

## SEASONAL / SHORT & VACATION RENTAL AGREEMENT

CHECK-IN: After 3:00 PM

CHECK-OUT: No later than 11:00 AM

**JOINT AND SEVERAL:** If more than one individual shall join as Guest, the covenants of Guest shall be the joint and several obligations of each party staying at the premises and will be held jointly and severally responsible for any damages and fees assessed.

**SEASONAL RENTAL:** Guests represent and warrant that it is their intention that Guest's occupancy will be seasonal and / or temporary. The parties agree that this document shall not be governed by part 2 of chapter 83 of the Florida Statutes.

**BINDING AGREEMENT:** Guest acknowledges there is no rescission period once the booking is completed through the Piperbear Website.

### HOUSE RULES AND LOCAL REGULATIONS

#### 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), tenant(s) and resident(s) are interchangeable.

**FULL AGREEMENT:** This Document contains all agreements, promises and undertakings between Agent, Owner and Guest, 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 Owner or Guest unless reduced to writing and signed by both parties, and this Lease supercedes any and all prior agreements between the parties relating to the Premises. Agent, Piperbear Properties, LLC (hereafter "Piperbear" or "Agent") is authorized on behalf of the building Owners to contract with Guests for short term and seasonal stays, and is responsible for enforcing the terms and conditions listed in this document.

**CANCELLATIONS:** Cancellations need to be made in writing at least 14 days in advance of trip, and are subject to a 50% cancellation fee. Should Guest cancel less than 14 days before arrival, the total rental amount becomes due, unless the property can be rented to another party for the same time period. In that case, Guest will be reimbursed for the for the portion of the stay that has been covered by the subsequent booking, less a \$250 administrative fee.

**EXCLUSIVE USE OF PROPERTY:** Use of premises is strictly limited to private residential vacation activities only. No part of the property may be used for any kind of trade or business purpose by either the Guest, or family members, traveling companions or guests. "Work from Home" activities for Guest's regular employment such as conference calls and internet meetings are permitted. Upon check-out, Guest must vacate the property and return it in proper condition and without any property damages to Agent/Owner at the end of their stay. 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 / or consumption, money laundering operations, organized crime or any illegal

activity whatsoever. Guest is not allowed to store/keep/handle on premises of rented 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. No Fireworks may be used at the house – these items are strictly prohibited. Guest is obligated to keep the Property secure. Guest shall maintain the premises in a clean and sanitary condition and not disturb surrounding residents, including the wildlife, 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. This includes any ordinance violations – Guest will be responsible for payment of any citations.

**PETS:** We do not allow pets at any of our properties. If you book with a Service Animal, that animal must be with you at all times, and cannot be left unattended at the home.

**MINIMUM AGE TO BOOK:** You must be at least 25 years of age to book. We do not allow 3rd party booking - the person who books must be staying at the property. Any guests under age 25 left alone overnight will be subject to immediate eviction of the premises without refund.

**FURNISHINGS:** All of our properties are individually owned and decorated. We supply a starter amount of toilet paper, paper towels, soaps, detergents, cleaning supplies, etc. We do not replenish those items during your stay - it is up to you to buy what you need. If you move furnishings around during your stay, it is up to you to move them back in place prior to departure. You may not, under any circumstances, move indoor furniture outside.

**TELEPHONE USAGE:** Your property is equipped with a telephone. Long distance calls are not permitted. All calls charged to the property phone will be charged against the security deposit.

**INTERNET SERVICE:** Your property is equipped with internet service. Ethernet cables may not be provided in all properties. It is recommended that you bring one with you if you need it.

**PEST CONTROL:** Units are treated for pests by a contracted pest control company. Piperbear will use its 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. Pest Control treatments are exterior only, and may occur during your stay.

**SMOKING:** Smoking is strictly prohibited at all of our properties. 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, and will be subject to the charges set out above, any additional charges in order to return the property to its previous condition, as well as the replacement costs of any damaged items.

**EMERGENCY RIGHT OF ENTRY:** Piperbear has immediate right of entry in cases of emergency, or to protect or preserve the premises. Guests shall not alter or add locks. Any authorized employee, licensed 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.

**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 condition throughout the stay, use all electrical, plumbing, heating, cooling, appliances and other equipment in a reasonable way, removing all garbage in a clean and sanitary manner. In the event Guest or Guest’s traveling companions cause any damage to the premises, Piperbear may, at its option, repair same and Guest shall pay for the expenses on demand.

**REPAIRS.** In the event a major repair to the premises must be made which will necessitate the Guest’s vacating the premises, Piperbear may, at its option, terminate this agreement and Guest agrees to vacate the premises immediately and hold Piperbear harmless for any damages suffered. Guest shall notify Piperbear immediately of any maintenance or repair needed, in writing. In the event of equipment malfunction within the unit, Piperbear will expedite repairs as quickly as possible. It is your responsibility to advise us immediately of any condition or maintenance issue that you discover upon your arrival. This will prevent Piperbear from having to charge you for damages that were not incurred during your stay. Any maintenance items should be reported to Piperbear as soon as possible. From time to time, it may be necessary to close swimming pools and other amenities for maintenance purposes. No rent adjustment can be made for circumstances beyond our control or malfunction or loss of use of equipment or amenities. For emergencies and repairs please call or text 804-517-0897.

**UNITS FOR SALE:** In the event the Property, which you are renting, is listed for sale, the need to show the Property may arise during your stay. We will make every attempt to schedule any showing at a convenient time so as not to disturb your vacation.

**LOST ITEMS/LIABILITY/RISK OF LOSS:** Piperbear is not responsible at any time for any items left in any property. If they are found by inspectors and/or cleaning staff, returns will be held or returned to you at cost plus a handling fee. Guest acknowledges there may or may not be exterior cameras present for security purposes only. Notwithstanding such, Guest acknowledges and agrees Agent and Owner are not liable in the event of any camera malfunction. Guest is aware and understands that neither Agent nor Owner 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. Owner and Agent 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 whatsoever, 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 rental agreement shall cease and shall terminate as of the date of such condemnation or destruction and Guest hereby waives all claims against Piperbear and Owner for any damages suffered by such condemnation or destruction.

**HURRICANE POLICY:** If you are traveling between May and November, please note that this is hurricane season. City and County evacuation ordinances must be followed, and Piperbear and Owner are not required to refund rent in the event of a voluntary or mandatory evacuation. It is highly recommended that you purchase Travel Insurance with a 3rd party to cover you for any cancelations, or partial stays.

**INDEMNIFICATION:** Guest agrees to reimburse Piperbear and / or Owner 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 Guest or by the family, guests, or housekeeping hires of Guest. Guest at all times, will indemnify and hold harmless Piperbear and Owner from all losses, damages, liabilities and expenses which can be claimed against Agent for any injuries or damages to the person or property of any persons, caused by the acts, omissions, neglect or fault of Guest, or the agents, family or guests of Guest, or arising from the failure of Guest or the agents, family or guests of Guest to comply with any applicable laws, statutes, ordinances or regulations.

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

**POOLS:** Should the rental home you reserved have an electrically heated pool, weather conditions will affect the ability to heat the pool and water temperatures can not be guaranteed by Owner or Agent. If outdoor temperatures fall below 68 degrees, Piperbear reserves the right to turn off the pool heating equipment to avoid equipment failure and damage.

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

**MAID SERVICE/SPECIAL REQUESTS:** While linens and bath towels are included in each unit, daily maid service is not. If you desire housekeeping services, we can provide you with a list of Housekeepers and you may contract with them directly based upon your individual needs. The linens in the unit have been inventoried prior to your arrival.

**CHECK-IN ACCESS:** Access code for Keypad locks will be distributed the day before check in, and will be for use only during your designated check in time, and during the course of your stay. If your travel plans do not align with our check in and check out times, please reach out to us, or make alternative arrangements as needed. We may be able to offer bag storage in lieu of early check in / late check out. Please inquire about this if you would like more information.

**VACATING:** At the expiration of this agreement or any extension, Guest shall peaceably surrender the premises and leave the premises in good, clean condition, excluding ordinary wear and tear. The Guest's obligation to observe and perform all required check-out instructions.

**SECURITY DEPOSIT RETURN:** Provided that guests leave Property in acceptable condition (no damages, no missing items, no outstanding fines, 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, Piperbear will take corrective measures to restore the lost or damaged property. All damages and charges will be deducted from your security deposit. Damages exceeding your security deposit amount will be charged to you directly. Failure to pay outstanding charges will subject you to legal fees, and you will be prohibited from booking any future Piperbear property.

**ATTORNEY'S FEES:** In the event any dispute arises under this Lease between Agent, Owner and Guest, 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 Manatee County, Florida and this 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 Piperbear and Owner under this rental agreement shall be cumulative, and any failure on the part of Piperbear or Owner to exercise promptly any rights given hereunder or any waiver by Piperbear or Owner shall not operate to forfeit or waive any other rights allowed by this lease or by law.

**HOUSE RULES:** The following is a list of house rules that must be adhered to during your stay:

\*Quiet Hours: 10pm to 7am / Pool Hours: 10am - 8pm. These hours are strictly enforced by the City of Anna Maria and by Piperbear. If you are cited for a noise violation, it is your responsibility to pay all applicable fines. Failure to pay will result in a deduction from your security deposit, and grounds for immediate eviction.

\*If there is a pool, it may be protected by alarms at the exterior doors. You may bypass this alarm to pass through, but the door must otherwise remain closed, or the alarm will sound. Alarms are for the protection of you and your children - any tampering of these alarms will result in a charge to you and termination of your stay without refund.

\*Pool and Spa Heater info: If you would like the pool heated, there may be an additional charge. If outdoor temperatures fall below 68 degrees, especially for multiple days in a row, the pool heater struggles to keep up. We reserve the right to turn it off during times like these to avoid stressing the system or breaking our equipment. If this happens, we will reimburse you for the cost of the pool heater.

\*ONLY registered guests are allowed on the premises without host's advance permission. This includes pool use and outdoor facilities. No parties or large group gatherings. No unregistered overnight guests. This is NOT an event or party house (this includes Family parties) and you must abide by our stated occupancy or risk having your trip canceled without refund, and incur possible additional fees.

\*Our total maximum occupancy varies by property and is listed at time of booking - this includes adults, children, and infants. Occupancy is enforced by the City of Anna Maria; we cannot make any exceptions. Please do not bring more than our max occupancy - you will be asked to leave WITHOUT REFUND.

\*For everyone's safety, please do not use glass (bottles, drinking glasses, etc) anywhere near the pool area. All properties have plastic cups and items to use by the pool.

\*Gym: if there is a workout room onsite, you are using this room at your own risk. There is no charge to use this room, but you must be at least 16 years of age and with parental oversight. Please wipe down the machines with the provided cleaning products after each use.

\*Parking: you may park in the open driveway in front of the garage, and on the gravel to the right of the driveway. There is parking for up to 2 vehicles and 1 golf cart. The area between the street and the driveway belongs to the City of Anna Maria. They will ticket you if you park in no-

parking zones, park facing the wrong way, and / or park with your tires on the blacktop. Piperbear is not responsible for any parking violations incurred in front of the property.

\*All Piperbear properties are NON-SMOKING - do not smoke anywhere on the premises. If evidence of smoking is found, you will be charged the cost of your full security deposit, and possibly more, for the cost of remediating / replacing damaged items.

\*Do not bring your boat or jet skis - there is not a boat lift, boat parking or any good way to secure things to the dock without them crashing into and damaging the State protected mangroves. Kayaks and Stand Up Paddleboards are an excellent way to explore the canals and can be rented from local vendors.

\*We have a strict check-out policy. Failure to check-out at the designated time will result in penalty fees of up to \$200 per hour. We authorize our cleaning team to enter and move your belongings as needed to prepare for the next guests.

DEFAULT: In the event of nonpayment of any required rental payment as provided for in this Lease, or in the event of any breach of any of the conditions, stipulations, promises or covenants as set forth in the Lease, the Guest's right of possession of the Property shall forthwith terminated with or without notice or demand and the retention or possession thereafter by the Guest shall constitute an unlawful detainer of the leased 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 and / or Owner shall be entitled to re- enter and re-take possession immediately of the leased Property with or without legal proceedings.

By Proceeding with your Booking through the Piperbear Website, you are agreeing to all of the Rules and Regulations stated in this document.