

VACATION RENTALS TERMS AND CONDITIONS

This Agreement constitutes a contract between the guest booking this reservation and BW Miami Vacation Rentals, LLC (hereinafter the “BW Miami” or “Agent”), who is authorized on behalf of the owner to rent the vacation rental unit referenced on the reservation. The term guest(s), occupants(s) or tenant(s) includes the registered guest and all other person(s) who occupy the vacation rental unit. By booking a reservation with BW Miami, the guest agrees to the following:

RESTRICTIONS

The property will be used only as a private dwelling and only for the use of the guest named on the reservation. The guest making the reservation and entering into this Agreement must be 25 years of age or older, must provide a major credit card, and must occupy the rental unit the entire term of the reservation. The same individual agrees to supervise and be financially and legally responsible for all other guests occupying the property, specifically including those who are under 25 years of age. The reserved unit is limited to adults and families. Occupants, visitors and all people at the unit with permission of the above agree to abide by the rules and regulations of the community in which they are staying. Failure to abide by these limitations or any breach of the terms and conditions of this agreement may result in immediate eviction without refunds and additional charges.

PAYMENTS AND DEPOSITS

Payment by guest or guest's agent constitutes acceptance and confirmation by guest and guest's agent of the deposit and cancellation and use policies, restrictions, and additional information given in the rental agreement. Rates, fees, and taxes are subject to change without notice. At the time of booking, a credit card advance deposit of 25% of the total stay is required. Final payment is due at least 30 days before arrival. The final payment will include the following:

- ◆ Remaining rental balance
- ◆ Departure cleaning fee
- ◆ Security deposit
- ◆ All applicable taxes
- ◆ Any other applicable charges

All payments must be made in U.S. dollars. Guest must present a credit card for incidentals and damages. A non refundable departure clean fee of \$40 - \$120 and a security deposit of \$300 - Studio, \$500 - One Bedroom, \$1000 - Two Bedroom and \$2000 - Three Bedroom, shall be required on all reservations. This security deposit will be returned to guest within 7 days of guest's departure assuming the premises are in the same condition as received. Checkout time is before 11 am, Departures after 11 am will be subject to additional charges up to and including the full daily rent rate.



CANCELLATION POLICY AND REFUNDS

All Cancellations received more than 60 days prior to check in will receive a full refund. A \$200 administrative charge will apply on all cancellations. Cancellations received between 0 and 59 days before check in will forfeit all monies paid. Guests are recommended to get trip insurance to cover them in the event they need to cancel with less than 60 day notice. There will not be rebates or refunds for inoperable appliances or faulty equipment, unfavorable weather, flight cancellations, travel-related issues, noise, interruption of utilities (including internet and cable), construction in the area, maintenance problems, or any other circumstances outside the control of BW Miami.

NO SHOWS, LATE ARRIVALS, EARLY DEPARTURES

BW Miami will not refund any monies should a guest decide to shorten their stay. Guest is responsible for payment of all nights confirmed, regardless of guest's late arrival or early departure date. No shows, late arrivals, and early departures will be charged the full amount for the entire reserved stay. If a guest is due a refund, BW Miami will issue the refund no more than 30 days after the departure date of the original stay.

UNIT AVAILABILITY

BW Miami makes very effort to ensure that a guest receives the property requested. In the event that a property becomes unavailable for any reason, BM Miami will attempt to transfer the reservation to a comparable unit. All conditions of the rental agreement will transfer to the new property. If comparable accommodations are not available, BW Miami will be held harmless and the guest agrees that its only remedy shall be a full refund of any monies paid. If the property become unavailable during occupancy and comparable accommodations are not available, BW Miami will be held harmless and guest agrees that its only remedy shall be a refund for the unused portion of their stay only. Guest acknowledges that images of the units are representative of the room categories and actual rooms may vary from what is shown.

CHECK-IN AND CHECK-OUT TIMES

Check In time is after 04:00 pm. In rare instances, perhaps due to unexpected maintenance and/or housekeeping issues, access to the property may be unavoidably delayed. In any event, no discounts or refunds will be issued due to a late check in. Check out time is before 11:00 am. Departures after 11:00 am will be subject to additional charges up to including the fully date rate. No refund will be given for early departures for any reason.

Early Check in & Late Check out has a fee subject to availability.

REPORTING DAMAGES

Guest will notify Agent of any damage upon arrival. If not notification is received, it shall be deemed that the guest accepted the premises to be in satisfactory condition. If any loss or damages occurs during stay, guest must notify Agent immediately. The premises must be left reasonably clean with all inventory items left in the unit. The Guest will forfeit any portion of the security deposit that is reasonably attributable to broken, damaged, or missing items. The Guest understands and agrees that if damage to the unit exceeds the security deposit, then guest's credit card will be charged for the excess costs.

HOUSEKEEPING AND AMENITIES

There is no daily housekeeping service. While linens and baths towels are included in the premises, daily maid service is not included in the rental rate. Housekeeping services and beach towels are offered in the condominium facilities for an additional fee. Owner and Agent are not related to housekeeping providers and shall have no liability whatsoever in connection with injuries, theft, loss, or any damages caused by said parties. The Agent does not guarantee air conditioning, utilities functioning, or appliances in the rental unit. There is also no representation guaranteeing the operation of recreational facilities or scheduled recreational events.

MAINTENANCE

BW Miami will make reasonable efforts to handle maintenance requests, however, no guaranteed can be made that such problems can be resolved promptly. Guest shall notify Agent of any maintenance needs during their stay in order to have repairs scheduled. No refunds or adjustments will be made due to maintenance problems or mechanical failures. Only Agent may make any service calls to outside contractors. Any service ordered by the guest will be total responsibility of the guest, even if such services are determined, at a later date, to be needed. Guest shall allow Agent or outside providers the right to enter the unit to make repairs as determined by Agent at its sole discretion.

RIGHT OF ENTRY

The Agent or an authorized employee or repairman may enter the property during customary hours for any purpose connected with the repair, improvement, cleaning, care and management of the premises or for showing the property for sale. In case of emergency, access must be granted regardless of hour and without notification. As an agent of the owner, BW Miami reserves the right to refuse rental, cancel future reservations or terminate occupancy without refund, if occupancy of the property is detrimental to the owner as determined by Agent sole discretion.

PARKING RESTRICTIONS

Parking is not included in this rental. There is valet parking service on the condominium facilities for payment of an additional fee. Guest acknowledges and agrees that the owner and the Agent are not related to such providers and shall have no liability whatsoever in connection with said optional services.

SMOKING POLICY

Smoking is not allowed on the units. To cover the cleaning costs necessary to return the unit to its proper condition, a fine of \$500 will be charged to the guest for any unit in which the Agent reasonably believes smoking has occurred during the guest's stay.

PET POLICY

Pets are not allowed on the units or condominium grounds. The only exception is for service animals. Upon check out, the Agent will inspect the premises and charge additional fees if pets were allowed in the premises in violation of this provision.

MAXIMUM OCCUPANCY

The maximum occupancy is as follows:

- ◆ Studio is limited to 2 occupants with a maximum occupancy of 2 Adults and 2 children
- ◆ 1 Bedroom is limited to 2 occupants with a maximum occupancy of 2 Adults and 1 children
- ◆ 2 Bedroom is limited to 4 occupants with a Maximum Occupancy of 4 Adults and 2 children
- ◆ 3 Bedroom is limited to 6 occupants with a maximum occupancy 6 Adults 1 child

**Studios feature a small refrigerator but no kitchen*

Occupancy may not exceed set limits, including children. Over occupancy will result in additional fees charged to the credit card on file for the reservation. If over occupancy is considered in violation of any law, code, or ordinance, the guest shall secure additional accommodations or vacate the property without refund. The Agent reserve the right to change the maximum occupancy limits to comply with applicable community or governmental regulations. Guest shall no sublease or assign this Agreement without the written consent of the Agent. Use of the premises and condominium facilities is limited to the guest named on the reservation and registered occupants only.

CONDUCT AND COMPLIANCE WITH RULES

Individuals 25 years of age or younger, unaccompanied by their parent or legal guardians, are not allowed in these privately owned units. Guest producing excessive noise and/or behavioral complaints are subject to eviction without refund. All costs incurred for property damage occurring as a result of intentional or illegal behavior will be charged to the credit card on file for the reservation. The Guest agrees to abide by the rules of the condominium in which the unit is located and all governmental regulations. The Agent reserves the right to terminate the rental agreement and ask violators of any law, regulation, or ordinance to vacate the unit immediately without refund. The occupancy of the Premises and the use of the condominium areas shall be sufficiently quiet and peaceful so not to disturb others. Items such as towels, clothes, and banners may not be hung from balcony railings or windows or any other area visible from the exterior of the property. Fireworks are not allowed to be discharged from any unit and are illegal on all public beaches. Unless otherwise authorized in writing by Agent, no celebrations, weddings, reunions, parties or other events (collectively "Events") are to be held at the property during guest's occupancy. Holding an Event without receiving prior Agent's approval will be a breach of this Agreement which may result on immediate eviction without a refund.

PERSONAL PROPERTY

Guest should take care in securing personal property at the accommodations. Neither BW Miami nor the owner will be held liable for missing, stolen, damaged items, or property left on the premises after check out. Guest understands the owner and the Agent are not responsible for any personal injury caused by use of the premises or condominium grounds. Guest will be completely responsible for any and all damage to the condominium or premises during guest's occupancy and authorizes the Agent to charge any damages to credit card used to book the reservation.

APPLICABLE LAW

This is a transient rental as defined in Chapter 509 of the Florida Statutes and guest has permanent residence elsewhere. This rental shall be treated as a transient rental regardless of the length of stay of guest. All parties hereby agree that in the event of dispute, and mediation and/or legal proceedings are necessary, all filings, hearings, and court actions shall take place and be filed in the county where the rental property is located and also agree that prevailing party in the suit or mediation shall be entitled to reimbursement of reasonable attorney fees and costs incurred to file the lawsuit from the losing party. Any exceptions to the terms and conditions on this Agreement are at the sole discretion of BW Miami, and must be approved in writing in advance by BW Miami.

WAIVER AND RELEASE OF LIABILITY

Guest agrees to indemnify, hold harmless and forever discharge BW Miami and the owner of the premises (including their agents, employees and successors) from any and all claims, demands, debts, contacts and expenses, causes of action, lawsuits, of every kind and nature, including claims of negligence, whether known or unknown, in law and equity, arising from or in any way related to the guest staying on the premises or using building installations or amenities. All guests understand that their presence on the rental unit may expose them to dangerous conditions including but not limited to hazards, whether man-made or natural, such as decking, balconies, pools, bricks and sharp rocks and animals. On behalf of all guests, the heirs, assigns and next of kin, the guest and guest's agent waive all claims for damages, injuries and death sustained to themselves, or their property that they may have against the aforementioned released party due to such conditions. By this waiver, the guest and accompanying occupants assume any risk and take full responsibility and waive any claims of personal injury, death or damage to personal property associated with the rental unit or building installations or amenities including, but not limited to man-made hazards associated with the property such as slippery shower basins, floors, staircases, balconies, porches, swimming pool and decks whether or not attributable to personal neglects or fault. Guest acknowledges that BW Miami and the owner of the unit, including their agents, staff, employees, successors and assigns make no claims or representations about the fitness for use of the property and make no warranties, either expressed or implied, as to the safety of the premises and building installations, and that guests are using said property at their own risk. Further, it is specifically stated that the property has not been child proofed and that children must be supervised at all times to prevent injury and harm. The provision of this waiver and release will continue in full force and effect even after the termination of the rental of the premises.

