

VACATION RENTAL AGREEMENT – Icon Brickell

This document details the obligations of guests/tenants regarding the vacation rental condos located at the Icon Brickell, 485 Brickell Avenue, Miami FLORIDA 33131 and managed by FN Miami Properties LLC, d.b.a. Miami Vacation Rentals (M.V.R.) and constitutes a binding document in the Miami- Dade County, Florida. Please read carefully.

TERMS & CONDITIONS

ARRIVAL AND DEPARTURE TIMES - Check-in time is after 3 pm and check-out is at 11 am at the latest, local time. Should you need some flexibility, Landlord will try to accommodate it, if it has been communicated in advance.

LATE ARRIVAL FEES: In the case Guests after 9 pm a Late Arrival Fee of \$40 will be charged.

PAYMENT – The total amount for your stay, including room, taxes, cleaning, deposit, resort fees and any other charges, is due before arrival. You can pay with most credit cards (Visa, MasterCard, Discover, American Express) or ACH. Parking and special services (Pack & Play, highchairs, rolling beds) are to be paid upon arrival. PLEASE NOTE that the original credit card with which the reservation was made should be shown upon arrival. Should it not be possible, the full amount will be charged to a new card under the name of the main guest who made the reservation, and the previous payment or payments in the original card will be reimbursed as soon as possible.

CANCELLATIONS – Standard cancellation policy (applies to stays under 28 nights): Reservations can be cancelled up to 14 days before arrival (or whatever is indicated on your booking website), with just a 3.5% charge for administration fees. After that date, the total amount of this contract will be charged. There shall be no refunds of rents because of shortened stays due to weather conditions, family emergencies or any other commitments. The same applies to monthly renters who wish to make a change that results in a shortened stay.

Long-term stay cancellation policy (applies to stays 28 nights or longer): Full refund if cancelled within 48 hours of booking and at least 28 days before check-in. After that, the first 30 days of the stay are non-refundable.

BUILDING REGULATIONS – The building's rules are established to ensure enjoyment and safety of all residents and are strictly enforced. It is not uncommon that the Grievance Committee sanctions condo owners with fines of \$100 or higher, in which case guests would be responsible for payment, which would be deducted from any deposits.

The most frequent fines are for: **TRASH** (*"Garbage bags should be tossed into the trash chute and no bags should be left on the floor. Boxes and bottles must be taken to the Ground Level"*). Also, for **Noise**, **Dress Code**, **Smoke** (*"Please refrain from smoking indoors, tobacco or marijuana"*), **Balcony** (*"No noise...no items should be thrown off the balcony... nothing should be hung on balcony railing"*).

Please, note that most likely the Front Desk will ask you to accept the above rules upon arrival. They will take a picture of you. All the above is for your security and convenience.

Should a guest/party be forced to abandon the unit by security, no compensation/refund can be claimed. Proper behavior is requested all times.

DAMAGE DEPOSIT – A Credit Card Authorization is required to book an apartment. You agree and expressly authorize that M.V.R. may charge your credit card to pay for cancellation penalties, early check-in fees, late arrival fees, replacement and/or damage and loss fees as set forth in these Terms & Conditions, if any. In the infrequent case of damages to the property or stolen goods, it would be charged. In the case of missing goods, you approve a charge of 150% of their value. Any damages or issues with a unit should be communicated to the Landlord upon arrival or no later than noon of the next day.

FOBS, KEYS, AMENITIES CARDS, PARKING MAGNETIC CARD – In the case of damage or loss, a fee of \$100 for each GUEST or PARKING MAGNETIC CARD will be charged. For coded keys plus FOB, a fee of \$250 will be charged. (Note: FOBS are required for elevators and to have access to the pool and other areas). In the case of amenities cards, please be aware that they are not room keys and there is a cost to replace them. Only clients renting a parking space from us get a parking magnetic card).

MAXIMUM OCCUPANCY AND MINIMUM AGE – The maximum number of guests allowed is three persons in studios, four persons in one-bedroom apartments and five in two-bedroom ones. At no times will additional guests be allowed. Minimum age requirement for reservations is 23 years.

FALSIFIED RESERVATIONS – Reservation obtained under false pretense (e.g. number of guests or pets) will be subject to complete forfeiture of all payments or deposits and the party will not be permitted to check in. Excessive occupancy, or occupancy with undeclared number of persons or pets voids this agreement with no refunds.

SUBLETTING - Subletting or leasing to another person the apartment that has already been leased to you, is illegal and sublessees or tenants can be evicted at any time. Sublessors will be reported at all times to booking websites. Any exceptions (such as a family member) must be communicated and accepted in written.

RATE CHANGES – Rates subject to change without notice, but not after full payment has been made.

PARKING – Valet parking fees will be waived for stays of 30 days or longer, but guest will have to pay a \$100 fee to register the car at the building office located on the lobby floor. Please note that M.V.R. is NOT responsible nor liable for this service but will be pleased to give indications to guest, who must go in person to the building office, pay \$100 in cashier's check or money order, show rental agreement or car title (both under her/his name) and driver license. Guest should be aware that the building office closes at 4:00 PM on Friday and opens at 10:00 AM on Monday on regular weeks.

For stays shorter than 30 days, guests have two alternatives. On one hand, they can pay directly to Park 1, at the entrance of the lobby. Alternatively, they can pay upon their arrival to M.V.R. for a parking spot less than 200 yards away, at a lower cost. Spaces are limited, reservations are encouraged. M.V.R. does not guarantee availability or rates.

Should you opt for self-parking with M.V.R., you agree to the following, *"I acknowledge that I will park my own, or rented, vehicle at the designated lot, and agree to release, waive, discharge, and covenant not to sue M.V.R. on account of injury to my property, whether caused by negligence or otherwise, and I agree to indemnify and save and hold harmless Park Offerors (the parking owner or manager) from any loss, liability, theft, damage or cost that I may incur due to parking my vehicle on the premises. I realize that the lot is not locked, secured or guarded and will be monitored only sporadically, and I expressly agree that this clause is intended to be as broad and inclusive as Florida law allows and that, if any portion is held invalid, the balance shall continue in full legal force and effect"*.

INCLUSIVE FEES – Please note that rates include a one-time linen & towel setup. Tenants can obtain extra sets of linen and/or towels at an additional fee.

TOILETRIES AND OTHER AMENITIES – Landlord will make his best efforts to provide initial supply of body wash, shampoo, conditioner, and hand soap as well as coffee, sugar, cream, dishwasher tablets, liquid dishwasher, washer tablets, kitchen towels, toilet paper, water bottles, garbage bags. Those items are not guaranteed and are intended as initial supply to only last the first 24 to 48 hours of each stay.

EMERGENCIES – In the case of emergencies happening after office hours (9 am to 6 pm), we will make our best effort to solve the issue but at times it simply may not be possible. All other issues will be received during office hours.

PETS - Are not permitted, not even emotional support dogs. Rules for vacation rentals differ from long-term ones.

NO DAILY HOUSEKEEPING SERVICE – While linen and bath towels are included in the unit, daily maid service is not included in the rental, but it is available Monday to Saturday at an additional hourly rate.

LOCK-OUT – In the case of being locked-out due to no fault of the Landlord, we will try to solve it as soon as possible. If it happens between outside office hours, \$100 will have to be paid by guests.

SMOKING AND PARTIES – Smoking in the unit is prohibited. In the case of smoking or parties in the unit, a penalty of \$500 will be applied.

CLEANING – Guests are expected to leave the apartment in decent condition. Cleaning of dishes is NOT included in the final cleaning service. Trash should be disposed of by guests. There is a Trash Chute in every floor, just by apartment xx01. Please place trash in plastic bags. In those infrequent cases in which the apartment is returned in an extremely unclean condition an extra cleaning fee of \$150 to \$500 will be charged.

TOILET – Units' toilets are effective, but they will clog up if improper material is flushed. In this case, you could be charged damages of up to one hundred and fifty dollars (\$150) for plumbing issues caused.

AIR CONDITIONING, TV, WI-FI, APPLIANCES – Their functioning is not guaranteed. While repairs will be made as soon as possible, no refund of rents shall be given for malfunctioning, lack of signal or content, or personal preferences regarding cable TV service, disruption of internet services or lack of A/C or any other appliance.

SPA, SWIMMING POOL – Please, note that the Assn will only give access to registered guests. By presenting your AMENITIES CARD you will obtain one or two pool towels, or one spa towel. Your AMENITIES CARD will be returned to you upon returning the towels (IMPORTANT: please, verify that the right card is returned to you, or the \$100 lost card fee will be charged). Tenants agree not to take towels or linens from the unit. When using the hot tub, remember there are certain health risks associated with its use. The Landlord is not responsible if for any reason the Condominium is not able to provide you with a towel, or if the pool or any other amenities are closed for maintenance, renovation, or other purposes.

The tenant understands that the swimming pool and/or hot tub is strictly an amenity and that the use of this amenity is not guaranteed under the terms of this Agreement. Any interruption, non-availability or special regulations enacted by the Master Association will not violate any terms of the agreement.

PARCELS DELIVERED DURING STAY – Guests can receive one parcel for free during their stay. Please advise Landlord if you intend to do it. For each extra parcel, a fee will be charged. Guest exonerates Landlord from loss or damage to parcels. Any package not claimed after guests' departure will be returned to sender.

WRITTEN EXCEPTIONS/WAIVERS – Any exceptions to the above-mentioned policies must be approved in writing in advance. M.V.R. does not waive any rights it has under this Agreement or applicable law unless such are expressly set forth in writing.

DAMAGES - The Tenants and Tenants' Guests shall hereby indemnify and hold harmless the Landlord and M.V.R. against any and all claims of personal injury or property damage, loss, theft or vandalism arising from use of the premises regardless of the nature of the accident, injury or loss. Tenant expressly recognizes that any insurance for property damage or loss which the Landlord may maintain on the property does not cover the personal property of Tenants, and that Tenants should purchase their own insurance for Tenants and Guests if such coverage is desired. M.V.R. reserves the right to prosecute authors of damages or losses to the condo or the building.

ENTIRE AGREEMENT - This Agreement constitutes the entire agreement of the parties and supersedes all prior or contemporaneous oral or written agreements concerning this subject matter. If any term of this Agreement is deemed

unenforceable by a Court of competent jurisdiction, such term shall be stricken and will not provide grounds to invalidate the rest of this Agreement.

FORUM/CHOICE OF LAW. The terms and provisions of this Agreement shall be governed by the laws of the State of Florida. Tenant irrevocably and unconditionally (i) agrees that any suit, action or other, legal proceeding arising out of or relating to this Agreement shall be brought in a court of record of the State of Florida, in Miami-Dade County.; (ii) consent to the jurisdiction of such court in any such suit, action or proceeding; and (iii) waive any objection which it may have to the laying of venue of any such suit, action or proceeding in any such court.

SERVICE OF PROCESS. Tenant, by accepting the privilege extended by the laws of the State of Florida to nonresidents of this state and engaging in this transaction governed by the laws of this state, designates the Secretary of State of the State of Florida as his or her agent for the service of process in any civil action begun in the courts of this State against such Tenant or Guest, arising out of or by reason of any lawsuit to enforce the terms hereunder. Tenant retains all right to contest jurisdiction of any court except for objections based on a defect in the summons or in the service thereof. Tenant agrees that this agreement provides M.V.R. with a limited power of attorney to execute a waiver of service of process form on behalf of Tenant.

ATTORNEYS' FEES AND COSTS. In the event of any dispute, controversy or claim arising out of, relating to, or in connection with this Agreement (including claims related to credit card chargebacks), any amendment thereto, or the breach, default, claim, or misrepresentation arising thereof, whether or not a lawsuit or other proceeding is filed, and if the Landlord or M.V.R. is the prevailing party, the Landlord/M.V.R. shall be entitled to recover its reasonable attorneys' fees and costs, whether incurred before suit, during suit, or at the appellate level. In such an event, the Landlord/M.V.R. shall also be entitled to recover any reasonable attorneys' fees and costs incurred in litigating the entitlement to attorneys' fees and costs, and in determining or quantifying the attorneys' fees and costs due to it. Guest hereby expressly waives all rights it has under Section 57.105(7), Florida Statutes, to prevailing party attorney's fees.

CREDIT CARD CHARGEBACK FEES. In the event it is determined guest wrongfully files a claim for a chargeback with the credit card company used to make payment, in addition to the payment of attorney's fees and costs set forth herein, guest agrees to pay all expenses and costs incurred by M.V.R. to recover such funds, and to an additional liquidated damages of \$2,500.00, due to the harm caused to M.V.R. as a result of such wrongful claim.

RECOVERABLE COSTS. The reasonable costs that M.V.R. shall be entitled to recover under this Sublease Agreement shall include any costs that are taxable under any applicable statute, rule, or guideline, and costs not taxable thereunder, including but not limited to:

(a) costs of investigation; (b) travel expenses, whether for investigation, depositions, hearings, trial, or any other purpose; (c) information technology support charges; (d) any and all consultant or expert witness fees, whether or not such fees are incurred in connection with a court-ordered report or testimony at a deposition, hearing, or trial; (e) court reporter and transcript fees, whether for deposition, trial, or an evidentiary or non-evidentiary hearing; (f) mediator fees; and (g) any other reasonable cost incurred by the prevailing party in connection with the dispute.

The guest accepts that **payment of reservation implies acceptance of all terms** and conditions in this contract.

NAME: ###VRA_CUSTOMER_NAME###

SIGNATURE:



DATE: ###VRA_DATE###