

NaplesMarco.com Condo Rental by Owner Vacation Rental Agreement

It is agreed this _____ day of _____, 20____, that **TENANT(S)** having an address at:

Address _____

City _____

State _____

ZIP _____

- will rent (check one):
- Falling Waters Condo Unit #1 (Maximum Occupancy 5)
 - Forest Glen Unit #3 (Maximum Occupancy 6)
 - VeronaWalk Unit #5 (Maximum Occupancy 6)
 - VeronaWalk Unit #6 (Maximum Occupancy 6)

located in Naples, FL 34114 from **Leonard Szwajkowski, the OWNER**. This occupancy will be in the form of a Vacation Rental only and not constitute a permanent or primary residence or other tenancy.

Occupancy shall begin on _____, 20____ at 3:00 PM, and terminate (departure date) on _____, 20____ at 10:00AM.

Total Number of Adults: _____

Total Number of Children: _____

The following are the specifics of this agreement:

SECURITY: Security is required in the amount of \$300. It is due and payable 30 days prior to occupancy. Security will be held in a non-interest bearing account. Applicable security will be returned to the **TENANT** within (30) days after termination of this agreement.

All or part of the security may be withheld in the event of property damage and/or excessive utility charges are incurred. In such an instance, the **TENANT** will be notified within (30) days of vacating the property as to the amount withheld and the reason. The security deposit shall in no way be used a rental payment.

PAYMENT: The amount(s) as stated below are due as calculated.

RENTAL AND FEE CALCULATION

| | |
|---|-----------------|
| Rental Rate Per Schedule | \$ _____ |
| Less Discount (If Applicable) | \$ _____ |
| Equals Total Rental Cost | \$ _____ |
| Plus Departure Cleaning | \$ _____ |
| Plus Condo Approval Fee | \$ _____ |
| Plus Golf Membership Fee (Forest Glen Only) | \$ _____ |
| Equals Sub-Total Rent Transaction | \$ _____ |
| Plus 10% Florida Tax | \$ _____ |
| Equals Total Rent | \$ _____ |
| 30% Booking Deposit Now Due | \$ _____ |
| Remaining Balance Due | \$ _____ |
| Plus Refundable Security Deposit | \$ _____ |
| Balance Due 30 Days Before Arrival | \$ _____ |

Payment Method: Check MasterCard/Visa PayPal

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Credit Card #: _____

Expiration: ____ / ____

Name on Card: _____

Billing Address: _____

CHECK-IN/CHECK-OUT: The check-in time is 3:00 PM. The check out time is 10:00 AM. **TENANTS** agree to such time periods so the property can be properly cleaned for the next guest.

CANCELLATIONS: Cancellations must be made in writing. As the **OWNER**, I will immediately put the condo back on the market for rent. If successfully rented, I will refund your money less a 10% calculation fee. If I am unable to rent the property, your payment will be forfeited unless you are paid in full, in which the security deposit will be refunded to you.

ADDITIONAL CHARGES: All "normal" utilities are included. **TENANT** will be charged additional fees for the following:

- Long distance phone charges
- Excess linens left
- Fines or summons imposed by Naples as a result of your actions
- Fines as imposed by the condo association
- Any damage to the condo, garage or contents
- Excessive electricity usage

PETS: There shall be no pets allowed on the premises.

GUEST/PARTIES/NOISE: The **TENANT** must supervise Guest(s) while on the premises. Noise in the condo must be kept a reasonable level as not to cause a disturbance to the neighbors or general public. In no event may the maximum occupancy (as listed on this agreement) be exceeded without written consent.

NO SMOKING POLICY: No smoking is allowed inside of the condo whatsoever.

CLEANING: Leave all used beds stripped and unmade. The last day's towels are to be left in the washer/dryer room. All dinnerware, pots, pans, glasses should be cleaned and the dishwasher empty. Please discard used food from the cabinets and refrigerator. **TENANT** will be charged for excessive linens and / or unwashed dishes. Trash should be removed from the condo and placed in the proper receptacle outside.

MAINTENANCE: It is expected that major systems in and around the condo will break down from time to time such as air conditioning, washer, dryer, refrigerator, etc. **OWNER** will attempt to repair the problem as soon as possible upon notice by **TENANT**. **OWNER** assumes no liability to **TENANT** if such should occur as all products have a useful life and break down occasionally.

ILLEGAL DRUGS: Under no circumstances shall any illegal drugs be allowed on the property. **TENANT** understands that possession and use of any such substance is grounds for immediate eviction and forfeiture of payment. **TENANT** further waives any and all rights to recourse against the **OWNER** for enforcing this clause.

TENANT RESPONSIBILITIES: All occupants are required to perform "Normal" household duties that include, but are not limited to:

- Garbage removal
- Cleaning of individual and guest dishes
- Notification to **OWNER** of any damages or problems with the property
- Locking of all doors when **TENANT** leaves the house

SUBLETTING/ASSIGNING/OCCUPANCY: There shall be no subletting of the premises. The **TENANT** shall occupy and use the premises as a vacation rental only and not use the premises for any business, professional, unlawful or hazardous purpose.

REPAIRS: The **OWNER** must be notified immediately if you discover any item that needs attention. Once notified, I will correct the problem.

TRANSFERRED PRIVILEGES: **OWNER** shall not be responsible for tee times, how the tee times are booked,

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changes in the rates of green fees, changes in the rates of transfer fees, the manner in which transfer fees are handled or any other matter to the foregoing.

SURVIVAL: If any clause or term in this lease is contrary to law, the remainder of the Lease shall remain in full force.

END OF TERM: At the end of the term, the **TENANT** shall leave the premises clean and in good condition, remove all **TENANT** property, repair all unreasonable damages caused during their stay.

HOLD HARMLESS AND INDEMNITY: **OWNER** of rental property shall not be liable for any damages and/or injury to **TENANT** and/or their guest(s), or their personal property due to **TENANT'S** acts, actions or neglect. **TENANT** agrees to hold **OWNER** harmless against any claim for damage and/or injury due to **TENANT'S** act or neglect or **TENANT'S** guest act or neglect.

OCCUPANTS: The occupancy of the house is limited to the number of persons listed on the lease. If **TENANT** exceed the maximum occupancy, **TENANT'S** and any and all guests are subject to immediate removal and forfeiture of their security deposit and rental payment.

QUIET ENJOYMENT: **TENANT** and their guests agree not to violate quiet enjoyment and privacy of the surrounding neighbors. **OWNER** is not responsible for the actions of other property owners in the area, as I have no control over their actions.

WEATHER / ACTS OF GOD: **OWNER** is not responsible for any weather conditions or acts of god or nature that happen during **TENANT'S** stay on premises and no refunds will be made.

CONSTRUCTION: I am not responsible for any actions of other property owners.

UNFORSEEN CONDITIONS: If any unforeseen conditions or problems with the condo arise prior to or during **TENANT'S** stay, **OWNER** reserves the right to either refund **TENANT'S** payment pro-rate or place **TENANT** in a comparable house with the same amenities, bedroom, etc. Such unforeseen conditions could be the following but are not limited to, hurricanes, storms, vandalism, flood, etc. **OWNER** assumes no responsibility for such unforeseen conditions.

ACCESS: **TENANT** agrees to allow access to the house and property to **OWNER** and his agents upon 24 hours notice by telephone or in person. Agents include but are not limited to, plumbers, electricians, rental companies, pest inspection, etc. **OWNER** reserves the right to inspect the premises and condo interior upon 24 hours notice to **TENANT**. **TENANT** agrees not to deny access. If **TENANT** refuses to allow access to **OWNER** or any agent designated by **OWNER**, the **OWNER** reserves the right to terminate the **TENANT'S** vacation rental and **TENANT** will immediately vacate the premises upon demand by **OWNER** and will forfeit the rental payment.

SAFETY: **TENANT** acknowledges and agree that they are responsible for the safety of themselves, their guests and their children with respect to the pool and canal. **TENANT** acknowledges and agrees to hold harmless from any injuries to them or their guests. It is understood that there is no lifeguard and that supervision is their responsibility.

KEYS: Access to the property is provided by key. **TENANT** agrees to return the set of keys after departure. All extra sets of keys should be left on the kitchen counter.

LAWS: The Laws of the State of Florida shall apply to all terms under this Agreement. Any dispute under this agreement shall be veined in Collier County, Florida. It is expressly agreed and understood that this lease shall not be recorded in the County Clerks office.

LIABILITY: **TENANT** may be responsible and liable to **OWNER** for damages in excess of the security deposit for any damage or loss caused by **TENANT** or its guest.

BREACH OF AGREEMENT: Failure to comply with any of the foregoing clauses and overall rules established by **OWNER** will subject you to immediate removal from condo and forfeiture of all rental payments and security deposits. If **TENANT** fails for vacate the premises and the end of the rental period prescribed in this agreement, **TENANT** shall be charged and liable to **OWNER** for \$300 per day for everyday past the day and time specified in this agreement.

CERTIFICATION: I or we, the **TENANT(s)**, hereby certify and consent that I/we have read the entire agreement and conditions and agree to the terms and will comply with them during the course of this vacation rental.

I or we have read and understand the Policies and Procedures as published and updated from time to time on www.NaplesMarco.com.

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Leonard Szwajkowski, OWNER

Date

TENANT #1 (signature)

Date

TENANT #1 (printed)

TENANT #2 (signature)

Date

TENANT #2 (printed)

TENANT #1

E-mail Address: _____

Home Phone: _____

Cell Phone: _____

Business Phone: _____

TENANT #2

E-mail Address: _____

Home Phone: _____

Cell Phone: _____

Business Phone: _____

Person to contact in case of Emergency

Name: _____

Relationship: _____

Phone: _____