This **Reservation Agreement** (the “Agreement”) is a legally binding agreement made and entered into as of the Reservation Date as listed on VRBO/ Homeaway/ AirBNB/ Owner Website/ Lodgify by and between the undersigned person(s) or company (the “Guest”) and the undersigned owner, manager or agent (“Rental Agent”), pursuant to which the Guest has booked a reservation at the residence described below (the “Property”), for the duration of the Rental Term for the Total Rental Fee and other good and valuable consideration as described herein.

**OCCUPANCY**

Guest agrees that no more than 2 persons per bedroom shall be permitted on the Property at any time during the Rental Term, all of whom shall comply with the conditions and restrictions imposed upon Guest under this Agreement and all governing authorities.

**CONDITION AND USE OF PROPERTY**

The Property is provided in “as is” condition. Rental Agent shall use its best efforts to ensure the operation of all amenities in the Property, such as Internet access, satellite or cable TV access or hot tubs, fireplaces as applicable. Rental Agent shall not be held responsible for such items failure to work, but will make every effort to correct any issues as reported as quickly as possible. Guest acknowledges that use of amenities such as hot tubs, pools, spas, fireplaces, decks, and the like may be potentially dangerous and involve potential risks if improperly used, particularly with regard to children and such use is at the Guest’s own risk.

Guest shall use the Property for residential purposes only and in a careful manner to prevent any damage or loss to the Property and keep the Property in clean and sanitary condition at all times. Guest and any additional permitted guests shall refrain from loud noise and shall not disturb, annoy, endanger, or inconvenience neighbors, nor shall Guest use the Property for any immoral, offensive or unlawful purposes, nor violate any law, association rules or ordinance, nor commit waste or nuisance on or about the Property. (Per Anna Maria Noise Ordinance Rules: **Quiet Time 10pm – 7am**)

**DEFAULT**

If Guest should fail to comply with the conditions and obligations of this Agreement, Guest shall surrender the Property, remove all Guest’s property and belongings and leave the Property in good order and free of damage. No refund of any portion of the Total Rental Fee shall be made and if any legal action is necessary, the prevailing party shall be entitled to reimbursement from the other party for all costs and fees incurred.

**ASSIGNMENT OR SUBLEASE**

Guest shall not assign or sublease the Property or permit the use of any portion of the Property by other persons who are not family members or guests of the Guest and included within the number of and as permitted occupants under this Agreement.

**RISK OF LOSS AND INDEMNIFICATION**

Guest agrees that all personal property, furnishings, personal affects and other items brought into the Property by Guest or their permitted guests and visitors shall be at the sole risk of Guest with regard to any theft, damage, destruction or other loss and Rental Agent shall not be responsible or liable for any reason whatsoever.

Guest hereby covenants and agrees to indemnify and hold harmless Rental Agent and their agents, owners, successors, employees and contractors from and against any costs, damages, liabilities, claims, legal fees and other actions for any damages, costs, attorneys fees incurred by Guest, permitted guests, visitors or agents, representatives or successors of Guest due to any claims relating to destruction of property or injury to persons or loss of life sustained by Guest or family and visitors of Guest in or about the Property and Guest expressly agrees to save and hold Rental Agent harmless in all such cases.

**DAMAGE INSURANCE**

All guests are required to purchase Accidental Damage Protection. Damage protection insurance provides travelers with coverage for accidental damage that could occur to a rental property during their stay. CSA damage protection insurance is part of Generali Global Assistance. If a damage deposit is withheld or more money is owed due to property damage, damage protection can help you be reimbursed. You must purchase damage protection at least 24 hours before check-in.

<https://www.vacationprotection.com/?aff=vpharenter&tab=Damage-Protection&utm_source=HA&utm_medium=site&utm_term=201305&utm_content=vacationprotection&utm_campaign=Hasecuritycenter>

**CANCELLATION POLICY**

 **Full Refund for any cancellation 90 days or more prior to arrival. No Refund for any cancellation less than 90 days prior to arrival.** Please note that we are a boutique operation that cannot easily write off lost income from cancellations, as large hotels and rental companies do. If you are concerned about the possibility of a last-minute cancellation or early departure, we strongly suggest that you take responsibility for this risk and obtain trip cancellation/interruption insurance. Generali Global Assistance is offering a travel policy that covers COVID 19.

See <https://www.generalitravelinsurance.com/position-statements/coronavirus.html>

**RELEASE**

Guest hereby waives and releases any claims against Rental Agent, the Property owner and their successors, assigns, employees or representatives, officially or otherwise, for any injuries or death that may be sustained by Guest on or near or adjacent to the Property, including any common facilities, activities or amenities. Guest agrees to use any such facilities or amenities entirely at the Guest’s own initiative, risk and responsibility.

**ENTRY AND INSPECTION**

Rental Agent reserves the right to enter the Property at reasonable times and with reasonable advance notice for the purposes of inspecting the Property or showing the Property to prospective purchasers, renters or other authorized persons. If Rental Agent has a reasonable belief that there is imminent danger to any person or property, Rental Agent may enter the Property without advance notice.

**UNAVAILABILITY OF PROPERTY**

In the event the Property is not available for use during the Rental Term due to reasons, events or circumstances beyond the control of Rental Agent, Rental Agent will apply due diligence and good faith efforts to locate a replacement property that equals or exceeds the Property with respect to occupancy capacity, location and value that meets the reasonable satisfaction of the Guest. If such replacement property cannot be found and made available, Rental Agent shall immediately return all payments made by the Guest, whereupon this Agreement shall be terminated, and Guest and Rental Agent shall have no further obligations or liabilities in any manner pertaining to this Agreement.

**ADDITIONAL TERMS TO THE RENTAL AGREEMENT**

In addition to the standard terms included herein, Guest acknowledges and agrees that the additional terms and conditions attached hereto apply to the Guest’s rental of the Property:

* Amenities and Equipment Liability Waiver & Damage Addendum
* Golf Cart Liability Waiver
* Pet Agreement and Registration (if applicable) (No Pets Allowed at SunKissed, Sea la Vie and Serendipity Deux)
* Terms and Conditions
* Privacy Policy

**GENERAL PROVISIONS**

### This Agreement contains the entire agreement between the parties with regard to the rental of the Property, and any changes, amendments or modifications hereof shall be void unless the same are in writing and signed by both the Guest and the Rental Agent. The laws of the State of Florida shall govern this Agreement. The words “Rental Agent” and “Guest” shall include their respective heirs, successors, and representatives. The waiver or failure to enforce any breach or provision of this Agreement shall not be considered a waiver of that or any other provision in any subsequent breach thereof. If any provision herein is held invalid, the remainder of the Agreement shall not be affected. Any notice under this Agreement shall be in writing and sent to the contact information included herein. This Agreement may be signed in one or more counterparts, each of which is an original, but taken together constitute one in the same instrument. Execution of a digital signature shall be deemed a valid signature.

### ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

Please read the following information carefully. By clicking the “Book” or 'I agree' button, you agree that you have reviewed the terms and conditions and consent to transact business electronically using an electronic signature system. If you do not agree to these terms, do not click the ”Book” or 'I agree' button.

### Electronic documents

Please note that Rysal Enterprises, LLC d/b/a Serendipity ("we", "us" or "Company") will send all documents electronically to you to the email address that you have given us during the course of the business relationship unless you tell us otherwise in accordance with the procedure explained herein. Once you sign a document electronically, we will send a PDF version of the document to you.

### Request for paper copies

You have the right to request paper copies of these documents sent to you electronically from serendipityannamaria@gmail.com. Alternatively, you also have the ability to download and print these documents sent to you electronically, and re-upload a scanned copy of the printed and physically signed documents. If you, however, wish to request paper copies of these documents sent to you electronically, you can write back to the sender.

**Property:**

Please **Check** Appropriate Property

|  |  |  |  |
| --- | --- | --- | --- |
|  | SerendipitySerendipity2SerendipityG Cloud 9SKYTripleTail |  | LimefishFanta SeaMintfishSunKissed Sea la VieOther: |

**Date of Stay:**

Arrival: 4 PM or later on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Departure: On or before 10 AM on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Sign & Date Below Please:**

**Guest:**

Printed Name:

Date:

**Owner/Rental Agent:**

**Rysal Enterprises LLC**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Printed Name:

Date: