

YOUR CREDIT/DEBIT CARD SECURES THE RESERVATION BUT IS NOT AUTOMATICALLY CHARGED.

PAYMENTS MADE WITH A CREDIT/DEBIT CARD ARE SUBJECT TO A 2.3% SURCHARGE. SURCHARGES ARE NON-REFUNDABLE

STAR OF THE SEA ONLY – CREDIT/DEBIT PAYMENTS MAY NOT BE SUBJECT TO A SURCHARGE.

Cancellation Policy: If the *GUEST* cancels, *GUEST* forfeits all monies paid, subject to the following: If *PROPERTY* is re-rented for same dates, *GUEST*'s forfeiture is 15% of the total rental fee plus any difference between original total rental fee and replacement rental fee. Processing Fee & credit card surcharges are non-refundable.

Definitions: Unless the context requires otherwise, the terms used in this Agreement shall have the following meanings: i) "*MANN*" refers to Mann & Sons, Inc. Rental Division; ii) "*GUEST*" refers to the undersigned principal occupant and their invitees residing at *PROPERTY* during the indicated rental period; iii) "*OWNER*" refers to the owner of the subject property; and iv) "*ADW*" refers to the non-refundable Accidental Damage Waiver which covers unintentional damages to the interior of *PROPERTY* that occur during *GUEST*'s occupancy, provided the damages are reported to *MANN* prior to check-out, with a maximum benefit of \$500.

Agency: It is mutually agreed that *MANN* is acting as an agent only and has no liability to *OWNER* or to *GUEST* for the performance of any term or covenant of this Agreement or the physical condition of *PROPERTY*.

Inspection: *GUEST* acknowledges that they have personally inspected *PROPERTY* and accept it in "as is" condition or, if *GUEST* has not inspected *PROPERTY*, they waive the right to withhold rent for any alleged deficiency or otherwise claim that *PROPERTY* has been misrepresented.

Fees: All reservations are subject to the following: a non-refundable processing fee; a non-refundable *ADW* or a refundable Security Deposit as specified in this Agreement's detail of charges; and a city rental tax if *PROPERTY* is located within city limits.

Payment Policy: A deposit equal to 50% of the rental fee plus the processing fee is due within 10 days of making the reservation. Any outstanding balance is due no later than 45 days prior to the arrival date (final payment date) ...the typical amount being the sum of 50% rental fee, the *ADW* or security deposit, plus any applicable rental tax. Visa, MasterCard, Discover and checks are all acceptable forms of payment. In cases of payment by check, all funds shall be made payable to Mann & Sons, Inc. Please notate the reservation number on all checks. Reservations that are not paid in full by the final payment date are subject to cancellation and forfeiture of all advance payments.

Travel Insurance: *GUEST* acknowledges they have been informed that trip cancellation/interruption insurance is available for an additional cost.

Check-In Time: Check-in time begins at 2:00 pm. If arriving late, please notify *MANN* before 5:00 pm on arrival date.

Essentials: *GUEST* must furnish bedding (excluding comforters & pillows), blankets, towels, trash bags, detergents, soaps and household paper products. *Bedding, towels, as well as many other items, are available to rent during your stay with delivery/retrieval directly to/from the rental property. Please contact your rental agent for further details.*

Check-Out Time: Check-out time is no later than 10:00 am. *GUEST* agrees to surrender possession of *PROPERTY* no later than 10:00 am on the date this confirmation terminates.

Cleaning: *GUEST* acknowledges & agrees that *MANN* and their vendors, for the purpose of clean-up or repairs may enter the premises at 10:00 am on the date this confirmation terminates and may remain on the premises until 5:00 pm on the date this confirmation commences.

Responsibilities: Upon check-out, we ask our guests to leave the property in the same general condition as it was found. Departure responsibilities include the following: cleaning & storing all dishes, flatware, pots & pans; disposing of all trash in proper containers; locking all doors and windows; returning keys to the same location *GUEST* received them. Failure to comply with these responsibilities may result in additional charges assessed to the *GUEST* account.

Rental Occupancy & Age Requirements: The Agreement indicates the number of occupants allowed in a property at any one time. *GUEST* agrees to keep the number of people occupying the premises at/or under the maximum persons allowed. The undersigned acknowledges that he or she is at least 21 years of age and will occupy the rental property for the entire term. Any breach of the policies, at *OWNER*'s discretion, could result in termination of this Agreement, including eviction from the property and possible forfeiture of all monies paid.

Damages: Please report any damages upon arrival by calling *MANN*. Also, please report any damage or breakage upon occurrence so the matter can be settled prior to *GUEST*'s departure. Inspection crews carefully check properties and *GUEST* will be held responsible for damage beyond normal wear and tear. Any unintentional damages exceeding the amount paid for security deposit will be charged or billed to *GUEST*. If the *ADW* applies to the reservation, then damages exceeding \$500 shall be charged or billed to *GUEST*. If the excess damages are billed and not paid in full within 30 days, *GUEST* acknowledges that a debt action may be filed in a Delaware Court.

Pet/Smoking Policy: Unless specifically indicated as a pet-friendly property, no pets are permitted except a service animal as defined in the Americans with Disabilities Act. When permitted, an additional pet fee will be collected. **ALL RENTAL PROPERTIES ARE NON-SMOKING.** Violation of either policy could result in termination of this agreement, including eviction from the property and forfeiture of all monies paid. *GUEST* is responsible for any damages and additional cleaning charges.

Agents Right of Entry: In case of emergency, *MANN* may enter the residence at any time and without advance notice.

Indemnification: *GUEST* hereby agrees to indemnify and hold harmless *MANN* for injuries or other losses to *GUEST* and other persons and possessions that may occur in connection with *GUEST*'s use of the property. *GUEST* further agrees that, as agent for *OWNER*, *MANN* has no control over the condition of the property and, furthermore, that *MANN* is not under any obligation to accept for safekeeping any monies, securities, jewelry or other articles of personal property belonging to the *GUEST*, nor is *MANN* or *OWNER* liable for any loss in connection with any such items, or for providing security for the property. *MANN* will cooperate in forwarding any complaint or concern of *GUEST* to *OWNER* but shall not be obligated to correct any condition or hazard associated with the property.

Pools & Hot Tubs: *GUEST* acknowledges that the property may include one or more of the following: hot tub, jacuzzi, sauna or swimming pool; hereafter referred to as "SPA" and that *OWNER* has granted guests the right to use said SPA. *GUEST* agrees to operate and use the space in accordance with the operating and safety instructions provided with the property. *GUEST* acknowledges that they are aware of potential health risks involved in the use of said SPA and agrees to indemnify *OWNER* and *MANN* against all claims, demands, causes of actions, suits or judgments.

Property Rules: *GUEST* hereby acknowledges that they will not be entitled to any refund for any inoperable appliances, to include by way of example only, television, air conditioner, hot tub, or pool. *MANN* agrees that upon notification by *GUEST* of any malfunction, *MANN* shall make a reasonable effort to have such appliance or item promptly repaired. If applicable, this agreement is subject to the approval, rules & regulations of the subject property's Association, of which *OWNER* is a member. *GUEST* agrees to all Association rules & regulations and to pay any fines assessed for violations during *GUEST*'s stay.

Construction: Neither *MANN* nor *OWNER* shall be held liable nor any refunds given for inconveniences or disturbances created by construction in adjacent, nearby or surrounding areas to the property.

Comparable Premises & Force Majeure: Unforeseeable circumstances may arise, which make it impossible or impractical for *MANN* to provide the anticipated accommodations to *GUEST*. Such circumstances may include, but not limited to, scheduling problems, equipment failure, fire or other casualty at the property. In such a circumstance, *MANN* reserves the right to transfer *GUEST* to another rental property of reasonably comparable value, determined at the sole discretion of *MANN*, whose determination shall be final. In other circumstances such as acts of God, terrorism, hurricanes, windstorms, fires or other natural occurrences, circumstances not being exclusive, it may be impossible or impractical for *MANN* to make available reasonable or other alternative accommodations to *GUEST*. In such a circumstance, *MANN* shall return 100% of the payments received from *GUEST*.

TV/Internet: When provided, TV and/or Internet service is a courtesy of the property owner. In the event of failure, repair or replacement/refund is not guaranteed.

Telephone: *If provided*, local phone service is no additional charge. *GUEST* may charge long distance calls to their calling/credit card of choice. Any long-distance charges billed to *OWNER* during *GUEST*'s stay will be collected from *GUEST*.

Rate Change: Rates, descriptions, furnishings and availability are subjected to change WITHOUT NOTICE.

Waiver of Terms: No waiver or any breach of the terms in this agreement shall be permitted.

Online Booking & Information: The property information & images provided online, although deemed accurate, are not guaranteed and may be subject to errors, omissions, change of price, dwelling/content modifications or withdrawal without notice.

Governing Law & Venue: This Agreement shall be governed and enforced according to the laws of the State of Delaware. Any suit brought hereon shall be brought in the state or federal courts sitting in Delaware and the parties hereto agree to the exclusive personal and subject matter jurisdiction of such courts. The prevailing party in any lawsuit to enforce any provisions of this agreement shall be entitled to an award of attorney fees, cost and expenses for mediation, arbitration and trial or appellate proceedings.

Entire Agreement: This Agreement hereto contains the final and entire Agreement between the parties and may not be modified or changed except by written agreement signed by the party against whom enforcement of any waiver, modification, extension, or discharge is sought. *GUEST* cannot assign or transfer this Agreement.