

This rental agreement is entered into by and between the renter, hereinafter referred to as "Tenant" and Pretty Cape Homes, hereinafter referred to as "Manager" on the day of the online-booking. This agreement constitutes a contract between the Tenant and Manager. Please read this Vacation Rental Lease Agreement thoroughly. Any money received by Manager for occupancy of vacation property indicates the acceptance of the terms and conditions of this Vacation Rental Lease Agreement. It is the responsibility of the Tenant to be familiar with all policies within this agreement. This occupancy will be in the form of a Vacation Rental only and not constitute a permanent or primary residence or other tenancy.

The terms of the lease, as Check-in and Check-Out dates, are defined in the online booking. Before your arrival, you will receive further information about the location, access codes, emergency information and much more.

**Maximum occupancy:**

The maximum number of overnight guests for the property is limited to the maximum amount of guest shown in the online booking. Maximum occupancy for a property shall not exceed the maximum amount of guest allowed in this property at any time. If TENANT exceeds the maximum occupancy, Tenants and all of their guests are subject to immediate removal and forfeiture of their security deposit and rental payment.

**Smoking:**

All properties are NON-SMOKING properties. No smoking is allowed inside or outside of the property whatsoever. Any Tenant or their guests not adhering to the No Smoking policy will result in automatic forfeiture of the security deposit.

**Pets:**

No pets are allowed on the premises without signed pet agreement. Please make sure that pets are allowed at this particular property.

**Rental rules:**

Tenant agrees to abide by the Rental Unit Rules at all times while at the property and shall cause all members of the rental party and anyone else Tenant permits on the property to abide by the following rules at all times while at the property.

**Damage deposit:**

A damage deposit or damage protection insurance is required in the amount shown during the booking process. A deposit must be received at least thirty (30) days before Check-in. Deposit will be held in a non-interest-bearing account. A damage deposit automatically converts to a security/damage deposit upon arrival. The security/damage deposit is NOT applied toward rent; however, it is fully refundable within (14) days of departure, provided the following provisions are met:

- No damage is done to property or its contents, beyond normal use
- No charges are incurred due to contraband, pets, smoking, or collection of rents or services rendered during the stay.
- No excessive cleaning required. All debris, rubbish and discards are placed in the dumpster and solid dishes are cleaned.
- No excessive utility charges are incurred.
- No linens/towels are lost, stolen, or damaged.
- All Keys are returned.
- The Tenant (or any of Tenants' visitors) is not evicted by the owner (or representative of the owner), or the local law enforcement.

**Payment:**

An advance payment equal to the amount shown on the booking process of the rental rate is required to confirm reservations. The advance payment will be applied toward the property rental price. Please make payments in the form of bank money orders, cashier's checks, personal checks, Credit Card or PayPal. If you want to wire the amount please ask for instructions. The advance payment is not a damage deposit. The total balance due thirty (30) days prior to your Check-In date. The payment regulations may be different in different online portal sites.

**Cancellations:**

For a full refund of accommodation fees, cancellation must be made 60 days prior to arrival. For a 50% refund of accommodation fees, cancellation must be made 30 days prior arrival. On cancellation, less than 30 days prior to arrival is no refund. Cancellations must be made by 12:00 PM on the appropriate day in writing. We strongly recommend travel insurance to avoid cancellation loss.

**Additional charges:**

Cable charges for any programming ordered during the rental period in addition to the basic cable provided.

Fines as imposed by a condo association (if applicable) as a result of your actions.

Any damage to the property or its contents

**Falsified reservations:**

Any reservation obtained under false pretense will be subject to forfeiture of advance payment, deposit, and/or rental money, and the party will not be permitted to check-in.

**Guest / Parties noise:**

The Tenant must supervise their guest(s) while on the premises. Noise in the property must be kept at a reasonable level as not to cause a disturbance to the neighbors or the general public. In no event may the maximum occupancy (as listed on this agreement) be exceeded without written consent.

**Cleaning:**

A cleaning fee of \$ 169.00 / \$ 189.00 is due with the rental payment prior to Check-In date. This constitutes 4 hours of cleaning service after the tenant's departure. No cleaning service is provided during the tenants stay. Rates include a one-time linen-towel preparation, bed sheets set up, toilet paper, and paper towels. On departure leave, all used beds stripped and unmade. The last day's towels are to be left in the bathrooms. All dinnerware, pots, pans, glasses should be cleaned and the dishwasher empty. Please discard used food from the cabinets and refrigerator. Tenant will be charged for excessive linens and/or unwashed dishes. Trash should be removed from the condo and placed in the proper receptacle outside. It is the guest's responsibility to clean the barbecue. The cleaning crew will charge an additional fee \$49.00 incl. taxes for a barbecue cleaning.

**Maintenance:**

It is expected that major systems in and around the property will break down from time to time such as air conditioning, washer, dryer, refrigerator, etc. Manager will attempt to repair the problem as soon as possible upon notice by the Tenant. Manager assumes no liability to Tenant if such should occur as all products have a useful life and break down occasionally.

**Illegal substances:**

Under no circumstances shall any illegal substances be allowed on the property. Tenant understands that possession and use of any such substance are grounds for immediate eviction and forfeiture of payment. Tenant further waives any and all rights to recourse against the Manager for enforcing this clause.

**Tenant responsibilities:**

All occupants are required to perform "Normal" household duties that include, but are not limited to:

Garbage removal

Barbeque cleaning after usage

Cleaning of individual and guest dishes

Notification to Manager of any damages or problems with the property

Locking of all doors when Tenant leaves the property.

**Subletting / assigning:**

There shall be no subletting of the premises. The Tenant shall occupy and use the premises as a vacation rental only and not use the premises for any business, professional, unlawful or hazardous purpose.

**Repairs:**

The Manager must be notified immediately if you discover any item that needs attention.

**End of term:**

At the end of the term, the Tenant shall leave the premises clean and in good condition, remove all Tenant property, and repair all unreasonable damages caused during their stay.

**Hold harmless and indemnity:**

Manager / Owner of rental property shall not be liable for any damages and/or injury to Tenant and/or their guest(s), or their personal property due to Tenant's acts, actions or neglect. Tenant agrees to hold Manager / Owner harmless against any claim for damage and/or injury due to Tenant's act or neglect or their guest's act or neglect.

**Quiet enjoyment:**

Tenant and their guests agree not to violate quiet enjoyment and privacy of the surrounding neighbors. The manager is not responsible for the actions of other property owners in the area, as I have no control over their actions.

**Weather / Acts of God:**

The manager is not responsible for any weather conditions or acts of God or nature that happen during Tenant's stay on premises and no refunds will be made.

**Construction:**

The owner is not responsible for any actions of other property owners or condo association.

**Unforeseen conditions:**

If any unforeseen conditions or problems with the condo arise prior to or during Tenant's stay, Manager reserves the right to either refund Tenant's payment pro-rate or place Tenant in a comparable house/condo with the same amenities, bedroom, etc. Such unforeseen conditions could be the following but are not limited to, hurricanes, storms, vandalism, flood, etc. Manager assumes no responsibility for such unforeseen conditions.

**Access:**

Tenant agrees to allow access to the house and property to the Manager and his agents upon 24 hours' notice by telephone or in person. Agents include but are not limited to, plumbers, electricians, rental companies, pest inspection, etc. Manager reserves the right to inspect the premises and interior upon 24 hours' notice to Tenant. Tenant agrees not to deny access. If Tenant refuses to allow access to Manager or any agent designated by Manager, the Manager reserves the right to terminate the Tenants vacation rental and Tenant will immediately vacate the premises upon demand by Manager and will forfeit the rental payment.

**SAFETY:**

Tenant acknowledges and agrees that they are responsible for the safety of themselves, their guests and their children with respect to the pool, the deck areas, and the premises. Tenant acknowledges and agrees to hold harmless from any injuries to them or their guests. It is understood that there is no lifeguard and that supervision is their responsibility.

**Keys:**

Access to the property is provided by the key. Tenant agrees to return the set of keys after departure. All extra sets of keys should be left on the kitchen counter. Failure to return the set of keys after departure will result in a \$15 key replacement fee deducted from the security deposit for each key needing replacement.

**Laws:**

The Laws of the State of Florida shall apply to all terms under this Agreement. Any dispute under this agreement shall be a venue in Lee County, Florida. It is expressly agreed and understood that this lease shall not be recorded in the County Clerk's office.

**Liability:**

Tenant may be responsible and liable to Manager for damages in excess of the security deposit for any damage or loss caused by Tenant or its guest.

Written exceptions:

Any exceptions to the above-mentioned policies must be approved in writing in advance.

Departure checklist:

The security refund will be issued after the Manager has received a checklist from the cleaning crew and inspected the property. In addition, please feel free to leave your comments or suggestions in our guest book / feedback-form.

Breach of agreement:

Failure to comply with any of the foregoing clauses and overall rules established by Manager will subject you to immediate removal from property and forfeiture of all rental payments and security deposits. If Tenant fails to vacate the premises at the end of the rental period prescribed in this agreement, Tenant shall be charged and liable to Manager for \$300 per day for every day past the date and time specified in this agreement.

Survival:

If any clause or term in this lease is contrary to law, the remainder of the Lease shall remain in full force.

Certification:

I or we, the TENANT(s), hereby certify and consent that I/we have read the entire agreement and conditions and agree to the terms and will comply with them during the course of this vacation rental.