



Freewheeler Vacations, Inc. Rental Agreement

Please read your Vacation Rental Agreement carefully before you begin your vacation. Any monies received by Freewheeler Vacations, Inc. for occupancy of Vacation Property indicated the acceptance of the terms of our Vacation Rental Agreement in full. All policies are strictly enforced. It is the responsibility of all renters and members of their party to be familiar with all policies pertaining to rental.

RENTER REQUIREMENTS: The person placing the reservation must be the same as the credit/debit card holder for legal and accounting reasons. This person is considered to be the Renter. Anyone else involved with the rental are considered to be the Renter's guests, and all discussion regarding reservation, cancellation, and damage policies will be discussed with the Renter, not the Renter's guests (unless otherwise instructed). The Renter understands that Freewheeler Vacations, Inc. rents to responsible adults over the age of 25 ONLY.

DOWN PAYMENT/ PAYMENT: Payment of 50% due at time of reservation along with completed contract. Final balance due 30 days prior to arrival and it will be automatically charged to credit card on file unless other arrangements are made at time of booking. Personal checks are accepted but need to be drawn on a US bank. A \$35.00 service charge will be incurred for any returned checks.

BALANCE PAYMENT: If no other payment is received 30 days prior to arrival, we will automatically run the balance on the credit card on file. Balance is due no later than 30 days prior to your arrival date. We can keep the balance payment on the same credit card used for the initial payment, you can call with a different card, or a check or money order can be issued at least 30 days prior to your arrival. Please send your check or money order with a signed copy of the rental agreement.

Make check payable to: **Freewheeler Vacations, Inc.**

Mail to: Freewheeler Vacations, Inc., PO Box 1634 Islamorada, FL 33036

DAMAGE WAIVER: Every reservation requires *either* (1) a \$39 damage waiver ("Vacation Rental Damage Waiver") **OR** (2) a \$1500 refundable security deposit paid via cash or check (credit cards are not accepted). This Vacation Rental Damage waiver covers **unintentional** damages to the rental unit interior that occur during your stay, provided they are disclosed to management prior to check out. The waiver will pay a maximum benefit of \$1500. Any damages that exceed \$1500 will be charged to the credit card on file. If you damage the real or personal property assigned to your rental accommodation during the trip, the Insurer will reimburse the lesser of the cost of repairs or

replacement of the property, up to \$1500. Certain terms and conditions apply. Full details of the Vacation Rental Waiver coverage are below:

The Damage Waiver is a fee added to the reservation total. When reported immediately, it covers the registered guest against any accidental damage to the unit or its contents for an amount not to exceed \$1500.00. This fee eliminates the necessity of the traditional security deposit. The Damage Waiver gives our guests a complete and total peace of mind by knowing “When accidents happen...You are covered!”

Terms and Conditions:

- Coverage includes accidental (unintentional) damages only. Damage caused by acts of violence or malicious acts will not be covered.
- Damage is limited to the rental unit you are occupying under the terms of your confirmation and does not cover any other structure.
- Coverage includes the interior of the unit including furnishings, appliances and other fixtures.
- Coverage includes limited damage to the exterior including porches.
- Guest's personal items such as luggage, clothing, electronics or any other items that are not a part of the rental property are not covered under this coverage.
- Vehicles of any kind are not covered.
- Damage must be reported to the office immediately for coverage to be in effect.
- Acts of God are not covered.
- Damage or loss caused by pets or any animal brought onto the premises is not covered.
- Damage plan does not cover loss of use of the property.
- Guest is responsible for charges over and above \$1500.00

Effective Time:

- The damage plan takes effect on the date and time of check in and terminates at 10:00 am the day of check out or at the time of guest departure whichever occurs first. Damage plan must be paid for prior to taking occupancy of your rental unit and is nonrefundable after check in.

Definitions:

- “Renter” means only those persons registered or booked to share the same accommodations, who have elected to purchase Freewheeler Vacation's damage waiver and have paid for the plan in advance.

How to Notify Us of Damages:

- Please report any damage to the unit as soon as it occurs so we may be able to assess and/or minimize the extent of the damages. The Damage Waiver is valid ONLY if the incident is reported PRIOR TO CHECK OUT. The Damage Waiver becomes void upon departure, and any damage found by Freewheeler Vacations, Inc. will be the sole responsibility of the guest who incurred the damage.

Legal Authority:

- Guest agrees in the event that legal action is required for the enforcement of this plan that all disputes will be settled by arbitration.
- All guests will still be required to provide a credit card at check in for incidental charges incurred during your stay such as telephone or other miscellaneous charges. This plan is provided and administrated by Freewheeler Vacations, Inc. and is not an insurance policy.

UPON ARRIVAL: Take a look around your rental unit. If there are concerns or issues with your rental property, please immediately contact our office at 305-664-2075 (leave a message if there is no answer).

EMERGENCIES/ MAINTENANCE: In the event of an energy or maintenance problem that cannot be handled the following business day, please immediately contact Freewheeler Vacations, Inc. (leave a voice message specifically on the **EMERGENCY LINE**) by calling 305-664-2075. For all other maintenance problems, please leave a message on our general voice mail at (305) 664-2075. Otherwise, you will be contacted during normal business hours.

ARRIVAL TIME: Check in is at 3 pm. A very early arrival may be arranged for \$100.00, pending other reservations and the housekeeping schedule. Please contact us within 24 hours of your arrival to make these arrangements. Unless you have specifically arranged for an early arrival time, please do not arrive at the property before your schedule check in time.

DEPARTURE TIME: Check out is at 10 am. Your prompt departure is appreciated so we can prepare the unit for any incoming guests. A late departure may be arranged for \$100, pending other reservations and the housekeeping schedule.

CANCELLATIONS: Cancellation of booking within 60 days prior to check in, will result in forfeiture of the entire deposit paid. Refunds will be issued under the following circumstances: (1) the property is rebooked for the same dates and rate of booking, (2) If property is unfit for rental and a substitute rental cannot be located, (3) If the property is sold. To protect against cancellations caused by unforeseen events such as death, illness, natural disaster, etc. we highly recommend the renter purchases Trip Cancellation Interruption Insurance Coverage.

CATASTROPHIC EVENTS & EMERGENCY EVACUATIONS: If a catastrophe (hurricane, tornado, earthquake, flood, etc.) or any situation simply beyond our control impairs the vacation rental, Freewheeler Vacations, Inc. is not responsible for finding alternate lodging for the renter or for the renter's financial losses related to transportation or alternate lodging. There will be **NO REFUNDS OR CREDITS FOR EMERGENCY EVACUATIONS/WEATHER CONDITIONS**. Therefore, we suggest you consider Travel Protection Insurance to secure your vacation investment and eliminate your financial risk. There will be no refunds of any kind for evacuations/weather conditions.

VACATION RENTAL INSURANCE: Red Sky Travel Insurance is available through Freewheeler Vacations, Inc. and covers cancellation or interruption of your stay, travel delay,

baggage delay, rental car damage, and emergency/medical/dental expenses. Please read your documentation carefully as certain limitations, restrictions, and exclusions apply. The plan is optional, but we strongly recommend it. In case of unforeseen events, this insurance helps protect your vacation investment. **IF YOU CHOOSE NOT TO PURCHASE THIS COVERAGE, NO REFUNDS WILL BE GIVEN WITHIN THE 30 DAY PERIOD.** The insurance premium, 6.95% of the total, is non-refundable and non-transferable. For more information please visit <http://www.trippreserver.com/>

CLEANING FEE(s): A non-refundable cleaning fee is required with all reservations. This fee is for our housekeepers who dust, vacuum, sanitize, clean linens and towels, Renter(s) are required to follow all check out procedures detailed in this agreement and leave the property in the same general and good habitable condition it was in when the Renter(s) arrived. Undue and/or unreasonable cleaning of the cabin shall be charged to the Renter's/Cardholder's credit card as an Additional Cleaning Charge at a rate of up to \$45/hour, with a one hour minimum. This also applies to the property exterior, grounds, BBQs and hot tubs and pools (if so equipped).

DEPARTING/CLEANING REQUIREMENTS: A non-refundable cleaning fee is required with all reservations. Renters are required to follow check out procedures detailed in this agreement. Renter must leave the property in the same condition as it was in upon arrival. Additional cleaning charges will apply with excessive cleaning, trash, or laundry. Please follow the following procedure upon checking out: (1) Leave 1 days' worth of towels and linens, (2) Load all dishes into dishwasher and run on normal cycle, (3) Turn up A/C to 78 degrees, (4) Take out all garbage and put in appropriate cans, (5) Lock all doors, (6) Return keys to rental office.

SMOKING: Smoking is NOT permitted in any Freewheeler Vacations, Inc. Rentals. If there is any tobacco smell in the home or cigarette butts left on the property upon departure, there will be a minimum \$250 charge.

PLUMBING: Do not put any feminine products in the toilet. Please do not pour grease down the drain.

SATELLITE TV, INTERNET & PHONE CALLS: All properties are privately owned and have different subscription packages for cable and/or satellite and internet. Freewheeler Vacations, Inc. does not guarantee any programs, events or reception. Renter(s) are liable for ordering any Pay Per View. Some properties are equipped with a telephone.

PETS: Not every home allows pets. Approval prior to arrive is a **MUST**. Pets are allowed as long as the applicable pet fees have been paid. Unauthorized occupancy of pets will result in immediate eviction and loss of all rents and deposits. If discovery of unauthorized pets is made after your departure, a penalty of \$45/day plus any additional cleaning charges will be assessed. If you are given permission to bring a pet the following rules must be followed:

1. \$200 for the 1st pet and 50 for each additional pet.
2. Pet(s) will not cause danger, damage, nuisance, noise, health, or hazard to the home, premises, grounds, common areas, parking area, landscaping, gardens, or walks. Tenant will

accept FULL responsibility and liability for any damage, injury, or actions arising from or caused by their pet(s). The cost of the damage will be charged to the pet owner if not covered by the damage insurance.

3. Renter warrants that the pet(s) are housebroken. Renter warrants that the pets have no history or tendency to cause physical harm by actions such as biting, scratching, chewing, etc. Pets must be on a leash or contained at all times.
4. No pets on any furniture or bedding. Any indication of such (pet hair, etc.) will result in charges to your credit card for additional clean up (laundry and/or upholstery and/or carpet cleaning).
5. All waste must be picked up and placed in the garbage cans tied securely in trash bags.
6. Any cleaning that must be done will be charged to renter at rate of \$45 an hour.

LEFT ITEMS: Please check carefully for belongings before you leave. Left items can be mailed to you if requested and you will be charged all shipping costs plus a \$10 service fee. Freewheeler Vacations, Inc. is not responsible for lost or stolen items.

RIGHT OF ENTRY: Renter(s) agree that Freewheeler Vacations, Inc. reserves the right to enter the rental property any time to investigate disturbances, check occupancy, check for damage, to make such repairs, alterations or improvements as we may deem appropriate, or to show the property to prospective purchasers or guests (in which case prior notification will be given).

SECURITY & SAFETY RISKS: You assume responsibility for it and its contents, as well as your personal property. Always lock the doors and windows when you leave the rental. Guest is responsible for lost key replacement costs. Children are welcome, but there are conditions in and around the home that may pose hazardous to them, as well as to adults, such as the open stairways, and wildlife. Freewheeler Vacations, Inc. does not assume any responsibility for injuries resulting from your failure to use due caution. Children must be supervised at all times. Candles are not allowed due to fire hazard except citronella candles in buckets outside, or if emergency candles are supplied by homeowner in case of power outage.

INDEMNIFICATION & HOLD HARMLESS: Freewheeler Vacations, Inc. and its Property Owners strive to maintain Vacation Properties in the finest condition, no guarantees are expressed nor implied regarding suitability or for any particular purpose. All Renter(s) and their invitees use the Vacation Property structures and premises at their own risk. Freewheeler Vacations, Inc. and its Property Owners shall not be held liable or otherwise responsible in any way for injury to any Renter and/or their invitees that is caused or permitted to be caused by the intentional or unintentional acts of said Renter(s) and/or invitees, or by the failure of structures, appliances, (including hot tubs and BBQs) furnishings, and/or other equipment, whether by malfunction, misuse, acts of God/nature, and/or are otherwise naturally occurring. No guarantees are expressed nor implied as to the suitability of utilities and other services provided to the Vacation Properties and adjacent structures and premises. No guarantees are expressed nor implied regarding the suitability/compatibility of materials utilized in the construction of the Vacation Property and/or its contents. Freewheeler Vacations, Inc. and its Property Owners shall not be held liable nor otherwise responsible in any way for allergic reactions to Renter(s) or invitees, caused or permitted to be caused by materials utilized in the manufacture of the Vacation Property and/or its contents,

nor from mold and/or airborne spores, nor from pet/animal allergens, nor from chemical agents including, but not limited to appliances, linens, carpeting, utensils, fixtures, hot tubs, and/or other equipment. By written or electronic endorsement of this Agreement, Renter(s) and invitees hereby agree to forever hold-harmless and indemnify Freewheeler Vacations, Inc. and its Property Owners from and against all claims, demands, loss, liability/responsibility of any kind and character, including cost of defense, arising out of or in any way connected with the Renter(s) use of the property.

Freewheeler Vacations, Inc.
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