Please review the following Transient Rental Terms and fill in the necessary details provided below. Remember to submit your agreement by clicking the "Submit Online Terms of Rental Now" button within 72 hours of booking. Once submitted, we will confirm your requested dates.

The individual booking, making the payment, presenting the government-issued ID, and residing in the accommodation is designated as the party leader. Moreover, the party leader is accountable for ensuring that all registered guests comply with the Rental Terms. All individuals staying in the accommodation are collectively referred to as guests in this agreement. The party leader must be 25 years old or above, except when the party leader is an active military member with a valid military ID (Florida Statute 509.095).

- The party leader and the owner both confirm the rental period to commence and conclude as per the specified dates and times in the rental agreement provided below. A transient rental refers to any unit used for sleeping, lodging, or similar purposes for a period of 30 consecutive days or less in return for a fee or equivalent consideration. I acknowledge that I am a transient guest.
- **Only the people listed in this booking contract are allowed on the property at any time.** *The* ***home's occupancy limit of 8 individuals****, which includes children and infants, is enforced at all times in compliance with county regulations. In the event of surpassing this limit, we maintain the right to engage the Sheriff for the eviction of all guests without a refund and/or withhold the complete damage deposit to cover our costs.*
- *Before your arrival, the property owner must register the names and ages of all members of the traveling party to the resort, including those under 18.*
- *Each registered vehicle entering the resort needs to get an entry card for a non-refundable fee of $20 per car, which is distinct from the rental property and supports the resort.*
- *The fee for one vehicle is already covered in your booking cost.* ***Any extra cars must be registered with the owner before you arrive. Guests cannot register their own vehichles at the clubhouse.***
- *Entry cards are linked to the vehicle's plate number and cannot be transferred to another vehicle.*
- *A maximum of 4 vehicles is allowed.*
- ***Before any additional registered vehicles can pass through security, the Party Leader of this rental must arrive and sign in with security. An ID is required for entry.***
- I**f you are planning any daytime visitors, the owner must be notified of the days, times, and names of the visitors in advance.** Day visitors are part of the occupancy count. Property owners are required to register daytime visitors, indicating the visit date and time for resort access. **Guests are not allowed to register their own day visitors at the clubhouse.**

HOUSE RULES

- No parties or events can be held in the home at any time. Refer to the occupancy limits above.
- **Check-in** is scheduled after 4 p.m. Any unauthorized early arrivals will incur a fee of $75. This includes using any external home facilities, such as the pool.
- **CHECK-OUT TIME IS BEFORE 10 AM.** Unauthorized late check-outs (anything after 10:05 AM) will result in a $75 fee deducted from your security deposit. Refer to the Home Guide for the check-out procedure details.
- Air Conditioning
  - The party leader agrees not to set the air conditioning below 73°F or the heat above 73°F.
  - It is understood that running the AC below 73°F or when the outside temperature is below 65°F may freeze up the unit and cause permanent damage. The party leader will promptly inform the owner if the AC freezes and will cover any additional charges for repairs. The home is equipped with a thermostat that tracks all temperature adjustments.
  - **Please DO NOT leave doors, slider doors, or windows open while the system is running. The AC Unit will shut off.**
  - **There is a minimum $90 call-out charge to restore the AC unit to operation.**
- Electric Vehicle Charging
  - Guests are not permitted to charge electric or hybrid vehicles from the property's electrical supply. The resort has two EV chargers available. See the Home Guide for more information.
- Children under 18 years of age
  - Guests must ensure that children are supervised at all times. It is the owner's policy that no child under 18 years old is left unsupervised in the rental accommodation during the rental period.

- Open Flames
  - The use of open flames, including candles, outdoor fire pits, or any flammable apparatus, is strictly prohibited in the home and on the lanai.
- Pool
  - Parents are responsible for supervising their children at all times to ensure their safety.
  - **Children must have constant supervision in the pool area.**
  - According to Florida state law, a retractable safety fence is mandatory. Make sure to use the fence when the pool is unattended.
  - Each entry point from the house to the pool is fitted with an alarm. Please keep these alarms activated as they are crucial for child safety.
  - **Never use coins or metal objects in the pool. Such items can cause permanent damage to the pool surface.**
  - Additional electric pool heating is available for $40.00 per night and is recommended for November - April. The heater is activated on the day of guest arrival. Refer to The Home Guide for more details.
- Pets/Service Dogs/ESA
  - Pets are not allowed on the premises at any time. A fee of $500 will be charged to guests who bring pets to cover extra cleaning costs.
  - In compliance with federal law, our accommodation welcomes Service Animals.
    - A service animal is distinguished from a pet or emotional support animal (ESA).
    - The Service Animal must meet ADA requirements.
    - Please inform us during booking if you are bringing your ADA-compliant animal. The handler must be a registered guest as per our Terms of Rental.
    - You must correctly answer two questions during booking: "Is the animal a service animal needed due to a disability?" and "What tasks has the animal been trained to perform?" A separate policy based on ADA guidelines will be provided for your acknowledgment.
- Smoking/Vaping
  - **Smoking/Vaping is not allowed inside the property or on the premises, including all outdoor areas.** Smoking/Vaping should take place at the street curb.
  - Guests found smoking/vaping inside or near the property, including the front stoop and lanai, will incur a $500 cleaning and deodorizing fee.
- Household Appliances and Equipment
  - Stoves and refrigerators on the property are personal belongings and cannot be taken off-site. Bringing in extra appliances like fridges or freezers from other places or rental companies is not allowed.
  - Use of materials such as nails, tape, or glue that attach to property (walls, cabinets, floors, furniture) is prohibited and may incur repair and cleaning costs.
  - Use of the baby equipment is done at the guest's sole responsibility. Before use, check each item thoroughly as they are not cleaned by our housekeeping team. Remember to clean them after every use.
- This is a self-catering accommodation, so guests are responsible for their toiletries and food. We offer a starter supply of toilet paper and hand soap.
- A damage deposit is required for each booking to cover damages during the stay. Please refer to your booking for details.
- Cancellations are non-refundable, but we recommend guests consider trip cancellation insurance.
- In the event of a hurricane warning issued for Osceola County around the guest's arrival, a rain check can be chosen without penalty. Rescheduling is subject to availability and any rate differences.

Resort Rules

- *Quiet hours are observed from 11:00 pm to 7 am.*
- *Driveway parking is restricted to 2 vehicles.*
- *During odd-numbered months, street parking should be on the odd-numbered side of the road, and during even-numbered months, it should be on the even-numbered side. Failure to comply may lead to the resort security towing your vehicle.*
- *Vehicles are not allowed to park on the lawn at any time, and using neighbors' driveways for parking is prohibited.*
- *RVs, campers, buses, boats, or trailers are not permitted to park on the property. Arrangements for storing these vehicles can be made with an external storage facility.*
- *Trash management guidelines are provided in the home. Use only the designated bins for the home, and any additional trash should be taken to the trash compactor. Failure to follow these guidelines may result in a fine imposed by the HOA, which guests are responsible for paying. The Emerald Island Resort staff monitors the trash daily.*

FLORIDA LAW AND STATUTES/ CRIMINAL ACTIVITY

- Both the resort and the home are equipped with an outdoor security surveillance system that captures and transmits video, audio, or still images.
- The group leader and all visitors must refrain from participating in any unlawful activities at the residence. This includes but is not limited to, the illegal possession or distribution of controlled substances as outlined in chapter 893, being intoxicated, using profane language, engaging in lewd behavior, or causing disturbances that disrupt the peace and well-being of other guests or tarnish the reputation of the establishment.
- Such behavior will lead to immediate removal from the property by the Osceola County Sheriff's Department in conjunction with the homeowner, management company, and resort officials.
- As of January 2021, all staff and owners have been trained to recognize human trafficking and are obligated to report any suspicious activities to the sheriff.
- Florida Statue 509.151 states:
    - Any person who obtains food, lodging, or other accommodations having a value of less than $300 at any public food service establishment, or at any transient establishment, with intent to defraud the operator thereof, is guilty of a misdemeanor of the second-degree, punishable as provided in s. 775.082 or s. 775.083; if such food, lodging, or other accommodations have a value of $300 or more, such person is guilty of a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.
- The party leader and all guests agree to indemnify and protect the Homeowner (or designated agent) from any claims, including those from third parties, linked to the guest(s) use of the premises and amenities.
- The owner is not liable for acts of violence, natural disasters, fire, flood, war, civil disobedience, riot, or other force majeure events that may negatively impact the guest.
- The owner agrees to a service level for the remedy of any problems found at the property, either on the arrival of the guest or during the rental period.
- The owner agrees to provide a maximum 24-hour response to remedy problems that, at the sole discretion of the owner, constitute emergencies, which would affect the safety of the guest.
- Any problems arising during the rental period at the property that do not constitute an emergency as determined by the owner will be remedied during or after the rental period, based on the severity of the problem, at the sole discretion of the management company.
- The owner makes all reasonable efforts to maintain each property and its equipment in good working order. Wherever commercially possible, repairs are performed within 24 hours, but sometimes delays are inevitable. No refunds are granted for malfunctioning mechanical or electrical equipment including (but not limited to): inoperable appliances, air-conditioning units, pools, and/or spas.
- No refunds will be given for unfavorable weather, early departure, utility service interruption, construction, or maintenance issues. Additionally, there are no refunds for faulty recording or playback equipment, TVs, audio, telecoms, cable reception, computer equipment, or internet access. The owner does not accept liability for equipment failure and or services on the property. In the event of failure of equipment, the guest must notify the owner within 1 working day such that the owner may elect to affect a remedy to the failure.
- The owner does not accept liability for the lost or stolen personal property of the guest during the rental period (FL Statute 509.111). If the property of the guest is lost or stolen, the guest should advise the appropriate authority first, and then the owner of the lost or stolen items.
- The owner or its representatives may enter the property at any time, without notice, for the purposes of protection and/or maintenance of the property. Wherever possible, the owner will provide notice to the guest prior to such entrance.
- The owner accepts no liability for personal loss or injury to the guest during the rental period.
- The guests must ensure that they have adequate insurance coverage.
- The owner does not accept any liability for the acts or omissions of any agent. These include but are not limited to, airlines, car hire companies, travel agents, ticket agents, homeowners, or utility providers.