



Orlando Area Luxury Rentals, LLC

9512 Oak Island Lane, Clermont, Florida 34711

www.orlandoarealuxuryrentals.com

Telephone: (352) 978-8730 * Facsimile: (305) 832-0524

Guest Reservation and Payment Agreement

Page 1 of 17

GUEST RESERVATION AND PAYMENT AGREEMENT

THERE IS NO NEED TO LIST ALL GUEST NAMES AT THIS TIME – JUST INDICATE AN APPROXIMATE COUNT! GUESTS CAN SIGN IN CLOSER TO YOUR ARRIVAL DATE AT: THEEVERAFTERESTATE.COM/CHECKIN.HTML

- Guest(s) Name(s):
1. _____ [] Check if under 18 years old
 2. _____ [] Check if under 18 years old
 3. _____ [] Check if under 18 years old
 4. _____ [] Check if under 18 years old
 5. _____ [] Check if under 18 years old
 6. _____ [] Check if under 18 years old
 7. _____ [] Check if under 18 years old
 8. _____ [] Check if under 18 years old
 9. _____ [] Check if under 18 years old
 10. _____ [] Check if under 18 years old
 11. _____ [] Check if under 18 years old
 12. _____ [] Check if under 18 years old
 13. _____ [] Check if under 18 years old
 14. _____ [] Check if under 18 years old
 15. _____ [] Check if under 18 years old
 16. _____ [] Check if under 18 years old
 17. _____ [] Check if under 18 years old
 18. _____ [] Check if under 18 years old
 19. _____ [] Check if under 18 years old
 20. _____ [] Check if under 18 years old
 21. _____ [] Check if under 18 years old
 21. _____ [] Check if under 18 years old
 22. _____ [] Check if under 18 years old
 23. _____ [] Check if under 18 years old
 24. _____ [] Check if under 18 years old
 25. _____ [] Check if under 18 years old
 26. _____ [] Check if under 18 years old
 27. _____ [] Check if under 18 years old
 28. _____ [] Check if under 18 years old
 29. _____ [] Check if under 18 years old
 30. _____ [] Check if under 18 years old
 31. _____ [] Check if under 18 years old
 32. _____ [] Check if under 18 years old
 33. _____ [] Check if under 18 years old
 34. _____ [] Check if under 18 years old



Orlando Area Luxury Rentals, LLC

9512 Oak Island Lane, Clermont, Florida 34711

www.orlandoarealuxuryrentals.com

Telephone: (352) 978-8730 * Facsimile: (305) 832-0524

Guest Reservation and Payment Agreement

Page 2 of 17

- 35. _____ [] Check if under 18 years old
- 36. _____ [] Check if under 18 years old
- 37. _____ [] Check if under 18 years old
- 38. _____ [] Check if under 18 years old
- 39. _____ [] Check if under 18 years old
- 40. _____ [] Check if under 18 years old
- 41. _____ [] Check if under 18 years old
- 42. _____ [] Check if under 18 years old
- 43. _____ [] Check if under 18 years old
- 44. _____ [] Check if under 18 years old
- 45. _____ [] Check if under 18 years old
- 46. _____ [] Check if under 18 years old
- 47. _____ [] Check if under 18 years old
- 48. _____ [] Check if under 18 years old
- 49. _____ [] Check if under 18 years old
- 50. _____ [] Check if under 18 years old
- 51. _____ [] Check if under 18 years old
- 52. _____ [] Check if under 18 years old

Primary Guest Street Address (Mandatory):

Telephone:

Email:

Agent: Orlando Area Luxury Rentals, LLC
On behalf of the Property Owner, Ever After Estate Lakeside LLC

Premises: "Oak Island" a/k/a "The Ever After Estate"
62+ acre private marsh island connected to the main road via driveable bridge. Consists of a two-story main house, single-story guest house including gymnasium & computer room, two-story entertainment building (including ballpit, slide, skeeball, pinball, movie theater etc.), and outdoor entertainment. The Premises DO NOT include the following; cars, trampoline, zipline, one (1) master bedroom closet, (1) secondary locked personal closet, one (1) storage facility for boat, use of the private boat, airboat and jet skis, or storage facilities in the undeveloped portion of the property's barn. Each of the foregoing areas is locked and or shall not be made available for use by Guest.

Effective Date: *****

Dates of Stay: *****



Orlando Area Luxury Rentals, LLC

9512 Oak Island Lane, Clermont, Florida 34711

www.orlandoarealuxuryrentals.com

Telephone: (352) 978-8730 * Facsimile: (305) 832-0524

Guest Reservation and Payment Agreement

Page 3 of 17

For a total of	** nights	
Rates:	Rate per Night	\$ *****
	Applicable Tax	***%
	One-Time Cleaning Fee	\$ *****
	Amenities Fee	\$ *****

TOTAL RESERVATION PAYMENT AMOUNT: \$ *****

PAYMENT BREAKDOWN/SCHEDULE

Rental Payments:

Deposit (30% of total rent) is due at signing via personal check, credit card, or wire transfer.

Due Now: *****

Balance Due 14 Calendar Days Before Check-In: *****

Refundable Security Deposit: \$1,500.00

(Can be sent with Final payment **OR** just put as hold/credit card auth. on Visa/MC/Amex/Disc)

The Security Deposit is fully-refundable. Security Deposit will be returned to Guest(s) within twenty-one (21) days of departure minus any damages/incidentals, but will usually be returned within just 5 days. Most guests choose to just have a \$1500 "hold" placed on a credit card and then that hold is removed (minus any damages) after checkout. It's similar to checking into a hotel or renting a car and leaving a pre-authorized card on-file during your rental.

If you are paying either your 30% rental deposit by credit card OR if you will be using your card in the future for your refundable security deposit, please enter a 15 or 16 digit Visa/MasterCard/Amex/Discover card number, expiration date, and CVV (3 digits on back of card) code below... (Credit card payments are assessed 3.88%)

CARD NUMBER: _____



Orlando Area Luxury Rentals, LLC

9512 Oak Island Lane, Clermont, Florida 34711

www.orlandoarealuxuryrentals.com

Telephone: (352) 978-8730 * Facsimile: (305) 832-0524

Guest Reservation and Payment Agreement

Page 4 of 17

EXP: _____ / _____

CVVCODE: _____ (3 digits near signature panel)

I authorize Orlando Area Luxury Rentals, LLC to charge my card for my (circle one or both)

30% rental deposit today

\$1500 security deposit due 14 days prior to check-in

Signature

Date



Orlando Area Luxury Rentals, LLC

9512 Oak Island Lane, Clermont, Florida 34711

www.orlandoarealuxuryrentals.com

Telephone: (352) 978-8730 * Facsimile: (305) 832-0524

Guest Reservation and Payment Agreement

Page 5 of 17

AGREEMENT

1. SHORT TERM OCCUPANCY GUEST AGREEMENT. This Short Term Occupancy Guest Agreement ("Agreement") is dated as of the Effective Date hereof and is entered into by and between Agent and Guest. Agent hereby rents to Guest, and Guest hereby rents through Agent, the Premises. The term of this Agreement shall extend for the Dates of Stay commencing as of the Check-In Time and expiring as of the Check-Out Time, provided that Agent, Orlando Area Luxury Rentals LLC, and the homeowner (Owner) may evict Guest immediately for breach of this Agreement. The information contained on the "Summary Page" cover sheet attached hereto is incorporated by this reference. The Premises is not "Public Lodging" and nothing in this Agreement shall be deemed to, and Guest shall not take any action that would, require Agent or Owner to obtain a license for "Public Lodging" with the State of Florida.

2. RENT. Simultaneously with Guest signing this Agreement, Guest shall deliver to Agent full payment of the Total Rental Amount for the Dates of Stay (the "First Payment") (*AMENDED TO AMOUNT SPECIFIED PREVIOUSLY). Guest shall deliver to Agent the balance of the Total Rental Amount for the Dates of Stay (the "Final Payment") on or before check in. All payments made to Agent shall be made in the form of a personal check, cashier's check, or wire transfer. Guest understands that the Total Rental Amount shall include the daily rate and general excise and transient accommodations taxes due on such daily rate. Agent shall not be obligated to pay interest on the payments made by Guest under this Section.

3. SECURITY DEPOSIT. When final balance payment is made, Guest shall deliver to Agent the Security Deposit in the form of a personal check, cashier's check, credit card payment, or wire transfer. Agent shall not be obligated to pay interest on any portion of the Security Deposit to Guest, whether or not interest accrues as to the funds. Agent will hold the Security Deposit for the full and timely performance by Guest of Guest's obligations under this Agreement, including, without limitation, payment of Daily Rent, incidental charges, repairs to the Premises after surrender, and any other charges payable by Guest under this Agreement. The Security Deposit shall be returned to Guest within twenty-one (21) days after departure, less any deduction(s), together with an invoice of all deductions.

4. CANCELTATION POLICY & CHARGES. i. In the event of early termination for non-payment or if Guest cancels the booking less than ninety (90) days prior to their scheduled arrival, Guest will forfeit the deposit and any Reservation Payments made toward the balance. If Guest cancels the booking 90 or more days prior to their scheduled



Orlando Area Luxury Rentals, LLC

9512 Oak Island Lane, Clermont, Florida 34711

www.orlandoarealuxuryrentals.com

Telephone: (352) 978-8730 * Facsimile: (305) 832-0524

Guest Reservation and Payment Agreement

Page 6 of 17

arrival, then their entire deposit and any other monies paid minus a \$75 cancellation fee and any credit card or Paypal fees, will be returned within 21 calendar days.

ii. Guest acknowledges that the EVER AFTER ESTATE is the Owner's home and that it is unlikely but conceivable that circumstances may arise where the Owner determines it is necessary to cancel this Reservation Agreement. This may occur, for example, if the Guest gives any indication that they will be using the home in a manner that violates the terms of this agreement. Owner may cancel this Agreement by giving no less than ninety (90) days notice and refunding Guest's money paid through that date, without penalty. Guest agrees that the only recourse it has in the event Owner cancels per this paragraph is a return of any monies actually paid to Agent for the reservation.

5. Weather and Aesthetics. Both Agent and Guest acknowledge that the Property is subject to weather and climate conditions beyond the control of Agent and that Guest may experience dissatisfaction with the weather or climate, neither of which will result in a partial or full refund.

6. UTILITIES; SERVICES.

i. Maid or Cleaning Services. Daily maid or cleaning services are not included in the Daily Rent amount but are available for an additional fee.

ii. Special Services. The Daily Rent does not include, nor shall Agent be obligated to provide car rental, catering, food, liquor, laundry, personal items, or any taxes applicable to rental rates and/or services provided to Guest. Agent, at its option and upon Guest's request, may agree to arrange for certain special services on Guest's behalf, provided that Guest shall contact Agent at least two (2) weeks prior to the Check-In Time to request any such special services; in addition to any costs charged by the provider of any such special services, Guest shall pay Agent the hourly Concierge Fee of forty five dollars (\$45.00) for each hour (or portion thereof) during which Agent arranges any such special services.

iii. Pool Heat. Unless specifically stated in this Agreement, pool heating is not included in the Reservation Rates. If pool heating is desired, Guest shall contact Agent to determine availability and additional cost. While pool heating is generally not needed most of the year, winter guests may add it by requesting so in advance for the rate of \$39/day for full-time heating. Note that heating the pool requires turning the units at least 1 full day prior to check-in so a 4 night stay will be billed for 5 days of pool heat. Reasonable *spa* heat use is provided at no cost.



Orlando Area Luxury Rentals, LLC

9512 Oak Island Lane, Clermont, Florida 34711

www.orlandoarealuxuryrentals.com

Telephone: (352) 978-8730 * Facsimile: (305) 832-0524

Guest Reservation and Payment Agreement

Page 7 of 17

7. USE OF PREMISES.

i. General. Guest understands that the Premises shall be used as a private dwelling with the only visitors, guests, or invitees to the Property being the Guest(s) listed in the Summary Page. Guest is reserving the Premises for the sole purpose of having fun, being happy, and enjoying the Owner's home while on vacation and for no other purposes (including, without limitation, there shall be no business activities conducted or camping on the Premises) without Agent's prior written consent, which consent Agent may withhold in Agent's sole and absolute discretion. In no event may Guest hold any social gatherings on the property ("social gatherings" refers to the inviting of significant numbers of day guests for events including, without limitation, cocktail parties, BBQ, weddings or other receptions), without the prior written consent of Agent, which consent may be withheld in Agent's sole and absolute discretion. If Guest is granted permission to hold a social gathering in the Premises, Guest must sign an Event Addendum per gathering. Guest shall not hire any outside vendors to perform work on site without having them provide Certificates of Insurance and without the approval of the Agent. A list of pre-approved vendors can be found at www.orlandoarealuxuryrentals.com/vendors.pdf

There shall be no smoking inside any portion of the Premises. Evidence of indoor smoking may result in additional cleaning fee of \$875. It is also requested that guests not wear shoes inside of the property's buildings. The posted cleaning fee is for INTERIOR cleaning and shall not cover the picking up of loose outdoor trash, cigarette butts, event debris, etc;

ii. **Guests intending to have more than 55 guests on site during any**

given day must sign an Event Addendum per gathering. If Guest conducts a social gathering/party anywhere on the property, **in excess of 55 guests** without written consent, the fine shall be the Agent's stated/advertised "event fee" rate for one (1) day plus an additional \$750.00.

iii. **Equipment.** If the air conditioning, pool, Jacuzzi, BBQ, TV, VCR/DVD/CD, or any other device or equipment become inoperable or hazardous during Guest's stay, Guest will immediately notify Agent who will make immediate and reasonable efforts to repair the damage or remedy the hazardous conditions, but such damage or condition will not justify a full or partial refund at any time nor will such a refund be provided.



Orlando Area Luxury Rentals, LLC

9512 Oak Island Lane, Clermont, Florida 34711

www.orlandoarealuxuryrentals.com

Telephone: (352) 978-8730 * Facsimile: (305) 832-0524

Guest Reservation and Payment Agreement

Page 8 of 17

iv. Compliance with Laws; Nuisance; Noise; Dangerous Substances.

Guest (and all guests of Guest) shall comply with all laws and requirements of all city, county, state and federal authorities now or later in force pertaining to the use of the Premises, including, without limitation, those laws relating to nuisance, noise, controlled substances, and public safety. Guest (and Guest's guests) shall not create a nuisance on the Premises or otherwise disturb any neighbors or other persons or property in the vicinity of the Premises or engage in or permit any illegal activities to occur on the Premises. Guest (and Guest's guests) shall not bring on to the Premises any explosives or other hazardous or inherently dangerous material.

v. Check In; Check Out. Check In is at 4:00 p.m. on the above listed arrival date. Guest must present a valid photo ID at check-in. If Guest balance was paid by credit card, then that same credit card must be presented at check-in as well. Guest will be contacted several days prior to arrival to arrange a check-in meeting time at their convenience and a representative of the Agent will travel to the estate to meet them on-site for check-in and orientation. If Guest shows up more than 30 minutes late for the agreed upon check-in and has not contacted the Agent well enough in advance to enable them to reschedule, then the standard concierge rate will be billed for waiting time. There will be no early Check-in nor any late check-out without prior authorization. It is imperative that the property be vacant long enough to prepare for each guest. Therefore, Guest will Check Out by 10:00 a.m. on the above listed departure date. Guest can request a late Check Out or an early Check-In for an additional fee of \$85.00 per hour or portion of the hour for late Check out. In the event that an **unauthorized** late Check out causes a delay of Check in for an incoming Guest, the Late Check out fee will be tripled. Note that if a new Guest is scheduled to Check IN on the same day Guest is checking out, cleaning may begin at 9:00 a.m. on the departure date but maid service will be instructed to begin cleaning in lesser-used, secondary areas. A thorough cleaning usually runs from 9:00 a.m. – 4:00 p.m. on day of checkout unless other arrangements are made.



Orlando Area Luxury Rentals, LLC

9512 Oak Island Lane, Clermont, Florida 34711

www.orlandoarealuxuryrentals.com

Telephone: (352) 978-8730 * Facsimile: (305) 832-0524

Guest Reservation and Payment Agreement

Page 9 of 17

vi. Pets. Guest is permitted to bring approved pets to the Premises for the duration of Guest's stay for a fee of \$29 per pet per day. Guest must discuss with Owner the specific type and quantity of pets they intend to bring and Owner must approve. Owner will provide a large room pets can stay in and roam freely. Pets may also roam the grounds freely. Pets may not roam on carpeted areas. Guest is responsible for cleaning up after pets. Guest is solely responsible and hereby waives any liability by Owner or Agent for the safety, health, and/or well-being of any animals brought to the Premises. Further, Guest hereby warrants that Guest shall be solely responsible for any damages, injury, or death caused by Guest's pet(s) and agrees that Guest shall indemnify and hold Owner and Agent harmless from any damage, injury, or death arising out of or related to Guest's decision to bring an animal to the Premises.

i. CONDITION OF PREMISES.

i. Condition of Premises. At all times, Guest shall occupy and use the Premises and its equipment, appliances, furniture, fixtures, and furnishings in a manner which ensures that they remain in good working order and repair. Guest will immediately notify Agent of a fire, water leak, broken appliance, item of equipment, furniture, or furnishing that is not in good working order or of any other damage to the Property, and Agent will then make immediate and reasonable efforts to repair the damage or remedy the hazardous conditions, but such damage or condition will not justify a full or partial refund at any time nor will any such refund be provided to Guest unless Agent, in Agent's sole discretion, elects to issue such a refund. Any and all repairs and/or maintenance to the Premises shall be completed by Agent or Owner. Guest shall be responsible for any and all damages caused by Guest and/or Guest's family, invitees, and/or guests. Guest shall not commit or allow any person to commit any act resulting in the destruction, defacement, damage, impairment, or removal of any part of the Premises, including, without limitation, furniture, fixtures, and furnishings.

ii. Damage; Surrender. Guest shall surrender the Premises at termination of this Agreement, in as good condition as received, normal wear and tear excepted. In addition, to the extent that Guest does not return to Agent or Owner's agent all keys and gate and garage door openers, Guest shall pay to Agent any and all costs incurred by Owner to replace each key and/or lock, gate and/or garage door opener which Guest fails to return as part of surrendering the Premises.

ii. ENTRY. Agent and/or Owner's agent shall have the right to enter the Premises for the purposes of scheduled required maintenance, inspection, making necessary repairs



Orlando Area Luxury Rentals, LLC

9512 Oak Island Lane, Clermont, Florida 34711

www.orlandoarealuxuryrentals.com

Telephone: (352) 978-8730 * Facsimile: (305) 832-0524

Guest Reservation and Payment Agreement
Page 10 of 17

and/or to secure the Premises, provided that Agent or Owner's agent contacts Guest via telephone prior to entering the Premises. In the case of an emergency or Guest's abandonment or surrender of the Premises, Agent or Owner's agent may enter the Premises at any time without obtaining Guest's prior consent. Under normal circumstances, Owner must first contact Guest and get their approval to enter the premises at an agreed upon time/date.

iii. **NO OWNER OR AGENT LIABILITY; INDEMNIFICATION.** Guest acknowledges and agrees that Guest is renting and using the Premises and any other amenities, whether on or off the Premises, at Guest's sole risk. Notwithstanding the presence of an alarm or other security system on the Premises (if any), in no event shall Agent or Owner be liable for any damage or injury to Guest or any other person, or to any property, occurring in or around the Premises (including, without limitation, as the result of any criminal activity, negligence, casualty, or other anticipated or unanticipated event), except to the extent the damage or injury is the proximate result of the gross negligence or willful misconduct of Agent, Owner, Owner's agents, or Owner's employees. The parties also acknowledge that the Premises contain a number of dangerous activities, buildings, toys, games, and other attractive nuisances (including but not limited to a slide, zip-line, ball pit, and other similar distractions). Finally, Guest agrees that it is taking possession of the Premises with the full knowledge and understanding that the Premises is significantly wild and undeveloped and that there are a number of animals, insects, reptiles, vegetation, and other wildlife at or on the Premises which may be dangerous to Guest and could cause severe and serious physical harm including, but in no event intended to limit this waiver to, allergic reactions, animal bites, poisoning, dismemberment, hospitalization, and/or death.

Guest agrees to indemnify, defend, and hold harmless Agent and Owner for any liability, costs (including, without limitation, reasonable attorneys' fees), damages, or claims therefore to the extent caused by the negligent, willful, or intentional act or omission to act of Guest or Guest's family, guests, or invitees or by any animal(s) or other wildlife. Each party waives the right of subrogation against the other party.

iv. **TRANSFER; ASSIGNMENT.** Guest shall not transfer or assign this Agreement or any interest under this Agreement or sublet or otherwise allow the Premises to be used in any manner by anyone not authorized to be on the Premises or any portion thereof pursuant to this Agreement without the prior written consent of Agent, which consent may be withheld in Agent's sole and absolute discretion.



Orlando Area Luxury Rentals, LLC

9512 Oak Island Lane, Clermont, Florida 34711

www.orlandoarealuxuryrentals.com

Telephone: (352) 978-8730 * Facsimile: (305) 832-0524

Guest Reservation and Payment Agreement

Page 11 of 17

v. **FORCE MAJEUR.** At the beginning of the rental period, Agent will deliver the Premises and all amenities to Guest in first class condition, and with all electrical, plumbing, and mechanical systems (including heating and air conditioning and pool equipment) and other equipment in proper working order. If any repairs are required during the rental period, Agent will make such repairs as soon as reasonably practicable. If Owner is unable to deliver the premises to Guest in first class condition at the beginning of the rental period on account of a Force Majeur event including but not limited to, hurricanes, hazardous or dangerous meteorological conditions, fire, flood, acts of nature, war, military actions, or civil unrest, Agent shall return the Initial Deposit, Security Deposit, and any other payments of Daily Rent to Guest. Notwithstanding the foregoing, the liability of the Owner and Agent is to return the payments made by Guest and received by Owner and/or Agent for the portion of the period reserved by Guest that the Property was unavailable; **acceptance by Guest of possession of the Premises is an acknowledgment that the Premises have been delivered to Guest in first class condition.** Owner and/or Agent have no other liability. If a Force Majeur event occurs during the rental period and Guest vacates the premises, Agent will return a prorated portion of the Total Rental Amount to Guest for the period of time for which the Premises were unavailable.

vi. **GOVERNMENTAL AUTHORITY.** If Owner is unable to deliver the premises to Guest at the beginning of the rental period on account of governmental authority issuing a legal order restricting or prohibiting the use by Owner of the Property for vacation rental purposes or otherwise, Agent shall return to Guest the Initial Deposit, Security Deposit, and any other payments of Daily Rent paid by Guest for the Dates of Stay in this Agreement. The liability of the Owner and Agent is limited to the return the Daily Rent payments made by Guest and received by Owner and/or Agent for the Dates of Stay set forth in this Agreement that the Property was unavailable to be used by Guest and does not extend to any costs incurred by Guest for travel or preparation for travel in reliance upon this Agreement. Owner and/or Agent have no other liability.

vii. **ABANDONED PROPERTY.** If Guest abandons or surrenders the Premises, Agent may treat any personal property left on the Premises as abandoned and may dispose of it in any manner allowed by law.

viii. **DEFAULT BY GUEST.** Agent's rights as set forth in this Agreement are cumulative, not exclusive. In addition to the remedies provided for in this Agreement, Agent,



Orlando Area Luxury Rentals, LLC

9512 Oak Island Lane, Clermont, Florida 34711

www.orlandoarealuxuryrentals.com

Telephone: (352) 978-8730 * Facsimile: (305) 832-0524

Guest Reservation and Payment Agreement
Page 12 of 17

at Agent's option, may exercise any and all rights available to Agent at law or in equity including, without limitation and to the extent permitted by law, terminating this Agreement if Guest (i) cancels this Agreement for any reason or (ii) fails to pay any amount due hereunder, when due, or (iii) fails to perform any other term of this Agreement.

ix. **HOMESTEAD OF OWNER.** Guest acknowledges that the Premises are the continued homestead of Owner, as defined by the laws of the State of Florida. The Owner resides at the Premises on a continued and regular basis and all property, both personal and real, belongs to the Owner as part of the homestead. In the event any property is damaged, stolen, broken, missing, or otherwise not returned to Agent and/or Owner in the condition in which it was provided to Guest, Guest shall be solely responsible for full repair and/or replacement of the property (with the appropriate remedy to be determined by Owner and in Owner's sole discretion).

x. **MISCELLANEOUS.**

i. **Attorney's Fees.** If any legal action is brought by either party to enforce the terms of this Agreement, relating to the Premises, or arising out of or related to this Agreement and/or the Premises, the prevailing party shall be entitled to all costs incurred in connection with that action, including, without limitation, reasonable attorney's fees. In addition, if Agent or Owner utilize the services of an attorney for the purpose of collecting any sums due and unpaid by Guest or arising out of or related to any other breach of this Agreement by Guest, Guest agrees to pay Agent or Owner actual attorney's fees for such services, regardless of the fact that no legal action may be commenced or filed by Agent or Owner.

ii. **Reviews.** The Guest who signs this agreement acknowledges that they are responsible for the actions of those they allow on the property. Only the primary Guest signing this agreement may submit any online review of the property. There shall be no more than one review per Guest/group. Nothing in this clause shall restrict anyone's Freedom of Speech. The signing Guest can pool the opinions of their sub-Guests and post one review reflecting the opinions of all. This is to prevent an overabundance of reviews from any one group.

iii. **Sign-In.** The Guest shall have each and every person who intends to enter the property sign in beforehand at www.theeverafterestate.com/checkin.html



Orlando Area Luxury Rentals, LLC

9512 Oak Island Lane, Clermont, Florida 34711

www.orlandoarealuxuryrentals.com

Telephone: (352) 978-8730 * Facsimile: (305) 832-0524

Guest Reservation and Payment Agreement

Page 13 of 17

It is understood that anyone who has not signed in shall be deemed trespassing and subject to removal. Quick delivery services (i.e. pizza, UPS/Fedex, etc;) are exempt from this requirement but vendors who perform work on site (i.e. caterers/entertainers) are not.

iv. Waiver. No failure of Agent to enforce any term of this Agreement shall be deemed a waiver, nor shall any acceptance of a partial payment of Daily Rent or other charges payable by Guest under this Agreement be deemed a waiver of Agent's right to the full amount of Daily Rent and other charges payable by Guest under this Agreement.

v. Successors and Assigns; Third Party Rights. This Agreement is binding upon and inures to the benefit of the heirs, assigns, successors, executors, and administrators of Agent, Owner, and Guest.

vi. Time. TIME IS OF THE ESSENCE OF THIS AGREEMENT.

vii. Confidentiality. Guest and its family, co-occupants, licensees, and invitees are advised that all photographs, videos, or other depictions of the Premises taken during their stay or their visit shall be for their personal use only. Any photographs, videos, or other depictions of the Premises intended for other use shall receive the consent and approval of the Owner and Agent. In the event that this provision is violated, Owner and Agent reserve the right to institute immediate legal proceedings against Guest, its occupants or invitees that took or authorized the release of such materials to third parties, including recovering all costs, damages, and attorney's fees associated therewith.

viii. Construction. Headings at the beginning of each section are solely for the convenience of the parties and are not a part of and shall not be used to interpret this Agreement. The singular form shall include plural, and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. Unless otherwise indicated, all references to sections are to this Agreement.



Orlando Area Luxury Rentals, LLC

9512 Oak Island Lane, Clermont, Florida 34711

www.orlandoarealuxuryrentals.com

Telephone: (352) 978-8730 * Facsimile: (305) 832-0524

Guest Reservation and Payment Agreement

Page 14 of 17

ix. Joint and Several Liability. If Guest is more than one person, each person shall be jointly and severally liable for the performance of Guest's obligations under this Agreement. To the extent that any Guest is a minor, then the person signing this Agreement on behalf of that minor hereby warrants that he or she is the legal guardian of that minor and that he or she is waiving any rights that the minor may have to contest or dispute the application of this Agreement to the minor's rights.

x. Governing Law; Jurisdiction; Venue. The validity, meaning, and effect of this Agreement shall be determined in accordance with the laws of the State of Florida. For purposes of interpretation of this Agreement, Part I (Non-Residential Tenancies) of Florida Statutes Chapter 83, as amended from time to time, shall control. The parties agree that the exclusive jurisdiction and venue for any action arising out of or related to this Agreement shall be in the Circuit or County courts (as applicable) for the Fifth Judicial Circuit in and for Lake County, Florida.

xi. Limitation of Owner and Agent Liability. In any action brought by Guest against Owner or Owner's agents, employees, officers, members or affiliates, Guest shall look only to Owner's interest in the Premises and to no other property or assets of Owner or Owner's agents, Agent, employees, officers, members or affiliates. To the extent that Owner has general liability insurance benefitting the Premises, Guest hereby agrees that any claim against Owner shall be limited to the amount of such general liability insurance benefit(s).

xii. Entire Agreement. This Agreement, the disclosures attached to this Agreement and incorporated herein as Exhibit A, and the House Guidelines, Rules, and Restrictions (which are available by request in advance and a copy of which will be available at check-in) contain the entire agreement between the parties. This Agreement expressly supersedes all previous or contemporaneous agreements, understandings, representations, advertisements, or statements regarding these matters. All attached exhibits (if any) are incorporated in this Agreement by this reference. This Agreement may not be amended except by an instrument in writing executed by Agent and Guest. Any provision of this Agreement that is unenforceable or invalid shall have no effect, but all the remaining provisions of this Agreement shall remain in full force.



Orlando Area Luxury Rentals, LLC

9512 Oak Island Lane, Clermont, Florida 34711

www.orlandoarealuxuryrentals.com

Telephone: (352) 978-8730 * Facsimile: (305) 832-0524

Guest Reservation and Payment Agreement

Page 15 of 17

xiii. Dispute Resolution. If any dispute involving the Agent, Property Owner, and/or Guest should arise, the parties shall attempt to resolve such dispute by good faith negotiations. If such good faith negotiations are unsuccessful, then they shall attempt to resolve their dispute through mediation. Upon the discovery of any matter which may result in a dispute, such matter/dispute shall be identified in writing to the non-complaining party within ninety (90) days of the first available opportunity to discover the matter/dispute; demand for mediation shall be made within sixty (60) days of written notice of the dispute with the party making the demand to offer no less than three (3) mediators in the Central Florida/Lake County area. The non-complaining party shall have forty-five (45) days to select a mediator from the list provided to it and the mediation shall be set for no more than ninety (90) days from the date of the mediation demand. If necessary, mediation shall be conducted in Lake County, Florida by a Central Florida/Lake County mediator, in accordance with the Florida Supreme Court mediation rules. If the mediation is unsuccessful, then litigation may commence in accordance with the governing law, jurisdiction, and venue provisions of this Agreement. Should either party fail to comply with the dispute resolution set forth herein, then that party shall not be entitled to its attorney's fees at trial even if such party is the prevailing party.

xiv. SIGNED AGREEMENT. Within three (3) business days send to Agent at Agent's address stated below a signed copy of the Agreement.



Orlando Area Luxury Rentals, LLC

9512 Oak Island Lane, Clermont, Florida 34711

www.orlandoarealuxuryrentals.com

Telephone: (352) 978-8730 * Facsimile: (305) 832-0524

Guest Reservation and Payment Agreement

Page 16 of 17

RULES – CONSIDERATIONS

A. **Despite pest control efforts, all dwellings, including luxury homes, may experience some insects or small rodents including geckos, ants, scorpions, centipedes, roaches, wasps, bees, and other minor pests.** Guests hereby assume all risk and liability associated with damage, injury, and/or death caused by or arising out of or related to interaction between Guests and such insects and/or small rodents.

B. **June through October is hurricane season in Florida.** Although hurricanes striking Ever After's inland location are a rare event and it is unlikely that a hurricane will damage the property, it is always a possibility and Guests should plan for a hurricane accordingly. In the event of a hurricane, Guests should be aware of any loose furnishings (including lawn furniture, toys, decorations, limbs, trees, shrubbery, fencing, or other items) which may be thrown into the homes or about the premises by strong winds. Further, all Guests must comply with mandatory evacuation orders issued by local authorities and follow any recommendations for preparation for a hurricane.

C. **Guest is responsible for supervising any and all family, guests, and invitees using any portion of the Premises at all times.** Agent is not providing a lifeguard for the pool, and there are certain risks inherent to persons and property in and around swimming pools (including, without limitation, waterfalls, slides and other water features) and/or Jacuzzi type spas (if available). Children cannot use the swimming pool and/or Jacuzzi type spas (if available) without adult supervision. There are no fences or other barriers around the swimming pools and/or Jacuzzi type spas. Consumption of alcoholic beverages immediately before and while using any Jacuzzi type spas can be dangerous and even fatal. Guest and Guest's family, guests, and invitees will be responsible for exercising due caution and agree to enter and use any swimming pools and/or Jacuzzi type spas at their own risk.

D. **There is absolutely no smoking indoors anywhere at The Ever After Estate.** Most rooms have doors leading to outside patios and decks. Guests may smoke outside anywhere but must discard all cigarette butts after doing so as they are not only unsightly but provide a potential hazard to the property's wildlife. Smoking indoors will lead to an additional USD \$875 cleaning fee deducted from your Security Deposit.

E. **It is Ever After's policy that Guests remove their shoes prior to entry.** Evidence of wearing shoes indoors (including, but not limited to, scuff marks or tracks of dirt) may result in additional cleaning fees deducted from security deposit.



Orlando Area Luxury Rentals, LLC

9512 Oak Island Lane, Clermont, Florida 34711

www.orlandoarealuxuryrentals.com

Telephone: (352) 978-8730 * Facsimile: (305) 832-0524

Guest Reservation and Payment Agreement
Page 17 of 17

F. If the security deposit fails to cover damages adequately, Guest's payment on-file will be charged or, if the payment on-file does not cover the damages, Guest is liable for paying full balance within fifteen (15) calendar days of receipt of demand therefore.

G. As set forth in this Agreement, Guest acknowledges and agrees that Guest is licensing and using the Premises and any other amenities, whether on or off the Premises, at Guest's sole risk and shall not seek to hold Agent and/or Owner liable for any damages arising out of or relating to Guest's act of negligence (whether willful, wanton, reckless, or ordinary), intentional act, or misconduct.

H. The foregoing Information is hereby incorporated into and made a part of the Guest Reservation and Payment Agreement between the parties. Any capitalized terms used in the Agreement which are not defined therein shall have the respective meanings set forth above. In the event of any conflict between this Exhibit A or any other provision of the Agreement, the Agreement shall control.

I. Fishing is allowed. Guests are cautioned not to swim in the marsh around the property. It is a natural Florida wildlife environment and alligators, snakes, or other potentially harmful wildlife may be present. While it is unlikely you will see any and it is true that these creatures have a natural fear of humans, commonsense and reasonable precautions should prevail.

J. The Ever After Estate's cleaning fee covers interior cleaning, bathrooms, kitchens, dusting, mopping, vacuuming, laundry for linens, etc.; It does NOT include picking up large amounts of exterior trash, stained floors that require a professional carpet cleaning service, doing dishes, or extensively re-stocking inventory. Guests are responsible for returning items – including dishes – to where they originally found them. Guests are also responsible for putting trash in neatly tied bags into the property's dumpster. Any excess trash shall be put in covered trash cans put out curbside the night before County garbage pick-up. Specific information will be clearly posted in trash areas/walls of Ever After Estate. Any additional cleaning services will be deducted from Guest's security deposit.

K. Guest shall have all of their own guests of the Estate sign in online prior to check in at a web address to be sent to them by email within 1 month of check-in.