLY ABIDE BY THE TERMS OF THIS AGREEMENT, (II) CAUSE DAMAGE TO THE PROPERTY OR ANY SURROUNDING AREA, OR (III) ENGAGE IN ANY OTHER ACT(S) WHICH INTERFERE WITH OTHERS’ RIGHTS TO QUIET ENJOYMENT OF THEIR PREMISES, GUEST SHALL BE SUBJECT TO IMMEDIATE EVICTION FROM THE PROPERTY WITHOUT ANY REFUND OF BOOKING CHARGES AND LIABILITY FOR ADDITIONAL CHARGES FOR DAMAGES INCURRED. ALL SUCH DECISIONS SHALL BE IN THE SOLE DISCRETION OF LATITUDE KEY VACATIONS.

**Indemnification of Manager.** You and all occupants shall, jointly and severally, defend, indemnify and hold Latitude Key (including its members, officers, employees, subcontractors, agents and representatives) and the Owner (the “Manager Parties”), harmless from any and all claims, liabilities, losses, costs and expenses (including, but not limited to, reasonable attorneys’ fees and costs of suit) incurred the Manager Parties related to, as a result of or arising from the actions of the guest and any occupants, including any negligent acts or omissions, willful misconduct, violations of laws or any obligations in this agreement, except to the extent such claims, demands and actions arise from the gross negligence or willful misconduct of the Manager Parties.

**Limitation of Liability.** YOU UNDERSTAND AND AGREE THAT NO MANAGER PARTY ASSUMES ANY LIABILITY FOR LOSS, DAMAGE, CLAIM OR INJURY TO PERSONS OR THEIR PERSONAL PROPERTY WHILE ON THE PREMISES, NOR FOR ANY INCONVENIENCE, DAMAGE, CLAIM, LOSS OR INJURY ARISING FROM OR RELATED TO ANY TEMPORARY DEFECTS OR STOPPAGE IN SUPPLY OF WATER, GAS, CABLE SERVICE, ELECTRICITY, INTERNET SERVICE OR PLUMBING; CHANGES TO RENTAL ASSIGNMENTS; WEBSITE OR BROCHURE ERRORS; WEATHER CONDITIONS; NATURAL DISASTERS; ACTS OF GOD; OR OTHER REASONS BEYOND THEIR CONTROL.

**Release of the Manager Parties.** In addition to the other specific releases set forth in this agreement and its addendum, you, for yourself, your heirs, assignors, executors, and administrators, and on behalf of each occupant of the property, and such occupants’ heirs, assignors, executors and administrators, fully release and discharge the Manager Parties from any and all liabilities, claims, demands, and causes of action which you, any occupant or their family members have or may have in the future by reason of any injury, loss or damage by whatever nature which has or have occurred, or may occur to you, or to any of the occupants during the stay as a result, or in connection with the occupancy of the property or in use of any item provided during your stay, including bikes, golf carts or other recreational items, including any claims, damages, costs or causes of action due to the negligence, breach of contract or wrongful conduct of any Manager Party, and agree not to sue and to hold the Manager Parties free and harmless of any claim or suit arising there from.

THE UNDERSIGNED UNDERSTANDS, INTENDS AND DESIRES TO RELEASE THE MANAGER PARTIES FROM ANY AND ALL LIABILITY ARISING FROM OR RELATED TO THE OCCUPANCY OF THE PROPERTY TO THE FULLEST EXTENT PERMITTED BY THE LAWS OF THE STATE OF FLORIDA.

**Baby Gear, Bikes, Kayaks, & Paddle Boards**. Some Latitude Key properties are provided baby gear, bikes, kayaks, and /or paddleboards. Release of Liability, Waiver of Claims, Express Assumption of Risk and Indemnity Agreement:

In consideration for receiving access and/or permission to use any baby gear (cribs, high chairs, pack n plays, etc.), bikes, kayaks or paddle boards at your rental property or otherwise made available to you as an amenity in conjunction with your rental by Latitude Key and the Owner, you hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND HOLD HARMLESS for any and all purposes the Manager Parties 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 using the baby gear, bikes, kayaks or paddle boards whether caused by the Manager Parties’ active or passive negligence. You agree that you are fully aware that there are inherent risks involved with the use of baby gear, bikes, kayaks or paddle boards, 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 use the bicycles with full knowledge that the use of the bicycles 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 using the baby gear, bikes, kayaks or paddle boards, whether supervised or unsupervised.

**Swimming Pool and Hot Tub 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, spa or hot tub (collectively referred to herein as “Pool Facilities”) at your rental property or otherwise made available to you as an amenity in conjunction with your rental by Latitude Key and the Owner, you hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND HOLD HARMLESS for any and all purposes the Manager Parties 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 related to, involving or arising from you or your guests use of the Pool Facilities or other actions or omissions related thereto, whether caused by the Manager Parties’ active or passive negligence.

You agree that you are fully aware that there are inherent risks involved with Pool Facilities, 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 (drowning) and you choose to voluntarily use the Pool Facilities with full knowledge that the use of the Pool Facilities 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 using the Pool Facilities, whether supervised or unsupervised.

You agree to be responsible for the day to day general safety conditions of any swimming pool and/or hot tub 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.

You understand that the Manager Parties may not maintain any insurance policy covering any circumstance arising from your use of the Pool Facilities or any event related thereto. As such, you are aware that you should review Your personal insurance coverage.

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.

Additional charges will be accrued and charged to the credit card on file if the swimming pool, spa and/or hot tub is not kept clean and clear of debris and any foreign substance. This includes but is not limited to alcoholic beverages, food, bodily fluids, and excess sand.

**ERRORS AND OMISSIONS.** We strive to provide accurate information. However, we are not responsible for errors, omissions or changes in rates or amenities.

Hereby undersigned:

Guest Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Guest Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Guest Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Guest Email:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**PLEASE LIST ALL GUESTS NAMES AND AGES**

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| **{{FullnameGuest1}}** | **{{FullnameGuest11}}** |
| **{{AgeGuest1}}** | **{{AgeGuest11}}** |
| **{{FullnameGuest2}}** | **{{FullnameGuest12}}** |
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