### SHORT TERM RENTAL AGREEMENT

#### 1. The Parties

This agreement made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between \_\_\_\_\_ [name of tenant] of \_\_\_\_\_ [address of tenant] Hereinafter referred to as "Tenant", and Florida Coastal Rental Properties, LLC, Hereinafter referred to as "Landlord".

#### 2. The Property

Property Location:

#### 3. Period and Guests

Total people in renting party consists of \_\_\_\_\_ Adults, \_\_\_\_\_ Children, and not to exceed \_\_\_\_\_.

 Rental period begins at 4:00 p.m. on the \_\_\_\_\_ day of \_\_\_\_\_\_,

 20\_\_\_\_\_ and ends at 10:00 a.m. on the \_\_\_\_\_ day of \_\_\_\_\_\_,

 20\_\_\_\_\_ .

#### 4. Rental Amount

Total rental amount for the period is \$\_\_\_\_\_ U.S. Dollars

#### 5. Fees, Taxes, and Deposit

□ Cleaning Fee: \$\_\_\_\_\_

□ Security Deposit: \$\_\_\_\_\_

□ Taxes: \$\_\_\_\_\_

□ Other \_\_\_\_\_: \$\_\_\_\_\_

Total Rental Amount with security deposit: \$\_\_\_\_\_

Total Amount Down Due with Signed Agreement: \$\_\_\_\_\_

Balance of	\$ including Security Deposit due on,
20	

# 6. Termination

The Landlord has the right to inspect the premises with prior notice as stated with the applicable State laws. Should the Tenant violate any of the terms of this agreement, the rental period shall be terminated immediately in accordance with State law. 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.

### 7. Phone Calls

Long distance phone calls inside the US and Canada are included at no charge. All other long distance calls and local toll calls, including information calls are prohibited.

### 8. Maintenance and Repairs

The Tenants shall maintain the premises in a good, clean, and ready to rent condition, and use the premises only in a careful and lawful manner. The tenants shall leave the premises in a ready to rent condition at the expiration of the rental agreement, defined by the Landlord as being immediately habitable by the next tenants except for cleaning. Tenants shall pay for maintenance, repairs or additional cleaning fee should the premises be left in a lesser condition with excessive cleaning needed or the smell of smoke inside the condo. The tenants agree that the Landlord shall deduct costs of said services from the security deposit prior to refund if tenants cause damage to the premises or its furnishings.

### 9. Trash

The Tenants shall dispose of all waste material generated during the rental period in the following area: trash chute located on the floor and dumpsters at the building.

#### 10. **Pets**

Unless otherwise specifically permitted in this Agreement with the Pet Policy Signed, no pets shall be allowed on the Premises. Tenant's breach of this provision shall be considered material, and shall result in the termination of Tenant's tenancy. Pets are not permitted in the property unless it is a pet friendly unit with permission granted by the Landlord when the condo is booked. See Pet Policy Addendum which is incorporated into and is a part of this agreement.

# 11. Quiet Enjoyment

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 where outdoor noise should be kept to a minimum.

# 12. Smoking

Smoking is not allowed inside the condo but is allowed on tenant's private balcony with the sliding door closed. Smoking is prohibited on any common area balcony.

## 13. Landlord's Liability

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.

### 14. Rental Security Deposit

Amount is fully refundable up to the day before check in. Once the lease period begins then the security deposit is refunded within 2 weeks of tenant departure if there are no damages or issues in the property.

### 15. Attorney's Fees

Tenants agree to pay all reasonable costs, attorney's fees and expenses that shall be made or incurred by Landlord enforcing this agreement.

### 16. Use of Property

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. Tenants are not permitted to sublet the property.

### 17. Shortened Stays and Conditions

There shall be no refunds of rents due to shortened stays or ruined expectations because of weather conditions. In the event of a hurricane warning or watch, the tenant is responsible to arrive at the condo for said stay. During this time, if there is a mandatory evacuation established by the city or county then the Mandatory Evacuation Rules below will apply (See #25 Below).

#### 18. Showings

If the property should go on the MARKET FOR SALE, it may be shown to qualified buyers during the Tenant's stay only with the tenant's permission.

#### 19. Firearms

No Firearms are allowed to be brought into the property during the tenant's occupancy.

### 20. Fireworks

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

### 21. Illegal Use

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. Possessions

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 2 months they shall become the property of the Landlord. The Landlord shall not be held liable for condition of said items.

### 23. Cable TV

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. No ordering of movies that charge a fee.

#### 24. Internet

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.

#### 25. Mandatory Evacuation

If State or local authorities order a mandatory evacuation of an area that includes the Premises, Tenant shall comply with the order. Upon compliance, Tenant will be entitled to a refund of the prorated rent for each night that Tenant is unable to occupy the Premises because of the order. However, Tenant will not be entitled to a refund if, prior to taking possession of the Premises: (1) Tenant refused insurance offered by Agent that would have compensated Tenant for losses or damages resulting from loss of use of the Premises due to a mandatory evacuation order, or (2) Tenant purchased such insurance from Agent.

### 26. Manager/Landlord Contact

Landlord/Manager's Name: Florida Coastal Rental Properties, LLC

Landlord/Manager's Telephone: \_\_\_\_\_

Landlord/Manager's E-Mail: \_\_\_\_\_

Landlord/Manager's Address: \_\_\_\_\_

### 27. Governing Law

This agreement is governed under the laws of the state of FLORIDA.

### 28. Cancellation Policy

If tenant wishes to cancel his/her reservation, the monies will be refunded as follows: It is advised that you always protect your investment and purchase travel insurance. If you decide to opt out of the optional travel insurance you are acknowledging that you risk losing all monies paid in advance for your vacation. If the home is re-rented for the same price during the same time frame you will be eligible for a partial refund upon confirmation of new guest. If the home cannot be re-rented then all monies paid in advance are forfeited. We reserve the right to discount any canceled week if needed in order to re- book it. Any difference in rate, due to last minute discounts, will be added to the cancellation fee and deducted from the refund. The cancellation fee for any canceled reservation is \$200.00.

By signing below, the Tenant agrees that he/she understands all the terms and conditions as set forth in this Agreement, and agrees to abide by them.

Landlord	and Tenant	agree to the	above o	conditior	ns on t	his	day of	
		, 20	_ and h	ereby s	wear t	hat the	information	า
provided	is accurate a	and true:						

Tenant's Signature	Date
Print Name	
Landlord's Signature	Date
Print Name	