

RENTAL CONTRACT

Lake Berkley Resort, 1043 Lake Berkley Dr, Kissimmee, FL 34746

The total amount to rent the home for the time period you requested is \$

Arrival Date:

Departure Date:

TERMS AND CONDITIONS

1. **CHECK-IN TIME IS AFTER 3 P.M. EST AND CHECK-OUT IS 11 A.M. EST. NO Early Check-ins.**
2. This is a **NON SMOKING** unit.
3. **PETS ARE NOT PERMITTED** in rental units under any conditions.
4. **WE WILL NOT RENT** to vacationing students or singles under 25 years of age unless accompanied by an adult guardian or parent.
5. **DAMAGE/RESERVATION DEPOSIT-** A damage/reservation deposit of \$400 is required or a credit card with this amount on hold. This must be received within seven (7) days of booking the reservation. The deposit automatically converts to a security/damage deposit upon arrival. Please report any damage to the unit on arrival. The deposit is NOT applied toward rent; however, it is fully refundable within (14) days of departure or not charged provided the following provisions are met.
 - a) No damage is done to unit or its contents, beyond normal wear and tear.
 - b) No charges are incurred due to contraband, pets or collection of rents or services rendered during the stay.
 - c) All debris, rubbish and discards are placed in garbage can located on the side of the garage, and soiled dishes are placed in the dishwasher. Dirty towels should be left in baskets located in the bathrooms.
 - d) All keys are returned to the lock box and unit is left locked.
 - e) All charges accrued during the stay are paid prior to departure.
 - f) No linens are lost or damaged.
 - g) NO Early check-in or late check-out.
 - h) The renter is not evicted by the owner (or representative of the owner), the local law enforcement, the security company employed by My Complex.
 - i) Lost keys fee is \$50.00
6. **CHARCOAL GRILL USE-** The grill must be used outside the screened in pool area and at least 4 feet from any wall or screened area. Please clean grill after use. **DO NOT USE THE GRILL ON THE POOL DECK**
7. **PAYMENT** – Payment in full is required 90 days before arrival date. Please make payments in the form of traveler's checks, bank money orders, cashiers checks or personal checks payable to Brandon H Barton, Jr or pay you invoice on line.
8. **CANCELLATIONS** - A sixty (90) day notice is required for cancellation. Cancellations that are made more than sixty (90) days prior to the arrival date will incur no penalty. Cancellations or changes that result in a shortened stay, that are made within 90 days of the arrival date, forfeit the full advance payment and damage/reservation deposit. Cancellation or early departure does not warrant any refund of rent or deposit.
9. **MONTHLY RESERVATION CANCELLATIONS** - Monthly renters must cancel one hundred twenty (120) days prior to check-in. Monthly renters who make a change that results in a shortened stay must be made at least ninety (90) days prior to check-in.
10. **MAXIMUM OCCUPANCY-** The maximum number of guests is limited to ten (10) persons. An additional charge of \$10.00 per person per night for additional guests will be assessed.
11. **THIS PROPERTY REQUIRES A THREE (3) NIGHT MINIMUM STAY.** Longer minimum stays may be required during holiday periods. If a rental is taken for less than three days, the guest will be charged the three-night rate.

12. **INCLUSIVE FEES** - Rates include a one-time linen-towel setup. Amenity fees are included in the rental rate. Departure cleaning and local sales taxes.
13. **NO DAILY MAID SERVICE** - While linens and bath towels are included in the unit, daily maid service is not included in the rental rate however is available at an additional rate. We suggest you bring beach towels. We do not permit towels or linens to be taken from the units.
14. **RATE CHANGES** - Rates subject to change without notice.
15. **FALSIFIED RESERVATIONS** - Any reservation obtained under false pretense will be subject to forfeiture of advance payment, deposit and/or rental money, and the party will not be permitted to check-in.
16. **WRITTEN EXCEPTIONS** - Any exceptions to the above mentioned policies must be approved in writing in advance.
17. **PARKING PASSES** - Parking passes are provided by the security check point and must be displayed on the rear view mirror at all times. Failure to display may result in towing of vehicle at renter's expense. Leave the parking passes inside the unit upon departure.
18. **HURRICANE OR STORM POLICY** - No refunds will be given unless:
 - The National Weather Service orders mandatory evacuation in a "Tropical Storm/Hurricane Warning area" and/or
 - A "mandatory evacuation order has been given for the Tropical Storm/Hurricane Warning" area of residence of a vacationing guest.
 - The day that the National Weather Service orders a mandatory evacuation order in a "Tropical Storm/Hurricane Warning," area, we will refund: Any unused portion of rent from a guest currently registered, Any unused portion of rent from a guest that is scheduled to arrive, and wants to shorten their stay, to come in after the Hurricane Warning is lifted; and Any advance rents collected or deposited for a reservation that is scheduled to arrive during the "Hurricane Warning" period.

Name (Party Leader) _____

Home Address _____

Email Address _____

Home Telephone _____ Work _____ Mobile _____

Arrival date and time _____ Departure date and time _____

Full Legal Names of all Guests

Your Drivers License # _____ Passport # _____

As the party leader, I accept full responsibility for the condition and contents of the above rental property during my stay there with the other party members ("The Party") and shall inform the other party members of these terms and conditions. The party shall be jointly and severally liable for any damage or loss caused

to the rental property or its contents. In addition to any other remedy in law or equity. I hereby authorize the manager to charge my credit card below for any losses or expenses caused by our party. An Itemized statement shall be forwarded to me at my home address within 30 days of my departure.

The party is solely responsible for, and shall secure, all personal property while on the rental property. The property owner, manager, or tour operator/ agent shall not be responsible for any lost or stolen items. The party further agrees to hold harmless and indemnify the property owner, manager or tour operator/ agent for any loss, claims, costs, expenses, or actions arising from our party's use and occupancy of the rental property and pool.

We understand that there is no lifeguard on duty and that its is a major condition of this reservation that our use of the rental property and pool is entirely at our own risk. The pool has a maximum of depth of 5 feet. All diving, horseplay, or running around the pool is prohibited. We also agree that no child in our party, or adult non-swimmer, will use the pool without adequate supervision by a strong swimmer. We shall immediately report any problems with the pool alarms installed on all interior doors leading to the pool area to the management company. The party understands and agrees that neither the property owner, manager, or tour operator /agent can accept any responsibility whatsoever in case of accident or illness while on the property. Any disputes under this agreement shall be resolved exclusively via binding arbitration applying Florida law. Each party shall pay their own attorney fees/costs, and, the State of Florida shall have exclusive personal and in rem jurisdiction over any dispute.

I confirm that I have supplied the credit card information request as a security deposit during our use of the rental property and accept fully the conditions or occupancy stated above.

By Signing Below, I agree to all terms and conditions of this agreement

X _____
Party Leader Signature/credit card holder Date

Credit Card # Exp Date Security Code

Instructions: After signing and providing a valid credit number, fax or mail this agreement to the following address. Do not send this contract via email. If you mail it make a copy for your records. Once I receive the contract you will have an invoice sent via email. Pay this invoice online. When I receive notification of the payment you will receive the directions and lock box code to the unit. If you have any questions you can contact me at 313.282.8585 or via email at bhbartonjr@gmail.com

Fax: 248-932.8463

Brandon H Barton
2971 Bloomfield Pk Dr
West Bloomfield, MI 48323