

Vacation Rental Agreement

Thank you for choosing NAPLES VACATION RENTALS LLC. Please take good care your vacation home, respect your neighbors, and most of all, have fun!  
-NAPLES VACATION RENTALS LLC (Director of Fun)

**Vacation Rental Agreement**

**Naples Vacation Rentals LLC / 4960 Traynor Ct. / Naples, FL 34112**

**Phone: (239) 219-9999 / Fax: (239) 304-8471 / naples@itrip.net**

**Guest:** \_TenantName\_ **Phone:** \_TenantPhone\_ **Email:** \_TenantEmail\_

**Address:** \_TenantStreet\_ \_TenantCity\_ \_TenantState\_ \_TenantPostal\_

This Agreement will confirm your rental of Falling Waters-Largest Resort Style Swimming Pool in Naples! 5 miles to 5th St. for \_NumNights\_ nights as follows:

**Check-In:** ..... \_CheckinDate\_ \_CheckinTime\_

**Check-Out:** ..... \_CheckoutDate\_ \_CheckoutTime\_

**Rental:** ..... \$ \_Rental\_

**Fees\*\*:** ..... \$ \_Fees\_

**Taxes:** ..... \$ \_AreaTax\_

**Total:** ..... \$ \_NetAmount\_

**Damage Deposit:** ... \$ \_RefundableSecurityDeposit\_

**Deposit:** ..... \$ \_DepositAmount\_ (due \_DepositDueDate\_)

**Balance:** ..... \$ \_BalanceAmount\_ (due \_BalanceDueDate\_)

GENERAL TERMS. The terms of this agreement include the terms contained in:

1. This agreement, which must completed when making a reservation.
2. Any applicable association application and rules, including any required approval.
3. Any online agreement or terms, confirmation, directions, instructions, house rules, pet agreement, pool heat agreement, and similar document.
4. Any options, optional agreements, and waivers.
5. Should any conflicts arise, the terms of this agreement shall prevail.

**PAYMENTS & CHARGES.**

Payment must be made by major credit card.

Fees include processing/reservation fee, one-time cleaning fee, and any applicable pet fees, resort or association fees, pool heat, and travel insurance.

**Payment.** A down payment of 35% of the total amount is due upon time of reservation to hold but guarentee the reservation. Reservations made within 60 days of the Rental Period require payment in full.

**Balance.** The balance is due 60 days prior to the Rental Period.

**Damage Deposit or Limited Damage Waiver.** Paid in accordance with online reservation agreement.

**Travel Insurance.** Travel insurance is recommended if you have any concerns about our refund policies.

**Credit Card Documentation & Authorization.** Copies of both sides of the credit card used for payment and government issued photo ID are required and must match the registered Guest for reservations made within 3 days of scheduled arrival date. Regardless, Guest authorizes NAPLES VACATION RENTALS LLC to charge the card on file for any payment due pursuant to this agreement.

**Cancellation and Changes.** If cancellation is at least 60 days prior to scheduled arrival date, the cancellation fee is \$200 + the processing/reservation fee + applicable association fees. Thereafter the cancellation fee is equal to the total amount paid. There are no refunds for cancellation made less than 60 days prior to arrival date. Reservations will be cancelled without refund if Guest provides false information during the reservation process or plans, advertises, or hosts a

party, defined as exceeding the occupancy limit. There are no refunds for unused days, unmet expectations, problems with the house, unless they render the house useless, bad weather, natural disasters, or personal or other reasons. Rescheduling will be permitted, but not refunds, when required by law, due to a mandatory evacuation of the rental property or legally defined impracticality, impossibility, or frustration of purpose, provided the reservation is rescheduled before the original scheduled arrival date, payment is made for rate increase, and the new arrival date is within 1 yr. NAPLES VACATION RENTALS LLC reserves the right to cancel reservations and refuse service to anyone, to the extent permitted by law.

**TECHNOLOGY NOTICE.** Smart home technology is used to ensure policy compliance by Guest and may include the following remotely monitored devices: **Thermostats. Door locks. Pool/Spa heater controls. Number of wi-fi users. Decibel meter.**

**OCCUPANCY.** Guest must be at least 25 yrs. old or an active member of the military, and an occupant of the Property.

**ADDITIONAL CHARGES AND FORFEITURES.** Guest is not entitled to a refund, partial or otherwise, if removed or ejected from property for violation of this agreement. Guest will be charged what is agreed to be nonpunitive amounts, as listed below for the following occurrences:

- Phones. When available, local calls are free. Long distance calls are as invoiced.
- Pay per view purchases are as invoiced.
- \$500 for each unauthorized animal or each 4 hours or portion thereof of late checkout.
- \$150/night for each invitee or licensee who is unauthorized or in excess of the occupancy limit; \$150 for failure to return keys/passes/fobs/passes, failure to keep pool gates & doors secured; violating terms concerning pool equipment (which is a crime), air conditioning, smoke detectors, outdoor furniture, cleaning including dishes & trash, extra cleaning due to illness of an occupant, non-emergency use of fire extinguishers, and similar acts & omissions.
- The invoiced amount plus \$250 for odor removal due to smoke or otherwise, fines/citations, replacement of missing/moved items, damages not covered by the Damage Waiver Program, stains, bed bug treatment, technical support, long distance phone calls, and pay-per-view purchases.

**GRIEVANCE POLICY.** Please contact us immediately with any complaints or concerns. We will do all we can, within policy & reason, to accommodate you. That's our guarantee! Guests have a duty to report any complaint immediately and allow a reasonable time to cure. Claims are otherwise waived.

**POOL POLICIES. Pool Safety. With full knowledge and warnings the Guests accepts all risks involved of Guests and all of Tenant Guests in or related to the use of the community pool and patio areas.** Running & diving are prohibited. Children, of any age, are not allowed in the community pool area without adult supervision.

**ANIMALS. Pet Policy.** Pets are not allowed on the premises. **Emotional Support Animals (ESA's).** ESA's require a written request at the time of reservation which includes official documentation of a diagnosed disability, unless readily apparent. **Service Animals.** Service Animals, as defined by §413.08, Fla. Stat. (2020) & including animals in training, require a written request at the time of reservation. No documentation is required but a person who knowingly and willfully misrepresents herself or himself as being qualified to use an emotional support or service animal commits a misdemeanor of the second degree, punishable as provided in 775.082-083, Fla Stat. (2020). **Removal.** NAPLES VACATION RENTALS LLC reserves the right to remove any animal for inappropriate behavior.

**NOISE.** The Property is a residential area. Compliance with the local code is required. Quiet Hours are 10 PM- 8 AM.

**HEALTH AND SAFETY CONCERNS. Lead & Radon.** There is no known lead or radon hazards. **Wildlife.** Florida wildlife can be dangerous. Be cautious. **Bed Bugs.** The previous guest did not report bed bugs, proving no bed bugs were present upon your arrival. The presence of any bed bugs is presumed to have been caused by Guest, absent clear & convincing proof otherwise. If found, Guest must vacate the property immediately without refund and pay for treatment to remove the bed bugs. **Allergens and Aggravants.** Houses are cleaned according to professional standards. Guest assumes responsibility to remediate any symptoms resulting from allergies or aggravants. **Smoking and Vaping.** Smoking & vaping are prohibited on Property, including outside.

**NOTICE.** Notice to NAPLES VACATION RENTALS LLC is proper only if emailed to tammy@itrip.net and to Guest's email address of record.

PROPERTY ACCESS AND USE. **Supplies.** Only very basic of supplies are provided. Guest is responsible for all else. **Access by NAPLES VACATION RENTALS LLC.** NAPLES VACATION RENTALS LLC may enter the Property as reasonably necessary to inspect, service, and for real estate purposes. Reasonable notice will be provided, unless the matter is urgent. **Parking.** RV's, trailers, campers, boats, buses, & all non-passenger vehicles are prohibited. **Commercial Use.** Commercial use of the Property is prohibited. **Air Conditioning.** Setting air conditioning below 72° or heat above 78°, changing fan from *Auto*, or leaving doors, windows, or blinds open is prohibited. **Safe Use.** Guest must comply with all laws and rules. Fireworks, gas grills, and candles are prohibited. Guest must report chirping alarms to NAPLES VACATION RENTALS LLC immediately.. Furniture cannot be moved. Alarms & smoke detectors cannot be tampered with. **Social Functions on the Property.** Parties, groups, gatherings, events, or other social functions are prohibited and violation will result in removal of all persons by law enforcement and cancellation without refund. **On-Site Services.** Any on-site services require written consent by NAPLES VACATION RENTALS LLC. **Maintenance.** Pre-arrival inspections ensure cleanliness and good repair of the Property. Guest must provide notice of any problems immediately upon the time a reasonable person would have discovered the problem, or Guest waives any related claims. Responses shall be made as NAPLES VACATION RENTALS LLC reasonably deems appropriate. Absent gross negligence by NAPLES VACATION RENTALS LLC, faulty equipment, appliances, cable, internet & phone services; temporarily interrupted utility service; bugs; noise, construction, a warm refrigerator, wear & tear of the Property, a cold pool, or; inclement weather, a need for spot cleaning, and other similar circumstances do not constitute breach of contract. Service charges resulting from a false report by Guest, as reasonably determined by the service provider, shall be charged to Guest. **Garbage.** Guest must separate trash and recyclables and take the curb the night before each assigned pickup day.

PARTY RESPONSIBILITY. **Risk of Loss.** Each party shall be responsible for loss, damage, or injury caused by his/her/its own negligence or willful conduct, & concerning Guest, caused by Guest's licensees & invitees. **Insurance.** Each party must carry appropriate insurance. **Lost or Stolen Property.** NAPLES VACATION RENTALS LLC is not responsible for lost or stolen property. Property left on Property is deemed abandoned if good faith attempts to return it for a reasonable fee fail. **Default Status of Persons.** Guest agrees all persons on Property have transient status pursuant to § 82.045 Fla. Stat. (2017). **Grounds for Removal.** Guest agrees NAPLES VACATION RENTALS LLC has the right to remove any persons in violation of § 509.141 Fla. Stat. (2017), and agrees to vacate, agrees NAPLES VACATION RENTALS LLC has the right to remove Guest & Guest's party for breach of this agreement, and Guest will receive no refund and waives any statutory or other right to a refund. **Remedies.** The maximum remedy for failure to provide reserved accommodations is a prorated refund. There are no free upgrades due to unavailable accommodations. **As Is Condition.** The house is rented as is. NAPLES VACATION RENTALS LLC warrants property quality only in that it satisfies legal & express contractual requirements, notwithstanding any pictures and representations otherwise which were provided in good faith. Guest waives his/her/its right to claim the property was not as described.

LEGAL TERMS. **Entirety.** This is the entire agreement, unless provided otherwise herein, superseding all related previous negotiations, agreements, and UCC implied terms. **Headings.** Headings are solely for convenience. **Interpretation.** This agreement shall not be construed in favor of the non-drafting party. **Modification.** Only Neil Novak has authority to modify this Agreement, and can do so only in writing, except this agreement automatically modifies to comply with any laws. **Assignment.** Any attempted assignment, delegation, or sublease of this Agreement by Guest is invalid. **Severability.** If any provision of this Agreement is invalid or unenforceable, it shall, to the extent reasonable, be construed or applied in such a manner as will permit enforcement; otherwise, this Agreement shall be construed as if that provision had never existed. **Warranties.** No warranties exist unless expressly stated herein. **Discretion.** NAPLES VACATION RENTALS LLC has sole discretion concerning determination of breach or remedy, subject to good faith and adherence to usual and customary practices in the vacation home market. **Reliance.** Guest acknowledges that he/she/it has not relied upon any current or prior representations or understandings and waives any related rights or claims. **Performance.** NAPLES VACATION RENTALS LLC is excused from performance when made impracticable by the occurrence of a contingency, the non-occurrence of which was a basic assumption on which the contract was made. **Waiver.** No breach of this Agreement will be waived without the express written consent of the party not in breach. **Indemnification, Etc.** Guest shall defend, hold harmless, and indemnify NAPLES VACATION RENTALS LLC, its affiliates, and its respective officers, directors, agents, and employees from any and all 3<sup>rd</sup> party claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, arising out of, or relating to Guest's rental under this Agreement, including for pre-litigation and non-litigation legal fees, and including for claims by Guest's invitees and licensees. **Remedies.** The maximum remedy for breach or other actions connected to this contract, unless expressly provided otherwise herein, is actual direct financial losses, and as governed in this agreement, reasonable attorney's fees & costs, which is agreed to be an adequate remedy. Regardless of the failure of the exclusive remedy, NAPLES VACATION RENTALS LLC will not be liable for consequential or incidental damages. **Liquidated Damages.** The parties agree liquidated damages herein constitute non-punitive & difficult to forecast damages. **Chargebacks.** Guest waives any right to dispute a credit or debit charge, request or demand a chargeback, or dispute that a detailed item description was provided, contact information was clearly and prominently displayed, and grievance policy instructions were provided. **Arbitration.** The parties

agree to settle any disputes over \$15,000 by binding arbitration. AAA rules apply unless in conflict with terms herein **Forum**. The 20<sup>th</sup> Jud. Cir. of FL shall be the exclusive forum for any claims related to this agreement. **Choice of Law**. Claims shall be governed by the laws of FL to the exclusion of all other laws, conflict of law principles, and legal theories. **Jury and Class Action**. The parties waive their rights to jury trials and class action suits. **Attorney's Fees**. NAPLES VACATION RENTALS LLC shall be entitled to reasonable attorneys' fees & costs from Guest for defending chargeback demands, negative public, social media, BBB claims, administrative, or other complaints and arbitration, litigation arising out of this agreement or otherwise. **3<sup>rd</sup> Party Beneficiaries**. No party has 3<sup>rd</sup> party beneficiary rights under this agreement. Any benefits received are incidental. **Data Usage**. Guest consents to use by NAPLES VACATION RENTALS LLC of its data, subject to the law. **Confidentiality**. Guest agrees to not communicate with code or law enforcement regarding their accommodations. **Counterparts**. This Agreement may be signed in counterparts.

\_LDWAgreement\_Text\_

**The Guest consents to a background check and agrees that satisfactory results are material provision of this agreement and Guest agrees to have informed consent of all members of Guest's party to be bound by the terms of this agreement.**

**For Emergencies, Dial 911.**