

RENTAL AGREEMENT

OntheBeachCondo.Com
Charles Sabourin (Owner)
18720 Gulf Blvd.
Unit 8A
Indian Shores, FL 33785
615-481-4332

CHECK IN AFTER 3:00 P.M.! CHECK-OUT BEFORE 11:00 A.M.!

Owners of above mentioned property do hereby lease to tenant(s) who hereby lease(s) the property from the Owner for the indicated period on the following terms and conditions:

1. Tenant understands there is no binding agreement until lease is signed by prospective renter and returned to Owners. _____
Initial
2. Rent can be paid by credit card, certified check or money order. Owner reserves the right to charge a \$35.00 handling fee for all returned checks. _____
Initial
3. Refunds of Deposit are only given with more than 60days prior to rental date. There will be no other refunds after that date that the final balance is due or date final payment is received. With written approval by the owner, a credit may be given towards your next stay within one calendar year. We strongly recommend that you purchase cancellation insurance that reimburses you in case of unforeseeable events. This includes but is not limited to protection against loss of vacation time due to severe storm evacuations. If you choose not to purchase the travel insurance, no refunds will be given in the event of unforeseeable cancellations, including hurricane evacuations. _____
Initial
4. The Tenant agrees to release and indemnify the Owner from and against all liability should anyone or anything be injured upon the premises during the term of this lease resulting from any cause whatsoever, except in the case of personal injury caused by the negligent act of the Owner. _____
Initial
5. Owner is authorized through the contract with the Homeowners Association to rent only to families. No high school, college, or civic groups are permitted. Violation is grounds for immediate eviction with no exceptions and no refunds. It is understood the Tenant shall be at least 24 years of age. House parties are specifically prohibited and are grounds for eviction. Leaseholder is required to be present during the entire tenancy. Owner may require a list of permitted occupants be provided. _____
Initial
6. Tenant covenants and agrees to surrender property in as good and in the same condition as of commencement of the rental period, reasonable wear and tear excepted and to reimburse Agent and/or Owner the amount of all damages including reasonable attorney's fees. Owner and Agent shall have the right to make repairs to the property, its fixtures, appliances, furnishings, and facilities during the rental period. _____
Initial
7. Tenant shall not be entitled to any refund for inoperative appliances, air conditioners, TVs, VCR/DVDs, etc. Agent however, upon being notified by Tenant of any malfunction, will make every reasonable effort to have such appliances, etc. repaired. Replacement or repair of televisions when provided by the Owner, cannot be guaranteed. _____
Initial
8. Tenants are expected to care for the condo as if it were their own, and to leave it undamaged, clean, and with all trash removed from inside the condo and disposed of in the condominium complex trash containers. Tenant agrees to abide by all complex rules and regulations. _____
Initial
9. **NO PETS ALLOWED BY TENANTS!** Violation of the NO PET rule will be grounds for immediate eviction without refund. This is an association rule, not ours. _____
Initial
10. **NO SMOKING INSIDE CONDO.**
11. If at the sole discretion of the Owner, tenant becomes objectionable or violates any of the terms of this lease, Tenant may be evicted without refund. Should a group exceed the maximum number of people allowed, the group will be required to vacate the unit without refund. _____
Initial
13. The total rent and tax will be due 30 days prior to check in. If the reservation is made within 30 days of check in, the amount will be the full rental and tax amount. **Any payments made within 30 days of check- in must be in guaranteed funds.** _____
Initial
14. Tenant acknowledges any after hours (6pm-8am) lock out calls will be the sole responsibility of the renter. He/she will need to contact and compensate a locksmith of their choice to gain re-entry to the property. _____
Initial
15. Florida Law requires the collection of a sales and use tax and a lodging tax on the gross amount of not more than 12%, due and payable by the Tenant. This sum must be paid with the balance of the rent. _____
Initial

16. This agreement shall not be binding unless and until Agent has received \$250.00 of the gross rent as advance rent. Receipt for deposit and/or rent from renter signifies acceptance of this agreement. Renter acknowledges no possession of the premises can be taken until the full rental amount set forth herein, including all taxes, has been paid and lease has been signed and returned to Owners.

Initial

17. **Waiver of liability** for beaches, etc. herein called special features. The tenant understands there are special risks that may be involved in using special features. The Tenant understands there are potential dangers that the special features may present to children not carefully supervised as well as the danger to any person using the features if the person has a health risk or is intoxicated or using any kind of drugs or medication or uses the special features while pregnant. The Tenant agrees to explain the special features to any guests he may have at the condo and to be fully and solely responsible for any accidents his guests may incur. The Tenant agrees that he will assume all responsibility for himself and his guest(s) for the consequences of those risks. Tenant agrees to waive any claim whatsoever against Landlord or Agent for accidents or claims arising from the use of special features. Tenant agrees to indemnify Landlord and/or Agent for any claims made by Tenant's guests arising from Tenant's guest's use of special features. The Tenant also understands and agrees that he will pay Owner upon request for any damage that occurs through his or his guests misuse and/or negligence. A Pre-paid Virgin Cellular phone is provided for your use and safety. If additional time is required, it can be purchased at any 7-11 convenience store or major drug store at tenant's expense. There is a \$50.00 lost phone fee if the phone is missing at the end of the lease.

Initial

18. Tenant understands this lease is exclusively for this property and time described on this document and does not convey or transfer to another property.

Initial

TENANT NAME: _____

TENANT ADDRESS: (Include City, State, Zip)

TENANT CONTACT NUMBER _____ Email _____

CREDIT CARD: _____ EXP Date _____

CC BILLING ADDRESS: _____

RESERVED DATES IN: _____ OUT: _____

NUMBER OF ADULTS _____; CHILDREN _____;

By my signature I agree to abide by the above mentioned rules and I understand that this is a private residence, and I will treat it with the same respect as I would my own home.

SIGNATURE: _____ DATE _____

Credit Card will be charged \$250.00 Deposit or Full rental rate if less than 30days to rental date. Thirty (30) days prior to the end date of the rental period, a \$300 damage deposit Hold will be placed on the same credit card. This hold will be released upon vacating the property in original condition. Certified Checks, Money Orders or Trade Bank funds may be used for payment, however a credit card must be provided for the Damage Deposit Hold.

Please Print and Fax this Completed form to: 615-331-0940 or Mail to:

**Charles Sabourin
5714 Edmondson Pike
Suite 2B
Nashville, TN 37211
USA**