

AMI ACCOMMODATIONS RENTAL TERMS & CONDITIONS



CHECK-IN TIME 4:00 PM — CHECK-OUT TIME 10:00 AM

Anna Maria Island Accommodations strives to offer premium properties and customer service to our guests. These terms and conditions are intended to clearly communicate what we will provide, the rules of our properties, and the requirements we make of our guests. These all help us ensure our properties remain clean, safe, and fully functional so you, and the guests who follow you, will have an incredible vacation in one of our properties.

It is very important that you read and understand this entire agreement. Person making the reservation must initial each page, initial the cancellation policy, and sign the terms and conditions. Payment of the deposit or for the vacation rental indicates your acceptance of the terms and conditions, but payment does not replace the signature requirement.

NON-COMPLIANCE WITH THESE RULES CAN RESULT IN RENTAL TERMINATION WITHOUT REFUND.

DEFINITIONS: Throughout this agreement Anna Maria Island Accommodations, Inc., its owners and employees, affiliates, and the property owner are collectively referred to as "AMI Accommodations" or "we." The person making this reservation is referred to as "Guest" or "you."

CANCELLATION POLICY: You may cancel your reservation up to 60 days prior to check-in for a full refund 1) less a \$295 processing fee and 2) less 3rd party travel insurance fees, if applicable. After that time, or for reservations made on or less than 60 days in advance of check-in, your reservation is non-refundable.

To cancel a reservation, notify AMI Accommodations Reservations as soon as possible. Initial notice by phone is acceptable, but follow-up in writing is required; email from the address associated with the reservation is acceptable as written notice.

For canceled reservations with a check-in date more than 60 days away: We will refund all amounts paid 1) less a \$295 processing fee and 2) less 3rd party travel insurance, if applicable. The refund will be made to the original payment method. If we cannot issue the refund to the original payment method for a reason outside of our control (e.g. the credit card has been cancelled), we will issue a check less an additional 3% fee to cover our credit card costs. The refund will be processed within ten business days of your notification to us.

For canceled reservations with a check-in date equal to or less than 60 days away: We will place the property back on the market and attempt to re-rent it. If we can re-rent the property, we will refund all amounts paid 1) less a \$295 processing fee and 2) less 3rd party travel insurance, if applicable, and 3) less any re-rent price deficiency. A price deficiency can result if, for example, we are unable to re-rent for the full time period or if the daily rental rate had to be discounted to fill the property. We do not make any representation or guarantee that we will be able to re-rent the property. The refund, if applicable, will be sent no more than 20 business days after the departure date of originally planned stay.

If Guest needs to shorten their stay or change to a different property, the normal cancellation policy applies. No changes are permitted during the stay.

AMI Accommodations strongly recommends Guest purchase travel insurance prior to the stay to avoid costs from covered events, including some cancellations. Please contact AMI Accommodations Reservations if you are interested in adding travel insurance, offered by a third party, to your reservation. You may also secure your own, independent travel insurance to cover your trip and stay. AMI Accommodations Reservations can share more information about the travel insurance from our partner and the advantages of using them vs. one you find elsewhere.

AMI Accommodations reserves the right to cancel any reservation subject to issuing a full refund.

Please initial to acknowledge you understand the full cancelation policy above: _____

NOISE ORDINANCE: All cities and counties have noise ordinances which are enforced by local law enforcement and code enforcement officers. All cities/counties in which we operate have very strict, zero tolerance, no warning noise ordinances. The specific rules and quiet hours which apply to the property will be outlined in the on-site property binder. It is the Guest's responsibility to comply with the law, ensure all persons on the property comply with the law, and pay any fines assessed. Repeated noise complaints may result in termination of this rental agreement without refund.

Some of our properties may have a monitoring device installed. The device measures decibel level only throughout the property and is 100% privacy compliant. If you have any questions, please ask.

GUEST REQUIREMENTS: The Guest making the reservation must be present during the stay; sub-letting is not permitted. Guest must always abide by the maximum persons allowed, which varies by property, as published on our site. Public Events are not permitted without prior, written approval from AMI Accommodations. The Guest is criminally and civilly/financially responsible for all conduct of all persons on the property, including but not limited to any type of issued violation such as traffic and parking tickets, noise complaints, and turtle ordinance violations.

MINIMUM AGE: Guest must be a minimum age of 25 years old on the day of arrival, unless specifically approved in advance in writing. You agree to provide us proof of age upon request. All persons staying at the property under the minimum age must be accompanied by their parent or legal guardian for the entire duration of the rental; provided, that Guest may provide to AMI Accommodations the express written consent from the parent or legal guardian for any person under 25 years old who is going to stay at the property who is not a child or ward of Guest. We reserve the right to reject or terminate reservations made under false pretenses. Violations of this policy will result in loss of all payments and immediate removal from the property without refund.

ACTS OF GOD/HURRICANES/WEATHER/NATURE/PANDEMICS: AMI Accommodations cannot issue refunds, travel credits, nor guarantee alternative accommodations in the event of any Act of God, including but not limited to adverse weather, tornadoes, fire, lightning strikes, or red tide. We also cannot offer these for factors outside of our control, including but not limited to beach, road, or beach access closures, nor for travel restrictions or closures due to COVID-19 or other public health issues. Refunds, travel credits, or alternative accommodations are not issued in the event of mandatory or voluntary evacuation, nor for a travel advisory. We strongly advise you to purchase the appropriate travel insurance to protect your investment and to read the policy carefully to ensure it provides suitable coverage.

CONSTRUCTION: AMI Accommodations does not receive any notification of nearby construction projects, including new construction, exterior or interior renovations, and pool/landscaping installation. Work may stop and start unexpectedly on surrounding properties. AMI Accommodations shall not be held responsible to provide any type of advance notification, alternative accommodations, or financial compensation to Guest should construction negatively impact their stay.

AMI Accommodations attempts to keep property descriptions and photos up to date on our website, but views are subject to change due to construction that may occur on surrounding properties.

PAYMENT: If a reservation is made more than sixty days in advance of arrival, a deposit of 50% is immediately required, and the remaining 50% must be paid sixty days prior to arrival. If a reservation is made less than sixty days in advance of arrival, full payment is due at the time of reservation.

The first \$1,000 of any reservation must be made via credit or debit card. The remaining balance, if any, may be paid by credit card, debit card, or wire transfer. Electronic payments must be paid with the reservation.

If paying by credit or debit card for a reservation more than sixty days in advance of arrival, the remaining balance will be automatically charged to the card on file sixty days prior to arrival. If you would like us to use a different card for the final payment, you must let the AMI Accommodations Reservations team know prior to this date. Wire transfer final payments must be received no later than sixty days prior to arrival. Failure to pay balance by this date may result in cancellation of your reservation without refund.

RATE CHANGES AND WEBSITE CONTENT: Published rates are subject to change without notice. The rate and rental listing information provided, though deemed accurate, is not guaranteed. It is subject to errors, omissions, change of price, or withdrawal without notice. Property furnishings and amenities are subject to change without notice.

DISPUTES: Guest agrees to contact AMI Accommodations FIRST, during their stay, and within 48 hours if the issue regarding any dissatisfaction or dispute related to their stay. AMI Accommodations strives to offer premium customer service, and we would like the opportunity to correct the problem or otherwise make it right. In the event of a chargeback, Guest acknowledges that AMI Accommodations will provide phone voice recordings, email and text message archives, and pre-arrival and post-departure inspection reports, which include photographs, to the credit card company and the courts as necessary to resolve any claims, and Guest shall be responsible to AMI Accommodations for any and all costs incurred by AMI Accommodations in halting or reversing the chargeback, unless such chargeback is upheld by the credit card company.

FAILURE OF EQUIPMENT/CONDITION: In the event of a failure of equipment to work, Guest must notify AMI Accommodations as soon as possible and within 24 hours so repairs can be made. Guest expressly waives and relinquishes any rights or claims against AMI Accommodations for any damage that may result to Guest from lack of maintenance, cleanliness, repair, defect for ordinary negligence. While we make every effort to limit Guest interruptions, maintenance of the unit may occur during your stay. In this case, our maintenance department may require access to the unit, with or without notice and with or without the presence of the Guest.

DAMAGE: Guest is responsible for any damage to the property. AMI Accommodations reservations include a non-refundable damage waiver, which covers accidental damage only, provided such damage is disclosed to the AMI Accommodations Guest Services team prior to check-out. The damage waiver does not cover

intentional damage, theft, or excess cleaning required after the stay. It does not cover damage caused by a pet.

Please document and report to the AMI Accommodations Guest Services team any pre-existing damage to the property as soon as possible upon your arrival to avoid possible liability. Report any damage you cause as soon as possible to the AMI Accommodations Guest Services team. The sooner we know about damage, the faster and more cheaply we can repair it. Substantial damages may involve a loss of rental revenue as a result of the property being held off market during repair or remediation; this loss of revenue is part of total damages for which the Guest will be liable.

Supplemental travel insurance, including a policy offered through AMI Accommodations, may offer increased coverage. Any loss or damages that are not covered by our accidental damage policy, or by a supplemental travel policy sold through AMI Accommodations, will be charged to the credit card on file. If you purchase your own travel insurance, it is your responsibility to pay damages and be reimbursed by your travel insurance company.

ACCIDENTS, INJURY, OR LOSS: Guests shall **indemnify, defend, and hold harmless** AMI Accommodations from any and against all liabilities, claims, expenses, fees, loss of use of actions arising out of Guests or their guests use and occupancy of the premises or use of equipment located in or on the property. Guest assumes all responsibility for himself/herself and their guests. Guest understands and accepts that any equipment located in or on the property or supplied by AMI Accommodations is provided without any warranty about its condition or suitability.

AMI Accommodations is not responsible for the loss of personal belongings of any kind.

ASSUMPTION OF RISK: Guest understands that as guests of the property, Guest may be injured or otherwise harmed or may cause injury or other harm to other persons or property associated with Guest's stay at the property. Guest understands that this is a residential property, and if there is a pool or spa/hot tub, the pool or spa/hot tub creates an inherently dangerous environment because of the potential for jumping, climbing, and swimming in the pool or spa/hot tub and possible drowning, and the use of other recreational items or features at the property, such as kayaks, rafts, roof top decks, water access, paddleboards, or bikes is inherently dangerous because of the potential for falling off, drowning, or otherwise. Guest hereby (i) **ASSUMES ALL RISK** for use of the property and items supplied at or around the property and any harm, injury or loss that may occur to Guest or Guest's property and (ii) **RELEASES** AMI Accommodations from all claims, liabilities, causes of action, and demands that arise in any way from any personal property damage, injury, death, loss or harm that occur to Guest or to any other person or to any property as a result of Guest's use of any equipment at the property.

INSURANCE: AMI Accommodations shall have the right to partner with a third-party insurance company whose services may include conducting a background check on a guest. You give permission to SafelyStay, Inc. to verify your identity and check criminal databases in order to confirm your reservation. Complete terms regarding Safely's guest verification can be found at <https://www.safely.com/terms>. You may receive an email from concierge@safely.com to complete your screening. Failure to submit required information to complete this screening may result in the cancellation of your reservation.

ACCOMMODATION SUBSTITUTION: In unusual situations, your confirmed property may be unavailable during your reservation dates due to circumstances beyond our control, for example: fire, hurricane, air conditioning malfunction, or sale of the property. AMI Accommodations reserves the right to substitute

your accommodations. We cannot guarantee identical amenities, but we will make every effort to provide you with a comparable home and a pleasant vacation experience. AMI Accommodations is not liable for damages or inconvenience in this rare circumstance.

ACCESS TO PROPERTY: AMI Accommodations makes every effort to give you privacy to enjoy your vacation. However, we have occasional, mandatory requirements to access the property, such as insurance inspections, city inspections, or emergency repairs. AMI Accommodations will clearly communicate to you, via email, phone, and/or text, in advance if possible, and will attempt to schedule appointments at a convenient time for the Guest's schedule. We reserve the right to access the property at all times, with or without prior notice and with or without Guest's presence.

PROPERTIES FOR SALE: In the rare event that the property is listed for sale, the property owner or real estate agents may need to show the property during a Guest's stay. We will make every attempt to schedule the showing at a convenient time so as not to disturb your vacation. Guest agrees to allow the property to be shown.

SMOKING: ALL AMI Accommodations properties are smoke free. You are not permitted to smoke inside the building, on balconies, patios, in the pool or spa, or within 30 feet of the property. Smoke smell remediation costs are substantial and will be charged to the Guest with a minimum fee of \$500. These same prohibitions apply to e-cigarettes, vapes, and similar devices.

FURNITURE AND ACCESSORIES: As part of our pre-arrival inspection process, AMI Accommodations inventories the contents of the property and photographs the condition of rooms, furniture, and equipment. Furniture is not to be removed from the property, nor relocated from room to room. Blankets and bath towels must remain in the property. Beach towels are provided, and they may be used for that purpose. Linens are inventoried, and Guest will be charged for any missing or damaged items.

Any recreation equipment included with the property, which vary but may include folding beach chairs, kayaks, toys, bikes, and the like, may be taken to the beach and/or used by the Guest in their intended use. If lost, damaged, or stolen the Guest will be charged replacement value.

SERVICE ANIMALS AND EMOTIONAL SUPPORT ANIMALS: AMI Accommodations will make reasonable accommodations for Service Animals in accordance with federal and Florida law. Requirements in the "Pets" section below do not apply. We ask that you strongly consider properties marked "Dog Friendly" on our site to accommodate the individual property owners who often stay in their properties and who may have animal allergies.

Please notify us in advance, preferably in writing, of your intention to have a Service Animal in the property and to provide reliable information that reasonably supports that the person has a disability and the need for the particular support animal. Examples of suitable information are described in § 413.08, Fla. Stat. (2020). As a reminder, the statutes also provide criminal penalties for false representation in this matter. Service Animals must remain with the guest at all times and must never be left unaccompanied at the property.

Emotional support animals ("ESA") are not exempted from our Pets policy and the same requirements and limitations apply.

PETS: Dogs are allowed in homes marked "Dog Friendly" and subject to the following conditions:

- A supplemental cleaning fee of \$250 per reservation, subject to change, must be paid by Guest.
- A maximum of two dogs are permitted per property with a maximum combined weight of 50 pounds.
- Dogs must be requested in advance and approved by AMI Accommodations, in writing, prior to the stay.
- No purebred or crossbred dog of any of the following breeds are permitted: Pit Bull Terrier, Staffordshire Terrier, Rottweiler, German Shepherd, Presa Canario, Chow Chow, Doberman Pinscher, Akita, Wolf-hybrids, Mastiff, Cane Corso, Great Dane, Alaskan Malamute, or Siberian Husky.
- No dog who is known to have bitten anyone where the injury required medical attention, or where the Guest knows the dog to be potentially dangerous.
- Dogs may not enter the pool or spa. Dogs are not permitted on any furniture, including beds.
- All waste must be picked up and properly disposed, both on the property and in all other public and private places during the stay.

Guest is responsible for any damage, medical expenses, and/or excess cleaning that occurs due to the pet. We can require that any animal not in compliance with these policies be removed from the home without refund.

No other animals, including but not limited to cats, pigs, rodents, snakes, and birds, are permitted.

NON-PET FRIENDLY RENTALS: Some of our properties are designated as non-pet friendly at the property owners' request. Many times, this is due to owners' severe allergies, asthma, or other medical conditions that could be affected by their presence, even after the fact. Please note in some cases this may be a preference by the individual property owners, and while they may not allow outside pets, they may take their own pets to the home. Customers with severe pet allergy issues should be aware that a pet may have entered or resided on any of our properties.

PARKING: Guests must follow the parking rules of each home, the homeowner's association rules if applicable, and City or County ordinances. The number of parking spaces is advertised in the home's listing. Securing any additional parking is the guest's responsibility. Parking of commercial vehicles, recreational vehicles, boats or marine vessels or equipment, trailers of any kind, or otherwise are prohibited without approval by AMI Accommodations, in writing, prior to your arrival date.

POOL EQUIPMENT: All pools and pool equipment are maintained by licensed and insured Pool Technicians. All guest-accessible features can be controlled using the pool remote that is usually located in the immediate pool patio area. Any other changes to the pool equipment, settings, controls, valves, are strictly prohibited as they may result in severe damage to the pool and or spa, and the guest shall be responsible for any service call and associated repairs. Most pool equipment areas are fenced and may be electronically monitored.

KEYS: If keys are provided for your rental property during your stay, you are responsible for them. If the keys are not returned Guest will be charged \$25 per key.

GARBAGE DISPOSAL/TOILETS: Please do not put any item besides toilet paper in the toilet. "Flushable" wipes, paper towels, baby wipes, feminine products, and similar items are likely to clog the plumbing. Similarly, fibrous materials, such as celery, corn husks, and similar will clog the garbage disposal. If we

determine that these items are the reason for a plumbing issue, the Guest will be billed for all costs related to the service call and repair, including loss of use.

TRASH AND RECYCLING: Trash and recycling should be deposited in the designated bins outside the property. Please check the on-site property binder for pick up dates. It is important that bins remain in their designated locations to ensure pickup and comply with city/county ordinances. To help preserve Florida's natural beauty, we strongly encourage you to recycle as much of your waste as possible by separating it from trash and depositing it into the marked recycling bins.

SUPPLIES: AMI Accommodations provides preliminary supplies of toilet paper, paper towels, soaps, trash bags, and other small items for the guest. After these items are used, the guest is responsible for any additional needs for the duration of their stay.

HOUSEKEEPING: Properties are cleaned and fresh towels and linens are provided at the start of each stay. We do not provide daily housekeeping or daily linen/towel service. Mid-stay cleans can be arranged for a fee. Contact Reservations for more information.

MARKETING AND COMMUNICATIONS: You grant AMI Accommodations irrevocable permission to contact you with important information regarding this reservation. You also grant AMI Accommodations revocable permission to send marketing, promotional, and discount communications to you prior, during, and after this reservation.

PHONE RECORDING: All phone conversations to or from AMI Accommodations phone numbers will be recorded for quality assurance. Guest consents to these recordings.

FIREARMS: Absolutely no firearms of any kind are allowed on the property. Guest acknowledges that any firearm found or left on the property will be immediately reported to and removed by local law enforcement, not by AMI Accommodations.

ILLEGAL ACTIVITY: Should the Guest or other occupants of the property use the property for any illegal or unlawful purpose including, but not limited to, the possession, serving, or consumption of alcoholic beverages by persons less than 21 years of age or any disturbance resulting in criminal police action this agreement will be terminated immediately, Guest and all other occupants will be required to immediately vacate the property, and all monies paid will be forfeit.

TERMINATION OF AGREEMENT: Failure to abide by the terms and conditions of AMI Accommodations, or Federal or Florida Law, could result in the termination of the rental agreement without refund.

Each party to this agreement consents and submits to personal jurisdiction over the party by, and venue in, the courts of the State of Florida in and for Manatee County, Florida, regarding any legal action arising from, or otherwise related to this Agreement. Any dispute arising between customer and AMI Accommodations shall be brought exclusively in the state courts located in Manatee County, Florida.

Guest shall pay all reasonable attorney fees and all court costs and any expenses incurred by AMI Accommodations to enforce any provisions of this agreement, with or without legal proceedings, including,

but not limited to, such fees, costs, and expenses incurred by AMI Accommodations for trial or appellate proceedings, mediation, or arbitration.

The terms of this agreement serve forever as a release and assumption of risk by Guest and for Guest's heirs, estate, executor, administrator, assignees, for all members of Guest's family, and any persons visiting or staying in the property during the stay.

This agreement contains the entire agreement of the parties. It may only be changed in writing by both parties. Guest cannot assign or transfer this agreement.

I HAVE READ AND UNDERSTAND THIS AGREEMENT, AND I AM AWARE THAT BY ACCEPTING THIS AGREEMENT I MAY BE WAIVING CERTAIN LEGAL RIGHTS. I DO SO FREELY AND VOLUNTARILY AS PART OF THE AMI ACCOMMODATIONS RENTAL AGREEMENT TERMS AND CONDITIONS WITHOUT ANY INDUCEMENT.

Guest Signature

Date