

# SEASONAL/SHORT TERM RENTAL AGREEMENT

We thank you for choosing SAMPLE REALTY and hope you enjoy your stay in Florida. If Terms and conditions are acceptable, please sign this agreement and return to SAMPLE REALTY. If you are renting the unit site unseen, your signatures on this reservation releases Broker, and its representatives from any deficiencies you may find in the unit upon your arrival. Please bring your copy with you on arrival.

**Tenant Name: Jim Moore and Sue Moore**  
**Address: 250 West End Blvd., Westport, Ct. 08990**  
**Home Phone: (212) 665-2771 Bus Phone:(212) 665-4568 TOTAL # of Occupants: 2**

**The Villagio Address: 222 5th Ave. Unit: City: Naples, FL Zip: 33615 Parking Sp. #:25 Number of Bedrooms: 3**

**Check In Date: March 1, 2013 (After 3:00 P.M.) Check out Date: March 31, 2013 (11:00 A.M.)**  
**Owners Names: John Smith**

**RENT FOR TERM: \$3300.00 SALES/TOURIST TAX: \$390.50**  
**CLEANING/DAMAGE/UTILITY DEPOSIT: \$1000.00**  
**CONDO/HOMEOWNERS ASSN APPROVAL FEE: \$100.00**  
**PET FEE: n/a**  
**BOOKING CHARGE: \$75.00:**  
**ADDITIONAL FEES: \$175.00 Cleaning Fee**  
**ADDITIONAL FEES: n/a**  
**AMOUNTS ALREADY PAID: n/a**

## TO BE PAID AS FOLLOWS

**FIRST PAYMENT OF \$1000.00 DUE NO LATER THAN: DUE UPON SIGNING (Payable to Stock Realty)**  
**SECOND PAYMENT OF \$100.00 DUE NO LATER THAN: DUE UPON SIGNING (Payable to Gateway Group)**  
**THIRD PAYMENT OF \$1970.00 DUE NO LATER THAN: November 1, 2012 (Payable to Stock Realty)**  
**FINAL PAYMENT OF \$1970.00 DUE NO LATER THAN: December 1, 2012 (Payable to Stock Realty)**

**Make checks for items above payable to SAMPLE REALTY at 808 SAN CARLOS BLVD., , NAPLES ,FL 34113 PHONE: (239) 222-2222 EMERGENCY PHONE: (239) 222-2222 unless otherwise instructed in writing. Taxes are subject to change according to applicable law.**

## UTILITIES/SERVICES/CHARGES RESPONSIBILITY "T" FOR TENANT, "O" for OWNER

Electric--O	Water--O	Trash--O
Gas--O	Pest Control--O	Cleaning Charge (Base)--T
Local Phone--O	Basic Cable-- O	Cleaning Charge Amount--\$175.00
Softener Salt--N/A	Pool Service--O	Sewer--O

**OTHER:**

Broker will hold Seasonal Cleaning / Damage / Utility Deposit ('Deposit') unless otherwise specified here.

**Special Stipulations:SMOKING IS NOT PERMITTED AT ANY TIME IN THE RENTAL UNIT OR THE LA-NAI/BALCONY AREAS IF APPLICABLE.**

This Agreement is intended to be a legal and binding contract and is subject to the approval of any condominium

and/or homeowner's association if any is required. Parties signature below signifies their agreement with all terms of this agreement.

**CHECK-IN: Check-in time is any time after 3:00 p.m.** Upon arrival, you will pick up your keys at the office address listed on the reservation form during business hours until 4:30 p.m. If you plan to arrive after 4:30 p.m., or on the weekend, you will need to call your LEASING ASSOCIATE at least one week in advance to arrange special timing for key pick up. REFUNDS OR ADJUSTMENTS CANNOT BE MADE FOR LATE ARRIVALS OR EARLY DEPARTURES FOR ANY REASON

**CHECK-OUT: Check-out time is any time before 11:00 a.m.** Tenant shall be liable for any damages as a result of late check-out.

**PAYMENT:** All money is due as per the above dates in the form of a cashiers check, money order or travelers check (U.S. Funds). Personal check will be accepted only if received 12 weeks prior to arrival and drawn on a U.S. bank.

**OCCUPANTS:** Only those designated in this agreement as Tenant shall occupy the unit unless written consent of Owner or Owners agent is obtained. Tenant agrees to abide by all occupancy rules of association or other governing agency.

**ASSOCIATION RULES AND REGULATIONS:** Anyone occupying a unit governed by a homeowners or condominium association shall abide by all association rules and regulations. Tenant shall not be permitted to take occupancy unless Tenant has obtained all required association approvals. Tenant shall have sole responsibility for making application to the association and shall do so within the time frame required by association. Tenant agrees to comply with all association requests for information.

**ACCOMMODATIONS:** Due to circumstances beyond the control of Broker and/or Owner, if your designated unit is not available for any reason, Broker will use its best effort to locate a comparable substitute unit. In the event a substitute unit is not available, Tenant agrees to hold Owner, Broker and its agents and representatives harmless for any damages, costs or inconvenience suffered and Tenant shall receive a full refund of any and all amounts paid.

**AMENITIES:** Tenant agrees to hold Owner and Broker harmless in the event of a failure of or non availability of any amenity.

**VEHICLES:** No boats, motor homes, trailers, commercial vehicles or motorcycles shall be permitted on the premises unless otherwise provided herein

**PETS:** Pets are not permitted and constitute a serious violation. If an exception is made, Tenant agrees to execute a pet addendum and Owner may charge a non-refundable pet fee and/or a pet Deposit. Non-refundable pet fees are subject to sales and tourism tax.

**SEASONAL CLEANING /DAMAGE/ UTILITY DEPOSIT:** This Deposit is required with all confirmed reservations and shall not be applied to the rent by the Tenant. Owner may apply Deposit to electric, telephone, cleaning charges, taxes and damages or any charges due under the terms of this agreement as well as consider such deposit a good faith deposit. Deposit balances if any will be refunded after Owner receives ALL final bills. THIS GENERALLY TAKES UP TO 60 DAYS. Damages caused by Tenant will be deducted from the Deposit but this does not limit the amounts to be charged. Tenant agrees to submit payment for long distance, electric, utility charges as they are submitted to Tenant during the rental term. Any balance of amounts owed left after check-out will be deducted from the Deposit and if any additional sums are due over and above the amount of the Deposit, Tenant agree to send payment on demand from Broker or Owner immediately. Utility charges may be prorated by Owner if billing periods do not correspond to occupancy dates.

**RIGHT OF ENTRY:** Unit is not currently listed for sale. Upon 24 hours notice, Owner or Owners representative(s) have the right to enter the unit for the purpose of showing the unit to prospective purchasers or tenants, to make repairs, or to inspect unit.. Owner & Broker and/or its representatives have immediate right of entry in cases of emergency, or to protect or preserve the premises. Tenant shall not alter premises or add locks without prior written consent from Owner or Owners representative.

**CANCELLATION TERMS:** (i) Tenant may cancel this agreement and pay a \$250.00 cancellation fee to Broker by providing Broker with written notice by certified mail at least 30 days prior to check-in date. (ii) If Tenant cancels this agreement less than 30 days prior to the check-in date, Tenant shall be obligated to pay all RENT payments specified in this agreement and all monies received by Broker or Owner may be retained. (iii) Owner may cancel this agreement at least 90 days prior to check -in date and all advance funds will be refunded to Tenant. Owner or Broker shall not be responsible for any costs Tenant may incur for travel or other arrangements in the event of cancellation by Owner or Tenant.

**PHONE/CABLE:** Tenant is responsible for all long distance phone and any additional Cable services if Cable is provided. Phones shall be used for local calls only. Any long distance calls must be made by calling card, collect or credit cards. Do not accept any collect calls or allow any calls to be charged to the phone.

**MISCELLANEOUS CHARGES:** Tenant shall be assessed Locksmith charges and Association charges, if any, for each key, pass, pool tag, opener, lost or not returned to Broker or Owner upon check-out date. Such charges will be deducted from the Deposit. Tenant agrees to pay Broker the greater of \$35.00 or actual cost immediately to provide access to the unit in the event of a lock out.

**CLEANING CHARGES:** Tenant agrees to pay the aforementioned cleaning charges, plus applicable taxes. Tenant shall clean all dishes. Tenant is not required to launder all linens/sheets/towels prior to check-out. Tenant shall not be responsible for making up beds at check-out. Tenant authorizes Broker and Owner to deduct these Cleaning Charges from the Deposit. If Broker determines, in its sole discretion, that excessive dirt, furniture stains, carpet stains or other damage is present, additional charges will be assessed and deducted from Deposit and/or charged in addition to the Deposit.

**MAINTENANCE:** Owner shall be responsible for maintaining the unit unless damage is caused by Tenant's misuse or neglect. Tenant agrees that no rent reduction or abatement will be given unless unit is deemed to be completely uninhabitable. Tenant may not make any changes to the unit and must put furniture back to its original placement if moved. Broker will order repairs in a timely manner once notification is given by Tenant, but Broker has no control over the scheduling availability of vendors. Any work performed by the condo or homeowners association in the unit or buildings, nearby buildings grounds or common amenities is not reason for refund or cancellation of this agreement after check-in date. Broker shall not be liable for any losses or damages, including incidental or consequential damages, including those caused by Owners failure to perform repairs and maintain the unit.

**ASSIGNMENT:** Tenant shall not assign this agreement or sublet the premises or any part thereof. Any unauthorized transfer of interest by the Tenant shall be a material breach of this agreement.

**INDEMNIFICATION:** Tenant agrees to indemnify and hold harmless Owner and Broker and their agents from claims, suits or damages of any kind, from or related to any acts or omissions of Tenant or Tenant's guests. Tenant agrees to indemnify and hold Broker and its agents harmless from damages and losses unless due to Broker's gross negligence. Tenant agrees to look solely to the Owner in the event of a legal dispute regarding this agreement or the premises.

**RISK OF LOSS:** Personal property of Tenant and Tenants invitees shall be in the unit at the sole risk of Tenant. Broker and Owner shall not be liable for any damage caused to said personal property arising from fire, accident, acts of God, criminal acts, acts of negligence or bursting or leaking water pipes.

**TENANT** agrees that in the event there are hurricane or storm shutters on the premises, TENANT will install same if there is a hurricane or tropical storm watch or warning in effect and/or at the request of the property manager or owner. If TENANT is unable to perform this task for any reason, TENANT agrees to notify property manager or owner as soon as any storm watch or warning is placed into effect.

**ATTORNEYS FEES:** Should it become necessary for Owner or Broker to employ an attorney to enforce the terms and conditions of this agreement, Tenant shall be responsible for all costs and Attorneys fees including but not limited to an in house attorney of broker whether or not suit is filed.

**HAZARDS:** It is unknown if there are hazards that affect the premises. Broker does not have the technical expertise to advise you of their significance or to ascertain whether or not they are present. Hazardous substances in the home can include cleaning chemicals, paint, lawn and garden chemicals and a variety of indoor air pollutants that can accumulate in improperly ventilated buildings. Hazardous substances outside the home include those found in contaminated land, water, landfills and other disposal sites, and industrial air and water emissions. Some of the more common hazards are asbestos, ground water contamination, lead base paint, urea formaldehyde, foam insulation (UFFI) mold, mildew and radon gas. Any property built prior to 1978 may contain a lead based paint hazard. Tenant is not permitted to have access to any rooms, storage areas or closets which are designated to be exclusively for the use of the Owner.

**RADON GAS:** Radon Gas is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present 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 your county public health unit. Broker makes no representations about the existence of radon gas on the subject Premises.

**TIME IS OF THE ESSENCE:** Time is of the essence with respect to all time periods contained in this agreement.

**AGENCY:** Tenant understands and agrees that Broker will be compensated by the Owner.

**ACCEPTANCE BY FACSIMILE SHALL CONSTITUTE VALID BINDING ACCEPTANCE OF THIS LEASE AGREEMENT.**

\_\_\_\_\_ TENANT

Jim Moore

\_\_\_\_\_ **E** AGENT FOR OWNER

\_\_\_\_\_ TENANT

Sue Moore

This lease has been drafted by the Law Offices of Heist, Weisse & Wolk, P.A. 1 800 253 8428 Reference #35789

DEFINITION: INPUT/INPUT FORM - FORM USED TO CUSTOMIZE THE LEASE WITH THE TERMS AND INFORMATION FOUND IN MLS AND/OR AGREED TO BETWEEN APPLICANT AND OWNER.

## MOLD ADDENDUM TO LEASE

THIS ADDENDUM IS AGREED TO AND SHALL BE MADE PART OF THE LEASE AGREEMENT BETWEEN Sample Owner (OWNER OR AGENT) AND Sample Tenant (TENANTS) FOR THE PREMISES LOCATED AT 123 Sample St, Sample, FL 12345.

**MOLD:** Mold consists of naturally occurring microscopic organisms which reproduce by spores. Mold breaks down and feeds on organic matter in the environment. The mold spores spread through the air and the combination of excessive moisture and organic matter allows for mold growth. Not all, but certain types and amounts of mold can lead to adverse health effects and/or allergic reactions. Not all mold is readily visible, but when it is, can often be seen in the form of discoloration, ranging from white to orange and from green to brown and black, and often there is a musty odor present. Reducing moisture and proper housekeeping significantly reduces the chance of mold and mold growth.

**CLIMATE CONTROL:** Tenant(s) agree to use all air-conditioning, if provided, in a reasonable manner and use heating systems in moderation and to keep the premises properly ventilated by periodically opening windows to allow circulation of fresh air during dry weather only. OWNER OR AGENT RECOMMENDS THAT AIR CONDITIONING IS USED AT ALL TIMES IF UNIT HAS AIR CONDITIONING.

### TENANT(S) AGREE TO:

- KEEP THE PREMISES CLEAN AND REGULARLY DUST, VACUUM AND MOP
- USE HOOD VENTS WHEN COOKING, CLEANING AND DISHWASHING
- KEEP CLOSET DOORS AJAR
- AVOID EXCESSIVE INDOOR PLANTS
- USE EXHAUST FANS WHEN BATHING/SHOWERING AND LEAVE ON FOR A SUFFICIENT AMOUNT OF TIME TO REMOVE MOISTURE
- USE CEILING FANS IF PRESENT
- WATER ALL INDOOR PLANTS OUTDOORS
- WIPE DOWN ANY MOISTURE AND/OR SPILLAGE
- WIPE DOWN BATHROOM WALLS AND FIXTURES AFTER BATHING/SHOWERING
- WIPE DOWN ANY VANITIES/SINK TOPS
- AVOID AIR DRYING DISHES
- NOT DRY CLOTHES BY HANG DRYING INDOORS
- REGULARLY EMPTY DEHUMIDIFIER IF USED
- OPEN BLINDS/CURTAINS TO ALLOW LIGHT INTO PREMISES
- WIPE DOWN FLOORS IF ANY WATER SPILLAGE
- SECURELY CLOSE SHOWER DOORS IF PRESENT
- LEAVE BATHROOM AND SHOWER DOORS OPEN AFTER USE
- WIPE DOWN WINDOWS AND SILLS IF MOISTURE PRESENT
- USE DRYER IF PRESENT FOR WET TOWELS
- USE HOUSEHOLD CLEANERS ON ANY HARD SURFACES
- REMOVE ANY MOLDY OR ROTTING FOOD
- REMOVE GARBAGE REGULARLY
- WIPE DOWN ANY AND ALL VISIBLE MOISTURE
- INSPECT FOR LEAKS UNDER SINKS
- CHECK ALL WASHER HOSES IF APPLICABLE

**TENANT(S) AGREE TO REPORT IN WRITING:**

- VISIBLE OR SUSPECTED MOLD
- ALL A/C OR HEATING PROBLEMS OR ABNORMALITIES
- LEAKS, MOISTURE ACCUMULATIONS, MAJOR SPILLAGE
- PLANT WATERING OVERFLOWS
- SHOWER/BATH/SINK/TOILET OVERFLOWS
- LEAKY FAUCETS, PLUMBING, PET URINE ACCIDENTS
- ANY AND ALL MOISTURE AND MUSTY ODORS
- DISCOLORATION OF WALLS, BASEBOARDS, DOORS, WINDOW FRAMES, CEILINGS
- MOLDY CLOTHING, REFRIGERATOR AND A/C DRIP PAN OVERFLOWS
- MOISTURE DRIPPING FROM OR AROUND ANY VENTS, A/C CONDENSER LINES
- LOOSE, MISSING OR FAILING GROUT OR CAULK AROUND TUBS, SHOWERS, SINKS, FAUCETS, COUNTERTOPS, CLOTHES DRYER VENT LEAKS

**SMALL AREAS OF MOLD:** If mold has occurred on a small non-porous surface such as ceramic tile, formica, vinyl flooring, metal, or plastic and the mold is not due to an ongoing leak or moisture problem, Tenant(s) agree to clean the areas with soap (or detergent) and a small amount of water, let the surface dry, and then, within 24 hours apply a non-staining cleaner such as Lysol Disinfectant, Pine-Sol Disinfectant (original pine-scented), Tilex Mildew Remover, or Clorox Cleanup.

**TERMINATION OF TENANCY:** Owner or agent reserves the right to terminate the tenancy and TENANT(s) agree to vacate the premises in the event owner or agent in its sole judgment feels that either there is mold or mildew present in the dwelling unit which may pose a safety or health hazard to TENANT(s) or other persons and/or TENANT(s) actions or inactions are causing a condition which is conducive to mold growth.

**INSPECTIONS:** TENANT(S) agree that Owner or agent may conduct inspections of the unit at any time with reasonable notice.

**VIOLATION OF ADDENDUM:** IF TENANT(S) FAIL TO COMPLY WITH THIS ADDENDUM, Tenant(s) will be held responsible for property damage to the dwelling and any health problems that may result. Noncompliance includes but is not limited to Tenant(s) failure to notify Owner or Agent of any mold, mildew or moisture problems immediately IN WRITING. Violation shall be deemed a material violation under the terms of the Lease, and owner or agent shall be entitled to exercise all rights and remedies it possesses against TENANT(S) at law or in equity and TENANT(S) shall be liable to Owner for damages sustained to the Leased Premises. TENANT(S) shall hold Owner and Agent harmless for damage or injury to person or property as a result of TENANT(S) failure to comply with the terms of this Addendum.

**HOLD HARMLESS:** If the premises is or was managed by an Agent of the Owner, TENANT(S) shall hold agent harmless and shall look solely to the property Owner in the event of any litigation or claims concerning injury, damage or harm suffered due to mold.

**PARTIES:** THIS ADDENDUM IS BETWEEN THE TENANT(S) AND OWNER AND/OR AGENT MANAGING THE PREMISES. THIS ADDENDUM IS IN ADDITION TO AND MADE PART OF THE LEASE AGREEMENT AND IN THE EVENT THERE IS ANY CONFLICT BETWEEN THE LEASE AND THIS ADDENDUM, THE PROVISIONS OF THIS ADDENDUM SHALL GOVERN.

This lease has been drafted by the Law Offices of Heist, Weisse & Wolk, P.A. 1 800 253 8428  
Reference #416320

# PET ADDENDUM

Consent is hereby granted to Tenant(s) to keep the described pet(s) on the leased premises, provided the below listed conditions are abided by:

1. Additional monthly fee of \$\_\_\_\_\_ is added to the monthly rent as additional rent.
2. A **non-refundable fee** of \$\_\_\_\_\_ is paid by Tenant(s).
3. Additional security deposit of \$\_\_\_\_\_ is paid by Tenant(s). This sum may be used by Landlord to pay for any pet damage or for any other amounts due and owing under the terms of the lease agreement whether pet related or not upon Tenant(s) vacating the premises.
4. **ONLY PET(S) SPECIFICALLY ON THIS AGREEMENT ARE ALLOWED AND SUCH PET MUST BE PRE APPROVED PRIOR TO BRINGING PET ON THE PREMISES.**
5. Pet(s) must be kept on a leash at all times while it is outside of the premises. **PETS ARE NOT ALLOWED TO RUN LOOSE AT ANY TIME.** Tenant(s) agree to fully indemnify the Landlord, owner or agent for any damages arising out of injury to another person or to another pet by the pet(s). Pet(s) must not be tied or kept outside door, in the hallways or on the balcony or lanais, if applicable.
6. Pet(s) must weigh under the weight limit of \_\_\_\_\_ **lbs.** at all times. In the event any pet(s) have offspring, Tenant(s) will be in breach of this agreement.
7. Tenant(s) may be assigned a designated area to walk pet and Tenant(s) must walk pets in that area only. Tenant(s) are responsible for immediately cleaning up after pet(s) and must do so.
8. Tenant(s) will be responsible for **FULL** replacement and/or repair cost of carpet, walls, blinds, flooring or any other items damaged in any way by pet(s). Tenant(s) also will be responsible for the full cost of any exterminating that may be required because of pet(s).

Tenant(s) agree that approval or denial of all pets(s) is at the **sole discretion** of owner or agent. Landlord, owner or agent reserves the right to withdraw consent at any time by giving the Tenant(s) 7 days written notice to remove pet(s) from the premises for any reason including but not limited to noise, barking, disturbances, damage, threatening behavior towards other tenants(s) or employees of owner or agent. In the event the pet(s) are not removed after notice, Tenant(s) will be subject to eviction. Tenant(s) agree that keeping a pet on the premises is a revocable privilege and not a right.

## DESCRIPTION OF PET(S)

Type \_\_\_\_\_ Breed \_\_\_\_\_ Color \_\_\_\_\_ NAME \_\_\_\_\_ LBS \_\_\_\_\_

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