

RENTAL AGREEMENT

It is agreed this day.....of, 2008, that TENANT,.....having an address at,..... will rent 115 Landmark Street, Marco Island, Florida from Diana Smith the OWNER.

This occupancy will be in the form of a Vacation Rental only and not constitute a permanent or primary residence. Occupancy shall begin on.....2008.....and terminate on.....

- SECURITY: Security is required in the amount of \$500.00. It is payable prior to occupancy and is due in Personal Check, Bank Check or Wire Draft. Security will be held in a non-interest bearing account. Applicable security will be returned to the TENANT within thirty (30) days after departure. All or part of the security may be withheld in the event of property damage and/or excessive utility charges are incurred. In such an instance the TENANT will be notified within fifteen (15) business days of vacating the property as to the amount withheld and the reason. The security deposit shall in no way be used as rental payment.
PAYMENT: In the amount of \$..... is required to cover rental for the period Fromto Twenty-Five (25%) percent or \$500.00 deposit, whichever is greater, is required at the time this agreement is signed and the balance thirty (30) days prior to occupancy.
CHECK-IN/CHECK-OUT: The check-in time is 3:00pm. The check-out time is 11:00am.
CANCELLATIONS: Cancellations must be made in writing at least ninety (90) days prior to the scheduled arrival date. You will forfeit your deposit if you cancel and the property is not re-rented. If re-rented all money will be returned within thirty (30) days of the new booking date.
UTILITIES: All "Normal" utilities are included. Exceptions are:
PETS: There shall be no pets allowed on the premises.
NO SMOKING POLICY: No smoking is allowed inside the house whatsoever.
CLEANING: Leave all beds unmade if used and the last days towels in the bathrooms. All dinnerware, pots, pans, and glass's should be cleaned and the dishwasher empty. All recyclables placed in the container in garage. Trash should be removed from the house and/or put at the street on the appropriate pick-up days Monday & Thursday.
ILLEGAL DRUGS: Under no circumstances shall any illegal drugs be allowed on the property. TENANT understands that possession and use of any such substance is grounds for immediate eviction and forfeiture of payment. TENANT further waives any and all rights to recourse against the OWNER for enforcing this clause.
PHONE CALLS: The phone will be blocked from long distance and 900 number calls. A calling card or credit card will be required to make long distance calls. Toll free calls are assessable.
SUBLETTING/ASSIGNING/OCCUPANCY: There shall be no subletting of the premises. The TENANT shall occupy and use the premises as a vacation residence only and not use the premises for any business, professional, unlawful or hazardous purpose.
REPAIRS: The OWNER must be notified immediately if you discover any item that needs attention. Once notified we will correct the problem with all expediency.
END OF TERM: At the end of the term, the TENANT shall leave the premises clean and in good condition, remove all TENANT property, lock all doors and windows and set the alarm.
HOLD HARMLESS AND INDEMNITY: OWNER of rental property shall not be liable for any

damages and/or injury to TENANT and/or their guest(s), or their personal property due to TENANT'S acts, actions or neglect. TENANT agrees to hold OWNER harmless against any claim for damage and/or injury.

OCCUPANTS: The occupancy of the house is limited to the number of persons and particular persons described in this agreement. In addition, no trailers are allowed to be parked on the property, if a boat is brought in the trailer must be parked in the garage or at an off site storage location. A maximum of three (3) automobiles are allowed to be parked on the property. No parking of automobiles or trailers are allowed on any adjacent vacant lots.

QUIET ENJOYMENT: Tenant and their guests agree not to violate the quiet enjoyment of the surrounding neighbors and respect their privacy and property as they respect our property and your privacy.

UNFORSEEN CONDITIONS If any unforeseen conditions or problems with the house arise prior to or during tenants stay, owner reserves the right to refund tenants payment in full or on a pro-rated basis. Such unforeseen conditions could be the following but are not limited to, hurricanes, storms, vandalism, flood, fire etc.

SAFETY: Tenants acknowledge and agree that they are responsible for the safety of themselves, their guests and their children with respect to the pool and canal. Tenant acknowledges and agrees to hold owner harmless from any injuries to them or their guests. It is understood that there is no lifeguard and that supervision is their responsibility.

KEYS: The keys and alarm code will be sent by either overnight delivery or first class mail. Tenant agrees to return the keys within 7 days of leaving the house.

Diana Smith, OWNER

DATE: _____

TENANT

DATE _____

Tenant No. 1

Name

Driver's License No.

State

Social Security No.

Date of Birth:

Tenant No.2

Name

Driver's License No.

State

Social Security No.

Date of Birth:

RENTAL APPLICATION

Diana Smith

4829 Fox Branch Court

Raleigh, NC 27614

DATE

NAME OF APPLICANT

ADDRESS

TELEPHONE NUMBER

E MAIL

DATES DESIRED, FROM TO

NUMBER IN PARTY AND THEIR NAMES

1.

2.

3.

4.

ADDITIONAL REQUESTS