

**SHORT-TERM VACATION RENTAL AGREEMENT**  
**Siesta Key Vacation House**

This short-term vacation rental agreement ("Agreement") is made on \_\_\_\_\_, (the "Effective Date), between \_\_\_\_\_ ("Owner") and \_\_\_\_\_ ("Primary Guest").

**Background**

1. Owner offers to rent the property located at PROVIDED AFTER RESERVATION, Siesta Key, Florida 34242 ("Property") as a short-term vacation rental.
2. Guests (as hereinafter defined) desire to stay at the Property as a short-term vacation rental for the Rental Term specified in this Agreement.
3. Primary Guest's permanent address and contact information is:

**Address:** \_\_\_\_\_  
**Phone:** \_\_\_\_\_  
**Email:** \_\_\_\_\_

**LIST OF GUEST'S NAME:**

**DOB/AGE:**

<b>*1.</b>	_____	_____
<b>2.</b>	_____	_____
<b>3.</b>	_____	_____
<b>4.</b>	_____	_____
<b>5.</b>	_____	_____
<b>6.</b>	_____	_____

**\*Photo ID required for Primary Guest**

Those persons identified on lines 1-6 above shall each be referred to as "Guest", and shall be referred to collectively herein as the "Guests."

The parties hereby 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 table tennis, use of hammock, grill and other normal uses associated with use of this Property, including but not limited to the use of the Amenities (as such is defined herein).

**"Amenities"** means all features of the Property which are provided for Guests' convenience, comfort and enjoyment, including, but not limited to: the pool, pool toys and

accessories, hot tub/Jacuzzi, bicycles, kayaks, hammock, table tennis equipment, basketball hoop, grill, outdoor furniture, tether ball game, and dock.

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

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

“**Property**” means, PROVIDED AFTER RESERVATION, Siesta Key, Florida.

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

“**Occupant**” is any Guest using Amenities at the Property. **Use of all Amenities is for paying Guests only.** Unauthorized use is prohibited and will result in additional charges. **Primary Guest Initials \_\_\_\_\_**

“**Rental Term**” means the time period Guests will occupy and use the Property as specified in Section 2.2.

“**Security Deposit**” means the payment due at the time of signing this 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 Guests’ use of the property.

## **Article 2 - Rental Term**

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

**2.2 Rental Term.** Guests will occupy and use the Property only during the term specified below under “Reservation Dates.” Any unauthorized hold-overs are subject to eviction.

**2.3 Reservation.** In the event that Primary Guest has not otherwise reserved the property through a third-party service such as AirBnb, VRBO, or a Booking Agent, then Primary may contact Owner by telephone or email to reserve the Property for the specified Rental Term. Owner will hold this reservation for a 24-hour period to receive Primary Guest’s Application and signed Agreement. If Owner receives Primary Guest’s Application less than 30 days prior to the Rental Term, Guest shall submit full payment (Security Deposit, Rental Rate, taxes and cleaning fee) at the time of approval and signed Agreement.

### **RESERVATION DATES:**

**(     )**

**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)- extra charge may apply.

Article 3 - Payment and Fees

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

Rental cost: (# nights) \_\_\_\_\_ \$  
Cleaning fee: \_\_\_\_\_ \$  
Holding Fee: (if applicable) \_\_\_\_\_ (\$ ) in deposit  
Admin/Mgt fee: \_\_\_\_\_ \$  
**Rental Costs = \$**  
Booking Fee: (to Booking Agent/VRBO/Airbnb: ) \_\_\_\_\_ \$  
Taxes due: Sales and Tourist Tax \_\_\_\_\_ \$  
**Total Rental Costs = \$**  
Credit Card processing fees to 3<sup>rd</sup> party agent: \_\_\_\_\_ \$  
Refundable Security Deposit: \$ \_\_\_\_\_ \$

**\*Credit card processing fees due to VRBO/AirBnb will be deducted from Security Deposit after departure and listed as "DAMAGE REPORTED." Cost TBD.**

**Primary Guest Initials \_\_\_\_\_**

**PAYMENT SCHEDULE**

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

**1. Due at time of reservation: \_\_\_\_\_ = \$**

**2. Due 60 days prior to arrival, or by \_\_\_\_\_ = \$**

**3.2 Payment Method. If Reservation is made directly with Owner:** Primary Guest may pay Owner the Rental Rate detailed in Section 3.1 by personal check, bank check, credit card (PayPal), Venmo, Zelle, bank draft, or wire. If incurred, Primary Guest will pay Owner returned check NSF fee of \$50.00 plus any other applicable bank charges that may be assessed by the bank. If Primary Guest pays by credit card, a 3% fee applies to the total amount of credit charge (4.25% outside USA). **If applicable, Primary Guest authorizes the credit card 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).

Mailing Address:

**Mimi Gonzalez  
Sarasota, FL 34237**

**3.3 Security Deposit.** Primary Guest shall submit a refundable Security Deposit of \$500 once the Application has been reviewed and approved and both parties have signed this Agreement. The Security Deposit will be held by Owner in a non-interest bearing account. Owner will refund Security Deposit by mail, wire, Venmo, Zelle, or PayPal to Primary Guest within 14 days of termination of the Rental Term and after the 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, any unauthorized Guest charges, Booking Agent fees and/or any Credit Card processing fees payable to a third party. **Primary Guest agrees that if they bring or allow, or if any other Guest brings or allows any unauthorized additional persons on the Property, Primary Guest will automatically forfeit their full deposit and may be liable for additional charges.**

**Primary Guest Initials \_\_\_\_\_**

**3.4 Damages Exceeding Security Deposit.** In the event that any Guest, or unauthorized person who gained entry to the Property by and through any Guest, causes damage to the Property and/or to the Property Amenities during the Rental Term, which damage is in excess of the Security Deposit amount, then Primary Guest shall reimburse Owner for the necessary repair or replacement within 14 days of notice from Owner of the cost of such damage.

**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, without any requirement of notice to Primary Guest prior to so doing.

**3.6 Utilities.** Owner, in Owner's sole and absolute discretion, expressly reserves the right to charge Primary Guest for excess utilities beyond that of a reasonable residential tenant in similar accommodations.

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

**4.1 NO PETS.** This Property is a no-pet property. Guests shall not bring or allow any pets on the Property at any time. Notwithstanding any provision to the contrary in this Agreement, Owner maintains the right to terminate this Agreement immediately upon notice to Primary Guest for violation of this no-pet provision. **A violation of this no-pet provision is a material breach of this Agreement.** If any Guest violates this provision, all Guests must vacate the Property immediately upon notice from Owner to Primary Guest. Additionally, Primary Guest agrees to forfeit all monies paid to Owner, including the full Rental Rate, full Security Deposit, and Primary Guest will be responsible for any damages that exceed the Security Deposit amount. **Primary Guest Initials** \_\_\_\_\_

**4.2 Pool and Jacuzzi.** Pool and Jacuzzi. Guests acknowledge that the use of the pool and Hot Tub/Jacuzzi is at the Guests' sole risk and Owner does not assume any liability for the Guests' use thereof. Guests acknowledge that the pool and Hot Tub/Jacuzzi are being provided to Guests in their "as-is" "where-is" condition, and that all Guests are responsible for inspecting the same prior to so using. Guests shall exercise reasonable care and safety precautions when using the pool and Hot Tub/Jacuzzi at the Property. Water level should be maintained to prevent damage to pool and Hot Tub/Jacuzzi. Primary Guest shall indemnify, defend, and hold harmless Owner and Owner's Releasee's from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including but not limited to attorneys' fees and costs, incurred by Owner or Owner's Releasees or awarded against Owner or Owner's Releasees, arising out of or in any way relating to the use of the pool and/or Hot Tub by any Guest or unauthorized person who gained entry to the Property by and through any Guest during the Rental Term. This provision shall expressly survive the termination or expiration of this Agreement.

**a) Pool Temperature.** The pool heater is meant for use between December and April only. The pool heat pump will not be able to maintain temperature in weather below 65 degrees Fahrenheit. Should Primary Guest prefer the pool to be heated in colder temperatures below 65 degrees Fahrenheit, then Primary Guest shall notify Owner of such election and Owner may grant or decline such request in Owner's sole and absolute discretion. If the Owner decides to grant such request, then Primary Guest shall pay a "pool heating fee" directly to Owner, in such amount as may be requested by Owner.

**b) Jacuzzi/Hot Tub Temperature.** Guests may adjust the Jacuzzi to a maximum heat of 101 degrees Fahrenheit.

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

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

**4.3 Guests Under 25.** A parent or guardian must accompany Guests under 25 years of age at the Property.

**4.4 Maximum Occupants.** Maximum occupancy is strictly enforced and includes all children and babies. No more than 6 persons are allowed at the Property. Should any persons not disclosed as a Guest at time of Application enter the Property at any time during the Rental Term, then Owner, in Owner's sole and absolute discretion, in addition to and without waiving any of Owner's rights and remedies under this Agreement, may charge Primary Guest an additional fee from the Security Deposit, or retain the entire Security Deposit amount.  
This Agreement allows for X adults and X children.      **Primary Guest Initials** \_\_\_\_\_

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

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

**4.7 Internet.** There is wireless Internet services provided (Xfinity 300mbps), but tech support is not included. Wi-Fi access code is provided in Guest Manual at the Property.

**4.8 Bicycles and Kayaks.** The bicycles and kayaks provided at the Property, if any, are not to be used after dark. In the event of any damage to, or theft of, any bicycles and/or kayaks provided by Owner as an Amenity to Guests, then Primary Guest shall be fully responsible for the same and Owner reserves the right to deduct the cost of such damage or replacement from the Security Deposit, and, if such Security Deposit is insufficient to cover the cost thereof, then Primary Guest shall be liable for any difference.

**4.9 No Smoking.** This is a **NON-SMOKING** Property. If there is evidence of smoking on the Property or any damage, Owner will deduct the necessary amount from the 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 during the Rental Term can be made available at an additional charge, which additional charge is separate and apart from any cleaning fee otherwise paid by Primary Guest.

**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. Owner reserves the right to charge Primary Guest for the cost of excessive or additional trash pickup, in Owner's sole and absolute discretion.

**4.12 Repair and Service Calls.** Owner does not guarantee against mechanical failure of heating (including the Jacuzzi/hot tub), televisions, electronics, Internet Wi-Fi, or appliances, and other Amenities. Primary Guest agrees to report any inoperative equipment to Owner or its Agent promptly with respect to heating, HVAC, electrical service, and plumbing. Owner shall use reasonable efforts to have repairs done quickly and efficiently. No refund or rent deduction will be made due to failure of hearing, air conditioning, televisions, electronics, pool/Jacuzzi heating, appliances and other Amenities.

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

**5.1 Assumption of Risk.** ALL GUESTS ACKNOWLEDGE THAT THEY ARE AWARE OF AND UNDERSTAND THAT THE USE OF THE PROPERTY, THE AMENITIES, AND ACTIVITIES IS DANGEROUS AND MAY INVOLVE THE RISK OF SERIOUS INJURY AND/OR DEATH AND PROPERTY DAMAGE. ALL GUESTS ACKNOWLEDGE THAT SUCH GUEST IS VOLUNTARILY PARTICIPATING IN THE ACTIVITIES AND IS UTILIZING THE PROPERTY AND THE AMENITIES 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 ANY GUEST, OWNER, OR OTHERWISE, OR BY ANY LATENT OR PATENT DEFECT.

**Primary Guest initials/date**

**5.2 Owner Responsibility.** OWNER IS NOT RESPONSIBLE FOR ANY ACCIDENTS, INJURIES, ILLNESS, DEATH, AND/OR PROPERTY DAMAGES, INCLUDING BUT NOT LIMITED TO FIRE, THAT OCCUR WHILE ON THE PROPERTY DURING THE RENTAL TERM OF THIS AGREEMENT AND PRIMARY GUEST HEREBY HOLDS OWNER AND RELEASEES HARMLESS AND SHALL INDEMNIFY AND DEFEND OWNER AND RELEASEES AGAINST ANY LOSSES, DAMAGES, LIABILITIES, DEFICIENCIES, CLAIMS, ACTIONS, JUDGMENTS, SETTLEMENTS, INTEREST, AWARDS, PENALTIES, FINES, COSTS, OR EXPENSES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES AND COSTS, INCURRED BY OWNER OR AWARDED AGAINST OWNER ARISING OUT OF OR IN ANY WAY RELATING TO SUCH ACCIDENTS, FIRE, INJURY OR DEATH, INCLUDING BUT NOT LIMITED TO DROWNING. THE OWNER AND RELEASEES ARE NOT RESPONSIBLE FOR THE LOSS OF PERSONAL BELONGINGS OR VALUABLES OF THE ANY GUEST. BY ACCEPTING THIS RESERVATION, IT IS AGREED THAT ALL GUESTS ARE EXPRESSLY ASSUMING KNOWN, UNKNOWN, INHERENT RISKS, OR OTHER RISKS THAT MAY ARISE FROM THEIR USE OF THE PROPERTY, THE AMENITIES, AND PARTICIPATION IN THE ACTIVITIES OR OTHERS WHOM THEY INVITE TO USE THE PROPERTY. THIS, EVEN IF SUCH OTHERS ENTER THE PROPERTY WITHOUT AUTHORIZATION OF OWNER. THE PROPERTY IS WATERFRONT CANAL PROPERTY, WITH A POOL AND HOT TUB/JACUZZI AND ALL GUESTS ARE STRONGLY ADVISED TO USE PROPER CAUTION TO PREVENT ANY ACCIDENTS, INCLUDING DROWNING AND/OR DEATH. This provision shall expressly survive the termination or expiration of this Agreement

**Primary Guest initials/date**

**5.3 Waiver of Liability.** ALL GUESTS EXPRESSLY WAIVE AND RELEASE 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, RELATED TO, OR ATTRIBUTABLE TO ANY GUEST'S USE OF THE PROPERTY, THE AMENITIES AND/OR PARTICIPATION IN THE ACTIVITIES,





**6.4 Unacceptable Use of Property.** This Property is to be used by paying Guests only for reasonable, personal uses expected of a residential rental home. **This 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 Agreement, and similar occasions. **All Amenities on the Property are solely for the use of paying Guests, and deposit may be forfeited if this is clause is breached.** Owner reserves the right to terminate this Agreement upon notice to Primary Guest, without any liability or breach on the part of Owner. If Owner reasonably suspects the Property is being used in violation of the provisions of this Agreement. **If any Guest engages in use of the Property in violation of the provisions of this Agreement, it is considered a material breach of the Agreement, and all Guests must vacate the Property immediately upon notice from Owner to Primary Guest. Primary Guest agrees to forfeit all monies, including but not limited to the full Security Deposit, and Primary Guest will be responsible for any damages that exceed the Security Deposit.**

**X Primary Guest Initials**

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

**7.1 Binding Effect.** This 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 will not refund Primary Guest due to hurricanes, storms, natural disasters, or unforeseen events or conditions, which may prevent, interrupt, or shorten travel, including mandatory evacuations.

**7.3 Outdoor Camera Use.** The Property is protected by use of conspicuous outdoor Ring cameras for Guests' safety and protection of the Property. Tampering with Cameras is prohibited, and constitutes a breach of contract.

**7.4 Written Exceptions.** Owner must approve any exceptions to the terms of this Agreement in writing before Primary Guest signs this Agreement.

**7.5 Entire Agreement.** This Agreement, including the documents and instruments referred to in this Agreement, including but not limited to any agreement by and between Primary Guest, Owner, AirBnb, and or/VRBO constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior understandings and agreements, whether written or oral, among the parties with respect to such subject matter.

**7.6 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. are not the responsibility of the Owner and will not affect the terms of this Agreement.

**7.7 Severability.** If any provision of this 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 Agreement will not be in any way impaired.



**7.8 Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of Florida, without regard to conflict-of-laws principles. Venue for any dispute arising under this Agreement shall be in the court of competent jurisdiction where the Property is located, and the parties expressly consent to such venue.

**7.9 Radon.** Pursuant to Fla. Stat. §404.056(5), the following notification is provided: Radon 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 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 health department.

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

Primary Guest Signature \_\_\_\_\_ Date \_\_\_\_\_

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

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