

Seasonal Rental Agreement

3822 SW 11th Avenue

Cape Coral, Florida 33914

Tenant Name:

Address:

Cell Phone

Home Phone

Business Phone

Email

List Occupants:

Check In Date

Check Out Date

Owner's Name: Greg Couture

Owner's Cell/Text: 802 343 4737

Owner's Email: greg@conroycouture.com

Rent Per Week

Rent Per Month

Total Rent:

11% Tourist Tax:

Cleaning Fee:

Utility Fee:

Security Deposit:

Pet Deposit:

Additional Fees:

Total Fee Due:

To Be Paid As Follows:

Deposit:

Due With Agreement

1st Rental Payment

Due With Agreement

Balance Due

Due February 1, 2010

Make checks payable to: **Greg Couture, 37 Southcrest Dr, Burlington, VT 05401** unless otherwise instructed in writing. Taxes are subject to change according to applicable law.

SMOKING IS NOT PERMITTED AT ANY TIME ANYWHERE ON THE PROPERTY, INSIDE OR OUTSIDE.

This agreement is a legally binding contract. Party's signature on this document signifies their agreement with price, terms and conditions of the agreement.

Check-In: Check-in time is any time after 3:00pm. Arrangements will be made with the owner prior to check-in to secure a key and access the property. REFUNDS OR ADJUSTMENTS WILL NOT BE MADE FOR LATE ARRIVALS OR EARLY DEPARTURES FOR ANY REASON.

Checkout: Check out time is any time before 11:00am. Tenant shall be liable for any damages as a result of late checkout.

Payment: Tenant will be issued key and given approval to access the property on check-in date only after acceptable payment have been received by owner. All money is due in the form of a cashier's check or money order. Personal checks will only be accepted if received 4 weeks prior to check-in date 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 is obtained.

Pool: There is an unheated, in ground pool on the property. Owner is responsible for cleaning and maintenance under normal wear and tear conditions. Tenant agrees to hold Owner harmless in the event of a failure or non-availability of the pool. Tenant responsible for any damage to pool.

Vehicles: No boats, motor homes, trailers, commercial vehicles or motorcycles shall be permitted on the premises unless otherwise provided herein and agreed to in writing by Owner.

Garage: Tenant acknowledges Owner is storing their car in the garage. Tenant is given approval to use refrigerator/freezer in the garage, use electric garage door opener and clicker for ingress and egress. Tenant is not given approval to use owner's car or store anything inside the garage.

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 pet Deposit. Non-refundable pet fees are subject to sales and tourism tax.

Security Deposit: Deposit is required with all confirmed reservations and shall not be applied to the rent by the tenant. Owner may apply Deposit to 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. Non-interest deposit balances, if any, will be refunded after Owner/representative inspects the property, gets estimate(s) for damage caused, and Owner receives all final bills. Damages caused by Tenant will be deducted from the Deposit but this does not limit the amounts to be charged. If any additional sums are due over and above the amount of the Deposit, Tenant agrees to send payment on demand to Owner.

Right of Entry. Upon 24 hours notice, Owner or Owner's 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 & its representatives have immediate right of entry in cases of emergency, or to protect or preserve the premises. Tenant shall not alter, add locks or change locks.

Cancellation Terms. (i) Tenant may cancel this agreement and pay a \$150 cancellation fee to Owner by providing Owner with written notice by certified mail at least 90 days prior to check-in date. (ii) If Tenant cancels this agreement less than 90 days prior to the check-in date, Tenant shall be obligated to pay all RENT payments specified in this agreement and all monies received by Owner may be retained. (iii) Owner may cancel this agreement at least 90 days prior to check-in date and all advance funds will be refunded to Tenant. Owner shall not be responsible for any costs Tenant may incur for travel or other arrangements in the event of cancellation by Owner.

Phone/Cable: Tenant is responsible for all long distance phone and any Cable services. Phones shall be used for local calls only. Any long distance calls must be made by a calling card, collect or credit cards. Tenant shall not accept any collect calls or allow any calls to be charged to the phone.

Miscellaneous Charges: Tenant shall be assessed \$30 charge per key if lost or not returned to the Owner upon checkout date. Such charges will be deducted from the Deposit.

Cleaning Charges: Tenant agrees to pay \$150 cleaning charges for normal wear and tear, plus applicable taxes. Tenant shall clean all dishes. Tenant is not required to launder all linens, sheets, and towels prior to checkout. Tenant shall not be responsible for making beds at checkout. The owner may, but is not limited to, to deduct from the deposit for excessive dirt, furniture stains, carpet stains.

Maintenance: Owner shall be responsible for maintaining the home 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. Owner or representative will order repairs in a timely manner once Tenant gives notification, but Owner has no control over the scheduling availability of vendors. Any work performed on the property is not reason for refund or cancellation of this agreement after check-in date.

Sight Unseen: If Tenant is renting the home sight unseen, signatures on this contract make it a legally binding contract. If the property has deficiencies, Owner will be contacted immediately to resolve deficiencies in a timely manner, but is not reason for refund, discount or cancellation, unless subject property deemed to be completely uninhabitable.

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 their representatives 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 harmless Owner and their representatives from claims, suits, or damages of any kind, from or related to any acts or omissions of Tenant or Tenant's guests.

Risk of Loss: Personal property of Tenant and Tenant's invitees shall be in the home at the sole risk of Tenant. 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 of leaking pipes.

Attorney's Fees: Should it become necessary of Owners to employ an attorney to enforce the terms and conditions of this agreement, Tenant shall be responsible for all costs and Attorneys fees of Owner including, but not limited to, whether or not suit is filed.

Hazards: It is unknown if there are hazards that affect the premises. 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 base paint, urea formaldehyde, foam insulation (UFFI), mold, mildew and radon gas. Subject property is built after 1978. Any property built prior to 1978 may contain a lead based paint hazard.

Radon Gas: Radon gas is a normal occurring radioactive gas that when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

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

WHEN AGREEMENT IS FULLY EXECUTED, ACCEPTANCE BY FACSIMILE OR ELECTRONICALLY SHALL CONSTITUTE VALID BINDING CONTRACT OF THIS LEASE AGREEMENT.

TENANT

DATE

TENANT

DATE

OWNER/REPRESENTATIVE

DATE