

# LEASE AGREEMENT

## THIS LEASE AGREEMENT LIMITS OUR LIABILITY AND HOLDS YOU RESPONSIBLE FOR THE SAFETY OF YOURSELF & THOSE WHOM YOU BRING INTO THE HOME

----- PLEASE READ CAREFULLY -----

This Vacation Rental Agreement and Contract (the "Agreement") is a legally binding agreement made and entered into as of the Reservation Date written below by and between the undersigned person(s) or company (the "Guest") and the undersigned owner, manager or agent ("Rental Agent"), pursuant to which the Guest has agreed to rent the residence described below (the "Property"), for the duration of the Rental Term for the Total Rental Fee and other good and valuable consideration as described herein.

### OCCUPANCY

Guest agrees that no more than the number of persons indicated on the reservation shall be permitted on the Property at any time during the Rental Term, all of whom shall comply with the conditions and restrictions imposed upon Guest under this Agreement.

### CONDITION AND USE OF PROPERTY

The Property is provided in "as is" condition. Rental Agent shall use its best efforts to ensure the operation of all amenities in the Property, such as internet access, satellite or cable TV access or hot tubs, fireplaces as applicable. Rental Agent shall not be held responsible for such items failure to work, but will make every effort to correct any issues as reported as quickly as possible. Guest acknowledges that use of amenities -- such as hot tubs, pools, spas, fireplaces, decks, and the like -- may be potentially dangerous and involve potential risks if improperly used, particularly with regard to children and such use is at the Guest's own risk.

Guest shall use the Property for residential purposes only and in a careful manner to prevent any damage or loss to the Property and keep the Property in clean and sanitary condition at all times. Guest and any additional permitted guests shall refrain from loud noise and shall not disturb, annoy, endanger, or inconvenience neighbors, nor shall Guest use the Property for any immoral, offensive or unlawful purposes, nor violate any law, association rules or ordinance, nor commit waste or nuisance on or about the Property.

### DEFAULT

If Guest should fail to comply with the conditions and obligations of this Agreement, Guest shall surrender the Property, remove all Guest's property and belongings and leave the Property in good order and free of damage. No refund of any portion of the Total Rental Fee shall be made and if any

legal action is necessary, the prevailing party shall be entitled to reimbursement from the other party for all costs incurred.

#### ASSIGNMENT OR SUBLEASE

Guest shall not assign or sublease the Property or permit the use of any portion of the Property by other persons who are not family members or guests of the Guest and included within the number of and as permitted occupants under this Agreement.

#### RISK OF LOSS AND INDEMNIFICATION

Guest agrees that all personal property, furnishings, personal affects and other items brought into the Property by Guest or their permitted guests and visitors shall be at the sole risk of Guest with regard to any theft, damage, destruction or other loss and Rental Agent shall not be responsible or liable for any reason whatsoever.

Guest hereby covenants and agrees to indemnify and hold harmless Rental Agent and their agents, owners, successors, employees and contractors from and against any costs, damages, liabilities, claims, legal fees and other actions for any damages, costs, attorneys fees incurred by Guest, permitted guests, visitors or agents, representatives or successors of Guest due to any claims relating to destruction of property or injury to persons or loss of life sustained by Guest or family and visitors of Guest in or about the Property and Guest expressly agrees to save and hold Rental Agent harmless in all such cases.

#### RELEASE

Guest hereby waives and releases any claims against Rental Agent, the Property owner and their successors, assigns, employees or representatives, officially or otherwise, for any injuries or death that may be sustained by Guest on or near or adjacent to the Property, including any common facilities, activities or amenities. Guest agrees to use any such facilities or amenities entirely at the Guest's own initiative, risk and responsibility.

#### IMMEDIATE NOTIFICATION TO RENTAL AGENT OF SAFETY CONCERNS:

Guest hereby agrees to promptly notify the rental agent of any areas of the Property that the guest considers unsafe or otherwise poses any danger or risk to Guest and/or family and visitors of guest.

#### ENTRY AND INSPECTION

Rental Agent reserves the right to enter the Property at reasonable times and with reasonable advance notice for the purposes of inspecting the Property or showing the Property to prospective purchasers, renters or other authorized persons. If Rental Agent has a reasonable belief that there is imminent danger to any person or property, Rental Agent may enter the Property without advance notice.

#### HURRICANE? 100% REFUND POLICY:

Overview: We regard the risks posed by hurricanes as a simple cost of doing business, and therefore offer a liberal and generous refund policy. If the threat of a hurricane interferes with your vacation

plans such that you cannot enjoy the vacation home, or you must leave the vacation home prematurely, you receive a full refund for any days where the home will not be used by you.

- *Missed Flights and/or Delayed Arrivals:* When a hurricane threatens, havoc sometimes results at local airports as flights are delayed and/or cancelled, and airports may temporarily close. If hurricane conditions cause you to miss a flight, and/or otherwise arrive one or more days late to your vacation home, you will receive a full refund for any such days that you were late in arriving to your vacation home.
- *Evacuation Orders:* When a hurricane threatens, our area of ocean-to-river beach homes is often among the very first areas to receive mandatory evacuation orders. In the event that the National Weather Service issues a mandatory evacuation order for our area, you will receive a full refund of any days for which you are unable to use the property resulting from the evacuation order.
- *Post-Hurricane Damage:* If the vacation home you have rented is damaged by a hurricane and is temporarily uninhabitable while repairs are performed, you will receive a full refund of any days that you are unable to use the property owing to the uninhabitable condition.

#### UNAVAILABILITY OF PROPERTY (for reasons other than Hurricanes)

In the event the Property is not available for use during the Rental Term due to reasons, events or circumstances beyond the control of Rental Agent, Rental Agent will apply due diligence and good faith efforts to locate a replacement property that equals or exceeds the Property with respect to occupancy capacity, location and value that meets the reasonable satisfaction of the Guest. If such replacement property cannot be found and made available, Rental Agent shall immediately return all payments made by the Guest, whereupon this Agreement shall be terminated and Guest and Rental Agent shall have no further obligations or liabilities in any manner pertaining to this Agreement.

#### FAMILY-ORIENTED VACATION RENTAL

Rental agent intends to rent to family groups only. A family group is defined as parents, children, grandparents, extended family members and/or their significant partners or family friends vacationing together. All non-family groups, including unmarried young adults, high school or college students and other unrelated individuals traveling in groups, are prohibited. The home is not intended by rental agent to be leased as a "party house" or for any other purposes other than those stated above.

#### NO SPECIAL EVENTS UNDER THIS AGREEMENT

Guest may not use the property for any wedding, special event or commercial event unless Guest has entered into a separate Event Contract with Rental Agent.

#### MINIMUM AGE OF PRINCIPAL RESPONSIBLE GUEST (30 years old)

The principal guest responsible for signing this Agreement must be at least twenty five (30) years of age. The guest signing this Agreement understands and represents that he/she will occupy the property during the entire rental term. Exceeding the occupancy limit, allowing undisclosed persons to occupy the property or any other misrepresentation shall result in termination of the rental without refund.

#### SPA/HOT TUB

Use of the spa/hot tub, if provided, carries risk that may result in serious injury or death, and unsupervised use by children is prohibited. Elderly persons, pregnant women, infants and young children, and anyone subject to heart disease, diabetes, low or high blood pressure, strokes, epilepsy or similar afflictions should not enter a spa alone and without first consulting their physician. Never use the spa while under the influence of drugs or alcohol. If you are taking medication of any kind, or being treated for any illness, consult your physician prior to use of the spa. The spa should be kept at a temperature less than 104° for personal safety. Supervise children at all times to decrease risk of injury or drowning. Before anyone uses the hot tub, Guest agrees to test safety of water by checking temperature and chemistry, using the test kit provided under the steps used to board and enter the spa. If the bromine or pH level are not within an acceptable range, directions and chemicals are also under these steps. Spa must be shocked frequently to prevent bacterial growth and possibility of contracting communicable skin disorders, and bathers should shower immediately after use, using the outdoor showers provided for your convenience just a few steps away from the spa.

#### DOCK, BEACHES, OCEAN AND RIVER

WARNING: Guest acknowledges that the use of paddleboards, kayaks and any and all water toys carries risk that may result in serious injury or death. Unsupervised use by children is prohibited. All persons must wear life vests when in, on or around the dock, beaches, river or ocean. (Complimentary life vests are provided for your safety. You must use them while swimming or while otherwise near the water). Never use kayaks, paddleboards or any water toys while under the influence of drugs or alcohol, or if you are taking medications of any kind, or being treated for any illness. Supervise children at all times to decrease risk of injury, death or drowning.

#### DECKS, BALCONIES & RAILINGS

WARNING: ONLY ADULTS MAY USE BALCONY AREAS. GUEST AGREES TO PREVENT ALL MINORS FROM USING SUCH AREAS. Guest acknowledges that use of the decks, balconies & railings carries risk that may result in serious injury or death from falling and that deck, balconies and outside railings are unsuitable for children. Sitting on railings is prohibited. No persons who are under the influence of drugs or alcohol are permitted to use the decks, balconies or railings. Tenant agrees to supervise children at all times to decrease risk of injury or death from falling or other accident.

#### NOTIFICATION TO RENTAL AGENT OF UNSAFE CONDITIONS

Guest agrees and warrants that if, at any time, guest observes or is made aware of any potentially unsafe conditions or if he/she feels that anything is unsafe, he/she and all guests will immediately advise Rental Agent and will leave the area thought to be unsafe. Guest therefore WAIVES, DISCHARGES AND COVENANTS NOT TO SUE Rental Agent, its members, managers, agents, contractors or employees, for any and all loss or damage, and any claim or demand for illness, personal injury, DEATH, and/or property damage whether caused by negligence of Rental Agent, natural conditions or otherwise. Guest hereby AGREES TO INDEMNIFY, SAVE AND HOLD HARMLESS Rental Agent from any loss, liability, damage or cost that Rental Agent may incur due to Guest's use or occupancy of the Property, whether caused by the negligence of Rental Agent, natural conditions or otherwise.

GUEST hereby ASSUMES FULL RESPONSIBILITY FOR RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of the releasees or otherwise while in or upon area. THE UNDERSIGNED hereby certifies that he/she and guests (they) have adequate insurance to cover any injury, illness or damage that may be caused or suffered while in or upon area, or else agrees to bear the costs of such damage or injury. The undersigned further represents that he/she/they have no medical conditions which would interfere with use of the property, dock and surrounding recreational implements and facilities, or otherwise assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition and expressly acknowledges such physical activities are dangerous and involve the risk of serious injury and/or death and/or property damage.

#### BREADTH & INCLUSIVENESS OF AGREEMENT

The undersigned further expressly agrees that the foregoing release, waiver and indemnity agreement is intended to be as broad and inclusive as is permitted by law and that if any provision is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

#### AGREEMENT TO ARBITRATION

This Agreement shall be construed and governed by the laws of the State of Florida. The parties agree that venue for any dispute, controversy or claim arising out of or related to this Agreement or the interpretation of this Agreement shall be settled by arbitration in accordance to the rules of the American Arbitration Association. The place of arbitration shall be Palm Beach Gardens, Florida.

#### CONSTRUCTION

This Agreement constitutes the entire agreement between the parties. No other oral or written agreements, representations, or understandings have been made by either party. Any change, deletion, modification, or cancellation of this agreement must be in writing and signed by the parties. If any provision of this Agreement is held to be unenforceable or in violation of law, the remaining provisions shall continue in full force and effect. If Owner waives a breach or noncompliance by Guest, such waiver shall not constitute a waiver of any subsequent breach or noncompliance, and all other terms shall continue in full force and effect.

#### ADDITIONAL TERMS TO THE VACATION RENTAL AGREEMENT

In addition to the standard terms included herein, Guest acknowledges and agrees that the following additional terms and conditions apply to the Guest's rental of the Property:

#### GENERAL PROVISIONS

This Agreement contains the entire agreement between the parties with regard to the rental of the Property, and any changes, amendments or modifications hereof shall be void unless the same are in writing and signed by both the Guest and the Rental Agent. This Agreement shall be governed by the laws of the State of Florida. The words "Rental Agent" and "Guest" shall include their respective heirs, successors, representatives. Any notice required to be given under this Agreement shall be in writing and sent to the contact information included herein. This Agreement may be signed in one or more counterparts, each of which is an original, but taken together constitute one in the same instrument.

#### DIGITAL SIGNATURE

Execution of a digital signature shall be deemed a valid signature.

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### **WAIVER AND RELEASE OF ALL CLAIMS AND ASSUMPTION OF RISK RELATING TO WATER RECREATION (INCLUDING SWIMMING) IN BOTH NATURAL BODIES OF WATER AND SWIMMING POOLS/HOT TUBS)**

Please read this form carefully and be aware that in utilizing the water-recreation/swimming amenities available at your vacation-rental with Beach Houses in Paradise, you will be expressly assuming the risk and legal liability and waiving and releasing all claims for injuries, damages or loss which you, your family members, or your guests might sustain as a result of utilizing any and all amenities connected with and associated with your vacation rental home.

I agree to familiarize myself, my family members, and my guests with the rules of the vacation rental, and agree to abide by them. I understand that Beach Houses in Paradise, its officials, directors, agents,

employees, volunteers and representatives retain the right to suspend or expel users from the water-recreation/swimming amenities for failure to comply with the rules.

### **DISCLAIMER CLAUSE**

Beach Houses in Paradise, its officials, directors, agents, employees, volunteers and representatives (hereafter referred to as the "BHIP") are not responsible for any injury, loss or damage of any kind sustained by any person while utilizing the BHIP's swimming amenities, including injury, loss or damage which might be caused by the negligence by BHIP.

**WARNING! THERE ARE OBVIOUS KNOWN DANGERS INHERENT IN SWIMMING & BATHING ACTIVITIES. FOR EXAMPLE: NEAR DROWNING, AND IN SOME CASES, DEATH.**

### **DESCRIPTION OF WATER-RECREATION/SWIMMING AMENITIES**

The vacation-rental home features numerous opportunities for swimming and related water sports, including but not limited to, one or more of the following amenities: Activities in natural bodies of water, such as the ocean (Ocean frontage on the Atlantic Ocean), river (frontage on the Indian River), a dock, a hot tub/spa, and/or a swimming pool. The vacation-rental home also includes complimentary accessories related to swimming and watersports, such as safety vests, rescue equipment, snorkeling gear, kayaks, canoes, paddleboards and other related recreational accessories.

### **DESCRIPTION OF RISKS**

I recognize and acknowledge that there are certain dangers and risks of physical injury while swimming, bathing and otherwise engaging in water sports and water recreation, in both natural bodies of water (ocean and/or river), as well as man-made bodies of water (hot tubs and/or swimming pools). I also understand that there are certain dangers and risks present within the vicinity of the water-recreation/swimming facilities, even if I am not actually swimming. (for example, tripping and falling into the water). I also understand that in order to be allowed to use the water-recreation/swimming facilities, I must give up my rights to hold BHIP liable for any injury or damage which I, my family members, or my guests may suffer while utilizing the swimming amenities. I voluntarily agree to assume the full risk of any and all injuries, damages or loss, regardless of severity, that I, my family members, or my guests may sustain as a result of using the water-recreation/swimming amenities. I further agree to waive and relinquish all claims I, my family members, or my guests may have as a result of using the swimming amenities against BHIP.

### **INDEMNIFICATION AND RELEASE OF LIABILITY**

In return for BHIP allowing me to voluntarily utilize its swimming amenities, I agree:

1. TO ASSUME AND ACCEPT ALL RISKS arising out of, associated with or related to my use of the water-recreation/swimming amenities, even though such risks may have been caused by the negligence of BHIP;
2. TO BE SOLELY RESPONSIBLE FOR ANY INJURY, LOSS OR DAMAGE which I, my family members, or my guests may sustain while using the water-recreation/swimming amenities, even though such injury, loss or damage may have been caused by the negligence of BHIP;
3. TO INDEMNIFY AND HOLD HARMLESS BHIP, its officials, directors, agents, employees, volunteers and representatives from any and all claims, demands, actions and costs which might arise out of my use of BHIP's water-recreation/swimming

amenities, even though such claims, demands, actions and costs may have been caused by the negligence of BHIP.

I understand and agree that this Agreement will have the effect of releasing, discharging, waiving, and forever relinquishing any and all actions or causes of action that I may have or have had, whether past, present or future, whether known or unknown, and whether anticipated or unanticipated by me, arising out of my use of the swimming amenities. This Release constitutes a complete release, discharge and waiver of any and all actions or causes of action against BHIP.

I understand and agree that this Agreement applies to personal injury, property damage, or wrongful death which I, my family members, or my guests may suffer, even if caused by the negligent acts or omissions of others.

I understand and agree that by signing this Agreement, I am assuming full responsibility for any and all risk of death or personal injury or property damage suffered by me, my family members, or my guests while utilizing the swimming amenities.

I understand and agree that this Agreement will be binding on me, my spouse, my heirs, my personal representatives, my assigns, my children and any guardian ad litem for said children.

I understand and agree that by signing this Agreement, I am agreeing to release, indemnify and hold BHIP harmless from any and all liability or costs, including attorneys fees, associated with or arising from my use of the water-recreation/swimming amenities.

I do hereby fully release and forever discharge BHIP from any and all claims for injuries, damages, or loss that I, my family members, or my guests may have or which may accrue to me or my minor child/ward and arising out of, connected with, or in any way associated with the water-recreation/swimming amenities.

#### **ACKNOWLEDGEMENT**

I acknowledge that I have read this Agreement and that I understand the words and language in it. I have been advised of the potential dangers incidental to utilizing the swimming amenities.

Knowing this and in consideration of being permitted to use the swimming amenities, I hereby voluntarily release BHIP from any and all liability resulting from or arising out of my use of the water-recreation/swimming amenities.

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### **WAIVER AND RELEASE OF ALL CLAIMS AND ASSUMPTION OF RISK RELATING TO EXERCISE EQUIPMENT AND RELATED FACILITIES**

Please read this form carefully and be aware that in utilizing the exercise equipment available at your vacation-rental with Beach Houses in Paradise, you will be expressly assuming the risk and legal liability and waiving and releasing all claims for injuries, damages or loss which you, your family members, or your guests might sustain as a result of utilizing any and all amenities connected with and associated with your vacation rental home.

I agree to familiarize myself, my family members, and my guests with the rules of the vacation rental, and agree to abide by them. I understand that Beach Houses in Paradise, its officials, directors, agents, employees, volunteers and representatives retain the right to suspend or expel users from the exercise facilities for failure to comply with the rules.

## **DISCLAIMER CLAUSE**

Beach Houses in Paradise, its officials, directors, agents, employees, volunteers and representatives (hereafter referred to as the "BHIP") are not responsible for any injury, loss or damage of any kind sustained by any person while utilizing the BHIP's exercise facilities, including injury, loss or damage which might be caused by the negligence by BHIP.

**WARNING! THERE ARE OBVIOUS KNOWN DANGERS INHERENT IN USING EXERCISE EQUIPMENT AND RELATED FACILITIES, FOR EXAMPLE: STRAINS, TEARS, TISSUE DAMAGE, BACK PAIN, SHOULDER PAIN, ARM PAIN, LEG PAIN, BROKEN BONES,, AND IN SOME CASES, DEATH.**

## **DESCRIPTION OF EXERCISE FACILITIES**

The vacation-rental home features numerous exercise facilities, including but not limited to, one or more of the following facilities: Treadmill, exercise bicycle, weights and weightlifting, dumbbells, yoga mats, and more.

## **DESCRIPTION OF RISKS**

I recognize and acknowledge that there are certain dangers and risks of physical injury while using the exercise facilities! also understand that in order to be allowed to use the exercise facilities, I must give up my rights to hold BHIP liable for any injury or damage which I, my family members, or my guests may suffer while utilizing the exercise facilities. I voluntarily agree to assume the full risk of any and all injuries, damages or loss, regardless of severity, that I, my family members, or my guests may sustain as a result of using the exercise facilities. I further agree to waive and relinquish all claims I, my family members, or my guests may have as a result of using the exercise facilities against BHIP.

## **INDEMNIFICATION AND RELEASE OF LIABILITY**

In return for BHIP allowing me to voluntarily utilize its exercise facilities, I agree:

1. TO ASSUME AND ACCEPT ALL RISKS arising out of, associated with or related to my use of the exercise facilities, even if such risks may have been caused by the negligence of BHIP;
2. TO BE SOLELY RESPONSIBLE FOR ANY INJURY, LOSS OR DAMAGE which I, my family members, or my guests may sustain while using the exercise facilities, even if such injury, loss or damage may have been caused by the negligence of BHIP;
3. TO INDEMNIFY AND HOLD HARMLESS BHIP, its officials, directors, agents, employees, volunteers and representatives from any and all claims, demands, actions and costs which might arise out of my use of BHIP's exercise facilities, even though such claims, demands, actions and costs may have been caused by the negligence of BHIP.

I understand and agree that this Agreement will have the effect of releasing, discharging, waiving, and forever relinquishing any and all actions or causes of action that I may have or have had, whether past, present or future, whether known or unknown, and whether anticipated or unanticipated by me, arising out of my use of the exercise facilities. This Release constitutes a complete release, discharge and waiver of any and all actions or causes of action against BHIP.

I understand and agree that this Agreement applies to personal injury, property damage, or wrongful death which I, my family members, or my guests may suffer, even if caused by the negligent acts or omissions of others.

I understand and agree that by signing this Agreement, I am assuming full responsibility for any and all risk of death or personal injury or property damage suffered by me, my family members, or my guests while utilizing exercise facilities.

I understand and agree that this Agreement will be binding on me, my spouse, my heirs, my personal representatives, my assigns, my children and any guardian ad litem for said children.

I understand and agree that by signing this Agreement, I am agreeing to release, indemnify and hold BHIP harmless from any and all liability or costs, including attorneys fees, associated with or arising from my use of the exercise facilities.

I do hereby fully release and forever discharge BHIP from any and all claims for injuries, damages, or loss that I, my family members, or my guests may have or which may accrue to me or my minor child/ward and arising out of, connected with, or in any way associated with the exercise facilities.

### **ACKNOWLEDGEMENT**

I acknowledge that I have read this Agreement and that I understand the words and language in it. I have been advised of the potential dangers incidental to utilizing the exercise facilities.

Knowing this and in consideration of being permitted to use the exercise facilities, I hereby voluntarily release BHIP from any and all liability resulting from or arising out of my use of the exercise facilities.

I understand and agree that I am releasing not only BHIP, but also the officials, directors, agents, employees, volunteers and representatives of that entity.

I have read and fully understand the above important information, warning of risk, assumption of risk and waiver and release of all claims.

I UNDERSTAND THAT THIS IS A LEGAL AGREEMENT. It is binding upon myself as well as upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity. I HAVE READ AND UNDERSTOOD ALL THE TERMS OF THIS AGREEMENT, and by signing this agreement voluntarily I am agreeing to abide by these terms.