

# SHORT TERM RENTAL AGREEMENT AND DEPOSIT RECEIPT

This Short Term Rental Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2006 by and between 5th Street LLC and \_\_\_\_\_ ("Tenant(s)"). Tenant(s) agrees to rent the premises located at: **608 Bay Esplanade, Clearwater Beach, FL** upon the following terms and conditions:

1. TERM. The term will commence on \_\_\_\_\_, 20\_\_\_\_, at four (4) o'clock p.m., and continue until the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at ten (10) o'clock a.m. (Check out is 10 a.m. promptly, check in time is 4 p.m.). NOTE: It is the responsibility of the Tenant to inform property manager of Tenant's approximate arrival time at least 48 hours in advance to make arrangements for check-in and key pick-up during normal business hours (Monday - Friday 9 am to 5 pm EST).
2. RENTAL AMOUNT. \$\_\_\_\_\_ per \_\_\_\_\_, plus sales tax of seven percent (7%) and tourism tax of five percent (5%) (twelve percent (12%) total). It is the tenant's responsibility to mail a bank check made out in USD\$ to **Wendy Mantell** for the full balance owed so that it arrives at **9 SUNSET BAY DRIVE, BELLEAIR, FL 33756** no later than 45 days prior to check in date. If this deadline is not met, management may choose to rent the property to another party. Any and all deposits may be forfeited by the tenant. In the event Tenant is unable to take possession of the premises or cancels a reservation all monies paid may be non-refundable including rent. However, it is the intention of management to re-rent property in the event of a cancellation to another party when possible and may offer to provide a fair refund. Any refund for cancellation less than 45 days prior to reserved occupancy period is the sole discretion of management. **An exception to this policy shall be in the event of a hurricane emergency.** All or a portion of rent may be refunded if a hurricane warning orders an evacuation of Clearwater Beach or electrical power is lost for more than 24 hours due to hurricane conditions. In the aforementioned events, tenants may be asked to vacate the property and a refund for time not used will be provided.
3. SECURITY DEPOSIT: A refundable security deposit will secure the performance of Tenant's obligations under the terms of this Agreement. A security deposit of \$1,000 in cash, a cashier's check or personal check with picture ID will be provided by the Tenant at the time of check in as well as a credit card number which would be used in the event of an obligation amounting to greater than \$1,000. Upon check out, the Tenant will be refunded if all terms and conditions are met and no damage due to misuse is done to the house and all items provided as part of this agreement are returned at this time. **If the tenant does not provide \$1,000 security deposit at the time of check in, keys to the said premises will not be given until the tenant provides the deposit.** 5th Street LLC will not be responsible for refunding any rent due to tenants not meeting this requirement. 5th Street LLC may, but will not be obligated to, apply all portions of said deposit on account of Tenant's obligations. Provided that Tenant takes possession of the premises, there is no damage to the premises (and facilities, where applicable), all keys are returned and the premises is left in a clean condition, the balance of all deposits will be refunded within fifteen (15) business days from the date possession is delivered to 5th Street LLC or authorized representative, together with a statement showing any charges made against such deposit.
4. RESERVATION FEE: There is a NON-REFUNDABLE reservation fee. Checks for reservation fee can be personal and must be in \$USD denominations. These monies will be used to pay cleaning and administrative fees and are in addition to rent charges. **Checks must be made out to Wendy Mantell and mailed to 9 SUNSET BAY DRIVE, BELLEAIR, FL 33756** with a signed, fully completed contract.
5. USE. The premises will be used exclusively as temporary lodging for no more than 15 person(s) including minors. (Please provide a list of the names of all intended occupants). If additional persons are found to be residing at the Premises, for each additional person a fee of twenty percent (20%) of the total rental amount will be automatically be deducted from Tenant's security deposit. Additionally, if any laws regarding occupancy are broken, Tenant will pay all fines associated with this violation.
6. ANIMALS. No animals are permitted on the Premises without the prior written consent. If Tenant is permitted to keep a pet on the Premises, a nonrefundable deposit in the amount of \$\_\_\_\_\_ shall be required for purposes of flea spraying, carpet cleaning, etc. However, in the event that a pet is found on the Premises without the prior notification and consent of the 5th Street LLC, Tenant shall be in violation of this Agreement and will forfeit their entire security deposit and 5th Street LLC retains the right to sue for damage to the Premises.
7. HOUSE RULES. Tenant agrees to abide by all house rules. Please review rules prior to signing this agreement.
8. ORDINANCES AND STATUTES. Tenant will comply with all statutes, and ordinances of all authorities. There is a 10 pm noise ordinance enforced by the city and must be complied with. 5th Street LLC reserves the right to refuse service to any potential tenant and to terminate this agreement without notice and without refund for any reason if deemed necessary by management.
9. ASSIGNMENT AND SUBLETTING. Tenant may not assign this Agreement without prior written consent of management.
10. MAINTENANCE AND DAMAGE. Tenant acknowledges that, unless the 5th Street LLC is notified immediately upon occupancy, the Premises, including the furniture, furnishings and appliances, are in good working order and repair. Tenant will keep the Premises in a sanitary condition, and will notify 5th Street LLC of any damage to the Premises or its con-

tents, or any inoperable equipment or appliances. Tenant will surrender the premises, at termination, in as good a condition as received, normal wear and tear excepted. **Tenant acknowledges that if the Premises are left in an exceptionally unclean or unsanitary condition, cleaning charges will be assessed at a rate of \$50 per hour and will be deducted from Tenant's security deposit.** Tenant will be responsible for any damage due to misuse caused by Tenant or his or her family, invitees and guests. **It is understood that Homeowners insurance does NOT cover Tenant's personal property.**

11. ENTRY AND INSPECTION. 5th Street LLC has the right to enter the Premises at any time.
12. INDEMNIFICATION. 5th Street LLC will not be liable for any damage or injury to Tenant, or any other person(s), including Tenant's guests or invitees, or to any property, occurring on the Premises. Tenant agrees to hold 5th Street LLC harmless from any claims for damages, no matter how caused. Swimming in the pool is at the users own risk. No life-guard is ever provided. Persons unable to swim are not allowed on the pool deck. All minors must be supervised by an adult at all times. Jumping off any structure into the pool is strictly forbidden and will result in an immediate termination of access to the premises without refund. For safety and legal reasons, all fences must be kept shut when an adult is not present. Failure to keep fences surrounding the pool shut when an adult is not present will result in immediate termination without refund.
13. WAIVER. Failure of 5th Street LLC to enforce any provision of this Agreement will not be deemed a waiver.
14. NOTICES. Unless otherwise provided, any notice which either party may give or is required to give, may be given personally by mailing the same, postage prepaid, to Tenant or 5th Street LLC at the address shown in the signature block or at such other places as may be designated by the parties from time to time. Notice will be deemed effective five (5) days after mailing, or on personal delivery, or when receipt is acknowledged in writing.
15. TIME. Time is of the essence of this Agreement.
16. ADDITIONAL TERMS AND CONDITIONS. \_\_\_\_\_

17. ATTORNEYS' FEES. In the event that either party hereto is required to institute litigation or some other form of alternative dispute resolution in order to enforce the terms of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs and attorney's fees.
18. APPLICABLE LAW AND VENUE. This Agreement shall be construed and interpreted in accordance with the laws of the State of Florida. The parties hereto consent to the exclusive jurisdiction of the courts of either Pinellas County, Florida or the Middle District of Florida for any disputes relating to this Agreement. Tenant(s) acknowledge(s) that he/she/they has/have read and agree(s) to the above terms and conditions, and acknowledge(s) receipt of a copy of this Agreement.

TENANT(S)

_____	_____	_____
Tenant Signature	Date	Print Name
_____	_____	_____
Tenant Signature	Date	Print Name
_____	_____	_____
Driver's License No./State	Tenant's E-Mail Address	Fax Number
_____	_____	_____
Tenant's Address	Tenant's Telephone	Tenant's Cell Phone
_____	_____	_____
City, State, Zip Tenant's	Facsimile	

**ALL INFORMATION  
MUST BE COMPLETE**

DEPOSIT REQUIRED OF:

\$\_\_\_\_\_ non-refundable deposit to be mailed with this contract or contract is invalid. Deposit will be used towards total listed below. You will receive a confirmation via e-mail of receipt of funds and an invoice of the balance due and due date.

PRICE INFORMATION

\$\_\_\_\_\_ rental amount for dates \_\_\_\_\_ to \_\_\_\_\_

\$\_\_\_\_\_ check in service and cleaning fee for 4 hours (additional charges will be required if excessive cleaning is required)

\$\_\_\_\_\_ additional possible services or fees

\$\_\_\_\_\_ total for rental

\$\_\_\_\_\_ 7% sales tax and 5% state tourism tax on total of all fees

\$\_\_\_\_\_ amount still due by \_\_\_\_\_ (45 days prior to check in). It is the tenant's responsibility to ensure that the total is received PRIOR to this date. If tenant does not ensure delivery of balance by the required date, 5th Street LLC reserves the right to rent the property to another party and said tenant will then forfeit the non refundable deposit.

Additional amounts may be assessed if property is damaged. Valid credit card number and \$1,000 cash will be given as a refundable security deposit. Please see details in item #3 of this contract on page #1.

By: \_\_\_\_\_ Its: \_\_\_\_\_  
5th Street LLC management

List of occupants-no more than 15. This must be complete including infants.

**ALL INFORMATION  
MUST BE COMPLETE**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_
11. \_\_\_\_\_
12. \_\_\_\_\_
13. \_\_\_\_\_
14. \_\_\_\_\_
15. \_\_\_\_\_

BAY ESPLANADE HOUSE RULES

We work hard to maintain our house and our family uses it as a second home. We rent it to guests to help maintain the property. Please use common sense and common courtesy when you are our guest.

1. Due to Florida Law, the fence must remain erect and closed at all times. The gate must be closed when an adult over the age of 21 is not present. **IF THE FENCE IS LEFT OPEN AND AN ADULT IS NOT PRESENT, YOUR PARTY WILL BE ASKED TO LEAVE IMMEDIATELY WITHOUT A REFUND.**
2. **DO NOT JUMP OFF THE ROOF OF THE HOUSE FOR ANY REASON.** It is illegal and the police will be called. If anyone in your party jumps off the roof, your entire party will be asked to leave immediately without a refund.
3. No lifeguard on duty. Swimming is strictly at your own risk.
4. Do not adjust controls on pool or heater. If you have a problem with the pool please call us at the numbers provided.
5. There is a noise ordinance in effect after 10 pm and before 7 am. Please be a good neighbor and keep noise down at all times. Many neighbors work and live here permanently. If the neighbors call the police to the house due to a violation of this ordinance, **YOU WILL BE ASKED TO LEAVE IMMEDIATELY WITHOUT A REFUND.**
6. All guests are required to rinse off sand before getting into the pool to avoid damage to the pool pump. If damage occurs to any pool part due to excessive sand, you may be held responsible.
7. Clean up and dispose of any pet waste.
8. Maximum occupancy is 15 guests.
9. You will be held responsible for damages due to a violation of any rules or irresponsible misuse of the property. We understand that regular wear and tear of items causes breakage. Please report any damaged or nonfunctioning items in the home or you may be charged for these items.

I, \_\_\_\_\_, have read the house rules on \_\_\_\_\_, 20\_\_ and hereby agree to these terms. I agree to inform my entire party of these requirements and will take enforcement and financial responsibility for my group of the following guests.

Witness: \_\_\_\_\_ on \_\_\_\_\_, 20\_\_

List all guests full names below:

- |    |     |
|----|-----|
| 1. | 8.  |
| 2. | 9.  |
| 3. | 10. |
| 4. | 11. |
| 5. | 12. |
| 6. | 13. |
| 7. | 14. |

Please help us keep your costs down by conserving water and energy when possible. Thanks!

# \$1000 SECURITY DEPOSIT RECEIPT

\$ \_\_\_\_\_ deposit for dates \_\_\_\_\_ to \_\_\_\_\_

from: \_\_\_\_\_

in the form of: \_\_\_\_\_ (please indicate check or cash)

Additional credit card information required to be used if extensive damage is caused to the property or items removed in excess of the above mentioned deposit amount.

\_\_\_\_\_ Card Type: (circle one)    VISA    MasterCard    American Ex.

Expiration date: \_\_\_\_\_

Name on Card: \_\_\_\_\_

Validation code on back of card: \_\_\_\_\_

I give 5th Street LLC permission to charge my card for any additional items to meet my obligations as mentioned in the contract agreement and house rules provided.

Card hold signature: \_\_\_\_\_ date: \_\_\_\_\_

How do you want the deposit returned? Please provide names and/or addresses of persons permitted to retrieve the deposit.

Received:

By: \_\_\_\_\_

5th Street LLC management

Its: \_\_\_\_\_