

## Ascendia Vacation Rental Agreement

This is an agreement made by and between the undersigned hereinafter to as "Guest" and Ascendia Property Management, hereinafter referred to as "Agent" or "APM." Ascendia Property Management rental properties are privately owned and are managed by APM. For good and valuable consideration, receipt, and sufficiency of which is hereby acknowledged, and in further consideration of the mutual agreements, the parties agree as follows:

**CHECK IN:** The check-in time is no earlier than 4:00 PM (EST). All efforts will be made to ensure the rental property is ready for Guest arrival at 4:00 PM (EST); however, occasionally maintenance or housekeeping needs may delay check in time. Please note, interruption of the housekeeping and inspection process will result in delaying access to the rental property. Arrivals after 4:00 PM (EST) must be arranged with the APM office for check-in instructions. Early check-in is subject to the cleaning company's availability. The Guest must check-in at the APM office located at 5127 Ocean Blvd. (in the Siesta Key Village), Sarasota, FL 34242. At check-in, the Guest must give APM a valid credit card and government-issued ID for APM to make a copy of and keep on file for the duration of the Guest stay. The Guest that completes check-in must be at least 25 years of age and will be responsible for any damage to the property caused by anyone staying or visiting the property. APM reserves the right to collect an additional security deposit upon check-in.

**CHECK OUT:** The check out time is 10:00 AM (EST). Anyone occupying the property after 10:00 AM (EST) without prior written permission from APM will be charged an additional day stay at the reservation rate. The Guest must return all keys to the APM office. Before departing, please place dirty dishes in the dishwasher and start cycle, empty the refrigerator of any perishables, put recycling and trash in the outside recycling and trash bins, leave bed linens on the beds (the cleaner will remove and wash), double check for personal items, close all windows and lock all doors, turn off all lights. Thank you for your assistance, we appreciate you!

**CANCELLATION POLICY:** If the Guest must cancel, please email APM immediately. The cancellation policy depends on how the reservation was booked. **If the Guest...**

**Booked Direct Standard:** If Guest booked directly with APM, all cancellations are subject to a \$250.00 cancellation fee plus a non-refundable reservation fee. All prepaid funds will be retained by APM unless the rental property is rebooked for the same dates and rate. If APM rebooks the property for a lesser rate, the difference will be returned to the Guest.

**Booked Direct RelaxStay:** If Guest booked directly with APM and chose the RelaxStay option, all cancellations are subject to a \$100.00 cancellation fee plus a non-refundable reservation fee. If the reservation is cancelled 14 days prior to arrival, and the reservation is paid in full, the Guest may choose between a refund equal to 50% of the total cost of the reservation (not including fees mentioned previously) or the option to a one-time date change in the same property on the reservation. The length of stay must be the same and the new arrival date must be within the same time frame. Time frames are defined as 1) January through April 2) May through July, and 3) August through December. Pricing on the original stay dates will be locked on the new reservation.

**Booked Third-Party Channel:** If Guest booked through a third-party, such as Airbnb, Booking.com. etc., please refer to the cancellation policy that is listed directly on the channel.

**AGE OF RENTER:** The primary Guest must be at least 25 years of age and must occupy the property the entire length of the stay. In the event, it is discovered that the Guest is under 25 years of age, the Guest will be required to vacate without refund.

**NUMBER OF GUESTS:** The maximum number of guests is set by the Owner of the property and/or association and includes small children and infants. The accurate number of guests must always be adhered to, and any change in

the number of guests must be reported to APM. The maximum occupancy for your stay is noted on the confirmation. Exceeding these limits shall result in forfeiture of payments/deposits. Reservations obtained under false pretenses will cause forfeiture of all payments and the Guests will be asked to vacate the rental property immediately.

**CREDIT CARD:** The credit card provided at check-in will be charged for any damage done to the rental property or to replace broken or stolen items. We reserve the right to charge additional cleaning fees and costs incurred during Guest stay (including cable upgrade, movie rentals, etc.) to the credit card. The Guest will receive notification of the charges via email. APM only accepts Visa, American Express, and Mastercard.

**ACCIDENTAL DAMAGE WAIVER:** Upon booking the Guest will be charged a non-refundable limited accidental damage plan. This covers any ACCIDENTAL damages up to \$1,000.00, which MUST be reported prior to Guest departure, otherwise the Guest will be responsible for all costs associated with the damage and will be charged. If the damage exceeds \$1,000.00, the guest will be responsible for the remainder of the cost. Intentional damage will not be covered by this plan, and Guest will be responsible for all costs and will be charged to the credit card.

**SECURITY DEPOSIT:** Upon booking the Guest will be charged a refundable security deposit. This covers any damage done to the property discovered after Guest departure. If the damage exceeds the security deposit amount, the Guest will be responsible for all costs associated with the damage and will be charged to the credit card.

**RULES AND EXPECTATIONS:** Occupancy and use of the premises shall not be such as to disturb or offend the occupants of neighboring properties. Occupancy of neighboring docks, pools, walkways and or decks will be considered trespassing. The Guest agrees to abide by the Homeowners Association's bylaws, rules and regulations, and municipal ordinances. APM reserves the right to refuse rental or discontinue occupancy without refund, if in APM's judgment, Guests occupancy of the property is detrimental to the property.

**PROPERTY CONDITION AND INVENTORY:** Immediately upon check in, please inspect the property, and report any/all damaged or missing items to the APM office. This will allow us to replace them and prevent those items from being charged to the Guest. Linens and paper products for the rental property are provided at the beginning of the Guest stay. These include one of each of the following items: trash can liner, roll of paper towels, roll of toilet paper per bathroom, soap, dish soap or dishwasher pod. The Guest will need to provide any additional items or replacements during the Guest stay. There will be no refunds given due to housekeeping issues. Please notify the APM office immediately to have any problem corrected. APM makes every effort to keep each property and its equipment in good working order. In the case of a breakdown, we will strive to repair/replace equipment as soon as possible after we are notified of the problem. There will be no refunds given or adjustments made for the mechanical failure of items including pool, air conditioning/heating system, dishwasher, microwave, washer/dryer, TV, DVD, Wi-Fi, or other appliances. APM is NOT responsible for area utility outages and there will be no refunds given or adjustments made for area utility outages.

**PROPERTY OWNERSHIP:** All properties are privately owned. Décor, style, colors, and inventories will vary from property to property. Furnishings are subject to change without notice. If renting multiple properties, no furnishings or kitchen items are to be moved to another property. There will be no refunds given due to Guest dissatisfaction of décor, aesthetic, or ambiance.

**SUBSTITUTION OF PROPERTIES:** APM reserves the right, for unforeseen circumstances, to substitute comparable accommodations. When comparable accommodations are unavailable, Guest can select from available properties at the published rates, or we will refund the Guest the entire payment in full.

**"FOR SALE" PROPERTIES:** If the property the Guest has booked is listed "For Sale," we will make every effort to coordinate showings and open houses after the Guest departure or before the Guest arrival, however if we do have a showing or open house the Guest will receive notification prior. Typically, if the property "sells" before the Guest arrival, the new Owner of the property will honor the in-place reservations. In the event they do not, APM will make

every effort to place the Guest in another property with similar amenities. All APM properties are individually owned, and the rates vary with each property. If we cannot accommodate the Guest in a similar rental for the same rate, we will refund the Guest the entire payment in full.

**REMOVAL OF PROPERTY FROM APM RENTAL PROGRAM:** In the event the Owner of the property elects to remove their property from the APM rental program, the Guest shall not hold APM liable or responsible. In such instance, the Guest will be relocated to comparable accommodation determined by APM or we will refund the Guest the entire payment in full.

**HURRICANES/WEATHER/NATURE/ACTS OF GOD:** In the event of an Act of God such as adverse weather, tornadoes, fire, lightning strikes, or otherwise, APM, affiliates and property owners are not responsible for any refunds from monies which have been paid to APM, or for providing lodging elsewhere. In the event of mandatory or voluntary evacuation, or a travel advisory, refunds will not be given. Please refer to our RelaxStay policy, which protects your reservation.

**PROPERTY KEYS:** Keys (building, property/unit, pool, etc.) and gate entrance FOB or pass codes (if applicable) will be provided upon arrival. They are to be picked up from the APM office and returned to the APM office upon departure. A \$75.00 fee is charged to the Guest for lock out services during regular business hours and \$100.00 for after hour services. A \$75.00 fee is charged for each lost key. A minimum \$125.00 fee will be charged for each lost FOB and a \$175.00 fee will be charged for each garage door opener. The Guest will be responsible for all costs associated and will be charged.

**TRASH AND RECYCLE:** For health and safety reasons, all trash MUST be placed in garbage bags and tied before placing in the garbage bins. Guests are responsible for bringing trash and recycling bins to the curb the evening prior to collection day. All rental properties will have a binder with the specific trash and recycling collection day. For all guests staying in a vacation rental with a dumpster instead of individual bins, the Guest will be responsible for bringing trash and recycling to the dumpster prior to departure. Guests will be charged a \$100.00 fee if trash and recycling is not collected and/or if trash is found in bins without garbage bags.

**SMOKING:** All APM properties are NON-SMOKING properties. If evidence of smoking is found, the Guest will be required to vacate the property immediately with NO REFUND, and the Guest will be charged a \$1,000.00 fine on the Guest credit card. There is no smoking allowed within 25 feet of the property.

**MAINTENANCE:** If a maintenance issue occurs during the Guest stay, the APM office must be notified. Please open blinds appropriately before opening doors or windows to prevent damage. DO NOT run the air conditioning when doors or windows are open to prevent freezing up of the air conditioning unit. If the maintenance issue is due to Guest neglect, the Guest will be responsible for all costs associated with the repair and will be charged. Due to maintenance and other issues, there will be times when the rental property may need to be entered into without prior knowledge; we will make every attempt to notify the Guest prior to entering the property.

**BED BUGS:** All APM properties are inspected prior to Guest arrival. If bed bugs are found, or the effects of bed bugs are noted after Guest arrival it is presumed that these bed bugs were brought into the property by the Guest. The Guest will be responsible for all costs associated with the treatment to exterminate the bed bugs and will be charged to the credit card.

**UTILITIES:** The utility cost to the property owner is capped at \$300.00-\$500.00 (depending on the size of the property) total per month for electric, water, and sewer. Any additional expense will be charged to the Guest. If there is a private pool onsite, and pool heat is available, and the Guest would like the temperature increased, the Guest must contact APM before arrival and an additional fee will be charged to the Guest credit card. The Guest is not permitted to change the settings on pool/spa equipment.

**GRILLS:** If an outdoor grill is available, the property listing will say so. Please note that we do not guarantee the presence of a grill, nor do we guarantee the condition of the grill. Use of outdoor grills on balconies, porches and decks is prohibited. If the Guest violates this policy, APM reserves the right to discontinue occupancy without refund.

**FIREWORKS:** The use of fireworks is illegal in the state of Florida and cannot be used at any APM property.

**POOL, BEACH & RECREATIONAL FACILITY SAFETY: SWIM AT YOUR OWN RISK!** The Guest acknowledges that there are no lifeguards or attendants on duty, and the Guest will enter the pool, spa, beach, and recreational facility at the Guest own risk. We strongly encourage the Guest to use the pool when others are present. We request the Guest to observe all pool, spa, beach, and recreational facility rules. If there is a community pool onsite, note that the community association controls its temperature. If there is a pool onsite, parents must accompany all children under the age of 12 years old at all times.

**ACCIDENT & INJURIES:** In consideration for the use of the rental property and the other terms of this agreement, the Guest agrees as follows: Neither the Owner of the property nor APM shall at any time be liable or responsible in any way whatsoever for any injury, disease, sickness, death, loss or damage of Guest personal property caused or arising in connection with the Guest's (including members of Guest's travel party and any visitors or invitees of Guest) use or occupancy of the rental property or any of the amenities.

**PREVAILING PARTIES:** In any action, suit or proceeding to enforce or interpret the terms of this agreement or collect any amount due hereunder (specifically including amounts due to agent as a result of improper credit card chargebacks), the prevailing party shall be entitled to reimbursement for all costs and expensed reasonably incurred in enforcing, defending, or interpreting its rights hereunder, including, but not limited to, all collection and court costs, and all attorney's fees, whether incurred out of court, in the trial court, on appeal or in bankruptcy or administrative proceedings. This agreement will be construed under Florida Law and any/all proceedings will take place in Sarasota County. Guest shall indemnify the Owner of the property and/or APM for expenses and financial loss incurred because of the negligence of Guest (including members of Guest's travel party and any visitors or invitees of Guest). Additionally, the Guest shall indemnify the Owner of the property and/or APM for expenses and financial loss incurred because of violation of Condominium Association/ Homeowner's Association and Governmental rules and regulations by Guest (including members of Guest's travel party and any visitors or invitees of Guest) to include fines, penalties, court, and legal fees. The Guest shall pay all costs incurred by the Owner of the property and/or APM required to enforce the terms of this agreement and the rules and regulations of the Condominium Association/Homeowner's Association to include fines, penalties, court, and legal fees.

**VACATION AND SEASONAL RENTAL:** Guest represents that the property described above is a vacation /seasonal rental and will be used for vacation/seasonal purposes only. The property is not considered a permanent residence for any purpose.

**BY SIGNING BELOW THE GUEST ACKNOWLEDGES THEY HAVE READ IN ENTIRETY THE VACATION RENTAL AGREEMENT PROVIDED BY APM. THIS DOCUMENT MUST BE SIGNED BY GUEST AND RETURNED TO APM WITHIN 48 HOURS OF RECEIVING.**

\_\_\_\_\_  
GUEST SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ASCENDIA PROPERTY MANGEMENT AGENT

\_\_\_\_\_  
DATE

**ASCENDIA PET ADDENDUM**

This Pet Addendum ("Addendum") is made and entered into on \_\_\_\_\_ by and between Ascendia Property Management ("Agent" or "APM"), and Guest(s) ("Guest") renting the property located at: \_\_\_\_\_.

Pets are allowed only on properties advertised as pet friendly. Guest must notify APM of the pet at the time the reservation is made and a non-refundable pet fee of \$250.00 (per pet) will be applied to the reservation. NO PETS ARE ALLOWED AT PROPERTIES THAT ARE NOT ADVERTISED AS PET FRIENDLY. If Guest has a pet in a property where it is not advertised as pet friendly, this will cause forfeiture of all payments and Guest will be asked to remove the animal and/or vacate the premises immediately. Guest will be charged for any costs to return the property to its original condition. The following provisions apply \* \*\*:

- Only Pets listed below and approved in this Pet Addendum are allowed on the premises (premises, property, and unit are defined as interior, garage, screen patio, balconies, pool area, decks, or yard). If evidence is found of a pet being on the premises not listed below or approved by APM, Guest will be required to vacate the property immediately with no refund, and Guest will be charged \$1,000.00 on Guest credit card.
  
- APM reserves the right to collect up to date records reflecting all shots including rabies, ticks, and flea treatments.
  
- Guest agrees to always keep pet(s) on a leash while outdoors.
  
- Guest agrees to fully indemnify the Owner of the property and APM for any damages arising out of injury to another person or to another pet.
  
- Guest will be responsible for all costs associated with replacing and/or repairing damaged items (including furnishings, blinds, flooring, walls, appliances, etc.) caused by pet(s).
  
- Guest will be responsible for all costs associated with the extermination of pests caused by pet(s).
  
- APM reserves the right to have Guest remove the pet(s), if in APM's judgment, Guest's pet(s) is causing excessive noise, barking, disturbances, damage, and threatening behavior towards other Guests or agents of APM, and there will be no refund given or adjustments made. In the event the pet(s) is not removed upon the request of APM, Guest will be required to vacate the property immediately with no refund.

**DESCRIPTION OF PET(S):**

Type \_\_\_\_\_ Breed \_\_\_\_\_ Color \_\_\_\_\_ Name \_\_\_\_\_ Weight \_\_\_\_\_

Type \_\_\_\_\_ Breed \_\_\_\_\_ Color \_\_\_\_\_ Name \_\_\_\_\_ Weight \_\_\_\_\_

The Parties acknowledge that this Addendum is an integral part of the rental agreement and that any breach of the terms of this Addendum may result in legal action against Guest.

**BY SIGNING BELOW GUEST ACKNOWLEDGES THEY HAVE READ IN ENTIRETY AND AGREE TO FOLLOW THE PET ADDENDUM PROVIDED BY APM. THIS DOCUMENT MUST BE SIGNED BY GUEST AND RETURNED TO APM WITHIN 48 HOURS OF RECEIVING.**

\_\_\_\_\_  
GUEST SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ASCENDIA PROPERTY MANAGEMENT AGENT

\_\_\_\_\_  
DATE

**\*ADA Service Animals**

APM acknowledges the rights of persons with disabilities to retain their service animal while staying in a Vacation Rental. In accordance with the Americans with Disabilities Act (ADA), individuals with disabilities have the right to be accompanied by a service animal in vacation rental properties. Service animals are defined as dogs that are trained to perform specific tasks or functions for individuals with disabilities. It is important to note that under the ADA, service animals must be harnessed, leashed, or tethered, unless doing so would interfere with the animal's ability to perform its tasks or the individual's disability prevents them from using these devices. In that case, the individual must maintain control of the animal through voice, signal, or other adequate controls. APM does not charge a fee for a Service Animal, however a reservation may incur charges for any damages or additional cleaning caused by the Service Animal.

**\*\*Emotional Support Animals**

APM does not not discriminate against individuals with a disability or disability-related need for an emotional support animal (ESA). In accordance with Florida Statute 760.27, APM reserves the right to request documentation to support the guest's disability and need for an ESA. Guests are liable for any damage done to the premises or another person on the premises caused by their ESA during their stay.

**ASCENDIA POOL ADDENDUM**

This Pool Addendum ("Addendum") is made and entered into on \_\_\_\_\_ by and between Ascendia Property Management ("Manager"), and the guest(s) ("Guest") renting the property located at: \_\_\_\_\_.

The Parties acknowledge that the property has a swimming pool ("Pool") and that the Guest will have access to the Pool during their stay. The Parties agree that the following rules and regulations must be followed to ensure the safety of all individuals using the Pool:

1. The Pool must be used at the Guest's own risk. The Owner and Manager are not liable for any accidents or injuries that may occur while using the Pool or in the Pool Area.
2. No diving or jumping into the pool.
3. Children must be supervised by an adult at all times.
4. No glass or sharp objects are allowed in the pool area.
5. No running or horseplay in the pool area.
6. No smoking in the pool area.
7. The pool is for the exclusive use of guests staying at the property.
8. No pets allowed in the pool area.
9. Any safety fences or alarms must be returned to their original positions before departure.
10. By using the pool, guests agree to abide by these rules and guidelines.

The Guest acknowledges and agrees to abide by these rules and regulations regarding the use of the Pool. The Guest further acknowledges and agrees that any violation of these rules may result in immediate termination of the rental agreement and forfeiture of any rental payments.

The Parties acknowledge that this Addendum is an integral part of the rental agreement and that any breach of the terms of this Addendum may result in legal action against the Guest.

**BY SIGNING BELOW THE GUEST ACKNOWLEDGES THEY HAVE READ IN ENTIRETY AND AGREE TO FOLLOW THE POOL ADDENDUM PROVIDED BY THE MANAGER. THIS DOCUMENT MUST BE SIGNED BY GUEST AND RETURNED TO MANAGER WITHIN 48 HOURS OF RECEIVING.**

\_\_\_\_\_  
GUEST SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ASCENDIA PROPERTY MANAGEMENT AGENT

\_\_\_\_\_  
DATE