



This Agreement is between **Luxury Residential Resort, LLC** ("The Management Company") and **[Renter]** ("The Guest").

Terms

MAXIMUM OCCUPANCY. Two (2) per Bedroom + Two (2)

OCCUPANCY. The Contracting Guest is at least 21 years old and will be an occupant of rented property and shall ensure compliance with the occupancy terms.

SPECIAL REQUESTS:

TOTAL CHARGES (\$):

PAYMENT SCHEDULE. 30% Deposit at time of reservation.

KEYS AND LOCKS. The Management Company shall furnish keyless codes to the guest which expire on date of departure in accordance with the checkout procedures.

AIR CONDITIONING. Under no circumstances shall the Air Conditioning be set below 74°, Heat set above 78°, the fan setting changed from *Auto*, any doors or windows be left open, or blinds remain open.

SMOKING. Smoking is prohibited on The Property, including in the garage, or under any covered exterior area.

PETS. Some of the properties managed by Luxury Residential Resorts are pet friendly. Pets are permitted with a daily pet fee of \$40 per pet per home. The maximum number of pets allowed in any home is two, although Luxury Residential Resorts reserves the right to change this limit at its own discretion. The guest must seek approval to bring a pet(s) prior to their arrival. Inquiries may be made by phone to (407) 635-8525. A \$500 penalty charge will be applied every day an unauthorized pet occupies a home.

GARBAGE. Guest shall place all garbage on The Property into the trash bins/cans/containers along the side of the home, throughout the Rental Period and leave the bins on the side of the home for designated pickup daily.

POOL HEAT. Pools heat to approximately 10-15 degrees above the colder outside temperatures within 48 hours. Pool blankets at select homes can preserve heat when placed on pool at night and must be removed from prior to use and cannot be stored outside the screened pool area or in the spa and must be neatly rolled or folded. In the uncommon event temperatures fall below 55 degrees, pool heat may not heat to your satisfaction but there are no refunds.

POOL SAFETY. Do not run, dive, allow children in pool area without supervision/ to swim alone, regardless of age. Be sure to use safety netting, pool alarms, keep doors closed & locked, and report any safety concerns immediately to The Management Company.

HEALTH CONCERNS. No known lead-based paint and/or lead-based paint hazards are present in The Property. Florida wildlife may pose a danger to you. Approach all outdoor areas with caution. The Property has been inspected to ensure no bed bugs are present. If found during the Rental Period, their presence shall be presumed to have been caused by The Guest, who will in turn be responsible for the cost of treatment in accordance with the terms of this agreement, unless The Guest provides clear and convincing proof otherwise. The Guest may be placed in alternative property when available.

Encore Resort at Reunion | 7635 Fairfax DR. | Kissimmee FL 34747
407-635-8525 | info@encorereunion.net

NOTICE. Notice is proper only when emailed to info@encorereunion.net and Company's email address listed above.

MAINTENANCE. The Management Company shall be responsible for compliance with Florida Law concerning maintenance and repair of the Premises.

THE MANAGEMENT COMPANY'S ACCESS TO THE PREMISES. The Management Company may enter the Premises as reasonably necessary for protection or inspection; for repairs or other services, or for any other emergency and with such notice as The Management Company, in its sole discretion, deems appropriate.

SAFE USE OF THE PREMISES. The Guest shall use the Premises and shall comply with all laws and rules affecting it. No fireworks, grills, open flames, intoxication by occupants, or inherently dangerous activities. Use fire extinguishers appropriately. Report chirping alarms which indicated low batteries. Do not take any furniture outside. Do not tamper with any alarms or smoke detectors. Use the overhead stove fan when cooking to avoid accidental activation of smoke detector alarm. Do not disturb the quiet enjoyment of your neighbors.

RISK OF LOSS/INSURANCE. The Management Company and guest shall each be responsible for loss, damage, or injury caused by its own negligence or willful conduct. Each party must carry insurance. The Management Company is not responsible for any lost or stolen property.

ASSIGNMENT AND SUBLEASES. The Guest may not assign this Agreement or sublease The Property.

CLEANLINESS, MAINTENANCE, AND REPAIRS. The Property will be inspected prior to The Rental Period to ensure cleanliness and that there exists no need for maintenance or repairs. Guest must report any deficiencies of the same within 24 hours or any related claims shall be deemed waived. A report can be made via phone or email, prior to guest departure. Responses shall be made in a timeframe and to the degree deemed appropriate in the sole discretion of The Management Company, absent negligence on the part of The Management Company, faulty equipment, appliances, or services; bugs inside The Property; construction noise, a warm refrigerator, or; inclement weather, and other similar complaints do not constitute breach of contract. There is no daily maid service. Upon departure, you must wash the dishes, place garbage in receptacles and in front of The Property for pickup and place bed linens in a pile in each bedroom. The Management Company will charge the guest an excessive cleaning fee charge of a minimum \$500 and up to the total cost of additional cleaning for homes that have been dirtied or soiled beyond reasonable guest use.

DEFAULTS, REMEDIES, AND WAIVERS. Guest agrees that all persons on the property have transient status as defined by and for the purposes of § 82.045 Fla. Stat. (2015). The sole remedy for failure to provide reserved accommodations is, at most, a prorated refund. The Guest waives any claim to a refund unless they provide written proof that the grounds of the claim were reported to The Management Company immediately following the earlier of discovery or the time at which a reasonable person would have discovered such grounds. The Management company warrants only that accommodations satisfy all legal requirements.

RENEWAL/EXTENSION. This Agreement can be extended only if evidenced in writing.

LEGAL TERMS. Entirety. This is the entire agreement on this matter, superseding all previous negotiations, agreements, and UCC implied terms. **Headings.** Headings are solely for convenience and neither constitute part of the agreement nor affect its interpretation. **Interpretation.** This agreement shall not be construed in favor of the non-drafting party. **Modification.** Only Nicholas Falcone has authority to modify this Agreement and must do so by written agreement of The Parties unless specifically provided otherwise herein. **Assignment.** Any attempted assignment or delegation of this Agreement shall be invalid. **Severability.** If any provision of this Agreement is invalid or unenforceable under governing law, it shall, to the extent possible, be construed or applied in such a manner as will permit enforcement; otherwise this Agreement shall be construed as if that provision had never existed. **Time.** Time is not of the essence concerning this agreement. **Payments.** Payment to the drafting party is a condition precedent of payment to the non-drafting party when a direct nexus between the two exists. The drafting party is not liable for non-performance of contracted companies and may negotiate payment terms or opt to forfeit payments for reasons of expediency. **Warranties.** No warranties exist unless expressly stated and not merely implied. **Notice.** Only notice and communications via email are considered proper. 30-day notice is required before taking any chargeback, litigation, or formal or public complaint actions. **Discretion.** The Management Company's sole discretion concerning any determination of breach or remedy requires good faith and adherence to usual and customary practices in the vacation home market. **Reliance.** The non-drafting party acknowledges that he/she/it has not relied upon any current or prior representations or understandings and waives any rights or claims arising from the same. **Material Breach.** Terms specified as material are not to the exclusion of other material terms. Performance by the drafting party is excused when made impracticable by the occurrence of a contingency, the non-occurrence of which was a basic assumption on which the contract was made. **Waiver.** No breach of this Agreement will be waived without the express written consent of the Party not in breach. **Remedies.** The exclusive remedy for breach of this contract is limited to actual financial losses, and, as governed in this agreement, reasonable attorneys' fees and costs, which are agreed to be adequate remedies. Regardless of the failure of the exclusive remedy, seller will not be liable for consequential damages. **Liquidated Damages.** It is agreed that any liquidated damages under this agreement constitute non-punitive and difficult to forecast damages. **Claim Limitation.** No action shall be brought by either Party unless commenced within a 1 year of the date of this agreement, which is deemed reasonable due to the need to manage unknown risk for business planning. **Chargebacks.** The non-drafting party agrees that a detailed item description was provided, contact information was clearly and prominently displayed, and instructions were provided for the event an item was not provided as stated. **Forum.** The 15th Judicial Circuit of Florida shall be the exclusive forum for any claims related to this agreement unless there exists exclusive Federal jurisdiction, in which case it shall be the U.S. Dist. Ct. for the Southern Dist. of FL. **Law.** Any dispute between the parties, whether arising out of this agreement or otherwise, shall be governed by the laws of FL to the exclusion of all other laws, conflict of law principles, and other legal theory bases. **Jury.** The parties waive their rights to a jury trial. **Attorneys' Fees.** The prevailing party shall be entitled to reasonable attorneys' fees from the non-prevailing party including but not limited to defending chargeback demands, public or formal complaints, and litigation arising out of this agreement or otherwise. **Hold Harmless.** The

non-drafting party agrees to hold harmless the drafting party and defend it against any third-party complaints. **Indemnity.** The non-drafting party agrees to indemnify the drafting party for the reasonable cost to defend and any payments made to settle any third-party claims. **Third Party Beneficiaries.** The Parties agree no third party has any rights under this agreement as a third-party beneficiary and any benefits received are merely incidental.

GUEST'S PERSONAL PROPERTY. The Guest agrees that any personal property left on the Property at the end of the Rental Period shall be deemed abandoned if good faith attempts to return the same fail.

CANCELLATIONS, CHANGES, AND NON-PAYMENT. Deposits for 3-bedroom to 9-bedroom homes shall be returned for a cancellation or may be credited and applied toward a change of reservation date, up to 15-days* prior to the scheduled arrival date. Thereafter, there are no refunds in the unfortunate event of a cancellation or change 14-days or less prior to the Rental Period.

*Please note that deposits for 3-bedroom to 9-bedroom homes are non-refundable nor date transferable if cancellation is within 30-days of arrival on the following dates: November 18th to November 25th, 2018: December 21st, 2018 to January 5th, 2019: November 24th to November 30th, 2019: December 20th, 2019 to January 4th, 2020.

Deposits for 10-bedrooms to 13-bedroom homes shall be returned for a cancellation or may be credited and applied toward a change of reservation date, up to 31-days* prior to the scheduled arrival date. Thereafter, there are no refunds in the unfortunate event of a cancellation or change 30-days or less prior to the Rental Period.

Changes to reservations will be accommodated based on availability prior to arrival. Refunds are not given for unmet expectations, weather, natural disaster, personal, or other related reasons with an exception for a government issued agency mandatory evacuation. The Management Company reserves the right to refuse service to anyone.

ADDITIONAL CHARGES AND FORFEITURES. The Guest will be charged the amount listed below for the following occurrences: \$500 for each unauthorized animal. \$150 for each unauthorized Guest, each guest in excess of the Occupancy Limit, each 2-hour period or portion thereof of unauthorized early arrival or late departure, odor removal due to smoke, pets, or otherwise, failure to return key(s), violating terms concerning pool equipment, air conditioner, smoke detectors, outdoor furniture, excessive cleaning including dishes and leaving items to be disposed, trash or otherwise, non-emergency use of fire extinguishers, or any other violation of the section titled SAFE USE OF THE PREMISES. The invoiced amount to remedy fines issued, replacement of missing items including keys, damages not covered by Damage Waiver, stains, bed bug treatment, long distance phone calls, Pay Per View (PPV) TV purchases, and extra cleaning, the determination of the need of which is in the sole discretion of the Management Company subject to good faith and Business judgment rule requirements.

RESORT REFUNDABLE DEPOSIT/PHOTO DISCLAIMER: The Guest will be responsible for any damages, missing items and repairs of the home. A full inspection of the home will be conducted within 24 hours after check-out. Company must report any theft or damage to the unit or its contents to staff upon discovery. Any damage found will incur a minimum charge of \$250 up to the full cost of repair and will be applied to the credit card provided in this document. By confirming a reservation with Encore Resort at Reunion you are agreeing to the terms of our rental agreement. One of those terms is the automatic opt in for Encore Resort to be able to utilize any images or content that contains you or anyone in your groups. The utilization of these images would be for any marketing or advertising on behalf of the brand through social media, digital means, commercials, website and any other means of marketing or advertising.