

**RENTAL AGREEMENT**

This Rental Agreement is made on \_\_\_\_\_ between  
**Mimi Gonzalez (“Owner”) and \_\_\_\_\_ (“Tenant”).**

**Background**

1. Owner offers to rent the property located at (address will be provided upon request, or at time of reservation) Siesta Key, Florida 34242 (“Rental Property”) as a short-term vacation rental.
2. Tenant desires to stay at the Rental Property as short-term vacation rental for the time period specified in this Rental Agreement.
3. Tenant’s permanent address and contact information is:

**Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

The parties agree as follows:

**Article 1 - Definitions**

**1.1. Definitions.** The terms defined in the preamble have their assigned meanings, and each of the following terms has the meaning assigned to it.

“**Activities**” means swimming in the pool and hot tub, kayaking, canoeing, boating, use of private dock or use of other watercrafts, bicycling, playing ping-pong, use of hammock, grill and other normal uses associated with use of this Rental Property.

“**Application**” means website questionnaire and phone and email conversations between Tenant and Owner prior to executing this Rental Agreement.

“**Releasees**” means Owner’s employees, agents, successors and assigns.

“**Rental Property**” means,(address provided at time of reservation), Siesta Key.

“**Rental Rate**” has the meaning assigned in Section 3.1.

“**Rental Term**” means the time period Tenant will occupy and use the Rental Property as specified in Section 2.3.

“**Security Deposit**” means the payment due at the time of signing this Rental Agreement. The Security Deposit serves as a placement holder for the Rental Term detailed below. The Security Deposit may be used by Owner to cover any damage caused by Tenant’s use of the property.

**Article 2 – Rental Term**

**2.1 Application.** This Rental Agreement is an offer by the Owner to rent the Rental Property on the conditions set forth herein and does not constitute an agreement until Owner approves the Application, receives the signed Rental Agreement from Tenant, receives the applicable Rental Rate and Security Deposit specified below, and Owner signs the Rental Agreement.

**2.2 Rental Term.** Tenant will occupy and use the Rental Property during the following Owner approves the Application, receives the signed Rental Agreement from Tenant, receives the applicable Rental Rate and Security Deposit specified below, and Owner signs the Rental Agreement.

**2.3 Reservation.** Tenant may contact Owner by telephone or email to reserve the Rental Property for the specified Rental Term. Owner will hold this reservation for a 24-hour period to receive Tenant’s Application and signed Rental Agreement. If Owner receives Tenant’s Application less than 30 days prior to the Rental Term, Tenant shall submit full payment (Security Deposit, Rental Rate, taxes and cleaning fee) at the time of approval and signed Rental Agreement.

Reservation Dates:

**From:** \_\_\_\_\_

**2.4 Check in and Check Out.** Check-in is at **3:00pm** (EST) (15:00) and check-out is at **10:00am** EST. No early check-ins or late check-outs are allowed unless Owner agrees in writing (including emails). Thank you for your consideration in adhering to these times.

**Article 3 – Payment and Fees**

**3.1 Rental Rate.** Tenant shall pay Owner the Rental Rate according to the following payment schedule:

<b>Total Rental:</b>	_____	\$
<b>Taxes due: Sales and Tourist Tax</b>	_____	\$
<b>Cleaning fee:</b>	_____	\$
<b>Booking Fee: (paid to booking agent: <b>WAIVED</b>)</b>	_____	N/A
<b>Credit Card processing fees: (<b>WAIVED</b>)</b>	_____	N/A
	<b><i>Total Costs =</i></b>	
<b>Refundable Security Deposit:</b>	_____	+\$500
	<b><i>Total Amount Due = \$</i></b>	

**PAYMENT SCHEDULE**

The refundable Security Deposit of \$500 is required to reserve the Rental Property and is due at time of approval and signing of this Rental Agreement by both parties. Owner will send Tenant emailed confirmation of these payments.

1. 50% Due at reservation (includes \$500 Refundable Security Deposit)\_\_\_\_\_=\$
2. 50% Due 90 days prior to arrival, by\_\_\_\_\_=\$

**3.2 Payment Method.** Tenant may pay Owner the Rental Rate detailed in Section 3.1 by personal check, bank check, credit card (PayPal), Venmo, Zelle, or wire. If incurred, Tenant will pay Owner returned check NSF fee of \$35.00 plus any other applicable bank charges that may be assessed by the bank. If Tenant pays by credit card, a 3% fee applies to the total amount of credit charge (4% outside USA). If applicable, Tenant authorizes the processing fees to be deducted from their Security Deposit. A bank account may be used with PayPal to avoid this credit card fee (see PayPal details on PayPal website).

**Mail checks to:**  
**Mimi Gonzalez**  
**2484 W. Milmar Dr.**  
**Sarasota, FL 34237**

**3.3 Security Deposit.** Tenant shall submit a refundable security deposit of **\$500** once the Application has been reviewed and approved and this Rental Agreement has been signed by both parties. Owner will refund Security Deposit by mail, wire, or PayPal to Tenant within 14 days of termination of the Rental Term and after the Rental Property has been inspected by Owner or its Agent for any damages or missing items including, but not limited to, unauthorized pet damages, unauthorized additional occupants, additional necessary cleaning, or any unauthorized Tenant charges. **Tenant agrees that if they bring any unauthorized additional occupants, owner will automatically forfeit their full deposit and may be liable for additional charges.**

X\_\_\_ Tenant Initials

**3.4 Damages Exceeding Security Deposit.** In the event Tenant causes damage costing greater than the amount of the Security Deposit, Tenant shall reimburse Owner for the necessary repair or replacement within 14 days of notice from Owner of the damage cost.

**3.5 Cleaning and Additional Fees.** If additional cleaning is necessary or if there is evidence of pets, Owner will deduct the necessary amount from the Security Deposit refund.

**3.6 Electricity.** Please conserve energy – use responsibly.

#### **Article 4 – Covenants and Owner’s Representations and Warranties**

**4.1 NO PETS.** Tenant shall not bring any pets on the Rental Property at any time. Owner maintains the right to terminate this Rental Agreement without breach for violation of this no-pet provision. A violation of this provision, **is a material breach of this Rental Agreement,** and Tenant must vacate the premises within 24 hours notice from Owner, and Tenant will forfeit all monies paid to Owner, including full security deposit, and Tenant will be responsible for any damages that exceed the security deposit. X\_\_\_ Tenant Initials

**4.2 Pool and Jacuzzi.** Tenant shall exercise reasonable care and safety precautions when using the pool and Jacuzzi at the Rental Property. Water level should be maintained to prevent damage to Jacuzzi.

**a) Pool Temperature.** The pool heater is meant for use between November and April only. The pool heat pump will not be able to maintain temperature in weather below 55 degrees Fahrenheit.

**b) Jacuzzi Temperature.** Tenants may adjust the Jacuzzi to a maximum heat of 101 degrees Fahrenheit.

**c) Jacuzzi Age Restriction.** Tenant shall not allow any children under 12 years of age in the Jacuzzi at any time.

**d) Glassware.** For safety of Tenant and future tenants, Tenant shall not use any glassware in or around the pool or Jacuzzi.

**4.3 Guests Under 23.** Guests under 23 years of age at the Rental Property must be accompanied by a parent or guardian.

**4.4 Maximum Occupants.** No more than 6 occupants allowed at the Rental Property. Any occupants not disclosed at time of Application may be charged an additional fee from the Security Deposit. **This rental agreement allows for adults and child(ren).** Tenant agrees that if they bring any unauthorized additional occupants, owner will automatically forfeit their full deposit and may be liable for additional charges.

\*\*extra 3year old child allowed, no extra fee

**X\_\_\_ Tenant Initials**

**4.5 Electricity.** The Rental Property is fully heated and air-conditioned.

**4.6 Accommodations.** The Rental Property is fully furnished. Owner is not responsible for providing any additional furnishings not presently available in the unit.

**4.7 Computer and Internet.** There is wireless Internet services provided (Verizon Fios 20/5), but tech support is not included. There is a computer available on the Rental Property for the use of Skype. Tenant must have own Skype account.

**4.8 No Telephone.** There is not a land-line telephone on Rental Property.

**4.9 No Smoking.** This is a **NON-SMOKING** Rental Property. If there is evidence of smoking on the Rental Property or any damage, Owner will deduct the necessary amount from the Tenant's Security Deposit.

**4.10 No Maid Service.** While linens and towels are included, there is no maid service included in the Rental Rate. Maid service can be made available at an additional charge.

**4.11 Garbage.** Garbage service is provided and pick up is on Wednesday mornings. All garbage should be placed on the curb no later than Tuesday evening of each week.

**4.12 Repair and Service Calls:** Owner does not guarantee against mechanical failure of heating (including Jacuzzi), television, electronics, Internet WiFi, or other appliances. Tenant agrees to report any inoperative equipment to Owner or its Agent promptly and Owner will make every effort to have maintenance done quickly and efficiently. No refund or rent deduction will be made due to failure of heating, air conditioning, television, electronics, pool or Jacuzzi heating, or other appliances.

**Article 5 - Assumption of Risk and Waiver of Liability**

**5.1 Assumption of Risk.** TENANT IS AWARE AND UNDERSTANDS THAT THE USE OF THE RENTAL PROPERTY AND ACTIVITIES AS DEFINED IN SECTION 1.1, INCLUDING BUT NOT LIMITED TO, SWIMMING, RIDING BICYCLES, KAYAKING, BOATING AND OTHER WATERCRAFT USE, FISHING, AND OTHER ACTIVITIES ARE DANGEROUS AND MAY INVOLVE THE RISK OF SERIOUS INJURY AND/OR DEATH AND PROPERTY DAMAGE. TENANT ACKNOWLEDGES THAT TENANT IS VOLUNTARILY PARTICIPATING IN THE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREES TO ACCEPT AND ASSUME ANY AND ALL KNOWN RISKS, UNKNOWN RISKS, INHERENT RISKS, OR OTHER RISKS THAT MAY ARISE CAUSING INJURY, DEATH, OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF TENANT, OWNER, OR OTHERWISE.

\_\_\_\_\_ Tenant initial/date

**5.2 Owner Responsibility.** OWNER IS NOT RESPONSIBLE FOR ANY ACCIDENTS, INJURIES, ILLNESS, DEATH, PROPERTY DAMAGES, INCLUDING FIRE, THAT OCCUR WHILE ON THE RENTAL PROPERTY DURING THE RENTAL TERM OF THIS RENTAL AGREEMENT AND **TENANT HOLDS OWNER AND RELEASEES HARMLESS** AGAINST SUCH ACCIDENTS, FIRE, OR DEATH, INCLUDING DROWNING. THE OWNER AND RELEASEES ARE NOT RESPONSIBLE FOR THE LOSS OF PERSONAL BELONGINGS OR VALUABLES OF THE TENANT. BY ACCEPTING THIS RESERVATION, IT IS AGREED THAT ALL TENANTS ARE EXPRESSLY ASSUMING KNOWN, UNKNOWN, INHERENT RISKS, OR OTHER RISKS THAT MAY ARISE FROM THEIR USE OF THE RENTAL PROPERTY AND PARTICIPATION IN THE ACTIVITIES OR OTHERS WHOM THEY INVITE TO USE THE RENTAL PROPERTY. THIS RENTAL PROPERTY IS WATERFRONT CANAL, WITH POOL AND JACUZZI AND IT **IS ADVISED TO USE PROPER CAUTION AGAINST ANY ACCIDENTS, INCLUDING DROWNING AND/OR DEATH.**

\_\_\_\_\_ Tenant initial/date

**5.3 Waiver of Liability.** TENANT EXPRESSLY WAIVES AND RELEASES ANY AND ALL CLAIMS, NOW KNOWN OR HEREAFTER KNOWN IN ANY JURISDICTION THROUGHOUT THE WORLD, AGAINST THE OWNER AND RELEASEES ON ACCOUNT OF INJURY, DEATH, OR PROPERTY DAMAGE ARISING OUT OF OR ATTRIBUTABLE TO TENANT'S USE OF THE RENTAL PROPERTY AND/OR PARTICIPATION IN ACTIVITIES, WHETHER ARISING OUT OF NEGLIGENCE OF THE OWNER, RELEASEES, OR OTHERWISE. TENANT SHALL NOT MAKE OR BRING ANY SUCH CLAIM AGAINST THE OWNER OR OTHER RELEASEE, AND FOREVER RELEASES AND DISCHARGES THE OWNER AND ALL OTHER RELEASEES FROM LIABILITY UNDER SUCH CLAIMS.

\_\_\_\_\_ Tenant initial/date

**5.4 Hold Harmless.** TENANT SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER AND WHATSOEVER OCCASIONED UPON AND/OR WITHIN THE RENTAL PROPERTY AND OR PARTICIPATION IN THE ACTIVITIES BY REASON OF ANY INJURY OR PROPERTY OF THIRD RELEASEES FROM ANY AND ALL DAMAGE, LOSS, OR LIABILITY OF ANY KIND PERSONS OCCASIONED BY ANY ACT OR OMISSION, NEGLIGENCE, OR WRONGDOING OF THE TENANT OR ANY OF TENANT'S OFFICERS, AGENTS, REPRESENTATIVES, ASSIGNS, GUESTS, EMPLOYEES, INVITEES, OR OTHER PERSON ADMITTED BY TENANT TO THE RENTAL PROPERTY, AND THE TENANT WILL, AT TENANT'S OWN EXPENSE, DEFEND AND PROTECT THE OWNER AND RELEASEES AGAINST ANY AND ALL SUCH CLAIMS OR

DEMANDS. THE TENANT FURTHER AGREES TO EXERCISE DUE CARE IN THE PRESERVATION OF THE RENTAL PROPERTY AND TO PREVENT LOITERING AND PRESENCE OF UNAUTHORIZED PERSONS DURING ALL USAGE PERIODS.

\_\_\_\_\_ Tenant initial/date

### **Article 6 – Termination**

**6.1 Tenant Cancellation.** If Tenant cancels the Rental Agreement more than 90 days before the Rental Term, the Security Deposit minus a \$75 administrative fee will be refunded. If Tenant cancels 90 days or less before the Rental Term, all monies collected will be forfeited unless the Owner is able to rent the Rental Property for the same Rental Term and at the same Rental Rate as set forth in this Rental Agreement, in which case the \$75 administrative fee will be refunded to Tenant.

**6.2 Owner Cancellation.** In the event of unforeseen circumstances including, but not limited to, unfinished house repairs that the owner deems necessary, Owner may in good faith cancel this Rental Agreement any time before Tenant arrives.

**6.3 Termination.** This Rental Agreement terminates at the end of the Rental Term set forth in Section 2.3. Tenant will be responsible for all costs and damages that Owner incurs resulting from Tenant’s refusal to leave the premises at the end of the rental term set forth in this Rental Agreement or tenant’s delayed departure from the Rental Property.

**6.4 Unacceptable Use of Rental Property.** This Rental Property is to be used only for reasonable, personal uses expected of a residential rental home. This Rental Property is NOT to be used for extraordinary purposes including, but not limited to, wedding receptions, large parties/celebrations exceeding the number of maximum occupants allowed under this Rental Agreement, and similar occasions. Owner maintains the right to terminate this Rental Agreement without breach if Owner reasonably suspects the Rental Property is being used for an unacceptable purpose. If Tenant engages in unacceptable use of the Rental Property, it is considered a material breach of the Rental Agreement, and Tenant must vacate the premises within 24 hours notice from Owner, and Tenant will forfeiture all monies paid to Owner, including full security deposit, and Tenant will be responsible for any damages that exceed the security deposit.

### **Article 7 - General Provisions**

**7.1 Binding Effect.** This Rental Agreement will be binding on and inure to the benefit of the parties and their respective heirs, personal representatives, successors, and permitted assigns.

**7.2 Hurricanes and Storms.** Owner recommends Tenant acquire Trip insurance. Online agencies are available. Owner will not refund Tenant due to hurricanes, storms, or unforeseen conditions which may prevent travel, however, if a mandatory evacuation is necessary, Tenant will receive credit for the nights of the mandatory evacuation.

**7.3 Written Exceptions.** Owner must approve any exceptions to the terms of this Rental Agreement in writing before Tenant signs this Rental Agreement.

**7.4 Entire Agreement.** This Rental Agreement, including the documents and instruments referred to in this Rental Agreement, constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Rental Agreement and supersedes all prior understandings and agreements, whether written or oral, among the parties with respect to such subject matter.

**7.5 Errors.** Descriptions, rates, and property amenities offered are subject to change without notice. Omissions, additions, or errors as well as changes in property, bedding, furnishings, etc. is not the responsibility of the Owner and will not affect the terms of this Rental Agreement.

**7.6 Severability.** If any provision of this Rental Agreement is invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Rental Agreement will not be in any way impaired.

**7.7 Governing Law.** This Rental Agreement will be governed by and construed in accordance with the laws of the State of Florida, without regard to conflict-of-laws principles.

**7.8 Negotiation.** The parties shall first attempt in good faith to resolve any dispute by negotiation and consultation between themselves.

**7.9 Arbitration.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in Sarasota County, Florida and shall be administered by the American Arbitration Association. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

**7.10 Attorney's Fees.** In the event of arbitration or litigation relating to the subject matter of this Rental Agreement, the non-prevailing party shall reimburse the prevailing party for all reasonable attorney fees and costs resulting therefrom.

Tenant Signature \_\_\_\_\_ Date \_\_\_\_\_

Owner Signature \_\_\_\_\_ Date \_\_\_\_\_

[www.SiestaKeyVacationHouse.com](http://www.SiestaKeyVacationHouse.com)

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