

2021

RENTAL AGREEMENT

CHECK-IN 4:00PM, CHECK-OUT 10:00AM

1. All bookings accepted by Key 2 Orlando Vacation Rentals, LLC are subject to the following terms and conditions. Items no. 2 and no. 3 refer to Direct Bookings secured at www.key2orlandoVR.com or through Direct Owner Reservations. If you reserved your stay and booked via a third party channel such as AirBnB or Booking.com please refer to your specific booking and cancellation policies provided at the time of booking. Item no. 4 and following shall apply to all guests regardless of booking method.
2. The following booking procedure shall apply to direct bookings secured at www.key2orlandoVR.com or through Direct Owner Reservation ONLY. For bookings secured through third party channels such as AirBnB, Booking.com etc, booking procedures outlined by the channel shall apply as specified at the time of booking. Please refer to your specific booking channel documents for booking deposits and security deposit requirements. For example, AirBnB does not require collection of the security deposit at the time of booking. If you booked on Airbnb you will only be charged a damage fee if damage is found after check-out. Key 2 Orlando Vacation Rentals Booking procedures for reservations made on www.key2orlandovr.com, payment terms and security deposit is as follows: a) upon receipt of your quote, we will honor your quote for no more than 24 hours. b) A 50% Booking Deposit will be collected on all rentals booked unless you are booking within the 60 days before arrival time frame. Bookings made within 60 days prior to your first night stay are payable in full at the time of booking. c) This deposit is due immediately and is nonrefundable after 60 days and up to check-in; however it will be deducted off your total rental balance due. Failure to pay the deposit will result in cancellation of the provisional booking. d) Full rental payment is due 60 days before the 1st night stay at all key 2 Orlando Vacation Rental Properties. A reminder will be issued one week prior to your due date. e) A refundable Security Deposit of \$500.00 (min or as specified on the listing) must be paid when your final payment for the home is made. f) The Security Deposit is charged to cover any costs for property damage. This does not limit your liability if the property sustains damage that exceeds the amount of the deposit that you have previously paid. You will be billed for all damages and replacement costs that exceed your deposit amount. Failure to pay this bill for property damage timely will result in legal action.
3. The following cancellation procedure shall apply to direct bookings secured at www.key2orlandoVR.com or through Direct Owner Reservation ONLY. For bookings secured through third party channels such as AirBnB, Booking.com etc, the cancellation policy as outlined by the channel shall apply as specified at the time of booking. Please refer to your specific booking channel documents for your cancellation policy. Cancellations and changes to the Booking secured at www.key2orlandovr.com or through Direct Owner Reservations are as follows: a) should you cancel your confirmed booking for any reason what so ever, the following charges will apply and will be

deducted from any payments received for the original rental: Cancellation 60 days before and up to the time of check-in, you will forfeit all monies paid. b) We reserve the right to cancel the booking if payment has not been received by the due date. c) Changes to the booking – wherever possible changes to booking made will be accommodated although charges may apply. Changes to rental dates within 60 days of traveling may be deemed as a cancellation and subject to charges shown above.

4. All guests regardless of booking method are subject to the terms and conditions following:
5. Pets are NOT Permitted in any key 2 Orlando Vacation Rental properties. Key 2 Orlando Vacation Rentals, LLC does comply with ADA articles II and III. Additional charges and cleaning fees for the full security deposit amount will be billed if pets are brought into the home.
6. Smoking a) Smoking of any kind is NOT permitted inside our home. This includes cigarettes cigars, vapor, e-cigarettes etc. Additional cleaning fees will be billed and deducted from the security deposit if evidence of smoking is discovered.
7. Any and all damage to the home should be reported immediately to us at 407-338-9140. This will allow for adequate remedy prior to the arrival of subsequent guest. If upon checkout, damage is found rendering the property unusable to the next guest and if other lodging has to be procured from outside our rental pool, you will be held liable for all cost associated with the relocation of the subsequent renters.
8. If a refundable Security Deposit was paid upon booking, the Security Deposit is charged to cover any costs for property damage. Payment of a security deposit does not limit your liability if the property sustains damage. Payment of a security deposit does not limit your liability if the property sustains damage that exceeds the amount of the deposit that you have previously paid. You will be billed for all damages and replacement costs that exceed your deposit amount.
9. Accommodation a) The accommodation provided is only for the use of the persons named by the client on the booking form. Subletting, sharing or assigning is prohibited. The maximum amount of people allowed to stay is specified in the rental listing (typically 12 people in four- and five-bedroom homes, 14 people in six-bedroom homes). If you violate this law, you could be subject to further action to include but not limited to; immediate eviction and no rental refund. b) Guests agree to do a walk-through of the premises and be sure to report any damage within 24 hours of arrival or you may be held liable for damages found by the management company the morning of your departure. c) Key 2 Orlando Vacation Rentals will not be liable for any loss or injury or illness resulting from the use of the property and pool. d) Swimming pools are dangerous and no house or community pool should be used by children without appropriate adult supervision. e) Key 2 Orlando Vacation Rentals reserve the right to decline certain party groups. f) The property will be available to guests after 4pm on the date of arrival unless otherwise agreed upon. All accommodations must be vacated by 10 am on the date of departure. Your code will not allow early arrival or late departures unless other arrangements have been made.
10. Service and cleaning fees are base rates and are subject to tax. Fees will be taxed per Florida State and Local Tax Code. Reservations with check-out dates on U.S. Legal

Holidays are subject to a \$300 premium cleaning fee. This holiday clean rate will replace the typical cleaning rate specified in the listing.

11. Please be advised that lost key/heater remote controls, lost TV remote controls, charging stations will be charged at \$50 per key/remote.
12. There is a mandatory cleaning fee specified on your listing which covers cleaning the home after guest departure. It is your responsibility to maintain a clean house during your stay. If you wish to arrange for additional house-keeping services (at the specified per day fee) please contact us with the number of days requested and we can arrange that service. Premium holiday clean rates apply for house-keeping on U.S. legal holidays.
13. Complaints a) should the client have any reason for complaint or dissatisfaction, they should immediately contact us and we will attend the property as soon as practical. We will take appropriate remedial action where possible or make arrangements for such remedial action to be taken. b) If an emergency arises outside of normal business hours, leave a message detailing the problem. The phone number is monitored and they will return your call. c) Please be advised that non-emergency after hour calls/messages to the cell numbers will be returned as available and may be subject to return call times during normal business. If you truly do not have an emergency please wait to call during normal business hours. Some examples of emergencies are as follows: 1 A/C failure-not cooling 2 Furnace- not heating 3 Alarm issues 4 Plumbing leaks or flooding 5 inability to access home.
14. Maintaining and cleaning the gas grill: We provide free of charge a gas grill for your use. We ask that you clean the grill, grilling utensils and grill area when you have finished and turn the propane tank knob rightward to off. If the grilling area is found dirty (for example: food/burnt food particles on grate, trash and other food items in or around the grill) you will be charged a \$50.00 grill cleaning fee. If you would like to pre-pay the \$50.00 and not have to clean the grill let us know and we will add it to your rental.
15. Propane filling is the responsibility of the guest unless you arranged and prepaid for propane. If you would like a full tank of propane we can provide that for a fee.
16. Guests are responsible for trash removal. Trash/household waste must be placed in plastic 12 gallon kitchen bags within covered and sealed trash cans. NO LOOSE items in Trash bin. Recyclable items are specified and are to be loose (no bags required). Household trash cans and recycle bins cannot be placed curbside in Indian Creek before 6:00 pm the night prior to pick-up. Solterra Resort guests please refer to valet trash procedures posted in the home. Code Enforcement and Waste Management will cite all trash placed out earlier than allowed and not put back after pickup. You could be assessed a min fee of \$50 (or more) for failure to comply with bagging and trash/recycling procedures. Trash and recycling procedures and pickup days are specified in the Welcome Home Manual located in the house.
17. Parking regulations are specified in the Welcome Home Manual. Towing is strictly enforced. Your vehicle may be towed. Failure to follow parking regulations may result in fines and additional fees.
18. Community rules and Municipal ordinances do not permit large gatherings or loud noises that disturb neighbors at any time. Quiet hours (40 decibels c-scale) are in effect one minute after sunset through to 7am. Disturbances which require security or law

enforcement intervention will carry fines of \$500 or more. Fines may be deducted by the owner from your deposit and/or additional charges may be applied to your rental.

19. Staying in a Vacation Rental Home: We want your stay to be as comfortable as possible. Please note there may be some things that you wished you had. We have made every attempt to ensure that the staples are there for you, but sometimes things come up missing and we are not made aware of them. Should you come across something that you feel would have made a difference in your stay, please drop us an email and let us know. Starter soaps and toilet tissue are provided but you will likely need to purchase additional comforts during your stay. Walmart is 3 minutes away.
20. Pool Heat: For pool homes rented between October and April you may find the pool water colder than you desire and may want to consider the optional pool & spa heating for additional cost. When you book and pay for this option, we will switch on the pool heater on the day you arrive and turn it off on the morning you depart. Note the pool water will only heat when the spa heat is off. The American Swimming Association and the American Red Cross recommends that for comfortable swimming, the pool heat should be set to 82°. We follow that recommendation however we do set our pool to 85°. Guests are NOT to touch the pool equipment including but not limited to: pumps, control panels, electrical panel, heater. This equipment is located on the side of the home. **THE POOL EQUIPMENT IS REMOTELY MONITORED.** Pump operation and water temperature are recorded. Tampering with equipment, ie removing locks at the control panel or changing the heater preset programming is subject to a \$100 fee.
21. Spa only Heat: Guests who prepaid for spa only heat will have access to the wall mounted switch/timer located in the screened in pool area. The spa timer should be set for a specified limited time. During that time heated water will be directed to the spa only (the pool water will not be heated). Spa heat timers should be allowed to run during pool occupancy. Do not run the spa heat continuously when occupants are not in the pool.
22. Force Majeure: We can accept no responsibility for, and shall not be liable in respect of loss or changes caused by Force Majeure, e.g. strikes, fires, flood, and closure of airport, weather conditions, war, riots, terrorist activity or any other event beyond our control. Please notify us immediately if you encounter any issues related to such.
23. Private and community pools are swim at your own risk. No life guard on duty. Adults are responsible for supervision of children. Indian Creek Community: You are welcome to enjoy the community park located at the corner of Indian Creek Blvd and La Jolla Trail. The park has grass areas, a play set and soccer net. Solterra Resort guests have access to the resort amenities. We ask that all members in your party act in a responsible manner and follow the community rules at all times.
24. Any dispute or other legal action concerning this Agreement, including any arbitration or litigation proceedings shall be conducted in Illinois.
25. **PHOTO IDENTIFICATION REQUIREMENT** A copy of government issued photo ID (Passport or Driver's license) is required. You must be 25 years of age or older to reserve a vacation home.