

SHORT TERM RENTAL AGREEMENT

This Short Term Rental Agreement (the “*Agreement*”) is made by and between My Name (“*Homeowner*”) and Your Name (“*Guest*”) as of the date last set forth on the signature page of this Agreement. For good and valuable consideration, the sufficiency of which is acknowledged, the parties hereby agree as follows:

1. Property. The property is located at: 4631 Estero Boulevard, A-201 Fort Myers Beach, FL 33931

2. Rental Party: The rental party shall consist of Guest and the following persons:

3. Maximum Occupancy: The maximum number of guests is limited to **8** persons. (*This is Florida Law.*)

4. Term of the Lease. The lease begins at 3 p.m. on (the “*Check-in Date*”) and ends at 10 a.m. on (the “*Checkout Date*”).

5. Rental Rules: Guest agrees to abide by the **Rental Rules** attached as **Exhibit A** at all times while at the property and shall cause all members of the rental party and anyone else Guest permits on the property to abide by the following rules at all times while at the property.

7. Access: Guest shall allow Homeowner or Homeowners representatives access to the property for purposes of repair and inspection. Homeowner shall exercise this right of access in a reasonable manner.

8. Rental Rate and Fees

- a. Hold Deposit: \$50 non-refundable payment to hold the reservation is applied to your total payment. In the event of a cancellation, this payment is non-refundable.
- b. A Reservation Deposit of \$ - - is due immediately to confirm the reservation. This deposit is refundable up to 60 days prior to check-in date.
- c. Security Deposit: A deposit of \$250 will be paid in addition to the quoted rate. The deposit is for security and shall be refunded within 30 days of the Checkout Date provided no deductions are made due to:
 - i. damage to the property or furnishings;
 - ii. dirt or other mess requiring excessive cleaning; or
 - iii. any other cost incurred by Homeowner due to Guest’s stay.

If the premises appear dirty or damaged upon Check-in, Guest shall inform Homeowner immediately.

d. Rental Rate. Payment in full of the following fees shall be due within 30 days of the Check-in Date:

9. Payment Description and Schedule:

DESCRIPTION	QUANTITY	UNIT PRICE	COST
Rate		\$	
Cleaning fee			\$
Miscellaneous (credit card fee or service)			\$ 0.00
		Subtotal	\$ 0.00
	Tax	11.00%	\$ 0.00
Taxable Total			\$ 0.00
Security Deposit - refundable after departure inspection per rental agreement		\$ 250.00	
Total Payments due prior to Check-in			\$ 0.00

PAYMENT DESCRIPTION	PAYMENT SCHEDULE	PAYMENT DUE
Hold Deposit - non refundable		
Reservation Deposit		25.00%
Final Payment Amount Due		

10. Cancellation Policy: If Guest wishes to cancel his/her reservation, the Hold Deposit is non-refundable, however the Reservation deposit, as listed above, will be refunded as follows:
 100% if cancelled 60 days prior to the Check-in Date
 50% if cancelled 45 days prior to the Check-in Date
 Non-refundable after 30 days prior to Check-in Date

11. Payment: Acceptable payment methods include personal check, eCheck, bank wires, Money Order or Credit Cards. Credit card payments, except for the Hold Deposit, are accepted, but subject to a 2.5% processing fee. All monies in US Dollars.
 a. Checks payable to (owners name.)
 b. Mailing address for rental agreement and payment:

The parties agree to the terms of this Short Term Rental Agreement, as evidenced by the signatures set forth below.

Homeowner	Guest
Signature:	Signature:
Printed Name:	Printed Name:
Date:	Date:
	Address:
Phone # during stay:	Phone# during stay:

Exhibit A

RENTAL RULES

1. Smoking is NOT allowed inside AND outside while on White Cap Property.
2. People other than those in the Guest party set forth above may not stay overnight in the property. Any other person in the property is the sole responsibility of Guest.
3. All of the units are privately owned; the owners are not responsible for any accidents, injuries or illness that occurs while on the premises or its facilities. The Homeowners are not responsible for the loss of personal belongings or valuables of the guest. By accepting this reservation, it is agreed that all guests are expressly assuming the risk of any harm arising from their use of the premises or others whom they invite to use the premise.
4. White Cap Beach Resort quiet hours are from 9 pm until 9 am.
5. Keep the property and all furnishings in good order.
6. Only use appliances for their intended uses.
7. PARKING – Reserved parking is limited to 1 vehicle. A few spaces are available for guests, but are not reserved. Vehicles are to be parked in designated parking areas only. Metered parking is available across the street for guests. Any illegally parked cars are subject to towing; applicable fines/towing fees are the sole responsibility of the vehicle owner.
8. Housekeeping: There is no daily housekeeping service. While linens and bath towels are included in the unit, daily maid service is not included in the rental rate. We provide six beach towels for your use. We do not permit towels (except the beach towels) or linens to be taken from the units.
9. NO Pets allowed.
10. Storms:

If there is a storm or hurricane, no refunds will be given unless:

- The state or local authorities order mandatory evacuations in a "Tropical Storm/Hurricane Warning area" and/or
- A "mandatory evacuation order has been given for the Tropical Storm/Hurricane Warning" area of residence of a vacationing guest.
- The day that the authorities order a mandatory evacuation order in a "Tropical Storm/Hurricane Warning," area, we will refund:
 - Any unused portion of rent from a guest currently registered;
 - Any unused portion of rent from a guest that is scheduled to arrive, and wants to shorten the stay, to come in after the Hurricane Warning is lifted; and
 - Any advance rents collected or deposited for a reservation that is scheduled to arrive during the "Hurricane Warning" period.

I have read the Rental rules and agree to the Rules: sign here: _____