

RENTAL AGREEMENT

This agreement applies to the vacation rental property located at:

[260 nw 47th St, Miami, FL, 33127]

This Rental Agreement is entered into between the Guest ("Guest") and Villa Diosa LLC ("Owner"). This agreement constitutes a contract between the **GUEST** and **OWNER**. Please read this Vacation Rental Lease Agreement thoroughly. Any money received by the owner for occupancy of rental property indicates the acceptance of the terms and conditions of this Vacation Rental Lease Agreement. It is the responsibility of the **GUEST** to be familiar with all policies within this agreement.

SMOKING: This is a NON SMOKING property. No smoking is allowed inside of the home whatsoever. Any guests not adhering to the No Smoking policy will result in automatic forfeiture of security deposit.

PETS: Pets are strictly prohibited on the property.

DAMAGE/RESERVATION DEPOSIT: A **\$3,000 reservation and damage deposit** is required to secure the booking and protect the property against potential damages, excessive cleaning, or violations of house rules.

The Primary Guest is responsible for any damage to the property, furnishings, appliances, or amenities caused by themselves or anyone in their party during the stay. The Primary Guest accepts full responsibility for the actions of all registered guests and visitors.

If damage, excessive cleaning, missing items, or violations of house rules occur, the cost of repair, replacement, or additional services will be deducted from the \$3,000 deposit. If the cost of damages exceeds the deposit amount, the Primary Guest agrees to pay the remaining balance necessary to cover repairs, replacements, or additional fees.

Provided no damage, missing items, excessive cleaning, or rule violations have occurred, the **\$3,000 deposit will be returned within [3] days after checkout.**

CANCELLATION POLICY: Guests may cancel their reservation and receive a full refund of all amounts paid, if the cancellation is made at least seven (7) days prior to the scheduled check-in date. If a reservation is canceled within seven (7) days of the check-in date, the \$3,000 security/damage deposit will be forfeited and will not be refunded. All cancellations must be submitted in writing through the booking platform or directly to the Owner. The date the cancellation request is received will determine the applicable refund eligibility. By confirming the reservation, the Primary Guest acknowledges and agrees to the terms of this cancellation policy.

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

GOVERNING LAW: This agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.

GUEST/PARTIES/NOISE: Guests agree to maintain respectful noise levels at all times. Quiet hours are from 10:00 PM to 8:00 AM. Excessive noise may result in termination of the reservation without refund. Parties, events, or large gatherings are strictly prohibited on the property unless prior written approval is provided by the host.

Only the **registered guests listed on the reservation** are permitted to stay overnight at the property. Visitors beyond the approved guest count must receive prior approval from the host.

Any unauthorized party, event, or gathering will result in an **immediate violation of the rental agreement**. If such activity occurs, the host reserves the right to **terminate the reservation immediately without refund**, require all guests to vacate the property, and charge an **Unauthorized Party Fee of \$1,000**. Additional charges may apply for damages, excessive cleaning, security services, or neighbor disturbance complaints.

Any costs incurred as a result of unauthorized gatherings may be **deducted from the \$3,000 security deposit**, and the Primary Guest agrees to pay any remaining balance if damages or fees exceed the deposit amount.

RIGHT OF ENTRY: Owner or Owner's representatives reserve the right to enter the property at reasonable times to inspect the premises, perform maintenance, or enforce the terms of this agreement. Immediate entry may occur in the event of an emergency or suspected violation of this agreement.

MAXIMUM OCCUPANCY: The maximum number of guests allowed at the property is limited to the number listed on the reservation unless prior written approval is obtained from the Owner. Exceeding the maximum occupancy may result in immediate termination of the reservation without refund.

ILLEGAL DRUGS: Under no circumstances shall any illegal drugs be allowed on the property. Guest understands that possession and use of any such substance is grounds for immediate eviction and forfeiture of payment. Guest further waives any and all rights to recourse against the OWNER for enforcing this clause.

END OF STAY/CHECKOUT: At the end of the stay, the Guest shall leave the premises clean and in good condition.

HOLD HARMLESS AND INDEMNITY: The Primary Guest agrees to indemnify, defend, and hold harmless Villa Diosa LLC, its owners, managers, employees, and representatives from and against any and all claims, liabilities, damages, losses, costs, or expenses, including legal fees, arising from or related to the Guest's use and occupancy of the property. This includes, but is not limited to, claims resulting from injury, property damage, rule violations, negligence, or misconduct by the Primary Guest, registered guests, or visitors during the reservation period.

FORCE MAJEURE: Villa Diosa LLC shall not be liable for events beyond its control including but not limited to hurricanes, tropical storms, flooding, power outages, or other natural disasters. In the event of a

mandatory evacuation order issued by local authorities, guests must comply with the evacuation order. Refunds, if any, will be determined at the discretion of the Owner.

Liability Waiver and Limitation of Liability

Guests acknowledge that they are using the property and its amenities at their own risk. **Villa Diosa LLC**, its owners, managers, employees, and representatives shall not be held liable for any accidents, injuries, illness, loss, or damage to personal property that occurs during the Guest’s stay on the property.

The Primary Guest accepts full responsibility for the safety and conduct of all registered guests and visitors during the stay. By occupying the property, Guests agree to assume all risks associated with the use of the premises, including but not limited to the use of appliances, outdoor areas, docks, pools, stairs, balconies, or other property features, where applicable.

Villa Diosa LLC shall not be liable for any loss or damage to personal belongings or valuables of the Guest or any member of the Guest’s party during the stay.

Guests agree to indemnify and hold harmless **Villa Diosa LLC** from any claims, damages, losses, liabilities, or expenses arising from the Guest’s use of the property, including but not limited to injury, property damage, or violations of this rental agreement caused by the Guest or anyone in their party.

By completing the reservation and occupying the property, the Primary Guest acknowledges that they have read, understood, and agree to the terms of this liability waiver.

SAFETY: GUEST acknowledges and agrees that they are responsible for the safety of themselves, their guests and their children with respect to the premises. GUEST acknowledges and agrees to hold harmless from any injuries to them or their guests.

LIABILITY: GUEST will be responsible and liable to OWNER for damages in excess of the Security Deposit/ Insurance Policy for any damage or loss caused by GUEST. **WRITTEN EXCEPTIONS:** Any exceptions to the above mentioned policies must be approved in writing in advance.

CERTIFICATION: I or we, the GUEST(s), hereby certify and consent that I/we have read the entire agreement and conditions and agree to these terms and will comply with them during the entire rental duration of this rental.

PRINTED NAME

DATE

SIGNATURE