

Vacation Home Short-term Rental Agreement

Disclosure/Identity: **Patricia Pujols** shall be referred to as Owner; hereafter _____ shall be referred to as Guest subject to the terms and conditions contained herein.

Property: The rental property is located at 16608 Rising Star Drive, Clermont, FL 34714 . This Property is individually owned and reflects the Owner's individual tastes. It is the Guests responsibility to make sure the Property meets or exceeds their expectations in relation to maximum occupancy, amenities, or condition. No refunds or transfers of Property will be made because the Guest doesn't like the Property.

Guest to arrive on _____ and depart on _____.

Refundable Security bond of **\$300** is due upon signing. Full rental payment of _____ (_____ plus 11% tax) is due 6 weeks prior to arrival.

Your responsibility as Guest: The party must treat the property, it's furniture, fittings, utensils and other facilities with respect. Any loss or damage must be reported immediately to the Owner or Caretaker. The applicant must make good or pay for any loss, damage or breakage caused during the stay. The owners reserve the right to withhold any monies from the security deposit to pay for any loss or damage caused to the property or its content by any member of the party. This contract is between property owner and the party leader who must sign the booking form accepting the conditions on behalf of all persons named on the booking form, including those substituted or added by agreed amendment of the booking. A contract exists when you have paid a deposit and we have accepted and confirmed your booking in writing. The applicant accepts these conditions on behalf of all the members of the party. Only persons named on the booking form are entitled to use the property.

1. Arrival at the property (unless otherwise advised to you in writing) should be after 4:00 pm local time. The property must be vacated by 10:00 am on the day of departure. Late check outs will be charged a full day's rental. Early check-in is **SOMETIMES** accommodated by prior arrangement at an additional fee of \$75.
2. **CANCELLATION:** Any cancellation or amendment of booking must be in writing and is subject to the following cancellation charges:
 - More than 8 weeks prior to your arrival – full deposit is refunded minus the cancellation fee of \$100. There is a cancellation fee of \$100 for all cancellations.
 - Between 6 and 8 weeks prior to arrival date – 50% loss of deposit
 - Between 3 and 6 weeks prior to arrival date – 100% loss of deposit
 - Cancellations made prior to 3 weeks of arrival require payment in full of invoice total.
 - Alterations to any booking dates (where possible) are subject to a \$25.00 change fee
 -
3. **FORCE MAJEURE:** The owner of the property or their agents will not be liable for loss or delay occasioned by any of the following: Strikes, Riots, Political Unrest, Hostilities, War, or threat of War, Terrorist activity, Closure of Airports or any other event beyond the owners' control.
4. **SECURITY BOND:** A bond of \$300.00 will be held on behalf of the owners against loss or damage occasioned by the use of the property by the parties of this agreement. The bond will be fully refundable (within 1 week of vacating the home) after a satisfactory status report has been received from the Caretaker.
5. As the property has a swimming pool, the owners and the owners' agents do not accept liability for injury howsoever caused as a result of the use of the pool. Guests are specifically requested **NOT TO ALLOW UNSUPERVISED CHILDREN TO USE THE POOL**, which is around five feet deep at the deepest part.
6. The Owner, or Caretaker will not be liable for any loss or damage of personal property, personal injury in the home or on the property. It is recommended that the guests have appropriate travel/holiday insurance in force for the period of the trip.
7. **Cleaning:** The rate paid includes cleaning of the property prior to your arrival and after your have departed only. In the event you require cleaning any time during your stay beside that of which has been stated in these conditions, a special request must be made and an additional fee of \$100 must be paid. Although the property will be cleaned after your departure it must still be left in an orderly state and all kitchen utensils should be washed. Should the property require extensive cleaning, then the owners or their booking agent reserve the right to withhold any monies from the security deposit to pay the extra cleaning.

8. It is the responsibility of the guests, to take out garbage for pick up on the days designated of Wednesday and Saturday and the recyclables on Wednesday. Any excess garbage left behind will incur a fine of \$50 which will be deducted from your security deposit.
9. Problems: Any complaints/concerns related to the accommodations must be made to the Caretaker within 24 hours of any problem arising, who will endeavor to put things right. Unless there is a valid reason we will not consider the owner, their agents or representatives liable for any complaint that was not initially registered with the Florida representative during your stay.
10. Climate: The applicant is hereby made aware that, as Florida is a tropical climate it is the home of many insects, etc. All homes are treated on a regular basis to repel such unwanted visitors, but inevitably they occasionally will find their way inside properties from time to time. They are best eradicated by spraying with an appropriate product.
11. Pool Heat is charged as an optional extra, at \$150 per week (\$25/night). We do not guarantee pool temperatures.
12. Rented Grills are only permitted outside the lanai, on the grass and away from the home and it's fence. It is the Guest's responsibility to fill gas grill propane tanks and provide their own charcoal, if such grills are provided.
13. Only those persons identified on the booking form are authorized to use the property. The Owner or Caretaker must be made aware of any changes to the original name list on the booking form. The maximum number of guests in the villa is 10 with the condition that all persons sleep in the bedrooms/beds provided.
14. Sunrise Lakes Homewoners Association forbids street parking during the hours of 10 pm and 8 am, therefore it is the guests responsibility to make sure their vehicle is parked in the driveway during this time. Please note this rule is enforced and towing of vehicles is not uncommon. Owner is not responsible for any towing expenses incurred as a result of the non-adherence to this rule.
15. Sorry, no pets allowed.
16. No smoking is permitted in the villa.
17. Owner's Duties: Owner agrees to: A.) Provide fit premises. If at the time Guest is to begin occupancy of the Property, the Owner cannot provide the Property in a fit and habitable condition or substitute a reasonably comparable Property in such condition; Guest will receive a full refund of all payments made. B.) Comply with all current applicable building and housing codes C.) Make all repairs and do whatever is reasonably necessary to put and keep Property in fit and habitable condition D.) Maintain in good and safe working order, and reasonably and promptly, repair all electrical, plumbing, sanitary, heating, ventilating, and other facilities and major appliances supplied upon written and verbal notification from Guest that repairs are needed E.) Provide operable smoke detectors, repair or replace any or provide batteries upon written and verbal notification from Guest.

I have read, fully understand and expect to comply with the above stated terms and conditions.

Guest Signature

____/____/____
Date