

Summary of General Rental Policies

- A. The property shall not be used by more than the number of adults and children listed in your reservation.
- B. All guests shall abide by MIA Hospitality Group LLC good neighbor policy and shall not engage in illegal activity. Quiet hours are from 10 p.m. to 8 a.m.
- C. Each property has its own pets restriction policies which will be noted in the descriptions.
- D. Renter must be at least 25 years of age (or the specified minimum age required to rent the property, if different). Guests under the minimum age must be accompanied by a parent or legal guardian.
- E. No smoking is permitted anywhere on the premises.
- F. No commercial photography or filming is permitted on the property. Tents or other structures may not be erected. Use of charcoal grills is not allowed.

G. Renter is liable for any damage to the property and agrees to accept charges to the card on file should damage occur during occupancy.

H. Cancellation Policy: Full refund for cancellations made within 24 hours of booking, if the check-in date is at least 7 days away. 50% refund for cancellations made at least 30 days before check-in.

I. Travel Insurance: We recommend that you purchase travel insurance to help protect against financial loss if you must cancel your reservation for a covered reason. MIA Hospitality Group LLC offers a third-party product, Trip Preserver, which is available for most reservations and includes coverage for trip cancellation or interruption due to listed covered reasons, as well as additional benefits including coverage for losses due to trip delay or medical emergencies while traveling. If you elect to purchase Trip Preserver coverage for your reservation, we encourage you to review your insurance policy wording for all eligibility, benefits, terms, and conditions.

VACATION RENTAL AGREEMENT

This Vacation Rental Agreement (“Agreement”) is for rental of the vacation rental property specified in a confirmed reservation (the “Property”). This Agreement is between: (1) MIA Hospitality Group LLC, acting for itself and for the owner of the Property (“Owner”), and (2) the person who is the responsible renter of the Property (collectively “Renter” or “you”).

By booking your rental of the Property with MIA Hospitality Group LLC, you acknowledge that you have read and understand, and agree to be bound by, all terms, conditions, and policies in this Agreement, including any Unit-Specific Terms (collectively, the “Terms”).

Unit-Specific Terms. Certain jurisdictions, resorts, and specific homes require renters to agree to additional terms and conditions (“Unit-Specific Terms”). We will inform you during the reservation process of any Unit-Specific Terms that apply to rental of the Property. If any provision of Unit-Specific Terms differs from the Terms in this Agreement, the provision of the Unit-Specific Terms will control.

Channel Terms. If you are booking through a third-party marketing channel, your booking may be subject to that channel’s own terms and conditions (“Channel Terms”). If any provision of applicable

Channel Terms differs from the Terms in this Agreement, the provision of the Channel Terms will control.

RENTAL POLICIES AND GENERAL TERMS

A. Minimum Age. The “Minimum Age” to rent the Property is the age specified in any Unit-Specific Terms. If no age is specified in the Unit-Specific Terms, the Minimum Age is 25 years of age (or the minimum age required by law in the jurisdiction where the Property is located, if different). You agree to provide us with proof of age upon request. A parent or legal guardian must accompany all guests who are under the Minimum Age for the entire duration of the rental.

B. Responsible Renter. As the Renter, you agree to be an occupant of the Property for the entire duration of the rental. All other occupants will be family members, friends, other responsible adults over the Minimum Age, or accompanied by a parent or legal guardian. You agree to be solely responsible for

your actions and the actions of all family members, guests, and invitees (collectively, "Occupants") present at the Property at any time during your stay, and to ensure that all Occupants understand and comply with the Terms.

C. Good Neighbour Policy. Because the Property is a privately owned home, all Occupants must comply with this good neighbor policy. Please treat the Property with the same care you would use with your own residence and leave it in the same condition it was in when you arrived. To prevent theft of or damage to furnishings or your personal property, you agree to close and lock doors and windows when you are not present at the Property and upon check-out. You and other Occupants agree to conduct yourselves throughout your stay in a manner that is respectful of and not disruptive to neighbors, traffic flow, or the community and that will not prompt complaints to MIA Hospitality Group LLC from police, neighbors, or neighborhood or homeowner associations. Noise audible outside the Property is prohibited between 10 p.m. and 8 a.m. You and other Occupants agree to abide by all applicable parking restrictions and limitations.

D. Maximum Occupancy. The number of people present at the Property may not exceed the maximum posted occupancy unless we have given you advance written permission to hold an event at

the Property, in which case the number of people present at the Property may not exceed the maximum number of people authorized by MIA Hospitality Group LLC.

E. No Smoking. No smoking is permitted at the Property at any time.

F. No Permanent Residence. You agree that your use of the Property is on a temporary and transient basis only; that you may not use the Property as a permanent residence; and that your permanent residence is and will remain elsewhere than at the Property.

G. Animals. No animals or pets of any kind are permitted at the Property except (1) as specifically authorized in your reservation, or (2) *bona fide* service animals that we are required by law to allow. Emotional support animals are not permitted except as authorized pets. You agree that a prohibition on animals is not a guarantee that an animal has not been inside the Property or that the Property is free of animal or pet allergens.

H. Events and Commercial Photography; Structures; Charcoal Grills. Events and commercial photography or filming are prohibited at the Property without our express written permission. (If approved, additional conditions and fees may apply.) No tents or other structures may be erected on the property without our

express written permission. The use of charcoal grills is not permitted.

I. Criminal Activity Prohibited. Use of the Property for any criminal activity is prohibited and may result in fines, prosecution, and/or your immediate removal from the Property. This prohibition extends to use of the Property's internet service, if any, for criminal activity, including but not limited to unlawful downloads of copyrighted material, including movies, music, software, or other material. We may cooperate with any investigation of alleged criminal activity that occurred at the Property during your stay.

J. Payment Terms; Fraud. If you are paying by credit card you represent that you are the account holder or an authorized user of the account. If for any reason, MIA Hospitality Group LLC believes your payment may be refused by the card processor, MIA Hospitality Group LLC may ask you for a different form of payment. Upon MIA Hospitality Group LLC's request, you will immediately provide another form of payment and adequate proof that you are the account holder or an authorized user of the account used for payment (such as a government-issued ID that matches the name on the account). MIA Hospitality Group LLC may cancel your reservation or remove you and all Occupants from the Property immediately if you fail to provide a form of

payment that can be validated by MIA Hospitality Group LLC. We may share your credit card information and other information about you with law enforcement if we suspect fraud.

K. Consequences of Breach; Charges for Damage. Any failure by you or any other Occupants to comply with any of the terms, conditions, or policies above is a breach of this Agreement and may result in a forfeiture of your rights to rent the Property, up to and including immediate removal from the Property without refund and with or without the assistance of law enforcement. MIA Hospitality Group LLC may terminate this Agreement for breach, and if you are notified of such termination you agree to leave the Property immediately. In addition, you are responsible for, and you authorize us to bill your credit card on file for the full amount of: (1) any damage or loss that occurs at the Property during your stay; (2) a charge of up to \$1,000 for violations of the pet policy, including for bringing more pets or different types of pets than specifically authorized; (3) an additional cleaning fee of up to \$500 (or the actual cost of cleaning services, if greater) for violations of any of the guest policies above (other than the pet policy) or for excessive cleaning required by the acts or omissions of any Occupant during your stay; and (4) any fines issued by police, other government officials or agencies, utility providers, and/or homeowner associations for violation of any law,

ordinance, or rule during your stay, and any damages (which may exceed the amount of fines) that result from the violation. If any unauthorized download of copyrighted material via the Property's Internet service occurs during the period of your stay, you agree that we may share your contact information with the internet service provider or any other party we believe, for any reason, has enforcement rights.

ADDITIONAL TERMS AND CONDITIONS

L. Cancellation Policy. No full or partial refunds will be granted for no-shows, arrive after the first night of your reservation, or depart before the last night of your reservation. Except as expressly provided in this Agreement, no refunds or compensation will be given and MIA Hospitality Group LLC shall not be liable to you for failure to make the property available for occupancy if the property is unavailable or becomes partially or wholly unusable for any reason outside MIA Hospitality Group LLC control, including

but not limited to adverse weather conditions, natural disasters, mechanical failures, evacuation orders or other acts of government agencies, or utility outages. MIA Hospitality Group LLC advises guests to obtain appropriate and comprehensive travel insurance that covers Renter and all Occupants and that includes coverage for personal injury, illness or disease, and property damage or loss.

M. Travel Insurance. MIA Hospitality Group LLC advises guests to obtain appropriate and comprehensive travel insurance that covers Renter and all Occupants and that includes coverage for personal injury, illness or disease, and property damage or loss, and to help protect against financial loss if you must cancel your reservation for a covered reason. Trip Preserver coverage is subject to separate eligibility requirements, terms, and conditions. If you elect to purchase Trip Preserver coverage for your reservation, you acknowledge that MIA Hospitality Group LLC will be entitled to 45% of the fee you pay for such coverage. Trip Preserver is not available for rentals outside the United States or for reservations for properties within the United States that are booked by non-U.S. residents.

N. Early Check-In/Late Check-Out. Early check-in or late check-out may be available; additional charges may apply. If you

do not vacate by check-out time (or late check-out time as agreed by MIA Hospitality Group LLC), you authorize us to bill your credit card on file for a late departure fee of up to one night's rental and we may remove all Occupants and their personal property from the Property.

O. Maintenance or Housekeeping Issues; Property Conditions.

The Property is provided as is, and we are not responsible for the interoperability or unavailability of any amenities. You agree to contact MIA Hospitality Group LLC , using the contact information provided in your confirmation email, as soon as you notice any maintenance or housekeeping problem, or any potentially hazardous condition, at the Property, or if any incident occurs at the Property that is related to such a problem or condition. You further agree to give MIA Hospitality Group LLC a reasonable amount of time to respond to your report and to cooperate with MIA Hospitality Group LLC efforts to address the concern or provide a remedy. We will take reasonable and appropriate steps to remedy any reported problem as soon as practicable. We may enter the Property at your invitation to remedy any problem you report, at reasonable times and with reasonable notice to inspect, maintain, or repair the Property, and to address any situation that we reasonably deem an emergency that threatens persons or property. You acknowledge that if the Property has access to

amenities that are shared with other properties, such as a shared pool, hot tub, parking lot, or fitness centre, that the availability and condition of those amenities is outside MIA Hospitality Group LLC control.

P. Choice of Law; Jurisdiction and Venue; Dispute Resolution.

P.1. Choice of Law. Unless otherwise specified in any Unit-Specific Terms or if a different choice of law is required by the law of the jurisdiction in which the Property is located, this Agreement shall be governed by laws of the State of Florida, U.S.A, without regard to its conflict-of-law provisions.

P.2. Dispute Resolution and Arbitration Agreement: United States. If (a) your claim relates in any way to a reservation for or stay at a Property located in the United States, or (b) you bring any other claim against MIA Hospitality Group LLC in the United States (to the extent permitted by this Agreement), then you agree to resolve any dispute arising out of or relating in any way to this Agreement as follows:

P.3. Dispute Resolution: Properties Outside the United States.

If your claim relates in any way to a reservation for or stay at a Property located outside of Europe or the United States, you and MIA Hospitality Group LLC agree to bring any action in the courts

of the country in which the Property is located, or in such other location and forum as you and MIA Hospitality Group LLC may mutually agree.

P.4. Class Action and Jury Trial Waiver. The parties agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration, the parties waive any right to a jury trial.

Q. Acknowledgment & Disclaimer; Limitation of Liability.

Q.1. Acknowledgment & Disclaimer. You acknowledge the Property may have features, amenities, and conditions that are unfamiliar to you and other Occupants you invite to the Property. You further acknowledge that your use of the Property and its amenities may carry inherent risk, including risk of bodily injury, illness or disease, disability, or death. For example, some Properties include natural habitats for wildlife, insects, and pests that may expose you to injury or disease; or docks, stairways, porches, ledges, cliffs, hot tubs, and other unmarked natural or manmade features, amenities, and conditions that carry inherent risk. You agree that, by using the Property or its amenities, you voluntarily and willfully assume those risks and assume full responsibility for the choices you make before, during and after

your use of the Property and its amenities. You also acknowledge and agree that you and any other adult Occupants are solely responsible for closely supervising and protecting the health and safety of any and all Occupants that are minors, throughout the duration of your stay.

Q.2. Disclaimer of Warranties. TO THE MAXIMUM EXTENT PERMITTED BY LAW, VACASA AND OWNER EACH EXPRESSLY DISCLAIM ANY WARRANTIES OF SAFETY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, AND AS TO THE ADEQUACY OF THE DIRECTIONS AND WARNINGS PROVIDED TO YOU.

Q.3. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO CASE SHALL THE OWNER OF THE PROPERTY OR MIA Hospitality Group LLC , NOR THEIR AFFILIATES, NOR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR OWNERS, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY, ILLNESS OR DISEASE, EMOTIONAL DISTRESS, OR DAMAGE TO PROPERTY, ARISING OUT OF OR IN CONNECTION WITH YOUR STAY AT THE PROPERTY. THIS LIMITATION APPLIES

TO ALL CLAIMS FOR DAMAGES WHETHER BASED ON A THEORY OF WARRANTY, CONTRACT, TORT (INCLUDING ORDINARY NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF VACASA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND EVEN IF THE LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

R. Indemnity. You agree to hold harmless and indemnify MIA Hospitality Group LLC and Owner, and their respective affiliates, for and from all claims for property damage, personal injury, illness or disease, or monetary loss resulting from your actions or omissions, and the actions or omissions of other Occupants, during or relating to your stay.

S. Substitution of Property. On rare occasions, due to ownership changes, properties being removed from rental use, or a need for extensive repairs or maintenance, the Property may not be available for rental on the dates of your reservation. In this unlikely event, MIA Hospitality Group LLC reserves the right to substitute a comparable property. If comparable accommodations are not available, you will have the option of (1) selecting from other available properties (in which case you are responsible for, or will receive the benefit of, any difference in cost) or (2)

receiving a complete refund of your reservation payment. In the event of a substitution of rental properties, all Terms in this Agreement, plus any Unit-Specific Terms specific to the substituted property, shall apply to your stay in the substituted property.

T. Assignment. MIA Hospitality Group LLC may assign this Agreement or any of its rights, or delegate any of its duties under this Agreement, at any time without your consent.