



## **PRIME VACATIONS RENTAL TERMS & CONDITIONS**

PRIME VACATIONS 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. The person making the reservation must initial each page, initial the cancellation policy, and sign the terms and conditions. Payment of the deposit for the vacation rental indicates your acceptance of the terms and conditions, but the payment does not replace the signature requirement.

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

**DEFINITIONS:** Throughout this agreement PRIME VACATIONS LLC, its owners and employees, affiliates, and the property owner are collectively referred to as "PRIME VACATIONS" or "we." The person making this reservation is referred to as "Guest" or "you."

**CANCELLATION POLICY: You may cancel your reservation up to 30 days prior to check-in for a full refund less 3rd party travel insurance fees, if applicable. After that time, or for reservations made on or less than 30 days in advance of check-in, your reservation is non-refundable.**

To cancel a reservation, notify PRIME VACATIONS 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 30 days away:** We will refund all amounts paid less third-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 canceled), 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 30 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 third-party travel insurance, if applicable, and 2) 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 the 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.

PRIME VACATIONS strongly recommends Guest purchase travel insurance prior to the stay to avoid costs from covered events, including some cancellations. Please contact PRIME VACATIONS 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. PRIME VACATIONS Reservations can share more information about travel insurance from our partner and the advantages of using them vs. one you find elsewhere.

PRIME VACATIONS reserves the right to cancel any reservation subject to issuing a full refund.

**Please initial to acknowledge you understand the full cancellation policy above:**

**Guest Initials:** \_\_\_\_\_

**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 the termination of this rental agreement without a 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 number of persons allowed, which varies by property, as published on our site. Public Events are not permitted without prior, written approval from PRIME VACATIONS. 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 with 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 PRIME VACATIONS 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 the loss of all payments and immediate removal from the property without a refund.

**ACTS OF GOD/HURRICANES/WEATHER/NATURE/PANDEMICS:** PRIME VACATIONS 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 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 a mandatory or voluntary evacuation nor for a travel advisory. If a mandatory evacuation order is in effect for your rental property, all members of your party must vacate the property. 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. If your travel insurance claim is denied, Anna Maria Island Accommodaitons is not responsible for any refunds or travel credit.

**Guest Initials:** \_\_\_\_\_

**CONSTRUCTION:** PRIME VACATIONS 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. PRIME VACATIONS shall not be held responsible for providing any type of advance notification, alternative accommodations, or financial compensation to Guest should construction negatively impact their stay.

PRIME VACATIONS 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.

**Guest Initials:** \_\_\_\_\_

**PAYMENT:** 25% is due at the time of reservation. An additional 25% is due ninety days prior to the arrival date. The final 50% is due sixty days prior to the arrival date. We will automatically charge subsequent payments to the card provided at the time of reservation. If you want to use a different method for subsequent payments, please contact the PRIME VACATIONS Reservations team.

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. Wire transfer payments must be received in our account by each due date or the reservation may be canceled.

If paying by credit or debit card for a reservation more than ninety (90) days in advance of arrival, a 25% deposit will be charged at the time of booking. Ninety (90) days prior to arrival, an additional 25% will be automatically charged to the card provided at the time of booking. The remaining fifty% (50) balance will be automatically charged to the card on file sixty (60) days prior to arrival. If you want us to use a different card for the second or final payment, you must let the PRIME VACATIONS Reservations team know prior to this date. Wire transfer final payments must be received no later than sixty (60) days prior to arrival. Failure to pay the balance by this date may result in the cancellation of your reservation without a 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 PRIME VACATIONS FIRST, during their stay, and within 48 hours if the issue regarding any dissatisfaction or dispute related to their stay. PRIME VACATIONS 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 PRIME VACATIONS will provide phone voice recordings, email and text message archives, pre-arrival and post-departure inspection reports, which include photographs, to the credit card company and the courts as necessary to resolve any claims. Guest shall be responsible to PRIME VACATIONS for any and all costs incurred by PRIME VACATIONS in halting or reversing the chargeback unless such chargeback is upheld by the credit card company.

**Guest Initials:** \_\_\_\_\_

**FAILURE OF EQUIPMENT/CONDITION:** In the event of equipment failure, Guest must notify PRIME VACATIONS as soon as possible and within 24 hours so repairs can be made. Guest expressly waives and relinquishes any rights or claims against PRIME VACATIONS for any damage that may result to Guest from lack of maintenance, cleanliness, repair, or defect for ordinary negligence. While we make every effort to limit Guest interruptions, unit maintenance 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. PRIME VACATIONS reservations include a non-refundable damage waiver, which covers accidental damage only, provided such damage is disclosed to the PRIME VACATIONS 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 PRIME VACATIONS 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 quickly as possible to the PRIME VACATIONS Guest Services team. The sooner we know about damage, the faster and more inexpensively we can repair it. Substantial damages may involve a loss of rental revenue as a result of the property being held off the market during repair or remediation; this loss of revenue is part of the total damages for which the Guest will be liable.

Supplemental travel insurance, including a policy offered through PRIME VACATIONS, may offer increased coverage. Any loss or damages that are not covered by our accidental damage policy or a supplemental travel policy sold through PRIME VACATIONS, 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** PRIME VACATIONS and the owner(s) of the property from any and against all liabilities, claims, expenses, fees, loss of use of actions arising out of Guests or their guest's use and occupancy of the premises or use of equipment located in or on the property. Guest assumes all responsibility for themselves and their guests. Guest understands and accepts that any equipment located in or on the property or supplied by PRIME VACATIONS is provided without any warranty about its condition or suitability.

PRIME VACATIONS is not responsible for the loss of personal belongings of any kind.

**Guest Initials:** \_\_\_\_\_

**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 the 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. Using other recreational items or features at the property, such as kayaks, rafts, rooftop decks, water access, paddleboards, bikes, and pool water features such as water slides or pool waterfalls, is inherently dangerous because of the potential for falling off, drowning, or otherwise. Guest hereby (i) **ASSUMES ALL**

**RISK** for the 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** PRIME VACATIONS and the owner(s) of the property 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 occurs to Guest or any other person or to any property as a result of Guest's use of any equipment at the property.

**INSURANCE:** PRIME VACATIONS 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](mailto:concierge@safely.com) to complete your screening. Failure to submit the required information to complete this screening may result in your reservation's cancellation.

**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. PRIME VACATIONS 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. PRIME VACATIONS is not liable for damages or inconvenience in this rare circumstance.

**ACCESS TO PROPERTY:** PRIME VACATIONS 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. PRIME VACATIONS 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 PRIME VACATIONS 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.

**Guest Initials:** \_\_\_\_\_

**FURNITURE AND ACCESSORIES:** As part of our pre-arrival inspection process, PRIME VACATIONS inventories the property's contents and photographs the condition of rooms, furniture, and equipment. Furniture is not to be removed from the property or 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 varies but may consist of folding beach chairs, kayaks, toys, bikes, and the like, may be taken to the beach and/or used by the Guest for their intended use. If lost, damaged, or stolen, the Guest will be charged the replacement value.

**SERVICE ANIMALS AND EMOTIONAL SUPPORT ANIMALS:** PRIME VACATIONS 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 pertinent 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 always remain with the guest and 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, plus taxes, 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 PRIME VACATIONS, 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 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 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.

**Guest Initials:** \_\_\_\_\_

**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 that 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 is prohibited without approval by PRIME VACATIONS, in writing, before your arrival date.

**POOL EQUIPMENT:** Licensed and insured Pool Technicians maintain all pools and pool equipment. 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, and valves are strictly prohibited as they may result in severe damage to the pool and/or spa. 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. Guest will be charged \$25 per key if the keys are not returned.

**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 like celery, corn husks, and similar items 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

compliance 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:** PRIME VACATIONS 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.

**Guest Initials:** \_\_\_\_\_

**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 PRIME VACATIONS irrevocable permission to contact you with important information regarding this reservation. You also grant PRIME VACATIONS revocable permission to send marketing, promotional, and discount communications from PRIME VACATIONS and from our partners, to you before, during, and after this reservation.

**PHONE RECORDING:** All phone conversations to or from PRIME VACATIONS 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 PRIME VACATIONS.

**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 vacate the property immediately, and all monies paid will be forfeited.

**TERMINATION OF AGREEMENT:** Failure to abide by the terms and conditions of PRIME VACATIONS, 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 Guest and PRIME VACATIONS 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 PRIME VACATIONS to enforce any provisions of this agreement, with or

without legal proceedings, including, but not limited to, such fees, costs, and expenses incurred by PRIME VACATIONS 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, 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 ENTIRE 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 PRIME VACATIONS RENTAL AGREEMENT TERMS AND CONDITIONS WITHOUT ANY INDUCEMENT.**

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

**Guest Signature Date:** \_\_\_\_\_