



Destin Beach Realty
Vacation Rentals and Sales

Destin Beach Realty

888-650-8098 or 850-650-0088 07/07/2017

Upon the terms and conditions herein stated, this Rental Agreement ("Agreement") is entered into between Destin Beach Realty ("Destin Beach Realty") and the Renter identified below ("Renter") on the date listed below.

This Agreement takes effect upon booking your reservation and receipt of your Initial Payment.

A signed rental agreement must be returned within 24 hours. Please sign and return all pages via fax to 850-650-2346 or scan & email within 24 hours to reservations@destin-vacation-rental.com. Tentative reservations will be cancelled after 24 hours unless Agreement and Initial Payment are received.

This Agreement acknowledges that you understand and accept the terms and conditions of the rental. The Renter for the purpose of this agreement is both the principal for himself or herself and the agent for all persons using the Property under the terms of this Agreement. It is the duty of the Renter to publish the terms of this Agreement to all persons who will use the rental property rented under the terms of this agreement.

Please make sure you have checked our seasonal schedule and booked accordingly, I. E. Saturday to Saturday during season. We will email you a confirmation of your rental dates for the property upon receipt of your initial payment. No reservation is secure until we have received your signed Agreement.

The Initial Payment is 35% of the base rental fee. It is a down payment towards the total cost of your vacation rental. Written reservation confirmation will be emailed to you upon receipt of this agreement and the initial payment.

The balance of rent, fees, and taxes for all condos (Presently 11% for Okaloosa and Walton Counties) are due 30 days prior to arrival.

The balance of rent, fees, and taxes for all Homes & Townhomes that are 3 bedrooms and/or larger (Presently 11% for Okaloosa and Walton Counties) are due 60 days prior to arrival. You will be liable for any increase in tax rates set by The State of Florida, Okaloosa or Walton County. Rates advertised do not include damage protection, housekeeping, other miscellaneous fees, or taxes.

We have age requirements and are family only rentals. Vacationing students and singles under the age of 25 are not permitted. A parent must be staying in the unit at all times. Our rental units are monitored for violation of this policy. All violators will be evicted and all rental payments and/or deposits will be forfeited. Reservations made under false pretense are null and void and check-in will not be allowed. This policy includes reservations made by parents who do not check in, and/or who leave overnight during the length of the stay. We require one parent or guardian for every two persons under the age of 25. Restrictions may apply regarding the number of people that may accompany an adult guardian or parent. Chaperoned groups are not allowed.

No underage drinking allowed. If Destin Beach Realty is made aware of underage drinking, Renters and their guests will be evicted.

Eviction: No refund of rent, fees, taxes or Security Deposit will be issued under any circumstance of eviction as stated within this agreement.

Damages: An active credit card is required to maintain the reservation and the integrity of the unit. By signing this agreement you waive your right to dispute any charges that are made to your credit card regarding this policy. Those items include: No damage to the property or theft. No violations of rental or association policies. Property is left in a neat and orderly condition. All garbage in the property and pool area has been bagged and disposed of.

Any checks returned for insufficient funds will be

assessed a \$100 processing fee plus sales tax in addition to any charges that you might incur from your financial institution.

Check-In Time is 4:00 PM Central Time or later. We cannot guarantee early check in or 4:00 PM check in times due to our high cleaning standards especially during peak seasons.

Check-Out Time is no later than 10:00 AM. We regret that we can make no exceptions during peak season. To avoid an extra cleaning fee you are required to dispose of all trash, wash all dishes, and leave the property in a neat and orderly manner. You will be required to drop off the keys at the *Destin Beach Realty* Office, 12889 US Highway 98W Ste 101A, Miramar Beach, FL 32550. If our office is closed, please drop all keys in our drop box. Do not give your keys to anyone onsite (including security). Any lost key will result in a re-keying charge of \$25 per key. A \$50 fee will be charged for all lost electronic keys. In the event you are locked out after business hours, call our after- hours emergency number. A lock-out fee of \$75 will be charged to you.

Early Check-In/Late Checkout. Early check-in or late checkout may be available; additional charges will apply. If you do not vacate by checkout time (or late checkout time as agreed by Destin Beach Realty), 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.

Pool wristbands and/or pool cards for Ariel Dunes, Majestic Sun, Mediterranean, Silver Beach Towers, St. Maarten, and Summer Lovin must be returned to our office. There is a \$25 (per band) fee to replace lost wristbands for Summer Lovin and a \$10 fee to replace wristbands/pool cards for all other properties listed above.

Crystal Dunes-Wristbands must be picked up from and returned to security at the property.

Leeward Key-Wristbands must be picked up & returned to our office.

Dunes of Destin (Summer Lovin)-Beach – Wristbands are required for beach access during designated times. Weddings, pets, fires, fireworks, glass, loud music, underage drinking, and funnel drinking are not permitted on the beach. Per county ordinance, please do not walk on the dunes or remove sand from the beach. Since 2005, it has been standard procedure that in order to maintain a safer beachgoers environment for residents and guests that no personal equipment for shading is allowed including, but not limited to, the following items: tents, beach umbrellas, tarps, baby tents, shade screens, clip on umbrellas, or flags. Beach chairs and umbrellas are available to rent March 1 through October 31, weather permitting. Please see our beach attendant located adjacent to the boardwalk for further information. No weddings permitted on the beach or the dune walkover to the beach.

Pool – The community pool hours are 8:00 am until 10:00 pm. The maximum capacity of the pool is eleven people. During the busy season, the maximum number of guests from any one unit is limited to six people. Small children who are not toilet- trained should wear diapers designed for swimming. Children under twelve years of age must be accompanied by an adult at all times. There is no lifeguard on duty and swimming is at your own risk. Diving, glass containers, food, drink, and pets are not permitted in the pool or on the wet deck

Garbage for Summer Lovin– All garbage must be bagged and placed in the green Waste Management containers for pick up. Garbage left outside the containers will not be retrieved. As a courtesy, the maintenance man will bring the waste receptacle to the curb on Monday and Thursday evenings and return them after Tuesday and Friday morning pick up is completed. Please be sure vehicles are not blocking access to the containers. Rental homes must have garbage removed the day of departure.

Majestic Sun- Parking: Each guest will receive up to 2 free parking passes. Each additional parking pass will cost the guest \$10 which is payable by cash only. Guest will be required to pay for the extra parking pass upon arrival.

Emerald Shores wristbands for Summer Retreat & Sequoia Sun-

Children 12 years of age and younger are not required to wear an armband. Guests will have to provide a lease agreement or an email confirmation of a lease to present to the Security Attendant with a valid ID or photo of lease and ID taken with your smartphone.

1. The Armband Policy will be in effect for specific date ranges and is subject to change based on need. Please see attached Arm Band Policy
2. A Security Attendant will be placed at the pavilion from the hours of 10:00am to 4:00pm, 7 days a week, during the effective dates. In the case of bad weather, the attendant will be inside the Leeward Key Lobby area.
3. Guests are to check-in with the attendant to obtain their armbands for the week. Guests should wear their bands while at the pool areas, on the pavilion and at the beach.
4. A non-refundable payment of \$20 will be collected from the guest at the time the set of bands are issued. This payment is Cash Only. You must return bands to the attendant, there are no exceptions.
5. The attendant is responsible for keeping a log of check-out / check-in of bands.
6. Please remember to return your bands by 4:00pm the day prior to your departure.

Emerald Shores Trash-Sequoia Sun & Summer Retreat All trash should be placed in plastic trash bags, securely tied and placed in the outdoor trash receptacles provided. The property's maintenance staff will provide trash pick-up several times during the week.

Emerald Shores Parking for Summer Retreat & Sequoia Sun-Parking is allowed in driveways only. Each home has 2 parking spaces. Overflow parking is located at the two swimming pools as well as the tennis courts. Please do not block driveways or park in the Cul-de-sacs. Parking on the grass is strictly prohibited.

No compensation will be given for temporary outages of electricity, gas, water, internet, cable, satellite, or telephone services or appliances. Upon notification to our office, outages will be reported immediately and every effort will be made to have services restored as soon as possible. Utilities are completely out of our control.

TRAVEL PROTECTION INSURANCE: Destin Beach Realty has partnered with Red Sky Travel Insurance to provide Sun Trip Preserver® coverage for our guests. Sun Trip Preserver® provides cancellation and interruption services as well as emergency assistance and travel services. Protect yourself in the event of hurricane evacuations and family emergencies such as illness or death in the family. The travel insurance is optional and the cost is 6.95% of your total reservation stay. To learn more about Sun Trip Preserver® or to file a claim, please visit <http://trippreserver.com/sun-trip.html> and 866-889-7409.

Cancellation fees: Homes/Townhomes 3 bedroom or larger: If the cancellation occurs more than 90 days prior to the check in date, a \$100 fee will be deducted from the initial payment. If the cancellation occurs 61 to 90 days prior to the check in date, the initial payment will be retained. If the cancellation occurs within 60 days prior to arrival, the full rental amount will be retained.

Cancellation fees: Condos: If the cancellation occurs more than 61 days prior to the check in date, a \$100 fee will be deducted from the initial payment. If the cancellation occurs 31 to 60 days prior to the check in date, the initial payment will be retained. If the cancellation occurs within 30 days prior to arrival, the full rental amount will be retained

Reservations made in advance are not guaranteed. When you book your reservation, the unit of your choice will be assigned but cannot be guaranteed. We reserve the right to change the unit assignment. Destin Beach Realty will not cancel your reservation or make an assignment change unless there are circumstances beyond our control, such as fire or other casualty.

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, Destin Beach Realty 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.

Destin Beach Realty cannot guarantee completion dates for homes and/or pools under construction. Occasionally Renters may experience construction/re-modeling in the neighborhood during

your stay. While we apologize for any inconvenience this may cause, Destin Beach Realty has no control over construction projects, nor can we guarantee views with exception of gulf front properties. No refunds or discounts will be made in the event of construction noise or problems.

Red Awning, Booking.com, Flipkey, Tripadvisor, BookingPal.com and Airbnb guest: Guest booking through these sites will be required to provide a valid driver's license & credit card upon arrival.

The beach flag warning system is there for your safety. NO SWIMMING WHEN RED FLAGS ARE PRESENT.

Beach Tents-Some properties do not allow you to bring your own beach tents and or umbrellas. Inquire before your arrival.

CAUTION: Leaving slider doors and front doors open simultaneously will cause suction forcing the door to slam shut.

Renter that submits the Rental Terms and Conditions (all pages) is responsible for collection and payment of all money due for this rental and enforcement or communication of Rental Agreement to all within their party including any fines levied by Home Owners Associations or local authorities. Destin Beach Realty will accept funds from multiple individuals (Maximum (3) three credit cards/transactions per rental), but will hold the individual that books the reservation and pays the initial payment responsible for all funds due to meet payment in full if for some reason an individual in their party disputes a payment. All fines levied should be paid directly to local authorities. However, if the fine is not paid and is levied against Destin Beach Realty or the property owner, you will be charged for the fine plus a \$50 processing fee plus sales taxes.

All rentals will be charged a Manager Fee plus sales tax. Manager Fee rates vary depending upon the property and are listed on our website. The Manager Fee includes the one time cleaning fee.

Weddings, receptions, or large unauthorized events that exceed the number that a property sleeps are not allowed on properties owned or managed by Destin Beach Realty Renters and their guest will be evicted if these rules are not followed.

Maximum occupancy not to exceed the maximum occupancy advertised on the web page of each individual property. You will be asked to scale back your group or be evicted at the sole discretion of Destin Beach Realty.

We reserve the right to refuse admittance and/or discontinue occupancy if such action is in the best interest of protecting the owner's investment.

Pet friendly properties: Renter must have prior approval, sign pet agreement and pay a non-refundable pet fee of \$250 plus tax. Not all properties allow pets. If you do not abide by these rules, you will be evicted. We cannot guarantee that pets have not been in properties. Destin Beach Realty is not liable for nor will provide refunds to anyone who has reactions from pet allergies.

Smoking is strictly forbidden inside the rental properties. Evidence of smoking inside property will result in additional cleaning fees and will be charged against the credit card on file. **Majestic Sun** allows smoking in designated areas only. Smoking on patios at Majestic Sun is strictly prohibited and will result in eviction and a fine.

Condominium Balconies – Do not hang or display any items from the balcony or railings. Dropping or throwing items from a balcony or breezeway can result in serious injury or death and thus is a felony charge in the State of Florida. Individuals throwing items from a balcony or breezeway will have their rental contract voided and the entire party will be evicted from their unit.

Condominiums- In order to be in compliance with the State of Florida and local fire codes, the breezeways/walkways must be kept clear of all objects. Please do not leave any items on the walkways outside of your unit. All items left on the walkways will be disposed of.

PARKING: Park in designated areas only. Parking on the street or grass is not permitted. Parking on the grass will damage sprinkler systems and will result in additional charges to your credit card. Several properties requiring parking permits that will be issued at the time of check-in.

minimum \$2,500 charge. We need 72 hours notice if you would like to heat the pool.

Pool Cleaning- Each swimming pool is cleaned prior to guest arriving. It is the guest responsibility to skim the pool during their stay.

All children under the age of three (3) must wear swim diapers and rubber pants when using swimming pool and/or spas/hot tubs. If evidence of feces is found in the water, the pool or spa/hot tub will have to be shut down for 72 hours for the appropriate treatment as required by The State of Florida regulations. No refund or discount on rent is warranted under these circumstances.

Disclaimer & Release of Liability- Renter acknowledge(s) that if the property being rented as noted below has an in-ground swimming pool or spa/hot tub, it may cause an inherent risk, including serious bodily injury or death to Renter, Renter's family, children, guests, invitees or licensees. In consideration of the use of the real property rented and its facilities the renter hereby accepts, as function of renter's superior possessory right during the rental period, the supervision, oversight and control of the pool and/or spa/hot tubs. Renter specifically agrees that no minor children shall swim or sit in the pool and/or spa/hot tub without continuous supervision. Minor children are defined herein as children under the age of 18 years of age. The Renter, Renter's family, children, guests, invitees or licensees shall use the pool only in a manner for which it is intended and shall not allow nor permit any activity which may risk injury or death in the use of said facilities. The Renter hereby assumes exclusive control and supervision of the use of the in-ground swimming pool, spa/hot tub, as well as all other portions of the rented premises during the rental period. In consideration of the use of the real property rented and its facilities, the undersigned Renter as agent and principal for all persons occupying or visiting the rental property during the rental term, acknowledges and agrees that the owners, or any of his/her agents, shall not be responsible for any supervision or control of the rental premises and shall not be liable for any loss, damage, injury, accident, delay or death which may be suffered by the Renter, Renter's family, children, guests, invitees, principals or licensees or any other person on rental property because of the rental agreement and it is expressly agreed that all use of rental property shall be undertaken by them at their own risk and the Owner or Owner's agent shall not be liable for any injuries, death, or any damage to any Renter, Renter's family, children, guests, invitees, principals or licensees or any other person on rental property because of the rental agreement or be subject to any claim demand, injury, or damages, whatsoever, including without limitation, those damages resulting from acts or active or passive negligence on the part of the rental property's owner(s), shareholders, officers, employees, or agents. Renter on his/her own behalf and on behalf of his/her personal representative, administrators, heirs, assigns and successors, does hereby expressly forever release and discharge the rental property, its owners, shareholders, officers, employees, agents, assigns, and successors from all such claims, demands, injuries, damages, actions, or causes of action. Renter on behalf of his/her principal(s) and their personal representative, administrators, heirs, assigns and successors, does hereby expressly forever release and discharge the rental property, its owners, shareholders, officers, employees, agents assigns, and successors from all such claims, demand, injuries, damages, actions or causes of action arising out of the use and/or occupancy of the rented property. Renter in his/her personal capacity and as agent for his/her principals releases and holds harmless the rental property's owner(s), employees, and agents harmless from, agrees to indemnify, and assumes all responsibility for, all claims, demands, injuries, deaths, damages, actions or causes of action, to persons or property, arising out of or connected with the use of the rental property that is the subject of this agreement. Renter in his/her own personal capacity and/or as agent for his/her principal(s) acknowledges that he/she has carefully read this paragraph and fully understands that this is a waiver, release of liability and indemnification agreement.

Non-Waiver of Enforceability. The failure of either party at any time to enforce any provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement at that time or thereafter and shall not prejudice each party's right to enforce provisions at any subsequent time.

Governing Law: This agreement will be governed by the laws of Florida, without regard to conflicts of law principles.

Boats, Trailers, RV's, and Motorcycles-Most of our rental properties prohibit or restrict on-site parking for recreational vehicles, boats, boat trailers, etc. due to the property's Home Owner's Association and size. Due to noise restrictions in some neighborhoods, motorcycles may be prohibited. Violators will be towed. The owner of the vehicle will be responsible for towing fees. Please inquire prior to check-in for parking restrictions.

Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO CASE SHALL DESTIN BEACH REALTY, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR OWNERS, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES, OR FOR ANY DAMAGES FOR DEATH, PERSONAL OR BODILY INJURY, 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 DESTIN BEACH REALTY 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.

Indemnification and Insurance: Renter agrees to indemnify and hold harmless Destin Beach Realty and Owner against all loss, damage, expense, monetary loss and penalty resulting from your actions or omissions, and the actions or omissions of other Occupants/visitors, during your stay. Renter is encouraged to secure the appropriate travelers or vacation insurance and/or renter's insurance.

Responsible Renter. As the responsible 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 21, 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.

Bunk beds may be a hazard. No child under the age of five (5) should be permitted to sleep on the top bunk of a bunk bed. Bunk beds are designed for children only.

Appliances, TV's, A/C's, Pool Heaters, Elevators, etc. are not guaranteed. Repairs will be scheduled upon notification of failure. No refund or discounts will be made upon failure.

Maintenance or Housekeeping Issues; Property Conditions. The Property is provided as is, and we are not responsible for the inoperability or unavailability of any amenities. You agree to contact us 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. 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 center, that the availability and condition of those amenities is outside our control.

We provide linens and towels for use within the units only. All units are fully furnished w/linens and towels. We provide initial set-up for toilet tissue, dishwashing powder, paper towels and trash bags. Additional supplies must be purchased by guest. No linens may be taken from the property to be used at the beach or pool. Please bring your own beach and pool towels or blankets. Daily maid service is not provided however all rentals are equipped with/or have access to washers and dryers. Guest will be charged for any carpets and/or linens stained during stay. (Henna tattoos permanently stain linens as does makeup and washing with colored items.) Advise other members of your party of the same.

Heated Pools are available at an additional fee plus sales tax.

Pools will be heated for an additional \$300/week or \$50/day. Sugar Sands pool heating fees are: \$350/week or \$60/day year round. Villa De Vino pool and spa heating is combined and cannot be separated, (\$300/week or \$60/day year round). No pool waters will be heated over 85 degrees at it burns off chemicals and creates an unhealthy environment. If it is discovered that someone in your party has turned on the pool heater, you will be charged for pool heating from the day of your arrival. Damage to pool heaters will result in a

Venue: The parties of this Agreement agree that this Agreement was entered into in Walton County, Florida, and if any litigation should arise as a result of either party's breach of the terms and conditions of this Agreement, or any exhibits attached hereto and any collateral documents referenced herein, then venue shall lie solely in the Circuit Court, in and for Walton County, Florida. The parties affirm the Walton County Circuit Court has sole in personam and subject matter jurisdiction over all disputes.

Good Neighbor Policy:

The Property is a privately owned home, and we enforce a 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 checkout. 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 us 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.

This Agreement constitutes the entire Agreement and understanding between the parties hereto, except for where this Agreement explicitly refers to external documents, policies, procedures, direction from staff or laws, and incorporates any and all understanding and agreements reached by them. This Agreement shall not be modified except by an amendment or new agreement, in writing, of like dignity, duly executed by Renter and approved *Destin Beach Realty*.

Criminal Activity Prohibited. Use of the Property for any criminal activity is prohibited and may result in fines or prosecution. 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 will cooperate with any investigation of alleged criminal activity at the Property during your stay.

Consequences of Breach. Any failure by you or any other Occupants to comply with any of the terms above may result in a forfeiture of your rights to rent the Property, up to and including immediate eviction from the Property without refund. 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 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 reasonably believe has enforcement rights.

Attorneys' Fees and Recoverable Costs:

- a. In the event of a legal action or other proceeding arising under this Agreement or a dispute regarding any alleged breach, default, claim, or misrepresentation arising out of this Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, whether incurred before suit, during suit, or at the appellate level. The prevailing party shall also be entitled to recover any attorneys' fees and costs incurred in litigating the entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of attorneys' fees and costs due to it.
- b. Recoverable Costs. The reasonable costs that the prevailing party shall be entitled to recover pursuant to this Agreement shall include any costs that are taxable pursuant to any applicable statute, rule, or guideline (including, but not limited to, the Statewide Uniform Guidelines for Taxation of Costs), as well as costs not taxable thereunder. Such recoverable costs shall specifically include, but not be limited to, 1) costs of investigation; 2) costs of copying documents and other materials, whether for discovery, filing with the court, internal review, or any other purpose; 3) costs for electronic discovery; 4) Westlaw, Lexis Nexis, or other electronic research service charges; 5) telephone charges; 6) mailing, commercial delivery service, and courier charges; 7) travel expenses, whether for investigation, depositions, hearings, trial, or any other purpose; 8) information technology support charges; 9) 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; 10) court reporter and transcript fees, whether for deposition, trial, or an evidentiary or non-evidentiary hearing; 11) mediator fees; and 12) any other reasonable cost incurred by the prevailing party in connection with the dispute.

If a provision of this Agreement is held invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

Thank you!

Signature: _____

Date: _____

Property: _____

Date of Reservation: _____

Credit Card (Choose one):

VISA MC AMEX DISC

(last 4 digits) _____ (CV code) _____

(# Age 25 & Over) (# that are Parents) (# Under Age 25)

Initial for Optional Red Sky Travel Insurance:

Accepted: _____ Declined: _____ Initial _____