

VACATION RENTAL SHORT-TERM LEASE AGREEMENT

Definitions

“We”, “Our”, “Us”, “Manager” and “Singular Vacations LLC” doing business as “Singular Vacations” will refer to the owner of the property, the local property care/management company, and/or any of its employees, consultants, and/or third party vendors that work with the local property care/management company. Each Singular Vacations destination is independently owned and operated. “Guest” or “Guests” will refer to the person whose name is on the reservation and any persons who are allowed to enter the property with the consent of the Guest.

Acceptance of Terms and Conditions

By making a Reservation with the local Singular Vacations operator, the Guest acknowledges they are entering into a legal rental contract and agrees to and are bound by our Rental Terms and Conditions. These Rental Terms and Conditions shall be binding to the person(s) on the Reservation and their respective guest occupying the premises.

Rental Party

By making a Reservation All Persons in the rental party will be bound by the terms of this Agreement.

Rental Period

Your Singular Vacations rental will be available for occupation from 4:00 PM on the day of arrival and must be vacated by 10:00 AM on the date of departure. When available, arrival and/or departure times may be altered under written consent and made at least 24 hours in advance. Fees may apply for early arrivals or late departures.

All properties have quiet hours from 8:00pm to 8:00am

Reservation Payment

Singular Vacations manages all payments for the rent and related fees. To guarantee a Reservation, the guest agrees to pay in full for the rent and fees detailed in their reservation. Full payment is payable upon the return of this signed agreement. The guest making the reservation must be at least 21 years of age and staying at the property during the rental period.



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Cancellations Policy

100% refund 30 days before check-in; 50% refund 15-29 days before check-in.

No refunds will be provided for late arrivals, early departures, or unused days of your rental property Reservation.

In the unlikely event that circumstances necessitate us to change the property confirmed on your Reservation, we will seek to relocate your Reservation to a property of a similar or superior standard within our available inventory. However, if we are unable to find a suitable relocation, we will refund any monies paid (without interest, compensation, or consequential loss of any kind) towards your Reservation.

Maximum Occupancy

By law, occupancy may not exceed what is posted for each home. The Reservation is accepted and confirmed only for the number of Guests declared on the Reservation. Singular Vacations reserves the right to cancel any Reservation that exceeds the number of house guests and/or occupancy limit and remove the guests from the property without prior notice. No refund will be issued for violating these rules.

A charge of \$55 per person, per night will be assessed for individuals who stay in the property in addition to the Rental Party. Guest will be charged without prior notice for additional persons staying in the home and not disclosed to management.

Property

The Property is managed by Singular Vacations. The Property is fully furnished and equipped with premium linens. A starter supply of toilet paper and paper towel is available in the Property for use. Guest is responsible for purchasing any additional supplies and all food and beverages. Guest(s) acknowledges that there are certain risks associated with using the pool, hot tub, and BBQ Grill and those so at their own risk. The owner will not be responsible for any injuries.

Access Codes

Manager will provide Guest with access codes to the gate (if applicable) and door code to the house. Any attempt to access a locked area is just cause for immediate termination of this Agreement, forfeiture of all rent paid, and Guest will be liable for any missing items or damages.

General



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Singular Vacations is an independent management company that manages privately owned individual rental properties, some within Resort Communities. Singular Vacations cannot and therefore do not guarantee access to any Resort amenities such as, but not limited to, swimming pools, golf courses, fitness rooms, tennis courts, and restaurants. The Guest acknowledges that Singular Vacations is not liable if access to any such Resort amenities is restricted due to maintenance, resort policies, or any other reason. Guest agrees to abide by all HOA, Resort, Association, or Community rules, including but not limited to quiet time, parking rules, and no events policy.

Occupancy of RV campers, enclosed trailers, and/or tents on the premises is strictly prohibited.

If during the rental period, any law or ordinance is violated, or the property is used for any immoral purpose, occupancy will be immediately terminated without a refund.

All property descriptions given on the website(s) are made in good faith. Singular Vacations accepts no liability whatsoever for errors or oversights.

Acts of God

Singular Vacations accepts no responsibility or liability and no refunds will be given for any unforeseen events that will hinder the terms of your Reservation caused by events beyond their control including, but not limited to, storm or severe weather, hurricanes, war, civil commotion, flight delays, travel cancellations, transportation issues, alteration or cancellation by carriers, adverse weather conditions, fire, flood, pandemics, industrial dispute or any other event beyond control, even if a mandatory evacuation order has been given. Singular Vacations will not be liable or deemed in default under this Agreement for any failure to perform or delay in performing any of its obligations due to or arising out of any act not within its control, including, without limitation, acts of God.

We recommend that all Guests have appropriate travel, medical, injury, and cancellation insurance coverage before starting their trip.

Smoking

For the comfort of our guests and by most local laws, all Singular Vacations properties are NON-SMOKING. Smoking is only allowed in designated outdoor areas with doors and windows closed. If any evidence is found of smoke or smoking inside the property, there will be a \$900.00 smoking fee plus all charges related to the cleaning/deodorizing of the property and all items in the property (i.e. carpets, furniture, window treatments, etc.). These charges will be applied to the payment method on file for the Reservation.



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Pet Policies

Unless you have reserved a dog-friendly property, pets are NOT allowed inside the property or on the balcony/patio/yard. If the property is pet friendly, the maximum is 2 dogs. If the dog's behavior results in complaints by other guests or neighbors, the Guest may be asked to board the dog off the property with a veterinarian/shelter/kennel without compensation. Guests are required to clean up after their dogs inside and outside the property. Dogs are never allowed in the pool, on the linens, any shared areas or Resort amenities. Cats or any other pets are not allowed on the property. We do not charge pet fees, but guest are responsible for any pet related damages.

Parking

Parking is limited to driveway space and/or garage space (if applicable). Guest may only park in designated parking areas. Any illegally parked cars (Street Parking) may be subject to towing and/or fines by HOA.

Mechanical Failures

Singular Vacations attempts to properly maintain the Property. While all electrical and mechanical equipment within the Property are in good working order, Manager cannot guarantee against mechanical failure of electrical service, stopped plumbing, water supply, heating, air conditioning, audio visual equipment, internet access, cable service, or appliances. Guest agrees to report any inoperative equipment or other maintenance problem to Manager immediately. Manager will make every reasonable effort to have repairs done quickly and efficiently. Guest will allow Manager or a person permitted by Manager access to the Property for purposes of repair and inspection. Manager is not responsible for any inconvenience that may occur and no refunds or rent reductions will be made due to failure of such items.

Furnishings

Furnishings will be provided with the Property. Furnishings are subject to change without notice. Furniture, bedding, kitchen equipment, utensils, and any other personal property supplied with the Property must not be removed from the Property. Loss of any items within the Property or damage to the Property or furnishings in excess of normal wear and tear will be charged to Guest. The Property will be inspected by Manager after Guest's departure. All contents of the Property are the property of Manager. If an item should break, Guest must notify Manager immediately. Guest is not permitted to alter the wiring of any television, computer, gaming or cinema equipment.

Items Left Behind



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It is the responsibility of the Guest to pay all cost related to packaging and shipping of the item(s) and a service fee of \$15. We are not responsible for any loss or damage to items that may occur during the shipping or transportation process.

Cleaning, Maintenance, Pest Control and Wildlife

A Cleaning Fee will be applied to each reservation. Towels, sheets, and all linens are inventoried before and after each stay. Guests will be charged for any missing items, carpet stains and damage to furniture and/or walls.

Daily housekeeping services are not included in the rental rate. Throughout the rental period, Guest will be responsible for keeping the Property clean and in good condition. Any unsafe or dangerous condition must be reported to Manager immediately. Guest acknowledges that on the Arrival Date, the Property is in good condition, except for any defect Guest may report to Manager by the end of the first day following the Arrival Date. The Property should be left in the same condition as it was found by Guest on the Arrival Date.

Additional fee may apply if the property is left in poor conditions that would require excessive cleaning, such as but not limited to, empty boxes, un-bagged trash, leftover food and trash on counters.

Many Singular Vacations destinations have a sub-tropical climate and care must be taken with food that is left uncovered. Uncovered food can attract insects very quickly. Any added costs for pest control services incurred for lack of care may be passed onto the Guest.

Wildlife may pose a danger to Guests. Approach all outdoor areas with caution.

Singular Vacations Guest assume all risks related to exposure to COVID-19.

Complaints

In the unlikely event of an issue arising during your stay in one of our vacation rentals, you should contact us immediately and we will seek to resolve the matter within a reasonable time frame. We do not assume any responsibility for problems not reported within 24 hours of occurrence. We require all notice and communication by email. We require 30-day notice before taking action on any chargeback, litigation, formal or public complaint.

The prevailing party shall be entitled to reasonable attorney fees from the non-prevailing party, including but not limited to, defending chargeback request, formal or public complaints and litigation from our rental agreement or otherwise.



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Indemnification

Guest acknowledges that the use of the Property by the Rental Party and Guest's visitors is entirely at their own risk. Guest will indemnify and hold harmless Manager from any and all expenses, costs, damages, suits, actions, or liabilities whatsoever arising from or related to any and all loss of or damage to personal property, injury or death resulting from the use or occupancy of the Property or the failure of any member of Rental Party or Guest's visitors to observe the rules and restrictions set forth in this agreement.

Violation of Agreement

If Guest or any member of the Rental Party violates any of the terms of this Agreement, including but not limited to maximum occupancy, visitors and rental rules and restrictions, Manager may evict Guest and the Rental Party from the Property and Guest will forfeit all rent and security deposit paid. We reserve the right to amend, curtail, or terminate any rental contract without compensation.

Governing Law

This Agreement and all transactions contemplated by this Agreement will be governed by, and constructed and enforced in accordance with the laws of the State of Florida. Any dispute arising from this Agreement shall be resolved through mediation. If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.

Amendments

This Agreement may be amended or modified only by a written agreement signed by both Manager and Guest.

Waiver

Neither Manager nor Guest shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing.

Severability



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If any provision of this Agreement is held to be invalid or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement.

Notices

Any notice or communication under this Agreement must be in writing and sent via electronic email or website chat.

Successors and Assigns

This Agreement will inure to the benefit of and be binding upon Owner, its successors and assigns, and upon Guest and its permitted successors and assigns.

Entire Agreement

This Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter of this Agreement and supersedes all other negotiations, understandings and representations (if any) made by and between the Parties.

Liability

All properties are privately owned and neither the owners nor we, the management company, accept any responsibility or liability whatsoever for but not limited to personal injury, accidents, loss or damage to personal effects or vehicles during the Guest(s) stay or after departure, or alterations to the terms of this reservation caused by events beyond our control; this includes but is not limited to war, civil commotion, flight delays or cancellations, adverse weather conditions, fire, flood and acts of God.

Resort and home amenities are used at the Guest own risk. Guests should exercise caution when using stairs, elevators, showers, bathrooms, kitchens, appliances, and walkways. Singular Vacations accepts no responsibility for any personal loss, injury or illness and shall not be held liable for the personal safety of the Guest. Guest agrees to assume the risk of any harm arising from use of the Property.

Singular Vacations does not accept liability for equipment failure and/or service on the Property. In the event of equipment failure, the Guest must notify Singular Vacations within 24 hours so that we may address the issue.

Singular Vacations is not liable for any lost or stolen personal property. In the event of any lost or stolen property, the Guest should first notify the appropriate authorities and then contact Singular Vacations to make a report.



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The Guest is solely responsible for making sure all children are always supervised. It is the policy of Singular Vacations that all children under the age of 18 years are not left in the rental home un-supervised at any time during the rental period. Games, toys, baby furniture& equipment, strollers and cribs are all used at the Guests' own risk.

The Guest acknowledges there is no lifeguard on duty and that the use of the pool is entirely at the Guest's own risk. Diving, horseplay or running around the pool area is prohibited. No children or any adult non-swimmer are allowed in pool without adequate adult supervision and the supervision of a strong swimmer. The Guest must immediately report any problem with the pool alarm and/or pool safety fence. All Guest understand and agree that Singular Vacations will not be held responsible whatsoever in the event of an accident or illness while on the property.

Singular Vacations is not liable for acts of violence, nature, fire, flood, war, civil disobedience, riot, or other force of nature that may have a negative effect on the Guest.

We are not liable for any interruption of public services such as water, electricity, gas, telephone, internet and TV services. Nor are we responsible for any actions or omissions by person(s) who may supply or control main services or any action taken in the vicinity of the property by any authority or person(s) over which we have no control over. Singular Vacations cannot be held responsible or liable for the air conditioning system, the pool heater or any household appliance breaking down but we will do our best to rectify any problem as soon as reasonably possible.

The use of the BBQ grill is at the Guest(s) own risk and Singular Vacations cannot be held liable for injury of any kind that may arise from the use of the equipment. The Guest takes full responsibility for the connection of the gas tank. Guest(s) should keep children away from BBQs, whether in use or not.

We reserve the right to enter the premises at any time for whatever reason without prior notification. This includes authorized workers such as maintenance crew, gardeners, pest control contractors, etc. We are not liable for any loss or damages that may result from the legal and reasonable exercise of such rights.

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE, SHALL OWNER BE LIABLE TO GUEST OR ANY OTHER PERSON FOR ANY DAMAGES OF ANY NATURE WHATSOEVER INCLUDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR GUEST'S RENTAL OF THE PROPERTY OR USE OF THE PROPERTY. IN NO EVENT WILL MANAGER BE LIABLE FOR ANY DAMAGES IN CONNECTION WITH THIS AGREEMENT, EVEN IF MANAGER SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE.

Captions and Section Headings



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The various captions and section headings contained in these Rental Terms and Conditions are inserted only as a matter of convenience and in no way define, limit, or extend the scope or intent of any of the provisions of these Rental Terms and Conditions.

Our failure to enforce any provision(s) of these Rental Terms and Conditions shall not in any way be construed as a waiver of any such provision(s) as to future violations thereof, nor prevent us from enforcing every other provision(s). The waiver by a party of any single remedy shall not constitute a waiver of such party's right to assert all other legal remedies available to him/her under the circumstances. If it is found that the Guest breaches any of the above policies or is/are involved in any illegal activity according to local laws and regulations, we reserve the right to bar access to the property by the Guest without any compensation or refund of unused nights and may be barred from staying with any Singular Vacations property in the future.

These Rental Terms and Conditions are governed by and shall be interpreted by the Local Law of where the rental property is located, and the parties hereto shall both submit to local jurisdiction. Concerning its subject matter, these Rental Terms and Conditions and its Exhibits constitute the entire understanding of the parties superseding all prior agreements, understandings, negotiations, and discussions between them whether written or oral, and there are no other understandings, representations, warranties, or commitments with respect thereto.



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