



SHORT & VACATION TERM LICENSE AGREEMENT

WITH THIS AGREEMENT dated [redacted] 20 [redacted] the Licensor has agreed to grant Leave and License to the Licensee to occupy and use the said house on the following terms and conditions agreed to between the parties hereto:

("Licensor"): [redacted] /SouthernVacatioHome 6278 N. Federal Highway, Suite 627 Fort Lauderdale, 33308 FL

("Guest(s)/Licensee") [redacted]

Licensee's Home Address [redacted]

Licensee's Mobile Phone ([redacted]) Email: [redacted]

Arrival time/location/ ETA & Departure information: [redacted]

Property Name/ Address: VILLA MARGUERITAVILLE ON THE WATERWAY: [redacted] Street, Fort Lauderdale, FL 33305

No. of Bedrooms/ Bathrooms: 2/2

CHECK IN DATE: [redacted] CHECK OUT DATE: [redacted] This

License is for a period of NIGHTS: [redacted] and property will not be occupied by more than [redacted] guests. Names of all guests visiting:

[redacted]

Guest agrees to pay the "total amount of the license agreement" as outlined below:

Total Amount of License Agreement \$ [redacted]

Last 4 digits of credit card used for the payment [redacted]

The Payment is handled through AirBNB/ HomeAway - Reservation Number [redacted]

The booking is not secured until payment is made through AirBNB / HomeAway, a personally signed contract and ID stating address/ proof or residence of all persons staying at or visiting the property are received.

This offer is valid for acceptance until 72 hours after the AIRBNB booking. If the booking is less than 14 days away then the offer is valid for acceptance until 24 hours after the AIRBNB booking.

Funds/ documentation not received at the due date will result in cancellation of the offer/ reservation and Licensor will be free to license to another Licensee. All transfer fees/ bank fees are paid by the Licensee. The Security Deposit is a collateral for damages or excessive expenses or additional services of any kind due to the requests or actions of Licensee and his/her guests.

PETS/ANIMALS/ SMOKING/ DRUGS ARE NOT ALLOWED IN AND ON THE PROPERTY.

CHECK-IN IS BETWEEN 4:00 - 8.00 PM

CHECK-OUT IS BEFORE 11:00 AM

JOINT AND SEVERAL: If more than one individual, firm or corporation shall join as Guest, the covenants of Guest shall be the joint and several obligations of each party signing as Guest, and when the parties signing as Guest are partners, the covenants shall be the obligation of the firm and of the individual members thereof. SEASONAL LICENSING: Licensee represents and warrants to the Licensor, that it is his/her/their intention that Guest's occupancy will be seasonal and temporary. The parties agree that this License Agreement shall not be governed by part 2 of chapter 83 of the Florida Statutes. BINDING AGREEMENT: Guest acknowledges there is no rescission period once this License Agreement is signed. NOTE: It is the intention of the parties that the laws of the State of Florida (without reference to the conflict of laws provisions contained therein) shall govern the validity of this License, the construction of its terms and the interpretation of the rights and duties of the parties. ALL INFORMATION HEREIN IS SUBJECT TO CHANGE WITHOUT NOTICE. The venue shall be Palm Beach County, FL. Only the English version of this agreement is legally binding, a supplied translation of this agreement, if applicable is only for information purposes.

Signature Licensee [redacted]

ADDITIONAL TERMS AND CONDITIONS
PLEASE READ THE FOLLOWING INFORMATION CAREFULLY

TERMINOLOGY: As used herein, the singular shall include the plural and the plural the singular, the masculine shall include the feminine and the feminine shall include the masculine. The terms guest(s) and licensee(s) are interchangeable.

FULL AGREEMENT: This License Agreement contains all agreements, promises and undertakings between Licensor and Licensee, and there are no other or oral agreements, promises or undertakings of any kind or nature. No oral agreements, promises or undertakings hereafter made shall be binding upon either Licensor or Guest/Licensee unless reduced to writing and signed by both parties, and this License Agreement supersedes any and all prior agreements between the parties relating to the Premises.

CANCELLATIONS: Cancellations need to be made in writing and are subject to a \$200.00 cancellation fee. Should Guest cancel less than 60 days before arrival, the total license fee amount becomes due, unless the property can be licensed to another party for the same time period. In this case an administrative fee of \$200.00 becomes due plus any license fee differential. Licensor may revoke the license at any time „at will“. In case of such revocation the Licensor owes the Licensee a full refund of the licensing fee representing the unused time of the License Agreement unless license has been revoked due to a violation of the Licensee. Guest(s) has/have researched the area and has/have determined that Palm Beach and Broward County would be a suitable vacation locations for themselves and their family. No refunds will be provided for the following: any event of circumstance either ongoing, occasional or one time outside the property borders, including but not limited to socioeconomic conditions, cultural diversity, climate.

PREPAYMENT FORFEITURE: All payments are final, except the security deposit. Early terminations or "no-shows" do not provide ground for a refund.

NSF CHECKS: There is a \$50.00 handling charge for any checks returned due to insufficient funds. If for any reason it becomes necessary for the Licensor to initiate litigation to enforce these terms and conditions, the guest shall be liable for all costs of such suit, including reasonable attorney's fees.

VILLA MARGUERITAVILLE on the Waterway: The property is fully equipped and furnished with the following furnishings, which may be used by the Licensee: 3 beds (1 king, 2 twin), dining table with 4 chairs, sofa, sofa table, full kitchen, washer/ dryer, TV, & Internet (wireless), linens and bath towels, bath robes, garden furniture, BBQ. The Licensee may use the following rooms during the license period: bedroom 1 (facing water) with attached bathroom, bedroom 2 (next to bedroom 1) with attached bathroom, kitchen, living room, pool and pool area, parking in driveway in front of the house. The garage, the parking spot on West side of property, the East side terrace, studio / entrance area (3rd bedroom and 3rd bathroom) and boat/ boat lift are excluded from this license agreement. These parts will NOT be licensed to a third party, the space is used by the Licensor. The Licensee receives 2 house keys for the duration of the license period. During the license period the Licensor retains absolute control over the premises and supplies all essential services which are required for the Licensee's permitted use of the premises (water, electric, TV, Internet etc.).

EXCLUSIVE USE OF PROPERTY: Use of premises is strictly limited to private residential vacation activities only. Either the Guest, or family members, or guests may use no part of the property for any kind of trade or business purpose. Guest must vacate the property and return it in proper condition and without any property damages to Licensor. Guest must use all appliances and other technical installations of Property with proper care and diligence. Improper use of appliances and/or damages to these will be charged to Guest. Guest confirms and understands that Property may not and will not be used for any kind of drug dealing activity, drug use and consumption, money laundering operations, organized crime or any illegal activity whatsoever. Guest is not allowed to store/keep/handle on premises of licensed Property any dangerous, combustible or explosive items, or materials with such characteristics, or materials which could unreasonably raise the probability, risk or danger of a fire, or materials that are considered dangerous or highly dangerous by the responsible insurance agencies. Guest is obligated to keep the Property secure. At the time of check-in we will explain all locks and security installations and proper use; all damages resulting from carelessness or misuse will be charged to Guest. Guest shall maintain the premises in a clean and sanitary condition and not disturb surrounding residents or the peaceful and quiet enjoyment of the premises or surrounding premises. Any damage to the property resulting from the negligent use of the property, improvements thereon, appliances and fixtures shall be charge to Guest.

PETS: Pets and any kind of animals are not allowed inside the house.

INTERNET SERVICE: The Internet/ WLAN and password are a free service, which may be revoked at any time and may only be used by the Licensee listed above during the license period listed above and may not be given to any other person without permission of the Licensor. The guest must not use the Internet for any illegal activities under any circumstances and assumes full responsibility for any costs resulting from the illegal use of the Internet. The guest is aware that computers can get infected with viruses, Trojans and spy-ware through the usage of the Internet. The Licensor advises to protect any computer used in the house with a protection program and is released from any responsibility regarding the usage of the Internet.

MAINTENANCE/INSPECTION: Guest agrees that the premises have been fully inspected and accepts the condition of the premises in "as-is" condition with no warranties or promises express or implied. Guest shall maintain the premises in good, clean, and tenantable condition throughout the tenancy, use all electrical, plumbing, heating, cooling, appliances and other equipment in a reasonable manner, removing all garbage in a clean and sanitary manner. In the event Licensee or his/ her guest(s) cause any damage to the premises, the Licensor may at its option repair same and Guest shall pay for the expenses. In the event a major repair to the premises must be made which will necessitate the Guest's vacating the premises, the Licensor may at its option terminate this agreement and Guest agrees to vacate the premises holding the Licensor harmless for any damages suffered, if any. Guest shall notify the Licensor immediately of any maintenance or repair needed, in writing. Guest agrees to immediately test any smoke detector and report malfunctioning. In the event of equipment malfunction within the unit, the Licensor will expedite repairs as quickly as possible. Any maintenance items should be reported to the Licensor as soon as possible. No license fee adjustment can be made for circumstances beyond our control or malfunction or loss of use of equipment or amenities.

PEST CONTROL: Unit is treated for pests by a contracted pest control company. The Licensor will use his/her best efforts to address pest control concerns, but is not responsible for rebates due to the presence of pests, infestations, or in the event of untimely service by pest control companies.

EMERGENCY RIGHT OF ENTRY: The Licensor has immediate right of entry in cases of emergency, or to protect or preserve the premises. Guest shall not alter or add locks. Any authorized agent or repairman may enter the premises during customary business hours for any purpose related to the repair, care, improvement, and management of the premises.

LOST ITEMS/LIABILITY/RISK OF LOSS: The Licensor is not responsible at any time for any items left in the unit. If they are found by cleaning staff, items will be held for 30 days. Guest acknowledges there may or may not be exterior cameras present for security purposes only. Notwithstanding such, Guest acknowledges and agrees the Licensor is not liable in the event of any camera malfunction. Guest is aware and understands that neither Licensor is responsible or liable for any of Guest's personal property present on premises of Property. All Guests' personal property shall be at the risk of the Guest. The Licensor shall not be liable for any damage to said personal property of the Guest arising from criminal acts, fire, storm, flood, rain or wind damage, acts of negligence or any person whosoever, or from the bursting or leaking of water pipes.

CONDEMNATION AND ACTS OF GOD: If for any reason the premises are condemned by any governmental authority, or destroyed through fire, act of God, nature or accident, this license agreement shall cease and shall terminate as of the date of such condemnation or destruction and Guest hereby waives all claims against the Licensor for any damages suffered by such condemnation or destruction.

INDEMNIFICATION: Guest agrees to reimburse the Licensor upon demand in the amount of the loss, property damage, or cost of repairs or service (including plumbing trouble) caused by negligence or improper use by the Licensee and/ or his/her guest(s).

POOL/ CANAL: Swimming and any other activity in the Canal is prohibited. The use of the boat lift is prohibited. The Use of the electric/gas pool heater is not included in the license fee. It is not allowed to jump into the pool or canal at any time. The Licensee and his/her Guest(s) will use the swimming pool and/or hot tub at the Licensee's own risk. The Licensor will not be held responsible for the injuries sustained by the Licensee and/or the Licensee's guest(s) when using the swimming pool and/or hot tub, and the Licensee will indemnify the Licensor for any actions resulting from injuries to Licensee and/or Licensee's guest(s). Parents are responsible and liable for their children. All guests must be able to swim at the time of the license agreement. The Guest is responsible for keeping all gates locked and the swimming pool/hot tub area secured at all times. The Guest understands and agrees to allow the Licensor access at regular times to maintain the pool equipment. The Guest must immediately notify the Licensor of any repair that the swimming pool/hot tub may require. The Guest is responsible for the full cost that may be due for repair and/or replacement of the swimming pool/hot tub that is required as a result of negligence by the Licensee or the Licensee's guest(s). The Licensee must operate the swimming pool/hot tub in accordance with the manufacturer's instructions and in a safe, responsible manner. The Licensee understands that the swimming pool and/or hot tub are strictly an amenity and that the use of this amenity is not guaranteed under the terms of the license agreement.

BABY CRIBS: Guest acknowledges that baby cribs are not provided in the Property.

PARKING RESTRICTIONS: Parking areas at individual sites are only for automobiles. Motor homes, boat trailers, etc. are not permitted.

MAXIMUM OCCUPANCY AND USAGE: The unit can be occupied by no more than the maximum number of persons indicated on this agreement. Occupancy is defined as any overnight stay. In the event occupancy is exceeded, Licensee must notify Licensor and provide names and ID of additional guests. Failure to do so will result in the forfeiture of the security deposit and immediate termination of the license agreement.

The property is residential in nature only and has to be used as such. An occasional guest is allowed, however organized functions and parties of any size and occasion (weddings, pool parties etc.) are not allowed. The names of all guests have to be registered with the landlord at all times. Failure to do so may result in the forfeiture of the security deposit. The house is located in a residential neighborhood and there is a quiet time to be observed between 10 pm and 8 am. During this time loud outside activities are not allowed. Disregarding these rules may result in the Licensor ending the license agreement immediately. In case of termination of the license due to disregarding these rules the Licensor does not have to return the money paid.

Initials _____

ADDITIONAL TERMS AND CONDITIONS

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ACT OF NATURE: The Licensor cannot be held liable for any acts of nature or occurrences beyond our control. No rate adjustment will be made.

HURRICANE/ FLOOD/ CDC POLICY: If you are traveling between June and November, please note that this is hurricane season. The Licensor is not required to rebate the license fee in the event of a voluntary or mandatory evacuation. We regret that we cannot be liable for weather or other catastrophic/CDC memo related cancellations due to hurricanes, flooding or other catastrophic/ CDC events. Such related incidents do not constitute a reason for cancellation and/ or refund. There is no refund in case of an abbreviated stay. We recommend buying an adequate travel insurance covering these events. If the Licensee chooses to stay during a hurricane warning the Licensor does not assume any responsibility for the Licensee who chooses to do so on his own risk. In case of a hurricane 1 and above the house is subject to evacuation.

SUBLET: The home or any part thereof may not be sublet at any time.

MAID SERVICE/SPECIAL REQUESTS: While linens and bath towels are included, daily maid service is not. The linens in the unit have been inventoried prior to your arrival. Should linens and/ or towels be destroyed a set of linens will be charged at a rate of \$ 40.00 per set and \$ 5.00 per towel.

RADON GAS: Radon Gas is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

ATTORNEY'S FEES: In the event any dispute arises under this License Agreement between the Licensor and the Licensee, the prevailing party in such litigation shall be entitled to collect reasonable costs and attorney's fees, at trial and on appeal. Venue shall be Palm Beach County, Florida and this License Agreement shall be governed by the laws of the State of Florida.

SEVERABILITY: In case that any part of this agreement should be declared void or invalid, this will not have any effect on other parts of this agreement, which can be in effect without the invalid terms; and therefore, the terms of this agreement shall be deemed separable.

WAIVERS: The rights of the Licensor under this License Agreement shall be cumulative, and any failure on the part of the Licensor to exercise promptly any rights given hereunder or any waiver by the Licensor shall not operate to forfeit or waive any other rights allowed by this License Agreement or by law.

CHECK-IN & KEYS: We will provide you with the keys upon check in at the property. If you expect to arrive after business hours, please notify us before your day of arrival/ as soon as possible and we will make special arrangements for you to obtain keys if possible. For check ins after 8 :00 pm and before 11:59 pm there is a \$ 100.00 late check in fee applicable. We apologize, but we cannot offer any check in after midnight. You must call your Agent to make check in and out arrangements. All keys must be returned to our Agent upon departure. Keys/ devices not returned to our Agent will be replaced at Guest's expense of \$ 50.00 per key. A minimum charge of \$50.00 will be assessed for key delivery in the event of a lockout during your stay.

VACATING: At the expiration of this agreement or any extension, Guest shall peaceably surrender the premises and turn in all keys, leaving the premises in good, clean condition, excluding ordinary wear and tear. Guest must leave the unit in "broom-clean" condition, with trash placed in outside trashcans and BBQ left without food leftovers. The Guest's obligation to observe and perform the License Agreement covenants shall survive the expiration or any other termination of the term of this License. It is agreed upon that time is of the essence concerning the checkout date and time. Late checkouts have to be approved in writing by the Licensor. Occupying the property AFTER the departure date and time indicated will result in a charge to the Licensee of \$ 2000.00 a day in addition any cost and/or legal fees incurred by the owner as a result of such over stay.

SECURITY DEPOSIT RETURN: Providing Guests leave Property in acceptable condition (no damages, no missing items, no outstanding utility bills, etc.), Guest's security deposit will typically be processed within 15 days after vacancy. After Guest vacates Property and inspection/inventory has been performed and damage or missing items have been observed, the Licensor will take corrective measures to restore the lost or damaged property. A minimum trip fee of \$50.00 will be charged to perform these duties. All damages and charges will be deducted from your security deposit. Damages exceeding your security deposit amount will be charged to the Licensee.

DEFAULT: In the event of nonpayment of any required licensing fee as provided for in this License Agreement, or in the event of any breach of any of the conditions, stipulations, promises or covenants as set forth in the License Agreement, the Guest's right of possession of the licensed Property shall forthwith terminate with or without notice or demand and the retention or possession thereafter by the Guest shall constitute an unlawful detainer of the licensed Property. In such event, the Guest shall become a Guest at sufferance, thereby waiving all rights of notice to vacate said Property and the Agent shall be entitled to re-enter and re-take possession immediately of the licensed Property with or without legal proceedings.

LIABILITY/ RESPONSIBILITY: The Licensee is held responsible for the actions of any of their guests within the house. The Licensee is liable for all damaged goods, damage to the property or anything else related to the property, whether caused by themselves or by their accompanying guests.

Parents/ tenants are liable for their children, no children under the age of 10 years are allowed on the property, except the children of the renting party who assume full responsibility for their children. The Licensee is aware that there is no safety fence around the pool/ canal and they assume full responsibility for their children and their safety. The Licensor requires from Licensee that all guests, including children have to be able to swim at the time of the License and that children have to be watched by an adult at all times.

The Licensor is not responsible for any losses, accidents and/or injuries that occur to Licensee or his/ her guest(s) during the licensing agreement, including but not limited to the usage of the pool and BBQ grill and pool.

The Licensee is responsible for proper use of the available hotel safe. A fee of 30.00 USD will be charged if our staff has to come out for an emergency opening of the hotel safe caused by the guest more than once.

AIR CONDITIONING: ALL DOORS AND WINDOWS MUST BE CLOSED WHEN THE AC IS IN USE. The guest understands that Florida is a tropical destination and temperatures may be extremely high throughout the year. The guest understands that air-condition units are not made to cool the house down more than 15 degree Fahrenheit below the outside temperature and that the temperature on the AC should not be set below 72 degree at any time. Setting the AC thermostat below this temperature will lead to an icing up of the unit. AC icing may cause severe water damage in the house. The Licensee will be held responsible for misuse of the AC system in the case of such an accident.

SMOKING: Due to potential allergic reactions of future guests, smoking is prohibited inside the unit. If you must smoke, you must do so outdoors and properly dispose of smoking waste. Violators of no smoking rules will forfeit their Security Deposit, plus be assessed for additional cleaning expenses to return the unit to non-allergic status. Ashes and burns found inside a unit will be considered as a violation of the no-smoking policy.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT 1. TO WAIVE ANDY AND ALL CLAIMS that I have or may in the future have against the Licensor, agents and representatives (all of whom are hereinafter referred to as "the Releasees"); 2. TO RELEASE THE RELEASEES from any and all liability for any loss, damage, injury or expense that I may suffer or that my next of kin may suffer as a result of my participation at the Licensed Property and/ or its Swimming Pool due to any cause whatsoever, INCLUDING NEGLIGENCE ON THE PART OF THE RELEASEES; 3. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability from any damage to property of, or personal injury to, any third party, resulting from my participation at the use of the Licensed Property and/or Swimming Pool; 4. That this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators and assigns. I HAVE READ AND UNDERSTOOD THIS AGREEMENT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES. 5. PARENTS ARE LIABLE FOR THEIR CHILDREN; LICENSEES ARE LIABLE FOR THEIR GUESTS.

Signature Licensee

Signature Licensor

Date/ Location

POOL / CANAL WAIVER ADDENDUM

Date: _____

LICENSOR: Southern Vacation Home/ _____

LICENSEE/ Guest: _____

Address of Licensed Premises: _____ **Street, Fort Lauderdale, FL 33305**

This Swimming Pool Addendum is attached to the license agreement or signed at check in and becomes a part of the License Agreement on the property referenced above.

The subject property has a swimming pool and canal located thereon. The Licensee/ Guest(s) will use the swimming pool at the Licensee's/ Guest's own risk. It is not allowed to jump in the pool at any time. It is prohibited to swim in, jump into or use the canal in any other way. Only guests who are able to swim safely are allowed in the back yard where the pool is located. The Licensor and/ or staff of the Licensor will not be held responsible for the injuries sustained by the Guests and/or the or Guests' visitors when using the swimming pool, and the Guest will indemnify the Licensor and/ or Licensor's staff for any actions resulting from injuries to Guests and/or Guests' visitors.

The Licensee/ Guest is responsible to monitor the general maintenance of the swimming pool. This includes, but is not limited to, keeping the water level above the skimmer opening, the swimming pool clean of debris, monitor the pool company's weekly cleaning schedule and keeping the pool areas clean, neat and organized.

The Guest is responsible for keeping all gates locked and the swimming pool area secured at all times.

The Guest understands and agrees to allow the Licensor and/or Licensor's staff access at regular times to maintain the pool equipment. The Guest agrees to refrain from attempting to make any repairs or adjustments to the pool equipment or to any of the electrical wiring for the pool equipment.

The Guest must immediately notify the Licensor/ manager of any repair that the swimming pool may require. The Guest is responsible for the full cost that may be due for repair and/or replacement of the swimming pool that is required as a result of negligence by the Guest of the Guests' visitors. The Guest must operate the swimming pool in accordance with the manufacturer's instructions and in a safe, responsible manner.

No pets of any kind are permitted in the swimming pool at any time.

The Licensee/ Guest understands that the swimming pool is strictly an amenity and that the use of this amenity is not guaranteed under the terms of the license agreement. Any interruption or non-availability of the use of the swimming pool will not violate any terms of the license agreement.

If the Licensee/Guest violates any part of this Addendum, the Guest will then be in default of the license agreement. In the event of a default, the Licensor may initiate legal proceedings in accordance with local and state regulations and have the guest removed from the licensed premises, as well as seek judgment against the Licensee/ Guest for any monies owed to the Licensor as a result of the licensee's default.

Signature Licensee/ Guest _____

PARENT / GUARDIAN WAIVER FOR MINORS

In the event that the participant is under the age of consent (18 years of age), then this release must be signed by a parent or guardian as follows.

I hereby certify that I am the parent or guardian of _____, named above, and do hereby give my consent to the foregoing on behalf of this individual.

Parent/ Guardian Name: _____

Relationship to Minor: _____

Signature: _____ **Date:** _____