



TERMS AND CONDITIONS

DEFINITIONS: GUEST is defined as reservation holder, family of reservation holder, friends of reservation holder, or guests of reservation holder. PROPERTY MANAGER is defined as Vacationado by Kajuka Properties, LLC. PROPERTY is defined as the address of property on the GUEST Reservation.

CANCELLATION: GUEST may cancel reservation in writing without obligation and is entitled to a full refund of any payments made if cancellation is requested within booking platform timeframes. If the booking platforms rules are nonexistent, the default cancellation policy is 30 days 100% refund, 30-14 days 50% refund, less than 14 days 0% refund.

PAYMENT: GUEST shall pay for the term of the stay as indicated in the reservation. If the premises are available PROPERTY MANAGER may extend the stay on a daily basis for a negotiated amount. Interest charged at a rate of 18 % per year on unpaid balance of rent, damages, attorney fees, court costs and any other charges due. All payment reservation deposits made through any booking platform or channel are required at time of booking. All final payments are required to be completed within the booking platform guidelines or 30 days prior to the check in date. If final payment is not initiated by GUEST, PROPERTY MANAGER will initiate the transaction through the payment method used for initial reservation deposit. If payment method is not funded GUEST will be provided notification and 24 hours to supply a different form of payment. If in 24 hours payment is not made the reservation will be canceled and GUEST will forfeit any previous deposit payment.

PAYMENT DISPUTES: GUEST forfeits the ability to dispute charges to their financial institution in the method of a Credit Card Dispute. Any Credit Card disputes initiated by GUEST will be sent these terms and conditions as proof of purchase and agreement to terms, additional charges may apply if dispute is filed.

SECURITY DEPOSIT: GUEST is providing PROPERTY MANAGER the authorization to charge your Credit Card up to \$2500 in Security Deposit during the rental agreement dates or within 7 days of the check out rental date for any breakages, damages, or broken rules as outlined in this document.

VACATING: At the expiration of this stay or any extension, GUEST shall peaceably surrender the premises and return other property to its original location, leaving the premises in good, clean condition, excluding ordinary wear and tear.

ATTORNEY'S FEES: In the event any dispute arises, PROPERTY MANAGER shall be entitled to collect reasonable costs and attorney's fees, at trial and on appeal. Any dispute filed will reside in the county of the PROPERTY address documented in the reservation.

SEVERABILITY: In case that any part of these terms and conditions should be declared void or invalid, this will not have any effect on other parts of these terms and conditions, which can be in effect without the invalid terms; and therefore, these terms and conditions shall be deemed separable.

INDEMNIFICATION: GUEST agrees to reimburse PROPERTY MANAGER upon demand in the amount of the loss, property damage, or cost of repairs or service (including plumbing issues) caused by negligence or improper use by GUEST. GUEST at all times, will indemnify and hold harmless PROPERTY MANAGER and property owner(s) from all losses, damages, liabilities and expenses which can be claimed against PROPERTY MANAGER 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.

HURRICANE: If traveling between May and December, please note that this is hurricane season. PROPERTY MANAGER is not required to rebate stay in the event of a voluntary or mandatory evacuation. There are no warranties, liabilities, or weather guarantees.

SUBLET: The PROPERTY or any part thereof may not be sublet to another party without the written consent of PROPERTY MANAGER.

ADDITIONAL RULES: The reservation is confirmed with the understanding that GUEST will adhere to the rules and regulations set by any government municipality, individual condominium, homeowner associations, and the Property Handbook/Welcome Guide - <https://www.vacationado.com/welcomeguide>

TRASH/RECYCLING: All rules in the welcome guide referring to pickup schedule, storage of bins, and any fines associated will be billed to the GUEST security deposit authorization amount in the case a fine is levied.

DAMAGES/MAINTENANCE/INSPECTION: GUEST agrees that upon initial entrance of the unit, between the hours of 4pm and 8pm EST on the day of check in, the premises have been fully inspected and accepts the condition of the premises with no warranties or promises express or implied. GUEST shall maintain the premises in good, clean, and tenantable condition throughout the tenancy, use all electrical, plumbing, heating, cooling, appliances and other equipment in a reasonable manner, removing all garbage in a clean and sanitary manner. In the event GUEST causes any damage to the premises PROPERTY MANAGER will repair the same and GUEST shall pay for the expenses of the same on demand. In the instance that damage causes the next entering guest to cancel a reservation those incurred monetary losses will also be covered by the current GUEST. In the event a major repair to the premises must be made which will necessitate the GUEST vacating the premises will terminate the reservation and GUEST agrees to vacate the premises holding PROPERTY MANAGER harmless for any damages suffered, if any. GUEST shall notify PROPERTY MANAGER immediately of any maintenance or repair needed, in writing. In the event of equipment malfunction at the PROPERTY, PROPERTY MANAGER will expedite repairs as quickly as possible. It is GUEST responsibility to advise PROPERTY MANAGER immediately of any condition or maintenance issue that GUEST discovers at the PROPERTY during the 4pm to 8pm check in period. This will prevent from charging the GUEST for damages that were not incurred during the stay. No cost adjustment can be made for circumstances beyond control or malfunction or loss of use of equipment or amenities.

EMERGENCY RIGHT OF ENTRY: PROPERTY MANAGER has immediate right of entry in cases of emergency, or to protect or preserve the premises. GUEST shall not alter or add locks. Any authorized employee, licensed sales 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 after an attempt to notify GUEST. No response from GUEST will provide the right to enter.

LOST ITEMS/LIABILITY/RISK OF LOSS: PROPERTY MANAGER is not responsible at any time for any items left at any PROPERTY. If by inspectors and/or cleaning staff, returns will be held at our office 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 PROPERTY MANAGER is not liable in the event of any camera malfunction. GUEST is aware and understands that PROPERTY MANAGER is not responsible or liable for

any of GUEST'S personal property present on premises of PROPERTY. All GUEST personal property shall be at the risk of the GUEST. PROPERTY MANAGER 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, these terms and conditions shall cease and terminate as of the date of such condemnation or destruction and GUEST hereby waives all claims against PROPERTY MANAGER for any damages suffered by such condemnation or destruction.

FALSIFIED RESERVATIONS: Any reservation obtained under false pretense will be subject to forfeiture of advance payment, deposit, and/or any monies, and the party will not be permitted to check-in.

RADON GAS: Radon Gas is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. PROPERTY MANAGER makes no representations about the existence of radon gas on the subject.

MAXIMUM OCCUPANCY: Maximum number of guests for each PROPERTY as defined by the booking platform includes all persons staying at the PROPERTY, no matter age. The default maximum is 5 guests, unless otherwise noted on the booking platform or written approval is obtained by GUEST from PROPERTY MANAGER. Additional overnight guests in excess of the Maximum occupancy will result in forfeiture of all payments including security deposit authorization amount and GUEST will be asked to leave the premises. GUEST attests that he/she is over 25 years of age.

SPECIAL EVENTS: A Special event is defined as any gathering with greater than 6 people at the PROPERTY at any time. Special events are not allowed and if determined GUEST is holding a special event GUEST and all present will be requested to leave the PROPERTY and forfeit all payments including security deposit authorization amount, unless prior written approval has been obtained.

SMOKING. The accommodation provided is a non smoking unit, including but not limited to tobacco, vaping, marijuana, or any related paraphernalia. Including but not limited to any interior or exterior evidence such as smells, cigarette butts, ashes, vaping stains. GUEST will be responsible for additional housekeeping charges of \$500 resulting from smoking inside the unit.

FURNISHINGS: GUEST understands that the accommodation is a privately owned dwelling with the owner's furnishings and neither PROPERTY MANAGER nor the owner will be responsible for providing any additional furnishings not available at the PROPERTY.

ANIMALS: In the event GUEST has animal(s) at PROPERTY that have not been disclosed and authorized; this action will cause forfeiture of all payments including security deposit authorization amount, and GUEST will be required to vacate the PROPERTY immediately and GUEST will be liable for any damages caused by animal(s). Animals(s) will be allowed ONLY if written permission is granted by PROPERTY MANAGER and GUEST will be fully responsible for the actions of said animal(s). Any false statements concerning animal(s) such as species, breed, weight, number, will result in the GUEST being requested to vacate and forfeiture of all payments including security deposit authorization amount. Any damages caused by pets will be charged to the security deposit authorization, to include but not limited to pet waste cleanup inside or outside the house, destruction of any kind at the PROPERTY, inside or out. Guest acknowledges that the animal(s) is/are properly licensed and insured and GUEST takes full responsibility for any action of the animal(s) while the guest resides on the premises, including biting actions.

EXCLUSIVE USE OF PROPERTY: Use of premises is strictly limited to private residential 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, or

guests. GUEST must vacate the PROPERTY and return it in proper condition and without any property damages to PROPERTY MANAGER . 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 consumption, money laundering operations, organized crime or any illegal activity whatsoever. GUEST is not allowed to store/keep/handle on premises of 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. GUEST is obligated to keep the PROPERTY secure. At the time of check-in PROPERTY MANAGER will explain all locks and security installations and proper use; all damages resulting from carelessness or misuse will be charged to GUEST . GUEST shall maintain the premises in a clean and sanitary condition and not disturb surrounding residents 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 charged to GUEST.

VEHICLES: Maximum of 2 vehicles at PROPERTY at any time. RVs, Trailers, Boats, U hauls, Semis, and work trucks require approval. Without proper approval any fines levied by the county will be drawn from the security deposit authorization amount. Any denial of request to remove the vehicle may result in requiring GUEST to vacate the PROPERTY.

QUIET ENJOYMENT: GUESTS agree not to violate quiet enjoyment and privacy of the surrounding properties. PROPERTY MANAGER is not responsible for the actions of other property owners in the area. Quiet hours are from dusk until dawn. Any exterior use of the PROPERTY must comply with county ordinances for noise control.

PEST CONTROL: Properties are treated for pests. PROPERTY MANAGER 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.

HOUSEKEEPING: There is no daily housekeeping service. Linens and bath towels are included and refreshed per stay; daily maid service is not included in the rate. Cleaning practices follow CDC guidance.

DEFAULT: In the event of nonpayment or in the event of any breach of any of the conditions, stipulations, promises or covenants as set forth, the GUEST'S right of possession of the PROPERTY shall forthwith terminate with or without notice or demand and the retention or possession thereafter by the GUEST shall constitute an unlawful detainer of the PROPERTY. In such event, the GUEST shall become a GUEST at sufferance, thereby waiving all rights of notice to vacate said PROPERTY and PROPERTY MANAGER shall be entitled to re-enter and retake possession immediately of the PROPERTY with or without legal proceedings.

JOINT AND SEVERAL: If more than one individual, firm or corporation shall join as GUEST , the covenants of GUEST shall be the joint and several obligations of each party signing as GUEST, and when the parties signing as GUEST are partners, the covenants shall be the obligation of the firm and of the individual members thereof.

SHORT TERM DURATION: GUEST represents and warrants to PROPERTY MANAGER, and PROPERTY MANAGER acknowledges and agrees, that it is their intention that GUEST'S occupancy will be temporary. The parties agree that this agreement shall not be governed by chapter 83 of the Florida Statutes but is governed by Chapter 509 of the Florida Statutes for Lodging and Food Services.