

Gutsykids, LLC

9980 N. Central Park Blvd., Suite 202
Boca Raton, Florida 33428
Managing company for Key Havana Hideaway, Inc.

Vacation Rental Agreement

Please Sign and Return

In consideration of the monies received and mutual promises, contained herein, the Owner of the subject property, through Gutsykids, LLC. hereinafter "Agent", does hereby lease and rent to Tenant the property located in Big Torch Key and under the following terms and conditions. Unit information, rental rate and other financial data is set forth on this lease.

1. ADVANCE RENT PAYMENT. The amount specified as the advance payment sum set forth herein, which includes one-half (1/2) of the gross rental rate, the administrative fee, etc. and this signed lease agreement must be returned to Gutsykids, LLC. within 7 days after the same has been forwarded to you or the reservation will be automatically canceled without notice. This agreement shall not be binding unless and until the Agent has received the amount specified and all checks have cleared the bank

2. BALANCE DUE, including taxes, any handling fee, security deposit and any and all fees for goods or services as shown, must be received by Gutsykids, LLC. Thirty (30) days prior to arrival and may be paid by personal check, money order, cashier's check or accepted credit card. **NO PERSONAL CHECKS OR COMPANY CHECKS WILL BE ACCEPTED WITHIN THE 30 DAY PERIOD PRIOR TO CHECK IN.** A \$25.00 handling fee will be charged for all returned checks. For reservations made less than 30 days from check in, all funds or TOTAL, as shown are immediately due. **ALL RESERVATIONS MUST BE PAID IN FULL PRIOR TO CHECK IN. A VACATION RENTAL AGREEMENT MUST BE SIGNED PRIOR TO CHECK IN.**

3. ALL ADVANCE PAYMENTS, RENT BALANCES, SECURITY/DAMAGE DEPOSITS AND ALL OTHER RECEIPTS FROM TENANT ARE DEPOSITED IN GUTSYKIDS, LLC TRUST ACCOUNT. All Security Deposits will be returned within forty-five (45) days of termination of occupancy, less any deductions.

4. TAXES as required by Florida include the collection of a seven and half percent (7.5%) Sales and Use Tax on all fees for goods and services charged to Tenant and a five percent (5.0%) Lodging Tax on the rental rate. Taxes are subject to change.

5. CANCELLATIONS/TRANSFERS must be in writing and received by Agent. In case of cancellations, 50% of the total rental amount shall be forfeited if cancellation is more than 30 days in advance of the arrival date. If cancellation is within 30 days of the arrival date, 100% of the total rental amount shall be forfeited. If the unit is re-rented for the FULL AMOUNT, any rent and taxes paid will be refunded less a \$50 administrative fee. Transfers occurring from a higher rental rate to a lower rental rate will remain at the higher rental rate unless the original higher rental rate week is re-rented and confirmed. A \$50.00 administrative fee applies to all transfers.

6. TERMINATION. If the Tenant or any member of his party violates any of the terms of this agreement, the Agent may, at the Agent's sole discretion, terminate this lease with no refund of the used portions of the rents unless the property is able to be re-rented, and may enter the premises and remove Tenant, the members of his party and their belongings. Tenant is notified that they will be subject to an expedited eviction procedure pursuant to the "Vacation Rental Act".

7. PETS are not permitted. Violation is grounds for immediate termination with no refunds of rent, tax or deposit.

8. ALL RENTALS ARE TO FAMILIES AND RESPONSIBLE ADULTS ONLY. No high school, college or civic groups, chaperoned or not, are permitted. Violation is grounds for immediate termination. Properties are patrolled on a regular basis. Tenant acknowledges that he/she will personally occupy the property for the entire lease period and will not sublet any portion of the property. Occupancy restricted to the maximum occupancy as set forth in this lease. Violation of any of these terms shall give right to termination. Tenant agrees that the premises shall not be used for any illegal or unlawful purpose. Occupancy and use of the premises and common areas in such a fashion that disturbs or offends other residents shall be deemed grounds for termination. We wish you to have an enjoyable vacation, but you must respect the rights of other guests. **HOUSE PARTIES ARE NOT PERMITTED.**

9. CHECK IN will be after 4:00 P. M. on the arrival date with no early occupancy requests.

10. CHECK OUT on the date of departure will be by 10:00 A. M.

11. FURNISHINGS. The property is equipped and furnished to the Owner's taste and are set up for light housekeeping. Do not re-arrange furniture. Owner will retain \$25.00 from the deposit for moving furniture back. Mattress pads, pillows, blanket, bedspreads, linen, and towels are provided. **TENANTS MUST PROVIDE PAPER GOODS AND CLEANING PRODUCTS.**

12. APPLIANCE MALFUNCTIONS or service requests for air conditioning, televisions, appliances etc..... will be responded to as quickly as possible. There are no rebates or refunds issued to Tenants for any reason as every good faith effort is made to insure the property is maintained to highest standards.

13. CARE OF PROPERTY. Tenant is expected to care for the property as if it were their own. Tenants are notified that the Florida "Vacation Rental Act" provides certain obligations on the Tenant regarding care and use of the property and Tenant agrees to be bound and responsible for the provisions contained therein. In additions, Tenant acknowledges that unless Agent is notified on day of check-in of any damage or cleaning concerns, then thereafter, all damages or concerns to the property during the occupancy will be Tenants responsibility and must be reported to AGENT and paid prior to departure. Rearranging of furniture is not permitted. Tenant must leave the property in a clean condition to include the following: Clean refrigerator. Leave no food or drink in it. Empty all trash/garbage into the outside trash can. Clean stove, range, counter tops, sinks and appliances. Wipe all surfaces so that they are free of grease and food. All dishes washed and put away. All doors and windows closed and locked. All keys returned to the office by check out time. All breakage reported to the office. Cottage must be left the same as you found it. Failure to comply will give the Agent the right to deduct appropriate sums from the special deposit plus a \$25.00 processing fee prior to returning the balance to Tenant. You will be charged for anything on this list that is not completed prior to check out.

14. TELEPHONES are not available.

15. SMOKING IS NOT PERMITTED IN THE HOUSE. It is cause for termination.

16.GRILLING is permitted only on the back of the house. **ABSOLUTELY NO GRILLING ALLOWED ON DECKS, PORCHES, UNDER UNITS OR NEAR WOODED AREAS.** Use of fireworks is prohibited.

17. WATER is a limited resource and request that you conserve as much as you can. Excess water will be charged to Tenant.

18. HURRICANES and other inclement weather are always a possibility. In case of an impending hurricane the contract will be null and all monies will be refunded.

19. LOCKED AREAS for which Tenant is not provided a key, such as owners personal storage areas, are exempt from this lease agreement and are off limits to the Tenant. Forced entry into these areas is cause for immediate termination and Tenant will be charged for damage and/or missing items.

20. IN THE EVENT that the Owner is unable to deliver said property to Tenant under this lease agreement prior to occupancy because of fire, eminent domain, act of nature, double booking, delay in construction or any other reason whatsoever, Tenant hereby agrees that Agent's/ Owner's sole liability as a result of these conditions is a full refund of all consideration previously tendered by Tenant. Pursuant to the terms of this lease, Tenant expressly acknowledges that in no event shall Agent/Owner be held liable for any consequential or secondary damages, including but not limits to, any expenses incurred as a result of moving for any damage, destruction or loss.

21. TRANSFER OF PROPERTY. Should the present Owner transfer title to the real property, which is subject to this lease, the Owner is obligated to disclose to the Grantee certain information regarding existing leases. For rentals which end more than one hundred eighty (180) days after such recording of the interest to Owner's successor in interest, the successor in interest will not be bound for any rents which end more that one hundred eight (180) days after such recording unless they agree to be bound in writing. If such successor in interest does not agree to be bound in writing, you will be notified in writing and will receive a refund of any payments made by you.

22. LOST, STOLEN OR ABANDONED ARTICLES. Neither Agent nor Owner shall have any responsibility for lost, stolen or abandoned items. There will be a \$25.00 plus shipping for any returned items.

23. INDEMNITY. The Tenant agrees to release and indemnify the Owner and his Agent from and against al liability, should anyone be injured upon the premises during the term of the lease, resulting from any cause whatsoever, except in the case of personal injury caused by the negligent act of the Owner, his Agent or the Agent's employees.

24. It is acknowledged that Agent may accept commissions from independent businesses for goods and services pertaining to the property or the tenancy.

25. ACKNOWLEDGMENT. Tenant acknowledges they have reviewed and understand the terms of this lease and agree to be bound thereby.

26. The following people will occupy the premises:

If there is more than one (1) Tenant. Tenants acknowledge that the following person is the one who Agent may deal with:

Date of Reservation: _____

Rental Rate: _____

Reservation Number: _____

Cleaning Fee: _____

Arrival Date: _____

Sales tax (7.5%): _____

Departure Date: _____

Lodging tax (5.0%): _____

Security Deposit _____

Reservation Name: _____

Total: _____

Number of Guests: _____

Credit Card Information

Advanced rental deposit due (50% of total) _____

American Express: Not accepted

Payments: _____

CC# _____

Total Due 30 Days Prior to Arrival _____

CVC (number on back of card): _____

Name on Card: _____

Billing Address:

THIS IS A VACATION RENTAL AGREEMENT UNDER THE FLORIDA VACATION RENTAL ACT. THE RIGHTS AND OBLIGATIONS OF THE PARTIES TO THIS AGREEMENT ARE DEFINED BY LAW AND INCLUDE UNIQUE PROVISIONS PERMITTING THE DISBURSEMENT OF RENT PRIOR TO TENANCY AND EXPEDITED EVICTION OF TENANTS. YOUR SIGNATURE ON THIS AGREEMENT, OR PAYMENT OF MONEY OR TAKING POSSESSION OF THE PROPERTY AFTER RECEIPT OF THE AGREEMENT, IS EVIDENCE OF YOUR ACCEPTANCE OF THE AGREEMENT AND YOUR INTENT TO LEASE THIS PROPERTY FOR A VACATION RENTAL.

TENANT(S) NAME (Please Print): _____ DATE: _____

SIGNATURE: _____

ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____