

SHORT TERM RENTAL AGREEMENT (sample copy)

Property Address

This agreement made between:

guest information

(hereinafter called the Tenants) and **company name** (hereinafter called the Landlord) concerning the short term rental of the property located at ***property information***

Total people in renting party:.

Rental period begins at *** pm on *** and ends at *** on ***

Deposit due with signed agreement: \$20% of quoted total

Balance due 30 days prior to commencement of the rental on **30 days prior to arrival**

Terms of the Agreement:

1. The Landlord has the right to inspect the premises without prior notice at any time to enforce the terms of this agreement. Should the Tenants violate any of the terms of this agreement, the rental period shall be terminated immediately. The Tenants waive all rights to process if they fail to vacate the premises upon termination of the rental period. The Tenants shall vacate the premises at the expiration time and date of this agreement.
2. There is a long distance block on the telephone - a calling card is needed for long distance toll calls. Emergency medical and police service can be called by dialing 911.
3. The Tenants shall maintain the premises in an orderly condition, and use the premises only in a careful and lawful manner. Any additional cleaning caused by tenant on departure will result in "Additional Cleaning Charge" on credit card on file. Additional cleaning includes but not limited to: Trash not removed and disposed of in designated trash receptacles, bodily fluids, excessive stained linen, etc.
4. The Tenants shall pay for any damage done to the premises over and above normal wear and tear. Tenant shall pay for maintenance, repairs and replacement of items should the premises be left in lesser condition. The Tenant agree that the Landlord shall charge the credit card on file of said services if damage is caused to premises or its furnishings. Signature on this contract verifies the permission of this charges. Photos will be provided and emailed to the guest day of departure for documentation of these charges.
5. No animals or pets of any kind will be brought onto the premises of any Edgewater Beach Resort Rental. At time of Booking, with additional deposit taken, permission will be given for any other property for pet to reside during the duration of rental period. Tenant agrees that the Landlord shall deduct costs of any damage or additional cleaning caused by said pet from the security deposit prior to refund.
6. The Tenants shall not sublet the property.
7. The Tenants shall have no more than *** persons reside or sleep on the premises.
8. The Tenants shall behave in a civilized manner and shall be good neighbors respecting the rights of the surrounding property owners. The Tenants shall not create noise or disturbances likely to disturb or annoy the surrounding property owners. Creating a disturbance of the above nature shall be grounds for immediate termination of this agreement and Tenants shall then immediately vacate the premises. Quiet hour starts at 10 PM and Pool and outdoor noise should be kept to a minimum. There will be no throwing items, yelling or hanging items off balconies. If Security or local Law Enforcement has been notified due to any and all terms above, the eviction process will occur immediately with no refunds.
9. There shall be no smoking inside the premises. Smoking is permitted outside the unit/home only with doors completely shut. Leaving doors open while smoking will provide evidence of indoor smoking. Any evidence of smoke inside the unit will be cause to a \$300 fine and will be charged to credit card on file.
10. Landlord shall provide towels, linens, dish detergent, dish soap, **starter** toilet paper and trash bags, amenity soaps and shampoos, and fully stocked kitchen. Paper towels, coffee filters, laundry soap, shampoos, additional toilet paper, and other consumables are to be purchased by the Tenant. No reimbursement will be made for unused consumables left at the premises. Resort also does not provide Beach/Pool Towels. Linen provided can only be used within the unit and can not be used at the Pool or the Beach.
11. The Tenants and Tenants' Guests shall hereby indemnify and hold harmless the Landlord against any and all claims of personal injury or property damage or loss arising from use of the premises regardless of the nature of the accident, injury or loss. Tenants expressly recognize that any insurance for property damage or loss which the Landlord may maintain on the property does not cover the personal property of Tenants, and that Tenants should purchase their own insurance for Tenants and Guests if such coverage is desired.
12. Tenants agree to pay all reasonable costs, attorney's fees and expenses that shall be made or incurred by Landlord enforcing this agreement.
13. Tenants expressly acknowledge and agree that this Agreement is for transient occupancy of the Property, and that Tenants do not intend to make the property a residence or household.
14. We occasionally experience outages that are beyond our control. We report outages as each occurs. No refunds or compensation will be given for any outages.
15. There shall be no refunds of rents due to shortened stays or ruined expectations because of weather conditions.

16. If the property should go on the MARKET FOR SALE, Florida law does not require Landlord to notify all future tenants. Only during the time of accepted contract between Buyer and Seller will Landlord notify tenant. At that time, Landlord will take every effort to relocate the guest, however, this is not always possible. Landlord will reimburse all monies paid at the time of notification to tenant. There will be no compensation from Landlord because of this instance, which is beyond our control.

17. There shall be no refunds of rents because of shortened stays or ruined expectations due to work and family emergencies or other commitments.

18. It is the tenant's responsibility to learn about safety precautions, warning signs of water conditions, and safety procedures concerning swimming in or being around the pool/beach. Tenant agrees to have a responsible adult supervising minors while they swim at the pool/beach. Tenant is hereby notified that the pool/beach can be dangerous and tenant accepts fully the risks involved.

19. Only legally owned and permitted firearms shall be allowed on the premises according to State and local laws.

20. Tenant agrees that Fireworks and other hazardous materials shall not be used in or around the property.

21. Tenant shall use the property for legal purposes only and other use, such as but not limited to, illegal drug use, abuse of any person, harboring fugitives, etc. ; shall cause termination of this agreement with no refund of rents or deposits.

22. Tenant agrees not to access the "owner's closet", even if unlocked, which contains cleaning supplies and chemicals that could be hazardous to children and adults.

23. The property has a fire extinguisher installed near the kitchen area. The fire extinguisher was fully charged at last inspection. It is the duty of the tenant to inform management immediately should the fire extinguisher become less than fully charged. Tenant agrees to use the fire extinguisher only for true emergencies.

24. The property has fire alarms installed and they are believed to function properly at the time of rental. Tenant will notify management without delay if a fire alarm "chirps" or has a low battery condition.

25. Tenant is advised that there is no carbon monoxide detector on the property and accepts the risk involved in not having one.

26. Tenant shall see to their own security while in the property by locking doors, windows, garage doors, etc. when it's prudent to do so.

27. Valuable items left behind by tenant will be held for the tenant and every reasonable effort will be made to contact the tenant for return. If items are not claimed for longer than 3 months they shall become the property of the Landlord. The Landlord shall not be held liable for condition of said items.

28. Cable TV is provided and service level has been chosen by the Landlord. No refund of rents shall be given for outages, content, lack of content, or personal preferences with regard to cable TV service.

29. High speed wireless internet is provided as a convenience only and is not integral to the agreement. No refund of rents shall be given for outages, content, lack of content, speed, access problems, lack of knowledge of use, or personal preferences with regard to internet service.

30. Tenant agrees that Air conditioning fan setting shall be "Auto". Doors and windows shall be closed when either heat or air conditioning is in operation. Appliance operations tend to fail or need maintenance from time to time. Once Landlord is notified, we take every effort to contact the correct professionals to repair. These failures are beyond our control so your patience is greatly appreciated during the time of service call and repair or replacement if needed and there will be no compensation given.

31. Edgewater Beach Resort Guest Parking Pass policy (as of Jan 1st, 2017) has been increased to \$10/per vehicle. Your reservation includes this fee and you will be picking these passes up from our Office outside drop box. Stay At The Beach Rentals can not be responsible if lost or stolen. If you have a visitor, they can obtain a 24 hour 1 time visitor pass from the guard gate ONLY, not the front desk at the Resort. Any additional passes you may need during your stay can be obtained from Stay At The Beach Rentals by contacting us, payable with cash or credit card.

The Resort's require Pool/Property bracelets for pool/beach/resort access through property exits. The condo units provide these bracelets on the front door and allow enough to accommodate number of guests permitted to occupy. If these bracelets are lost, there will be a \$10 charge to credit card on reservation per bracelet. All additional Resort amenities (other than the pools) are at an additional cost. For additional information regarding prices and club reservations please visit Edgewater Beach Resort website or call 850-235-4044.

THERE IS A MINIMUM AGE LIMIT OF 25 YEARS OLD TO RENT ALL PROPERTIES. THIS GUEST MUST RESIDE IN THE PROPERTY DURING THE ENTIRE DURATION OF THE RESERVATION. FOR ALL SPRING BREAK BOOKINGS, WE REQUIRE COPIES OF ALL GUESTS DRIVER'S LICENSES AT BOOKING. THIS SIGNED FORM ALONG WITH THE ID'S WILL ALLOW FOR THE RESERVATION PROCESS TO CONTINUE. IF THESE ITEMS ARE NOT RECEIVED WITHIN 10 DAYS OF BOOKING, THE RESERVATION WILL BE CANCELLED.

Please fill out and sign this Agreement and Submit to Landlord.

(We) agree to abide by the above conditions and hereby swear that the information provided above is true: