

“THE BEACHCOMBER”
VACATION RENTAL AGREEMENT
PLEASE PRINT AND SCAN BACK TO javabuster1@gmail.com

This Short Term Rental Agreement (the "Agreement") is made by ARTHUR E LLOYD REVOCABLE TRUST ("the Homeowner") and _____ ("the Guest") as of the date last set forth on the signature page of this Agreement. For good and valuable consideration, the sufficiency of which is acknowledged, the parties hereby agree as follows:

1. Recitals Incorporated. The foregoing recitals are incorporated herein by reference into this Agreement as though set forth at length.

2. The property is furnished and includes bed linens and blankets, bath towels and washcloths, kitchen utensils and cookware, refrigerator/stove/microwave/dishwasher washer and dryer. *(There is a starter kit provided of all paper products and detergents. If additional items are needed the Guest must provide.)*

3. Rental Party: The Guest booking is 30 years old or older and will be themselves staying at the property. A copy of the Drivers license is required. Only the names listed are to be on the property for any reason.

a. _____ b. _____

c. _____ d. _____

e. _____

4. **Maximum Occupancy:** The maximum number of guests is limited to the above written names ONLY. NO additional persons shall be allowed on the property. **We do not allow for any Day Visitors.** No one else is allowed to just "stop by". This is not a party house. Any additional persons on the property at anytime for any reason shall result in a claim against the Guest. Guest agrees to be responsible for ensuring that maximum permitted occupancy of the Premises is not exceeded during the term of this Agreement and should contact Landlord with any questions regarding permitted occupancy of the Premises.

5. Term of the Lease: The lease begins at 4:00 p.m. on _____ and ends on _____ at 10:00 a.m. The property is available by KEYPAD: Code will be given one week before stay.

6. Guest Duties. Guest hereby warrants that Guest is an adult of 30 years old or older and that Guest will occupy the Premises during the Term of the tenancy created hereunder. Guest agrees to comply with all obligations imposed by the Vacation Rental Act on Guest with respect to maintenance of the Premises, including but not limited to: (i) keeping the Premises as clean and safe as the conditions of the Premises permit and causing no unsafe or unsanitary conditions in the common areas and remainder of the Premises that Guest uses; (ii) not deliberately or negligently destroy, deface, damage, or remove any part of the Premises or knowingly permit any person to do so; and (iii) notifying Landlord of the need of replacement of or repairs to a smoke detector.

Guest shall not disturb, annoy, endanger, or interfere with neighbors, nor use the premises for any unlawful purposes, nor violate any law or ordinance, nor commit waste or nuisance upon or about the premises.

Guest agrees to abide by the Rental Rules attached as Addendum A at all times while at the property and shall cause all members of the rental party to abide by the Rental Rules at all times while at the property.

7. Landlord and Owner Duties. Owner/Landlord shall conduct all activities in regard to this agreement without respect to the race, color, religion, sex, national origin, handicap, familial status, sexual orientation or gender identity of any guest. Owner is required to provide the Premises in a fit and habitable condition.

08. Use of Electronic Means and Notice. The parties agree that electronic means may be used to sign this Agreement. Any notices required or authorized to be given hereunder or pursuant to applicable law may be hand delivered to the Guest at the address of the Premises and to the Landlord address.

09. Indemnification. The property is privately owned: Guest and others whom they invite to use the premise agrees to indemnify and hold harmless Landlord and Owner from and against any liability for personal injury, accidents, illness and/or property damage sustained by any person as a result of any cause, unless caused by the negligent or willful act of Landlord or Owner, or the failure of Landlord or Owner to comply with the Vacation Rental Act. The Homeowner is not responsible for the loss of personal belongings or valuables of the Guest party. By accepting this reservation, it is agreed that the Guest party are expressly assuming the risk of any harm arising from their use of the premises or others whom they invite to use the property.

10. Access: Guest shall allow Homeowner or its agent access to the property for purposes of repair and or inspection. Homeowner shall exercise this right of access in a reasonable manner.

11. Assignment. Guest shall not assign this Agreement or sublet the Premises in whole or part without written permission of Landlord.

12. Governing Law. The parties agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of any dispute, legal action may only be instituted in the county where the Premises is located.

13. Expedited Eviction. If the tenancy created hereunder is for 30 days or less, the expedited eviction procedures set forth in the Vacation Rental Act will apply. Guest may be evicted under such procedures if Guest: (i) holds over in possession after Guest's tenancy has expired; (ii) commits a material breach of any provision of this Agreement (including any addendum hereto) that according to its terms would result in the termination of Guest's tenancy; (iii) fails to pay rent as required by this Agreement; or (iv) has obtained possession of the Premises by fraud or misrepresentation.

14. Attorney Fees. If any party initiates legal proceedings to enforce its rights under this Agreement, the substantially prevailing party shall be entitled to reimbursement of its reasonable attorney fees, costs, expenses and disbursements from the other parties.

15. Severability. If any provision in this Agreement is deemed invalid, then the remaining provisions thereof will continue in full force and effect and will be construed as if the invalid provision had not been a part of this Agreement.

16. Final and Complete Expression. This Agreement is the final and complete expression of the parties. This Agreement may not be modified, interpreted, amended, waived or revoked orally, but only by a writing signed by all of the parties hereto.

Guest signature on this agreement is evidence of Guest acceptance of the agreement and your intent to use this property for a Vacation Rental Only.

SIGNATURE _____

DATE _____

RENTAL RULES
ADDENDUM A

1. **ENJOY YOURSELF AND MAKE FOREVER MEMORIES!**

2. Must be 30 years or older to book the home. A signed rental agreement, copy of drivers license and one initial phone call before stay.

3. Any beach chairs, towels, boogie boards taken from the home will be charged back to the Guest. Please be sure to return all beach items before you check-out.

4. No other persons except those designated guest that are named on the Rental Agreement are to be on the property for **any reason**. No one else is allowed to just "stop by". A \$250.00 Fine will be applied for violation **and** an Expedited Eviction will be enforced.

5. Smoking of **any** kind is not allowed inside the home. A \$250.00 Fine will apply for violation.

6. Pets are NOT allowed. A \$250.00 Fine will be applied for violation **and** an Expedited Eviction will be enforced.

7. PLEASE no sitting on any furniture or beds with wet bathing suits or suntan lotion on.

8. **Only** toilet paper is to be flushed. No flushable wipes, feminine products, etc...

9. Guests shall not create excessive noise at a level that disturbs neighbors; Neighborhood quiet hours are from 10:00 p.m. - 8:00 a.m.

10. Limited parking. No more than 2 vehicles permitted.

11. We do not permit any towels or linens except the beach towels located in the laundry room to be taken from the property for any reason. Guest must provide their own towels or other accessories for use for any outdoor activities.

12. When Vacating The Home Please:

(a.) Lock doors and turn off all lights.

(b.) ALL garbage must be disposed of in the garbage can located by the side fence. Please leave no food of any kind in refrigerator/home. (*Only unopened items may be left for donation*)

(c.) Load and turn on the dishwasher.

(d.) Set the AC/Heat back to temperature stated on the wall.

(e) RETURN all beach chairs and items.

No need to strip beds or do anything else.

Thank you!

GUEST

DATE