

These Terms and Conditions are incorporated into and made a part of the Rental Agreement entered into between GUEST and Davis Properties/Corvina Cove (hereinafter "Corvina Cove".)

1. **Reservation Confirmation.** Reservations are not confirmed or considered "guaranteed" until a signed rental agreement and initial payment are received by Corvina Cove. Reservations will require a \$200.00 initial payment (and \$49 damage policy payment) if booked more than 30 days before arrival. 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 Corvina Cove.

2. **Fees, Deposits and Taxes.** The following fees and taxes are applicable for the rental of Corvina Cove. Required fee is a \$95 cleaning fee and a \$49 (minimum) Property Damage Protection plan, which is an insurance policy in lieu of a damage waiver, and is not a refundable damage deposit. A \$100 pet fee may be required, and all pets must be approved prior to arrival. These fees are non-refundable. The tax rate in Florida is 12% for vacation rentals, which includes a 7% sales tax and 5% room tax. Tax is required. **Note: the property damage protection plan does not absolve guests from responsibility for damage to the property.** Any damage exceeding the coverage or any damage not covered is the responsibility of the guest, and will be billed accordingly.

3. **Cancellations.** Cancellations may only be made in writing (e-mails sent to reservations@corvinacove.com are acceptable), and are effective only upon receipt by Corvina Cove. It is the responsibility of Guest to retain proof of any such cancellation. Any cancellation received 31 days or more prior to Guest's arrival date are refundable, except for \$200.00 deposit. No refunds will be issued to any Guest that cancels a reservation within 30 days of arrival date. A Guest's reservation will automatically be cancelled if payment is not made in full 30 days prior to arrival or if a rental agreement has not been signed and received by Corvina Cove. The \$49 damage policy is also refundable under this cancellation policy. We strongly recommend that you purchase travel insurance for your trip. One option is CSA travel insurance, which we are not affiliated with, and provide the name as a convenience.

4. **Nature of Use.** Guest is hereby granted a license to use the Premises. Guest acknowledges and agrees that no form of tenancy has been created pursuant to Chapter 83, Florida Statutes through Guest's use of the Premises.

5. **Payment.** All reservations books more than 30 days from arrival will require an initial \$200 payment toward the full balance of the reservation. Corvina Cove must receive payment in full for Guest's use of the Premises at the agreed upon rate not later than 15 days prior to Guest's arrival. If payment has not been made 15 days prior to arrival date, the reservation is subject to cancelation without refund. If any reservation is made within 20 days of Guest's arrival date, Guest must make payment in full at the time such reservation is made. Corvina Cove will not confirm any reservation within 30 days of the arrival date for such reservation unless payment in full has been received and the rental agreement has been signed. The PDP damage policy payment will also be collected at the time of the deposit.

6. **Age Requirement.** Guests must be a minimum of 21 years of age to rent or occupy Corvina Cove. Any reservations made under false pretenses will result in loss of advance payments and removal from the premises.

7. **Management Company.** Guest acknowledges and agrees that a Management Company acts as agent on behalf of the Owner of the property (the “Premises”).

8. **Prohibited Uses.** Only Guest and persons identified in the Rental Agreement as a member of the Guest's 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 for any reason whatsoever, including parties.** No pets or animals of any nature are permitted on the Premises without prior authorization. If a pet or animal is found to be occupying the Premises, Guest will be subject to all other rights and remedies of Owner for violation of these Terms and Conditions, and, in addition a \$500 cleaning fee. Smoking is not permitted in any part of the Premises, including on pool deck. If evidence of smoking is found on the Premises, Guest will be subject to all other rights and remedies of Owner for violation of these Terms and Conditions, and, in addition a \$500 cleaning fee. Grills should only be used on the lawn outside of the pool screen, and not inside any other part of the Premises including, without limitation, inside the house, in the garage, or on the pool deck. Guests are solely responsible for using appropriate safety precautions in using grills on the Premises, and shall be liable for all damage resulting from misuse of any grill. Parents are solely responsible for supervising their children on the Premises, including the pool area. Adult supervision is required at all times when children are using the pool. A child safety fence is provided for the safety of children, and it is recommended that Renters use it. Renters must be 21 years of age and hold a major credit card (not debit card) in their name.

9. **Pets.** Corvina Cove is Pet Friendly (DOGS ONLY, maximum of 2, **prior breed and size approval required.**) The owner/management will require prior approval of breed and size of the pet. If pets or animals are found to be occupying the Premises without authorization, Guest will be subject to all other rights and remedies for violation of these Terms and Conditions, and in addition a \$500 cleaning fee will be billed to the guest. Pet owners are required to pick up after their dogs in the yard, and any accidents that may occur inside (a small carpet cleaner is provided for your convenience.) Failure to clean up after your dog may result in additional cleaning fees. Owners are responsible for any damage done to the Premises by your dogs. Dogs are not to be left unattended in the yard at any time. Please use good judgment for leaving dogs alone in the house for any length of time, dogs can be scared in unfamiliar places and could do significant damage (which you are responsible.) A small kennel is provided to keep them comfortable and the house safe for short periods. If you are going to be gone all day, your dogs SHOULD NOT be left at the house all day alone. If going to Disney, we highly recommend Best Friends Pet Care. They are right on Disney property and will take great care of your friend. This is where we take our own doxies.

10. **Check In/Check Out.** Check in at the home is after 4:00 p.m. and check out from the home is before 10:00 a.m. Guest may proceed directly to the Premises for check in. Guests will be provided an electronic code that operates the front door during the duration of their stay. Failure to depart by 10:00 a.m. may result in a \$75.00 charge.

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 rent as agreed with Corvina Cove, failure to check out of the Premises at the time set forth herein (or if

such time is extended at Corvina Cove's sole option, at the time otherwise agreed to by Guest and Corvina Cove 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 by Corvina Cove, Guest may be summarily removed with the assistance of a Florida law enforcement officer in compliance with Section 509.141(4), Florida Statutes. In addition, in the case of a large unpaid bill for rental of the Premises where Corvina Cove reasonably determines that such an unpaid bill may not be paid by Guest, Corvina Cove may elect, in addition to all other remedies available to Corvina Cove, to lock Guest out of the Premises until payment arrangements are made in accordance with Section 509.401, Florida Statutes. In the event a guest fails to depart from the home on time at 10:00 am, forcing Corvina Cove not to be able to clean and prepare the home for the next arriving guest that day and having to move that guest to another home, the departing guest agrees to pay damages and cost incurred by Corvina Cove. Corvina Cove 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. Unforeseeable circumstances may arise which make it impossible or impractical for Corvina Cove to provide the anticipated accommodations to Guest. Such circumstances may include, but not be limited to, scheduling problems, equipment failure, as well as a fire or other casualty at the Premises. In such a circumstance, Corvina Cove will do their best to attempt to assist Renter in finding another property of equal accommodation. In other circumstances such as acts of God, acts of war, acts of terrorism, hurricanes, wind storms, fires or other natural occurrences, said circumstances not being exclusive, it may be impossible or impractical for Corvina Cove to make available reasonable or other alternative accommodations to Guest. In such a circumstance, Corvina Cove shall return at least 50% of the payments received by Guest.

13. Furnishing and Linens. Furnishings of the Premises are subject to change without notice. Furniture, bedding, utensils or any other property supplied with the Premises must not be taken out of Corvina Cove (with the exception of day-use property such as coolers, beach chairs, beach towels, etc.) Loss of these items, as well as damage to the property or furnishings in excess of normal wear will be charged to the Guest. Moving of furnishing inside, outside, or in the game room of the Premises is strictly forbidden. If any furnishings need to be moved back to original placement, there is a \$125.00 per hour charge to the Guest. **DOGS ARE NOT ALLOWED** on the furniture or beds. 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 hand soap, toilet tissue, paper towels, laundry soap, dish soap and trash bags are not replenished.

14. Cleaning. Each reservation requires a home cleaning fee of \$95. Daily housekeeping is not provided and it is the responsibility of the guest to maintain the cleanliness of the home during the term of a stay. At the end of a guest's stay the home will be cleaned by a professional cleaning staff. This will include washing bed linens, and towels, as well as vacuuming and sanitizing the kitchen, bathrooms, living room, and bedrooms. For extended stays, guest may request (at an additional charge) cleanings during the duration of their stay. While the home will be cleaned after a guest departure, guests are required to leave the home in a comparable condition as it was found. This includes placing items back in their respective places (games, pool fence, toys, etc.) doing dishes, picking up trash and clutter, etc.) Guests are responsible for

picking up and bagging all trash in the home; failure to do so will result in an additional clean fee charged to the guest.

15. Indemnification. Guest hereby agrees to indemnify and hold Corvina Cove 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 Corvina Cove is not under any obligation to accept for safekeeping any moneys, securities, jewelry or other articles of personal property belonging to Guest, nor is Corvina Cove liable for any loss in connection with any such items, or for providing security for the Premises.

16. Damages. Guest must report all damage immediately to Owner or Management Company. As used herein, "Immediately" means within 24 hours and, in all cases, prior to check out. A claim for damages will be filed with CSA against the PDP policy purchased for the reservation. **Note: the property damage protection plan does not absolve guests from responsibility for damage to the property. Any damage exceeding the coverage or any damage not covered is the responsibility of the guest, and will be billed accordingly. Owner shall determine the extent of repairs necessary to correct any damage caused by Guest.** Possible additional guest charges include, but are not limited to, damage to Premises or Owner's property, Pay Per View TV programs, telephone costs, and excessive use of electricity (often caused by improper use of pool heat or leaving door open while A/C is running.) In the event of any dispute relating to damage to the Premises, the parties agree that said dispute will be resolved in the appropriate state court having jurisdiction in Polk County, Florida and the prevailing party shall be awarded its reasonable attorney's fees and costs against the non-prevailing party both at the trial and appellate level. Formal service of process is waived and may be accomplished by certified mail, return receipt requested or DHL or any other international method of mail delivery with a receipt showing delivery. Service shall include a copy of any relevant complaint and summons.

17. Pool Terms & Conditions. Pool heat is not compulsory, and can be purchased for \$20/night for the duration of your stay. A solar pool blanket can be found at the house, and if used, it will greatly improve the heater's ability to keep the pool warm. It's not compulsory, but the pool will be warmer. Pool heaters have electrical/mechanical components. These components can sometimes malfunction. Corvina Cove, its Vendors, and the Homeowner cannot be held responsible for any malfunctioning heater. Please inform us as soon as possible if your pool is not working properly. No compensation will be given for a malfunctioning heater. (Pool temperatures can vary depending on weather conditions and time of year. We will not be liable for pool water temperatures because weather conditions are not controllable.) Corvina Cove will do everything in its power to rectify any problems with malfunctioning equipment as quickly as possible. Note: Corvina Cove has provided a pool safety fence in compliance with Chapter 515.33 of the Residential Swimming Pool Safety Act. While this fence is technically removable, it is strongly recommended that it is NOT removed from the pool deck at any time, especially by families with small children. We want you to be safe! If the child safety fence is not in place at the time of checkout, a fee of \$125/hour to replace it will be charged to the guest to return it to service. Window and door alarms are also present at the home and can be used in addition to the child safety fence to provide an audible warning if doors/windows are opened leading out to the pool area.

18. Parking Policy. The Village at Tuscan Ridge will not allow cars to be parked on the streets in order to ensure proper access for emergency and waste management vehicles. **ALL VEHICLES MUST BE PARKED IN THE DRIVEWAY or GARAGE.** Guest are forbidden from moving workout equipment. Any damages resulted from failure to comply with this will result in a charge to the guest. Vehicles parked along the street may be towed without prior notification. RVs, commercial vans, buses, and trailers are **NOT** permitted at any home and will be towed at the Guest's expense. Corvina Cove is in no way responsible or liable for any vehicles towed during a Guest's stay. If there is not enough parking at a vacation home guests may call the office for help with a solution.

19. Air Conditioning and Thermostat. Corvina Cove is equipped with a programmable thermostat that has been set to keep the house at an optimal temperature during your stay. Of course, you are welcome to adjust the temperature setting as desired; however, it is imperative that the temperature is not set below 72 degrees. Doing so will likely cause the air conditioning unit to freeze up, which will not only cause it to stop working, but will result in a service call to correct the issue. It is possible that long term damage can also occur. Guests are responsible for the cost of any service calls and long term damage that are the result of setting the thermostat below this level.

20. Workout Equipment. A small selection of workout equipment has been provided for guest use both in the house and community clubhouse. This equipment can be dangerous and should not be used by anyone under the age of 16 without adult supervision. No one under 12 should use the equipment at all. The owners of Corvina Cove offer this equipment as a convenience, and guests agree to use it at their own risk. Corvina Cove cannot be held liable for any injury resulting from improper use of the equipment, and it is suggested that all guests consult an appropriate health professional before engaging in any exercise activity.

21. Community Clubhouse. No one under the age of 18 is allowed in the clubhouse at any time without adult supervision.

22. Other Remedies. In addition to the foregoing rights and remedies of Corvina Cove under these Terms and Condition, Corvina Cove expressly reserves all other rights and remedies available to similar parties pursuant to Chapter 509 Florida Statutes. Exercise of one right or remedy by Corvina Cove shall not prevent exercise of any other right or remedy available to Corvina Cove.