

1. **SECURITY DEPOSIT:** The Tenant is responsible for the care of the premises, appliances and furnishings and for any and all damage by negligent or wrongful acts caused by the Tenant or Tenants guest. Tenant agrees that the owner may deduct charges for any damages as well as any excess cleaning fees Security Deposits will be refunded upon inspection and cleaning of the property no later than 30 days from date of departure, unless a claim for damages is made, in such case you will be advised of such by Registered Mail.
2. **CANCELLATION POLICY:** The reservation deposit is refundable, less a \$100.00 cancellation fee, if cancelled between 31 and 60 days prior to your scheduled arrival. No refunds are given if cancellation is received less than 31-days prior to arrival date, unless we re-rent the home for the dates confirmed to you. If the home is re-rented your deposit less \$100.00 cancellation fee will be returned to you. There will be no penalty if cancellation is due to Emergency or Medical reasons and the owner is provided with written documentation. The owner reserves the right to cancel for any reason with 90 days notice and a full refund will be given. If the deposit is put on a credit card, a \$30 credit card processing fee will be charged on any refunds. The administration fee is non-refundable.
3. **HURRICANCE:** Tenant is aware that the property is located in the Florida Keys and as such Hurricanes can be generated with little or no warning. Tenant agrees that should a MANDATORY evacuation be issued by Monroe County, Tenant will (1) comply with government officials and (2) receive a prorated refund of the unused nights accommodation. Tenant agrees to the best of their ability and time constraints, secure the property before evacuation, however this should obviously not be done if lives are at risk. Should tenant voluntarily evacuate without a mandatory evacuation order no refund will be made. Should a mandatory evacuation order be in effect when you were meant to check in and you elect not to check in a full refund for the unused portion will be made.
4. **CLEANING FEE:** The normal rates are as follows: up to 10 persons \$250.00 and up plus all state and local sales tax. If unusual cleaning is necessary, there will be an additional charge deducted from the security deposit; copies of all charges will be furnished with your refund of remaining funds on deposit. The cleaning fee is a pass through cost paid directly to the cleaning service by the owner. An extra charge will be assessed if the cleaning service has to spend more time cleaning for the number of guests present or if the cleaning service is called to the property during the guests stay. This charge will be deducted from your security deposit. If you have any questions/concerns about this, please discuss this with the Greeter upon your arrival. Following the rules of departure should avoid any extra cleaning fees.
5. **CLEANING RESPONSIBILITIES:** Your cleaning fee is intended for a onetime cleaning upon your departure. It is your responsibility to maintain the home in a neat and clean condition throughout your stay. Some cleaning supplies are left in the home for your use, however if they run out it is your responsibility to replace them. Laundry facilities are provided for your convenience. You will be charged extra for leaving excessive dirty laundry (more than one set of linens per bed). It is also your responsibility to wash all dishes prior to departure. Please observe garbage pick-up and recycle days. A BBQ grill is provided with propane gas. While the propane gas does not need to be replaced, the BBQ grill should be left in the same condition as when you checked in. If you need to buy propane, provide the owner with a copy of the receipt and your deposit will be adjusted accordingly. If you wish the cleaners to clean the grill at the end of your stay, an additional \$50 cleaning fee will be deducted from your deposit.
6. **PETS:** Pets are **NOT** allowed unless prior written arrangements have been made.
7. **KEYS:** Keys are to be put back in the lockbox at checkout. There will be a \$10.00 fee for any keys not returned after check out.
8. **LIABILITY AND DAMAGE:** Tenant shall indemnify and hold owner and rental agent free and harmless from any and all liability, claims, loss, damage or expenses arising by reason of any injury, death or property damage sustained by any person including Tenant or any Agent or Employee of Tenant where such injury, death or property damage is caused by a negligent or intentional act of Tenant or any guest of Tenant.
9. **NOISE/NUISANCE:** Tenant shall not disturb neighbors with loud noise or music, or unlawful, unsafe or pollution causing behavior. **Should Tenant allow or participate in such behavior, Tenant will be evicted and forfeit the remainder of the rental fee and the security deposit.**
10. **OCCUPANCY LIMITATIONS:** No more than 10 people shall occupy the house at any time.
11. **RADON DISCLOSURE:** Radon is a naturally occurring radio active gas that when it has accumulated in a building in sufficient quantities, may represent 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 the county public health department.
12. **AGENCY DISCLOSURE:** Tenant is, by this document, given notice that John M Carr is the Agent and Owner of the property.

13. **OWNER'S STORAGE:** Tenant understands that certain areas of the rental unit are reserved for the use of the Owner for storage of personal items, and are not for use by the Tenant and that Tenant may not force entry of such under penalty of trespass.
14. **RIGHT OF ENTRY:** The owner, or its employees, or contractors, or designated persons, shall have the right to enter the property at reasonable hours for the purpose of making repairs or inspections.
15. **DEFAULT BY TENANT:** This agreement imposes an obligation of good faith in its performance and enforcement. Tenant understands that upon violation of any conditions, agreements, restrictions, covenants, and obligations of this Rental Agreement, the owner or agent may terminate this Rental Agreement and enter the property by force or by statutory proceedings, in which case any and all moneys paid by the Tenant to the owner will be forfeited by the Tenant as liquidated damages in addition to, but not in lieu of, any other right or remedy available under law.
16. **RATES:** Tenant acknowledges that rates are set by the property owner and cannot be guaranteed for more than 6 months in advance. In the event of a rate increase, tenant will be notified not less than 6 month prior to arrival and will have the option of a full refund of all deposits with no deductions if the new rate is not agreeable to the tenant.
17. **SUBLETTING:** Tenant acknowledges that per Monroe County Code, all tenancies must be for at least 28 days in duration and that **subletting is not permitted**. Tenants who sublet may be subject to fines of up to \$250/day.
18. **DISPUTES/JURISDICTION:** It is agreed that any disputes arising under this agreement between Tenant and Owner will be adjudicated in Orange County, Florida.
19. **AMENITIES:** It is understood that the Owner makes all reasonable efforts to ensure all amenities are in good working order. If an amenity breaks down or is not in working order prior to or during your stay, Owner will take all reasonable efforts to repair or replace the amenity during your stay but can offer no blanket guarantees. Remember that this is the Keys, and that maintenance services are subject to third party availability. Tenant will not be reimbursed for any expenses incurred that were not agreed to in writing (fax or email) by the Owner.
20. **MONROE COUNTY REQUIRES THE FOLLOWING IN ALL LEASES (F.S. § 509.01 Sec. 9.5-534)**
 - (1) No more than one (1) motorized watercraft, including a jet ski or wave runner, shall be allowed. The watercraft may be moored at either the on-site docking facility or stored on a trailer in the driveway, garage or under the carport.
 - (2) Vehicles, watercraft and trailers shall not be placed on the street or in yards. All vehicles, watercraft and boat trailers must be parked or stored off-street in the garage, under the carport, or in the driveway.
 - (3) No boat shall be chartered to a person other than the registered guests or used for live-aboards, sleeping or overnight accommodations. In addition, recreation vehicles shall not be used for sleeping or overnight accommodations.
 - (4) Tenants shall be prohibited from making excessive or boisterous noise in or about any residential dwelling unit at all times. Noise, which is audible beyond the boundaries of the residential dwelling unit, shall be prohibited between the hours of 10:00 p.m. and 8:00 a.m. weekdays and 11:00 p.m. and 9:00 a.m. on weekends.
 - (5) All trash and debris on the property must be kept in covered trash containers. There are four (4) plastic trash containers provided. Tenant must comply with all trash and recycling schedules and requirements. Trash pick up is Monday and Thursday mornings. Trash containers must not be placed by the street for pick-up until 6:00 p.m. the night before pick-up and must be removed from the area by the street by 6:00 p.m. the next day.
 - (6) Violations of any of these regulations constitutes a violation of Monroe County Code subject to fines or punishable as a second degree misdemeanor and is also grounds for immediate termination of the lease and eviction from the leased premises and criminal penalties under F.S. § 509.151 ("defrauding an innkeeper"), F.S. § 509.141 ("ejection of undesirable guests"), F.S. § 509.142 ("conduct on premises) or F.S. § 509.143 (disorderly conduct on premises, arrest").

THE UNDERSIGNED ACKNOWLEDGES THAT HE/SHE HAS READ AND AGREES TO ALL TERMS AND CONDITIONS CONTAINED HEREIN.

Tenant

Date

Owner

815 Gulf Drive, Summerland Key, Florida (in Summerland Cove subdivision)



