



**LEGACY DISNEY CONDO – VACATION RENTAL SHORT-TERM LEASE AGREEMENT**

**GENERAL INFORMATION**

This Vacation Rental Short-Term Lease Agreement constitutes a contract between the undersigned person (“you”) and Paranal Hill Investments LLC (“Legacy Disney Condo”). Please ensure you read, understand and agree to the following terms and conditions pertinent to your vacation rental. If you have any queries do not hesitate to contact us. They may seem comprehensive, but are there to safeguard you as our guests.

Whilst we reserve the right to increase or decrease accommodation prices at any time, we will confirm to you the current price at the time of booking. As soon as you have confirmed your booking and paid your deposit or full payment, the cost of the rental is guaranteed against any further increase, (unless these increases are brought about by government action). This guarantee is offered subject to our conditions of payment being adhered to and providing that you do not make any further amendments to your holiday.

Your holiday condo rental includes accommodation as booked, including services (water, electricity, wireless Internet, cable TV) and use of Legacy Dunes common facilities (pools, gym, club house, tennis court, etc.). Phone calls to continental US and Canada are free, all other calls or services requested over the phone will be charged against your security deposit. Please see instructions on the phone for dialling out. US taxes, currently at 13% rate are not included in our published prices but have to be paid in full together with the rental. There are no extra fees associated with the payment method, except those noted below, but bank fees will be deducted from any eventual reimbursement to you.

In the event of any term in this agreement, or any sentence, clause, paragraph, phrase or word thereof is determined invalid or unenforceable, all remaining provisions or portions thereof shall be and shall remain in full force and effect.

The rental of the condo is strictly for short-term vacation use. It is explicitly not intended for permanent housing purposes and the rental period cannot be extended over the agreed dates without a new written agreement between the parts. The maximum extension is 180 days and you cannot make the condo your sole residency.

**NOT INCLUDED IN OUR RENTAL PRICES:** A) FLIGHTS. B) CAR HIRE: C) HOLIDAY INSURANCE. D) TAXES

**1. BOOKING AND PAYMENT**

- 1. **DEPOSIT** To confirm the booking, a deposit of USD 200 per rental week or fraction thereof will be billed to you on receipt of the completed and signed booking form. Upon clearance of your payment, the booking is confirmed. We will send you a confirmation letter and you must check it carefully and raise any queries immediately. If your flights are not confirmed at the time of booking the condo, you must let us know as soon as they are confirmed. This is important to avoid overlaps in booking.
- 2. **PAYING YOUR BALANCE** The balance of the rental fee is due at least 60 days prior to the commencement of the rental period. We reserve the right to treat the booking as cancelled if we do not receive the balance by the due date.
- 3. **HOW TO PAY** You can pay by wire transfer to our US bank account, credit card (Visa, Master Card, American Express or Discover) or PayPal. Upon the reception of the signed Booking Form and this Terms and Conditions document, we will send you our bill for the deposit and detailed instructions on how to proceed with the payment.

**2. FEES** As a general rule we do not charge any additional fee to your payments, but there are some exceptions. Please see the following detail based on the payment method.

PAYMENT METHOD	FEES CHARGED
Credit card	<b>No fees charged</b> (Except on charges in excess of the security deposit – See SECURITY DEPOSIT section below)
PayPal	<b>No fees charged</b> (Except on charges in excess of the security deposit – See SECURITY DEPOSIT section below)
Wire transfer to our US bank	<u>We do not pass to you the fees charged by our bank</u> , but your bank normally will charge a fee for the transfer, and that <u>has to be paid by you</u> . On international transfers, sometimes there is a middle bank in the operation that deducts some amount from the money transferred. <u>You have to insure that the total amount due reaches our account</u>
Reimbursements from us to you	We deduct a fee of USD 35 to cover bank fees charged by our bank. This does not apply on the security deposit reimbursement when there are no charges against it.

**3. CANCELLATION** In the event that you cancel your booking for any reason whatsoever, the following charges will apply.

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PERIOD PRIOR TO RENTAL START	CANCELLATION FEES CHARGED
More than 60 days	0% No charges – Full refund
Between 30 and 60 days	50% of amount paid
Less than 30 days	100% of amount paid

To any reimbursement made to you, except on the security deposit reimbursement when there are no charges against it, we will deduct the amount of USD 35 to cover bank fees. In all cases, every effort will be made to re-let the property and if this is achieved, only the deposit will be forfeited.

If, through circumstances beyond our control, it is necessary for us to cancel (which would be wholly exceptional) then we will refund the initial deposit and any other monies paid, without interest or further compensation.

We accept no responsibility whatsoever, and no payment or other compensation will be payable, if cancellation or changes to the terms of booking are brought about, or become necessary, due to war or threat of war, riot, civil commotion, terrorist act, industrial dispute, natural disaster, fire, flood or adverse weather conditions or nuclear incident or any other matter out of our control. In addition, we will not be responsible for closure or congestion of airports, technical problems with transportation or cancellation or schedule changes by carriers whether scheduled or charter.

4. **ALTERATIONS TO BOOKINGS** If, after your booking has been accepted, you wish to alter your arrangements, we will do all we can to help but an administration fee of USD 50 per booking/alteration will be charged.
5. **RENTAL PERIOD** The rental period of the property begins at 4PM on the day of arrival. The property must be vacated by 10AM on the day of departure, unless otherwise agreed. Failure to comply may result in an additional charge levied against your security deposit for late departure.
6. **MANAGEMENT COMPANY** Our property is managed in Florida by a company that is in charge of the set-up and cleaning of the condo before your arrival. They are also your first contact for help, questions and for solving any inconvenience related with your accommodation during your stay in our condo. Instructions on how to contact them in case of need are included in your welcome folder in the condo. This does not mean we owners are not available to you any time. Please feel free to contact us if you require any additional help. You are our guests and our first aim is to provide you the best environment for your holidays.
7. **SECURITY DEPOSIT** A Security Deposit of USD 250 is required 30 days before your rental starts to cover any breakage/damage to the condo and its content / equipment, extra cleaning fees or excessive use of utilities during your stay. If the charges against the Security Deposit are in excess of USD 250, the difference, plus all payment fees, will be billed to you. The Security Deposit will be refunded in full within two weeks of your departure after a satisfactory status report has been received from our Management Company. To avoid problems, please read carefully the operating instructions provided in the condo for the washing machine, dryer, dishwasher, microwave oven, TVs, DVD players, Internet WiFi connection, safe box, etc. If you have any question, please contact our management company.
8. **OCCUPANCY** **The Grand Legacy** condo provides accommodation for up to six guests (Two in the main bedroom, two in the second bedroom and two in the sofa bed in the living room) and **The White Dunes** for up to four guests (Two in the main bedroom and two in the second bedroom). This maximum occupancy should not be exceeded. This number includes adults and children. We will require that any number of persons in excess of these numbers vacate the property, and it is an express term of this agreement, that the guest accepts, that if the excess number are not removed immediately, the contract is breached, and terminated without compensation or any other payment. The guest and all the members will be required to vacate the property. We are very serious about maintaining a family atmosphere for the quiet enjoyment of our guests. We rent to family groups, couples and responsible adults. We will not rent to anyone under 25 years of age, and reserve the right to refuse any booking without explanation. The person checking in must be the qualified person who is renting the property. The qualifying person must show identification upon check-in. The qualifying person renting the property is responsible for the conduct of all guests and other occupants, and must occupy the property for the full term of the reservation. Guests under 25 years of age must have direct adult supervision at all times when on rental premises. Absolutely no loud parties or illegal activities are allowed. Owners or their agents reserve the right to enter the rental property anytime to investigate disturbances, occupancy and/or damage. Any violators will be evicted without refund.
9. **SOFA BED** Please note that the dimensions of sofa bed in **The Grand Legacy** are 70" long by 60" wide (178 cm x 153 cm), this size allows two children, two small-bodied adults, or one large adult to sleep comfortably there. It could be not adequate for two large-bodied adults, please plan the sleeping accommodations for your party accordingly. We accept no responsibility or complain regarding the size of the sofa bed.
10. **SUB – LETTING** Because this is a private condo with a private lease, there can be no credit given in case of early departure, and there will be no sub-letting or assignment by the guest without the prior written consent.
11. **SAFETY** The owners of the property or their agents cannot accept any responsibility whatsoever and howsoever caused for injury or damage caused as a result of the use of the Legacy Dunes common facilities (pool, gym, playground, etc.), the surrounding area and the facilities of the condo. It is the responsibility of an adult member of the party, to ensure that children are always properly supervised especially in the pool area. Children ARE NOT permitted



- in the pool unattended. No glassware is to be taken to the pool area. Children younger than 13 years old ARE NOT permitted in the gym. Minors between 13 and 17 years old can use the gym under the supervision of an adult.
12. **INSURANCE** It is the guest's responsibility to take out appropriate insurance to cover all aspects of their trip, and to ensure that passports, visas and other documents are in order. Although most hospitals must treat emergencies, thereafter medical care can be extremely expensive, and we urge you to ensure that all members of your party have appropriate insurance and that you have proof of that readily available. The owners are not responsible for any accidents, injuries or illness that occurs while on the premises or its facilities. The homeowners are not responsible for the loss of personal belongings or valuables of the guest. By accepting this reservation, it is agreed that all guests are expressly assuming the risk of any harm arising from their use of the premises or others whom they invite to use the premises.
  13. **PARKING** Parking for two (2) cars is allowed in designated areas only. Gate passes are located inside the unit and must be returned to the unit before Guest leaves. Parking on the road is not permitted. Any illegally parked cars are subject to towing; applicable fines/towing fees are the sole responsibility of the vehicle owner.
  14. **FORCE MAJEURE** The owners of the property or their agents will not be liable, or provide refunds, for loss or delays occasioned by any of the following: Strikes, riots, political unrest, hostilities, war or threat of war, terrorist activity, industrial disputes, fire, flood, technical / weather problems with transport, aircraft grounding, closure of airports or ports, illnesses, mandatory hurricane evacuations, weather conditions or any other event beyond the owners or their agents control.
  15. **POOL HEATING** The main pool of Legacy Dunes Resort is heated by a combined system of solar panels and heat pumps. This kind of heating, like any other pool heating system, cannot guarantee the actual temperature of the water in the pool. This is dependant on many factors, including the ambient temperature, general weather conditions and number of people using pool. In severe conditions, Legacy Dunes Resort management may not be able to use the pool heating at all. We cannot, therefore, guarantee that pool heating will actually heat the pool water to a degree, comfortable enough to swim in. You must also be aware that, outdoor pool heating will at best, only take the chill off the water and heat it slightly. It will not take the temperature to that of an indoor tub or spa.
  16. **ACCURACY OF INFORMATION** All information in this document and our web site is accurate to the best of our knowledge, at the time of dispatch. The closure of any facility or withdrawal of any attractions, service of facility mentioned herein, or provided by Legacy Dunes Resort by reason of factors beyond our reasonable control, is not a matter for which we accept any responsibility
  17. **PETS** No pets allowed. **ZERO TOLERANCE**, any evidence of a pet(s) found in your unit or on the premises, will result in your being asked to vacate immediately with no refund of rent. Guest may also be charged an additional fee of USD 200 for deep cleaning, to be deducted from the security deposit.
  18. **SMOKING** No smoking allowed inside the condo. If any damage is caused by smoking, this will be deducted from the security deposit. Also, if any evidence of smoking is found in the unit, you will be charged an additional fee of USD 200 for deep cleaning, to be deducted from the security deposit.
  19. **DAMAGES** Guest has to notify the owners or property manager for any loss or damage to the home or its contents during guest's stay. Owners or property manager has the authority to inspect the property during guest's stay.
  20. **CONDOMINIUM RULES AND REGULATIONS** The Condominium Rules and Regulations, found in Appendix A, are integral part of this agreement and the guests are fully and solely responsible for any claim raised by the Condominium Association for any breakage of the Rules and Regulations by the guest, one of his/her party members or any other person invited by the tenant during the term of this agreement. If any term of this agreement is more restrictive than a clause in the Condominium Rules and Regulations document, the term in this agreement will prevail.
  21. **JOINT AND SEVERAL LIABILITY** All guests and owners shall be jointly and severally liable for all terms and conditions set forth in this agreement, within the competence of each one.
  22. **TENANT'S PERSONAL PROPERTY** Tenant shall be solely responsible for any thefts, acts of vandalism, or other damage or loss of personal property which may occur during the course of this agreement, whether said damage or loss be the property of the tenant or any other person invited in by the tenant, unless such damage is specifically caused by the negligence or incompetence of the owners or the owners' agents. This also applies to the tenant's owned or rented vehicle(s) while parked or in motion within the gated area of Legacy Dunes resort.
  23. **SAFE** At **The Grand Legacy** we provide a hotel type safe for the convenience of our guests. We do not accept any responsibility on theft, lose or damage on the guests' personal property kept in the safe during their stay. You leave your belongings into the safe under your total responsibility. The lock of the safe operates by a credit card or a numeric password. Please read carefully the operating instructions. In case you forget the password, call our Management Company for help. If we have to open the safe for you with our override keys, and no failure of the safe is found, then an "open fee" of 50 USD will be charged against your security deposit. We suggest to empty the safe the night before of your check-out to avoid any possible last minute inconvenience. In any case, when you check-out, leave the safe door open.
  24. **FRONT DOOR LOCK** The front door has a combination lock. The password will be sent to you one week before your arrival. If you forget the password during your stay, call our Management Company to get the password on the phone. If we have to go to the condo to solve your lock-out problem, and no failure of the lock is found, you will be charged



- USD 50 against your security deposit. Please be sure to properly close and lock the front door and all windows every time you leave the condo, including when you check-out.
25. **FAILURE OF EQUIPMENT** In the event of any condo equipment fails to work, please notify the owners or property management company, and repairs will be made. Guests, however expressly waives and relinquishes any rights or claims for maintenance, repair, or defect including owners' or agent's or manager's ordinary negligence. All personal property of guest kept on the premises is at risk of the guest. There will be no refund of all or part of the rental amount for any failure of any of the equipment to work. No compensation or refund will be given for inclement weather, temporary outage of electricity, gas, water, and cable, Internet or telephone service. Outages shall be reported immediately and all efforts will be made to have them restored as soon as possible.
  26. **SELF CATERING Legacy Disney Condo** is a self catering accommodation. We provide a complimentary welcome basket with some amenities, like starter soap, toilet paper, and trash bags. Once these items are used, it is the Guest's responsibility to replenish them.
  27. **NO DAILY HOUSEKEEPING SERVICE** While linens and towels are included in the unit, daily maid service is not included in the rental rate. We do not permit any bath towels or linens to be taken from the units, however, there are beach towels provided that can be taken poolside and brought back. Please make sure that any beach towels that are taken poolside are returned to the unit.
  28. **BALCONY** The hanging of bathing suits, towels or clothing in the balcony is not permitted. Fire department regulations prohibit the use of any open flame grills on balconies. Legacy Dunes Resort provides a dedicate area for BBQ.
  29. **CLEANING** A standard move-out cleaning fee of USD 75 will be added to your balance payment. If the property is left in a condition that requires more than standard move-out cleaning, an extra amount will be deducted from the security deposit. Our cleaning is mainly stripping and remaking of the beds with fresh linens, restocking fresh towels, light dusting, vacuuming and mopping of floors, cleaning and sanitizing bathrooms. You should left the kitchen clean and in order, no dirty dishes, oven or stove. Please clear out refrigerator and empty dishwasher. If the property is left in an unreasonable condition and extensive cleaning is required, this extra cleaning cost will be deducted from your security deposit. Guest agrees to leave unit in the same condition as found. Furniture must be in the same location as when you arrived; sofa bed folded and closed and TV, Cable control unit and DVD player remotes placed close to each corresponding unit. All trash (water bottles, boxes, bags etc) must be picked up and put out for the trash during your stay and upon departure. The A/C should be set to the values recommended in your welcome folder.
  30. **WATER SYSTEM** The water system is very effective; however, it will clog up if improper material is flushed. **DO NOT FLUSH** anything other than toilet paper. No feminine products or diapers should be flushed at anytime. If it is found that feminine products or diapers have been flushed and clog the water system, you could be charged damages of up to two hundred US dollars (USD 200). Please ensure that only organic materials are run through the kitchen's sink garbage disposal. Water is to be running while garbage disposal is engaged. If it is found that any non organic items have jammed the disposal, you could be charged damages of up to two hundred US dollars (USD 200)
  31. **ELECTRONIC CARD FOR ENTRY TO COMMUNAL POOLS, TENNIS COURT, GYM, ETC** The card is kept in the pantry in the kitchen. Please ensure that this is replaced after use. If after departure the card is missing a fee of USD 50 will be charged for the replacement, which we have to obtain from our Home Owners Association. Any queries you can speak to our management company regarding access.
  32. **ELECTRONIC CARD FOR THE CAR GATES** The same card is used to open the car gates on entry (no need for it on exit). Please be sure to use the IN gate to enter and the OUT gate to exit. There are fire kill spikes in place to prevent misuse of the gates. The owners and the owner's agent do not accept liability for any damage to your car caused for improper entry or exit.
  33. **UTILITIES** If you call DIRECTORY ASSISTANCE specifically request NOT TO BE CONNECTED before asking for the number as these calls are VERY EXPENSIVE and CHARGEABLE TO THE GUEST. All additional costs through Directory Assistance will be deducted from the security deposit. This includes any movies ordered and unreasonable utility use. Please maintain all windows and front door closed, and follow the instructions for the optimal settings for the air conditioning, included in your welcome folder.
  34. **CONSTRUCTION / MAINTENANCE DISCLAIMER** Florida (Orlando / Kissimmee) is a rapidly growing state and it is difficult to predict which areas are likely to be "construction free" at any given time. Legacy Dunes Resort where our condo is located, has been fully completed, however, we cannot guarantee that there will be no maintenance building work in the area. We will make every effort to inform you at the time you make your reservation if the development maybe undergoing any maintenance, at the time of your arrival. If this is a concern to you please discuss this with us and we will endeavour to describe the current state of affairs. Therefore **NO REFUNDS** will be issued due to building maintenance and repairs.
  35. **COMPLAINTS** In the unlikely event you should experience a problem or have a complaint with our condo, or its facilities, please telephone the management company immediately, to enable them to investigate and attempt to resolve the issue. If you are still dissatisfied with the outcome, please send your complaint to our email on your return from your holiday and within 14 days of the end of your holiday. Please remember, we are only human and cannot attempt to put something right we if we are not aware of the problem. As you will see our condo is our pride and joy and would ask you to take the same care as you would your own home.



36. **LIMITATION OF LIABILITY** The owners, management company or agents do not accept liability for personal injury, accidents, loss and damage to persons or personal effects howsoever caused. We will not be responsible for any delays or loss of personal property suffered in the event of property being left insecure when unoccupied, or for any expenses incurred for any reason including changes caused by Force Majeure. Please ensure adequate insurance cover before you travel.
37. **FLORIDA WEATHER** Florida is a tropical country and therefore experiences occasional extreme weather conditions; including thunderstorms, lightening and heavy rainfall. Storms are common in the rainy season June – October. If you do experience a bad thunderstorm, do not swim in the pool. Turn off TV's, Videos, Electronic games, Computers, etc. and wait for the storm to pass. As the weather is totally out of our control, no refunds will be issued due to adverse weather conditions.
38. **FLORIDA WILDLIFE** Due to the climate, Florida does have lots of wildlife not found in other areas. The heat and rain often brings bugs, insects and ants. To prevent these creatures entering the condo always clear away all scraps of food from the balcony, kitchen worktops and floors. Store most food in the sealed containers provided and place in the fridge as this is sealed. Store other food in the high cupboards and not the floor level cupboards. Make sure all external doors and windows are kept closed at all times as some of these bugs fly and can get in through any opening. No doors or windows need to be left open as it is fully air conditioned throughout (open doors and windows also hinder the operation of the air conditioning and can cause major damage due to hot air hitting the operating system!) We have a sophisticated 'bug control' system, which should keep the pests who still manage a visit under control. However, if you feel they are worse than you would expect, please contact the Management Company immediately.
39. **ACCESS** Once the full balance has been paid, one week before the commencement of you rental, you will be issued with detailed directions, and the combination for the front door lock of the condo.
40. **INTERNET ACCESS** The "Wi-Fi / Wired Internet Connection Terms and Conditions of Use" are included in the Appendix B of this agreement and are part of it.

**Disclaimer:** We are not affiliated with, nor do we represent our rental venue as being in any way affiliated with The Walt Disney Company. We use the term Disney strictly as a geographic reference point in Orlando Florida. We have no affiliation with Walt Disney World or The Walt Disney Company in any way. Please be aware that we use the term Legacy Disney Condo as a reference point in Orlando Florida where our vacation condo is located and in no way have we ever insinuated, or implied to our web site visitors or to our resort guests that we have any association or affiliation with Walt Disney Company or Walt Disney World.



## Appendix A

### LEGACY DUNES CONDOMINIUM ASSOCIATION, INC.

#### RULES & REGULATIONS

ADOPTED BY BOARD RESOLUTION ON JANUARY 22, 2015

**These Rules and Regulations will apply equally to Unit owners, occupants, their families, guests, domestic help and lessees. Each Unit shall be used for multi-family residential and accessory uses only, all in accordance with, and only to the extent permitted by, applicable county, state and federal codes, ordinances and regulations.**

#### **I. LEASING OF UNITS**

1. Leasing shall be permitted and each lease shall be in writing and shall specifically provide (or, if it does not, shall be automatically deemed to provide) that a material condition of the lease shall be the tenant's full compliance with the covenants, terms, conditions and restrictions of this Declaration (and all Exhibits hereto), the Master Covenants and with any and all rules and regulations adopted by the Association from time to time (before or after the execution of the lease and/or any modifications, renewals or extensions of same). The Unit Owner will be jointly and severally liable with the tenant to the Association for any amount which is required by the Association to repair any damage to the Common Elements resulting from acts or omissions of tenants (as determined in the sole discretion of the Association) and to pay any claim for injury or damage to property caused by the negligence of the tenant and special Assessments may be levied against the Unit therefore. (No portion of a Unit other than an entire Unit may be leased).

#### **II. COMMON ELEMENTS AND LIMITED COMMON ELEMENTS**

1. The sidewalks, entrances, passages, vestibules, stairways, corridors and all of the Common Elements must not be obstructed or encumbered or used for any purpose other than ingress and egress, to and from the premises; nor shall any carriages, bicycles, shopping carts, chairs benches, tables or any other object of a similar type and nature be stored therein. Children shall not play or loiter in halls, stairways, or other public areas. Exterior Unit doors must not be blocked or otherwise left open. The personal property of all Unit Owners shall be stored within their Condominium Units or assigned storage areas.
2. No inflammable, combustible or explosive fluid, chemical or substance shall be kept in any Unit or Limited Common Element assigned thereto or storage area, except such as are required for normal household use.
3. No supplies, milk bottles or other articles shall be placed in the halls or on the staircase landings, nor shall any linens, cloths, clothing, curtains, rugs, mops or laundry of any kind, or any other articles, be shaken or hung from any of the windows or doors, or exposed on any part of the Common Elements. Common Elements shall be kept free and clear of rubbish, debris and other unsightly material.
4. Refuse and bagged garbage shall be deposited only in the area provided therefore. In this regard, all refuse must be bagged in sealed garbage bags.
5. The exterior of the Condominium Units and all other exterior areas appurtenant to a Condominium Unit, including, but not limited to, ceilings or doors, shall not be painted, decorated or modified by a Unit Owner in any manner without the prior consent of the Association.
6. Other than a United States flag respectfully displayed, nothing, including, but not limited to, radio or television aerials or antennas, signs, notices or advertisements, awnings, curtains, shades, window guards, light reflective materials, hurricane or storm shutters, ventilators, fans or air conditioning devices, or other items shall be attached or affixed to the exterior of any Unit or exposed on or projected out of any window or door of any Unit without the prior written consent of the Association. No one shall alter the outside appearance of any window of any unit without the prior written consent of the Association. The consent of the Association to all or any of the above may be withheld on purely aesthetic grounds within the sole discretion of the Board of Directors of the Association.
7. No Solicitors are to be permitted on the condominium Property at any time except by individual appointment with residents.
8. Food and beverages may not be consumed outside of a Unit, except in such areas as are designated by the Board of Directors of the Association.
9. The use of gas-fired or charcoal-fire cooking grills is prohibited.
10. The use of Skateboards or Roller-blades is prohibited in common areas.
11. Fireworks are not allowed in any interior or exterior portion of the Association property.
12. Birds/Wildlife: Active or passive feeding of birds or other wildlife from a window, terrace, patio or lanai area is strictly prohibited. Violations will be subject to a fine.
13. Smoking is not permitted in any indoor Common Area. Smoking within outside common areas is permissible; smoking materials must be placed in the provided receptacles. Smoking on a terrace, patio or lanai area requires that the Unit Owner provide a receptacle for disposing of cigarette butts, cigar butts or any other smoking material. Unit Owner is responsible for damage caused by any smoking materials.
14. Unit Owners are responsible for any damages to the Common Elements or Limited Common Elements caused by themselves, their family, guests, invitees, servants, lessees and persons who are on the Condominium Property because of such Unit Owner.
15. Porches, Patios and Balconies shall be kept free and clear of any personal property other than a reasonable amount of



outdoor furniture, household plants and any U.S. or armed forces flags that are displayed in compliance with the rules and regulations as well as Section 718.113, Florida Statutes. Porches, Patios and Balconies shall not be used for storage of any items whatsoever and shall be kept free and clear of garbage, rubbish, debris and all other unsightly materials.

### **III. UNITS**

1. No interior of a Condominium Unit shall be altered in any manner as such would have any effect on the structural elements of the building or its electrical, mechanical, plumbing or air conditioning systems or on any of the Common or Limited Common Elements without the prior consent of the Association.
2. All Maintenance repair; and replacements of, in or to any Unit and Limited Common Elements appurtenant thereto, whether structural or non-structural, ordinary or extraordinary, foreseen or unforeseen, including, without limitation, maintenance, repair and replacement of windows, window coverings, interior non-structural walls, the entrance door and all other doors within or affording access to a Unit, and the electrical (including wiring), plumbing (including fixtures and connections), heating and air-conditioning equipment, fixtures and outlets, appliances, carpets and other floor coverings, all interior surfaces and the entire interior of the Unit property belonging to the Unit Owner, shall be performed by the Owner of such Unit at the Unit Owner's sole cost and expenses.
3. No Unit Owner shall make or permit any disturbing noises in the building by himself, his family, servants, employees, agents, visitors, and licensees, nor do or permit anything by such persons that will interfere with the rights, comfort or convenience of other Unit Owners. No Unit Owner shall play upon or suffer to be played upon any musical instrument, or operate or suffer to be operated a television, radio or sound amplifier in his Unit in such a manner as to disturb or annoy other occupants of the Condominium. All parties shall lower the volume as to the foregoing after 10:00pm of each day. No Unit Owner shall conduct or permit to be conducted vocal or instrumental instruction at any time.
4. No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, or upon any part of the Condominium Unit or Condominium Property by any Unit Owner or occupant without written permission of the Association or otherwise provided in the Declaration.
5. A Unit Owner shall not cause or allow improvements or physical or structural changes to any Unit, Limited common Elements appurtenant thereto, Common Elements or Association Property, including, but not limited to, painting or other decorating of any nature, installing or altering any electrical wiring or plumbing systems, installing television antennae, satellite dishes, electronic devices, transmitting and/or receiving equipment, machinery, or air-conditioning units, which in any manner change the appearance of any portion of the Building or the exterior of said Unit, without obtaining the prior written consent of the Association. Curtains, blinds, shutters, levelers, or draperies (or linings thereof) which face the exterior windows or glass doors of Units shall be white or off-white in color and shall be subject to disapproval by the Association, in which case they shall be removed and replaced by the Unit Owner with items acceptable to the Association.
6. The Association may retain a passkey to all Units. In lieu of a passkey, the Association shall have a duplicate key. In the event the Unit Owner fails to supply either a pass-key or duplicate key, and entry into the Unit by the Association is permitted in accordance with the Declaration, Articles, By-Laws or these Regulations, the Association shall not be responsible for any costs or expenses incidental to a forced entry into the Unit. The agents of the Association and any contractor or workman authorized by the Association may enter any Unit at any reasonable hour of the day for any purpose permitted under the terms of the Declaration of Condominium or By-Laws of the Association. Nothing herein shall relieve the Association of its duty of ordinary care in carrying out its responsibilities, nor from its negligence or wilful activities that caused damage to a Unit Owner's property.
7. A Unit Owner shall not permit anything to be done or kept in his Condominium Unit which will increase the insurance rates on his Unit, the common Elements or any other portion of the condominium or which will obstruct or interfere with the rights of other Unit Owners of the Association.
8. Hurricane Preparation: In preparation for a named tropical storm or hurricane, balconies shall be cleared of everything upon direction of the Property Manager. A Unit Owner or occupant who plans to be absent during the hurricane season must prepare his Unit prior to his departure by designating a responsible firm or individual to care for his Unit. The Owner must furnish the Association with the name(s) of such firm or individual. If the Management must perform those duties necessary to mitigate further damage to the Unit, other Units or common areas this will result in financial charges to the Owner. This in no way allows Unit Owners to hold Management responsible for damages that may occur during the performance of such duties.

### **IV. PET RESTRICTIONS**

1. Not more than two (2) domesticated pets may be maintained in a Unit provided such pets are: (a) not more than seventy (70) pounds at full growth, (b) permitted to be so kept by applicable laws and regulations, (c) not left unattended on balconies, terraces, patios, private yards or in lanai areas, (d) generally, not a nuisance to residents of other Units or of neighboring buildings and (e) not a pit bull or other breed considered to be dangerous or a nuisance by the Board of Directors (in its sole and absolute discretion); provided that neither the Board nor the Association shall be liable for any personal injury, death or property damage resulting from a violation of the foregoing and any occupant of a Unit committing such a violation shall fully indemnify and hold harmless the Board of Directors, each Unit Owner and the Association in such regard. The following provisions shall also govern any pets on the Condominium and/or Association Property.
  - a. All pets must be on a leash not more than six (6) feet long or carried when outside of the Unit.
  - b. Pets shall only be walked or taken upon those portions of the Condominium and/or Association Property designated by the Association from time to time for such purposes. Under no circumstances shall pets be permitted in the pool area, on the pool deck or in the swimming pool.
  - c. Unit owners shall pick up all solid wastes from their pets and dispose of same appropriately.
  - d. Each Owner shall be responsible for all damage caused by his/her pet.



- e. The maintenance, keeping, boarding and/or raising of pot belly pigs, reptiles, rodents (i.e., mice, gerbils, hamsters) and any other animals, livestock, or poultry of any kind, regardless of number, is expressly prohibited.
- f. Pets may not play or exercise in the corridors, laundry rooms or other portions of the Condominium Property or Association Property, other than the Owner's Unit.
- g. Each Owner agrees to underwrite the cost of necessary extermination in the Owner's Unit or others if Owner's pet is responsible for the infestation of the building or portions thereof.
- h. Each Owner agrees to restrain its pet in an appropriate manner should it be requested either for cause or the result of a justifiable request from the Association (i.e., muzzled when going through public areas).
2. Any landscaping damage or other damage to the Common Elements caused by a Unit Owner's pet must be promptly repaired by the Unit Owner. The Association retains the right to effect said repairs and charge the Unit Owner therefore. A violation of the provisions of this paragraph shall entitle the Association to all of its rights and remedies, including but not limited to, the right to fine Unit Owners (as provided in any applicable rules and regulation) and/or to require any pet to be permanently removed from the Condominium Property. No pets shall be maintained in any limited common element parking garage, parking area or storage space.

#### **V. SWIMMING POOLS**

Residents and guests must adhere to the following pool rules. Failure to adhere to the rules may result in the loss of pool privileges and/or a fine.

1. Pool hours are: 6:00am to 10:00pm
2. NO LIFEGUARD IS ON DUTY! Lifeguard or supervisory service is not provided. Even if a monitor is present, anyone using the recreational facilities, including pool, shall do so at their own risk, responsibility and liability.
3. Safety equipment has been provided for emergency use only. Familiarize yourself with the location of these items.
4. Diving is not permitted in any areas of the pool. Running, pushing or boisterous activity in or around the pool areas is also prohibited.
5. Absolutely no radios, tape players, CD players or other electronic devices which produce sound are allowed without earphones or headsets being worn.
6. Pets, glass or sharp objects are not allowed beyond the gates leading to the pool deck. This includes around, near or in the pool.
  - a. If glass debris is found in the pool or a health infraction occurs, the responsible Owner will be liable for the expense of draining, cleaning and refilling of the pool.
  - b. If glass or sharp objects are brought to the pool area and it causes an accident, the responsible Owner will be liable for the cost of any resulting damage or injury.
7. Shower before entering Pool.
8. Persons with open cuts, wounds or rashes may not use the pool. Anyone having a skin disease, sore or inflamed eyes, nasal or ear discharge or any communicable disease may not use the Pool.
9. Each resident is responsible for placing his/her (and guest's) garbage in the trash receptacles prior to leaving the Pool.

#### **VI. FITNESS CENTER**

Residents and guests must adhere to the following Fitness Center rules:

1. All persons using the Fitness Center must do so at their own risk, responsibility and liability.
2. All persons must adhere to all signs posted within the room or on equipment.
3. Hours of the Fitness Center are 6am to 10pm, 7 days a week.
4. Absolutely no radios, tape players, CD players or other electronic devices which produce sound are allowed without earphones or headsets being worn.
5. All equipment shall be wiped down after each use with towels that you provide.
6. All equipment is to be used as intended. Weight stacks should be lowered on the equipment to their start positions to avoid striking other plates. Please be considerate of your neighbours and limit use of a particular piece of equipment to 30 minutes if someone is waiting.
7. Report any problem or equipment malfunction to the Property Management immediately.
8. All persons 16 years of age and under must be accompanied by a responsible adult when entering and/or utilizing the Fitness Center.
9. The Association does not employ personal trainers. Residents may use outside personal trainers at their own risk.

#### **VII. TOT LOT**

1. The play area is not monitored nor supervised by any association employees. All persons using the facility must do so at their own risk, responsibility and liability.
2. Food, beverages and glass objects are strictly forbidden in the area.





3. All persons 12 years of age or younger using the facility must be accompanied by a responsible adult when entering and/or utilizing the facility.

#### **VIII. VEHICLES/PARKING**

In order to preserve the integrity of our Community, please abide by the following rules:

1. Park your vehicle in a single parking space. Parking spaces are unassigned and therefore, available on a first come, first service basis to Residents.
2. Only standard size passenger vehicles with legal and current license tags may be parked in the parking areas designated for residents.
3. Parking is not permitted on the grass, curb areas or fire lanes. Double parking is prohibited.
4. All owners, tenants, invitees and guests that will be staying overnight in the condominium more than ten (10) days (cumulative not consecutive) per calendar year ("Residents") must register their vehicles and obtain a parking decal from the Association. Failure to comply shall result in a First Notice of Violation ("First Notice") being mailed, posted on the vehicle or hand-delivered to the Resident which shall provide the Resident a thirty (30) day deadline to register his/her vehicle prior to the vehicle being towed. Fifteen (15) days prior to this deadline, a Second Notice of Violation ("Second Notice") shall be mailed, posted on the vehicle or hand-delivered to the Resident. Three (3) days prior to the deadline, a Final Notice of Violation ("Final Notice") shall be mailed, posted on the vehicle or hand-delivered to the Resident. After the First Notice, Second Notice and Final Notice have all been sent to the Resident and once thirty (30) days has passed since the mailing, posting on the vehicle or hand-delivery of the First Notice, the Association shall have the authority to tow the Resident's vehicle without any further notification. This procedure shall only apply to unregistered vehicles. Management has the right to tow vehicles at the owner's expense without further notice if parked in designated "No Parking", "Red Curbed", or "Handicapped" areas. Management reserves the right to designate parking areas.
5. Have all vehicles repaired off premises, including oil changes.
6. Management has the right to tow vehicles at the owner's expense for the following violation: Broken windshields, expired license plate tags, flat tires, missing essential parts that render the vehicle inoperable or vehicles that appear to have been abandoned. All vehicles that are in violation of this section shall receive a First Notice of Violation ("First Notice") which shall be posted on the vehicle. No less than twenty-four (24) hours later, a Second Notice of Violation ("Second Notice") shall be posted on the vehicle. Twenty-four (24) hours after the Second Notice, the Association shall have the authority to tow the vehicle without any further notification. This procedure shall apply to all violations other than unregistered vehicles.
7. Long Term Parking of Automobiles, Pickup Trucks and Passenger Vans. If an owner chooses to leave his or her vehicle at Legacy Dunes for a protracted period of time, the vehicle must be registered with the Management Office and receive a Permit that is to be prominently displayed in the vehicle's window. When parking, the vehicle must not be parked in a space along the frontage of any building. Failure to observe these rules could result in the vehicle being towed at the owner's expense.
8. Vehicle and parking violations will result in a citation. After two citations, the vehicle will be towed without notice if any of the following situations exist.
  - a. The vehicle is parked in such a manner as to obstruct a fire lane.
  - b. The vehicle is obstructing an entrance, exit, or aisle of the parking lot.
  - c. Vehicle parked in a handicap space without legally required handicap insignia displayed.
9. Moving and the entry of movers and delivery services are limited to between the hours of 9:00am and 4:00pm daily.
10. Trucks
  - a. No trucks larger than pick-ups or vans are allowed on the premises overnight.
  - b. No commercial trucks are permitted in the community except to make deliveries.
  - c. Trucks must adhere to the same parking and roadway procedures as stated for cars in the Community Policies provided herein.
  - d. All trucks not adhering to current vehicles policies or trucks parked improperly will be towed at the owner's expense.
11. Campers, mobile homes, recreational vehicles, trailers or similar vehicles are permitted if they can be placed within the parking space dimensions available and do not hamper the free movement of vehicles around them. They shall be registered with the Property Management Office and shall be assigned a designated parking space for a period of up to 2 weeks. Extension beyond the initial period will require re-registering for additional parking days. There are eight such spaces available on a first come first served basis. Long term parking, more than 90 days, of vehicles described in this paragraph, is strictly prohibited. Failure to maintain the vehicle in an acceptable condition, free of visible, personal belongings and refuse will result in management's request for removal of the vehicle from the premises. In the event the vehicle isn't removed as requested, management will have it removed from the property at the owner's expense.
12. Commercial vehicles, inoperable vehicles of any kind or similar equipment or vehicles, are not permitted to remain in any area of the Community except for the temporary purpose of loading or unloading of passengers or personal property. A commercial vehicle is defined as any vehicle larger than a standard size passenger pick-up or van (e.g. dump trucks or heavy equipment), vehicles that carry or are mounted with equipment used in a profession or employment (e.g. ladder trucks, glass racks, tow trucks, etc.), and vehicles used in the transportation of passengers for commercial purposes (e.g. taxis, mini buses, buses, limousines, etc.).



13. Bicycles shall be stored in the racks provided at the back of the garage buildings. They shall be well maintained in appearance and condition. When stored, they shall be secured with an appropriate and sufficient locking devise. Bicycles left unattended in common areas, including breezeways, shall be collected and held by management personnel until claimed by the owner. The first offense will constitute a warning, thereafter, a fee must be paid in order to reclaim the bicycle.

For the safety of all Residents and visitors, please observe the 10 mph speed limit within the Community and observe all traffic signs.

#### **IX. BASKETBALL COURT**

1. The court is available from 6:00 A.M. until 10:00 P.M. daily for the use of residents and their guests only. Guests must be accompanied by a resident. Proper attire, including shoes, must be worn at all times. Use of the court in leather soled shoes or any other variation of what is considered a street shoe, is strictly prohibited. Damage to the court's playing surface through the use of improper attire is subject to a fine in addition to the cost of necessary repairs to the court. Rollerblades, skates and skateboards are not permitted on the court. No food or glass containers are permitted on the court.

#### **X. TENNIS COURT**

1. The court is available from 6:00 A.M. to 10:00 P.M. daily for the use of residents and their guests. Guests must be accompanied by the resident. Proper tennis shoes and attire must be worn. Use of the court in leather soled shoes or any other variation if what is considered a street shoe, is strictly prohibited. Rollerblades, skates and skate boards are not permitted on the court. No food or glass containers are permitted on the court. If failure to follow any of the rules so set forth shall cause damage to the court, net or screening, a fine in addition to the cost of necessary repairs will be imposed.

#### **XI. OFFICIAL MEMBERSHIP RECORDS**

1. You are responsible for providing up to date and accurate information to the Association. We currently provide online services which allow you to access your information and to correct or update it if needed. See Property Manager if you require assistance. The following information must be provided to the Association:

- a. Current contact information
- b. Current occupant(s) information (Those not on the title or lease residing within a unit 15 or more days)
- c. A Current Lease if Unit is rented
- d. Pet Information

#### **XII. RELATIONSHIP OF RESIDENTS TO LEGACY DUNES EMPLOYEES**

1. Unit Owners and occupants, their families, lessees or guests may not have private work, personal favors or errands conducted during employment hours by the Property Management Company or its employees, employees of the Association, contractors and/or sub-contractors of the Association. The Legacy Dunes Association does not supervise or manage the Property Management Company or its employees, employees of the Association, contractors and/or sub-contractors of the Association after hours. The Legacy Dunes Association is not liable for any work performed by the Property Management Company or its employees, employees of the Association, contractors and/or sub-contractors of the Association after hours.

#### **XIII. OFFICIAL INQUIRES TO THE BOARD OF DIRECTORS**

The handling of all written inquiries made pursuant to Section 718.112(2)(a)(2), Florida Statutes, as amended from time to time, shall be governed by the following:

1. A Unit Owner must mail the written inquiry via certified mail to the Board of Directors. If the written request is not received via certified mail, the Board of Directors has no obligation to respond to the same.
2. The Board shall respond in writing within 30 days of receipt of the written inquiry by:
  - a. Providing a substantive response;
  - b. Notifying the Unit Owner that a legal opinion has been requested. (If a legal opinion is requested, the Board shall, within 60 days after the receipt of the written inquiry from the Unit Owner, provide a substantive response to the inquiry); or
  - c. Notifying the Unit Owner that advice has been requested from the Division of Condominiums. (If the Board requests advice from the Division of Condominium, the Board shall, within 10 days of the receipt of the advice, provide in writing a substantive response to the Unit Owner).
3. The Board shall only respond to one written inquiry per unit in any given 30-day period. Any additional inquiry or inquiries will be responded to in the subsequent 30-day period or periods, as applicable.
4. No inquiry shall be made solely or primarily for the purpose of harassment.
5. No inquiry may have the effect of materially harassing any other person.
6. No inquiry shall seek information subject to a legal privilege.
7. No inquiry may seek information regarding officer, director, agent or employee of the Association that is primarily personal in nature and not directly related to their position or actions as an officer, director, agent or employee of the Association.
8. No inquiry shall ask purely hypothetical or speculative questions that would require the Board to state what would or could have happened if facts or circumstances, not then actually known or available to the Board, had been available and known.



**XIV. INSPECTION/COPYING OF ASSOCIATION RECORDS**

1. Records Defined: The official records available for inspection and copying are those designated by Section 718.111(12)(a), Florida Statutes, as amended from time to time. All official records of the Association must be available for inspection and copying unless such records are exempted records as provided in Section 718.111.

Persons Entitled to Inspect or Copy: Every Member or the authorized representative of the Member shall have the right to inspect or copy the official records pursuant to the following Rules.

Inspection:

- a. A Member desiring to inspect the Association Records shall submit a written request to the Manager of the Association.
- b. No Member shall inspect records more than two (2) times per month and for no more than four (4) hours per viewing. However, the Association has the right to extend this inspection period if it determines, in its sole discretion, that this inspection period is not reasonable for the number of documents to be reviewed.
- c. The Association will not create or generate a document or a report for a Member that it does not maintain in the form requested by the Member, or that it is not required by the statute or the documents to maintain.
- d. Inspection of Association Records will be limited to those records that exist at the time of the request. No request for future documents will be accepted.
- e. The Association will not conduct a records search or research or pick out specific Association Records. The records may be produced in the manner in which the records are maintained in the ordinary course of the Association's business.
- f. All inspections of records shall be conducted at the Association's office or at such other location designated by the Association.
- g. Inspection shall be made Monday through Friday 9:00 a.m. to 4:30 p.m., exclusive of federal, state and local holidays in which the office of the Association is closed.
- h. No unit Owner shall remove original records from the location of inspection. No alterations of the original records shall be allowed.

**The Board of Directors of the Association reserves the right to make additional Rules and Regulations as may be required from time to time. These additional Rules and Regulations shall be as binding as all other Rules and Regulations previously adopted. In the event of any Rule or Regulation heretofore set forth or hereinafter promulgated, or any sentence, clause, paragraph, phrase or word thereof is determined invalid or unenforceable, all remaining provisions or portions thereof shall be and shall remain in full force and effect.**



## Appendix B

### Wi-Fi / Wired Internet Connection Terms and Conditions of Use

Please read the following information carefully before using this service. You may not use the service without accepting these Terms and Conditions of Use.

The high-speed Internet Wired or Wireless system ("Wi-Fi System") is provided at **Legacy Disney Condo** properties. These "Terms and Conditions of Use", govern your rights and responsibilities and our rights and responsibilities relating to the use of the Wi-Fi / Wired System at **Legacy Disney Condo** properties.

#### I. Acceptance of Terms and Conditions of Use

By using the provided wireless / wired Internet connection, you represent that:

1. You have read, understand and agree to the terms of this agreement and
2. You are at least 25 years of age.

If you do not agree to the terms of this Agreement, you may not use the Wi-Fi / Wired System. Your electronic acceptance of the Agreement by connecting to the provided connection has the same effect as if you had actually signed the Agreement. The effective date of this Agreement is the date that you connect to the provided connection.

#### II. Description of Wi-Fi / Wired System/Service Availability

**Legacy Disney Condo** will provide access to the Wi-Fi / Wired System at their properties. This access may not always be operational for reasons out of our control. We will provide you with wireless/wired connection information at the time of check in.

#### III. Fee for Wi-Fi System

The Wi-Fi / wired system at our properties is provided "free of charge" as a value added service to our guests.

#### IV. Access to Internet

**Legacy Disney Condo** does not screen or restrict access to any content placed on or accessible through the Internet. We also do not screen or restrict communications between parties via the Internet. You acknowledge that if you access the Internet you may receive or be exposed to content, goods or services which you consider to be improper, inaccurate, misleading, defamatory, obscene or otherwise offensive. You agree that **Legacy Disney Condo** is not liable for any action or inaction with respect to any such content on the Internet accessible through the Wi-Fi / Wired System provided in our properties.

#### V. Your Responsibilities

You must

1. Provide all equipment (including computer hardware and software, personal digital assistants, wireless network cards, etc.) to connect to the Wi-Fi / Wired System.
2. Comply with local, state, federal and international laws and regulations, including but not limited to copyright and intellectual property rights laws.

You agree to be responsible for and to bear all risk and consequences for

1. The accuracy, completeness, reliability and/or usefulness of any content available through the WiFi / Wired System and
2. All communications that you send or receive via the Wi-Fi / Wired System.

**Legacy Disney Condo** does not undertake the security of any data you send through the Wi-Fi / Wired System and it is your responsibility to secure such data.

#### VI. Acceptable Use Policy

All users of the Wi-Fi / Wired System must comply with this Acceptable Use Policy (AUP). This AUP is intended to prevent unacceptable uses of the internet. **Legacy Disney Condo** does not actively monitor the use of the WiFi / Wired System under normal circumstances.

Similarly, **Legacy Disney Condo** does not exercise editorial control or review the content of any Web site, electronic mail transmission, newsgroup or other material created or accessible over or through the Wi-Fi / Wired System.

However, we may remove, block, filter or restrict by any other means any materials that, in our sole discretion, may be illegal, may subject us to liability or may violate this AUP.

We may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong.

Violation of this AUP may result in the suspension or termination of your access to the Wi-Fi / Wired System.

The following constitute examples of violations of this AUP.

You agree to not use the Wi-Fi / Wired System to:

1. Transmit any material (by uploading, posting, email or otherwise) that is unlawful, threatening, abusive, harassing, tortuous, defamatory, obscene, libelous, invasive of another's privacy, hateful or racially, ethnically or otherwise objectionable.
2. Harm, or attempt to harm, minors in any way.
3. Impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity; forge headers or otherwise manipulate identifiers in order to disguise the origin of any material transmitted through the Wi-Fi /

**Wired System.**

4. Transmit any material (by uploading, posting, email or otherwise) that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under non disclosure agreements).
5. Transmit any material (by uploading, posting, email or otherwise) that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party.
6. Transmit (by uploading, posting, email or otherwise) any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes" or any other form of solicitation.
7. Transmit any material (by uploading, posting, email or otherwise) that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.
8. Interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service.
9. Intentionally or unintentionally violate any applicable local, state, national or international law, or any regulations having the force of law.
10. "Stalk" or otherwise harass another; or collect or store, or attempt to collect or store, personal data about third parties without their knowledge or consent.
11. Resell the Wi-Fi / Wired System.
12. Use the Wi-Fi / Wired System for high volume data transfers, especially sustained high volume data transfers, hosting a web server, IRC server, or any other server.

You understand and agree that we may disclose your communications and activities using the Wi-Fi / Wired System in response to lawful requests by governmental authorities, including Patriot Act requests, and judicial orders.

**VII. Termination**

You agree that **Legacy Disney Condo** may terminate this Agreement and cancel your access to the WiFi / Wired System at any time, without notice and for any reason including, but not limited to, violation of any of the terms and conditions of this Agreement, security or safety reasons, and/or using the Wi-Fi / Wired System to perform any illegal activity.

You further agree that in the event of termination for any reason, **Legacy Disney Condo** will have no liability to you.

**VIII. Modifications**

**Legacy Disney Condo** may, at its sole discretion, modify the terms and conditions of this Agreement, including the AUP, at any time.

**IX. Indemnification**

You shall defend, indemnify and hold **Legacy Disney Condo** and its corporate affiliates and their respective officers, directors, stockholders, employees, contractors, agents, successors, and assigns harmless from and against, and shall promptly reimburse them for, any and all losses, claims, damages, settlements, costs, and liabilities of any nature whatsoever (including reasonable attorneys' fees) to which any of them may become subject arising out of, based upon, as a result of, or in any way connected with, your use of the Wi-Fi / Wired System or any breach of this Agreement.

**X. No Warranty**

The Wi-Fi / Wired Service, where available, is provided on an "as is" and "as available" basis, without warranties of any kind. **Legacy Disney Condo** does not warrant that the services will be uninterrupted, error-free, or free of viruses or other harmful components. Legacy Disney Condo makes no express warranties and customer waives all implied warranties including, but not limited to, warranties of title, non infringement, merchantability and fitness for a particular purpose regarding any merchandise, information or service provided through the provided connection or the Internet generally. Guest expressly acknowledges that there are, and assumes all responsibility related to the security, privacy and confidentiality risks inherent in wireless communications and technology, and **Legacy Disney Condo** does not make any assurances or warranties relating to such risks. No advice given by **Legacy Disney Condo** or its representatives shall create a warranty.

**XI. Limitation of Liability**

**Legacy Disney Condo**, its employees, agents, vendors, and licensors are not liable for any costs or damages arising, either directly or indirectly from your use of the Wi-Fi / Wired System or the Internet, specifically including a any direct, indirect, incidental, exemplary, multiple, special, punitive or consequential damages.