## SEASONAL/SHORT TERM RENTAL AGREEMENT

We thank you or choosing SAMPLE REALTY and hope you enjoy your stay in Florida. If Terms and conditions are acceptable, clease sign this agreement and return to SAMPLE REALTY. If you are renting the unit site unseen, your sign tures on this reservation releases Broker, and its representatives from any deficiencies you may find in the upon your arrival. Please bring your copy with you on arrival.

**Tenant Name: Jim Moore and Sue Moore** 

Address: 250 West End Blyd., Westport, Ct. 08990

Home Phone: (212) 665-27 Bus Phone: (212) 665-4568 TOTAL # of Occupants: 2

The Villagio Address: 22 5th Ave. Unit: City: Naples, FL Zip: 33615 Parking Sp. #:25 Number of

Bedrooms: 3

Check In Date: March 1, 2013 (After 3:00 P.M.) Check out Date: March 31, 2013 (11:00 A.M.)

**Owners Names: John Smith** 

RENT FOR TERM: \$3300.00 ALES/TOURIST TAX: \$390.50

CLEANING/DAMAGE/UTILITY DEPOSIT: \$1000.00

CONDO/HOMEOWNERS ASSN APPROVAL FEE: \$100.00

PET FEE: n/a

**BOOKING CHARGE: \$75.00:** 

ADDITIONAL FEES: \$175.00 Cleaning Fee

ADDITIONAL FEES: n/a

**AMOUNTS ALREADY PAID: n/a** 

FIRST PAYMENT OF \$1000.00 DUE NO LATER THAN: DUE USON SIGNING (Payable to Stock Realty)
SECOND PAYMENT OF \$100.00 DUE NO LATER THAN: DUE PON SIGNING (Payable to Gateway Group)
THIRD PAYMENT OF \$1970.00 DUE NO LATER THAN: November 1, 2012 (Payable to Stock Realty)
FINAL PAYMENT OF \$1970.00 DUE NO LATER THAN: December 1, 2012 (Payable to Stock Realty)

TO BE PAID AS FOLLOWS

Make checks for items above payable to SAMPLE REALTY at 808 SAN CARES BLVD., , NAPLES ,FL 34113 PHONE: (239) 222-2222 EMERGENCY PHONE: (239) 222-2222 unless of herwise instructed in writing. Taxes are subject to change according to applicable law.

UTILITIES/SERVICES/CHARGES RESPONSIBILITY "T" FOR TENANT, "O" for OWNER

Electric--O Water--O Trash--O

Gas--O Pest Control--O Cleaning Charge (Base)--T

Local Phone--O Basic Cable-- O Cleaning Charge Amount--\$175.00

Softener Salt--N/A Pool Service--O Sewer--O

OTHER:

Broker will hold Seasonal Cleaning / Damage / Utility Deposit ('Deposit") unless otherwise specified here.

Special Stipulations: SMOKING IS NOT PERMITTED AT ANY TIME IN THE RENTAL UNIT OR THE LANAI/BALCONY AREAS IF APPLICABLE.

This Agreement is intended to be a legal and binding contract and is subject to the approval of any condominium

and/or homeowner's association if any is required. Parties signature below signifies their agreement with all terms of this agreement.

CHECK-IN: Check-in time is any time after 3:00 p.m. Upon arrival, you will pick up your keys at the office address listed on the reservation form during business hours until 4:30 p.m. If you plan to arrive after 4:30 p.m., or on the weekend, you will need to call you LEASING ASSOCIATE at least one week in advance to arrange special timing for key pick up. REFUNDS OR ADJUSTMENTS CANNOT BE MADE FOR LATE ARRIVALS OR EARLY DEPARTURES FOR ANY REASON CHECK-OUT: Check-out time is any time before 11:00 a.m. Tenant shall be liable for any damages as a result of late check-out.

**PAYMENT:** All money is due as per the above dates in the form of a cashiers check, money order or travelers check (U.S. Funds). Personal check will be accepted only if received 12 weeks prior to arrival and drawn on a U.S. bank.

OCCUPANTS: Only those designated in this agreement as Tenant shall occupy the unit unless written consent of Owner or Owners agent is obtained. Terant agrees to abide by all occupancy rules of association or other governing agency.

ASSOCIATION RULES AND RESULATIONS: Anyone occupying a unit governed by a homeowners or condominium association shall abide by all association rules and regulations. Tenant shall not be permitted to take occupancy unless Tenant has obtained all required as ociation approvals. Tenant shall have sole responsibility for making application to the association and shall do so within the time frame required by association. Tenant agrees to comply with all association requests for information.

**ACCOMMODATIONS:** Due to circumstances beyond the control of Broker and/or Owner, if your designated unit is not available for any reason, Broker will use its best effort to locate a comparable substitute unit. In the event a substitute unit is not available, Tenant agrees to hold Owner, Broker it agents and representatives harmless for any damages, costs or inconvenience suffered and Tenant shall receive a full effund of any and all amounts paid. **AMENITIES:** Tenant agrees to hold Owner and broke harmless in the event of a failure of or non availability of any amenity.

**AMENITIES:** Tenant agrees to hold Owner and woke harmless in the event of a failure of or non availability of any amenity. **VEHICLES:** No boats, motor homes, trailers, commercial vehicles or motorcycles shall be permitted on the premises unless otherwise provided herein

**PETS:** Pets are not permitted and constitute a serious violation. If an exception is made, Tenant agrees to execute a pet addendum and Owner may charge a non-refundable pet fee and a pet Deposit. Non-refundable pet fees are subject to sales and tourism tax.

SEASONAL CLEANING /DAMAGE/ UTILITY DEPOSIT: The Deposit is required with all confirmed reservations and shall not be applied to the rent by the Tenant. Owner may apply Deposit to electric, telephone, cleaning charges, taxes and damages or any charges due under the terms of this agreement as well as consider such deposit a good faith deposit. Deposit balances if any will be refunded after Owner receives ALL final bills. THIS GENERALLY TAKES UP TO 60 DAYS. Damages caused by Tenant will be deducted from the Deposit but this does not limit the amounts to be charged. Tenant agrees to submit payment for long distance, electric, utility charges as it if y are submitted to Tenant during the rental term. Any balance of amounts owed left after check-out will be deducted from the Deposit and if any additional sums are due over and above the amount of the Deposit, Tenant agree to send payment or demand from Broker or Owner immediately. Utility charges may be prorated by Owner if billing periods do not correspond to occupancy dates.

**RIGHT OF ENTRY:** Unit is not currently listed for sale. Upon 24 hours notice, Owner or Owners representative(s) have the right to enter the unit for the purpose of showing the unit to prospective purchasers or tenants, to make repairs, or to inspect unit.. Owner & Broker and/or its representatives have immediate right of entry in cases of emergency, or to protect or preserve the premises. Tenant shall not alter premises or add locks without prior written cannear from Owner or Owners representative.

CANCELLATION TERMS: (i) Tenant may cancel this agreement and pay a \$250.0 cancellation fee to Broker by providing Broker with written notice by certified mail at least 30 days prior to check-in date. (ii) If Tenant cancels this agreement less than 30 days prior to the check-in date, Tenant shall be obligated to pay all RENT payments specified in this agreement and all monies received by Broker or Owner may be retained. (iii) Owner may cancel this agreement at least 90 days prior to check -in date and all advance funds will be refunded to Tenant. Owner or Broker shall not be responsible for any costs Tenant may incur for travel or other arrangements in the event of cancellation by Owner or Tenant.

**PHONE/CABLE:** Tenant is responsible for all long distance phone and any additional Cable services if Cable is provided. Phones shall be used for local calls only. Any long distance calls must be made by calling card, collect or credit cards. Do not accept any collect calls or allow any calls to be charged to the phone.

**MISCELLANEOUS CHARGES:** Tenant shall be assessed Locksmith charges and Association charges, if any, for each key, pass, pool tag, opener, lost or not returned to Broker or Owner upon check-out date. Such charges will be deducted from the Deposit. Tenant agrees to pay Broker the greater of \$35.00 or actual cost immediately to provide access to the unit in the event of a lock out.

**CLEANING CHARGES:** Tenant agrees to pay the aforementioned cleaning charges, plus applicable taxes. Tenant shall clean all dishes. Tenant is not required to launder all linens/sheets/towels prior to check-out. Tenant shall not be responsible for making up beds at check-out. Tenant authorizes Broker and Owner to deduct these Cleaning Charges from the Deposit. If Broker determines, in its sole discretion, that excessive dirt, furniture stains, carpet stains or other damage is present, additional charges will be assessed and deducted from Deposit and/or charged in addition to the Deposit.

MAINTENANCE: Owner shall be responsible for maintaining the unit unless damage is caused by Tenant's misuse or neglect. Tenant agrees that no rent reduction or abatement will be given unless unit is deemed to be completely uninhabitable. Tenant may not make any changes to the unit and must put furniture back to its original placement if moved. Broker will order repairs in a timely manner once notification is given by Tenant, but Broker has no control over the scheduling availability of vendors. Any work performed by the condo or homeowners association in the unit or buildings, nearby buildings grounds or common amenities is not reason for refund or cancellation of this agreement after check-in date. Broker shall not be liable for any uses or damages, including incidental or consequential damages, including those caused by Owners failure to perform repairs a different shall not assign this agreement or sublet the premises or any part thereof. Any unauthorized transfer

of interest by the Tenant shall be a material breach of this agreement.

INDEMNIFICATION: Tenant agrees to indemnify and hold harmless Owner and Broker and their agents from claims, suits or damages of any kind, from or related to any acts or omissions of Tenant or Tenant's guests. Tenant agrees to indemnify and hold Broker and its agents harmess from damages and losses unless due to Broker's gross negligence. Tenant agrees to look solely to the Owner in the event of a legal dispute regarding this agreement or the premises.

RISK OF LOSS: Personal prepara of Tenant and Tenants invitees shall be in the unit at the sole risk of Tenant. Broker and

Owner shall not be liable for any damage caused to said personal property arising from fire, accident, acts of God, criminal acts, acts of negligence or bursting or leaking water pipes.

**TENANT** agrees that in the event there are hurricane or storm shutters on the premises, TENANT will install same if there is a hurricane or tropical storm watch or warning in effect and/or at the request of the property manager or owner. If TENANT is unable to perform this task for any reason, TENANT arrees to notify property manager or owner as soon as any storm watch or warning is placed into effect.

y or Owner or Broker to employ an attorney to enforce the terms and ATTORNEYS FEES: Should it become necess ons conditions of this agreement, Tenant shall be res le for all costs and Attorneys fees including but not limited to an in house attorney of broker whether or not suit is filed.

HAZARDS: It is unknown if there are hazards that affect the premises. Broker does not have the technical expertise to advise you of their significance or to ascertain whether or not they are present. Hazardous substances in the home can include cleaning chemicals, paint, lawn and garden chemicals and a pariety of indoor air pollutants that can accumulate in improperly ventilated buildings. Hazardous substances outside the home include those found in contaminated land, water, landfills and other disposal sites, and industrial air and water emissions. The more common hazards are asbestos, ground water contamination, lead base paint, urea formaldehyde, foam installation (UFFI) mold, mildew and radon gas. Any property built prior to 1978 may contain a lead based paint hazard. Tenant is not permitted to have access to any rooms, storage areas or closets which are designated to be exclusively for the use of the Owner.

RADON GAS: Radon Gas is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. Broker makes no representations about the existence of radon gas on the subject

TIME IS OF THE ESSENCE: Time is of the essence with respect to all the policy in this agreement. AGENCY: Tenant understands and agrees that Broker will be compensated by the Owner.

ACCEPTANCE BY FACSIMILE SHALL CONSTITUTE VALID BINDING ACCEPTANCE OF THIS LEASE AGREEMENT.

	TENANT	AGENT FOR OWNER
Jim Moore		E
Sue Moore	TENANT	

This lease has been drafted by the Law Offices of Heist, Weisse & Wolk, P.A. 1 800 253 8428 Reference #35789