

## **GUEST VACATION RENTAL AGREEMENT (the "Agreement")**

**AGREEMENT:** Grayt 30A Vacations Inc., as Manager, and Guest (also referred to as "you") agree as follows: Guest is at least twenty-five (25) years of age (an "adult") and will be an occupant of the Property during the entire reserved dates. In addition to Guest, other authorized occupants may be family members or friends of Guest. Guest is the individual submitting payment and understands that by his or her signature below, he or she is binding himself or herself as well all authorized occupants and any person submitting payment for the reservation to the terms and conditions of this Agreement. Use of the Property will be denied to persons not falling within the foregoing categories. Should any unauthorized persons occupy or use the Property, Guest shall vacate the Property immediately without any refund. No key will be issued to anyone who is not an adult.

**RESERVATIONS** may be placed up to two (2) years in advance but are subject to the rates in effect during the year for which said reservations are placed. All specials and promotional offers apply to new bookings only and not to existing reservations and are available for a limited period of time. We reserve the right to correct or adjust rates to the published rates at the time of reservation if the rates have been misquoted due to human and/or computer error.

**MULTI-PARTY OCCUPANCY:** If two or more parties reserve or occupy the Property, and one or more of the parties cancel, the primary guest whose name appears on the reservation is financially responsible for all booking charges associated with the reservation. In addition, each party, jointly and severally, is required to be in compliance with all of the terms and conditions of this Agreement and will be liable for any and all damages which may be caused during a stay.

**ADVANCE RENT DEPOSIT** is required when placing your initial reservation. The rent deposit is equal to 50% of the total rental fee plus the Security Deposit Waiver Fee (SDWF, see below) plus travel insurance, if chosen. Rent balance, including sales tax, housekeeping fee, and any reservation add-ons such as pet fee, Security Deposit, or pool heating fees, is due in full at least ninety (90) days preceding Guest check-in. Payment may be made by cash, check, money order, cashier's check, or credit card (Visa/MasterCard/Discover/American Express). Please note, we do not accept payments via Debit Cards.

Reservations made within 90 days of arrival must be paid in full at time of booking.

Manager reserves the right to automatically cancel a reservation if Advance Rent Deposit is not paid within three (3) days of the date the reservation is made OR if full payment is not received at least 90 days prior to the arrival date. A valid credit card will be required on file for any payments made by cash, check, money order, or cashier's check.

**SECURITY DEPOSIT OR SECURITY DEPOSIT WAIVER FEE (SDWF) REQUIREMENTS:** Manager requires the Guest to choose one of the following options at booking to secure the Property against damages.

**Option A: Security Deposit** – Each reservation requires a refundable security deposit amount of \$3,000. Security deposits will be held in an interest-bearing account with all interest earned inuring to the benefit of Grayt 30A Vacations Inc. The Property will be carefully inspected upon Guest's departure. Within seven (7) days of departure, the security deposit will be refunded to the Guest's credit card LESS expenses for any damages. Damages and fees for which security deposit funds may be withheld include, but are not limited to: damages; missing Property items; unpaid fees, charges, or taxes; unreturned/missing keys or Property passes (if applicable); excessive cleaning requirements; damage attributable to pets, damage attributable to use of tobacco or tobacco products; long distance or per charge telephone calls; cable television, pay-per-view or internet download charges incurred by the Guest; any and all other damages to the Property, common areas, or appurtenant areas caused by the Guest, their guest(s), or invitees. By signing this Agreement, you accept responsibility for any such damages and authorize Manager to withhold such damages from the security deposit amount without any further approval from you.

**Option B: Security Deposit Waiver Fee (SDWF)** – Manager offers to Guest the option to waive the Security Deposit requirement by agreeing to pay a non-refundable Security Deposit Waiver Fee (SDWF) of \$99.00. Choosing this option will hold the Guest harmless for incidental and accidental damages to the subject Property which occur during the occupancy up to \$3,000.00. Guest is responsible to immediately notify Manager in the event of incidental or accidental damages and to document the occurrence before the departure date. Manager will assume responsibility to effect suitable repairs or replacements under OPTION B (SDWF). Guest will assume responsibility to document and notify each occurrence in a timely manner (within 24 hours of the occurrence and prior to departure time and date). Guest understands and agrees that the OPTION B (SDWF) in no way excuses or relieves the Guest from Guest Obligations enumerated in this Agreement respecting maintaining the Property. Manager will hold the Guest fully responsible for malicious, reckless, negligent, or willful acts of the Guest and others on the Property of the subject Property. Manager will hold the Guest responsible for any and all damages in excess of \$3,000.00. The OPTION B (SDWF) is administered by Grayt 30A Vacations Inc. and is not an insurance policy.

The Reservation Confirmation will automatically assume OPTION B (SDWF). If the Guest prefers OPTION A – Security Deposit, Guest is required to indicate that he is declining this choice on the Reservation Confirmation by initialing in the space provided and returning to Manager within seven (7) days of booking. After the initialed Reservation Confirmation is received by the Manager, a revised Reservation Confirmation will be sent to the Guest reflecting the adjusted balance due including the new Security Deposit amount.

**HOUSEKEEPING:** The Property will be cleaned to Manager's quality standards prior to your arrival and after your departure. A one-time housekeeping fee applies to each reservation. Additional housekeeping services during Guest's stay may be arranged with Manager no later than 90 days prior to arrival. Guest will be charged an additional housekeeping fee as agreed in advance by Guest and Grayt 30A.

**SPRING/FALL BREAK POLICIES:** The Manager's authority is restricted to rental to family groups only. House parties, fraternities, school, civic or other non-family groups are NOT allowed unless specific prior approval is received from the Manager on behalf of Owner. Manager reserves the right to refuse rental to groups where the majority of the occupants are under age 25 (ID's must be furnished upon request). Violation of the above is grounds for immediate eviction without refund.

The Property will not be rented to vacationing students or young adults unaccompanied by a responsible parent at a ratio of one parent over the age of 25 staying at the Property for the entire stay for every four guests between the ages of 15-25. For reservations in March, April, or October, one parent over the age of 25 must be present and staying in the Property for the entire stay for every two guests between the ages of 15 – 25. Proof of age is required by all guests and the Property is subject to inspection during your stay to ensure compliance.

Reservations made under false pretense are null and void and check-in will not be allowed, and all booking charges will be forfeited. If a violation is discovered after check-in, you will be subject to immediate eviction and forfeiture of all booking charges in addition to liability for additional charges for damages incurred. This policy includes reservations made by a parent or person over age 25 who does not check-in and/or who leaves overnight during any portion of a stay.

**CANCELLATIONS:** Cancellations will be allowed up to 90 days prior to the beginning date of the reservation. A \$150.00 cancellation fee + our process fee of 2.5% will be withheld from any refund of Advance Rent Deposit. Refunds will be processed to the credit card on file (or via check if deposit was made by cash or check). If cancellations are made with less than 90 days remaining prior to the beginning date of the reservation, the Advance Rent Deposit will not be refunded.

**REFUNDS:** Refunds of the Advance Rent Deposit and/or the Total Rental Fee will not be given for any reason within 90 days of arrival date. We strongly recommend the purchase of travel insurance, available through Grayt 30A Vacations Inc. with Red Sky Travel Insurance, or with an insurer of Guest's choice.

**FIREARMS:** Absolutely no firearms of any kind are allowed on the Property. Guest will immediately lose his rental rights and be subject to immediate eviction with no refunds of all rental monies if a firearm is discovered on the Property. Guest understands and acknowledges that any firearm found on the Property or left in the Property will be removed by the appropriate authorities, not by Manager.

**PETS:** Not all of our Properties are pet friendly; please check with Manager. Properties allowing pets are limited to a maximum of two (2) housebroken domestic dogs only. The rental rate will increase by an additional \$200.00 per pet as a nonrefundable fee on all reservations allowing a pet. Guest agrees to disclose the breed, weight, and condition of each pet and agrees that Manager may refuse to allow pet occupancy on any of these grounds.

A pet of any kind on the Property including exterior, decks, pools, garages, etc. of a non-pet Property is absolutely prohibited and is grounds for immediate eviction of the entire party and forfeiture of all reservation monies paid. Guest understands and agrees that a violation of the pet policy will result in fees of not less than \$500.00 and include costs associated with pest or flea control, carpet cleaning or replacement, furniture cleaning or replacement. Proof of pet removal must be provided by the Guest when violation has occurred if occupancy is allowed to continue.

Guests with authorized pets understand and agree to properly clean the Property prior to departure/check-out. Guest is advised that local ordinances require pets to be leashed at all times and for excrements to be removed from the Property by the Guest. Under no circumstance shall the Guest be relieved of responsibility for excessive cleaning or damages caused by pets, irrespective of additional fees rendered for the privilege of bringing a pet.

Notwithstanding this provision, we are committed to providing reasonable accommodation to protect the rights of guests with disabilities to bring a "service animal" (as defined by Florida and federal law) under the terms of The Fair Housing Amendments Act of 1988, Section 504 of the Rehabilitation Act of 1973, and Title II of the Americans with Disabilities Act. If you need a service animal who has been trained to do work or perform tasks for a disability, you should request a reasonable accommodation, in writing, at the time of your reservation. The request should state that you have a disability and provide the specific work or task that the service animal has been trained to perform. You need not disclose the details of your disability nor provide a detailed medical history. You will be responsible for any damages caused by a service animal, including any additional cleaning fees required at the end of the stay to prepare the Property for incoming guests. Emotional support animals are only permitted in our properties that permit pets.

## **RULES AND REGULATIONS**

- Guest agrees to leave the Property and its contents in the same orderly condition as Guest found the Property to be upon check-in, normal wear and tear excepted. Beds should be left unmade and used towels placed in the laundry room for housekeeping.
- Please place all dirty dishes, cookware and utensils in the dishwasher and start wash cycle.
- Put all trash in plastic bags and place in outside trash container. Please take care to follow the procedures for trash removal posted at the home or instructions given for your home at check-in.

- Remove all food and beverages from the home. Check the refrigerator and freezer. Non-perishable and other food and beverage items may be dropped off at the Grayt 30A Vacations rental offices to be distributed to local charities.
- Leave the AC on 78 degrees (or heat on 62 in winter months).
- Document and report any damages or maintenance needs promptly.
- The maximum number of occupants shall not exceed the limit the property sleeps as specified in the property description as stated on your Confirmation.
- Furnishings are not to be rearranged or removed from the Property for use outside or in other properties.
- Please check to make sure that you have not left any personal items in the home. Before leaving make certain that all windows and doors are shut and locked and that all the lights are turned off.
- Check closets, dresser drawers and under beds for personal belongings.
- Guest's failure to fulfill check-out duties may affect your security deposit or result in charges of up to \$500 to your credit card.
- Smoking is not allowed inside the Property. Please smoke only on outside decks & porches and dispose of all cigarette butts properly. Any evidence of smoking inside the home will result in a \$1,000 fine charged to the credit card on file.
- One key is to be returned to lockbox, with extra key left on counter, upon check-out by Guest. Some homes have a keyless entry system in which case, no keys are provided.
- Guest and any guest of Guest shall obey all of the laws of the state of Florida, as well as local laws, at all times while they are on the Property. Failure to abide by the laws of the state of Florida or the rules incorporated herein, including the Pool Agreement (if applicable), may cause Guest to be asked to vacate the Property and forfeit all booking charges, in addition to liability for additional charges for any damages incurred.
- Keep the Property clean, safe, and sanitary.
- Not deliberately or negligently destroy, deface, damage, or remove any part of the Property or render inoperable the smoke detectors and/or pool alarms.
- Be responsible for all damage, defacement, or removal of any property on the Property that is in Guest's exclusive control.
- Immediately notify Manager in the event repairs or replacement of smoke detectors or pool alarms are needed.
- Be financially responsible for unwarranted or unneeded service calls and service calls caused by Guests misuse of the Property.
- Not to allow any member of their party to walk on, play on, or in any way disrupt the sand dunes on the beach.
- Not to enter Owner's private storage spaces.
- The Guest will be the sole contact person in regard to this Agreement and the tenancy. Such Guest is responsible for the adherence of all other occupants, visitors, or guests of the Guest to this Agreement.
- Refrain from taking glass containers onto the beach areas.
- Comply with any and all other instructions, regulations, or guidelines communicated by Manager as well as all local ordinances and Homeowner's Association rules.

- The Property may have certain areas that are off-limits to you and your guests, including owners' closets and garages (that may be locked) or areas marked, or indicated, as off-limits to guests. Do not attempt to access these areas during your stay. Evidence of such may affect your security deposit or result in a charge to your credit card of up to \$1,000.

**SLEEPING CAPACITY/DISTURBANCES:** Guest and all other occupants will be required to vacate the Property and forfeit all rental monies paid for any of the following: Occupancy exceeding the sleeping capacity, using the Property for any illegal activity, causing damage to the Property rented or to any of the neighboring properties, holding events or parties on the Property, or any other acts which interfere with neighbors' right to quiet enjoyment of their Property. All such decisions are within Manager's sole discretion.

**LIMITATION OF LIABILITY:** Neither the Manager nor Owner assume any liability for loss, damage or injury to persons or their personal property while staying at the Property, nor for any inconveniences, damage, loss or injury arising from any temporary defects or stoppage in supply of water, gas, cable service, electricity, internet service or plumbing during your stay, nor weather conditions, natural disasters, acts of God, construction nuisances or other reasons beyond our control. Guest is not entitled to a refund relating to any such disturbances or interference nor entitled to be moved to another property.

**NEARBY CONSTRUCTION:** There may be construction ongoing at properties adjacent to or close by the Property being rented by guest. The rules regarding acceptable noise levels, start and finishing times, and other restrictions relating to any such construction are governed by local ordinances and/or community specific rules and regulations beyond the control of the Manager. As such, guest shall not be entitled to a refund relating to such construction. Notwithstanding this, the Manager will notify appropriate parties and request appropriate remedial action be taken in the event that it receives notice that the construction at issue may be in violation of any such regulations or ordinances.

**EVENTS / PARTIES:** Weddings, wedding receptions, catered events, cocktail parties, bridal showers and other non-family group events may not be held on the Property without prior approval of Manager.

**ENTRY BY MANAGER:** Manager or manager's agents may enter Property under the following circumstances: in case of an emergency; to make any necessary or agreed upon repairs, alterations, or improvements; supply necessary or agreed upon services or show the Property to prospective purchasers or contractors; or upon reasonable suspicion that Guest has violated any of its obligations hereunder. Manager will endeavor to provide Guest with at least 12 hours' notice of intent to enter except in the case of an emergency or regular service visits by pool cleaning and/or pest control vendors, provided, that failure to provide advance notice of intent to enter shall not affect Manager's ability to enter for the reasons set forth herein.

**CHECK-IN TIME** begins at 4:00 PM Central Time, and every effort will be made to have the Property ready on time. Entry prior to check-in time is not allowed unless prior arrangements have been made with Manager. Personal items, groceries and/or vehicles cannot be dropped off at the property prior to check-in.

Early check-ins, to include personal items, groceries and/or vehicles left at the home, will be charged a \$50 fee for arrivals occurring before 4:00 PM, unless other arrangements have been made with Manager prior to arrival.

No refunds will be given for late arrivals or early departures.

**CHECK-OUT TIME** is 10:00 AM Central Time to allow for preparation for arriving guests. Check-out includes Guest and guests, vehicles, luggage and all Guests' belongings.

Late check-outs will be charged a \$50 fee for departures occurring after 10:00 AM, to include personal items and/or vehicles, unless other arrangements have been made with Manager prior to departure.

Guest's failure to fulfill check-out duties expressed above under Rules and Regulations above may affect Guest's security deposit or result in charges to Guest's credit card on file of up to \$500.

**MAINTENANCE:** Please immediately report any maintenance needs for the Property to the Manager, and we will respond as quickly as possible. Refunds will not be made for maintenance issues, including, but not limited to, heating and air conditioning, appliances and electronics, or for outages of electricity, gas, water, cable, internet, or telephone service.

**LINENS/AMENITIES:** Bed, bath & kitchen linens are furnished by Manager. Beach towels are NOT provided. An initial, one-time supply of amenities to include trash bags, paper towels, dishwashing liquid, dishwasher detergent, toilet tissue, bath soap, conditioning shampoo and lotion is provided. Any other items needed are the responsibility of the Guest.

**PARKING** at the Property is limited and is home specific. No boats, jet skis, trailers, motorcycles or RVs are permitted.

**RENTAL ASSIGNMENTS:** Manager reserves the right to change rental assignments if the reserved property becomes unavailable for any reason due to necessary repairs, removal of the property from the rental program, other changes or decisions of the owner or any emergency conditions. If Guest desires to be transferred to an alternative property, Manager will make a good faith effort to relocate the Guest to a reasonably comparable property. In such case, the Guest agrees to pay any increase in rental charges associated with the new property. If we are unable to

locate an alternative property, all payments made by the Guest to the Manager will be refunded, and neither the Manager nor the Owner will be liable for any damages of any sort incurred by Guest as a result of such cancellation.

Grayt 30A Vacations Inc. is not responsible for errors in its website or advertising, for inventories and furnishing changes, or for any conditions beyond our control upon arrival. Manager does not give refunds or rate adjustments if the Property does not meet your preferences or expectations or are different than as advertised.

**PROPERTIES FOR SALE:** In the event that the Property in which you are renting is listed for sale, we may find it necessary to show the Property during your stay. We will make every effort to schedule the showing at a convenient time as to not interrupt your vacation.

**PERSONAL ITEMS LEFT BEHIND:** Manager is not responsible for lost, misplaced or left behind items. However, if notified and/or found upon Guest departure, Manager will ship said items via UPS Ground Delivery for a \$25 fee plus packing/shipping costs.

**REFUND POLICY - EQUIPMENT MALFUNCTION / NUISANCES:** Manager will make every effort to ensure that Guest's stay is safe, comfortable, and enjoyable. Manager cannot guarantee that the Guest's vacation stay is flawless or that the Property and its amenities are flawless. However, Manager will make reasonable efforts to respond to deficiencies and malfunctions in the Property and its amenities.

Guest understands and agrees that NO refunds, discounts, or transfers will be made for any reason other than those specifically provided for in this Agreement. Additionally, Guest agrees that NO refunds, discounts, or transfers will be granted for the malfunction of any appliance or amenity, inclement weather, nearby construction, mechanical breakdowns, or other adverse circumstances beyond our control. Further examples of circumstances which DO NOT warrant any refund, discount, or alternate Property, etc. include but are not limited to: breakdown of air conditioners; pool heaters; TV's, VCR's, DVR's, DVD's, Stereo's, or other electronics or appliances which malfunction; disruption of use or access to the beach due to nature or construction; presence of insects; disruption of utility services including cable, internet, water, electric satellite; a Property not decorated, improved, or updated to Guest's tastes; problems which have not yet been reported to Manager; bad weather; or noisy neighbors. The incidental presence of pests or bugs which do not render the Property unfit or uninhabitable will not present cause for refunds, discounts, or transfers.

Guest agrees to report any and all problems to Manager as soon as is practical. Manager agrees to make every effort to resolve the reported problem as quickly as possible; however, cannot guarantee when the problem will be resolved. Speed of service cannot be guaranteed. Guest understands and agrees that emergency repair and service calls will be returned promptly, and that the urgency of any problems and its resolution will be solely determined by Manager. Calls deemed to effect non-



essential services will be returned the following business day. In cases of medical or fire emergencies the Guest will call 911 emergency services.

**LOCK OUT POLICY:** In the event you are locked out during your vacation, you may come to our office to borrow a key, which must be returned immediately. If we have to bring the key to you there will be (a) a \$25.00 fee during business hours, or (b) a \$50.00 fee after-hours, charged to the credit card on file. Our after-hours emergency number is posted on the outside of our office door, on the voice mail recording at our office, and in the package received at check-in. We strongly recommend all members of Guest's party be made aware of keyless entry or lockbox codes, and that a key is kept in the lockbox at all times.

**TELEPHONE USE / PAY PER VIEW:** Some Properties may be equipped with "call blocking service" which blocks long distance or collect calls. You will be able to utilize a calling card or major credit card to make long distance calls. Pay per views are strictly prohibited. If charges are incurred the Guest will be charged the fees along with a \$150 service fee.

**FIREPLACE:** If the Property has a fireplace, use is only available in winter months and is non-operational in spring, summer or early fall. Guest is responsible for the purchase of wood, if fireplace is wood burning.

**GRILLS:** Guest should not assume grills are present or permitted at any Property. If a charcoal grill is present, Guest is responsible for charcoal/lighter fluid (Manager provides propane for gas grills) and assumes full responsibility for any damages to the grill or resulting from use of a grill. Guest is responsible to thoroughly clean grills upon departure. If grill has not been thoroughly cleaned upon departure, Guest will incur a \$50.00 cleaning fee, to be charged to the credit card on file.

**MANDATORY EVACUATIONS:** If State or local authorities order a mandatory evacuation of an area that includes the Property, Guest shall comply with the evacuation order.

Guest agrees to follow the Check-Out procedures outlined above in this Agreement in the event of a mandatory evacuation order. Guest agrees to return only when the evacuation order has been lifted and after contact with Manager has been made to confirm availability of the Property. If occupancy is authorized to resume, check-in procedures will be followed as outlined above in this Agreement.

The Guest shall not be entitled to a refund if: (i) prior to the Guest taking possession of the Property, the Guest refused travel insurance offered by the Manager that would have compensated the Guest for losses or damages resulting from loss of use of the Property due to a mandatory evacuation order; or (ii) the Guest purchased insurance offered by Manager, as described below.

**TRAVEL INSURANCE:** Grayt 30A Vacations has partnered with Red Sky Travel Insurance to provide Sun Trip Preserver® coverage for our guests. Sun Trip Preserver provides cancellation and interruption services as well as emergency

assistance and travel services. Protect yourself in the event of hurricane evacuations and family emergencies such as illness or death in the family. The travel insurance is optional, and the cost is 6.95% of your total reservation stay. Lock your policy in early; for the most coverage, it is strongly recommended you purchase with your first booking deposit. Premium is non-refundable after 14 days of purchase.

To learn more about Sun Trip Preserver or to file a claim, please visit <http://trippreserver.com/sun-trip.html>

Phone: 866-889-7409  
Email: redsky@archinsurance.com  
Mail: Red Sky Travel Insurance  
c/o Arch Insurance Company  
Executive Plaza IV  
11350 McCormick Road, Suite 102  
Hunt Valley, MD 21031

**If the home has a private swimming pool, the following terms apply:**

Guest agrees as follows:

- Only Guests and their guests are permitted in the pool or pool area. The maximum number of guests is not to exceed the sleeping capacity of the home. Guests are responsible for any damage caused by themselves or their guests. All guests must be accompanied by an adult (25 years or older) at all times.
- Children age 10 and under and non-swimmers must have adult swimmer supervision.
- No diving is allowed because the pool is too shallow. Always enter the pool feet first.
- No glass containers are permitted in the pool or pool area.
- No alcoholic beverages are permitted in the pool or pool area. No person who is intoxicated may enter the pool or pool area.
- No bicycles, skateboards, skates, roller blades, scooters or other riding equipment of any kind are permitted in the pool or pool area.
- Only standard, single person flotation devices are allowed in the pool, except by individuals with physical impairments.
- Boisterous conduct is prohibited in the pool and pool area. This includes running, pushing and dunking.
- No pets or animals are permitted in the pool or pool area.
- Keep entry gates closed as you enter or exit the pool area.
- Acceptable swimming apparel must be worn in the pool.
- The pool hours are 7:00 AM until 10:00 PM.
- If the home has a pool heater, it is set to 88° only if additional fees have been paid. If pool has attached spa, which is simply an extension of the pool, it is also heated to 88°; there may or may not be jets. Do not attempt to turn up

the heater beyond this setting. Any tampering with pool equipment will result in a \$50 fee plus any damages incurred, to be charged to the credit card on file.

- **Pool heating must be added to your stay and paid for no later than 90 days prior to arrival**, which coincides with the due date of your final balance. Pools must be heated for the duration of your stay.
- Please note, electric pool heaters do not operate in temperatures below 50°.
- If any windows or doors of the home open directly onto the pool deck, said windows or doors are equipped with a state approved alarm device. **Do not tamper with or disengage the alarm device.** Tampering with or disengaging the alarm device will result in a \$50 fee plus any damages incurred, to be charged to the credit card on file.

**RELEASE; INDEMNIFICATION:** In addition to the other specific releases set forth in this Agreement, Guest, for himself or herself, his or her heirs, assignors, executors, and administrators, and on behalf of each occupant of the Property, and such occupants' heirs, assignors, executors and administrators (each a "Guest Releasing Party"), fully release and discharge Owner, Manager and its employees, agents, subcontractors, officers and directors ("Grayt 30A Parties") from any and all liabilities, claims, demands, and causes of action which any Guest Releasing Party has or may have in the future by reason of any injury, loss or damage by whatever nature which has or have occurred, or may occur to any Guest Releasing Party during the stay as a result, or in connection with the occupancy of the Property or in use of any item provided during your stay, including bikes, golf carts or other recreational items, including any claims, damages, costs or causes of action due to the negligence, breach of contract or wrongful conduct of any Grayt 30A Party, and agree not to sue and to hold the Grayt 30A Parties free and harmless of any claim or suit arising there from.

By signing this Agreement, you understand, intend and desire to release, on behalf of each Guest Releasing Party, the Grayt 30A Parties from any and all liability arising from or related to the occupancy of the Property to the fullest extent permitted by the laws of the State of Florida.

Guest and all occupants shall, jointly and severally, defend, indemnify and hold the Grayt 30A Parties harmless from any and all claims, liabilities, losses, costs and expenses (including, but not limited to, reasonable attorneys' fees and costs of suit) incurred by the Grayt 30A Parties related to, as a result of or arising from Guest's actions and any occupants, including any negligent acts or omissions, willful misconduct, violations of laws or any obligations in this Agreement, except to the extent such claims, demands and actions arise from the gross negligence or willful misconduct of the Grayt 30A Parties.

**USE OF PERSONAL DATA AND PRIVATE INFORMATION:** Your privacy—and the protection of your private information, such as your email address, credit card information, bank account information, physical address, and name—is important to us. Manager will only use your financial information (including your credit card or

check account information on file) as necessary to process payment for booking charges and other authorized fees and damages in accordance with this Agreement. Manager will only use your other private information that Manager may collect to (i) fulfill, offer, or further develop (or improve) its products, services, and offers or those of its affiliates, (ii) communicate with you or Manager's applicable employees, agents, and third-party service providers, and (iii) provide you information about new and existing products, services, and offers that may interest you related to Manager or its affiliates. Additionally, Manager may also collect "cookies" (small files that contain unique identifiers that allow Manager's computers to identify your web browser, though not you specifically, each time you visit Manager's website) and anonymous information about you, such as how long you stayed on the website, the name of your internet service provider, and the portions of Manager's website you viewed. Any cookies or anonymous information Manager collects will only be used to improve functionality of its website, or for research and analytical purposes (though no personal information about you will be included for research and analytical purposes). Your personal information will not be shared or sold to third parties for the purpose of their telemarketing or selling their products or services, unless you otherwise consent to such disclosure or sale.

While utilizing Manager's website, or any internet access made available during your stay at the Property, you agree not to engage in any activity that violates any federal or state privacy, copyright, or criminal law, or that could be considered malicious or unethical. If you become aware of such activity by yourself, or by another, you must immediately notify us. Likewise, you agree not to share or disclose any password created by you, or made available to you, related to internet access or Manager's website.

Despite Manager's continual and evolving efforts to maintain appropriate protections, Manager cannot guarantee the security of your private information. Accordingly, you acknowledge and agree that Manager makes no such guarantee. You recognize and accept that Manager has no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or Manager's third-party vendors. You consent to Manager's use of these electronic devices and applications and submission of confidential client information to third-party service providers for your reservation. Similarly, Manager's website may provide links to other websites or resources, of which Manager has no control over. Manager is not responsible for the availability of such external websites or resources, and Manager does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such websites or resources. You further acknowledge and agree that Manager shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such website or resource.

**AGENCY:** Manager is the authorized agent of the owner of the Property and is required by contract and state law to follow the lawful instructions of the Owner.

**INTERPRETATION:** Any headings used in this Agreement are for convenience of reference only and shall not be construed to alter or affect the meaning of any of the provisions. All references to the singular shall include the plural, and vice versa. The parties agree that this Agreement is the result of negotiation by the parties, each of whom was represented by counsel, and thus, this Agreement shall not be construed against either party because of authorship.

**DISPUTES:** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida, without regard to principles of conflicts of law. The exclusive venue for any civil action related to this Agreement or the course of dealings between the parties is the courts sitting in Walton County, Florida. The parties hereby submit to the personal jurisdiction of all the courts in the previous sentence and agree not to challenge such jurisdiction. In any action, suit, or proceeding to enforce or interpret the terms of the Agreement or to collect any amount due hereunder, the prevailing party shall be entitled to reimbursement for all costs and expenses reasonably incurred in enforcing, defending or interpreting its rights hereunder, including, but not limited to, all attorneys' fees and the costs expended in determining entitlement to and amount of such fees. BY ENTERING INTO THIS AGREEMENT, THE PARTIES KNOWINGLY AND VOLUNTARILY WAIVE THE RIGHT TO A JURY TRIAL AS TO ANY CLAIMS A PARTY MAY CLAIM TO HAVE AGAINST THE OTHER WHICH ARISES OUT OF THIS AGREEMENT OR THE COURSE OF DEALINGS BETWEEN THE PARTIES.

**ELECTRONIC COPIES:** Legible fax copies and photocopies of documents signed by either party are deemed to be equivalent to originals.

**NATURE OF AGREEMENT; SEVERABILITY:** This Agreement constitutes the entire agreement between the parties and supersedes any prior understanding, marketing or agreement among them respecting the subject matter hereof. There are no representations, arrangements, understandings or agreements, oral or written, relating to the subject matter of this Agreement, except those fully expressed herein. All of the terms, covenants and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. If any term or provision of this Agreement is held illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of the remainder of this Agreement.

**ASSIGNMENT; WAIVER:** The Property may not be sublet, and you may not assign this Agreement without Manager's consent. Your reservation is personal to you and is not transferable to any other party. Any attempted assignment shall be null and void. No waiver of any provision hereof shall be valid or binding on the parties hereto, unless such waiver is in writing and signed by or on behalf of the parties hereto, and no waiver on one occasion shall be deemed to be a waiver of the same or any other provision hereof in the future.

**REMEDIES FOR VIOLATIONS: Violation by a Guest of any term, condition or obligation set forth in this Agreement may result in eviction from the Property immediately and forfeiture of all booking charges, in addition to liability for additional charges for any damages incurred. By signing this Agreement, you accept responsibility for any such damages and authorize Manager to withhold such damages from the security deposit amount without any further approval from you, as applicable, and to charge the credit card or checking account on file to reimburse any Grayt 30A Party for any such damages or expenses without further approval from you.**

**BY SIGNING BELOW, THE UNDERSIGNED ACKNOWLEDGES THAT HE OR SHE: (1) HAS READ AND UNDERSTANDS THIS AGREEMENT IN ITS ENTIRETY, (2) HEREBY AGREES TO COMPLY WITH THE TERMS AND CONDITIONS SET FORTH HEREIN, (3) HEREBY AGREES TO PROVIDE A COPY OF THIS AGREEMENT IN ITS ENTIRETY, INCLUDING THE APPENDIXES ATTACHED HERETO, TO EACH GUEST ON THE PROPERTY DURING HIS OR HER STAY, AND (4) UNDERSTANDS THAT HE OR SHE IS RESPONSIBLE FOR THE ACTS OR OMISSIONS OF EACH OCCUPANT ON THE PROPERTY DURING HIS OR HER STAY.**

We do appreciate your booking and welcome you as our guest.

Grayt 30A Vacations Inc.  
O'Brien Centre, Suite B  
2166 West County Hwy 30A  
Santa Rosa Beach FL 32459  
844-941-1213  
[www.grayt30avacations.com](http://www.grayt30avacations.com)

Guest Signature: \_\_\_\_\_

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

Reservation ID: \_\_\_\_\_ Dates of Stay: \_\_\_\_\_

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