



Guest Agreement

Thanks for choosing Florida Vacation Connection. We look forward to welcoming you! Use this Agreement to complete your reservation, then we will send your arrival instructions.

PARTIES. This Agreement is between Florida Vacation Connection and its agents ("FVC") and _____ ("Guest").

GENERAL TERMS. Terms include those in this Guest Agreement ("Agreement"); any online agreement or terms, addendum or confirmation; any directions, instructions (check-in, check-out...), house rules, and similar documents; any condominium or homeowners' association rules and applications, including required approvals; and any options, optional agreements, and waivers. Should any conflicts arise, the terms of this Agreement control.

PROPERTY ("PROPERTY").

Address: _____ Property Name: _____
Bedrooms | Bathrooms: ____ | ____
Check-In Date: _____ after 4 PM Check-Out Date: _____
before 10 AM

PAYMENTS and CHARGES. Payment and charges are in accordance with any online agreement and terms below.

Payment Method. Credit cards, checks, e-checks, and wire transfers.

Payment Terms. 50% of total amount is due when reserving. The **Balance** is due 60 days prior to Rental Period.

Damage Waiver or Damage Deposit.

Choose:

1. Limited Damage Waiver (Default Option) Fee \$70. Click here for details <https://www.csatravelprotection.com/certpolicy.do?product=G-20VRD>
OR

\$2000 refundable damage deposit (Contact office to change default selection). Refunded, less damages, within 60 days of departure.

Travel Insurance. Travel insurance is recommended if you have any concerns about our cancellation policy, personal injury or illness. <https://www.csatravelprotection.com/certpolicy.do?product=GR320>

Initials _____

Credit Card Documentation and Authorization. Guest authorizes FVC to charge card on file for any additional charges and penalties based on this Agreement. If reserving less than 2 weeks in advance, a copy of Guest's credit card and driver's license must be sent to **Info@FLVacationConnection.com** to complete reservation.

Signature _____

Chargebacks and Refunds. Guest waives any right to dispute a credit/debit card charge or request a refund from the platform, and agrees to the use the alternative grievance, litigation, and arbitration policies in this Agreement.

Initials _____

Florida Innkeepers Statute and Fraud Disclosure. If the Property is uninhabitable or FVC materially breaches or misrepresents the condition of the Property, Guest is entitled to vacate the Property and receive a prorated refund and agrees to waive any right to compensation unless the Property is vacated. However, if Guest remains then disputes a credit card charge, Guest is guilty of a felony, pursuant to 509.151, Fla. Stat. (2024).

Cancellations and Changes. A fee equal to all payments received applies to cancellations, missed or late payments, and not occupying the Property, unless cancelled in writing 60 days (120 days for reservations of 28 days or more) prior to scheduled check-in date, in which case a cancellation fee of the greater of 10% of total amount due or \$300 applies. Changes, when available, require a \$250 fee, plus any rate and fee increases. Reservations are cancelled without refund if Guest provides false information when reserving. There are no refunds for unused days, unmet expectations, problems with the Property (unless rendered useless), bad weather, natural disasters, or personal or other reasons. Rescheduling will be permitted, but not refunds, when required by law, due to a mandatory evacuation of the Property or legally defined impracticality, impossibility, or frustration of purpose, provided the reservation is rescheduled before the original rental period, payment is made for any rate and fee increase, and the new arrival date is within 1 yr. FVC reserves the right to cancel reservations and refuse service to anyone. To protect your travel investment, FVC strongly encourages the purchase of travel insurance for unforeseen circumstances.

NOTICE. Smart home technology is used to ensure policy compliance by Guest and may include the following remotely monitored devices: **Thermostats, door locks, pool/spa heater controls, decibel meter, and video surveillance including front door and pool area.**

OCCUPANCY. Maximum occupancy of _____ persons applies 24 hours a day. (Contracting) Guest must be at least age 25 (or active military) and an occupant of the Property.

Additional Members of Guest's Part:

ADDITIONAL CHARGES AND FORFEITURES. Guest is not entitled to a partial or full refund if removed from the Property for a violation of the Agreement. Guest will be charged as follows:

- Long Distance calls \$50 per hour or portion thereof.
- \$500 for each of the following:
 - Unauthorized animal (+ removal without refund).
 - Each 4 hrs. or portion thereof for unauthorized early check-in and late checkout.
- \$150/person/day or portion thereof if over occupancy limit (+reservation cancellation).
- The invoiced amount plus \$100 (and/or \$100/hr. or portion thereof for staff hours) for odor removal due to smoke or otherwise, fines/citations/penalties, replacement of missing/moved items, damages not covered damage waiver, stains, bed bug treatment, technical support, long distance phone calls, pay-per-view purchases, tampering with equipment (pool [a crime], pool alarm, air conditioning, smoke/fire detectors and extinguishers), failure to return keys/passes/fobs, failure to keep pool gates and doors secured, extra cleaning (including due to illness), and similar acts and omissions.

GRIEVANCE POLICY. Please contact FVC immediately with any concerns. We guarantee we will do all we can within policy and reason to accommodate you. Claims are waived unless reported within 24 hrs. of discovery and a reasonable time to cure provided.

POOL HEAT. There is a fee for private pool and spa heat. Pools take up to 48 hours to heat and may not reach desired temperature. There are no refunds for dissatisfaction with pool heat.

ANIMALS. Pet Policy. Pets are strictly prohibited without written permission from FVC and payment of a non-refundable \$500/pet fee. Breed restrictions, a 25 lb. max, and a 2-dog limit apply. **Emotional Support Animals (ESAs).** ESAs require a written request at time of reservation and official documentation (from a doctor or the government) of a diagnosed disability, unless readily apparent or the pet policy applies. **Service Animals.** Service Animals, defined by §413.08, Fla. Stat. (2024), including animals in training, require a written request at time of reservation. No documentation is required but a person who knowingly misrepresents him/herself as being qualified to use an ESA or service animal commits a 2nd degree misdemeanor, punishable pursuant to 775.082-083, Fla. Stat. (2024). **Removal.** FVC can remove any animal for inappropriate behavior.

NOISE. The Property is in a residential area. Code compliance is required. Quiet Hours are 10 PM- 8 AM.

HEALTH AND SAFETY CONCERNS. Duty to Inspect and Report. Notwithstanding any other terms to, the Guest agrees to inspect the property on arrival and promptly report any health and safety concerns and waives any right to hold FVC liable for any damages connected to an uninspected safety concern. **Lead and Radon.** There is no known lead or radon hazard. **Wildlife.** Florida wildlife can be dangerous. Be cautious. **Bed Bugs.** The Property was inspected, no bed bugs were present, and bed bugs were not reported by the previous Guest. Therefore, any bed bugs are presumed to be from Guest, absent clear and convincing proof otherwise. If found, Guest must vacate the Property immediately without refund and pay for bed bug treatment. **Allergens and Aggravants.** Properties are cleaned according to professional standards. Guest assumes responsibility to remediate any symptoms resulting from allergies or aggravants, including mild mold problems. **Smoking and Vaping.** Smoking and vaping are prohibited on Property, including outside.

NOTICE. Notice to FVC is proper only if emailed to info Info@FLVacationConnection.com and to Guest's email address of record.

PROPERTY ACCESS AND USE. Supplies. Only basic supplies are provided. **Air Conditioning.** Setting air conditioning below 73° or heat above 78°, changing fan from *Auto*, or leaving doors, windows, or blinds open is prohibited. **Access by FVC.** FVC and its Agents may enter the Property as reasonably necessary for business purposes, including for maintenance, to inspect or service and show for real estate and rental purposes. Reasonable notice is provided, absent urgency. **Social Functions.** Parties, groups, gatherings, events, etc. are prohibited and a violation will result in removal of all persons by law enforcement and cancellation without refund. **Commercial Use.** Commercial use of the Property is strictly prohibited. **Maintenance.** Responses are made as FVC reasonably deems appropriate. Absent gross negligence by FVC, faulty equipment, appliances, cable, internet and phone services; temporarily interrupted utility service, bugs, noise, including from neighbors or construction, a warm refrigerator, wear and tear, a cold pool, inclement weather, a need for spot cleaning, and other similar immaterial problems are not material breach and will not result in a refund. Service charges resulting from false reports and Guest-caused problems are charged to Guest. **Default Status of Persons.** Guest agrees to not take any action to establish non-transient status and waives defenses to all persons on Property having transient status pursuant to § 82.045 Fla. Stat. (2024). **Grounds for Removal.** Guest agrees FVC has the right to remove any persons in violation of § 509.141 Fla. Stat. (2024) or otherwise in breach of this Agreement, without refund, any rights to which Guest waives.

PARTY RESPONSIBILITY. Risk of Loss. Each party is responsible for loss, damage, or injury caused by his/her/its own negligence or willful conduct, and concerning Guest, caused by Guest's licensees and invitees. FVC is not liable for negligence unless grossly negligent. **Insurance.** Guest must carry appropriate insurance to cover accident or injury and agree to not hold FVC or his/her/its agents liable unless provided otherwise herein. **Lost or Stolen Property.** FVC is not responsible for lost or stolen property. An item left at Property is deemed abandoned. **Remedies.** The maximum remedy for failure to provide reserved accommodations is a prorated refund. There are no free upgrades due to unavailable accommodations. **As Is Condition.** The Property is rented "as is." FVC warrants only that the Property satisfies legal and express contractual requirements, notwithstanding any pictures and representations otherwise, which were provided in good faith but may not reflect wear and tear and minor cleaning issues. Guest waives any claim the Property was not as described.

LEGAL TERMS. Arbitration. The parties agree to settle any disputes over \$15,000 by binding arbitration. AAA rules apply unless in conflict with terms herein. **Assignment.** Attempted assignment, delegation, or sublease by Guest is invalid. **Attorney's Fees.** FVC is entitled to reasonable attorney's fees and costs from Guest for defending chargeback demands, negative reviews and social media, BBB claims, administrative or other complaints, arbitration, prelitigation, and litigation arising out of this Agreement or otherwise. **Choice of Law.** Claims are governed by the laws of FL, to the exclusion of conflicting laws, principles, and theories. **Confidentiality.** Guests agree to not communicate with code or law enforcement regarding their accommodations. **Counterparts.** This Agreement may be signed in counterparts. **Data Usage.** Guest consents to use by FVC of its data, subject to law. **Discretion.** FVC 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. **Entirety.** This is the entire Agreement, unless provided otherwise herein, superseding all related previous negotiations, Agreements, and UCC implied terms. **Headings.** Headings are solely for convenience. **Indemnification, etc.** Guest shall defend, hold harmless, and indemnify FVC, and its agents against any 3rd party claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, arising out of, or relating to this Agreement, including for pre and non-litigation legal fees, and claims by Guest's invitees and licensees. **Interpretation.** This Agreement will not be construed in favor of the non-drafting party. **Jury and Class Action.** The parties waive rights to jury trials and class action suits. **Liquidated Damages.** The parties agree any preset fees are hard to compute and not punitive. **Forum.** The 12th Jud. Cir. of FL shall be the exclusive forum for any litigated claims related to this Agreement. **Modification.** Only Michele Knuese has authority to modify this Agreement, and only in writing. **Non-Reliance.** Guest agrees to not rely on any current or prior written or oral representations or understandings and waives any rights or claims arising from the same. **Opportunity to Cure.** Guest must provide FVC with a reasonable opportunity to cure any breach. **Performance.** FVC 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 Agreement was made. **Claims Limitations.** The maximum remedy for breach, negligence, other torts, and other liability for act and omissions connected to the Agreement, unless expressly provided otherwise herein, is actual direct financial losses, and as governed herein, reasonable attorney's fees and costs, which is agreed to be an adequate remedy and excludes consequential and incidental damages. **Severability.** If any provision of the Agreement is invalid or unenforceable, it will be construed as will permit enforcement; otherwise, the Agreement shall be construed as if that provision never existed. **Waiver.** No breach of this Agreement will be waived without express written consent of nonbreaching party. **Warranties.** No warranties exist unless expressly stated herein. **3rd Party Beneficiaries.** No 3rd party has beneficiary rights from the Agreement.

Guest consents to a background check including social media by FVC and its agents. Satisfactory results are required. Guest agrees to obtain informed consent of all members of Guest's party to be bound by the terms of this Agreement.

For Emergencies, Dial 911.

Guest

Date

On Behalf of FVC

Date