

## RENTAL AGREEMENT

**Thank you for choosing WindsorMouseHouse for your upcoming stay!**

This Agreement constitutes a contract between the guest(s) (herein “Guest”) and WindsorMouseHouse LLC (herein “WMH”). Please read this Rental Agreement and Docusign within 3 business day. WMH will not guarantee your rental or release your final Welcome Letter confirmation without a signed Rental Agreement.

Should you have any questions, email us at windsormousehouse@gmail.com.

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

Home Address: \_\_\_\_\_

Cellphone # (during stay): \_\_\_\_\_

Email Address: \_\_\_\_\_

Arrival DD/MM/YYYY: \_\_\_\_\_

Departure DD/MM/YYYY: \_\_\_\_\_

Total Reservation Amount: \_\_\_\_\_

Guest 2 Name \_\_\_\_\_

Guest 3 Name \_\_\_\_\_

Guest 4 Name \_\_\_\_\_

Guest 5 Name \_\_\_\_\_

Guest 6 Name \_\_\_\_\_

Guest 7 Name \_\_\_\_\_

Signature \_\_\_\_\_

*Your signature (including typed) signifies your acceptance of the Rental Agreement*

### **GUEST RESPONSIBILITIES**

- **It is Guest’s responsibility to fully read and comprehend the rental agreement and be entirely compliant with all rules, regulations, and policies WMH has outlined in the agreement.**
- The maximum number of people at the condo may not exceed 2 adult guests per bedroom. Exceeding the maximum occupancy at a property may result in eviction with no refund. Guest is never permitted to host a party or event at the vacation property (herein “Premises”).
- Departure time is 10am. Failure to leave at the designated time may result in an \$100 late departure charge to your security deposit.
- Guest is responsible for replenishing their own additional paper products during their vacations stay (i.e. paper towels, trash bags, toilet tissue).

- Towels and linens in the home are provided by WMH for your use and enjoyment. If any linens in the home are missing or damaged due to misuse, you will be charged for the replacement.
- Guest is responsible for picking up and bagging all trash in the home. Failure to comply with the Resort trash policy may result in an additional charge to your security deposit.

## TERMS AND CONDITIONS

These Terms & Conditions are incorporated into and made a part of the Rental Agreement entered into between Guest and WMH,

**1. Reservation Confirmation.** Reservations are not confirmed or considered “guaranteed” until a signed Rental Agreement and initial payment are received by WMH. Reservations require a non-refundable 25% deposit (herein “Deposit”) if booked more than 30 days before arrival. The remaining 75% balance is due at least 30 days prior to your check-in date. Any reservation booked less than 30 days from arrival will require payment-in-full but will not be confirmed or considered “guaranteed” until a signed rental agreement is also received by WMH.

**2. Cancellations.** You may cancel your reservation at any time. Cancellations must be in writing (e-mails sent to windsormousehouse@gmail.com are acceptable) and are effective only upon receipt by WMH. It is the responsibility of Guest to retain proof of any such cancellation. We reserve the right to treat your booking as cancelled if we do not receive the balance by the due date.

If Guest cancels for any reason other than Force Majeure or WMH cancels due to non-payment of balance due non-receipt of signed rental agreement, the following cancellation charges will apply:

- 30 days or greater from date of arrival = Full refund less non-refundable Deposit
- Less than 30 days from date of arrival = No refund (see Conditional Refund below)

**Conditional Refund** less than 30 days from date of arrival; In the event we can fill your cancelled dates with another reservation, you will be refunded for the occupied days the new reservation overlaps with your originally booked dates less your Deposit. This conditional refund will be processed 7 days after your original departure date.

**3. Nature of Use.** Guest is hereby granted a license to use the Premises solely as a private residence for the period from the arrival date to departure date. Guest acknowledges and agrees that no form of tenancy has been created pursuant to Chapter 83, Florida Statutes through Guest use of the Premises. Premises shall always remain under the direct control of WMH.

**4. Payment.** All reservations booked more than 30 days from arrival require a 25% Deposit toward the full balance of the reservation. WMH must receive payment-in-full at the agreed upon rate not later than 30 days prior to Guest arrival. Payment-in-full also includes a cleaning fee, refundable security deposit and state taxes.

If a reservation is made within 30 days of arrival date, Guest must make payment in-full at the time the reservation is made. WMH will not confirm any reservation within 30 days of the arrival date unless payment-in-full has been received AND the Rental Agreement has been signed.

**5. Age Requirement.** Guest under the age of 21 unaccompanied by a parent or legal guardian will not be permitted to rent or occupy the Premises. Any reservations made under false pretenses will result in loss of all payments and removal from the Premises.

**6. Reservation Changes.** The Guest can change the dates of stay (not number of days) without a fee only if the new dates are available and are no more than 3 months from the original arrival date. However, Guest must agree to a price per day increase if the new dates fall within a higher price tier at prevailing rates. Only one reservation date change will be allowed. Any date changes must be made more than 30 days before arrival. No changes will be allowed within 30 days from arrival.

**7. Agency of Florida Dream Management Company.** Guest acknowledges and agrees that Florida Dream Management Company (herein "Florida Dream") acts as agent on behalf of the WMH of the Premises for the purpose of managing its use and maintenance.

**8. Prohibited Uses.** Only Guest and persons identified in the Rental Agreement as a Guest party may use or occupy any part of the Premises. Guests may not invite other persons to make use of the Premises or the amenities related to such Premises unless approved by WMH. Smoking is not permitted in any part of the Premises including the balcony. Failure to comply with WMH's non-smoking policy will result in a cleaning charge to the security deposit. Parents are solely responsible for supervising their children on the Premises, including the pool, water park, etc. Adult supervision is required at all times when children are using the pool.

**9. Pets.** Guest acknowledges that NO PETS or animals of any nature are permitted on the Premises. If pets or animals are found to be occupying the Premises, Guest will be subject to a cleaning charge fee, immediate removal of ALL Guests including loss of all remaining payment, and any other rights and remedies for violation of these Terms & Conditions.

**10. Check-In/Check Out.** Check-in at the Premises is after 4pm and Check-out is before 10am unless otherwise arranged with WMH before your arrival. Follow the instructions in your Welcome Letter confirmation to check-in at the Resort security gate and unlock the Premises during your stay dates. Guests are requested to close all windows and

doors and lock the door when not in the property. Failure to depart by 10am preventing the cleaner access may result in a \$100 charge to your security deposit.

- 11. Right to Refuse Occupancy and Removal of Guest.** If Guest violates the terms and conditions of occupancy of the Premises, including without limitation, failure to pay as agreed, failure to check out of the Premises at the time set forth herein (or if such time is extended and agreed to by both parties in writing), causing damage to the Premises, or engaging in prohibited use of the Premises, and Guest fails to pay for, or vacate the Premises upon written or oral request, Guest may be summarily removed without refund with the assistance of a Florida law enforcement officer in compliance with Section 509.141(4), Florida Statutes. WMH reserves the right to refuse service to any guest for any reason, provided, however, that such refusal shall not be based on race, creed, color, sex, physical disability or national origin.
- 12. Force Majeure.** In the unlikely event we need to change or cancel your booking due to unforeseeable circumstances making it impossible or impractical for WMH to provide accommodations to the Guest, we will inform you as soon as possible and will refund 100% of payments (including Deposit) received by Guest. We reserve the right to cancel any bookings at any time. This includes cancellations due to federal or state of Florida COVID related restrictions preventing/blocking the Guest from entering Florida to access the Premises. It also includes cancellation if the Guest contracts COVID and is unable to travel. It does not include restrictions limiting travel or access to other services including but not limited to self-quarantines, attraction or park closures, airline changes, event cancellation.
- 13. Furnishing/Linens/Appliances.** Furnishings, Appliances, Linens, Utensils and any personal property “herein Personal Property” of the Premises are subject to change without notice. Any Personal Property supplied with the Premises must not be taken off premises or moved. Loss of Personal Property, as well as damage in excess of normal wear, will be charged to the Guest. If any Furnishings need to be moved back to original placement, there will be a per hour charge to the Guest.

A basic supply of Linens is provided in each property. Bed linen and bath towels are not changed during your stay. The startup kit of soap, toilet tissue, trash bag, paper towels, dishwashing detergent etc. are not replenished. Laundry detergent and toiletries are not provided.

The HVAC unit is set to a comfortable 69° min cooling temperature and 79° max heating temperature to prevent the evaporator coil from freezing and shutting down the unit. Please contact us in advance if adjustments need to be made.

- 14. Cleaning.** Each reservation includes a home cleaning fee. The Premises will be cleaned and inspected prior to your arrival. Daily housekeeping is not provided. It is the responsibility of Guest to maintain the cleanliness of the home during the term of a stay. At the end of Guest stay, the Premises will be cleaned by a professional cleaning staff for

the next guest. This will include washing bed linens, towels, and dishes, as well as vacuuming and sanitizing the kitchen, bathrooms, living room, and bedrooms. While the Premises will be cleaned after a guest departure, Guest is required to leave the Premises in a comparable condition as it was found and responsible for picking up and bagging all trash in the home; failure to do so may result in an additional clean fee charged to the Guest.

**15. Indemnification.** Guest hereby agrees to indemnify and hold WMH and its agents harmless for injuries or other losses to Guest and other persons and property that may occur in connection with Guest's use of the Premises. Guest further agrees that WMH and its agents are not under any obligation for the safekeeping of any moneys, jewelry or other personal property belonging to Guest, nor is WMH and its agents liable for any loss in connection with any such items, or for providing security for the Premises. WMH makes every effort to ensure all property information is up-to-date and accurate; however, Guest agrees to indemnify and hold WMH harmless for any property information errors or changes due to maintenance, replacement or removal of items from the Premises.

**16. Damages and Security Deposit.** A refundable security deposit of \$200 must be paid along with your final balance due regardless of the length of your stay. This is to guard against any possible damage, loss, or excessive cleaning to the Premises that is incurred during your rental period in excess of normal wear and tear. The security deposit will be refunded within 28 days after your vacation ends provided no withholding were required. However, this refund is normally done within 7 days.

Please note, Guest liability in respect to the repair or replacement of missing or damaged items is not limited to the security deposit amount. That's why it is so important the Guest thoroughly checks the Premises and reports any problems or deficiencies to Florida Dream within 24 hours of arrival. Loss or damage discovered by Florida Dream that could have been fixed during your stay but not reported may incur and additional 25% added surcharge due to the added disruption to the next guest.