

VACATION RENTAL AGREEMENT

It is agreed this Agreement is made the ____ day of _____, 20__, and that _____ and _____ (collectively, the "Tenant"), having an address of _____, will rent 911 Tulip Court, Marco Island, Florida (the "Leased Premises") from Russell and Dana Gache, (the "Owner").

Whereby the following are agreed to by the parties:

1. **TERM.** Owner leases to Tenant and Tenant leases from Owner the above described Leased Premises for a term beginning on _____, 20__ and, unless earlier terminated pursuant to the terms of this Agreement, ending on _____, 20__ ("Term").

2. **SECURITY:** A Security Deposit is required in the amount of \$500.00 and is due along with Owner's receipt of a signed original of this Agreement, and is payable by personal check, bank check or wire transfer. The Security Deposit will be held in a non-interest bearing account. The applicable Security Deposit amount will be returned to the Tenant within (30) days after the expiration or earlier termination of this Agreement.

All or part of the Security Deposit may be withheld in the event of property damage to the Leased Premises, its furnishings and fixtures; excessive utility, linen, or cleaning charges; and/or as otherwise described in this Agreement. In such an instance the Tenant will be notified within thirty (30) days of vacating the Leased Premises as to the amount withheld and the reason. The Security Deposit shall in no way be used as rental payment. Nothing herein shall be deemed to limit the liability of Tenant for breach of this Agreement, damage to the Leased Premises, or excessive utilities, linens or cleaning charges to the amount of the Security Deposit, and such Deposit shall not be considered as liquidated damages.

3. **PAYMENT:** The rental rate for the Term hereof is _____ Dollars (\$__, _____.), and a ten percent (10%) Florida tax will be assessed on the rental rate, along with a One Hundred Dollar (100.00) cleaning fee. The total rental amount due, including the Security Deposit, shall be _____ Dollars (\$_____.). The balance of the total rental amount, after payment of the Security Deposit, is due 30 days prior to occupancy. All such payments shall be made to Owner at Owner's designated address on or before the due date and without demand.

4. **CHECKI-IN/CHECK-OUT.** Check-in is at 5:00pm and check-out is at 10:00am. Access to the house is provided through a key box. Prior to arrival, owner will be forwarded the key code to the key box. There are, at least, one set of keys in the home as well. Tenant agrees to leave the key in the key box at all times and all sets of keys obtained from inside the home shall be left on the kitchen counter prior to Tenant's departure. Any personal property and belongings left in or on the Leased Premises after check-out shall be considered abandoned and Owner may dispose of such personal property in any manner Owner deems proper. Owner is hereby relieved of all liability for any such disposal of personal property.

5. **ADDITIONAL CHARGES:** Tenant will be charged additional fees for the following: fines or summons imposed by Marco Island as a result of actions or inactions of Tenant, its guests and/or invitees; damage to the house, contents, grounds, pool, boat lift and dock; excessive utilities, cleaning or linens; anything requiring service or action by Owner or its agents as a result of the actions and/or inactions of Tenant' and/or Tenant' guests (example, leaving toys at bottom of pool).

Note: 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.

Tenant Initials _____

6. **GUESTS/ NOISE:** Tenant must supervise his/her guest(s) and invitees while on the Leased Premises. Tenant, their guests and invitees agree not to violate the quiet enjoyment of the neighbors and general public, and agree to respect their privacy and property. No overnight guests are allowed without Owner's knowledge and written consent, and at no time may the maximum occupancy be exceeded without the Owner's written consent. Owner is not responsible for the actions or inactions of other property owners, including the breach of Tenant's quiet enjoyment of the Leased Property.

7. **CLEANING:** Upon the expiration or earlier termination of the Term, all beds are to be left unmade if used and the last days towels left in the bathrooms. All dinnerware, pots and pans, should be cleaned and the dishwasher empty. Food from the cabinets and refrigerator must be discarded, and all recyclables placed in the container in the garage. Tenant will be charged for excessive linens and/or other failures to comply with these cleaning requirements. Tenant must regularly remove trash and recyclables from the house and put at the street on the appropriate pick-up days.

8. **MAINTENANCE:** It is expected that major systems in and around the house may break down from time to time such as air conditioning, pool pump and filter, washer, dryer, refrigerator, etc. Upon notice from Tenant of a malfunction, Owner will attempt to repair the problem as soon as possible, or if Owner has a home warranty, Owner will immediately notify the warranty company. Owner assumes no liability to Tenant if such should occur as all products have a useful life and break down occasionally.

9. **GARAGE/BOAT LIFT:** The Owner uses part of the garage for storage, and as such it is not part of the rentable space. Owner hereby grants Tenant its permission to use the unused portions of the garage. The boat lift is available for Tenant's convenience, but is not considered part of this rental agreement. Therefore, in the event the boat lift is operable, Owner is not responsible for its repair. However, all items in storage and the boat lift are subject to all other requirements of this Agreement by Tenant, including without limitation, the requirement that Tenant, its guests or invitees not cause damage to the items in storage or the boat lift.

10. **ILLEGAL DRUGS:** Under no circumstances shall any illegal drugs be allowed on the Leased Premises. Tenant understands that possession and use of any such illegal substances is grounds for immediate eviction and forfeiture of payment, including the Security Deposit. Tenant further waives any and all rights to recourse against the Owner for enforcing this clause.

11. **MISCELLANEOUS TENANT RESPONSIBILITIES:** All occupants are required to perform routine normal household duties, including without limitation:

- * Garbage removal (Mondays and Thursdays)
- * Cleaning of individual and guest(s) dishes
- * Keeping and maintaining the Leased Premises, the grounds and appurtenances in clean, sanitary condition and immediately notify Owner of any unsafe conditions
- * Recycling as required by Law - (Thursdays)
- * Immediate Notification to Owner of any damages or problems with the Leased Property
- * Locking of all windows and doors when Tenant leaves the house.

12. **SUBLETTING/ASSIGNING/OCCUPANCY:** Tenant shall not assign this Agreement, or sub-let or grant any license to use the Leased Premises or any part thereof without the prior written consent of Owner. An assignment, sub-letting or license without the prior written consent of Owner or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Owner's option, terminate this Agreement. The Tenant shall occupy and use the Leased Premises as a vacation residence only and not use the Leased Premises for any business, professional, personal or primary residence, unlawful or hazardous purpose.

13. **SURRENDER OF PREMISES.** Upon the expiration of the Term hereof or the earlier termination of this Agreement, Tenant shall remove all his/her personal property and surrender the Leased Premises in as good a state

and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof excepted.

14. **LIABILITY.** Owner shall not be liable for any damage or injury of or to the Tenant, Tenant’s family, guests, invitees, agents or employees or to any person entering the Leased Premises or to goods or personal property, to the extent such damages and injuries are not a result of Owner’s breach of this Agreement. Tenant hereby agrees to indemnify, defend and hold Owner harmless from any and all claims or assertions for such damages or injuries of every kind and nature. Tenant acknowledge and agree that they are responsible for the safety of themselves, their dependents, guests and invitees, including without limitation, safety with respect to the pool, dock and canal. Tenant acknowledges and agrees to hold Owner harmless from any related injuries to themselves, their dependents, guests and invitees. It is understood that there is no lifeguard and that supervision in and around the pool and canal is Tenant’s sole responsibility.

15. **ALTERATIONS AND IMPROVEMENTS.** Tenant shall make no alterations or changes to the buildings, landscaping, pool, or improvements on the Leased Premises without the prior written consent of Landlord. Tenant shall not move, change or re-arrange the furniture and fixtures, including without limitation move in additional furniture and fixtures, without the prior written consent of Owner.

16. **ABANDONMENT.** If at any time during the Term of this Agreement Tenant abandons the Leased Premises or any part thereof, Owner may, at Owner's option, obtain possession of the Leased Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever. If Owner's right of reentry is exercised following abandonment of the Leased Premises by Tenant, then Owner shall consider any personal property belonging to Tenant and left on the Leased Premises to also have been abandoned, in which case Owner may dispose of all such personal property in any manner Owner shall deem proper and Owner is hereby relieved of all liability for doing so.

17. **OCCUPANTS:** The occupancy of the Leased Premises is limited to the following number of persons and the particular persons, all of whom are considered Tenants:

- Tenant 1: _____
- Tenant 2: _____
- Tenant 3: _____
- Tenant 4: _____
- Tenant 5: _____
- Tenant 6: _____
- Tenant 7: _____
- Tenant 8: _____

The maximum occupancy, including all the Tenants, permitted on the Leased Premises at any given time is eight (8) (“Maximum Permitted Persons”). If Tenant exceeds the Maximum Permitted Persons, Tenant and any/all guests or invitees are subject to immediate removal and Tenant’s forfeiture of the Security Deposit and rental payment(s). If Tenant exceeds the Maximum Permitted Persons without Owners prior written consent, Tenant will be charged \$200.00 per day, per person that exceeds the Maximum Permitted Persons.

In addition, no trailers, boat or otherwise, are allowed to be parked on the Leased Premises. Tenant must seek storage of any trailer(s) offsite at a proper trailer storage facility. A maximum of three (3) automobiles are allowed to be parked **only on the paved portions** of the Leased Premises. No parking of automobiles or trailers is allowed on any landscaped area of the Leased Premises, nor on any adjacent property or vacant lots. A maximum of one boat may be docked in the canal. Failure to comply with these rules will subject Tenant to immediate removal from the Leased Premises and forfeiture of all rental payments and Security Deposit.

18. **WEATHER CONDITIONS/ACTS OF GOD:** Notwithstanding anything herein, Owner is not responsible for any weather condition or acts of God or nature that happen during the Term of this Agreement, and as such, no refunds will be made in such event.

19. **CONSTRUCTION:** Owner is not responsible for any actions or inactions by other property owners or their agents in and around the Leased Premises. Marco Island is in an area of continuous construction of new homes and renovations. Owner is not advised by other property owners of their intent to begin construction or repairs to their property and Owner has no control over such. Owner is not responsible for any noise or disruption that may arise and caused to Tenant by other property owners during the Term.

20. **UNFORESEEN CONDITIONS:** If any unforeseen conditions or problems with the Leased Premises arise prior to or during the Term, Owner reserves the right in its sole discretion to either refund Tenant' payment pro rata or attempt to place Tenant in a comparable house with the substantially similar accommodations, e.g., amenities and number of bedrooms. For example, such conditions include without limitation, vandalism, theft, fire, and sale of the property. Owner assumes no responsibility for such unforeseen conditions.

21. **ACCESS:** Tenant agrees to allow Owner, and/or Owner's agents, access to the Leased Premises (including without limitation, the interior of the home) for routine maintenance, servicing, repairs and inspections. Agents include, but are not limited to, local handyman and manager, plumbers, electricians, rental companies, pool maintenance, pest inspection, etc. Owner and its agents shall further have the right to exhibit the Leased Premises and to display the usual "for sale" signs on the Leased Premises at any time. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions that do not conform to this Agreement or to enforce any restrictions, rules or regulations affecting the Leased Premises. Tenant agrees not to deny access. If Tenant refuses to allow access to Owner or its agent(s), the Owner reserves the right to immediately terminate this Agreement, and Tenant agree to immediately vacate the Leased Premises upon demand by Owner. In such event, Tenant will forfeit the rental payments and Security Deposit.

22. **BREACH OF AGREEMENT:** If Tenant fails to comply with any of the provisions of this Agreement, Owner may at Owner's sole option, and notwithstanding anything herein to the contrary, exercise any and all rights and remedies available to Owner at law or in equity and/or may immediately terminate this Agreement. Without limiting the foregoing, failure to comply with any of the foregoing clauses and overall rules established by Owner will subject Tenant to immediate removal from the Leased Premises and forfeiture of all rental payments and the Security Deposits. In the event of a breach by Tenant or its guests, Tenant hereby consents to be removed (and to remove all guests and invitees) from the Leased Premises upon demand by the Owner and further consents to have the Marco Island Police Department escort Tenant, its guests and invites off the Leased Premises. If Tenant, its guests or invitees, fail to vacate the Leased Premises at the end of the Term or upon Tenant's breach, Tenant shall be charged and liable to Owner, in addition to all other remedies available at law or equity, \$500.00 per day for every day past the day and time specified in this Agreement or Tenant's breach.

23. **MISCELLANEOUS. NO SMOKING IS ALLOWED ON THE LEASED PREMISES, INCLUDING WITHOUT LIMITATION IN THE HOUSE OR LANAI.** There shall be no pets allowed on the Leased Premises. Tenant shall not record this Agreement in the Public Records of any public office. Should it become necessary for Owner to employ an attorney to enforce any of the conditions or covenants hereof, Tenant agrees to pay all court costs and related expenses so incurred, including attorneys' fees. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental authorities, and Owner requests affecting the cleanliness, use, occupancy and preservation of the Leased Premises. This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Florida. Any disputes under this Agreement shall be venued in Collier County, Florida. This Agreement and Tenant's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Leased Premises by Owner, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable

