

VACATION RENTAL LEASE AGREEMENT

This rental agreement is entered into by and between the renter, _____ hereinafter referred to as "**TENANT(S)**" & Diane P. Laine hereinafter referred to as "**OWNER**" on this ____ day of _____, 20___. This agreement constitutes a contract between the **TENANT(S)** and **OWNER**. Please read this Vacation Rental Lease Agreement thoroughly. Any money received by owner for occupancy of vacation property indicates the acceptance of the terms and conditions of this Vacation Rental Lease Agreement. It is the responsibility of the **TENANT(S)** to be familiar with all policies within this agreement. This occupancy will be in the form of a Vacation Rental only and not constitute a permanent or primary residence or other tenancy.

Rental Property physical address: **Sea Fern Condominium – Unit #202**
3807 South Atlantic Avenue
Daytona Beach Shores, Florida 32118

TERM OF LEASE: The lease begins at 4 p.m. EST on _____ (the "Check-in Date") and ends at 11 a.m. EST on _____ (the "Check-out Date").

MAXIMUM OCCUPANCY: The maximum number of overnight guests for this property is limited to four (4) persons. Maximum occupancy for this property shall not exceed eight (8) persons at any time. If **TENANT** exceeds the maximum occupancy, **TENANTS** and any and all of their guests are subject to immediate removal and forfeiture of their security deposit and rental payment.

SMOKING: This is a **NON SMOKING** property. No smoking is allowed inside of the condo whatsoever. Any **TENANT** or their guests not adhering to the No Smoking policy will result in automatic forfeiture of security deposit.

PETS: Pets are permitted only with prior approval of the owner and completion of a **Pet Addendum** to the lease. No other pets or animals other than those specified on the Pet Addendum are allowed on the property at any time and violation of this policy will result in automatic forfeiture of security deposit.

RENTAL RULES: **TENANT** agrees to abide by the **Rental Unit Rules** attached as **Exhibit A** at all times while at the property and shall cause all members of the rental party and anyone else **TENANT** permits on the property to abide by the following rules at all times while at the property.

DAMAGE/RESERVATION DEPOSIT: A damage/reservation deposit of \$____ is required. This must be received within fifteen (15) days of booking the reservation. Deposit will be held in a non-interest bearing account. The damage/reservation deposit automatically converts to a security/damage deposit upon arrival. The security/damage deposit is NOT applied toward rent; however, it is fully refundable within (14) days of departure, provided the following provisions are met:

- a) No damage is done to property or its contents, beyond normal wear and tear.
- b) No charges are incurred due to contraband, pets, smoking, or collection of rents or services rendered during the stay.
- c) No excessive cleaning required. All debris, rubbish and discards are placed in the dumpster and soiled dishes are cleaned.
- d) No excessive utility charges are incurred.
- e) No linens/towels are lost, stolen, or damaged.

- f) The Key is returned and home is left locked.
- g) The **TENANT** (or any of **TENANT'S** visitors) is not evicted by the owner (or representative of the owner), or the local law enforcement.

PAYMENT: An advance payment equal to 50% of the rental rate is required to confirm reservations. The advance payment will be applied toward the property rental price. Please make payments in the form of bank money orders, cashier's checks, or personal checks payable to Diane Laine. Credit/Debit Card payments will be accepted via PayPal transfer for a small fee. The advance payment is not a damage deposit. The **BALANCE OF RENT** is due thirty (30) days prior to your Check-In date.

Rental rate and fees are as follows:

Rental Rate per Schedule	\$ _____
Less Discount (If Applicable)	\$(_____)
Cleaning Fee	\$ _____
Sub-Total Rental Cost	\$ _____
12.5% County/State Tax	\$ _____
Total Rental Cost	\$ _____
Reservation/Damage Deposit	\$ _____
Pet Deposit (If Applicable)	\$ _____
TOTAL Due	\$ _____
Advance Payment (50% of Rental Rate)	\$ _____
Balance Due after deposit(s) and Advance Payment (Due 30 Days Before Check-In Date)	\$ _____

CANCELLATIONS: A sixty (60) day notice in writing is required for cancellation. Cancellations that are made less than sixty (60) days prior to the Check-In date will forfeit the full damage/reservation deposit with refund of any additional pre-paid rental amount received. Cancellations or changes that result in a shortened stay, or are made within thirty (30) days of the Check-in date, forfeit the full advance payment and damage/reservation deposit with refund of any additional pre-paid rental amount received. Cancellation or early departure does not warrant any refund of rent or deposit.

ADDITIONAL CHARGES: All "normal" utilities are included. In addition, local and long distance calls within the United States, Canada, and Puerto Rico; basic cable television; and wireless internet are included. **TENANT** will be charged additional fees for the following:

- Phone charges for services in addition to those provided above, including, but not exclusive of long distance calls outside the United States, Canada, or Puerto Rico; collect calls; 900 number calls; etc..

- Cable charges for any programming ordered during the rental period in addition to the basic cable provided.
- Excess linens left.
- Fines or summons imposed by Volusia County or the state of Florida as a result of your actions.
- Fines as imposed by the condo association as a result of your actions.
- Any damage to the condo or its contents.
- Excessive electricity usage.

FALSIFIED RESERVATIONS: Any reservation obtained under false pretense will be subject to forfeiture of advance payment, deposit, and/or rental money, and the party will not be permitted to check-in.

GUEST/PARTIES/NOISE: The **TENANT** must supervise their 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.

CLEANING: A cleaning fee of \$_____ is due with remaining rental payment fourteen (14) days prior to Check-In date. This constitutes 3 hours of cleaning service after the tenant's departure. No cleaning service is provided during the tenants stay. Cleaning service charges in excess of \$_____ dollars will be deducted from the Security Deposit. Rates include a one-time linen-towel preparation, bed sheets setup, toilet paper, and paper towels. On departure leave all used beds stripped and unmade. The last day's towels are to be left in the bathrooms. 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 the **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 condo unit.

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.

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

HOLD HARMLESS AND INDEMINTY: **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 their guests act or neglect.

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: **OWNER** is not responsible for any actions of other property owners or condo association.

UNFORSEEN CONDITIONS: If any unforeseen conditions or problems with the condo arise prior to or during **TENANTS** stay, **OWNER** reserves the right to either refund **TENANTS** 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 **TENANTS** 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, the deck areas, and the premises. **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. Failure to return the set of keys after departure will result in a \$5 key replacement fee deducted from the security deposit for each key needing replacement.

LAWS: The Laws of the State of Florida shall apply to all terms under this Agreement. Any dispute under this agreement shall be venued in Volusia 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.

WRITTEN EXCEPTIONS: Any exceptions to the above mentioned policies must be approved in writing in advance.

DEPARTURE CHECKLIST: Upon departure, the **Departure Checklist** attached as **Exhibit B** must be completed and left on the kitchen counter. The security refund will be issued after the owner has received the checklist and inspected the property. In addition, please feel free to leave your comments or suggestions in our guest book.

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 to vacate the premises at the end of the rental period prescribed in this agreement, **TENANT** shall be charged and liable to **OWNER** for \$300 per day for every day past the date and time specified in this agreement.

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

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.

Diane P. Laine, 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: _____