

## Vacation Rental Agreement

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| <b>Tenant:</b>       | <b>Owner:</b><br>Paul Ayoub<br>171 Ball Pond Rd<br>New Fairfield, CT 06812<br>203-794-6748 Phone<br>941-870-3491 Fax |
| <b>Arrival Date:</b> | <b>Departure Date:</b>   |

|                                 |          |
|---------------------------------|----------|
| Rental Rate                     |          |
| Cleaning Fee                    | \$65.00  |
| Refundable Deposit              | \$250.00 |
| <b>Total Due</b>                |          |
| Deposit Due (50%)               |          |
| Balance due 30 prior to arrival |          |

It is agreed that the TENANT will rent **Unit #632 at Midnight Cove II, 1400 Cove II Place, Sarasota FL.** from 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 arrival date and end on departure date listed above. This agreement is made directly with the condo owner and has no affiliation with the onsite rental office. The following are the specifics of this agreement:

**SECURITY:** Security is required in the amount of \$250.00. It is payable prior to occupancy and is due in Personal Check, Bank Check or Credit Card. Security will be held in a non-interest bearing account. Applicable security will be returned to the TENANT within (30) days after termination of this Agreement. All or part of the security may be withheld in the event of property damage and/or excessive utility charges are incurred. In such an instance the TENANT will be notified within thirty (30) days of vacating the property as to the amount withheld and the reason. The security deposit shall in no way be used as rental payment.

**CHECK-IN/CHECK-OUT:** The check-in time is after 3:00 pm. The check-out time is before 10:00 am. TENANT agrees to such time periods so the property may be properly cleaned for the next guest. If you have a car, please register it with the main office.

**CANCELLATIONS:** Cancellations must be made in writing at least ninety (90) 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.

**ADDITIONAL CHARGES:** All "Normal" utilities are included. Tenant will be charged additional fees for the following: long distance phone charges, excess linens, fines or summons imposed by Midnight Cove II as a result of your actions or your guest's actions, any damage to the condo, contents, grounds or dock, excessive utilities, water, electric, etc. Anything requiring service or action by owner or agents as a result of tenants actions. The phone will be blocked from long distance and 900 number calls. A calling card or credit card will be required to make long distance calls. Toll free calls are assessable.

**PETS:** There shall be no pets allowed on the premises for any reason.

**GUESTS/PARTIES/NOISE:** The TENANT must supervise Guest(s) while on the premises. Noise in the condo must be kept to a reasonable level as not to cause a disturbance to the neighbors or 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 condo whatsoever.

**CLEANING:** Leave all beds unmade if used and the last day's towels in the bathrooms. All dinnerware, pots, pans, glasses should be cleaned and the dishwasher empty. Please discard used food from the cabinets and refrigerator, and all recyclables placed in the container in outdoor bins. Tenant will be charged for excessive linens and /or unwashed dishes and the like. Trash should be removed from the condo and put in the appropriate bins.

**MAINTENANCE:** It is expected that major systems in the condo will break down from time to time such as air conditioning, refrigerator, etc. Owner will attempt to repair the problem as soon as possible upon notice by the tenant. Owner assumes no liability to tenant if such should occur as all products have a useful life and break down occasionally.

**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(s) dishes, recycling, notification to owner of any damages or problems with the property and locking of all windows and doors when tenant leaves the condo.

**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 premises for any business, professional, unlawful or hazardous purpose.

**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 unreasonable damages caused during their stay.

**HOLD HARMLESS AND INDEMNITY:** OWNER of rental property shall not be liable for any damages and/or injury to TENANT and/or their guest(s), or their personal property due to TENANT'S acts, actions or neglect. TENANT agrees to hold OWNER harmless against any claim for damage and/or injury due to TENANT'S act or neglect or tenants guests acts or neglect.

**OCCUPANTS:** The occupancy of the condo is limited to the number of persons and particular persons described in this agreement. The maximum occupancy is Four (4) persons. The only exception is children under the age of 24 months with our consent. If tenant exceeds the maximum occupancy, tenants and any/ all guests are subject to immediate removal and forfeiture of their security deposit and rental payment. If tenant exceeds the maximum occupancy without owners consent, tenant will be charged \$100.00 per day, per person that exceeds the maximum rental. In addition, no boats or trailers are allowed to be parked on the property. The tenant must seek storage of the trailer(s) offsite at a proper trailer storage facility. A maximum of one automobile is allowed to be parked on the property. No parking of automobiles or trailers are allowed on any adjacent vacant lots in the area. Failure to comply with these rules will subject you to immediate removal from our condo and forfeiture of all rental payments and security deposits.

**ACCESS:** Tenant agrees to allow access to the condo and property to owner and his agents upon 24 hours notice by telephone or in person. Agents include, but are not limited to, plumbers, electricians, rental companies, maintenance, pest inspection, etc. Owner reserves the right to

inspect the premises and condo interior upon 24 hours notice to tenant. Tenant agrees not to deny access. If tenant refuses to allow access to owner or any agent designated by 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 are responsible for the safety of themselves, their guests and their children with respect to the pool and canal. 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 his or her responsibility.

**KEYS:** Entrance to the condo is by an electronic keypad. Once final payment has been received the code will be given to tenant. If the outside closet is locked, there is a key in the kitchen drawer. The key must be returned upon departure.

**LAWS:** The Laws of the State of Florida shall apply to all terms under this Agreement. Any dispute under this agreement shall be venued in Sarasota, Florida. It is expressly agreed and understood that this lease shall not be recorded in the County Clerks office.

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

**ARRIVAL INFORMATION:** If the hot water is not on, turn the circuit breaker on in the panel across from the master bathroom. In the outside closet you will find beach accessories, Please feel free to use them and return them when done. There is a first-aid kit in bathroom drawer and a fire extinguisher under the sink. Feel free to use the Laptop or connect your own. Password will be emailed upon final payment.

**DEPARTUE CHECKLIST:** Upon departure, the checklist must me completed and returned to the owner within 7 days. The security refund will not be issued until the checklist has been received. It can be sent via fax or mailed. Please don't forget to leave your comments or suggestions in our guest book.

**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.

Condo Phone Number 941-328-3867

Basic Handyman & Housekeeping Service - Diana Dolbun 941-592-0219

Handyman Rafael Cruz (941)587-8287

\_\_\_\_\_  
Signed

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Dated

Which website did you use to find out about us? \_\_\_\_\_

MIDNIGHT COVE II #632  
DEPARTURE CHECKLIST

Name \_\_\_\_\_ Rental date \_\_\_\_\_

Upon Departure please check the following:

- ☐ Turn off Laptop
- ☐ Turn off hot water heater from circuit breaker
- ☐ Set AC to 75 degrees
- ☐ Make sure all windows are closed
- ☐ Make sure patio door is closed
- ☐ Make sure counters are clean
- ☐ Make sure the dishwasher is empty
- ☐ Make sure stove and oven are off
- ☐ Empty food out of refrigerator, freezer cupboards
- ☐ Bring all garbage to dumpster
- ☐ Clean refrigerator, freezer and cupboards if necessary
- ☐ Clean oven of grease and baked on foods
- ☐ Turn off all lights
- ☐ Return all items to original location
- ☐ Return outside closet key to kitchen drawer
- ☐ Lock Door upon departure

Please report any issues or problems -

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Would you like to rent the condo again? \_\_\_\_\_

Please fax to 941-870-3491

Or mail to:

Paul Ayoub

171 Ball Pond Rd

New Fairfield, CT 06812