

## TERMS AND CONDITIONS

**1. Introduction:** In accordance with the following terms and conditions of this Lodging Agreement (“Agreement”), the owner(s) (“Owner”) of the vacation property listed on the Cover Page of this Agreement (“Property”), by Vantage Resort Realty of Maryland, LLC, d/b/a Vantage Vacation Rentals as agent (“Vantage”), hereby grants a revocable license for weekly lodging to the person referenced above and signing this Agreement (“Guest”) beginning on the “Arrival” date and time and ending on the “Departure” date and time listed on the Cover Page of this Agreement, in exchange for Guest’s payment of all amounts required by this Agreement. This Agreement does not create a landlord and tenant relationship. All of the information, charges and “Property Information” listed on the Cover Page of this Agreement shall be part of this Agreement along with the following additional terms and conditions. Guest is hereby advised, and acknowledges that Vantage is acting on behalf of Owner, as agent, and not on behalf of Guest in negotiating and entering into this Agreement. This Agreement must be signed and returned to Vantage within ten (10) days of making a reservation or the reservation may be cancelled.

**2. Occupants:** Owner, has instructed Agent to rent to family groups only. Non-family, non-chaperoned, high school or college groups are not permitted. In addition, the number of occupants shall not at any time exceed the maximum “Occupancy” listed on the Cover Page of this Agreement. The Guest who reserves the Property must be the person checking in, and is required to occupy the Property and supervise all occupants and any permitted pets or service animals for the entire duration of the rental period. Violation of these policies may result in cancellation of Guest’s reservation, denial of access to the Property, and/or removal of Guest and all occupants from the Property, all without refund. If the Property is a single family residence located in one of Ocean City’s R-1 Single Family Residential Districts, Guest shall also be required to complete and return an “Addendum to Lodging Agreement – Town of Ocean City Certification of Occupancy.”

### **3. Arrival:**

**A. Arrival Date, Check-In Location and Instructions:** Unless the Property is designated for early check-in, Guest may check in between 3:00 p.m. and 5:00 p.m. on the “Arrival” date and time listed on the Cover Page of this Agreement (“Arrival Date”). Check-in is currently scheduled to take place at the “Check-in Location” listed on the Cover Page of this Agreement; however, Vantage will email check-in instructions to Guest at least two (2) days prior to the Arrival Date, which will contain additional instructions for checking in and for late arrivals, and may include an updated Check-in Location.

**B. Keyless Entry Convenience Fee:** If the Property being rented is equipped with PointCentral smart home automation technology, Guest will be charged a \$10.00 Keyless Entry Convenience Fee, which will listed on the Cover Page of this Agreement and be due and paid as part of Guest’s Balance Payment pursuant to Section 5(A) below.

**C. Arrival Time, Early Check-In Fee and Failure to Check-In:** Unless the Property is designated for early check-in, under no circumstances will Guest be permitted to take occupancy of the Property before 3:00 p.m. on the Arrival Date. If Guest would like to arrange for early check-in at 12:00 noon on the Arrival Date, please ask your reservationist at the time of booking whether the Property being rented is designated for early check-in and, if applicable, pay the accompanying Early Check-In Fee of \$85.00, which will listed on the Cover Page of this Agreement and be due and paid as part of Guest’s Balance Payment pursuant to Section 5(A) below. Guest may also select early check-in up to seven (7) days prior to Guest’s Arrival Date by contacting Guest Services, in which case payment of the Early Check-In Fee shall be due immediately upon Vantage’s receipt of the request, and will be changed to Guest’s credit card on file unless alternative payment arrangements are made by Guest pursuant to subsection 5(C). If Guest has not checked-in within twenty-four (24) hours of 3:00 p.m. on the Arrival Date, and other arrangements have not been made, the reservation may be canceled and all rental fees will be forfeited.

**4. Departure:** Check-out time is no later than 10:00 a.m. on the “Departure” date and time listed on the Cover Page of this Agreement (“Departure Date”) at Guest’s Check-In Location. However, Guest may check out earlier by utilizing a drop box located at the Check-In Location, which will also be open for business at 9:00 a.m. All personal items belonging to Guest must be removed from the Property prior to departure, including boat trailers and vehicles parked on the parking lot, and all keys, pool passes/tags, fobs, and parking passes must be returned to the Check-In/Check-Out Location. Guest is responsible for the Property until all keys, pool passes, and parking passes have been returned to the Check-In/Check-Out Location. If guest has not returned keys to Vantage by 10:00 am on the Departure Date, Guest’s credit card on file with Vantage may be charged \$100.00 for every thirty (30) minutes Guest is late, beginning at 10:30 a.m. Guest’s credit card on file with Vantage will be charged the cost of replacing any keys, pool passes/tags, fobs, and/or parking passes Guest fails to return to Vantage on the Departure Date.

### **5. Charges and Payment:**

**A. Charges, Payment of Initial Deposit and Balance:** At the time of booking, Guest shall pay the following charges listed on the Cover Page of this Agreement: **(i)** a minimum of 35% of the Rent; **(ii)** the Processing Fee, and **(iii)** Travel Protection, if selected pursuant to Section 21 below (collectively, “Initial Deposit”). The remaining balance shall be due and payable no later than thirty (30) days prior to Guest’s Arrival Date, including the following amounts, if selected and/or otherwise applicable: **(iv)** the unpaid Rent balance; **(v)** the prevailing Sales and Room Tax; **(vi)** any applicable Building Registration Fee pursuant to Section

15 below; **(vii)** the Linen Fee and prevailing Maryland State Linen Taxes, if applicable pursuant to Section 17 below; **(viii)** the Keyless Entry Convenience Fee, if applicable; **(ix)** the Early Check-In Fee, if applicable and selected; and **(x)** the applicable Security Deposit or Damage Protection Plan Fee pursuant to Section 20 below (collectively, "Balance Payment"). Guest's credit card on file with Vantage will be charged the Balance Payment thirty (30) days prior to Guest's Arrival Date unless alternative payment arrangements are made by Guest pursuant to subsection 5(C) below. If Guest fails to pay the Balance Payment twenty-nine (29) days prior to Guest's Arrival Date, a late payment fee of \$35.00 will be added to the Balance Payment, all of which must be paid prior to checking in.

**B. Requirement to Maintain Credit Card on File:** If Guest pays their Initial Deposit with a credit card, Guest authorizes Vantage to maintain that card for collection of Guest's Balance Payment and payment of incidental charges occurring during Guest's reservation which may be required pursuant to this Agreement. Regardless of whether Guest pays their Initial Deposit via credit card, Guest shall be required to maintain a valid credit card on file with Vantage for payment of incidental charges occurring during Guest's reservation which may be required pursuant to this Agreement.

**C. Other Methods of Payment:** If Guest would like to use a different payment method than the credit card on file with Vantage, Guest must contact Vantage prior to the applicable payment deadline with Guest's preferred payment information. Vantage will not accept payment by personal check sent by mail less than forty-five (45) days prior to Guest's Arrival Date, but will accept electronic check payments over the phone up to thirty (30) days prior to Guest's Arrival Date.

**D. Credit Card Disputes & Payments Returned Unpaid, Denied, Rejected or otherwise Dishonored.** If Vantage charges Guest's credit card on file or another credit card authorized by Guest and Guest disputes such charge with their issuing bank and the dispute is upheld, Guest shall nonetheless remain liable for the amount of the charge if Guest's liability is established under this Agreement. Guest shall also be charged a \$25.00 fee for each payment that is returned unpaid, denied, rejected or otherwise dishonored, regardless of the reason and regardless of the method of payment (including, but not limited to, personal checks, ACH drafts, debit entries, and credit card charges).

**E. All Payments Must be Made by Guest:** All payments made by Guest pursuant to this Agreement must be made by the person signing this Agreement, and all forms of payment must be in that person's name. If another individual would like to make a payment required pursuant to this Agreement, they shall be required to sign an identical copy of this Agreement and pay a fee of \$70.00 in recognition of the added time and expense required to prepare an additional Lodging Agreement and collect payment.

## **6. Pets, Service Animals, and No Smoking:**

**A. Pets:** Pets are not permitted at the Property at any time unless clearly specified in the Property Information contained on the Cover Page of this Agreement. If the Property is designated as pet-friendly and Guest would like to bring a pet to the Property, Guest must complete and return an "Addendum to Lodging Agreement – Terms and Conditions for Pet Friendly Properties." Regardless of whether the Property is designated as pet-friendly, the Owner of the Property may have pets that have been present in the Property, and under no circumstances shall Owner or Vantage be responsible for any allergic reactions resulting from Guests' exposure to the hair or dander of Owner's pet(s).

**B. Service Animals:** If Guest intends to travel with a service animal, Guest must complete and return an "Addendum to Lodging Agreement – Terms and Conditions for Service Animals" to allow Vantage to coordinate logistics to avoid any unnecessary delays.

**C. No Smoking:** No smoking of any kind (including e-cigarettes/vaporizers) is permitted inside the Property. In the event Guest violates this provision, Guest's credit card on file with Vantage will be charged an additional cleaning fee of \$300.00. In addition, the resort/complex in which the Property is located may be designated as non-smoking, and Guests are required to comply with all such designations.

## **7. Condition of Property, Issues Arising During Guest's Stay and Damage:**

**A. Condition of Property:** Rental units managed by Vantage are privately owned and reflect the personal needs and tastes of the individual Owners.

**B. Issues Arising During Guest's Stay:** Upon arrival at the Property and once cleaning of the Property has been completed, Guest shall immediately notify Vantage of any missing or inoperative furnishings or equipment, cleaning issues, and/or conditions Guest reasonably believes should be addressed by calling (888) 234-5646. During Guest's stay at the Property, Guest shall report any new problems to Vantage promptly so the problems can be efficiently addressed for Guest's safety and comfort, and that of future guests. Vantage will endeavor to address any cleaning issues, missing or inoperative furnishings or equipment (such as problems with televisions, DVD players, Internet/Wi-Fi, microwaves, etc.) and/or conditions Guest reasonably believes should be addressed promptly on behalf of Owner. Guest will not, however, be entitled to any refund as a result of any such cleaning issues, missing or inoperative furnishings or equipment, and/or conditions Guest reasonably believes should be addressed promptly on behalf

of Owner- even if a repair or replacement is not available. To the extent possible, any cleaning and/or maintenance required during Guest's stay will be performed while the Property is vacant, with the understanding that maintenance can typically only be performed between the hours of 9:00 a.m. and 5:00 p.m. The Owner, or any authorized employee, repairman, or agent of Vantage may enter the unit, upon reasonable prior notice, during business hours from 9:00 a.m. to 5:00 p.m., and Guest may not refuse service for any issues Guest reported by Guest and/or deemed critical or an emergency by Vantage's staff.

**C. Damage to Property:** Guest must surrender the Property at the end of the lodging period in as good condition as the Property was in at the beginning of the lodging period, normal wear and tear excepted. Guest is responsible for all damage to the Property caused by Guest, Guest's family, other invitees, and/or permitted pets. Guest's credit card on file with Vantage will be charged for any missing or damaged items that are not covered by Guest's Security Deposit set forth in Section 20(A) below or the Damage Protection Plan Fee offered below in Section 20(B). Vantage and Owner may inspect and make repairs to the Property during the lodging period and will inspect the Property at the end of the lodging period. Toilets shall not be used for any purpose other than that for which they were constructed and no trash, sanitary pads, diapers, rags or other garbage shall be placed therein. Any clog of sewer lines through the misuse or neglect of Guest shall be repaired at Guest's expense. Guest will be responsible for any water or other damage caused by a violation of this provision or any intentional misuse of the toilets or other plumbing fixtures. In addition, Guest will be responsible for any water or other damage caused by improper usage of the Property's HVAC's system.

**8. Liability for Personal Injuries and Property Damage:** Vantage and Owner are not responsible for any personal injury or property damage resulting from any act of Guest in connection with Guest's use of the Property or any equipment provided with the Property, including beach equipment, bikes, grills or any other items provided by the owner as a courtesy to Guest. However, Guest shall promptly report all injuries or property damage occurring during Guest's stay to Vantage in a timely manner and complete an incident report.

**9. Compliance With Ocean City's Noise Control Ordinance:** Ocean City has adopted a Noise Control Ordinance that makes it unlawful to cause or permit noise levels which exceed those established by the Department of Health and Mental Hygiene of the State of Maryland (COMAR 10.20.01). Ocean City's noise ordinances provide for civil and criminal penalties. If Guest, Guest's family, and/or other invitees exceed these noise levels, Guest shall be in default and Vantage reserves the right to deny access to the Property, remove Guest, Guest's family, and/or other invitees from the Property, and cancel the reservation, without refund. In addition, if the Owner receives a penalty or charge for a violation of Ocean City's Noise Control Ordinance, Guest's credit card on file with Vantage will be charged for the penalty or charge.

**10. Lockouts:** There will be a \$50.00 fee for lockouts that must be responded to during hours that the Vantage office is closed. The fee will be payable when Guest is re-admitted to the Property. If Guest fails to pay the fee upon being re-admitted to the Property, Guest's credit card on file with Vantage will be charged for the fee.

**11. Pools and Other Amenities:** The opening and closing of pools, hot tubs, spas, fitness centers and other common areas is at the discretion of each individual building. Neither Owner nor Vantage is responsible for the hours that any such amenities are opened or closed, or for the condition of such amenities, and Guest shall not be entitled to any refund if such amenities are unavailable and/or unacceptable to Guest.

**12. Guest's Personal Property:** Guest's personal belongings left in the Property after the Property has been vacated by Guest may be disposed of in any manner without Owner or Vantage's liability. Owner and Vantage are not responsible for theft of Guest's property unless determined to be committed by employees of Vantage.

**13. What Guest Should Bring:** The Property includes all furnishings required for normal living conditions, except as stated herein. Pillows, bedspreads and blankets are provided, however they are to be used as bedding on the beds only. The Property rented by Guest may or may not include linens, either as part of the applicable Building Registration Fee or otherwise. If Guest's rental does not include linens and Guest does not purchase a Linen Package pursuant to Section 17 below, Guest must furnish their own sheets, pillow cases, bath towels, washcloths, blankets, and towels for use on the beach, by the pool, on the balcony, etc. Guest must also furnish bath soap, dish soap, toiletries, toilet paper, paper towels, coffee filters, trash bags, and any desired child-proofing and/or baby-related equipment (such as high chairs, pack and plays, etc.). Automatic dishwashers, where provided, require automatic dishwashing detergent; ordinary liquid dishwashing detergents will damage the appliance and cause overflowing of suds and water, for which Guest will be held responsible. The Property is equipped for light housekeeping and includes cooking and eating utensils, but Guest may want to bring any special utensils, cooking items, spices, and/or condiments. All units are equipped with cable or satellite television. Internet access is provided only if indicated in the Property Information listed on the Cover Page of this Agreement, although some properties offer pay-for-use Wi-Fi service. Some properties may include beach items for Guests' use at no additional charge, with the understanding that Guests shall be responsible for paying to repair or replace any broken or missing items at the end of Guests' stay.

**14. Parking Restrictions:** Some properties have parking height restrictions. Vantage is not responsible if Guest's vehicles do not fit in designated parking garages or spaces. Please contact a representative for height restriction of specific properties.

**A. Guests Staying at Belmont Towers:** Please note that units at Belmont Towers are limited to two (2) parking spaces per unit. In addition, Belmont Towers Garage has a maximum height restriction of 6 feet, 10 inches, and parking spots are very narrow. Larger vehicles, including dual-wheel pick-up trucks, vans, or classic cars may not fit into the parking spaces or allow occupants to open the doors all the way to exit the vehicle. No overflow parking is available on site if Guests' vehicle(s) do not fit into the Belmont Towers Garage or the parking spaces therein, and Vehicles belonging to Guest, Guest's family and/or other invitees may be towed if they encroach upon the parking space of another unit.

**15. Building Registration Fee:** Please be advised that some vacation properties have location-specific registration, pool or amenity fees. Please refer to the Property Information listed on the Cover Page of this Agreement for more information concerning these fees (collectively, "Building Registration Fee"). Unless otherwise noted in writing, Guest shall be responsible for payment of the Building Registration Fee listed on the Cover Page of this Agreement.

**16. Additional Charges:** Guest may not use Property's telephone to make long-distance phone calls. Nor may Guest order any On Demand or Pay-Per-View entertainment on Property's television. In the event Guest does make long-distance phone calls or order any On Demand or Pay-Per-View entertainment, Guest's credit card on file with Vantage shall be charged for any resulting charges received by Owner.

**17. Linens:** The Property rented by Guest may or may not include linens, either as part of the applicable Building Registration Fee or otherwise. If Guest's rental does not include linens and Guest does not opt out at the time of booking, Vantage will arrange for a linen package to be delivered to the Property on Guest's Arrival Date through third-party providers. The cost will include the "Linen Fee" and the prevailing "MD State Linen Tax" listed on the Cover Page of this Agreement, which shall be due and paid as part of Guest's Balance Payment. If Guest opts out at the time of booking and the Property does not include linens, Guest must bring all sheets, towels and pillowcases needed for their stay. Guest may also purchase linens up to seven (7) days prior to Guest's Arrival Date by contacting Guest Services, in which case: (a) payment shall be due immediately upon Vantage's receipt of the request for linens, and will be charged to Guest's credit card on file unless alternative payment arrangements are made by Guest pursuant to subsection 5(C); and (b) Guest should not assume a linen package has been purchased until Guest receives confirmation from Vantage. If linens are not provided or provided in an untimely manner, Vantage will work diligently to assist Guest in procuring linens through the third-party provider, but any such delay shall not be a valid basis to terminate this Agreement.

**18. Construction and Special Events:** Guest should be aware that, from time to time, construction, repairs and/or maintenance work, special events, functions, conventions, and other situations may take place at the complex where the Property is located or otherwise in close proximity to the Property, outside the control of Vantage or Owner. Neither Vantage nor Owner shall be responsible if Guest's stay at the Property is inconvenienced by such events, and no refund will be provided.

**19. Care and Maintenance of Property:** Guest is responsible for maintaining the cleanliness of the Property during occupancy and to leave the premises reasonably neat and in good condition upon departure. This includes removing any food or drink from the refrigerator and cabinets, washing the dishes and putting them back in the cabinets, removing all trash from inside the unit and depositing same into the dumpster, and keeping the carpets and floors in a broom-swept condition free of excessive debris. Failure to return the premises in reasonably good condition will result in an excess cleaning fee of \$200.00 or more, depending on the severity of the conditions in which the premises were left. Guest's credit card on file with Vantage will be charged for the excess cleaning fee.

**20. Security Deposits and Damage Protection Plan Fee:** All Guests staying at the Property shall be required to either provide Vantage with a Security Deposit or take part in Vantage's Damage Protection Plan.

**A. Security Deposit:** Some properties require guests to deposit with Vantage a security deposit in the amount specified by Owner and listed on the Cover Page of this Agreement ("Security Deposit"), to be returned to Guest no later than 30 days following the end of Guest's stay at the Property, provided Guest is not in default under any provision of this Agreement, and subject to any deductions necessary to replace or repair missing or damaged furniture or equipment or to repair damage to the Property intentionally or negligently caused by Guest, Guest's family, other invitees, and/or pets (whether or not permitted), excepting ordinary wear and tear. Guest's liability for damage cause to the Property during his/her stay is not limited to the amount of the Security Deposit.

**B. Damage Protection Plan:** If the Property being reserved by Guest does not require a Security Deposit, Guest must take part in Vantage's Damage Protection Plan. Under this plan, Guests shall pay a non-refundable Damage Protection Plan Fee and will not be obligated to pay for reported damage to covered real or personal property of the owner resulting from Guest's inadvertent acts or omissions occurring during their stay, up to the maximum limit of this waiver and subject to the following terms and conditions:

**i.** The non-refundable Damage Protection Plan Fee is \$60.00 per weekly stay and the maximum limit of this waiver of liability is \$1,500.00 in aggregate per weekly stay (an additional \$60.00 Damage Protection Plan Fee will be due for each week or portion thereof that Guest's stay exceeds one (1) week).

ii. If Guest cancels their reservation and doesn't check in the property, the Damage Protection Plan Fee will be returned to Guest.

iii. The Damage Protection Plan does not apply to the following: (a) Intentional acts of a Guest or any member or Guest's party; (b) Gross negligence or intentional conduct by Guest or any member or Guest's party; (c) Any cause whatsoever, if the Guest does not report the theft or damage to Vantage's staff in writing at the time Guest checks out of the property (or earlier); (d) Theft, if reported to Vantage without a valid police report; (e) Normal wear and tear, for which Guest will not be held liable; (f) Damage caused by any pet or other animal brought onto the Property by Guest or any member or Guest's party; (g) Damage caused by smoking of any kind; (h) Theft or damage of any personal property brought to the property by the Guest or any member or Guest's party; (i) Damage resulting from any motorized vehicle, watercraft or other equipment operated by Guest or any member or Guest's party; (j) Damage caused while under the influence of alcohol or drugs; (k) Damage to the exterior of the occupied property; (l) Guest's loss of use of the covered property; (m) Acts of God; and/or (n) excessive cleaning fees and/or trash disposal.

iv. Guest's payment of the non-refundable Damage Protection Plan Fee is due no later than thirty (30) days prior to Guest's scheduled Arrival Date. Payment of the Damage Protection Plan Fee may be accepted by Vantage in its sole discretion less than thirty (30) days prior to Guest's scheduled Arrival Date, but will not be accepted under any circumstances after Guest or any member of Guest's party enters the property at the beginning of their stay.

v. All coverage under the Damage Protection Plan shall terminate as of the date and time of Guest's scheduled Departure Date or the actual departure of Guest, whichever occurs first.

vi. In the event Guest, Guest's family, and/or other invitees breach any of the terms of conditions of this Agreement and fail to immediately cure such breach, Guest's participation in the Damage Protection Plan will be immediately voided.

vii. All waivers of theft or damage will be administered by Vantage's staff, which shall have the sole discretion to determine the nature and extent of damages, necessary repairs and eligibility for the waiver of liability described herein.

viii. Under no circumstances does the Damage Protection Plan release Guest or any member or Guest's party from obligations imposed under this Agreement with respect to Guest's duty to maintain the Property.

ix. The Damage Protection Plan Fee is not available for large groups such as weddings, reunions, corporate retreats, etc.

**\*\*Please note that the Damage Protection Plan Fee is separate from the Travel Protection described in Section 21 below.\*\***

**21. Travel Protection:** Guest has the option of purchasing CSA Travel Protection's Guest Protect Plan ("Travel Protection") to protect their investment in this reservation, which provides full or partial reimbursement for unused, nonrefundable payments if Guest's trip must be canceled or interrupted for a covered reason. Please refer to the accompanying Description of Coverage for Travel Protection terms and conditions. Please inform your reservationist at the time of booking if you would like to purchase this valuable protection, in which case the cost of this optional Travel Protection is 6.95% of the following charges listed on the Cover Page of this Agreement: (a) Rent; (b) prevailing Sales and Room Tax; and (c) Processing Fee, and shall be due and paid as part of Guest's Initial Deposit. If you did not select Travel Protection at the time of booking and pay the cost with your Initial Deposit, please confirm whether you would like to purchase optional Travel Protection by initialing one of the following:

\_\_\_\_ I want to purchase Travel Protection for the amount listed on the Cover Page of this Agreement.

\_\_\_\_ I acknowledge receiving notice of the availability of Travel Protection and understand the risks involved but **DO NOT** want to purchase Travel Protection.

If Guests initials above to indicate that they want to purchase Travel Protection, Vantage will send Guest an "Addendum to Lodging Agreement – Travel Protection" to complete and return in order to finalize the purchase, which will include the applicable cost and related terms. Guest may also purchase Travel Protection up to the deadline for payment of Guest's Balance Payment by calling Vantage's Reservations team at (800) 555-4099, in which case Guest will also be required to complete and return an addendum. In both cases: (a) payment shall be due immediately upon Vantage's receipt of the completed addendum, and will be charged to Guest's credit card on file unless alternative payment arrangements are made by Guest pursuant to subsection 5(C); and (b) Guest should not assume Travel Protection has been purchased until an addendum has been completed and returned to Vantage.

**22. Owner of Property May be a Licensed Real Estate Agent:** Guest is hereby advised, and acknowledges that the Owner of the Property may be a licensed real estate agent.

**23. No Assignment.** This Agreement may not be assigned by Guest, nor may Guest rent the Property or otherwise grant to others the right to use the Property, other than permitted family and invitees.

**24. Severability:** If any provision of this Agreement shall be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**25. Default by Guest:** In the event Guest, Guest's family, and/or other invitees breach any of the terms of conditions of this Agreement and fail to immediately cure such breach, Guest shall be in default and Vantage reserves the right to deny access to the Property, remove Guest, Guest's family, and/or other invitees from the Property, and cancel the reservation, without refund. The foregoing remedies are not the exclusive remedies for Guest's default, and Owner and Agent reserve all rights under law or equity.

**26. Remedies Cumulative:** All rights and remedies provided to Vantage and Owner in this Agreement are and not exclusive of any other rights or remedies that may be available, whether provided by law, equity, statute, in any other agreement between the parties or otherwise.

**27. Governing Law, Jurisdiction, and Venue:** The parties hereto agree that this Agreement is made in and shall be governed by, construed and enforced in accordance with the laws of the State of Maryland. The parties further agree that any legal action brought by either party arising out of this Agreement or to enforce this Agreement shall be brought in Anne Arundel County, Maryland or the federal courts situate in Maryland. The parties hereto each specifically consent to personal jurisdiction and venue in such courts. In the event of any default or breach of any condition hereof by Guest, Guest shall be liable to Owner and/or Vantage for any money expended for reasonable attorney's fees or other costs which may be incurred on behalf of Owner and/or Vantage in remedying said default or enforcing this Agreement.

**28. Return of Signed Agreement:** Guest's failure to sign and return this Agreement within five (5) days after booking the reservation may result in cancellation and cancellation fees will apply. All pages of this Agreement, including the Property Information contained on the Cover Page of this Agreement, must be initialed, signed, and returned to Vantage in one of the following ways:

By Docusign: Vantage will sent a link to execute via Docusign  
By Fax: (443) 403-0396  
By Email: [Reservations@VantageOC.com](mailto:Reservations@VantageOC.com)  
By Mail: Vantage Vacation Rentals  
Attn: Lodging Agreements  
5200 B Coastal Highway  
Ocean City, MD 21842-355

**29. Entire Agreement:** No representations, agreements, undertakings, and/or promises, whether oral, implied, or inferred, have been made by either Owner or Vantage unless expressly stated herein, and this Agreement, including all of the information, charges and "Property Information" listed on the Cover Page of this Agreement, along with the property-specific information emailed with Guest's reservation confirmation, represents the parties' entire agreement.

**30. Cancellation Policy:**

**A. Cancellations by Vantage:** Vantage may cancel this Agreement at any time, prior to Guest taking occupancy, and refund Guest all money paid. The Property must be occupied by the Guest identified above and all occupants of the premises shall be supervised by that Guest. Violation of this provision is grounds for immediate removal and Guest will forfeit all monies received by Vantage. Vantage also may cancel this Agreement without refund to Guest if Guest or Guest's family or other invitees intentionally damage the Property, fail to comply with any provision of this Agreement or any applicable law, violate the rules and regulations of any applicable homeowners or condominium association, disturb the peace, become verbally abusive and/or threaten any Vantage employee or contractor, or otherwise act in a manner inconsistent with the good character of the Property and the surrounding neighborhood. In the event the Property becomes uninhabitable subsequent to execution of this Agreement but prior to Guest's Arrival Date, Vantage reserves the right to relocate Guest to comparable alternative accommodations in the same geographic area as the Property, in which case no cancellation will occur.

**B. Cancellations by Guest:**

**i. Guests Staying at Belmont Towers:** In the event a Guest requests a cancellation of this Agreement, Vantage will return the Property to the rental market and use the same efforts to re-rent the Property as Vantage uses for other properties. Under such circumstances: (a) if Vantage is able to re-rent this Property for the same dates of stay for the same amount or greater, Guest will be entitled to a refund of all amounts paid under this Agreement, less a \$150.00 service charge ("Cancellation Fee."); (b) if Vantage is able to re-rent this Property for the same dates of stay, but only for a lesser amount, Guest will be entitled to a refund of all amounts paid under this Agreement, less the \$150.00 Cancellation Fee, and less the difference between

the amount of the original booking and the amount for which Vantage was able to re-rent the Property; and (c) if Vantage is unable to re-rent this Property for the same dates of stay, Guest will forfeit the full rental amount called for under this Agreement.

**ii. Guests Staying at all Other Properties:** In the event a Guest requests a cancellation of this Agreement, Vantage will return the Property to the rental market and use the same efforts to re-rent the Property as Vantage uses for other properties. Under such circumstances: (a) if Vantage is able to re-rent this Property for the same dates of stay for the same amount or greater, Guest will be entitled to a refund of all amounts paid under this Agreement, less a penalty of sixteen percent (16%) of the total amount due under this Agreement, and less Vantage’s prevailing Processing Fee, as referenced on receipt for this transaction; (b) if Vantage is able to re-rent this Property for the same dates of stay, but only for a lesser amount, Guest will be entitled to a refund of all amounts paid under this Agreement, less a penalty of sixteen percent (16%) of the total amount due under this Agreement, less the Processing Fee, and less the difference between the amount of the original booking and the amount for which Vantage was able to re-rent the Property; and (c) if Guest requests a cancellation of this Agreement thirty (30) days or more in advance of the Arrival Date, and Vantage is unable to re-rent this Property for the same dates of stay, Guest will forfeit one-third (1/3) of full rental amount called for under this Agreement, plus the Processing Fee. If, however, Guest requests a cancellation of this Agreement less than thirty (30) days in advance of the scheduled Arrival Date, and Vantage is unable to re-rent this Property for the same dates of stay, Guest will forfeit the full rental amount called for under this Agreement.

**iii. All Cancellations by Guest:** All cancellations by Guest must occur prior to the beginning date of their stay, or no refunds will be provided. Nor will a refund be given if Guest refuses to take occupancy of the Property. As such, Vantage strongly recommends that Guest view images of the Property prior to booking their reservation. Rental units managed by Vantage are privately owned and reflect the personal needs and tastes of the individual Owners. For this reason, the furnishings and décor will vary according to each owner’s desires, and no refunds will be given based on complaints concerning the Property’s furnishings or décor. Vantage will endeavor to address any equipment malfunction promptly on behalf of Owner (such as televisions, VCRs, microwaves, etc.), but no refunds will be given as a result of the malfunction of such equipment - even if a repair or replacement is not available. No refunds will be given for inclement weather (including hurricanes or other acts of nature) or any other matter which may inconvenience Guest’s stay at the Property but which is beyond the control of Vantage or of Owner. For this reason, Vantage strongly suggests that Guest purchase the Travel Protection is offered above in Section 21. In addition, no refunds will be provided for any actual or alleged inconvenience experienced by Guest as a result of any inconvenience resulting from construction or special events pursuant to Section 18 above, or in the event the Property’s pool is not open during Guest’s stay, pursuant to Section 11 above.

**By signing below, Guest agrees to the terms and conditions of this Lodging Agreement, including the cancellation policy listed immediately above in Section 30.**

**GUEST:** Sign: \_\_\_\_\_  
Print: \_\_\_\_\_  
Date: \_\_\_\_\_