



**Oversee Rentals LLC
Rental Agreement and Rules of Occupancy**

AGREEMENT: Oversee Rentals LLC d/b/a Oversee, the Manager, and Guest agree to the following:

RENTAL RULES AND REGULATIONS

CHECK-IN/OUT: Check-in time is 4 PM CST and check-out is 10 AM CST. Maximum effort will be given to get the Property ready for a 4 PM entry. Refunds will not be given for late arrivals or early departures. Late check-outs will be charged a \$75 fee when occurring after 10:00 AM, unless other arrangements have been made with Manager prior to arrival.

ADVANCED RENT DEPOSIT: Payment is due when placing your reservation. The payment is equal to 50 percent of the total rent plus travel insurance, if chosen. The balance is due 60 days prior to check-in. Payment may be made by cash, check, money order, cashier's check, Visa/MasterCard/Discover or Amex. Any Guest choosing to pay with a Visa/MasterCard/Discover will be charged a convenience fee of 2-3.5%, depending on the property. **Any Guest choosing to pay with an Amex will be charged an Amex convenience fee of .5-1.4% (depending on the property) on top of the original convenience fee at the time of the booking confirmation.** Should a guest decide to send a check for payment, it will be due within 10 days of confirmation phone call. If it is not received within that time frame, the credit card on file will be charged. If the reservation is made within 60 days, and the guest is paying by check, we allow three business days to receive payment prior to cancelling the booking. Please refer to the vacation correspondence for exact dates and amounts. Prepaid rent will be deposited into an interest bearing escrow account. Interest earned will be retained by Manager. The final payment will be automatically charged sixty (60) days prior to your arrival using the same card used to make the booking deposit, if reserved by credit card. The total rent, fees, booking deposits, taxes and all other fees associated with booking your vacation are referred to herein as, "Total Rental Fee(s)."

TRAVEL INSURANCE: Travel insurance is available through CSA Travel Protection. In case of certain unforeseen events, this insurance may help protect your vacation investment. It is automatically calculated and added to your rental rate upon booking. The plan is optional, and the service can be declined if you so choose. For details about the coverage please visit www.vacationrentalinsurance.com/330CERT or call CSA at 866-999-4018. Travel insurance policies sold to residents of IA, HI, NY, and OH are excluded and the travel insurance premium if purchased will be refunded.

CANCELLATIONS: Reservations may be cancelled or shortened by notifying the Manager at least sixty (60) calendar days prior to your Check-In date ("Cancellation Period"). In such instances, the full amount of your Reservation Deposit will be refunded. In the event of cancellations or shortened stays made after the Cancellation Period, you will be responsible for the full amount of the total booking charges. Any refunds for cancellations or shortened stays made after the Cancellation Period has expired must be obtained from CSA Travel Protection and are subject to their policies, conditions and restrictions. **If you choose to decline CSA Travel Protection, no refunds will be provided for cancellations or shortened stays made after the**

Cancellation Period, and you will be responsible for the full amount of the total booking charges.

PRIORITY CHECK-IN: The Guest can request a check-in at 1pm if the Property is participating in the Priority Check-In program for a fee of \$150. There is a limited amount of reservations that can be scheduled for Priority Check-In and they will be accepted in the order they are received. If for any reason the vacation rental is not ready for the early arrival, the Priority Check-in fee will be refunded. If the Guest is unable to arrive by the early check in time the amount will still be charged.

RENTAL ASSIGNMENTS: Manager appreciates that its accommodations offer different appointments, designs and layouts, and that reservation holders want the peace of mind that they will stay in the specific Property they selected. Accordingly, we will reserve for you the specific Property selected at the time of your reservation upon the receipt of your deposit and signed Agreement. Subject to availability for maintenance, Owner usage, or other issues that may render the accommodations unsuitable for rental, and/or subject to the Property remaining as an accommodation at the time of the stay, Guests will be placed in the specific Property set forth in their Agreement, or otherwise provided with a full refund or an opportunity to stay in an equivalently priced accommodation if available. Notwithstanding Overseer's efforts, if the specific Property reserved is unavailable for any reason, Guests will be limited to a full refund or similar accommodation at their election. In no event will Overseer be responsible for any direct or indirect costs, expenses, fees or other consequential damages resulting from the unavailability of a specific accommodation. Overseer is not responsible for errors in its website.

NO PETS: These Properties are kept pet-free. Guests violating this policy will be charged \$500, plus any additional cleaning expense and may result in immediate eviction and forfeiture of rent. If renting one of our pet-friendly homes, there is a \$200 per-pet non-refundable charge, plus any additional cleaning expense. Guests with service animals must provide the proper paperwork prior to booking.

THIS IS A NON-SMOKING PROPERTY

Please smoke only outside and dispose of all cigarette butts properly.

Guests violating this policy will be charged \$500, plus any additional cleaning expense and may result in immediate eviction and forfeiture of rent.

AGE: Above Guest is at least 25 years of age (an "adult") and will be an occupant of the Property during the entire reserved dates. In addition, other authorized occupants may be family members or friends of Guest. Use of the Property will be denied to persons not falling within the foregoing categories. Should any unauthorized persons occupy or use the Property, Guest will result in immediate eviction and forfeiture of rent and all booking charges. No access code or key will be issued to anyone who is not an adult.

PARENT-CHAPERONED GROUPS: One parent chaperone must be present for every four Guests under the age of 25. Parent chaperones must be present at the Property at all times throughout the entire stay. The security deposit of \$1000 will be charged to the credit card in advance for all parent-chaperoned groups.

SPRING BREAK: For reservations in March or April, it is required that one parent or guardian over the age of 25 is present and staying in the Property for every three Guests between the ages of 15 and 25. Proof of age is required by all Guests and all homes are subject to inspection upon Guest arrival to ensure compliance. Violations will result in immediate eviction and forfeiture of rent and all booking charges.

HOUSEKEEPING: Your vacation accommodations will be cleaned to our quality standards prior to your arrival and after your departure. You will be responsible for the cleaning of your Property during your stay and for leaving the Property in good condition at check-out. **We respectfully request that you remember that you are staying in someone's home during your vacation; please treat it with the care you would your**

own. If the Property is found abnormally dirty at check-out, additional charges will be charged to your credit card to assist in performing a deep cleaning of the Property. Your Property will have initial supplies of trash liners, toilet paper, bath soap, towels etc. All stays will be subject to a cleaning fee. Additional cleanings can be arranged during your stay for an additional fee if you prefer.

BEACH TOWELS: Please bring beach towels, as we do not permit bath towels or linens to be taken from the Property except for laundering.

MAINTENANCE: Please report any maintenance needs for the Property to the Manager, and we will respond as quickly as possible. Refunds will not be made for maintenance issues including, but not limited to, heating and air conditioning, appliances, televisions, pool filtration systems, etc.

RATES: Reservations may be booked more than a year in advance, but rates are subject to change during the year when the booking was placed.

OWNER'S SECURITY: Guests are responsible for any damage caused by themselves or their guests. If damage is caused to the Property the Guest authorizes the Manager to charge Guest's credit card on file for cost compensation to the Owner.

ENTRY: Manager or Manager's agents may enter Property in the following circumstances: in case of an emergency; to make any necessary or agreed upon repairs, alterations, or improvements; supply necessary or agreed upon services or show the Property to prospective purchasers, Guests or contractors. Manager will provide Guest with at least 12 hours notice of intent to enter except in the case of an emergency.

CONDITION: Guests are responsible for the Property, its contents, and themselves during occupancy. Guests must lock windows and doors securely when not in the Property. Rearranging the furniture or removing any items from the Property is prohibited. After Check-Out, the Manager will inspect the Property for damage, missing items, and abnormally dirty appearance. If the Manager determines that damage is present, items are missing, or the Property is abnormally dirty, the Manager will repair the damage, replace the missing items, and/or perform a deep clean of the Property at Guest's expense. Guest authorizes Manager to charge the credit card on file to reimburse the Manager for any such expenses.

HURRICANES AND SEVERE WEATHER: Guests covered by CSA Travel Protection may be entitled to a refund or partial refund, as may be offered by and through the CSA Travel Protection Agreement, in the event that the National Hurricane Center and our local governing officials issue a "Mandatory Evacuation" order for the location of your rental Property, provided that you have purchased coverage before the storm was named. Any such refunds shall be subject to the terms, conditions and restrictions of the CSA Travel Protection policy. Details about the coverage can be obtained by reviewing the certificate of insurance on their website www.vacationrentalinsurance.com/330CERT or by calling CSA at 866-999-4018. **Refunds for cancellations or shortened stays due to actual or anticipated hurricanes, tropical storms or other inclement weather will not be issued by Manager under any circumstances.**

NEARBY CONSTRUCTION: There may be construction ongoing at properties adjacent to or close by the Property being rented by Guest. The rules regarding acceptable noise levels, start and finishing times, and other restrictions relating to any such construction are governed by local ordinances and/or community specific rules and regulations beyond the control of the Manager. As such, Guest shall not be entitled to a refund relating to such construction. Notwithstanding this, the Manager will use its best efforts to ensure that the appropriate parties are notified and appropriate remedial action taken in the event that it receives notice that the construction at issue may be in violation of any such regulations or ordinances.

PRIVATE ELEVATORS: Properties with private elevators are only to be operated when an adult is present. Please adhere to the instructions on the use of the elevator that can be found near the elevator doors. Costs incurred in damaging or maintaining the elevator due to a failure to follow the instructions will be paid by the Guest.

NO SUBLETTING: The rental Property may not be sublet. Your reservation is not transferable to any other party.

OCCUPANCY: The maximum number of occupants shall not exceed the maximum number the home sleeps, not including babies in cribs.

BIKES: Bicycles are provided at some properties. The Guest is in charge of locking the bikes during their stay. Rent Gear Here (RGH), the bike company, will be provided the Guest's contact information if a bicycle is lost during their stay. The Guest agrees to RGH's lost bicycle policies.

GOLF CART AND BIKE LIABILITY: By signing the Agreement electronically or in writing, Guests who rent Properties that provide complimentary Golf Carts and/or bikes further agree to the express terms, conditions and waivers set forth in the attached Golf Cart Waiver and Damage Addendum and Bike Waiver and Damage Addendum.

KEYS: If the Property uses a key one must be returned to the lockbox and the other placed on the kitchen counter. There will be a \$25 charge per key not returned.

LAW: While visiting the state of Florida the Guest and any of their guests will obey the Florida law, as well as local law, and HOA rules. Failure to abide by the laws of the state of Florida or the rules incorporated herein, including the Pool Agreement, may cause the Guest to be asked to vacate the Property and forfeit all rents.

TO HOLD HARMLESS: Neither the Manager nor Owner assume any liability for loss, damage, or injury to persons or their personal property, nor for any inconveniences, damage, loss, or injury arising from any temporary defects or stoppage in supply of water, gas, cable service, electricity, internet service, or plumbing, as well as due to weather conditions, natural disasters, acts of God, or other reasons beyond their control.

POOL AGREEMENT: If the Property includes a pool, the Guest shall read and sign the Pool Agreement and return it with this signed Agreement. The Pool Agreement shall be incorporated by reference herein. Check here if the Property includes a pool requiring signature of the Pool Agreement.

EVENTS/PARTIES: Guest shall not host events or parties at the Property without obtaining prior approval from the Manager and payment of additional fees. This includes weddings, cocktail parties, receptions, welcoming events, family reunions, anniversaries, and milestone birthday parties. Some properties and communities do not allow events of any kind. The Event Fee is \$150 per occupant of the property's maximum marketed occupancy. **Guests violating this policy will be charged \$200 per occupant of the property's maximum marketed occupancy**, plus any additional cleaning expense and may result in immediate eviction and forfeiture of rent.

LINENS/TOWELS/SUPPLIES: Bed linens and bath towels are furnished by the Owners. Lost or damaged linens will be deducted from the Security/Damage Deposit. An initial supply of trash can liners, paper towels, dishwashing liquid, dishwasher tabs, bathroom tissue, and bath soap is provided. Any extra items needed are the responsibility of the Guest.

TELEPHONE: If provided in the home, the telephone will have a long-distance call block. All long distance charges must be charged to a calling card, collect or third party.

SALE: In the event that the Property, is on the market for sale, we may find it necessary to show the Property during your stay. We will make every effort to schedule the showing at a convenient time so as not to interrupt your vacation.

PERSONAL ITEMS LEFT BEHIND: Overseer is not responsible for lost or misplaced items. However, if notified and/or found within a reasonable time, we will be happy to ship them via UPS Ground Delivery for a \$25 fee (unless postage and handling is more). All unclaimed personal items are donated to charity.

SIGHT UNSEEN: Our vacation rental homes are individually owned and furnished. We will not give refunds or adjustments if the Property does not meet your preferences or expectations. We manage clean properties furnished to the Owner's taste. No two properties are the same. Inventories and furnishings are subject to change without notice.

HEADINGS: Any headings used in this Agreement are for convenience of reference only and shall not be construed to alter or affect the meaning of any of the provisions. All references to the singular shall include the plural, and vice versa. The parties agree that this Agreement is the result of negotiation by the parties, each of whom has had the opportunity to consult with and be represented by counsel, and thus, this Agreement shall not be construed against either party because of authorship.

ADDITIONAL TERMS AND CONDITIONS: The undersigned Guest, for himself/herself, his/her heirs, assignors, executors, and administrators, fully releases and discharges Manager and Owner from any and all liabilities, claims, demands and causes of action by reason of any injury, loss, or damage by whatever nature which has or have occurred, or may occur to the undersigned, or any of his/her guests as a result, or in connection with the occupancy of the Property and agrees to hold Manager and Owner free and harmless of any claim or suit arising therefrom. In any action concerning the rights, duties, or liabilities of the parties to this agreement, the principals, agents, successors or assignees of the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, through all appeals. This Agreement shall be governed by and construed and enforced in accordance with the laws of the state of Florida. Manager reserves the right to terminate this Agreement upon their discretion at any time. Legible fax copies and photocopies of documents signed by either party are deemed to be equivalent to originals.

BINDING NATURE OF AGREEMENT: All of the terms, covenants, and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns.

FALSE PRETENSES: Making a reservation under false pretenses is subject to immediate eviction and forfeiture of rent, all booking fees, plus all security deposit monies, and potentially additional charges for damages incurred.

CREDIT CARD DISPUTE: If a charge from a credit card on file for the reservation is disputed and the Guest loses the dispute, the Guest will be charged an additional \$100.

REFUNDS: Refunds of the Advance Rent Deposit and/or the Total Rental Fee will not be given for any reason within 60 days (or 90 days for some homes) of arrival date. Reimbursement of monies paid may be available through CSA. To learn more, please visit www.overseerentals.com/travelinsurance.html.

Please click this link; www.vacationrentalinsurance.com/330CERT to obtain your travel insurance policy or description of coverage for your Covered Trip if you have paid for or authorized payment for the travel insurance. The travel protection, if purchased, provides reimbursement for unused, nonrefundable payments if your trip must be canceled. Covered reasons include: mandatory hurricane evacuations; sickness, injury or death; extension of school year; armed service revocation; involuntary termination of employment or other

specific reasons listed in the policy/Description of Coverage. Underwritten by Generali US Branch, A Stock Company. For coverage inquiries or customer service call 866-999-4018.

MAILING ADDRESS: If Guest accepts this agreement online during the booking process no signed agreement needs to be mailed. If not online, this completed and signed agreement should be mailed to:

Oversee Rentals LLC.
1231 County Road 283 S
Santa Rosa Beach FL, 32459

Please remember that you are renting someone's home. Please treat it with the same respect you would like shown to your own home.

Guest

Date

Golf Cart and Low-Speed Vehicle (LSV) Liability Waiver

The following terms apply to the use of any complimentary golf carts and LSVs provided by the Property Owners at any one of Oversee's properties. (These terms do not apply to golf carts and LSVs rented directly by or on behalf of Guests through a third-party rental agency. The terms, rules and restrictions of any such rentals shall be governed exclusively by the terms of the agreement entered into between the Guest and the third-party rental agency.)

The person responsible for renting through Oversee (who executes this Agreement via their electronic signature, or in writing) (hereinafter "Operator") assumes complete liability for the care of and use of the golf cart and/or LSV during their stay, and assumes full liability and responsibility for ensuring adherence to the rules and safety information provided herein.

Operator acknowledges that various neighborhoods within the Manager's rental program have specific rules and regulations pertaining to the use of golf carts and LSVs within their community. These rules and regulations vary by community and are strictly enforced in many respects, and they provide for fines and penalties that may include, but are not limited to, monetary fines against the Owner of the Property and/or the impounding of the golf cart or LSV by the respective Homeowners Association. Accordingly, operator agrees to comply with all community-based rules and regulations specific to the rental Property.

Operator authorizes Oversee to charge the damage deposit credit card or checking account on file for any damages, costs or liability resulting from or arising out of the use of the golf cart or LSV in violation of this Agreement or rules and regulations of the applicable Homeowners Association.

Operator expressly acknowledges and agrees that operating a golf cart or LSV involves the risk of serious bodily injury or death, and/or Property damage and hereby assumes such risk knowingly and voluntarily.

Operator expressly acknowledges that he/she and any additional operators permitted to use the golf cart and/or LSV are licensed drivers, over the age of 21, and that they are familiar with the safe operation of golf carts and LSVs and are certain of their own ability to operate a golf cart and LSV safely. Because many of the local communities have a no tolerance policy for the operation of golf carts and LSVs by persons under 21, which may result in the homeowner's loss of use of the golf cart, Oversee has adopted a similar no tolerance policy. If a person under 21 is found to have operated the Golf Cart provided, Operator will be fined \$700.00 on

the credit card or account provided.

In consideration of being permitted to operate and ride on the golf cart being provided, Operator does for themselves, their guests, their heirs, executors, administrators and assigns, hereby release and forever discharge, indemnify and hold harmless Overseer and Overseer's owners, agents, employees and assigns, as well as the Owners of the rental Property and their assigns, from any and every claim, demand, action or right or action of whatever kind or nature, either in law or in equity, arising from or by reason of any bodily injury or personal injuries, known or unknown, death or property damage resulting, or to result, from any accident that may occur and any activities in the operation of the golf cart or LSV whether by negligence or otherwise that result in injury or damage.

No one is permitted to operate or drive the golf cart or LSV unless they are at least 21 years old and possess a valid driver's license, and are operating the golf cart or LSV with the express permission of Operator, who hereby indemnifies and hold harmless Overseer, its owners, agents, employees and assigns, as well as the Owners of the rental Property and their assigns, from and against any claims or suits made or filed by said authorized driver or their passengers (including, but not limited to, reasonable attorneys' fees and costs of suit).

Golf carts and LSVs are only allowed to be driven on the street within the property's subdivision and shall not exit the subdivision at any time for any reason. While LSVs are street legal, they shall not be operated outside a 5 mile radius of the subdivision.

Rules of the road apply when golf carts or LSVs are being driven through the subdivision. Operator will obey all local, state and federal regulations regarding the operation of this equipment on public traffic ways, parking lots, and in public areas.

Golf carts may be driven at night only if they are equipped with proper headlights and taillights.

Operator agrees to properly secure the golf cart and/or LSV at all times to avoid theft, damage or unauthorized use.

Operator agrees that the golf cart and/or LSV will only be left at his/her rental Property overnight and not at any other locations.

With your electronic or written signature to this Agreement, you agree that you have read, understand, and agree to this Golf Cart and Low-Speed Vehicle (LSV) Liability Waiver. You are also stating that you, your family, your guests, or anyone that utilizes the golf cart and/or LSV from your reserved rental Property has read, understands, and agrees to this Golf Cart and Low-Speed Vehicle (LSV) Liability Waiver and holds both Overseer and the Owner of the rental Property you are staying in completely harmless and free of any and all liability that may arise from use of the golf cart or LSV as provided above.

MAILING ADDRESS: If Guest accepts this agreement online during the booking process no signed agreement needs to be mailed. If not online, this completed and signed agreement should be mailed to:

Oversee Rentals LLC.
1231 County Road 283 S
Santa Rosa Beach FL, 32459

Please remember that you are renting someone's home. Please treat it with the same respect you would like shown to your own home.

Guest

Date

Bike Liability Waiver

The following terms apply to the use of any complimentary bicycles and related biking equipment provided at one of Oversee's rental properties:

The person responsible for renting through Oversee (who executes this Agreement via their electronic signature or in writing) (hereinafter "Operator") assumes complete liability for the care of and use of any complimentary bicycles provided during their stay, and assumes full liability and responsibility for ensuring adherence to the rules and safety information provided herein.

Operator expressly acknowledges and agrees that operating a bicycle involves the risk of serious bodily injury or death, and/or property damage and hereby assumes such risk knowingly and voluntarily.

In consideration of being permitted to ride the bicycles provided, Operator does for themselves, their guests, their heirs, executors, administrators and assigns, hereby release and forever discharge Oversee and Oversee's owners, agents, employees and assigns, as well as the Owners of the rental Property and their assigns, from any and every claim, demand, action or right or action of whatever kind or nature, either in law or in equity, arising from or by reason of any bodily injury or personal injuries, known or unknown, death or property damage resulting, or to result, from any accident that may occur and any activities in the operation of the bicycles whether by negligence or otherwise that result in injury or damage.

Operator also hereby indemnifies and holds harmless Oversee, its owners, agents, employees and assigns, as well as the Owners of the rental Property and their assigns, from and against any claims or suits made or filed by anyone who rides the bicycles provided to Operator through this Agreement (including, but not limited to, reasonable attorneys' fees and costs of suit).

Rules of the road apply when bicycles are being ridden. Guests will obey all local, state and federal regulations regarding the operation of this equipment on public traffic ways, parking lots, and in public areas, including but not limited to:

If bicycles are at the property, they will be adult bicycles and are only meant for riders 16 and older. If you need a helmet, please call Oversee's bicycle provider Rent Gear Here at 850-213-0003.

Children under 4 years of age, or who weigh 40 pounds or less, must be in a seat or carrier that is designed to carry a child of that age or size and that secures and protects the child from the moving parts of the bicycle.

1. A bicycle rider may not allow a passenger to remain in a child seat or carrier on a bicycle when the rider is not in immediate control of the bicycle.
2. Please always ride in the lane marked for bicycle use if one is available.
3. Because the bicycles provided are not equipped with the statutorily required lighting sufficient to allow riding in the dark, no riding between sunset and sunrise is permitted.

Parents and guardians are responsible for ensuring that minor children are in compliance with these safety guidelines.

Operator agrees to properly secure the bicycles at all times to avoid theft, damage or unauthorized use. This includes ensuring that all bikes are locked and properly secured when they are ridden to another location.

Disorderly conduct is prohibited in the pool and pool area. This includes running, pushing and dunking.

No pets or animals are permitted in the pool or pool area.

Keep entry gates closed as you enter or exit the pool area. Do not let children in if an adult does not accompany them. The pool is equipped with a state approved alarm device. Do not interfere with or disconnect the alarm device. Interfering with or disconnecting the alarm device will result in a forfeiture of all rents and deposits and you will be asked to leave the Property.

Acceptable swimming apparel must be worn in the pool.

The pool hours will be 7:00 AM until 10:00 PM.

If pool-heating charges have been paid, heaters are set to 86°. Do not attempt to turn up the heater beyond this setting. Any alterations with pool equipment may result in forfeiture of all deposit monies. Pools must be heated for the duration of your stay. If the pool has an electric heater, it cannot be operated should temperatures fall below 50°. If the pool has a jetted area, it serves as an extension of the pool and is heated only to 86° if pool heating charges have been paid. Pool heating must be scheduled and paid for at least one week prior to arrival.

MAILING ADDRESS: If Guest accepts this agreement online during the booking process no signed agreement needs to be mailed. If not online, this completed and signed agreement should be mailed to:

Oversee Rentals LLC.
1231 County Road 283 S
Santa Rosa Beach FL, 32459

Please remember that you are renting someone's home. Please treat it with the same respect you would like shown in your own home.

Guest

Date