

## VACATION RENTAL AGREEMENT

ADDRESS: 233 SW 21<sup>st</sup> Terrace, Cape Coral, FL 33991

DATES OF: \_\_\_\_\_

Landlord/Owner **Barbara Barnes**

Note: **MAXIMUM OCCUPANCY 6**

Address: 381 Stage Rd.

**PETS - Allowed** – Yes \_\_\_\_\_ No \_\_\_\_\_

City, State, Zip: Sanbornton, NH 03269

Phone: 603-496-7267

NAME _____	RENT _____
Address: _____	CLEANING FEE <u>\$180.00</u>
_____	TOTAL PAYMENT _____

Phone \_\_\_\_\_

**CHECK-IN** Time/Day \_\_\_\_\_ **CHECK-OUT** Time/Day \_\_\_\_\_

PLEASE ADVISE IF YOU ARE PLANNING TO ARRIVE AFTER 5 PM OR ON A DATE OTHER THAN ABOVE.

In the event of a cancellation it is necessary to notify owner as soon as possible. If we are successful, your deposit will be refunded. This agreement shall not be assigned or the premises sublet without written consent of Landlord.

I (we) hereby agree to vacate rented premises no later than the hour and date shown above and to leave the keys and garage door opener on the kitchen counter before vacating, I (we) will clean the premises thoroughly, which includes the following:

1. Please clean out refrigerator. Leave no perishable food or drink in it.
2. Empty all garbage into outside cans.
3. Please leave all surfaces free of grease and food (stove, range & grill, counter tops, sinks and appliances).
4. Please leave bathrooms clean of hair.
5. **DO NOT** re-arrange furniture.

Cleaning Service is provided for the fee Of \$180.00.

I (we) agree maintain the property in the same condition in which it was found. Reasonable wear and tear accepted. I (we) agree to replace or have deducted for security deposit for losses, breakage or damage should such occur.

Landlord shall provide towels, linens, cups, knives, forks, spoons, dishes, and other items as commonly used by the Landlord's family. Toilet paper, soap, dish detergent, laundry soap, shampoos, and other consumables are to be replaced by the Tennant. No reimbursement will be made for unused consumables left at the premises.

**LANDLORD/OWNER SHALL NOT BE RESPONSIBLE FOR DAMAGE OR LOSS OF TENANTS PERSONAL PROPERTY.**

Please sign both copies and return one with your deposit check to the owner. Dates of rentals are guaranteed (exception: Act of God, e.g. fire, mandatory evacuation due to hurricane) when deposit has been received. Please make all checks payable to Landlord.

1. Emergency medical and police service can be called by dialing 911. Firehouse is within ½ mile of the house.
2. **It is the tenants' responsibility to learn about safety precautions, warning signs of water conditions, and safety procedures concerning swimming in or being around the pool. Tenant agrees to have a responsible adult supervising minors while they swim in the pool. Tenant is hereby notified that the pool can be dangerous and tenant accepts fully the risks involved. Tenant is further notified to be cautious when exiting the rear of the home as the pool is open and in close proximity to the entry ways and can be a hazard. There is a child safety fence to prevent a fall into the pool.**
3. **Tenant is responsible for the cost of the propane to heat the pool. Payment to the gas company will be made at the time of delivery.**
4. The Tenants shall dispose of all waste material generated during the rental period in a lawful manner and put the trash in the bins along the curb during their stay for pickup. **Wednesday** the garbage is picked up during the day. Tenant is cautioned not to leave trash outside for long periods of time because it attracts animals.
5. The Tenants shall have no more than 8 (eight) persons reside or sleep on the premises.
6. There shall be no smoking inside the premises. Smoking is permitted outside the home and lanai.
7. 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.
8. 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 the tenants and that the tenants should purchase their own insurance for tenants and guests if such coverage is desired.
9. Tenants agree to pay all reasonable costs, attorney's fees and expenses that shall be made or incurred by Landlord enforcing this agreement
10. 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.
11. 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.
12. There shall be no refunds of rents due to shortened stays or ruined expectations because of weather conditions. There shall be no refunds of rents because of shortened stays or ruined expectations due to work and family emergencies or other commitments.
13. No firearms shall be permitted.
14. 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.
15. Tenant agrees not to access the "owner's closet", as it contains personal belongings. The owners' closet is located in the back bedroom. There is a wicker dresser with a closet that should be able to hold most tenants items. If not, it would be permissible to hang items in the closet.
16. Tenant is advised that the property contains a gas grill, and other gas powered items and will seek help from persons mentioned in the notebook if the proper operation of such items is not fully understood.
17. The property has a fire extinguisher installed near the kitchen area in one of the closets. The fire extinguisher was fully charged at last inspection. Tenant agrees to use the fire extinguisher only for true emergencies.
18. The property has fire alarms installed and they are believed to function properly at the time of rental. Tennant will notify management without delay if a fire alarm "chirps" or has a low battery condition.
19. Tennant is advised that there is no carbon monoxide detector on the property and accepts the risk involved in not having one.

20. 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.
21. 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 6 months they shall become the property of the Landlord. The Landlord shall not be held liable for condition of said items.
22. Satellite 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.
23. 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.
24. Tenant agrees that Air conditioning shall not be set below 75 degrees and heat shall not be set above 70, and that the fan setting shall be "Auto". Doors and windows shall be closed when either heat or air conditioning is in operation. The pool heater will not be run when outdoor temperatures are 78 degrees or under; this will save you money on the propane.

Please fill out and sign a copy of this Agreement and mail the signed copy to Landlord.

**NOTE: AIR CONDITIONING AND APPLIANCES**

**ARE NOT GUARANTEED. REPAIRS WILL BE**

**MADE AS SOON AS POSSIBLE. NO REFUND DUE**

**TO FAILURE. REFUNDS ARE MADE IF DUE TO**

**ACT OF GOD (see previous paragraphs)**

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Tenant

Date