

SUMMIT EXUMA

VACATION RENTAL AGREEMENT

This rental agreement is entered into by and between the www.summitexuma.com renter(s), hereinafter referred to as "RENTER(S)," and Summit Exuma / Steve Harrington, hereinafter referred to as "OWNER." This agreement constitutes a contract between the RENTER(S) and OWNER. Please read this Vacation Rental Lease Agreement thoroughly. **Any money received by OWNER for occupancy of the Summit Exuma vacation property indicates acceptance of the terms and conditions of this Vacation Rental Lease Agreement.** It is the responsibility of the RENTER(S) to be familiar with all policies within this agreement. This occupancy will be in the form of a vacation rental only and does not constitute a permanent or primary residence or other tenancy.

RENTAL PROPERTY PHYSICAL ADDRESS: Summit Exuma, Queen's Hwy, Exuma, The Bahamas

TERM OF LEASE: The lease begins at 4:00 p.m. EST on the www.summitexuma.com listing check-in date and ends at 10:00 a.m. EST on the www.summitexuma.com listing check-out date.

MAXIMUM OCCUPANCY: The maximum number of overnight guests for this property is limited to twenty (20) people. If RENTER exceeds the maximum occupancy or misrepresents the number of guests, a charge of \$150 per guest, per night will be charged. Alternatively, RENTER(S) and their guests are subject to immediate removal and forfeiture of their security deposit and rental payment.

SMOKING: This is a NON-SMOKING property. Smoking is not allowed inside the Summit Exuma house. Any RENTER or renter's guest not adhering to the No Smoking Policy will forfeit their security deposit.

PETS: Pets are not permitted. Guests not adhering to the No Pet Policy will forfeit their security deposit.

SECURITY DEPOSIT: The security deposit will be refunded within seven (7) days of the check-out date provided:

- a) No damage is done to the property or its contents, beyond normal wear and tear.
- b) No charges are incurred due to contraband, pets, smoking, or collection of rent or services rendered during the stay.
- c) No excessive cleaning is required. All debris, rubbish, and discards are placed in garbage bins.
- d) No excessive utility charges are incurred.

- e) No linens or towels are lost, stolen, or damaged.
- f) The RENTER (or any of the RENTER'S visitors) is not evicted by the OWNER (or a representative of the OWNER) or by local law enforcement.

RENTAL CHARGES

| | |
|---------------------------|------------------------------------|
| Rental Rate per Schedule | Per summitexuma.com listing |
| Cleaning Fee | \$600 |
| 10% VAT | Per summitexuma.com listing |
| Refundable Damage Deposit | \$1,000 |
| Total Rental Cost | Per summitexuma.com listing |

PAYMENT: A 50% deposit is due upon booking. The balance is due 90 days before check-in.

CANCELLATIONS: A sixty (60) day notice in writing is required for cancellation. Cancellations within the 60-day window are non-refundable. The security deposit, cleaning charges, and VAT are fully refundable. Bookings are non-refundable during holiday seasons.

ADDITIONAL CHARGES: RENTER will be charged additional fees for the following:

- Any damage to Summit House or its contents exceeding the security deposit.
- Excessive electricity or water usage.

GUESTS / PARTIES: RENTER must supervise their guest(s) while on Summit House property. In no event may the maximum occupancy (as listed in this agreement) be exceeded without written consent.

MAINTENANCE: It is expected that major systems in and around the house will break down from time to time, such as air conditioning, washer, dryer, refrigerator, etc. The property manager will attempt to repair the problem as soon as possible upon notice by the RENTER. OWNER assumes no liability to RENTER if such should occur, as all products have a useful life and break down occasionally.

ILLEGAL DRUGS: No illegal drugs are allowed on the property. RENTER understands that possession or use of any such substance is grounds for immediate eviction and forfeiture of payment. RENTER further waives any rights to recourse against the OWNER for enforcing this clause.

RENTER RESPONSIBILITIES: All occupants are required to perform normal household duties that include, but are not limited to:

- Garbage removal.

- Cleaning of used dishes.
- Notification to the property manager of any damages or problems with the property.
- Locking of all doors when RENTER leaves the house.

REPAIRS: The OWNER must be notified immediately if you discover any item that needs repair or replacement.

POOL HEATING: The pool is equipped with a heat pump and is maintained year-round with a target temperature of 85°F. However, pool temperature cannot be guaranteed. The actual water temperature is dependent on outdoor air temperature, rain, wind, humidity, cloud cover, nighttime heat loss, and the frequency of spa use. During periods of cooler (December–February) or windy weather, the heat pump may be unable to maintain the target temperature even while operating continuously.

The pool heater will be turned off during rare extreme cold conditions when there is no chance the pool will heat to a swimmable temperature; however, the hot tub can always be heated under any weather conditions. By using the pool and hot tub, guests acknowledge and accept that pool temperature may vary and may fall below the target range at times. No refunds, rate adjustments, or compensation will be issued for variations in pool or hot tub temperature resulting from environmental conditions, system limitations, equipment failure, or guest use of the spa. If a heating fee is charged, it will be refunded if the pool cannot be heated due to environmental conditions or system limitations.

HOLD HARMLESS AND INDEMNITY: OWNER of the rental property shall not be liable for any damages and/or injury to RENTER and/or their guest(s), or their personal property, due to RENTER'S acts, actions, or neglect. RENTER agrees to hold OWNER harmless against any claim for damage and/or injury due to RENTER'S act or neglect or their guests' act or neglect.

WEATHER / ACTS OF GOD: OWNER is not responsible for any weather conditions or acts of God or nature that happen during RENTER'S stay on the premises.

UNFORESEEN CONDITIONS: If any unforeseen conditions or problems with Summit Exuma arise before or during the RENTER'S stay, OWNER reserves the right to either pro-rate or refund RENTER'S payment. Such unforeseen conditions include, but are not limited to, hurricanes, storms, vandalism, flood, etc. OWNER assumes no responsibility for such unforeseen conditions.

ACCESS: RENTER agrees to allow access to the house and property to OWNER and his agents upon 24 hours' notice. Agents include, but are not limited to, property managers, plumbers, electricians, rental companies, pest inspection, etc. OWNER reserves the right to inspect the premises and interior upon 24 hours'

notice to RENTER. RENTER agrees not to deny access. If RENTER refuses to allow access to OWNER or any agent designated by OWNER, the OWNER reserves the right to terminate the RENTER'S vacation rental, and RENTER will immediately vacate the premises upon demand by OWNER and will forfeit the rental payment.

SAFETY: RENTER acknowledges and agrees that they are responsible for the safety of themselves, their guests, and their children concerning the pool, stairs, balconies, deck areas, and the premises. RENTER acknowledges and agrees to hold OWNER harmless from any injuries to them or their guests. It is understood that there is no lifeguard and that supervision is their responsibility.

KEYS: Access to the property is provided by a keypad.

LAWS: Any dispute under this agreement shall be venued in Broward County, Florida.

LIABILITY: RENTER may be responsible and liable to OWNER for damages over the security deposit for any damage or loss caused by RENTER or their guests.

WRITTEN EXCEPTIONS: Any exceptions to the above-mentioned policies must be approved in writing in advance.

BREACH OF AGREEMENT: Failure to comply with any of the foregoing clauses and overall rules established by OWNER will subject you to immediate removal from Summit House and forfeiture of all rental payments and security deposits. If RENTER fails to vacate the premises at the end of the rental period prescribed in this agreement, RENTER shall be charged and liable to OWNER for \$3,000 per day for every day past the date and time specified in this agreement.

SURVIVAL: If any clause or term in this lease is contrary to law, the remainder of the lease shall remain in full force.

CERTIFICATION: I or we, the RENTER(S), hereby certify and consent that I/we have read the entire Rental Agreement and conditions; we agree to the terms and will comply with them during the rental period.

RENTER INFORMATION

Please email info@summitexuma.com or attach a picture of your driver's license or passport.

Name: _____

Address: _____

E-mail Address: _____

Home Phone: _____

Cell Phone: _____

PERSON TO CONTACT IN CASE OF EMERGENCY

Name: _____

Phone: _____

Email: _____

SUMMIT EXUMA PAYMENT METHODS

WIRE

Bank Name & Address: Wells Fargo Bank, N.A., 420 Montgomery St., San Francisco, CA 94104

ABA #: 121 000 248

Beneficiary Account #: 162 663 1442

Beneficiary Account Name: Summit Exuma, LLC

Beneficiary Address: 10238 Laurel Road, Davie, FL 33328

Beneficiary Phone: +1 954.298.4643

PAYPAL

Jillsue@bellsouth.net (Friends and Family)

VENMO

Jillsue1969 (last 4 digits of phone number: 4277)

ZELLE

954-298-4643

APPLE CASH

954-290-4277

CREDIT CARD

4% processing fee — a payment link will be sent to you.

BILL PAY / PERSONAL CHECK

Summit Exuma, LLC

10238 Laurel Road

Davie, FL 33328