

RENTAL AGREEMENT AND RENTAL POLICIES

This rental agreement is entered into between MIDNIGHT COVE REALTY, INC. (hereinafter referred to as "AGENT" and the undersigned renters (hereinafter referred to as "RENTER(S)").

Midnight Cove Realty is a rental management company for the Midnight Cove Condominium Association and its owners in the rental program located at 6302 Midnight Cove Rd., Siesta Key, Sarasota, FL 34242.

The following rules and regulations pertaining to the use of the condominium units is for the renters and guests to have the maximum enjoyment from the use, as well as securing the investment of the owner's property. Renters and guests are expected to respect the private property of the unit as well as the buildings and grounds.

The rental agreement must be signed immediately to confirm a reservation. RENTER may sign electronically or sign, scan and email to myvacation@midnightcove.com, fax to 941-349-4398 or mail to address provided above. RENTER will not be provided with keys to the unit until agreement is completed and signed.

ARRIVAL AND DEPARTURE GUIDELINES: Check in time is 3:00 p.m., however in the event of high volume same day turnovers, units may not be ready for occupancy before 5 p.m. Management will be diligent in checking the RENTER in as soon as possible. RENTER is prohibited from entering the unit until it has been cleaned and inspected. Arrivals on Saturdays, Sundays and weekdays after 5 p.m. will obtain keys to the unit in a lockbox adjacent to the front door of rental office. A lockbox code will be mailed or emailed to RENTER after reservation has been made. Due to limited space on the property and during high volume same day turnovers, parking passes will not be issued and use of property facilities will be prohibited until 3 p.m.

Check out time is 10 a.m. NO EXCEPTIONS. No refund is provided for early departures or late arrivals. Late check-outs will be charged a half day's rent. All keys need to be returned to the office. They cannot be left in the unit. Upon departure, unit should be in same condition as it was upon arrival, with the exception of normal use. All food, trash and excessive sand need to be removed from the unit; all linens should be cleaned with the exception of those linens and towels used the morning of the departure. Up to a maximum of three normal loads of soiled laundry is allowable to leave behind. All beach towels must be laundered, folded and placed in original location. All windows and doors must be closed and completely locked.

OCCUPANCY AND REGISTRATION POLICY: Maximum number of occupants vary for units. This is clearly stated on the website and reservation confirmation. Occupants under 25 years of age shall not occupy any unit unless an adult over 25 is registered and occupies same unit. If this policy is violated, RENTERS will be evicted.

Beach and pool lounges, chairs and umbrellas are the sole property of the Midnight Cove Condominium Association and there is a limited amount of these items available. During high volume periods, beach chairs, lounges and umbrellas are provided for the number of guests registered with the unit. AGENT recommends if RENTER shall have guests for the day, the guests should provide their own chairs and umbrellas.

A valid photo I.D. is required when registering at the rental office. All vehicles are required to be registered and names of all occupants in unit are to be included on this agreement. Any guest of renter is required to register and provide a valid photo I.D. at the rental office.

RENTAL UNIT POLICY: Due to unforeseen circumstances, confirmation of a reservation may not guarantee a specific unit. The best accommodations consistent with the number of occupants and length of stay will be provided. If a reserved unit becomes unavailable, another unit may be located or a full refund will be provided.

All units are privately owned, so rates, descriptions, bed sizes, furnishings, etc. may change without notice, due to malfunctions or owner changes. We strive to maintain everything in good working order, but neither AGENT or owner IS obligated to give refund for the failure or absence of any item, for any public utility and maintenance being performed by Midnight Cove Association during RENTER'S stay. Rental unit furnishings are the property of unit owners. RENTER is prohibited from removing any items from the unit.

DEPOSITS: An initial deposit of \$345 is due when reservation is made. A second deposit of 50% of the remaining balance is due 60 days prior to arrival. If the deposit is not collected 60 days prior to arrival date, RENTER is risking a cancellation with no refund. In cases of a reservation being made 90 days or less prior to the arrival date, the initial deposit will be 50% of the total balance. RENTER is responsible for making timely payments and shall not assume Midnight Cove Realty, Inc. will call or send any reminder notices.

PAYMENT OF RENT: The balance of the rent is due upon arrival. If office is closed upon arrival, the rental balance must be paid in full the next business day. For Saturday arrivals, the rental balance is due on Monday. In case Monday is a holiday, the next business day. No exceptions. Payment is accepted with Visa, Mastercard, personal checks, money orders, cashier's checks and cash. Midnight Cove Realty reserves the right to charge the RENTER'S credit card for full balance of rent if payment is not made per the policy of this agreement.

Returned checks will be charged \$45.00 return check fee and balance will be required with a credit card or cash.

ACCIDENTAL RENTAL DAMAGE INSURANCE: In lieu of paying a security deposit, Midnight Cove Realty includes Accidental Rental Damage Insurance on every reservation and is due when initial deposit is made. For an affordable NON-REFUNDABLE \$45 fee, this plan covers up to \$1500 in accidental damage to the rental property or its contents, if caused by a registered guest.

For complete details, please refer to the enclosed Description of Coverage. You must notify us of any damage or theft to the unit during your occupancy, or this plan is void and you will be held responsible for any damage to the unit. For questions about the Accidental Rental Damage Insurance, please contact Travel Guard **toll-free at 1-866-221-8080, and refer to product #007689.**

LOCKOUT POLICY: In the event a RENTER is locked out of the unit during the rental period, the RENTER can borrow a key by coming to the office during business hours. After business hours, the guest must call the posted emergency number. An AGENT or locksmith will meet the guest at the office. A lockout charge is payable directly to the AGENT/locksmith for obtaining entry to the unit after business hours. AGENT advises renter to keep keys in their possession at all times as front doors will automatically lock behind them.

CANCELLATION POLICY: A cancellation request must be made in writing. If cancellation is made more than 60 days prior to arrival date, a refund will be made to the renter minus a \$75.00 cancellation fee. If cancellation is made less than 60 days of the arrival date, no refund is provided. If unit is re-rented for the entire time period, refund will be issued minus the \$75.00 fee. If renter requests a change in dates or change in unit less than 60 days of the arrival date, the same policy applies.

TRAVEL INSURANCE: In the event the unit becomes unavailable or uninhabitable due to naturally occurring events or entities, severe weather conditions, hurricanes and mandatory evacuations, any deposits and pre-paid rent will not be refundable. It is recommended the renter purchase travel and trip cancellation insurance to cover financial losses from cancellations.

Purchasing trip insurance covers you from losses you may incur due to unforeseen circumstances, such as unexpected health issues, death, inclement weather, or jury duty. Trip Insurance may be added up to 30 days prior to arrival. Trip insurance is offered at a cost of 7% of your total rental cost. We recommend that you purchase this insurance. Please refer specific questions to 1.877-254-8842 and use product code 008085 P2.

MAINTENANCE: Renter is required to report any deficiency or damage in the unit immediately after checking in (within 24 hours). If office is closed when discovery is made, renter should immediately call the office at 349-3004 and leave a detailed message on the office voice mail. Renter may be held responsible for not reporting any issues in a timely manner. Renter may be held responsible for neglecting to operate appliances in the proper manner and use for which they are intended. AGENT will do everything possible to keep all equipment in satisfactory working condition, however it is impossible to guarantee that all appliances will be in working order 100% of the time. Any deficiencies will be corrected as soon as humanly possible. Refunds or discounts will not be provided for any maintenance issues that occur in the unit.

Occasionally, the Midnight Cove Condominium Association will be required to perform necessary maintenance projects on the property during various times of the year. Maintenance staff will do the best they can not to disturb the RENTER'S vacation, however there is no guarantee maintenance will not be performed on the property during RENTER'S stay. Rental staff will inform RENTER of any projects as soon as they are notified by the condominium association. There will be no refunds or discounts during any repair or maintenance projects.

SUBLETTING: Subletting the unit is not permissible and renter is not allowed to turn over the keys to the unit to any other party that is not included on this agreement.

PETS: RENTER is not allowed to have any pets occupy the unit or the Midnight Cove property.

SECURITY: To prevent theft or vandalism of the owner's private property and contents, RENTER is required to lock the unit when it is unoccupied and keep the keys in their possession. RENTER will be held financially responsible if any theft or vandalism occurs in the case of leaving the unit unsecured or if RENTER vandalizes, steal or damages any portion of the unit, its contents and the Midnight Cove buildings and grounds.

PARKING AND VEHICLES: One assigned parking space is available per unit. One additional guest parking space is available on a first come, first serve basis and RENTER must register the additional vehicle. RENTER

is prohibited from parking boats, boat trailers, motorcycles, recreational vehicles or trucks in the parking areas. These vehicles need to be stored off the property no later than 24 hours after arrival.

WHAT YOU SHOULD BRING: All of our units are individually owned in a condominium association and decorated to the owners taste. They are equipped with our standard inventory including beach towels, bed linens, bath towels, cookware, dishes and kitchen utensils. Please care for these items as if they were your own. You will need to provide for the following items, as they are not included in the standard inventory: Kitchen staples, condiments, toilet paper (one roll in each bathroom provided at check-in), paper towels and napkins, bath soap, (small bar provided in each bathroom) aluminum or plastic wrap, garbage bags (one provided), dish detergent, laundry detergent or cleaning supplies.

RENTER assumes responsibility for loss or theft of personal property while staying at Midnight Cove Condominiums. RENTER agrees to indemnify and hold and save AGENT free and harmless from any and all losses, damages or injuries to person or property, or claims, actions, obligations, liabilities, costs, interests, expenses and fees by reason of any cause whatsoever when AGENT is carrying out the provisions of the Agreement.

Rates and fees are subject to change without notice. MIDNIGHT COVE REALTY, INC. is AGENT of owner and will be compensated solely by the owner. All deposits, prepaid rates and rates may be placed in an interest bearing account. RENTER agrees and understands that the interest earned on these funds will accrue to the benefit of MIDNIGHT COVE REALTY, INC.

I have read the above information and agree to abide by RENTER'S requirements and obligations and AGENTS policies that are part of this agreement. I agree to make all payments on time as described in this agreement and understand if I fail to do so, I may risk cancellation or eviction. I also understand my reservation is not confirmed and I am unable to occupy any unit until this agreement is signed and returned to AGENT with my required deposit as defined on the attached reservation confirmation. I agree to provide valid photo identification when requested.

RENTER SIGNATURE: DATE:

NAMES OF ALL PERSONS OCCUPYING UNIT:
