

Sea Breeze Cottage Vacation Home Rental Contract

DATE: _____

Sea Breeze Cottage ("The Premises") at:
103 Highland Avenue
Bradenton Beach, Florida 34217

Tenant Name: _____

Tenant Mailing Address: _____

City, State, Postal Code _____

Home Telephone: _____

Cell Phone Number: _____

Fax number: _____

Email: _____

Reserve Dates:

Arrival: _____ Time _____ **Check In Time is 3:00 PM**

Depart : _____ **Check Out Time is 11:00AM**

Number of Guests: _____

Arriving by Car _____ Airline _____

Number Of Adults: _____

Sorry, No Children or Pets without approval from Sea Breeze Florida, LLC. _____

Rate: _____ . **The rate does not include 11.5% tax.**

AGREEMENT: Between Sea Breeze Florida LLC ("SBF") acting as owner's agent and Tenant as stated above agree as follows:

Tenants are at least 25 years of age (" an Adult") and will be an occupant of the premises during the entire reserved period. In addition to tenant, other authorized occupants may be tenants' friends or family members provided tenant signing this agreement accompanies them. Should any unauthorized persons use or occupy the premises, Tenant and all others shall vacate the premises immediately without refund if so directed by the SBF or Owner.

Reservations: Reservations are not guaranteed until Sea Breeze Florida LLC receives the security deposit, rental fees, if applicable, and a signed copy of this rental contract.

Pets: Pets are NOT allowed in or on the premises without written approval from Sea Breeze Florida, LLC. Exceptions must be approved **in advance before arrival**. If approved, Tenant is responsible for all damage caused by the pet. A nonrefundable \$150 per rental fee is due if a pet is approved. This fee covers pest and allergy control measures which we do for the next guest. Violation of the pet policy will result in termination of tenant's rental agreement and there will be no refund or any amounts including deposits.

Smoking: **Sea Breeze Cottage is No Smoking.** Please be considerate to our guests. Smoking on the premises will cause a forfeiture of security deposit.

Arrival: **Arrival time is 3:00PM** on the date of your arrival, unless otherwise arranged in writing. The details of where to obtain keys will be arranged before your arrival.

Check-out: **Check-out time is 11:00 AM on the last day of your reservation.**

Telephones: Local calls are included. No toll calls can be charged to the phones in the home. Fees occurring on the owner's bill will be charged to the guest, by way of deduction from the security deposit. A calling card can be used for long distance calls. **Be aware that some calls within the 941 area code are a toll.**

Cleaning: A cleaning fee is added to the weekly rental cost. The owners ask that you bag all trash and utilize the trash containers located outside in courtyard. Trash day is Tuesday and Friday. No cleaning service is provided during your stay. At checkout, premises are to be left in a tidy state, used towels placed in bath tub, dishes and cooking utensils rinsed and placed in the dishwasher. If excessive cleaning is required an additional cleaning fee could result and will be deducted from your security deposit.

Responsibility: Tenant/guest accepts full responsibility for all acts of children and visitors, as well as any personal injury or property damage which may occur. Tenant will be charged for any damage aside from "normal wear and tear", which is defined as damage, which cannot be distinguished before an individual instance of use, but is noticeable after tenant's use period. Tenant will be charged for any and all missing items. SBF is to be notified immediately (by emergency phone number contact) if any damages to the property do occur. Excessive noise to the point of being a nuisance to the residential neighborhood is not permitted. **PLEASE NOTE – IF THE POLICE ARE CALLED TO THE PROPERTY FOR A NOISE COMPLAINT OR ANY ARREST, ALL PERSONS WILL BE IMMEDIATELY EVICTED WITHOUT REFUND OR RECOURSE.** Tenant/Guest will lock all doors and windows when the home is not occupied. For your safety and security all doors should be locked at all times.

Appliances / Maintenance. There will be no rebates given for inoperable appliances or faulty equipment, unfavorable weather, early departure, interruption of utilities, construction in the area or maintenance problems. False or unwarranted maintenance repairs called for by tenant may be billed to tenant. SBF, upon being notified of any malfunction, will make every reasonable effort to have any such appliance or air conditioner promptly repaired.

Personal Property. All personal property of the tenant(s) on said premises shall be and remain his sole responsibility and risk and SBF or the owner(s) shall not be liable for any damages to, or loss of such personal property arising from any acts of negligence of any other persons, nor from any other cause whatsoever, nor shall SBF or the owner(s) be liable for any injury to the person of the tenant(s) or other persons in or about the premises, the tenant(s) expressly agreeing to hold SBF or the owner(s) harmless in all such causes and events.

Fire Or Casualty Damage. If, during the rental period, the building is so damaged by fire or natural disaster, without fault or negligence of the tenant(s), such that it is rendered wholly unfit for occupancy and cannot be repaired within forty eight hours, then this lease shall terminate as of the date of such casualty, and tenant(s) shall pay the rent apportioned to the time of the casualty. If such injury or casualty can be repaired within forty-eight hours thereafter, the agent may enter and repair, and this lease shall not be affected, except that the rent shall be suspended during repairs.

Evacuation: In the unlikely event that the State or local authorities order a mandatory evacuation of an area that includes the Premises, Tenant shall comply with the order. Upon compliance, Tenant will be entitled to a credit on a future stay, but not a refund, of the prorated rent for each night that Tenant is unable to occupy the Premises because of the order.

Indemnity, Right of Entry, and Assignment: The owners and/or their agent will not be liable for damages to property, theft, or injuries resulting from any accident that may occur in or on the premises during guest occupancy. Tenant agrees to indemnify and hold harmless Agent and the Owner from and against any liability for personal injury or property damage sustained by any person (including Tenant's guests) as a result of any cause, unless caused by the negligent or willful act of agent or the Owner. Owner reserves the right to refuse occupancy to anyone deemed detrimental to the premises or to immediately discontinue occupancy at any time if it is judged that continued occupancy would be detrimental to the premises. Tenant agrees the Owner or their respective representatives may enter the Premises during reasonable hours to inspect the Premises, to make such repairs, improvements or alterations thereto as Owner may deem appropriate, or to show the Premises to prospective purchasers or tenants. Tenant shall not assign this Agreement or sublet the Premises in whole or part without written permission of Sea Breeze Florida LLC.

Disclaimer Of Warranties. TENANT(S) UNDERSTANDS AND AGREES THAT THERE ARE NO FURTHER, OTHER OR ADDITIONAL WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE, HEREUNDER OR AS A RESULT THEREOF, THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE OF LEASE AGREEMENT AND ARE NOT EXPRESSLY STATED HEREIN.

Financial notices: 30% of total amount due is due within 30 (thirty) days of reservation request, along with applicable security deposit, to SBF. The balance of all fees will be required before occupancy. Payment may be made by Visa, MasterCard, personal check (drawn on U.S. bank only and presented 14 days in advance of departure), certified check, cash or money order. **Security Deposits: A security deposit of 10% of rental or one hundred (\$500) whichever is greater is required to confirm a reservation. Security deposits earn no interest for the tenant and are not time-deposits.** Security deposits will be mailed to guest within 10 days of check-out by check. Written notice will be made if damages are charged against the security deposit refund. Charges may include additional cleaning fees due to excessive misuse of the premises, damage to the premises, or missing items from the premises. If charges exceed security deposit and owners seek legal remedy, tenant/guest will pay all collection costs and attorney fees.

Cancellations: Cancellations must be made *in writing* and delivered by fax, E-mail or regular mail. You will receive a response within 24 hours from SBF upon receipt. If notice is given at least 60 days prior to scheduled arrival, the deposit and any rental payments made will be refunded, less 10%. Cancellations occurring less than 60 days of arrival date shall be subject to forfeiture of deposit, unless we are able to rent the property to another party for the reserved period at an equivalent rate. Early departures will result in forfeiture of rental balance.

Disputes. This lease shall be governed by and interpreted in accordance with the law of the State of Florida and shall be treated as though it were executed in the County of Manatee, State of Florida. Any action by Tenant relating to this agreement shall only be resolved by binding arbitration in the State of Florida. Tenant specifically consents to such jurisdiction, to extraterritorial service of process and to arbitration of all disputes brought forward by Tenant.

I certify that I agree to abide by all rules and policies herein. Failure to adhere to rules and policies may result in assessments against my security deposit, or denial of occupancy without refund, as well as any other legal remedy.

Printed Tenant Name _____

Signature of Tenant _____

Date Signed _____

Sea Breeze Florida, LLC by

Please mail or fax completed copies to: Sea Breeze Florida LLC
PO Box 2551
Tarpon Springs, Florida 34688-2551
Telephone: +1-727-945-0285 Fax: +1-727-939-4684

Or email a PDF scanned copy to :info@seabreezecottage.com