

Kathy Nesbit Vacations, Inc.

7205 Estero Blvd. Suite 707
Fort Myers Beach, FL 33931
239-463-4253
rentals@knvinc.com

[[TodayShort]]

Hi [[pc_first%%Tenant First Name]]!

Thanks for your reservation. The Kathy Nesbit Vacations Team is thrilled to be hosting you at [[pr_name%%Prop: Name]]. We appreciate your selection of these accommodations, and we will do everything possible to make your vacation an enjoyable experience.

Here are the details of your reservation and the Terms and Conditions of your Rental Agreement. **Please sign and return to us, along with a copy of your Driver's License or Passport Photo ID.**

Folio Number : [[l_leaseid%%Folio: Folio #]]

Booking Date: [[l_leasedateshort%%Folio: Contractdate]]

Arrival Date : [[l_strdateinshort%%Folio: Arrival Date]]

Departure Date : [[l_strdateoutshort%%Folio: Dep. Date]]

Property : [[pr_name%%Prop: Name]], [[pr_street%%Prop: Street]]

Max Occ: [[a53%%Property: Sleep Cap]]

[[A_tenant_invoices%%Pmt: All Tenant Invoices & Payments]]

Balance Due: \$[[y_totalbalance%%Pmt: Total balance\$]]

PAYMENT TERMS:

A DEPOSIT is required to hold each reservation. Deposit amounts will be applied to the rent owed.

FINAL PAYMENT IS DUE 60 DAYS IN ADVANCE OF ARRIVAL ON ALL RENTALS. RENTALS OF 28 DAYS OR MORE ARE TO PAY 25% OF RENTAL AMOUNT 90 DAYS PRIOR TO ARRIVAL AND FINAL BALANCE 60 DAYS PRIOR TO

ARRIVAL. We accept cash, personal checks, traveler's checks or cashier's checks for payment. Credit cards are only accepted for the initial deposit. Additional payments using a credit card will have a 3.5% convenience fee added. For questions regarding your deposit or payments required, please email us at rentals@knvinc.com or call during office hours **239-463-4253**.

CHECK-IN / CHECK-OUT PROCEDURE:

Our office hours are 9:00 AM - 5:00 PM Monday through Friday and most Saturdays. **When arriving after hours or on weekends, your keys will be in an envelope in our BLUE lockbox which is located on the wall outside our office (7205 Estero Blvd.) between the doors. The COMBINATION is 7700A. After entering, turn knob clockwise to open. To relock, turn knob counterclockwise. Please make sure the lockbox is locked.** Keys are to be returned to the office on departure. There is a KEY DROP just to the right of our front door. In case of an emergency after hours only, you can reach us by texting or calling and leaving a message: 239-470-7227 (**BETWEEN 5:00 PM and MIDNIGHT ONLY**). We will reply as soon as possible.

CHECK-IN TIME 3:00 PM

CHECK-OUT TIME 10:00 AM

PLEASE NOTE: We must have a valid Visa, Master Card or Discover on file for you AND a copy of your Driver's License or Passport Photo ID AND your signed CODE OF CONDUCT in order for you to check in. Please call our office to make sure we have this information. You will be receiving a Code of Conduct Form to sign under a separate email and a Welcome Letter from us close to your arrival date to instruct you on how to pick up your keys to your vacation rental home.

TERMS AND CONDITIONS OF RENTAL AGREEMENT

GUESTS/MAXIMUM OCCUPANCY:

Two Renters must be at least 28 years of age and must occupy the property for the entirety of the reservation. Students unaccompanied by parents will not be permitted to register. Any reservations obtained under false pretense will be subject to forfeiture of all amounts prepaid and the party will NOT be permitted to register or occupy any unit in Kathy Nesbit Vacations, Inc. Property Management Program. The Maximum occupancy limit, indicated on this confirmation has been set by the owner and/or condominium association. Any more than this is not allowed and Renter and all members of Renter's party will be subject to immediate eviction with a loss of all monies paid. If you exceed this limit at any time, we will try to help you find additional accommodations for those in the party exceeding this limit.

CANCELLATION POLICY:

If You Booked Through www.knvinc.com or the Kathy Nesbit Vacations Office: An Administrative Charge of \$115 will be applied against any confirmed reservation that is cancelled by guest. If a written notice of cancellation is received more than 90 days prior to scheduled arrival date, the balance paid less the \$115 will be refunded. If cancelled 90 days or less prior to arrival and accommodations are re-rented for the entire rental period, all except \$115.00 will be refunded. If cancelled 90 days or less prior to arrival and the accommodations are **not re-rented** for the specific reservation dates, the entire balance of the reservation amount paid will be forfeited and **will result in 100% loss of all monies paid**. You may avoid any loss with the purchase of CSA Travel Protection Insurance or other third party protection plans that specifically cover travel loss issues.

If You Booked Through www.vrbo.com or www.homeaway.com: If a written notice of cancellation is received more than 60 days prior to scheduled arrival date, the balance paid will be refunded. Service Charge will be refunded by VRBO or HomeAway, not Kathy Nesbit Vacations. If cancelled 60 days or less prior to arrival and accommodations are re-rented for the entire rental period, all except \$115.00 will be refunded. If cancelled 60 days or less prior to arrival and the accommodations are **not re-rented** for the specific reservation dates, the entire balance of the reservation amount paid will be forfeited and **will result in 100% loss of all monies paid**. You may avoid any loss with the purchase of CSA Travel Protection Insurance or other third party protection plans that specifically cover travel loss issues.

SUBSTITUTIONS:

Kathy Nesbit Vacations, Inc. reserves the right to substitute comparable accommodations, should your confirmed unit become unavailable due to unforeseen circumstances. However, agent cannot guarantee the rental rate. Renter reserves the right to accept or refuse the substitution accommodations and rental rate within 15 days after notification.

FEES/DAMAGE CHARGES:

There is are Non-Refundable Cleaning Fees and a Non-Refundable Reservation Fee. If Renter's reservation was made online, there will be a Non-Refundable Online Booking Service Charge.

The Renter agrees to be responsible for any damage caused by the Renter, any member of the Renter's party or visitors. This includes, but is not limited to, damage caused by negligence or misuse of property or theft, unauthorized entry into the owner's supply closet, unauthorized pets, damage caused by any pet or animal brought onto the premises whether or not the property is a "pet friendly" property, damage requiring extensive cleaning, damage caused by smoking, or damage caused fines imposed by exceeding maximum occupancy limits or any fines or costs levied against the Renter as a result of violation of any law, ordinance, rule or regulation.

After departure of the premises, if damage is found and/or items are found to be missing, Renter assumes full responsibility and costs will be charged to Renter's credit card on file. Kathy Nesbit Vacations, Inc. requires a valid Visa or Master Card on file for the Renter.

In addition, some reservations will require a Refundable Security Deposit, which amount will be retained to cover any damage caused by Renter, any member of the Renter's party or visitors. If upon inspection, there is no damage, the Security Deposit will be refunded, usually within 10 days of departure. Please note: taxes are applied to all fees.

MISCELLANEOUS CHARGES:

KEYS:

A minimum charge of \$50.00 will be charged for each front door key lost or not returned to Kathy Nesbit Vacations, Inc. upon departure. The charge for a pool or lobby key lost or not returned is \$75.00 each.

LOCKOUTS:

A \$50.00 fee will be charged to any Renter for lockouts occurring before or after business hours (Business Hours are 9AM-5PM, Monday through Saturday).

LATE CHECKOUTS:

There will be a charge of one extra day for anyone checking out after 10:00 a.m. unless a later check out time has been approved in writing by Kathy Nesbit Vacations, Inc.

NFS CHECKS:

For any checks returned to us due to insufficient funds, there will be a charge for the applicable bank fees plus a \$25.00 handling fee. Fees will be charged to your credit card.

TELEPHONE CALLS/TV CABLE/MOVIE CHANNEL/ON DEMAND CHARGES:

Renter must bring their own cell phone. Local telephone service is provided in some units, but not all units. Please make arrangements for long distance calls before arrival. Reverse charges or bring your calling credit card with you. If long distance calls are put on property phone bills, there will be an additional \$10.00 charge per bill. Renter will be responsible for any charges for TV cable/satellite movies or channels ordered without permission from Kathy Nesbit Vacations, Inc. and the owner of the property, and Renter's credit card on file will be charged upon discovery of the unauthorized orders.

HOUSE RULES AND REGULATIONS:

NO PETS ALLOWED unless prior written authorization by owner is secured in pet allowed unit **ONLY**. If a pet has been brought onto a property where no pets are allowed, Renter's credit card on file will be charged for additional deep cleaning required for the removal of pet stains, pet hair, pet dandruff, etc, usually \$250, **PLUS** a \$150 per day fine for each day the pet was in the rental property. In addition, Renter is subject to immediate eviction and loss of all monies paid for violation of House Rules that clearly state **NO PETS ALLOWED**.

NO SMOKING ALLOWED in any property or on any balcony or lanai. If there is evidence of smoking anywhere on the property, Renter's credit card on file will be charged for additional cleaning required for smoke removal **AND** a \$250 penalty fee.

NO EVENTS ALLOWED AT ANY TIME IN ANY RENTAL PROPERTY. STUDENT GROUPS, PARTIES, WEDDINGS ARE NOT PERMITTED:

Those under the age of 28 unaccompanied by a parent will not be permitted to register. Any reservations obtained under false pretense will be subject to forfeiture of all amounts prepaid and the party will not be permitted to register or occupy any unit in Kathy Nesbit Vacations, Inc. Property Management Program.

Our owners are happy to share their Florida home with you and trust you will respect it. Maximum occupancy, as shown on our website for each property, and rules of conduct are strictly enforced. Renter may not assign or transfer their reservation.

Each Condominium has rules and these **MUST** be followed. Remember condominiums are **NOT**

motels. There are managers at some of these properties with whom you are required to register upon arrival. Any complaints please come to our rental office and not the managers. You will be staying in someone else's home. Please treat it with care.

PARKING RESTRICTIONS / TENNIS COURTS / SWIMMING POOLS:

The parking areas in the individual sites are for automobiles only. Motor Homes, Travel Trailers, etc., are not permitted. Allocation of court times and rules are administered by the individual sites. The pools are heated and temperature settings are controlled by the individual associations. Kathy Nesbit Vacations, Inc. cannot guarantee the pool will be heated during your stay. It is possible that when necessary, the condominium association temporarily closes tennis courts, pools or other recreational facilities during your stay.

ASSOCIATION APPROVAL, RULES AND REGULATIONS:

Each Condominium has rules and these MUST be followed. Remember condominiums are NOT motels. There are managers at some of these properties with whom you are required to register with. ALL complaints should be directed to our rental office and not the managers. If a Renter or any member of the party violates any of our rules or condominium rules, agent may terminate your rental agreement and enter the premises by force or by statutory proceedings.

TOWN OF FORT MYERS BEACH - GUEST'S CODE OF CONDUCT

In accordance with Sec. 34-2393, Ordinance 18-01 for short-term rentals, all guests staying on the island of Fort Myers Beach must abide by the Town's Code of Conduct. Guests will be subject to fines of up to \$500 per incident/occurrence per day plus the cost of any related corrective action paid by the Town along with any applicable administrative fees for violations of the Code of Conduct.

PROPERTY MANAGEMENT RIGHTS:

Kathy Nesbit Vacations, Inc. cannot be held responsible for acts of violations and theft or other damages to guest property.

Kathy Nesbit Vacations, Inc. has the right to re-enter premises for the purpose of effecting necessary repairs and/or maintenance.

FURNISHINGS IN UNIT:

All of the condominium units and individual homes rented through Kathy Nesbit Vacations, Inc. are individually owned and decorated. Although Kathy Nesbit Vacations, Inc. administers minimum standards required for a unit to participate in our rental program, the style, quality of furnishings, and color schemes of the units vary considerably according to the individual / owner's taste. FURNITURE SHOULD NEVER BE MOVED DURING YOUR STAY. There will be a charge to have furniture moved back to its original location and an additional charge for any damage caused by moving furniture.

LINEN SERVICE:

If you are staying in a property with our linen service, such as Estero Beach & Tennis Club, you may launder the towels and linens yourself or you can exchange your dirty towels and linens for fresh if you bring to our office for a minimal fee.

DEPARTURE INSTRUCTIONS: What To Do When You Leave:

During your stay, you are required to maintain the cleanliness of the unit and keep up with the laundry and dirty dishes. (If you are staying in a property with our linen service, such as Estero Beach & Tennis Club, you can leave your dirty towels and linens. If your property is NOT on the linen program, only leave your last day's dirty linens.) Make sure your trash is taken out. Trash chutes are located in the hallways of each floor for your convenience. Your unit will be inspected upon your departure and you will be charged for any damages, theft and additional cleaning fees if you leave your unit in an unsatisfactory condition.

RADON GAS DISCLOSURE:

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of Radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

TURTLE SEASON (MAY 1st - OCTOBER 31st):

All Gulf front properties must abide by the TURTLE TIME Turtle Season Beachfront rules. SW Florida Beaches are environmentally sensitive areas with a protected population of Sea Turtles who visit each year to lay eggs. To protect the nests and aid future generations of returning Sea Turtles, Lee County has a Sea Turtle Conservation Code, which is strictly enforced. Shut off or shield lights that are visible from the beach. Close drapes or blinds after dark. Do not use flashlights, lanterns or any other non-approved light source on the beach. Fires are not permitted at any time. Do not allow car headlights to shine on beach after 9 PM. Any questions should be directed to Florida Fish and Wildlife at 888-404-FWCC or call Turtle Time at 239-481-5566.

IF FOR ANY REASON, IT BECOMES NECESSARY TO BRING SUIT AT LAW AGAINST RENTER AND/OR GUEST CONCERNING ANY DEFAULT IN THE TERMS OF THIS CONFIRMATION, THEN THE CONFIRMED RENTER AND/OR GUEST SHALL BE LIABLE FOR ALL THE COSTS OF SUCH SUIT, INCLUDING REASONABLE ATTORNEY'S FEES INCURRED.

I, [[pc_first%%Tenant First Name]] [[pc_last%%Tenant Last Name]] , have read and hereby agree to the TERMS AND CONDITIONS OF RENTAL AGREEMENT AS STATED ABOVE. I understand that I am liable for any damages caused by me, any member of my party or my visitors. This includes, but is not limited to, damage caused by negligence or misuse of property or theft, unauthorized entry into the owner's supply closet, unauthorized pets, damage caused by any pet or animal brought onto the premises whether or not the property is a "pet friendly" property, damage requiring extensive cleaning, damage caused by smoking, or damage caused fines imposed by exceeding maximum occupancy limits or any fines or costs levied against me as a result of violation of any law, ordinance, complex rule or regulation or terms and conditions of this Rental Agreement. I understand and agree

that my credit card on file will be charged for any damages upon notification by Kathy Nesbit Vacations, Inc..

DATE:_____

**SIGNATURE OF
GUEST:**_____

PRINTED NAME OF GUEST:_____

GUEST'S EMAIL:_____

GUEST'S MOBILE PHONE #:_____

08.08.20.21 Folio Number : [[!_leaseid%%Folio: Folio #]]