

VILLA BIRDIE
VACATION RENTAL AGREEMENT

It is agreed this

That **TENANT**____

Having an address at

will rent 14 Crestwood Cir. South .Lehigh Acres , Florida.33936 from **Roland Trost**, the **OWNER**.

This occupancy will be in the form of a Vacation Rental only and not constitute a permanent or primary residence or other tenancy. Occupancy shall begin on / / and terminate on / / . The following are the specifics of this agreement:

SECURITY Deposit: \$.00 security deposit is due at check in and will be returned at check out if no damaged is caused. Is not necessary at Last minute check in.

ELECTRICITY USAGE: IS US \$ 0.13cents per kw/h and Must be payed at the day of checkout is.

PAYMENT: The amount of US \$ is required to cover rental for the period from / / to / / .

The total amount due is US \$ including the fee for the final cleaning excluding the security deposit and is **due at check in cash or traveller checks only**.

CHECK-IN / CHECK-OUT: The check in time is 4:00pm. The check out time is 10:00am. Tenants agree to such time periods so the property may be properly cleaned for the next guest.

CANCELLATIONS: Cancellations must be made in writing at least sixty (60) days prior to the scheduled arrival date. You will forfeit your deposit if you cancel and we do not re-rent the property. If re-rented all money will be returned within thirty (30) days of the new booking date.

TERMS AND CONDITIONS: The attached terms and conditions are part of the rental agreement.

.....
TENANT sign / date

.....
Drivers Licence No.

.....
TENANT print

.....
Driver License No.

Return to: **jo.scho.fl@web.de**

Mail Signed agreement to: **(239) 368-3147**

Tenants with permission: Names and Birthdates

Tenant 1:

Tenant 2:

Tenant 3:

Tenant 4:

Tenant 5:

MAXIMUM OCCUPANCY IS SIX (6) PERSONS.

TERMS AND CONDITIONS

ADDITIONAL CHARGES: All "Normal" utilities are included. Tenant will be charged additional fees for the following:

- Fines or summonses imposed by Cape Coral as a result of your actions or your guests actions.
- Any damage to the house, grounds or contents.
- Excessive utilities, water, electric, etc.

Note: The phone will be blocked from long distance and 900 number calls. A calling card will be required to make long distance calls. Toll free and local calls are assessable.

PETS: There shall be no pets allowed on the premises.

GUESTS/ PARTIES/ NOISE: The TENANT must supervise guests while on the premises. Noise must be kept to a reasonable level as not to cause a disturbance to the neighbours or the general public. No overnight guests are allowed without our knowledge and consent. In no event may the maximum occupancy be exceeded without our written consent.

NO SMOKING POLICY: No smoking is allowed inside the house whatsoever.

CLEANING: Leave all beds unmade if used and the last day's towels in the bathrooms. All dinnerware, pots, pans, and glasses should be cleaned and the dishwasher emptied. Please discard used food from the cabinets and refrigerator. Trash should be removed from the condo and put in the appropriate containers.

ILLEGAL DRUGS: Under no circumstances shall any illegal drugs be allowed on the property. TENANT understands that possession and use of any such substance is grounds for immediate eviction and forfeiture of payment. TENANT further waives any and all rights to recourse against the OWNER for enforcing this clause.

TENANT RESPONSIBILITIES: All occupants are required to perform "normal" household duties that include, but are not limited to:

- Garbage removal
- Cleaning of individual and guest dishes
- Recycling as required by law
- Notification to the OWNER of any damages or problems with the property
- Locking all doors and windows when TENANT leaves the house.

SUBLETTING/ ASSIGNING/ OCCUPANCY: There shall be no subletting of the premises. The TENANT shall occupy and use the premises as a vacation residence only and not use the premise for any business, professional, unlawful or hazardous purpose.

REPAIRS: The OWNER must be notified immediately if you discover any item that needs attention. Once notified we will correct the problem with all expediency. Please be aware that for your comfort all key operational components are checked each time a TENANT vacates the property.

SURVIVAL: If any clause or term in this lease is contrary to law, the remainder of the Lease shall remain in full force.

END OF TERM: At the end of the term, the TENANT shall leave the premises clean and in good condition, remove all TENANT property, repair all unreasonable damages caused during their stay.

HOLD HARMLESS AND INDEMNITY: OWNER of the rental property shall not be liable for any damages and or injuries to the TENANT and or their guests, or their personal property due to TENANT'S acts, action or neglect. TENANT agrees to hold the OWNER harmless against any claim for damages and or injury due to TENANT'S act or neglect or TENANT'S guest's acts or neglect.

OCCUPANTS: The occupancy of the house is limited to the number of persons and particular persons described in this agreement. The maximum occupancy is six (6) persons. If TENANT exceeds the maximum occupancy, TENANTS and all guests are subject to immediate removal and forfeiture of their security deposit and rental payment. In addition, no trailers, boat or other are allowed to be parked on the property.

Notice: We are very strict on the total number of occupants we allow in our house. You are limited to the amount of people in your rental agreement. Any changes or additions must have our written consent.

QUIET ENJOYMENT: TENANT and their guests agree not to violate the quiet enjoyment of the surrounding neighbours. OWNER is not responsible for the actions of other property owners in the area as we have no control over their actions.

WEATHER CONDITIONS / ACTS OF GOD: OWNER is not responsible for any weather conditions or acts of God or nature that happen during TENANT'S stay on premises and no refunds will be made.

CONSTRUCTION: We are not responsible for any actions by other property owners in and around this property. We are not responsible for any noise or disruption that may arise and caused to you during your stay. OWNER is not responsible for the actions of contractors on property other than ours. We are not responsible for the breach of the quiet enjoyment by other property owners or contractors during your stay.

UNFORESEEN CONDITIONS: If any unforeseen conditions or problems with the house arise prior to or during TENANTS stay, OWNER will refund tenants payment pro rata. Such unforeseen conditions could be the following but are not limited to, hurricanes, storms, vandalism, flood etc. OWNER assumes no responsibility for such unforeseen conditions.

ACCESS: TENANT agrees to allow access to the house to OWNER and his agents upon 24 hour notice by telephone or in person. Agents include, but are not limited to, plumbers, electricians, pest inspection, etc. OWNER reserves the right to inspect the premises upon 24 hour notice to the TENANT. If TENANT refuses to allow access to OWNER or agent designated by the OWNER, the OWNER reserves the right to terminate the TENANTS vacation rental and TENANT will immediately vacate the premises upon demand by OWNER and TENANT will forfeit the rental payment.

SAFETY: TENANTS acknowledge and agree that they responsible for the safety of themselves, their guests and their children with respect to the pool and the property. TENANT acknowledges and agrees to hold OWNER harmless from any injuries to them or their guests. It is understood that there is no lifeguard and that supervision is their responsibility.

KEYS: Access to the house is provided through a key box. One (1) week prior to your rental period, OWNER or Property manager will forward the key code and access instructions. TENANT agrees to return all sets of keys prior to departure. The keys are to be left on the kitchen counter upon departure

LIABILITY: TENANT may be responsible and liable to the OWNER for damages in excess of the security deposit for any damage or loss caused by TENANT or its guests.

BREACH OF AGREEMENT: Failure to comply with any of the foregoing clauses and overall rules established by the OWNER will subject you to immediate removal from our house and forfeiture of all rental payments and security deposits. You hereby consent to be removed from the premises upon demand by the OWNER and further consent to have the Cape Coral Police Department escort you off the premises. If TENANT fails to vacate the premises at the end of the rental period prescribed in this agreement, TENANT shall be charged and liable to the OWNER for \$300.00 per day for every day past the day and time specified in this agreement.

CERTIFICATION: I or we, the TENANT (S), hereby certify and consent that I / we have read the entire agreement and conditions and agree to the terms and will comply with them during the course of this vacation rental.

TENANTS WHO EXECUTE THIS LEASE ARE FINANCIALLY RESPONSIBLE FOR THEIR ACTIONS AND ACTION OF THEIR GUESTS.