



FIDELITY VACATION HOMES LLC
RENTAL AGREEMENT

THIS RENTAL AGREEMENT is made as of the ___ day of _____ 201___ by and between Fidelity Vacation Homes LLC (hereinafter "Fidelity") and _____ (the "Guest").

RECITALS

Fidelity and Guest have agreed to enter into this Rental Agreement for the rental of 01 "Unit" in the community called _____. Now, therefore, in consideration of the execution and delivery of this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Cardholder Information.

Full Name: _____
Home Address: _____
Phone Number: _____ EMAIL: _____
Name on the credit card: _____
Billing address for credit card: _____

Card type: Visa [] MasterCard [] Discover [] (We DO NOT accept American Express)

Card Number: _____ Expiration Date: Month / Year: _____ / _____

2. Rental Term. Fidelity agrees to provide the Unit for rental to Guest, and Guest agrees to rent the Unit from Fidelity Vacation Homes, as defined below (the "Term").

Reservation Dates - month/ day/ year: Arrival date: ____/____/____ Departure date: ____/____/____
month/ day / year month/ day / year

3. Rental Price. Guest agrees to pay USD _____ for ____ nights. Fidelity reserves the right to cancel any booking if payment is not made on time.

4. Arrival/Departure Times.

Check in time is after 4:00 PM and Check Out time until 10:00 AM. Early arrivals and/or late departures MUST be previously requested during in regular business hours (Monday to Friday from 9 pm to 5:00 pm). It will be subject availability and applicable fees paid in advance. Violations of the agreed check in or check out times may be penalized at Fidelity's discretion, charged against the credit card on file.

5. Number and identity of Guests. Guest is informed and understands that the maximum number of guests permitted to stay in the Unit at any one time is set by state and local ordinances and/or fire codes, and no exceptions can be made. Should Fidelity Vacation Homes discover that maximum occupancy is more than the unit's lawful permitted number of guests, Fidelity Vacation Homes will charge said Guest a penalty, a NON-REFUNDABLE eviction process will take place for breach of this Agreement. The maximum number of guests permitted to stay in the Unit at any one time cannot exceed as determined below:

- [] 08 people for 03 bedrooms. [] 10 people for 04 bedrooms. [] 12 people for 05 bedrooms. [] 16 people for 07 bedrooms.

Please listed below the exact number of Guests which are agreed in this contract as marked above.

Table with 6 columns: First Name, Last Name, Age, First Name, Last Name, Age. Rows 1-8.

6. Additional Services – all services are subject to availability and surcharge.

- [] Early Arrival at _____ [] Late Departure at _____ [] Crib
[] Pool Heating [] Barbecue Grill [] Mid-stay cleaning _____

OBS: _____

7. Procedures.

- If you experience a minor problem in your unit, one that does not require an urgent repair as defined below, please direct your request for repair to the agency with which you booked your reservation.
- If you experience an issue that requires an urgent repair, please contact Fidelity Vacation Homes to resolve the problem. Urgent repairs fall into two categories: essential urgent services and other urgent repairs.
- **Essential services** repairs include such as; broken Air Conditioning, a burst water service, broken hot water system, sewerage leaks or dangerous electrical faults. Other **urgent repairs** are those that are not an essential service, but might cause damage to the premises, injure a person or cause undue hardship or inconvenience to the guests, like appliances or electronics not working.
- Once you notify Fidelity Vacation Homes of the need for an urgent repair, we will take action to contact a suitable repairer and arrange for them to fix the problem. Fidelity Vacation Homes has **24 hours** to do this if the repair is needed to a defined essential service, and **48 hours** for any other urgent repair. The repair may not happen within this time, but Fidelity Vacation Homes will make an appointment with the repair technician to fix the problem.
- Fidelity Vacation Homes will then ensure that the repairs are carried out as soon as practicable after the arrangements have been made. In case of maintenance problems, please report as soon as possible by sending an email to help@fidelityvh.com or leave a detailed voicemail with your name, phone number and the unit number you are staying at **(407) 233-0543.**
- **If there is an emergency which threatens the life or health of an occupant, or the imminent destruction of the property itself, please immediately contact emergency services at 9-1-1.**

8. Additional Information/Obligations.

- **SUPPLIES:** Our properties are initially equipped with a standard set up of supplies such as of 01 paper towels, 01 dishwasher detergents (for one use) and trash liner, hand soap and toilet paper in all bathrooms. After the house runs out of these supplies, the guest is responsible for replacing them for the rental period.
- **CHECK OUT PROCEDURES:** Turn the lights, televisions and stereos OFF. Make sure the coffee pot is OFF. Make sure all the faucets are OFF. CLOSE and LOCK the windows and doors. Leave everything in the place you found it when you arrived. All **the extra garbage** during your stay and at your check out needs to be taken to the Resort dumpster. Otherwise a fee up to **USD \$100.00** will be charged to the credit card on file. Trash collection rules will be sent with the reservation confirmation email.
- **PROPERTY CLEANING AND MAINTENANCE:** The property will be cleaned before your arrival and we recommend you to please leave the house in good cleaning conditions and organization during your stay and at your check out. Mid Stay Cleaning are available for additional charge and can be requested in **regular business hours** (Monday to Friday from 9 am to 5:00 pm) either by e-mail bookings@fidelityvh.com or contacting us by phone at **408-982-3900.**
- **ROUTINE MAINTENANCE:** During your stay, an authorized Fidelity's Employee may need to enter the property with our maintenance crew or vendors, during reasonable hours to perform critical maintenance service on equipment or make repairs. No courtesy calls are given.
- **POOL HEATING:** (when available) service must be requested and prepaid with 48hrs prior to the use. Client must be aware that it takes 6-8hrs to reach temperature and it also depends on the weather conditions outside. Refunds are not made for inclement weather
- **OWNER CLOSET:** The property may contain a locked owner's closet for the Owner's personal use and is not a part of this rental. Please do not try open, any damage or theft will be charged to the credit card on file related to this agreement.
- **AIR CONDITIONING:** For efficient A/C please keep ALL doors and windows closed. Set A/C temperature between 72/78 in Auto/Cool position. Any lower setting will cause the A/C unit to freeze up, causing considerable damage to unit. Any repairs will be charged against your Security Deposit or the credit card on file. During the winter months the A/C may be switched to the Auto/Heat position and adjusted temperature as needed. For heating: 74-76°F degrees should be comfortable for sleeping.
- **REPAIR ISSUES:** Should any equipment malfunction or maintenance issue occur, we will make every effort to have it repaired as soon as possible. Problems in the rental homes will be handled in a timely and professional manner but are subject to availability to of vendors and contractors.

9. **Smoking.** In accordance with the Florida laws and for the comfort of all our guests, **SMOKING IS NOT ALLOWED** inside the Unit or the pool area. Guest specifically agrees that violations of this non-smoking requirement will result in a charge of up to **USD \$2,000.00** charged to the Guest's Credit Card plus Fidelity or the property owner may bring legal action to compensate for additional damages to the property and furnishings caused by smoking. _____(Initials)

10. **Assignability:** Governing Law. This Rental Agreement is for the exclusive use of the Unit by Guest and his/her family, and the Unit may not be sublet or assigned to any third party without the express written approval of Fidelity Vacation Homes. This Agreement is shall be governed by and is enforceable under the laws of the State of Florida and for any action, venue is proper in the courts of Osceola County, Florida. If any portion of this agreement is held by a court of law to be unenforceable, it shall be severed from the agreement and the rest shall remain in full force and effect. _____(Initials)

11. Pets - No animals are permitted in the Unit. Should Fidelity Vacation Homes discover that the Guest is staying at the “Unit” with an animal Fidelity will charge said Guest a penalty and an eviction process will take place for breach of this Agreement. Except for a Service Animal in conformance with the law. _____ **(Initials)**

12. Substitutions. In case of incidents beyond our control, severe damage or sale of the property, Fidelity Vacation Homes reserves the right to substitute the property to a similar or superior accommodation near the original one without further liability. _____ **(Initials)**

13. Lost and Found. Fidelity Vacation Homes is not responsible for any items left in the unit. We will do our best to find your item, but cannot guarantee this and no refund is due by Fidelity Vacation Homes to the guest. Guest is responsible for picking up any item(s) left in the unit. Fidelity will hold the item(s) for no longer than 5 business days.

14. Construction. Unfortunately, we cannot predict construction activities near our properties. We may not be able to notify the guests prior to arrival. There are no refunds because of construction or renovations activity.

15. Rules. Guest has been provided the rules and regulations associated with the home which is incorporated to this Rental Agreement, and has had an opportunity to review and understand it. Guest agrees to abide by all of the rules contained therein.

16. Limitation of Liability and Hold Harmless. FIDELITY VACATION HOMES AND THE PROPERTY OWNER SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSSES OF ANY NATURE ARISING FROM THE SUBJECT MATTER OF THIS AGREEMENT. THE MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF MONEY PAID TO OR RECEIVED BY FIDELITY UNDER THIS AGREEMENT. GUEST SHALL HOLD FIDELITY HARMLESS FOR ANY AND ALL CLAIMS ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT. FURTHER, AND MORE SPECIFICALLY, FIDELITY VACATION HOMES, THE PROPERTY OWNER, AND ANY HOME OWNERS ASSOCIATION SHALL NOT BE LIABLE FOR INJURIES OR OTHER DAMAGES INCURRED AS THE RESULT OF GUEST'S USE OF THE SWIMMING POOL. SWIMMING IS AT THE GUEST'S OWN RISK. CHILDREN MUST BE SUPERVISED AT ALL TIMES. ABSOLUTELY NO DIVING ALLOWED.

17. Credit Card Authorization - Security. Guest shall provide credit card information, above, prior to the time of check-in to cover damage to the furniture, finishes, fixtures or equipment (FFF&E) of the Unit, as well as additional charges including: long distance calls, excessive pool heating (when applicable), excessive power/water usage, key replacement, special cleanings, excessive trash removal, early check-in, late check-out, after hours services motivated by Guest. When Guest checks out of the Unit the Unit will be inspected by a member of the staff, and if no damage is found to the FFF&E, and no additional charges are warranted, no charges will be assessed against the credit card. But if damage is found to the Unit's FFF&E, the cost to fix or replace the damaged part shall be assessed to Guest's credit card, which shall be charged for the full amount for fixing or replacing the damaged FFF&E. Guest agrees that Guest's credit card on file may be charged to cover any such damage, as well as for any other costs incurred as set forth in this Agreement, any additional costs or damages, including any and all penalties issued by any administrative or government agencies. A fee of **US\$100.00** will be charged for garbage left in the Unit at checkout. A fee of **US\$250.00** will be charged if the Unit is excessively messy or dirty at check-out. A fee of US\$30.00 will be charged to the credit card on file if any of the inventory of the Unit is removed from the Unit, including linens, towels, and kitchen items.

18. Cancellation Policy. Notice Requirement for cancellation. If Guest cancels or modified more than thirty (30) days in advance, an administrative fee of **US \$150.00** will be retained and the remaining balance will be refunded or kept as a credit to be used for a future booking within 01 year(s). After 01 year the credit will expire. If cancelled or modified less than 30 (thirty) days or in case of no-show, the total price of the reservation, it includes rental price, cleaning fee, taxes and fees shall be charged from the Guest's credit card on file and any payment already made is non-refundable. Guest must notify Fidelity in writing of their intention to cancel the Reservation and the total price of the reservation shall be due and payable without deduction or offset.
EXECUTED as of the date and year first above written.

Guest Signature _____



By signing this Agreement, I am representing to FIDELITY VACATION HOMES LLC that the above information is true and correct, that I am an authorized user of the credit card identified above, that the credit card identified above is a valid credit card as of the date of this Authorization, and that I authorize the charges and future charges, deposits and/or final payment as set forth herein.

I, _____ acknowledge that I have read and agreed to all of above information as well. I further agree to forever waive my right, & forfeit my ability, to later refuse payment on this credit card charge that was provided above on page 1.

Cardholder name: _____



Cardholder Signature: _____



Date: ____/____/____
month/ day / year

(Please attach a photo Official Identification / Passport –CARD HOLDER ONLY)