

# SEASONAL/SHORT TERM RENTAL AGREEMENT

We thank you for choosing PREMIER SOTHEBYS INTERNATIONAL REALTY and hope you enjoy your stay in Florida. If Terms and conditions are acceptable, please sign this agreement and return to PREMIER SOTHEBYS INTERNATIONAL REALTY. If you are renting the unit sight unseen, your signatures on this reservation releases Broker, and its representatives from any deficiencies you may find in the unit upon your arrival. Please bring your copy with you on arrival.

Tenant Name(s):

Total # of Occupants:

Property Address:

Phone #

Parking Space:

Number of Bedrooms:

Check in Date: (After 3:00 P.M.)

Check Out Date: (10:00 A.M.)

Owner's Names:

RENTAL AGENT:

@sothebysrealty.com

RENT FOR TERM: \$

SALES/TOURIST TAX: \$

PREPAID DEPARTURE CLEANING: \$

BOOKING CHARGE: \$50.00

DAMAGE PROTECTION PLAN: \$39.00

CLEANING/DAMAGE/UTILITY DEPOSIT: \$1000.00 (Security Deposit)

CONDO/HOMEOWNERS ASSN. APPROVAL FEE: \$

SOTHEBY'S MAIN PHONE: (239) 262-4242

EMERGENCY PHONE: (239) 498-3628

TRAVELERS INSURANCE (OPTIONAL) \$

## TO BE PAID AS FOLLOWS

1<sup>st</sup> PAYMENT OF: \$ Rent (INCLUDING) Travelers Insurance charge if accepting Travelers Insurance.  
DUE NO LATER THAN: DATE, 2013 (PAYABLE TO: PREMIER SIR)

(OR)

1<sup>st</sup> PAYMENT OF: \$ Rent if (DECLINING) the Travelers Insurance.  
DUE NO LATER THAN: DATE, 2013 (PAYABLE TO: PREMIER SIR)

CONDO PAYMENT OF: \$ DUE NO LATER THAN: DATE, 2013 (PAYABLE TO: )

CONDO PAYMENT OF: \$ DUE NO LATER THAN: DATE, 2013 (PAYABLE TO: )

2<sup>nd</sup> PAYMENT OF: \$ DUE NO LATER THAN: DATE, 2013 (PAYABLE TO: PREMIER SIR)

3<sup>rd</sup> PAYMENT OF: \$ DUE NO LATER THAN: DATE, 2013 (PAYABLE TO: PREMIER SIR)

Please make checks payable as indicated above and send to: **PREMIER SOTHEBYS INTERNATIONAL REALTY AT: 1395 PANTHER LANE, SUITE 200, NAPLES, FL 34109**. Taxes are subject to change according to applicable law. Personal checks will be accepted only if received (8 weeks prior to arrival) and drawn on a U.S. bank. All money is due as per the above dates in the form of a **Cashiers Check, Money Order, Personal Check or Travelers Check** (U.S. Funds).

UTILITIES/SERVICES/CHARGES RESPONSIBILITY "T" FOR TENANT "O" FOR OWNER

Electric—O

Water—O

Sewer—O

Cleaning Charge (Base)—T

Gas—O

Pest Control—O

Pool Service—O

Softener Salt—O

Local Phone—O

Basic Cable—O

Trash—O

Broker will hold Seasonal Cleaning / Damage / Utility Deposit ("Deposit") unless otherwise specified here.

**Special Stipulations: SMOKING IS NOT PERMITTED AT ANY TIME IN THE RENTAL UNIT OR THE LANAI / BALCONY AREAS IF APPLCABLE.**

Initial \_\_\_\_\_

(1) If Tenant desires to cancel this lease at any time prior to the commencement of the lease term, the Landlord (through Broker) will attempt to find a replacement tenant for the lease term and conditions. If no replacement tenant is procured, all rental monies will be due and payable as outlined, and all deposits paid shall be forfeited to Landlord. If a new tenant is procured, Landlord will credit against the balance due from Tenant any rental monies received from the replacement tenant (less commissions payable plus \$250.00 service fee to Broker)

**(2) If this lease requires the approval of a condominium or HOA, then this lease is subject to approval of such association prior to Tenant's occupancy. Tenant agrees to promptly complete all documents and provide all information as required by the respective association, and make every reasonable effort to secure approval in a timely manner. If association requires an additional security deposit, then such security deposit shall be paid by the Tenant, and Landlord and Broker shall not be responsible for the timely return or use of such deposit.**

This Agreement is intended to be a legal and binding contract and is subject to the approval of any condominium and /or homeowner's association if any is required. Parties signature below signifies their agreement with all terms of this agreement.

**CHECK-IN: Check-in time is any time after 3:00 p.m.** Upon arrival you will pick up your keys at the office address listed on the reservation form during business hours until 4:30 p.m. If you plan to arrive after 4:30 p.m., or on the weekend, you will need to call your LEASING ASSOCIATE at least one week in advance to arrange special timing for key pick-up. **REFUNDS OR ADJUSTMENTS CANNOT BE MADE FOR LATE ARRIVALS OR EARLY DEPARTURES FOR ANY REASON.**

**CHECK-OUT: Check out time is any time before 10:00 a.m.** Tenant shall be liable for any damages as a result of late check-out.

**PAYMENT:** All money is due as per the above dates in the form of a cashiers check, money order or travelers check (U.S. Funds). Personal check will be accepted only if received 8 weeks prior to arrival and drawn on a U.S. bank.

**OCCUPANTS:** Only those designated in this agreement, as Tenant shall occupy the unit unless written consent of Owner or Owners agent is obtained. Tenant agrees to abide by all occupancy rules of association or other governing agency.

**ASSOCIATION RULES AND REGULATIONS:** Anyone occupying a unit governed by a homeowners or condominium association shall abide by all association rules and regulations. Tenant shall not be permitted to take occupancy unless Tenant has obtained all required association approvals. Tenant shall have sole responsibility for making application to the association and shall do so within the time frame required by association. Tenant agrees to comply with all association requires for information.

**ACCOMMODATIONS:** Due to circumstances beyond the control of Broker and/or Owner, if your designated unit is not available for any reason, Broker will use its best efforts to locate a comparable substitute unit. In the event a substitute unit is not available, Tenant agrees to hold owner, Broker, its agents and representatives harmless for any damages, costs or inconvenience suffered and Tenant shall receive a full refund of any and all amounts paid.

**AMENITIES:** Tenant agrees to hold Owner and Broker harmless in the event of a failure of or non-availability of any amenity.

**VEHICLES:** No boats, motor homes, trailers, commercial vehicles or motorcycles shall be permitted on the premises unless otherwise provided herein.

**PETS:** Pets are not permitted and constitute a serious violation. If an exception is made, Tenant agrees to execute a pet addendum and Owner may charge a non-refundable pet fee and/or a pet Deposit. Non-refundable pet fees are subject to sales and tourism tax.

**SEASONAL CLEANING/DAMAGE/UTILITY DEPOSIT:** This Deposit is required with all confirmed reservations and shall not be applied to the rent by the Tenant. Owner may apply Deposit to electric, telephone, cleaning charges, taxes and damages or any charges due under the terms of this agreement as well as consider such deposit a good faith deposit. Deposit balances if any will be refunded after Owner receives **ALL** final bills. **THIS GENERALLY TAKES UP TO 60 DAYS.** Damages caused by Tenant will be deducted from the Deposit or charged to the credit card on file but this does not limit the amounts to be charged. Tenant agrees to submit payments for long distance, electric, utility charges as they are submitted to Tenant during the rental term. Any balance of amounts owed left after check-out will be deducted from the Deposit or charged to the credit card on file. If any additional sums are due over and above the amount of the Deposit, Tenant agrees to send payment on demand from Broker or Owner immediately. Utility charges may be prorated by Owner if billing periods do not correspond to occupancy dates.

**DAMAGE PROTECTION PLAN:** This Vacation Rental Damage plan covers unintentional damages to the rental unit interior that occur during your stay, provided they are disclosed to management prior to check-out. The policy will pay a maximum benefit of \$3000.00. Any damages that exceed \$3000.00 will be charged to the credit card on file. If, during your stay at one of our Rental Properties, an Insured Person causes any damage to real or personal property of the unit as a result of inadvertent acts or omissions, the Insurer will reimburse the Insured for the cost of repair or actual cash value of such property up to a maximum benefit of \$3000. Certain terms and conditions apply. Full details of the Vacation Rental Damage coverage are contained in the Description of Coverage or Insurance Policy ([www.vacationrentalinsurance.com/G10VRD](http://www.vacationrentalinsurance.com/G10VRD)). The Vacation Rental Damage can be purchased up to, and including, check-in.

**By submitting payment for this plan, you authorize and request CSA Travel Protection and Insurance Services to pay directly Premier Sotheby's International Realty any amount payable under the terms and conditions of the Vacation Rental Damage.**

**Please contact Premier Sotheby's International Realty directly if you do not wish to participate in this plan or assignment.**

**RIGHT OF ENTRY:** Unit is not currently listed for sale. Upon 24 hours notice, Owner or Owners representative(s) have the right to enter the unit for the purpose of showing the unit to prospective purchasers or tenants, to make repairs, or to inspect unit. Owner and Broker and/or its representatives have immediate right of entry in cases of emergency, or to protect or preserve the premises.

Initial \_\_\_\_\_

**CANCELLATION TERMS:** (I) If Tenant cancels this agreement, Tenant shall be obligated to pay all RENT payments specified in this agreement and all monies received by Broker or Owner may be retained. (ii) Owner may cancel this agreement at least 90 days prior to check-in date and all advance funds will be refunded to Tenant. Owner or Broker shall not be responsible for any costs Tenant may incur for travel or other arrangement in the event of cancellation by Owner or Tenant.

**PHONE.CABLE:** Tenant is responsible for all long distance and any additional Cable services if Cable is provided. Phones shall be used for local calls only. Any long distance calls must be made by calling card, collect or credit cards. Do not accept any collect calls or allow any calls to be charged to the phone.

**MISCELLANEOUS CHARGES:** Tenant shall be assessed Locksmith charges and Association charges, if any, for each key, pass, pool tag, opener, lost or not returned to Broker or Owner upon check out date. Such charges will be deducted from the Deposit. Tenant agrees to pay Broker the greater of \$35.00 or actual cost immediately to provide access to the unit in the event of a lock out.

**CLEANING CHARGES:** Tenant agrees to pay the aforementioned cleaning charges, plus applicable taxes. Tenant shall clean all dishes. Tenant is not required to launder all linens/sheets/towels prior to check-out. Tenant shall not be responsible for making up beds at check out. Tenant authorizes Broker and Owner to deduct these Cleaning Charges from the Deposit. If Broker determines, in its sole discretion, that excessive dirt, furniture stains, carpet stains or other damage is present, additional charges will be assessed and deducted from Deposit and/or charged in addition to the Deposit.

**MAINTENANCE:** Owner shall be responsible for maintaining the unit unless damage is caused by Tenant's misuse or neglect. Tenant agrees that no rent reduction or abatement will be given unless unit is deemed to be completely uninhabitable. Tenant may not make any changes to the unit and must put furniture back to its original placement if moved. Broker will order repairs in a timely manner once notification is given by Tenant, but Broker has no control over the scheduling availability of vendors. Any work performed by condo or homeowners association in the unit or building, nearby buildings, grounds or common amenities is not reason for refund or cancellation of this agreement after check-in date. Broker shall not be liable for any losses or damages, including incidental or consequential damages, including those caused by Owners failure to perform repairs and maintain the unit.

**ASSIGNMENT:** Tenant shall not assign this agreement or sublet the premises or any part thereof. Any unauthorized transfer of interest by the Tenant shall be a material breach of this agreement.

**INDEMNIFICATION:** Tenant agrees to indemnify and hold harmless Owner and Broker and their agents from claims, suits or damages of any kind, from or related to any acts or omissions of Tenant or Tenant's guests. Tenant agrees to indemnify and hold Broker and its agents harmless from damages and losses unless due to Broker's gross negligence. Tenant agrees to look solely to the Owner in the event of a legal dispute regarding this agreement or the premises.

**RISK OF LOSS:** Personal property of Tenant and Tenant's invitees shall be in the unit at the sole risk of Tenant. Broker and Owner shall not be liable for any damage caused to said personal property arising from fire, accident, acts of God, criminal acts, acts of negligence or bursting or leaking water pipes.

**TENANT** agrees that in the event there are hurricane or storm shutters on the premises, TENANT will install same if there is a hurricane or tropical storm watch or warning in effect and/or at the request of the property manager or owner. If TENANT is unable to perform the task for any reason, TENANT agrees to notify property manager or owner as soon as any storm watch or warning is placed into effect.

**ATTORNEYS FEES:** Should it become necessary for Owner or Broker to employ an attorney to enforce the terms and conditions of this agreement, Tenant shall be responsible for all costs and Attorneys fees including, but not limited to: an in house attorney of broker whether or not suit is filed.

**HAZARDS:** It is unknown if there are hazards that affect the premises. Broker does not have the technical expertise to advise you of their significance or to ascertain whether or not they are present. Hazardous substances in the home can include cleaning chemicals, paint, lawn and garden chemicals and a variety of indoor air pollutants that can accumulate in improperly ventilated buildings. Hazardous substances outside the home include those found in contaminated land, water, landfills and other disposal sites, and industrial air and water emissions. Some of the more common hazards are asbestos, ground water contamination, lead based paint, urea formaldehyde, foam insulation (UFFI) mold, mildew and radon gas. Any property built prior to 1978 may contain a lead based paint hazard. Tenant is not permitted to have access to any rooms, storage areas or closets, which are designated to be exclusively for the use of the Owner.

**RADON GAS:** Radon Gas is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon and radon testing may be obtained from your county public health unit. Broker makes no representations about the existence of radon gas on the subject premises.

**TIME IS OF THE ESSENCE:** Time is of the essence with respect to all time periods contained in this agreement.

**AGENCY:** Tenant understands and agrees that Broker will be compensated by the Owner.

**ACCEPTANCE BY FACSIMILE SHALL CONSTITUTE VALID BINDING ACCEPTANCE OF THIS LEASE AGREEMENT.**

\_\_\_\_\_TENANT \_\_\_\_\_OWNER

\_\_\_\_\_TENANT \_\_\_\_\_OWNER



## GUEST TRAVEL INSURANCE

Congratulations on your decision to reserve a property in Southwest Florida!

Occasionally plans change due to illness and you may find yourself in a situation not allowing you to fulfill your reservation. A solution to this may be the Guest Protection Plan by CSA Travel Protection.

The PLAN will pay for your reservation in the event something unexpected prevents you occupancy. Please read the enclosed information carefully.

Should you have any additional questions, please contact CSA directly at **1.866.999.4018**. Refer to product number G-330.

**\*\*\*YOU ARE UNDER NO OBLIGATION TO ACCEPT THIS COVERAGE\*\*\***

CSA Travel Protection has a long-standing reputation and extensive experience in the travel insurance field. The policy they offer represents a good value along with broad coverage. You are welcome to seek your own coverage.

If you elect to accept this coverage the amount of the first payment will include the insurance premium. You must sign and return this form along with all other required paperwork in the reservation package.

**(YES)** \_\_\_\_\_ I want the Guest Protection Plan by CSA.

\_\_\_\_\_  
Guest Signature

\_\_\_\_\_  
Guest Signature

If you do not wish to participate in this plan, deduct the amount of travel insurance from your first payment. You must sign and return this form to indicate your non-acceptance.

**(NO)** \_\_\_\_\_ I do **NOT** want the Guest Protection Plan by CSA.

\_\_\_\_\_  
Guest Signature

\_\_\_\_\_  
Guest Signature