

# Vacation Rental Lease Agreement

## 5523 Park Circle E., West Palm Beach, FL 33405

This agreement constitutes a contract between the guest(s) and Chris Sheehan. Please read this Vacation Rental Lease Agreement thoroughly. Any monies received by Chris Sheehan for occupancy of this vacation rental property indicate the acceptance of the terms and conditions of the Vacation Rental Lease Agreement. It is the responsibility of the guest(s) to be familiar with all policies within this agreement. This rental agreement is entered into by and between the Renter, hereinafter referred to as guest(s), and Chris Sheehan hereinafter referred to as Owner.

**Payment:** A down payment of 50% of the rate is required to hold the unit. The balance is due 30 days prior to arrival. If arrival is in less than 30 days, full payment is due at the time of booking. A \$250 security deposit is also required 30 days prior to arrival. The deposit will be returned within 7 days of departure provided there is no damage to the premises. Confirmation of the reservation will be emailed, faxed or mailed upon receipt of the reservation advance payment.

**Refund Policy:** Owner cannot guarantee against mechanical failure of any appliances, heating, AC, TV, receivers, etc. Please report any inoperative equipment and owner will make every reasonable effort to repair quickly and efficiently. No refunds will be made due to failure of appliances or equipment.

**Cancellation:** If a reservation is canceled 30 days prior to arrival, those who paid the down payment with a check or cash will receive a full refund. Those who paid with a credit card will be subject to a cancellation fee of 5% of the down payment amount. Cancellations that take place less than 30 days prior to arrival will forfeit the down payment.

**Policies:**

- Check In time is at 3 pm and Check Out time is at 10 am.
- This is a NON smoking property. Any guest not adhering to the NO smoking policy will forfeit the security deposit.
- Guests under the age of 21 must be accompanied by an adult guardian or parent.
- Pets need to be authorized by Owner, and a \$50 pet cleaning fee will be required.
- Clean Linens and Bath Towels are included with the rental. Daily maid service is not included.

By signing below, I agree that I am at least 21 years of age and that I will be responsible for the care of this rental property. I understand that Owners assume no responsibility for personal loss, injury, or illness of any kind which may result from use of the premises. Further, I agree to all the terms and conditions of this agreement.

<b>Check In Date:</b>		<b>Check Out Date:</b>	
Rental Cost:		\$	
Security Deposit:		\$ <i>Refundable</i>	
Pet Cleaning Fee:		\$ <i>If Applicable</i>	
<b>Total Cost:</b>		<b>\$</b>	
Down Payment:		\$ <i>50% of the Rental Cost</i>	
Remaining Balance:		\$ <i>Due 30 days prior to arrival</i>	

*If arrival is in less than 30 days, full payment of Total Cost is due.*

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

*Please provide a number where you can be reached during your stay.*

**Payment by Check** (Please make checks payable to Chris Sheehan and mail to the address listed below)

**Payment by Credit Card** (Please mail to below address or email information to [chris@flvaca.com](mailto:chris@flvaca.com))

Credit Card Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Billing Zip Code: \_\_\_\_\_

Security Code: \_\_\_\_\_

Signature: **X** \_\_\_\_\_

Date: \_\_\_\_\_

**PLEASE DIRECT ALL CORRESPONDENCE TO:**

Chris Sheehan • 2539 Old Okeechobee Rd, Suite 6, West Palm Beach, FL 33409  
Cell: 561-714-3007 • Office: 561-689-7887 • Fax: 561-537-7040 • Email: [chris@flvaca.com](mailto:chris@flvaca.com)

# RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

**5523 Park Circle E., West Palm Beach, FL 33405**

*(Please read and sign document. You may email, fax or mail to the address/number listed below.)*

IN CONSIDERATION for being permitted to enter premises and property for vacation rental or any other purpose, the guest(s), for himself/herself, his/her personal representatives, guests, children, heirs, and next of kin, acknowledges, agrees, and represents that he/she has or will immediately upon entering, and will continuously thereafter, thoroughly inspect such areas and his/her continued presence constitutes an acknowledgment that he/she has inspected house, yard and entire property and he/she finds and accepts such areas as being safe and reasonably suited for the purposes of his/her use, and he/she further agrees and warrants that if, at any time, he/she feels anything to be unsafe, he/she and all guests will immediately leave the area and advise appropriate persons.

THE GUEST(S) hereby RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE Chris Sheehan and/or Luke Sheehan and/or Bulldog Marketing Inc. and/or Big E Properties, LLC and/or lessees of the premises, all for the purposes herein referred to as "releasees", from all liability to the guest(s), representatives, assigns, heirs and next of kin for any and all loss or damage, and any claim or demand thereof on account of property damage, illness or INJURY to the person(s), or resulting in DEATH of the guest(s), whether caused by negligence of the releasees or otherwise while in or upon the area. THE GUEST(S) hereby AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releasees and each of them from any loss, liability, damage, or cost they may occur due to their presence in or upon the area and whether caused by the negligence of the releasees, natural risky conditions or otherwise.

THE GUEST(S) hereby ASSUMES FULL RESPONSIBILITY FOR RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of the releasees, or otherwise while in or upon area. THE GUEST(S) hereby certifies that he/she and guests (they) have adequate insurance to cover any injury or damage that may be caused or suffered while in or upon area, or else agrees to bear the costs of such damage or injury. The guest(s) further expressly agrees that the foregoing release, waiver and indemnity agreement is intended to be as broad and inclusive as is permitted by law and that if any provision is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**WARNING:** Use of the pool carries risks that may result in serious injury or death, and unsupervised use by children is prohibited. Elderly persons, pregnant women, infants and anyone subject to heart disease, diabetes, low or high blood pressure, strokes, epilepsy or similar afflictions should not participate in vigorous activity nor enter a pool alone and without consulting their physician. Never use a pool, water toys, or engage in potentially dangerous activity while under the influence of drugs or alcohol. If you are taking medication of any kind, or being treated for any illness, consult your physician prior to these activities. All bathers must shower before AND after use to decrease possibility of skin problems. **Supervise children at all times to decrease risk of injury, death or drowning.**

THE GUEST(S) HAS READ, UNDERSTANDS THE RISKS, AND VOLUNTARILY ACCEPTS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements, or inducements apart from the foregoing written agreement have been made.

Property located at 5523 Park Circle E., West Palm Beach, FL 33405

**By accepting these terms and conditions, I agree that I am at least 21 years of age and that I will be responsible for the care of this rental property. I understand that Owners assume no responsibility for personal loss, injury, or illness of any kind which may result from use of the premises. Further, I agree to all the terms and conditions of this agreement.**

**Signature: X**

**Date:**

**PLEASE DIRECT ALL CORRESPONDENCE TO:**

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