

PROPERTY RENTAL AGREEMENT

This Property Rental Agreement (“Agreement”) is made between _____ and _____ (“Guest”). Owner and Guest are hereinafter collectively referred to as “Parties”.

1. Room Rental: Guest agrees to rent subject to the terms and conditions of this Agreement, room or villa nos. _____ (“Premises”) from Owner from _____ (“Check-In Date”) through _____ (“Check-Out Date”).

2. Rate: The rental rate for the Premises is \$ _____ per day. This does not include taxes and applicable fees.

3. Check in/Check Out: Guest may check into the Premises by no earlier than 3:00 p.m. on the Check-In Date. Guest must vacate the Premises by no later than 11:00 a.m. on the Check-Out Date. In the event Guest does not completely vacate the Premises by this time, Guest shall be liable for an additional days’ charge.

4. Security Deposit. Owner may charge a security deposit of \$ _____ which amount will be held by Owner and shall be refunded to Guest within 14 days of Guest completely vacating the Premises less any amount necessary for Guest to pay Owner for:

- a) remedying damages Owner incurred due to Guest’s default of a term(s) of this Agreement;
- b) cleaning beyond normal wear and tear;
- c) paying unpaid fees;
- d) repairing damage Guest is responsible for beyond normal wear and tear; and
- e) any unpaid charges, including room, spa or restaurant charges.

5. Occupancy. The Premises are for the use of the Guests who have signed this Agreement, which are limited to _____ occupants.

6. Insurance. Guest is not a co-insured and is expressly excluded from any insurance policy held by Owner; provided, however, that Guests booking through third-party websites may have insurance coverage

as provided by such websites to which Owner shall be considered a co-insured. Guest understands that it is suggested that Guest carry insurance to cover and damages or losses including to Guest's personal belongings.

7. Right of Entry. Owner may enter the Premises in the event of an emergency, and during reasonable hours to make necessary repairs, alterations, or agreed to services to Premises or upon any other portion of the building, which may require access through the Premises. Unless impractical to do so, Owner shall endeavor to provide notice to Guest and attempt to obtain Guest's prior consent for entry. Consent may be presumed from the Guest's failure to object to access after reasonable notice is given. The Guest may not unreasonably deny access to the Premises.

8. Restrictions on Use. Guest shall not violate the quiet enjoyment of other Guests. Guest shall not violate any law, ordinance or statute in the use and occupancy of the Premises. Guest shall keep the Premises as clean and sanitary as conditions of the premises permit, and shall not commit waste or nuisance, annoy, molest, disrupt or interfere with any other Guest or neighbor.

9. Use of Premises and Damage. Guest shall make no alteration, additions or improvements in or to the Premises. The Guest shall be liable to owner for any such damage caused by Guest's lack of due care.

10. Return of Key and Property. Guest shall return all keys upon the end of their stay. Guest shall exercise care with all furniture, furnishings, appliances, and fixtures, which are for Guest's exclusive use and shall maintain such in good order and condition. Guest shall return the property to Owner in the same condition as when Guest took possession, except for normal wear and tear. Guest shall pay Owner for the costs of repair, replacement or rebuilding any portion of the premises damaged by the Guest or any individual on the Premises with Guest's knowledge.

11. Indemnification and Release. Guest shall indemnify, defend and hold harmless Owner from and against any claim, demand, cause of action, loss or liability (including attorney's fees and expenses of litigation) for any property damage or personal injury on the Premises by any cause

or arising out of conduct of Guest(s), their guests and invitees. Guest releases Owner from any and all claims of any nature, including claims for personal injury, emotional damage, or property damage arising out of Guest's stay on the Premises. The provisions of this Article shall survive the termination of this Agreement with respect to any claims or liability accruing before such termination.

12. Pets. Guest may not have any pets on the Premises.

13. Smoking. No smoking is permitted on the Premises. Should smoking occur on the Premises during Guest's occupancy, Guest shall be charged a smoke remediation fee of \$50 in addition to all other charges.

14. Entire Agreement. This Agreement represents the entire understanding relating to the subject matter hereof and prevails over any prior or contemporaneous, conflicting or additional communications. This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.

15. Arbitration. Any controversy or claim arising out of or relating to your stay on the Premises, or otherwise relating to or arising out of this agreement, including any claim for personal injury or property damage, shall be determined by arbitration administered by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Claims shall be heard by a panel of three arbitrators. Within 15 days after the commencement of arbitration, each party shall select one person to act as arbitrator and the two selected shall select a third arbitrator within ten days of their appointment. If the arbitrators selected by the parties are unable or fail to agree upon the third arbitrator, the third arbitrator shall be selected by the American Arbitration Association. The place of arbitration shall be Miami, Florida. The arbitration shall be governed by the laws of the State of Florida. The arbitrator(s) shall not award consequential damages in any arbitration initiated under this section. Each party shall bear its own costs and expenses and an equal share of the arbitrators' and administrative fees of arbitration. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

Guest acknowledges receipt of a copy of this Agreement and acknowledges having read and understood the foregoing.

OWNER

Printed Name

Signature

Title

Date

GUEST

Printed Name

Signature

Title

Date