

The Rod and Reel Resort

Rental Agreement Terms and Conditions Must Complete to Finalize Reservation

Reservation Name Arrival Departure

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY

YOUR RESERVATION IS NOT VALID OR BINDING WITHOUT A SIGNED RENTAL AGREEMENT ON FILE. PLEASE INITIAL AND SIGN WHERE NOTED AND RETURN TO THE ROD AND REEL RESORT reservations@rodreelresort.com WITHIN 24 HOURS.

Thank-you for choosing The Rod and Reel Resort on Anna Maria Island as your vacation destination. The following terms and conditions help to ensure our guests enjoy a safe and stress free vacation and that our property is kept in a condition equal to your arrival and at the highest level of customer satisfaction possible.

TERMINOLOGY: As used herein, the singular shall include the plural and the plural the singular, the masculine shall include the feminine and the feminine shall include the masculine. The terms guest(s), tenant(s), occupant(s) and resident(s) are interchangeable.

FULL AGREEMENT: This Rental agreement contains all agreements, promises and undertakings between Owner and Guest, and there are no other or oral agreements, promises or undertakings of any kind or nature. No oral agreements, promises or undertakings hereafter made shall be binding upon either Owner or Guest unless reduced to writing and signed by both parties, and this Lease supersedes any and all prior agreements between the parties relating to the Premises. **FAILURE TO COMPLY WITH THE TERMS OF THIS AGREEMENT MAY RESULT IN IMMEDIATE TERMINATION OF YOUR STAY and forfeiture of all payments made.**

MINIMUM AGE: No persons under the age of 25 may enter into a reservation agreement at The Rod and Reel Resort. Any reservation obtained under false pretenses will be subject to forfeiture of all monies prepaid and the party will not be permitted to occupy any unit at the resort.

NUMBER OF GUESTS: This is strictly a private commercial resort whose facilities and amenities are for the exclusive use of registered guests. There are **NO** invited guests allowed on-site during your stay and all persons in your party must be listed below and identified as less than 18yrs of age if applicable (Y/N). **A unit may not be occupied by more than the listed maximum number of persons allowable for that unit.**

- | | |
|-----------------|-----------------|
| 1. _____ Y / N | 16. _____ Y / N |
| 2. _____ Y / N | 17. _____ Y / N |
| 3. _____ Y / N | 18. _____ Y / N |
| 4. _____ Y / N | 19. _____ Y / N |
| 5. _____ Y / N | 20. _____ Y / N |
| 6. _____ Y / N | 21. _____ Y / N |
| 7. _____ Y / N | 22. _____ Y / N |
| 8. _____ Y / N | 23. _____ Y / N |
| 9. _____ Y / N | 24. _____ Y / N |
| 10. _____ Y / N | 25. _____ Y / N |
| 11. _____ Y / N | 26. _____ Y / N |
| 12. _____ Y / N | 27. _____ Y / N |
| 13. _____ Y / N | 28. _____ Y / N |
| 14. _____ Y / N | 29. _____ Y / N |
| 15. _____ Y / N | 30. _____ Y / N |

EVENTS: NO events may be held at during your stay unless prior approval has been obtained and appropriate fees assessed. This includes but is not limited to: wedding, anniversary, reunion, birthday or holiday celebrations. Catering, professional photography, decorations or rental equipment/furniture of any kind may not be brought on the premises. Guests assume all and full responsibility for the event and attendees. Special event insurance is required for all event packages. All events must receive prior request and approval.

SPECIAL ACCOMMODATIONS: Please check the appropriate box(es) to let us know in advance of any special requests or accommodations you may need during your stay.

AFTER HOURS ARRIVAL **CHECK IN: AFTER 4 PM** **CHECK OUT: PROMPTLY AT 10 AM**

CRIB IN ROOM

OTHER _____

GUEST (1) INITIALS REQUIRED

GUEST (2) INITIALS REQUIRED

CANCELLATION POLICY: Individual Suite Reservations Your \$250 payment is non-refundable and if cancelled in less than 21 days of arrival 100% penalty. Reservations cancelled between 21 and 60 days are subject to a 25% penalty. Any reservation cancelled prior to 60 days of your arrival is eligible for a full refund (less the \$250 non-refundable payment).

Full Resort Reservations Your \$250 is non-refundable and reservations cancelled within 90 days of arrival 100% penalty. Reservations cancelled prior to 90 days are subject to a 25% penalty.

REFUND POLICY: Refunds due to cancellations are subject to fees and timelines outlined in our *Cancellation Policy*. The \$250 initial payment made at time of booking is a non-refundable deposit made to hold the property and cover administrative fees. We recommend you take out a comprehensive trip cancellation insurance policy for protection against hurricane evacuations, loss of power or utilities, sickness or death, injury, termination of employment, and other unforeseen eventualities. You may learn more information regarding coverage options by calling customer service, 1-866-999-4018 or visiting vacationrentalinsurance.com with CSA Travel Protection, a leading provider.

SUBSTITUTION OF ACCOMMODATIONS: Circumstances may cause your confirmed unit to be unavailable. Therefore, Rod & Reel Resort LLC reserves the right to substitute comparable accommodations. We cannot guarantee the confirmed rate in these circumstances; however, accommodations and rates will be subject to your approval. Should the above Property be unavailable or uninhabitable during the specified time due to unforeseen circumstances, including, but not limited to, Owner's actions, or so called "Acts of God", we will try to provide a Property of comparable quality and utility, which then becomes the Property subject to this agreement, unless Guest requests a return of paid funds which in effect renders this agreement null and void for all parties.

EXCLUSIVE USE OF PROPERTY: Use of premises is strictly limited to private residential vacation activities only. No part of the property may be used for any kind of trade or business purpose. Guest must vacate the property and return it in proper condition and without any property damages. Guest must use all appliances and other technical installations of Property with proper care and diligence. Improper use of appliances and/or damages to these will be charged to Guest. Guest confirms and understands that Property may not and will not be used for any kind of drug dealing activity, drug use and consumption, money laundering operations, organized crime or any illegal activity whatsoever. Guest is not allowed to store/keep/handle on premises of rented Property any dangerous, combustible or explosive items, or materials with such characteristics, or materials which could unreasonably raise the probability, risk or danger of a fire, or materials that are considered dangerous or highly dangerous by the responsible insurance agencies. Guest is obligated to keep the Property secure. All damages resulting from carelessness or misuse will be charged to Guest. Guest shall maintain the premises in a clean and sanitary condition and not disturb surrounding residents or the peaceful and quiet enjoyment of the premises or surrounding premises. Any damage to the property resulting from the negligent use of the property, improvements thereon, appliances and fixtures shall be charged to the Guest.

LAWS, NOISE ORDINANCE, RESORT RULES: Your rental is confirmed with the understanding that you will adhere to State and Federal Laws and both the written and verbally conveyed rules and regulations set by the Rod & Reel Resort and City of Anna Maria. Noise within the premises must be kept at a reasonable level as not to cause a disturbance to the neighbors or general public and a strictly enforced **noise ordinance is in effect daily from 10pm until 7am**. The pool deck, outdoor TV, and broadcasted music may not be used during this timeframe. Under no circumstances shall any illegal drugs be allowed on the property. Tenants understand that possessing any illegal substance on the premises or breaking of stated rules and regulations or any type of disorderly conduct (drunken or otherwise) are grounds for immediate eviction and forfeiture of payment. Tenant further waives any and all rights to recourse against the agent or owner for enforcing this clause. Exterior **security cameras are in use**, and guest acknowledges and agrees that Rod Reel Resort and its owners are not liable in the event of any camera or equipment malfunction.

TELEPHONE USE: There are no telephones or telephone access provided to Guests, or located in the resort accommodations.

INTERNET SERVICE: The property is equipped with wireless internet service. Ethernet connection is not provided. Unauthorized or illegal use is prohibited. Rod & Reel Resort LLC, its agents and owners assume no liability for providing this service.

CLEANING SERVICES AND RESPONSIBILITIES: Guests may exchange linens for fresh beach and bath towels during office hours as needed and no daily room cleaning is provided by the Rod & Reel Resort. Linens have been inventoried prior to your arrival. All guests are responsible to perform "normal" duties that include but are not limited to garbage removal, cleaning of dishes, locking all doors when departing, notification of any damages of problems as they arise.

PARKING: A parking pass will be in your room upon arrival. There are 7 parking spots on-site on a first-come, first-served basis. Additional parking is available at no charge at the adjacent public pier parking lot and for your convenience a loading/unloading zone is available at the main entrance. If a parking attendant is on duty, please let them know you are a guest of The Rod and Reel Resort. Guests are allowed one automobile parking pass per room and motor homes, trailers, and motorcycles may not be parked on site at any time.

ACCESS/ROOM CODES: The resort requires two codes for entry, one for the main access door to the property that is located on the Pier Parking lot side of the resort. The second code is your individual Suite door code to gain entry to your accommodations. Do not share codes with any persons and your codes becomes inactive after departure. Your door code is the last 4-digits of your confirmation number.

SMOKING: The resort is a **NO SMOKING PREMISES** which includes areas inside your accommodations and within the property and grounds. If you must smoke, guests must exit the main entrance and smoke in the public parking, pier, and beach areas. Smoking violations, including those identified by burns, ashes, cigarette litter, camera footage or guest complaint will result in forfeiture of security deposit plus additional cleaning fees to cover costs to return the unit to a non-allergic status. Guests who smoke on the premises risk termination of their stay.

PETS: This is a pet free property. Guests will be liable for any damages caused by said pet(s), forfeiture of security deposit and additional cleaning fees to cover costs to return the unit to a non-allergic status. Guests who bring pets on the premises risk termination of their stay.

PEST CONTROL: Units are treated for pests by contracted pest control companies. Rod & Reel Resort LLC and the owner will use its best efforts to address pest control concerns, but is not responsible for rebates due to the presence of pests, infestations, or in the event of untimely service by pest control companies.

MAINTENANCE/INSPECTION: Guest agrees that the premises have been fully inspected and accepts the condition of the premises in "as-is" condition with no warranties or promises express or implied. Guest shall maintain the premises in good, clean, and tenantable condition throughout the tenancy, use all electrical, plumbing, heating, cooling, appliances and other equipment in a reasonable manner, removing all garbage in a clean and sanitary manner. In the event Guest or Guest's guests or invitees cause any damage to the premises, Rod & Reel Resort LLC may at its option repair same and Guest shall pay for the expenses of same on demand as additional rent. In the event a major repair to the premises must be made which will necessitate the Guest's vacating the premises, Rod & Reel Resort LLC may at its option terminate this agreement and Guest agrees to vacate the premises holding Rod & Reel Resort LLC and Owner harmless for any damages suffered, if any. Guest shall notify Rod & Reel Resort LLC immediately of any maintenance or repair needed, in writing. Guest agrees to immediately test any smoke detector and maintain same. In the event of equipment malfunction within the unit, Rod & Reel Resort LLC will expedite repairs as quickly as possible. From time to time, it may be necessary to close swimming pools and other amenities for maintenance purposes and no rebate or compensation will be issued in this event or due to loss of amenities. It is your responsibility to advise us immediately of any condition or maintenance issue that you discover in your unit upon your arrival. This will prevent Rod & Reel Resort LLC from having to charge you for damages that were not incurred during your stay. Any maintenance items should be reported to Rod & Reel Resort LLC as soon as possible. No rent adjustment can be made for circumstances beyond our control or malfunction or loss of use of equipment or amenities. For emergencies and repairs please call (941).251.4740.

ACTS OF NATURE: If for any reason the premises are condemned by any governmental authority, or destroyed through fire, act of God, nature or accident, this rental agreement shall cease and shall terminate as of the date of such condemnation or destruction and Guest hereby waives all claims against Rod & Reel Resort LLC and Owner for any damages suffered by such condemnation or destruction. Rod & Reel Resort LLC and Owner cannot be held liable for any acts of nature or occurrences beyond our control. No rate adjustment will be made. If you are traveling between May and December, please note that this is hurricane season. Rod & Reel Resort LLC and Owner are not required to rebate rent in the event of a voluntary or mandatory evacuation or loss of power or services.

LOST/DAMAGED ITEMS: Rod & Reel Resort LLC is not responsible at any time for any items left in any unit. If they are found by staff, returns will be held at our office or returned to you at cost plus a handling fee. Guest acknowledges that Agent nor Owner is not responsible or liable for any of Guest's personal property present on premises of Property. All Guests' personal property shall be at the risk of the Guest. Owner thereof and Rod & Reel Resort LLC shall not be liable for any damage to said personal property of the Guest arising from criminal acts, fire, storm, flood, rain or wind damage, acts of negligence, theft, or any person whatsoever.

FISHING: There is no fish or bait allowed inside the rooms, in resort refrigerators or cleaned on site. Guests may use the convenient facilities of the Rod and Reel Pier for supplies and cleaning if desired. Catch may be kept in a personal cooler and stored outside in a designated location at the resort, please see staff for assistance. Storage of fishing gear and equipment is NOT allowed inside rooms or on public walkways. Guests can keep gear in a designated area at their own risk, but for security purposes valuable fishing gear should be locked in your vehicle when not in use.

GUEST (1) INITIALS REQUIRED

GUEST (2) INITIALS REQUIRED

PLEASE READ THE FOLLOWING SAFETY INFORMATION CAREFULLY

Guests acknowledge and agree that they are responsible for the safety of themselves, their guests, and all children while on the Resort premises and while using all resort amenities to include but not limited to pool, spa, deck areas, bikes, kayaks, paddleboards, beach area and waters whether on or off-site. Guests agree to all terms of use that are either posted and/or communicated by Resort staff relative to use and safety of Guests. It is the Guests responsibility to follow all rules, inspect and to ensure the proper use, fit, and safe condition of all equipment prior to use, including gate locks and closure, and the condition and inspection of equipment between guest use is not the responsibility of the Rod & Reel Resort or its Owners and agents. The Rod & Reel Resort is not responsible to provide any safety equipment for guests including, but not limited to lifejackets, helmets, lights, bells, although some of these items may be available on the premises. Children must be supervised at all times and enforcing age requirements for use of amenities is the responsibility of the Guest. Guests agree to indemnify and hold Rod & Reel Resort, its agents and Owners, harmless from all losses, damages, liabilities and expenses which can be claimed against the Rod & Reel Resort, its Owners and agents for any injuries or damages to the person or property of any persons, caused by the acts, omissions, neglect or fault of Guest, or the agents, family or guests of Guest, or arising from the failure of Guest or the agents, family or guests of Guest to comply with any applicable laws, statutes, ordinances or regulations, or as result of using any amenities, equipment, pool decks or the resort premises during the tenure of their rental agreement.

GUEST (1) INITIALS REQUIRED

GUEST (2) INITIALS REQUIRED

POOL & SPA: Weather conditions will affect the ability to heat the pool and water temperatures cannot be guaranteed by owner or agent. Tenants assume all risks related to the use of the Pool or Spa including any injury or illness. 1) Children under 12 must have adult supervision at all times. 2) Children under 4 are NOT allowed in the SPA. 3) No food or beverages, drink, glass or animals in pool/spa or on pool/spa wet deck. 4) No glass or animals in fenced pool/spa area. 5) Pool maximum bathing load is 30 persons. 6) SPA maximum bathing load is 12 persons. 7) Pool, SPA and fenced deck area hours 9:00am until 10:00pm 8) Shower before entering Pool or SPA to remove debris and lotions 9) Maximum water temperature of SPA is 104 degrees F 10) No running or horseplay 11) Do not swallow Pool or SPA water 12) Do not use the Pool or SPA if you are ill or have diarrhea 13) Pregnant women, small children, people with health problems and people using alcohol, narcotics or other drugs that cause drowsiness should not use Pool or SPA without first consulting a physician. 14) Maximum SPA use is 15 minutes. 15) Security Cameras are in use 16) NO LIFE GUARD ON DUTY – Pool and SPA use is at your own risk. The Rod & Reel resort is not responsible for risks or harm, or lack of use, due to fecal contamination and immediate notification and evacuation is required. **Infants and children who are not potty trained, MUST wear rubber pants in addition to swimsuit and swim diaper while using the pool.**

GUEST (1) INITIALS REQUIRED

GUEST (2) INITIALS REQUIRED

PADDLE SPORTS: Kayaks and Paddle Boards are available for tenant use based on a first come first served basis. Maintenance conditions may affect the availability and cannot be guaranteed by owner or agent. Tenants assume all risks related to the use of the Kayaks and Paddle Boards. Users assume ALL risks and accepts all responsibility for any damage or injury that may occur. Rod & Reel Resort LLC, its agents and owners shall have no liability whatsoever. Paddling can be physically challenging and dangerous. Serious injury or death may occur. Do not paddle without having obtained qualified instruction and without prior experience. Do not paddle without the approval of your physician. Be aware of your paddling skill and realistically evaluate your physical capacity should you have to swim to shore. Follow all safety standards when using the equipment. 1) Always wear an approved personal flotation device (PFD). The kayak or paddle board is not a lifesaving device (A limited quantity of PFDs may be available but the user is responsible to provide). 2) User must be 18 years of age to use this equipment. 3) One person per kayak or paddle board 4) Never exceed the weight rating of the product 5) Never paddle alone 6) Never paddle after dusk 7) Never paddle in flood or bad weather conditions. Be aware of water levels, tidal changes, dangerous currents, underwater hazards and changing weather conditions. 8) Never paddle under the influence of alcohol or drugs. 9) Dress accordingly. Hypothermia can be caused by cold weather and water. 10) Always abide by Coast Guard regulations, State and local laws and ordinances.

GUEST (1) INITIALS REQUIRED

GUEST (2) INITIALS REQUIRED

BICYCLES: Bicycles are available for tenant use based on a first come first served basis. Maintenance conditions may affect the availability and cannot be guaranteed by owner or agent. Tenants assume all risks related to the use of the bicycles. Users assume ALL risks and accepts all responsibility for any damage or injury that may occur. Rod & Reel Resort LLC, its agents and owners shall have no liability whatsoever. 1) Always wear a proper fitting helmet (a limited number of helmets may be available but the user is responsible to provide) 2) be alert and keep your head up 3) Ride in the direction of traffic flow 4) Obey all traffic laws and lights 5) One person per bike 6) Avoid busy roads 7) Never ride at night 8) Watch for parked cars and hidden driveways 9) Check the condition of equipment for proper fit and function. Do not ride if equipment is not in proper working order. 10) Children must ride with adult supervision.

GUEST (1) INITIALS REQUIRED

GUEST (2) INITIALS REQUIRED

In case that any part of this agreement should be declared void or invalid, this will not have any effect on other parts of this agreement, which can be in effect without the invalid terms; and therefore, the terms of this agreement shall be deemed separable. If more than one individual, firm or corporation shall join as Guest, the covenants of Guest shall be the joint and several obligations of each party signing as Guest, and when the parties signing as Guest are partners, the covenants shall be the obligation of the firm and of the individual members thereof. Guest acknowledges there is no rescission period once this rental agreement is signed.

Providing guests leave Property in acceptable condition (no damages or repairs, no missing items, no excessive cleaning requirements etc.), Guest's security deposit will typically be processed within 15 days after vacancy. After Guest vacates Property and inspection/inventory has been performed and damage or missing items have been observed, Rod & Reel Resort LLC will take corrective measures to restore the lost or damaged property. A minimum fee of \$50.00 will be charged to perform these duties if needed. All damages and charges will be deducted from your security deposit. Damages exceeding your security deposit amount will be charged to you.

FOR INDIVIDUAL ROOM RESERVATIONS – 1 SIGNATURE

FOR FULL RESORT RENTALS (ONLY): 2 SIGNATURES

Guests assume individually and collectively all financial obligations, responsibility, and liability as outlined in the terms of this Rental Agreement and MUST be present and on-site for the duration of the rental period.

1) _____ Guest(s) Signature _____ Date

1) _____ Print Guest(s) Name

2) _____ Guest(s) Signature _____ Date

2) _____ Print Guest(s) Name