Days By The Bay-Largo 2.3.2019 Lease Agreement and Rental Rules

ADDRESS: 1854 Indian Rocks Road Largo, FL 33774

OWNER: Ron And Barb Day 4742 42nd Ave SW #245 Seattle, WA 98116 <u>rondaytrip@hotmail.com</u> 206.228.2938

CHECK-IN TIME is AFTER 4PM EST AND CHECKOUT is 11 AM EST. NO Early Check-in or late checkout without owner's agreement. We have a time and date stamp front door camera to help us with the security of this property.

This is a **NON-SMOKING** House. Any smoking must be out doors, 15' away from doors and windows. Any smoking indoors will result in forfeiture of any damage deposit.

This house is equipped with WIFI enabled electronic door locks. Access may be denied by nonpayment of negotiated rent and fee payments, any and all violations of this Lease agreement, and any and all violations determined by video surveillance of front and other doors, such as damage to any area under surveillance.

AGE – Minimum rental age is 25 years old.

PETS – small dogs under 30# are permitted in house only with prior approval from owner. We have a 2-pet maximum/ per stay, with a \$100 per pet fee, per week of rental. **This fee is nonrefundable and must be paid in advance.** Please make payments on **credit card via PayPal or other online payment means to** rondaytrip@hotmail.com

- Pets must be disclosed at time of rental.
- All pets must be leashed at all times.
- Pet owners are responsible for cleaning up any/all pet refuse.
- Pets are not allowed on any furniture at any time.
- Any evidence of pets on furniture will incur extra cleaning fees and/or forfeiture of damage deposit.
- All pets must have all claws trimmed and filed.
- Pets must be kenneled (guest must provide) if left in house or in back yard area unattended
- All pets must be up-to-date on rabies vaccinations and all other vaccinations.
- Heartworm prevention is highly recommended.
- All pets are to be treated with Advantage or similar topical flea and tick repellent three (3) days prior to arrival. Fleas and ticks are very rampant in this area and can cause harmful/fatal illness to humans and pets.
- All items above are the sole responsibility of the pet owner.
- The homeowner assumes no responsibility for illness or injury that humans or pets may incur while on the premises.

It is hereby agreed by and between ______ (*Homeowner*) and ______ (*Guest*) that homeowner will allow guest to have the following described pet and no others in the

vacation home upon and subject to the terms and conditions of the rental agreement and this addendum.

The permission granted herein shall be limited to a certain pet named and described below:

Type of Pet:		
Breed:		
Color:		
Weight:		
Age:		
Sex:		_
Neutered: Yes	No	

Guest hereby agrees to comply the following:

- 1. Guest to pay additional pet fee in the amount of \$100 per Week, per pet. 2 pets maximum
- 2. All pets must comply with the following specifications (documentation from an accredited veterinarian must be provided by Guest upon request):
 - a. May not exceed thirty (30) lbs.
 - b. Must be at least one (1) year of age or older.
 - c. Must be spayed or neutered.
 - d. Must be up-to-date on rabies vaccinations and all other vaccinations. Heartworm preventive is highly recommended.
- 3. All pets must be leashed at all times.
- 4. Guest is responsible for cleaning up any/all pet refuse. A \$100 fee will be deducted from damage deposit for any pet refuse not disposed of properly
- 5. Pets are not allowed on furniture at any time. Any evidence of pets on furniture may incur extra cleaning fees.
- 6. Pets must be kenneled (guest must provide) if left in house unattended
- 7. All pets are to be treated with a topical flea and tick repellent three (3) days prior to arrival. Fleas and ticks are very rampant in this area and can cause harmful/fatal illness to humans and pets.
- 8. Pet will not damage premises. If damages are caused, the cost of the damage may be deducted from security deposit.
- 9. Guest should prevent pets from producing excessive noise at a level that disturbs neighbors.
- 10. Pet will not be left unattended for an undue length of time, either indoors or out. Pet will not be left unattended on balcony, patio, or porch.
- 11. Homeowner assumes no responsibility for illness or injury that may incur to pets or humans while on the premises.

All items above are the sole responsibility of the pet owner.

Sign_____

Date____

DAMAGE/RESERVATION DEPOSIT - A reservation damage deposit of \$500 is required. This must be received within five (5) days of booking the reservation. The deposit automatically converts to a security/damage deposit upon arrival. The deposit is NOT applied toward rent; however, it is fully refundable within (7) days of departure, provided the following provisions are met. **Disregard this deposit if you are booking through AirBnB and VRBO.**

- No damage is done to house or its contents, beyond normal wear and tear.
- Pets must be disclosed at time of rental. Not doing so will forfeit all damage deposit return.
- No charges are incurred due to contraband, pets or collection of rents or services rendered during the stay.
- All debris, rubbish and discards are placed in dumpster, garbage cans, and recycling bins provided, and soiled dishes are placed in the dishwasher and cleaned.
- Unit is left locked.
- All charges accrued during the stay are paid prior to departure.
- No linens are lost or damaged.
- NO early check-in or late checkout without prior owner approval.
- Driveway left clean, and with no oil or fuel stains.
- Pet refuse disposed of properly
- Pool cleaning device (Robby) replaced in pool and functioning, if guest has taken off line during stay.
- Any tampering with front door security camera and or electronics associated with this system.
- Any tampering with WIFI system
- Any tampering with on demand entertainment system
- Any tampering with owner secured closets, cabinets, and garage.
- **Any** evidence of a party or event being held at this property with more people than the maximum occupancy (10 people) without owner's prior consent.
- The renter is not evicted by the owner (or representative of the owner), the local law enforcement, or the security company employed by My Community.

PAYMENT – **Disregard this deposit if you are booking through AirBnB and VRBO**. An advance payment equal to 50% of the rental rate is required 60 days before arrival. The advance payment will be applied toward the rent. Please make payments via **credit card via PayPal or other online payment means to** <u>rondaytrip@hotmail.com</u>. The advance payment is not a damage deposit. The BALANCE OF RENT is due fourteen (14) days before your arrival date.

CANCELLATIONS – CANCELLATIONS - A thirty (30) day notice is required for cancellation. Cancellations that are made more than thirty (30) days prior to the arrival date will incur no penalty. Cancellations or changes that result in a shortened stay, that are made within 30 days of the arrival date, forfeit the full advance payment and reservation deposit. Cancellation or early departure does not warrant any refund of rent.

MONTHLY RESERVATION CANCELLATIONS – Monthly renters must cancel one hundred twenty (120) days prior to check-in. Monthly renters who make a change that results in a shortened stay must be made at least ninety (90) days prior to check-in.

MAXIMUM OCCUPANCY – The currently listed rental rate is limited to six (6) persons. An additional charge or \$37.00 per person per night for guests in addition to six (6) will be assessed. There is a house Maximum of Ten (10) guests

MINIMUM STAY – This property requires a three (3) night minimum stay. Longer minimum stays may be required during holiday periods. If a rental is taken for less than three days, the guest will be charged the three-night rate.

INCLUSIVE FEES – Rates include a one-time linen & towel setup. Amenity fees are included in the rental rate.

NO DAILY HOUSEKEEPING SERVICE – NO DAILY HOUSEKEEPING SERVICE – While linens and bath towels are included in the unit, daily maid service is not included in the rental rate. We suggest you bring beach towels. We have beach towels for the pool area but do not permit towels or linens to be taken from the house. Lost towels will be deducted from the damage deposit return.

RATE CHANGES – Rates subject to change without notice.

FALSIFIED RESERVATIONS – Any reservation obtained under false pretense will be subject to forfeiture of advance payment, deposit and/or rental money, and the party will not be permitted to check in.

WRITTEN EXCEPTIONS – Any exceptions to the above-mentioned policies must be approved by homeowner in writing in advance.

PARKING – PARKING – Parking is limited to three vehicles. Vehicles are to be parked in circular driveway. Parking on the road is not permitted. Any illegally parked cars are subject to towing; applicable fines/towing fees are the sole responsibility of the vehicle owner.

HOT TUB, POOL, AND WATERFRONT AREA – Use at your own risk!

Pool is **NOT** heated. To have Hot Tub/Spa heated during your stay will require an additional **\$50/day and must be paid in advance.** Please make payments via **credit card via PayPal or other online payment means to** <u>rondaytrip@hotmail.com</u>.

ALL Children under 12 must be adult supervised outside in pool and waterfront area. All children NOT potty trained MUST wear swim diapers. No children under the age of 12 permitted in hot tubs at any time. When using the hot tub, remember there is a certain health risk associated with this facility. Use at your own risk. Our pool service maintains the pool and spa and may arrive during your stay unannounced, to perform this service. Our current day is Tuesday, however this may change without notice.

FIREPLACE – The fireplace is NOT operational.

WATER AND SEPTIC –DO NOT FLUSH anything other than toilet paper and or human waste. No feminine products should be flushed at any time. Dispose of in garbage can provided. If it is found that feminine products have been flushed and clog the sewer, you could be charged damages of up to five hundred dollars (\$500). Bacon grease must be cooled and then discarded in garbage can/refuse containers provided. Please honor these polices as you would in your own home.

STORM POLICY- HURRICANE OR STORM POLICY – No refunds will be given unless:

- The state or local authorities order mandatory evacuations in a "Tropical Storm/Hurricane Warning area" and/or
- A "mandatory evacuation order has been given for the Tropical Storm/Hurricane Warning" area of residence of a vacationing guest.
- The day that the authorities order a mandatory evacuation order in a "Tropical Storm/Hurricane Warning," area, we will refund:
 - Any unused portion of rent from a guest currently registered;
 - Any unused portion of rent from a guest that is scheduled to arrive, and wants to shorten the stay, to come in after the Hurricane Warning is lifted; and
 - Any advance rents collected or deposited for a reservation that is scheduled to arrive during the "Hurricane Warning" period.

TRAVEL INSURANCE – We highly recommend all guests purchase travel insurance. If you wish to purchase travel insurance, go to www.InsureMyTrip.com for details and to purchase.

This house is privately owned; the owners are not responsible for any accidents, injuries or illness that occurs while on the premises or its facilities. The Homeowners are not responsible for the loss of personal belongings or valuables of the guest. By accepting this reservation, it is agreed that all guests are expressly assuming the risk of any harm arising from their use of the premises or others whom they invite to use the premise.

This rental may be paid online thru a number of payment services. **Disregard this section if** you are booking through AirBnB and VRBO.

If you wish to use a credit card for this rental, please provide the following information

Name on credit card:

Credit card billing address: _____

City	-	01-1-	7:	• • • · · ·	
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Type of Credit Card: Master Card Visa

Credit Card Number_____

Exp date_____ CVV (Security)Code _____

I hereby give permission to charge my credit card for the amounts above. I agree that all rental monies are non-refundable per cancellation policy above. I have read my rights to purchase travel insurance.

By Signing Below, I agree to all terms and conditions of this agreement.

Sign_	Date

Days By The Bay-Largo Rental Agreement Checklist

Booking Information

- □ Property Address
- □ # of Guests Booked
- □ Guests Name(s)
- □ Check-In Time, Date & Day of Week
- □ Checkout Time, Date & Day of Week
- □ Rate Change Provisions

□ Pet policy agreement and payment

Payment Instructions

- □ Security Deposit Amount
- □ Total Bill
- □ Cleaning Fee
- Pet Fee
- Tax Rate
- □ Payment Schedule Including Dates
- □ Balance Due Date
- □ Payment Methods Accepted
- □ Address to Mail Checks
- □ Returned Check Fee
- □ Instructions for Paying by CC
- □ Cancellation Policy

Credit Card Authorization

- □ Name on Card
- □ Billing Address
- □ Credit Card Number
- □ Type of Card
- □ Expiration Date
- □ Reiterate Cancellation/Refund Policy
- □ Signature with Date

Rental Rules

- □ Smoking Policy STRICT
- □ Pet Policy STRICT
- □ Rental Restrictions (Age, Noise, etc.) Quiet time 10PM-7AM
- □ Maximum Occupancy 10
- □ Minimum Stays 3 night

Post-Stay Information

- □ Housekeeping Procedure
- □ Checkout Policy (Keys, Cleaning, etc.)
- Penalty for Early Check In/ Late Checkout \$100/hour without agreement from owner this will be confirmed by our front door camera.
- Deposit Refund Policy (incl. deadline) within 7 days

Other

- Written Exceptions Clause (if renter wishes to alter anything outlined in rental agreement)
- Parking Information
- □ Inclement Weather Policy
- □ Use of/Access to Community Amenities
- □ Homeowner Contact Info

Days By The Bay-Largo 9.25.2018 Lease Agreement and Rental Rules

I agree to the terms described in this Lease Agreement and agree to honor all these terms.

Signature_____date_____

Printed Name of signer_____