

CANCELLATION POLICY:

September 1, 2023

1. Early Cancellation: The Advance Payment, less the non-refundable Administrative Fee of \$100 and the non-refundable Booking Fee of 5% of the Rent, shall be refunded, if written notice of cancellation of the reservation under this Occupancy Agreement is received by the Agent at least ninety (90) days before the arrival date appearing on the attached reservation form. Agent also reserves the right to cancel the reservation at least ninety (90) days before the arrival date by providing written notice of cancellation to the Guest in which event the Advance Payment shall be refunded in full including the Administrative Fee and the Booking Fee. If a Guest provides written notice of cancellation of the reservation under this Occupancy Agreement for any reason after ninety (90) days prior to the arrival date appearing on the attached reservation form and before sixty (60) days prior to the scheduled arrival date, Guest would be entitled to a refund of any amount paid, less the total Advance Payment amount.
2. Late Cancellation: If Guest provides written notice of cancellation of the reservation under this Occupancy Agreement for any reason sixty (60) days or less before the scheduled arrival date, the Guest is not entitled to any refund of the total amount paid. The same applies if the Guest arrives after the scheduled arrival date and/or if your time in the Unit is interrupted for any reason and you leave earlier than your scheduled departure date. Provided however, in the event Agent is able to rent the Unit to another guest for the entire rental period at the same rental fee and cost specified in this Occupancy Agreement, the payments paid by Guest, shall be refunded in full less the non-refundable Administrative Fee and the non-refundable Booking Fee. In the event the Unit is only rented for part of the rental period, a prorated refund will be made based on the portion of the canceled occupancy period that was paid for by another guest. **IT IS RECOMMENDED THAT THE GUEST OBTAIN TRAVEL INSURANCE WHEN THE RESERVATION IS MADE IN THE EVENT THAT YOU MUST CANCEL AND YOU ARE WITHIN THE 90-DAY CANCELLATION PERIOD.**
3. Exception To Cancellation Policy: Special circumstances may arise where the Florida Governor and/or other government officials issue restrictive guidelines and/or mandates such as what has been experienced with COVID-19. Agent and Guest agree to the following exception to the forgoing Late Cancellation provision in the event of a pandemic: If a pandemic event results in an emergency order from the Florida Governor and/or other governing officials that prohibit guests from coming into the State of Florida/Sarasota County and/or prohibits the operation of vacation rental programs or suspension of same, which is an event that cannot be anticipated, Agent or Guest may cancel this Occupancy Agreement if the effective date of the forgoing governmental order occurs within a period of thirty (30) days before the commencement of the occupancy. Agent also serves as

a condominium association in charge of the Sunrise Cove condominiums and may be required or deem it prudent based on reasonable health and safety concerns, to close portions of the condominium property, or limit access or use. The existence and/or application of closures, mandates, limitations or restrictions may result in the desire for either the Agent or Guest to modify or cancel the scheduled reservation. If Agent or Guest reasonably determines to cancel the reservation under the circumstances contemplated by this paragraph, a written cancellation notice must be submitted within in the stated time period prior to the commencement of the occupancy. In an effort to treat the Owner of the unit, Agent and Guest fairly under such circumstances, Guest shall be entitled to a credit towards a future reservation of advances made, however, in the event neither the Agent or Guest elects to cancel this Occupancy Agreement and Guest takes occupancy of the unit, Guest shall accept the unit, the condominium premises and amenities, and the County and State in an "as in condition" and shall not be entitled to any credit or damage due to the loss of recreational amenities, the closure of recreational amenities, bars, restaurants or any other facility. The owner of the unit and Agent will continue to have cost and expenses and are depending on the receipt and use of revenues generated by the reservation and therefore must be compensated since they would not be responsible for the events described in this paragraph. The intent and purpose of this paragraph is to represent to Guest that each situation and reservation will be reviewed by Agent in good faith on a case-by-case basis with an equitable adjustment made as may be appropriate and reasonable under the circumstances. Notwithstanding the forgoing, no credit or adjustment shall be made in the event that travel insurance available at the time of booking the reservation would cover losses and/or damages incurred by Guest arising from a pandemic or similar event addressed by this paragraph. The hold harmless and indemnity provisions set forth in this Occupancy Agreement shall apply to any and all claims arising due to a pandemic situation or similar event, including occupancy of the unit and use of condominium premises.