RENTAL AGREEMENT

RESERVATION CONFIRMATION & AGREEMENT

This Confirmation & Agreement is considered accepted by you, the guest, once you have completed the booking process. The reservation/security deposit is due at the time of the final payment. Please see Reservation / Security Deposit clause for details. Please note that if pool heat is available at this property, it is an additional charge. If you requested pool heat, that charge will be listed in the quote above. If you did not request and pay for pool heat, the pool heater will be deactivated during your stay. This Confirmation & Agreement is only valid for 2 days without receipt of deposit, after which it becomes null and void. You must be 30 years of age or older, verified by a picture ID including date of birth, to be eligible to rent this property. Check in time is 4:00 pm and check out time is 10:00 am unless alternate arrangements are made prior to arrival.

Age Verification: You must be 30 years of age or older to be eligible to rent this property. A color copy of your driver's license or Passport must accompany the signed agreement. The person signing this agreement takes full responsibility for upholding the terms of the agreement and must be in residence at all times during the rental period.
Payment Schedule: Fifty Percent (50%) of the rent plus tax and cleaning fee is due 90 days prior to your arrival. The balance of the reservation is due 30 days prior to your arrival. Personal checks, PayPal payments, or credit cards are acceptable. You may also arrange for payments to be made through HomeAway. For reservations made within 30 days of arrival, the total amount is due with submission of this agreement.
Reservation Guarantee: Your rental is conditionally reserved until your reservation/security deposit is received and funds clear the bank. Dishonored checks for deposit or rent shall be subject to a $25 processing fee and further returns will cause a cancellation of the reservation
Cancellation: If you cancel or change the dates or terms of your reservation in writing up to 90 days before arrival, you will receive a full refund, less any applicable taxes or fees. If you cancel less than 90 days before arrival, your deposit and any prepaid rent will be refunded ONLY if another rental can be procured for that same period. If no rental is procured, you will lose your deposit and any prepaid rent, not to exceed the total amount of your rental.
Refunds: There are no refunds for late check-in (after 4:00 pm) or early check-out (before 10:00 am), bad weather or illness. If federal, state or local authorities call for an evacuation in the event of a tropical storm, a refund will be made from the date the evacuation is ordered, up to when the order has been lifted and guests can return to complete their reservation.
Reservation/Security Deposit: Your security deposit will be deposited in a non-interest bearing account and held in trust for both parties. If there is no damage or additional cleaning over normal wear and tear, the deposit will be returned to you within 3 - 5 days of your departure. If the deposit was paid with a credit card or PayPal, we will credit the deposit to that account. If damage is found or additional cleaning is required, charges will be taken out of your deposit and the balance returned to you with a list of charges, if any. Please refer to the Care of the Rental Home section for specific information regarding your responsibilities. NOTE: smoking in the home is strictly forbidden and will cause total loss of your security deposit if smoke odor is detected!
Vehicles: All vehicles must be parked in the designated parking area of the property. The total number of parked vehicles must not exceed ML-4340-2. Parking on the lawn, the street, or on adjacent properties will not be permitted.
Care of Rental Home: You are responsible for maintaining the premises in a neat, sanitary condition. No candles or open flame of any kind are allowed inside the property. Maid service is not provided unless prior arrangement has been made. Upon departure you are expected to leave the property as you found it; food removed from refrigerator, garbage in outside trash containers, all lights off, all doors locked and furniture in its original position. Dirty linens and towels should be left on the floor to be collected for washing. You will be responsible for any damage or losses to the rental property or for additional cleaning fees over the normal wear & tear. You will be responsible for lost keys ($25 for each front door key).
Inventory: A record is kept of all equipment supplied with this rental, including linens, towels, cooking utensils, pots and pans, dishes, appliances, microwave, washer/dryer, barbeque grill, coffee maker, toaster oven, and other small

appliances. A complete inspection will be made upon your departure and you will be charged for any broken or missing items.
Conduct: You must adhere to the city Noise Ordinances as follows: Between the hours of 10:00 pm and 7:00 am daily, any sound shall not be plainly audible for a period of one (1) minute or longer at a distance of twenty-five (25) feet or more when measured from the source property line. Between the hours of 7:00 am and 10:00 pm, any sound shall not be plainly audible for a period of one (1) minute or longer at a distance of fifty (50) feet or more when measured from the source property line. Participation in unlawful activities including environmental destruction, natural resource violations, or public nuisance violations may be cause for eviction.
Pets: No pets are allowed.
Disclaimer: If applicable,Covenant Properties and the Owner are not responsible for damage to boats tied to the dock or left on the property as a result of attempted theft, storm damage, improper mooring, etc. We also are not responsible for controlling water depths to and from the rental.
Indemnification: Covenant Properties and the Owner shall not be liable for any loss, injury, death, or damage to persons or property which at any time may be suffered or sustained by lessee or by any person who may at any time be using or occupying or visiting the leased premises or be in, on, or about the premises, whether the loss, injury, death or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of lessee or of any occupant, subtenant, visitor or user of any portion of the premises, or shall result from or be caused by any other matter or thing. Lessee shall indemnify Covenant Properties and Owner against all claims, liability, loss, or damage whatsoever on account of any such loss, injury, death, or damage. Lessee waives all claims against Covenant Properties and Owner for damages to the property in or about the premises, from any cause arising at anytime.
Right of Entry: Covenant Properties, its associates, employees, and subcontractors or the Owners shall have the right to enter the property at reasonable hours for the purpose of making repairs or inspections. Lessee will be contacted via phone prior to any entry into the property.
Performance: This agreement imposes an obligation of good faith in its performance and enforcement. If you default in performing any of the obligations herein, Covenant Properties shall be entitled to recover costs and expenses, including court costs and reasonable attorney's fees. This agreement shall be construed to conform to the Chapter 509 of the Florida Statutes.
Inaccessible Areas: Certain areas of the unit may be unavailable for guest uses. These areas may include, but are not limited to attic space, closets, storage areas and garage.
Smoking: Please be advised that Smoking is Not Permitted in this Property. If, during the cleaning process, it is noted that there is evidence of smoking having taken place or if there is an odor of smoke lingering in the premises, this will result in the loss of the full deposit. Smoking is allowed outside on the lanai or pool area. Any ash tray contents must be disposed of in outside garbage containers.
Occupancy: Maximum occupancy is regulated by local ordinance and is limited to two (2) persons per sleeping room and one (1) person per on hundred fifty (150) gross square feet of living space. The total occupancy for this property is 4 (four). Exceeding the allowed occupancy will result in a breach and default under this agreement and forfeiture of rents and security deposit. Children over 2 years of age shall be recognized as occupants for purposes of calculating number of occupants.
Check In/Check Out: Check in time is 4:00 p.m. unless arrangements have been made prior to arrival. Check out time is no later that 10:00 a.m. Late check out may subject you to additional rent being due which may be deducted from your security deposit. Check in/out will take place on the premises, therefore estimated arrival and departure times, if not the above specified times, must be communicated to Covenant Properties or the Owners via email or phone.
Entire Agreement: This is a 3-page Rental Reservation Confirmation and Agreement, which outlines the conditions and financial terms of your rental. This Agreement represents our complete understanding and no other agreements exist unless they are written into this Agreement. No verbal agreements shall be binding. Any rights granted under this agreement may not be transferred or assigned to anyone else without a new agreement being entered into between the new occupant(s) and the owner.

Please read this agreement carefully. It is understood that this is a short-term vacation rental (under provision of

Chapter 509 of the Florida Statutes) and is only for the licensed use of the property for the stated Term. Please sign and return a copy of this agreement together with all applicable fees due. You must have a copy of this agreement with you during your stay.

BY CHECKING THE "READ AND AGREE" BOX DURING THE BOOKING PROCESS, YOU ACKNOWLEDGE TO HAVING READ THIS AGREEMENT AND HEREBY AGREE TO ITS TERMS AND TO THE PRICING STATED ON-LINE. ADDITIONALLY YOU ACKNOWLEDGE THAT ANY VIOLATION OF THE AGREEMENT MAY RESULT IN IMMEDIATE TERMINATION OF THIS AGREEMENT AND EVICTION FROM THE RENTAL UNIT AND POTENTIAL LIABILITY FOR PAYMENT OF FINES LEVIED BY THE CITY.