



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
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GUEST INFORMATION

Primary Guest's Full Name: #####

Primary Guest Street Address: #####

Telephone:#####

Email:#####

Agent: Orlando Area Luxury Rentals, LLC
On behalf of the Property Owner

Premises: "The Ever After Estate"- 9512 Oak Island Lane, Clermont FL 34711
(www.theeverafterestate.com)
12 bedroom estate on its own 62 acre privately gated marsh front island.
Includes 10 bathrooms, basketball court, waterfall-fed pool, waterslide, 2
indoor kitchens, 1 outdoor kitchen, 4 game rooms, indoor speedslide &
ballpit, extra grill, mini golf, additional sports courts, and other amenities.

Effective Date: #####

Dates of Stay: #####



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Avg. Rate per Night	\$ #####
Applicable Tax	##%
One-Time Cleaning Fee	\$ #####
Amenities Fee	\$ #####
TOTAL RESERVATION AMOUNT:	\$ #####

PAYMENT SCHEDULE

Rental Payments:

Deposit (**% of total rent) is due at signing via online check, credit card, wire transfer, Paypal or direct deposit at a Bank of America branch.

**% Due Now:	#####
Balance Due 60 Calendar Days Before Check-In:	#####
Refundable Security Deposit:	\$1,500.00

(Security deposit is not due until 14 days calendar prior to arrival. Can be paid by online check, Paypal **OR** just put as hold/credit card auth. on Visa/MC/Amex/Disc at that time)

**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 5-7 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. *Credit card payments are assessed a 3.88% fee and Paypal payments are assessed a 2.9% fee*



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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 Deposit 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") at least 60 calendar days 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. Two weeks prior to arrival, Guest shall deliver to Agent the Security Deposit in the form of an online 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 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.



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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 arrival, then their entire deposit and any other monies paid minus a \$175 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 a private 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 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 any refund or credit.

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, baggage handling, gratuities, 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 thirty five dollars (\$35.00) for each hour (or portion thereof) during which Agent arranges any such special services.



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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.

6. 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 commercial activities (i.e. large scale concerts, for-profit events, etc;) conducted 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 large-scale 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. A "large-scale" event is determined as any gathering of more than 55 people on site at once. If Guest is granted permission to hold a social gathering in the Premises, Guest must sign a separate Event Addendum per gathering and an event fee will be collected by Owner. 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

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.



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iii. Equipment. If the air conditioning, pool, Jacuzzi, BBQ, 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.

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 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 and/or security deposit was paid by credit card, then that same credit card must be presented at check-in along with a valid Government-issued ID as well (i.e. a driver's license). 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. In some cases, it may not be possible for the Agent to meet the Guest on site at certain times. In such instances, Agent will arrange to stop by within 24 hours of Guest arrival to greet them and offer any personal assistance. If an arrival greeting is arranged and 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.



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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.

7. 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, 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.

8. 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 and/or to secure the Premises, provided that Agent or Owner's agent contacts Guest via



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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.

9. 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 waterslide, kayaking, "human bowling," 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.

10. 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.

11. 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,



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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. Agent/Owner will not refund any Guest who is unable to arrive due to acts of nature or airline/transportation cancellations that impact cities from which Guests are travelling. If this is a concern to Guest, it is recommended that they purchase applicable travel insurance. Agent/Owner shall only issue refunds for Force Majeur events which directly impact their ability to keep The Ever After Estate open for business.

12. 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.

13. 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.

14. 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,



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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.

15. HOMESTEAD OF OWNER. Guest acknowledges that the Premises may be the homestead of the Owner, as defined by the laws of the State of Florida. When not rented, the Owner may reside 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 regardless of that status. 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).

16. 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. 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. 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



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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 that they share with the Owner, Agent, or on social media may be re-used by the Owner/Agent for marketing purposes without compensation.

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.

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



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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.

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



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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.

GUEST(S):

X _____

AGENT:

By: Andrew A. Greenstein
on behalf of Orlando Area Luxury
Rentals LLC for the Property Owner



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Disclosures

A. **Despite pest control efforts, all Central Florida dwellings, including luxury homes, may experience *some* insects or small rodents including spiders, geckos, ants, scorpions, centipedes, roaches (palmetto bugs), 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 1st through October 31st is hurricane season in Florida.** Although hurricanes striking The Ever After Estate's inland location are a rare event (no storm in modern history has EVER hit the area as a hurricane—only as a tropical storm, at best) 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. **Smoking indoors anywhere at THE EVER AFTER ESTATE is absolutely PROHIBITED.** (This includes exhaling smoke into the house when returning from having a cigarette just outside of the doors!) 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. Again: Guest should not smoke near open doors or blow smoke into the house. Smoking indoors will lead to a minimum additional USD \$875 cleaning fee deducted from your Security Deposit. This fee may be increased if the extent of damaged caused by smoking leads to even greater clean-up costs or if the urgency to hire a smoke damage removal team causes Agent/Owner to incur higher fees (due to new quickly arriving guests).



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Guest Reservation and Payment Agreement

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E. **It is The Ever After Estate'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.**

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. Guests are cautioned to remember that the woods & marshlands around the property are natural and may have native, wild creatures including but not limited to snakes, alligators, and spiders. These creatures live all over the State and can be found at almost any Central Florida resort. It is unlikely—though possible—that you will see such animals and it is true that they have a natural fear of humans—but commonsense and reasonable precaution should prevail and guests should stay clear. Feeding any wild animals is strictly prohibited.

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 or sofas that require a professional carpet cleaning service, replacing damaged/stained linens, doing dishes, or extensively re-stocking inventory. Guests are responsible for returning items – including dishes- to where they originally found them.