

Short Term Rental Agreement

Name: _____

Signature: _____

This Short Term Rental Agreement - Date of Execution:

In consideration of the following covenants, agreements, limitations, conditions by the parties, hereto for themselves, their successors, legal representatives, and assigns, hereafter called the "Landlord" doth lease unto: Below.

* Condo Regulations dictate a limitation of 7 persons – 3 bedroom / 6 persons - 2 bedroom
Occupancy Limits Are Strictly Enforced

*** Absolutely NO PETS (not even visiting pets) & NO SMOKING**

This document must be signed and returned ASAP for Reservation to be confirmed, or the reservation will not be valid.

**Please email Lease to:
jillsandcastles@gmail.com or Fax to: 866-393-0738
Check-in – 3pm Check-out - 10am**

Unit #	
From:	To:

Travel Insurance is available at this website: <http://www.InsureMyTrip.com/?linkId=7959>

Agree <input type="checkbox"/>	Date _____
Occupancy # _____	

Tenants Who Will Occupy the Property, Including Infants and Babies

Printed Name	Address City, State, Zip	Telephone Number	Email Address
1.			
2.			
3.			
4.			
5.			
6.			
7.			

FROM:		TO:		UNIT
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1. I am over 23 years old. I have read this agreement and I agree with all of its terms and conditions.

2. Adult Tenants Must Sign Below:

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Agree <input type="checkbox"/> Date _____ Occupancy # _____ Tenant Initials _____

Agreements and Covenants

1. Providing always, that the Tenants hereby abide by the covenants as follows and agree to pay 100% of rent and applicable state taxes.
2. Tenant understands and agrees that if they fail to utilize this confirmed reservation, all funds received, other than security deposits, will be retained as liquidated damages unless the confirmed unit is re-rented at the same rate and the same time period. Travel Insurance is available at this website: <http://www.InsureMyTrip.com/?linkId=7959>
3. Tenants agree that the premises can only be used and occupied by the Tenants named on this lease. Subletting would result in immediate eviction and cause forfeiture of monies collected. Occupancy limits are strictly enforced. If any additional persons (adults/children/babies) reside in unit not listed on the lease, the lease will be null and void and you will be asked to vacate the premises. Your vacation would be cancelled and your security deposit forfeited. We do have an on-site manager that makes certain our rules are adhered to.
4. Tenants agree to reimburse the owner for any and all repairs to the said premises including but not limited to wiring, electrical repairs, plumbing, appliances, etc. when damage was caused by the negligence or fault of the tenants.
5. Tenants agree to surrender and deliver up said premises at the end of this rental agreement, without demand, in as good order and condition as when entered upon.
6. Tenants agree that in the event the premises are destroyed by fire, hurricane, or other non-avoidable casualties or acts of God, this rental agreement shall terminate immediately and Tenants agree to vacate immediately.
7. Tenants agree and understand that the Landlord has a vested interest in the security, upkeep and condition of the premises and agrees to notify the Landlord within one hour or as soon as reasonable possible of any and all repairs, defects, maintenance or any drastic changes in the condition of the property. Tenants agree to permit the Landlord or agent of the Landlord, without notice, at any reasonable time to enter said premises or any part thereof for the purposes of exhibiting the same or making repairs, or to provide for the security of the premises on behalf of the Landlord's interest in said property. Landlord has the right to protect the premises in any manner that the Landlord deems appropriate which may include a security check from time to time,
8. Tenants agree not to use the demised premises, or any part thereof, or permit the same to be used for illegal, immoral, or improper purposes and agree not to make or permit to be made, any disturbances, noise, or annoyance whatsoever detrimental to the premises, or the comfort and peace of the inhabitants in the vicinity of the demised premises. House Parties are not allowed under any circumstances. If Tenants are found in violation, occupancy will be terminated immediately with no refund.

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Agree <input type="checkbox"/> Date _____
Occupancy # _____
Tenant Initials _____

Agreements and Covenants

9. Tenants agree they are coming in with NO PETS and NONE SHALL BE ALLOWED TO ENTER or OCCUPY THE PREMISES. Any pets brought on to the property by the Tenants will be considered a breach of this contract and Tenants agree to immediately vacate the premises. The Tenant agrees to be responsible for damages caused by pets and agree to forfeit their security deposit in the event that an unapproved pet is found on the premises.
10. Tenants agree that smoking is NOT allowed on said premises. If smoke is detected in the premises the Tenant will forfeit 100% of their Security Deposit.
11. It is further understood and agreed between the parties hereto, that all covenants and agreements of this rental agreement shall be binding upon and apply to the heirs, executors, legal representatives, and assigns of the respected parties hereto.
12. It is further understood and agreed between the parties hereto, that the Landlord is not responsible for loss or damage to tenant's personal belongings while on said premises. By signature of this rental agreement by all Tenants, Tenants agree to waive and release and forever discharge Landlord of all claims whatsoever with respect to each and every claim, cause of action, liability, or demand of any kind or nature known or unknown at this time which may arise from the date this rental agreement commences. Such claims are hereby released by all Tenants and agree by their signature below, that they will not bring action of any kind against the Landlord for any reason whatsoever.

The tenant covenants and agrees that the Landlord has taken extraordinary care to deliver and prepare the premises to ensure the safety and well-being of the Tenants.

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The Landlord Hereby States the Following

1. The property may have ceramic tile or marble floors that are known to become slippery when wet.
2. The property has sliding glass shower doors and care should be taken when operating and closing these doors.
NOTE: Extra caution should always be taken when entering the premises with wet feet or slippery shoes.
3. The pool may be equipped with a security fence to prevent accidental slippage and injury to guests occupying the property. There is no lifeguard on duty at the pool. Swimming and use of the pool is at your own risk. The property may be surrounded by water, therefore extra care should always be taken when walking near the water and constant adult supervision should be provided to safeguard your guests and children.
4. If tenant has taken possession of the unit and through Acts of God or Mechanical Failure: i.e.: elevators, power outage, pool shut down, etc.
 - a. Owner will NOT be held *responsible* for loss of use.
5. If Tenant has not taken possession of the Unit and through Acts of God or mechanical failure: i.e.: elevators, power outage, pool shut down, and Owner has received a deposit in full payment,
 - a. Owner will be responsible ONLY for payments received.

By Signature below, the Tenants covenant that the Landlord shall not be held liable for any damage or injury to the Tenants, his agents, family or guests or to any other persons entering the premises whether or not prior written approval has been obtained by the Landlord. It is the parent or legal guardian's sole responsibility to safeguard and protect their children. The premises are defined as the whole of the residence. Including balconies, windows and doors, pool, surrounding land, or any equipment, appliances, community areas therein and Tenant further agrees to and does hereby indemnify the Landlord against such liability. And Tenant further agrees to indemnify and hold Landlord harmless from all claims of every kind in nature rising out of injuries to any persons or property occurring during the time in which Tenants are occupying the premises. Tenant hereby releases Landlords from any liability from any claims that may arise in favor of the Tenant, Tenant's family or Tenant's guests during the term of occupancy the terms, conditions, covenants and provisions in this agreement shall be governed by the laws and the State of Florida. All Tenants and Landlord must date and print their name clearly, and sign as an indication that they have read and agree to the terms of this Rental Agreement.

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Guardianship Responsibility Agreement

I, (see below), the Parent or Legal Guardian, understand and agree this document is meant to be an acceptance of full parental and/or legal responsibility regarding the minor (under 21) child(ren):

Who will be residing with me (the Parent or Legal Guardian) in the condo rental **Unit # _____** at:

Sandcastles, 1000 N. Atlantic Avenue, Cocoa Beach, FL 32931

It is the parent(s) or legal guardian(s) responsibility to safeguard and protect their children. I further agree to hold Jill Bavetta, owner of said rental condo **Unit # _____**, completely and totally harmless in any and all regards for any actions and/or consequences of such actions that may occur due to said minor(s) presence. It is understood this includes accidents, intentional or unintentional acts, or any other issue where there may be a question of liability and/or responsibility. The undersigned parent(s) or legal guardian(s) fully accept their obligation solely.

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Tenant Initials _____	

Damage Deposit

Upon departure of the tenant the landlord will initially assess premises for damage to said premises.

- Any damages including, but not limited to, furnishings, missing items, damage to faux painting, stains on furniture and furnishings, stains on bed linens, damage to carpets, glass and dish breakage, burn marks, scratches on countertops and furniture, etc. will be deducted from the Tenants security deposit.
- In the event that the damage to the Landlords property exceeds the security deposit, the Tenants agree to pay additional damage amounts within 30 days of receipt of damage estimates provided by Landlord.
- If found to be excessively dirty there will be an additional cleaning fee charged, at the rate of the cleaning company.
- All disputes of damages must be made in writing within 30 days from date the invoice is mailed by Landlord.
- By signature of this agreement, Tenants agree to have the disputed matter settled through binding arbitration in Cocoa Beach, Florida for settlement of any disputed amounts. Excluding the provision for damage, the Landlord agrees to refund the tenants security deposit within 4-5 days of the ending dates of this agreement, unless prior agreement is made with Tenants. Tenants agree to pay Landlords attorney fees in the event of a dispute over security deposit.

Cancellation Policy

Travel Insurance is highly advisable for your vacation, especially during our Hurricane Season (September – November). 90% refund if cancelled at least 60 days before arrival date. If after 60 days, IF the unit is able to be re-rented during your reservation period, 90% refund of what was paid.

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