

THIS "AS IS" SHORT TERM OCCUPANCY AGREEMENT hereinafter referred to as "Occupancy and Tenant", made and entered into this by HAWK LMC and MacWilliam Group Vacation Rentals hereinafter referred to as "Property Manager/Owner/Agent," of the vacation residence described below in its present condition, under the terms herein stated.

AGREEMENT

The Owner of the rental unit 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 owner/agent property 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 will be issued to anyone who is not an adult.

RESERVATIONS

For short term 3 month or less

may be placed up to 6 months in advance, but are subject to the rates in effect for the year said reservations are placed. All times are Central Standard Time and currency is USD unless otherwise noted. While every effort will be made to have the property available for arrival or check in at 4:00 pm (unless altered by owner/agent with another time) prior during high season cleaning crew may require additional cleaning time and check in may be delayed up to 5 pm. Reservations will be held for one (1) day. If signed or "E agreement" rental agreement and payment is not received within a one (1) day period from the date of the Tenant's commitment to reserve, the reservation will be cancelled. Daily Resort fee upon arrival due (Price subject to change)

For bookings over three months

A payment including the first months rent, plus security deposit is due upon agreement terms satisfied by the Tenant and Owner/Agent. Following payments are due per scheduled days set by Owner/Agent.

DEPOSIT (less than 3 months)

A deposit totaling 50% of the agreed upon Total Amount is due with acceptance of rental agreement. Payment of deposit shall be deemed as an acceptance of this rental agreement. Payment may be made by traveler's checks, bank money order, wire transfer, certified check, online booking service, or major credit card. Personal checks will be accepted upon approval. Damage deposit will be refunded within 7 -10 days of checkout pending inspection by cleaning firm.

BALANCE (less than 3 months)

Balance is due 7 to 21 days prior to arrival date (unless specific arrangements are made with the owner/agent) and includes a refundable damage deposit of \$500 to \$3500, or security deposit. Payment may be made by traveler's checks, online web payment, certified check, or major credit card. Personal checks will be accepted upon approval; if funds are not credited within seven days booking will be cancelled; if this happens, 50% deposit will be refunded and less a \$100.00 administrative fee. Damage deposit will be refunded within 7 - 10 days of checkout pending inspection by cleaning firm.

CANCELLATION POLICY

In the event that you must cancel your reservation, please be aware that cancellations must occur at least 60 days prior to arrival date. If cancellation occurs 60 days or more prior to arrival date 100% of monies will be refunded with the exception of the \$100.00 administrative fee. GUESTS THAT DO NOT CANCEL WITHIN THE 60-DAY TIME FRAME WILL BE CHARGED THE FULL RENTAL AMOUNT. There will be no refund for early departure. In the very unlikely event the Owner/Agent to cancel your reservation due to unforeseen circumstances, a full refund will be made for your payment. The Owner/Agent will not be held liable for any monetary loss which may incur from the result of a cancellation of this Rental Agreement and your reservation. Please always consider vacation insurance.

HAZARDOUS PRACTICES

No barbeque grills of any kind are permitted on balconies or in the unit. No open flames i.e. Candle burning is not permitted on balconies or in the unit. 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.

PETS

Must inquire prior arrival and will require additional damage deposit if approved. Must meet standards required by Owner/Agent. Weight restrictions and animal type apply.

SERVICE ANIMALS

Service animals must be under the handler's control at all times. Service animals are not to be left unaccompanied in the suite or permitted on furniture. Florida legislature has law targeting people who try to pass off their pets as service dogs. Violators can be charged with a misdemeanor which carries penalties of up to 60 days in jail, fines up to \$500 and 30 hours of community service. Tenant shall supply answers to the following questions (1) is the service animal required because of a disability, and (2) what work or task has the animal been trained to perform. Service animals are not allowed onto furniture.

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.

FALSIFIED RESERVATION

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

HOUSEKEEPING

There is no daily maid service unless requested and paid for in advance. Linens and towels are included and not to be taken from the unit. An initial setup of trash liners, bathroom paper, and soap is provided. There is a one time cleaning fee included in your quote. Additional cleaning fees will be due in the event that cleaning involves the removal of excessive soil or sand. Room/suite service is available through the hotel/condo or through owners per arrangement with up to a 48 hour notice. We can also provide room service if needed, if available at a lesser rate. Request current pricing if desired.

UTILITIES

No compensation will be given for temporary outage of electricity, internet, gas, water, cable, telephone, or resort 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 calling card for placing long distance phone calls, as these are restricted.

KEYS

You will obtain your keys per arrangement with owner/agent for specific property. Lost key cards or Fob will result in \$350 replacement cost.

NON SMOKING UNIT

Smoking is strictly prohibited. Your damage deposit or security deposit will be forfeited and you will incur an additional charge for carpet cleaning and deodorizing if any evidence of smoking is found.

ENTRY BY OWNER

Owner or owner's agent 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 renters with at least 24 hours notice of Owners intent to enter (except in the case of an emergency).

RULES AND REGULATIONS

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 and tear expected.

2. All dishes are to be washed and all garbage removed from the premises and placed in outside receptacles daily. Please place trash bins in FDC room for disposal.
3. Close all blinds and balcony doors in all rooms.
4. The maximum number of occupants shall not exceed (4) people, not including a child in a crib.
5. Furnishings are not to be removed from the premises for use outside or in other properties.
6. "No pets" policy must be observed if denied.
7. Smoking is not allowed in the unit.
8. Reservations are not made by or for a minor, defined as any person under the age of twenty-five (25).
9. All keys are to be returned upon move-out by Tenant.
10. 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.

The Occupant shall behave in a lawful manner and shall respect the rights of the surrounding occupants. The Occupant shall not create noise or disturbances likely to disturb or annoy the surrounding occupants. Creating a disturbance of the above nature shall be grounds for immediate termination of this agreement and Occupant shall then be required to immediately vacate the premises. Quiet hours begin at 8:00 PM and Pool and outdoor noise should not disturb the other occupants.

There shall be no refunds of occupancy due to shortened stays or expectations due to weather conditions.

It is the Occupant's responsibility to learn about safety precautions, warning signs of water conditions, and safety rules concerning swimming in or being around the pool. Occupant agrees to have a responsible adult supervising minors while they swim in the pool. Occupant is hereby notified that the pool can be dangerous and Occupant accepts fully the risks involved.

Occupant agrees not to access the "owner's closet", even if unlocked, which contains cleaning supplies and chemicals that could be hazardous to children and adults.

The property has a fire extinguisher installed near the hallway outside the room. The fire extinguisher was fully charged at the last inspection. It is the duty of the Occupant to inform management immediately should the fire extinguisher become less than fully charged. Occupant agrees to use a fire extinguisher only for true emergencies.

The property has fire alarms installed and they are believed to function properly at the time of rental. Occupant will notify management without delay if a fire alarm "chirps" or has a low battery condition.

Occupant shall see to their own security while in the property by locking doors, windows, garage doors, etc. when it's prudent to do so. Property owner and Property Manager shall not be liable for any loss, theft, or damage to Tenant neglect.

Occupant's personal belongings.

Valuable items left behind by Occupant will be held for the Occupant and every reasonable effort will be made to contact the Occupant for return. If items are not claimed for longer than 1 month they shall become the property of the Property Manager and/or property owner. The Property Manager shall not be held liable for said items.

High-speed wireless Internet is provided as a convenience only and is not integral to the agreement. No refund of rents shall be given for outages, content, lack of content, speed, access problems, lack of knowledge of use, or personal preferences with regard to Internet service.

Occupant is advised that the property may contain a gas stove and cooktop, gas heating, gas grill, and other gas powered items and will seek help from management if the proper operation of such items is not fully understood.

Property owner and Property Manager shall not be liable to Occupant for any damage or injury caused by the use of the premises to the Tenant.

Occupant shall use the property for legal purposes only and other use, such as but not limited to, illegal drug use, abuse of any person, harboring fugitives, which occurrence shall cause immediate termination of this agreement with no refund of payments or deposits.

We occasionally experience electrical, computer, internet, power outages that are beyond our control. We report outages as each occurs. No refunds or compensation will be given for any outages.

Property Manager shall provide towels, linens, cups, knives, forks, spoons, dishes, and other items as commonly used by the property owner's family. Additional toilet paper, soap, dish detergent, laundry soap, shampoos, and other consumables are to be purchased by the Occupant. No reimbursement will be made for unused consumables left at the premises. If consumables exist at the premises when the Occupant arrives the Occupant is free to use them. Management will provide initial towels, sheets, and blankets. Guest are responsible for washing soiled towels and sheets. Management can provide clean sheets and towels at an additional cost.

The Occupant and Occupants' Guests shall hereby indemnify and hold harmless the property owner and Property Manager against any and all claims of personal injury or property damage or loss arising from the use of the premises regardless of the nature of the accident, injury or loss. Occupant expressly recognizes that any insurance for property damage, loss, or Occupant injury which the property owner and/or Property Manager may maintain on the property, does not cover the personal property or Occupants, and that Occupants should purchase their own insurance for Occupants and Guests if such coverage is desired.

The Occupant shall maintain the premises in a good, clean, and ready to occupy condition, and use the premises only in a clean and lawful manner. The Occupant shall leave the premises in a ready to occupy condition at the expiration of the agreement, defined by the Manager as being immediately habitable by the next occupant. Occupant shall pay for maintenance and repairs should the premises be left in a condition different from when occupancy began. Occupant shall be required to pay for any repairs to the unit. The Occupants agree that the Property Manager shall deduct costs of said repairs from the security deposit prior to refund if Occupants cause damage to the premises or its furnishings. If the security deposit is insufficient to pay for the

damage or repairs, the Occupants credit card shall be used for the repair or replacement of the damage. The Occupant shall pay for any loss or damage done to the premises.

AC shall only be operated with all windows and sliding door closed. The AC thermostat shall be set no lower than 68 degrees. The guest will be charged the cost of repairs if evidence is found that AC was operated with windows and doors open.

The Property Manager has the right to inspect the premises without prior notice at any time to enforce the terms of this agreement. Should the Occupants violate any of the terms of this agreement, the occupancy period shall be terminated immediately and the entire monies paid shall be forfeited. The Occupants waive all legal rights if they fail to vacate the premises upon termination of the occupancy period. The Occupants shall vacate the premises at the expiration time and date of this agreement or they agree that they may be removed by the local law enforcement.

This is a non-smoking room. You are welcome to smoke on the balcony with the door completely closed, I ask that you refrain from smoking in the room at all.

Do not use towels for removing makeup, often the stains will not come out and towels must be replaced at a cost from your deposit. Bring your personal removal needs for makeup.

Refrain from flushing diapers, napkins, and large amounts of tissue down the toilet as they are extremely sensitive being low flow, take care in minding this.

Do not leave trash in the halls by the doors, there is a rubbish chute located on the floor in the laundry room FDC room down the hall. The hotel will charge you incidental charges for trash recovery.

Your damage deposit will be returned and credited within 5 to 10 business days after room check out and inspection.

For very urgent matters call us immediately.

In the case of a serious emergency matter and the unlikely event we are not responding, only then contact security or the front desk.

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 of four people, 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.

HOLD HARMLESS

The owner/agent of the suite do not assume any liability for loss, damage or injury to persons or their personal property. Neither does owner/agent accept any liability for any inconvenience, damage, loss or injury arising from any temporary defects or stoppage in supply of water, gas, cable service, electricity or plumbing, appliances, as well as due to weather conditions, natural disasters, acts of God, or other reasons beyond its control. The Owner/Agent is not accountable for unforeseen circumstances due to construction in the building or routine or emergency maintenance in the building. Additionally no monetary compensation is provided for any loss or injury. Travel insurance is recommended.

POOL & PATIO

Tenant hereby acknowledges that the premises they have reserved may include a community pool and the undersigned agrees and acknowledges that the community pool and patio/deck can be dangerous areas, that the deck/patio 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 Tenant's guests in or related to the use of the community pool and patio areas.

MAINTENANCE

Please report any maintenance needs for the premises to the us and we will respond as quickly as possible. Refunds will not be made for maintenance issues including, but not limited to heating and air conditioning, appliances, televisions, and stereos.

LINENS/TOWELS/SUPPLIES

The owners furnish linens and towels. Any lost or damaged linens will be deducted from your deposit. 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.

PARKING

Limited to one car. No boats, jet skis, trailers or RVs. Parking Fee may apply.

TELEPHONES

are not provided.

The Tenant, for himself/herself, his/her heirs, assignors, executors, and administrators, fully releases and discharges Owner/Agent 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/Agent free and harmless from any claim or suit arising there from. In any action concerning the rights, duties or liabilities of the parties to this agreement, their principals, agents, successors or assignees the prevailing party shall be entitled to recover any reasonable attorneys fees and costs. Owner/Agent reserves the right to terminate this Agreement upon their discretion at any time.

By signing this document or submitting a reservation deposit I agree to the terms in this Rental Agreement.

Tenant Signature _____ Date _____