

## RENTAL AGREEMENT

**VACATION PROPERTY:** 10301 Gulf Blvd. # 202 Treasure Island, Florida 33706

OWNERS: Ron & Pat Mooney  
ADDRESS: P.O. Box 273206 Tampa, Florida 33688  
PHONE: 813-265-2408  
FAX: 813-265-2408  
EMAIL: UPSCALE VACATION@AOL.COM

### SECURITY/DAMAGE DEPOSIT

A security/damage deposit of \$600 is required to hold your reservation. We accept payment by personal check, wire, money order or credit card. We must receive the deposit, lease and copy of drivers license before we can reserve your time. Once these are received, your dates are officially reserved.

If the following provisions are met, your deposit will be mailed to you within ten (10) days of your departure.

- No damage is done to the condo, its contents or the condo property.
- No linens or household items are missing.
- No early check-in or late checkout.
- Condo has not been smoked in.
- All terms & conditions of this rental agreement are abided to and met.

### OCCUPANCY

Number In Party: \_\_\_\_\_ Anyone under the age of 25: \_\_\_\_\_ Yes or No \_\_\_\_\_

Check In Date: \_\_\_\_\_

Check Out Date: \_\_\_\_\_

Deposit Fee: \_\_\_\_\_

Rental Fee: \_\_\_\_\_

Total Due: \_\_\_\_\_

All payments and money received must be in United States currency.

### CANCELATIONS

If you cancel your reservation after it has been confirmed, you understand that the monies paid will not be refunded.

No credit will be given for shortened stays due to late arrival or early departure for any reason.

No cancellations due to weather.

### RENTAL CONFIRMATION

Upon receiving your deposit, copy of driver license's and a signed and dated copy of the Rental Agreement, a rental confirmation will be mailed or emailed to you.

### PAYMENT

We accept payment by personal check, wire, money order or credit card.

Print your name as it appears on credit card:

\_\_\_\_\_

Credit Card Type: \_\_\_\_ Visa \_\_\_\_ Mastercard

Credit Card # \_\_\_\_\_

Expiration Date \_\_\_\_\_

Card Verification # \_\_\_\_\_ (Mastercard / Visa - 3 digit number on back of card.)

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Billing Address for your credit card:

\_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Today's Date: \_\_\_\_\_

Our credit card transactions are all processed through PayPal or Home Away. By signing this authorization form, you are authorizing us to process your credit card through PayPal or Home Away on your behalf only for the amount agreed to in this agreement. The transaction(s) on your credit card statement should appear as PayPal or Home Away. Returned payments may be subject to a \$40.00 service charge. As an alternative to this authorization, you may process this payment online yourself by visiting Home Away web site or at [www.paypal.com](http://www.paypal.com) and logging on or creating a PayPal account. All PayPal transactions need to be sent to info at [upscalevacation@aol.com](mailto:upscalevacation@aol.com).

**CREDIT CARD AUTHORIZATION:** I understand and consent to the use of the credit card provided without original signature on the charge slip, that a photocopy or fax of this agreement will serve as an original, and that this Credit Card Authorization cannot be revoked and will not terminate until 60 days after leased premises are vacated.

\_\_\_\_\_  
Print & Sign Name

Payment in full must be received 40 days before arrival.

**CHECK-IN & CHECK-OUT PROCEDURES:**

Check-in time is 4 pm ET. There is only a 6 hour window to completely clean, disinfect and set up for the next guests. Please respect this time frame.

Check-out time is 10 am ET on the day you are scheduled to leave. We must be able to enter the condo at 10 a.m. There is only a 6 hour window to completely clean, disinfect and set up for the next guests. Please respect this time frame. If you do not vacate the premises on time, you will be charged for one (1) additional night's stay.

Prior to checkout, all dishes should be washed and put away or left in the dish washer.

Beds may be left unmade and sheets and pillowcases left on.

Dirty towels should be placed in the laundry hamper.

Before leaving, set the thermostat to 80 degrees.

Make sure all doors and windows are locked and shut.

**GENERAL INFORMATION**

When you arrive, the condo will be clean and set up with linens and as a courtesy we have included the following list of supplies to accommodate the appropriate amount of guests:

- Bath towels, hand towels, wash clothes, paper towels, dishwasher soap, hand soap, toilet paper, laundry soap, etc.

No pets allowed. Guests who bring a pet may be evicted from the property and no refunds.

This is a non-smoking condo. You are permitted to smoke outdoors only. Butts are to be disposed of properly and not left anywhere on the property.

The fireplaces are electric only. Do not put any burnable material in fire places.

Septic system & Lavatory: Please do not put anything down the drains that could cause a blockage.

Telephone calls are free within the US and Canada only. Any other calls which occur charges will be deducted from the deposit and will be the responsibility of the tenant.

We will not be liable or responsible for personal items left behind, lost or stolen.

If you leave an item after checking out and wish to have it returned, call us as soon as possible and we will arrange for shipment. We will inform you of the shipping cost and with your approval, deduct it from your deposit refund to cover the expense.

## **ADDITIONAL TERMS**

You must be at least 25 years of age to rent this condo and provide proof of age, if requested.

The condo has a maximum sleeping occupancy of four (4) people. Renters who exceed the occupancy limit or falsify occupancy information at the time of reservation are subject to eviction and loss of any payments received and deposits.

No more than a total of six (6) people are permitted in Condo at any one time without owners written consent.

No one under the age of 18 permitted in condo without the owner's written consent.

Loud noise and music are prohibited.

Illegal substances are prohibited.

If a personal check is returned to us for non-sufficient funds, you will be charged the amount levied by the bank for NSF charges plus an additional \$50.

Pesticides, air fragrances, candles, etc. are not permitted in or on the premise.

You and your guest shall comply with all laws, ordinances, rules and orders of the condo association and local and state agencies.

If the demised premise, the contents or any part thereof shall be damaged by you or your guest, you will be responsible for the cost of the damage and repairs.

If something is damaged notify the owner immediately. Do not repair anything yourself without owners written consent.

If Condo is unreasonably or abnormally dirty after you leave you will be responsible for an additional cleaning fee.

Owner or their agent shall have the right to enter the demised premises with a twenty four hour (one day) notice, for the purpose of inspecting the premises.

Owners reserve the right to change rates, terms and conditions of this agreement any time prior to monies received and a signed agreement.

*Force Majeure.* There may be circumstances beyond our control and contemplation, in which the property might not be available for your booking. Examples of these include (but are not limited to) destruction of or severe damage to the property. In the event of *Force Majeure*, we will do our best to make alternative arrangements for you where possible. If we cannot, or if the alternative arrangements are not acceptable to you, then we will refund all monies paid. This will be the full extent of our liability to you in such circumstances, and we will not be responsible for any other costs connected with any such cancellation, howsoever arising.

Any deviation from or to any part of this agreement must be in writing and agreed to by Owner.

I HAVE READ AND UNDERSTAND THE RULES AND REGULATIONS ON ALL FIVE (5) PAGES OF THIS RENTAL AGREEMENT. I CERTIFY THAT I AM AT LEAST 25 YEARS OF AGE AND THAT I WILL BE HELD RESPONSIBLE FOR THE CARE OF THIS PROPERTY BEING RENTED UNDER MY NAME. I ACCEPT FULL RESPONSIBILITY FOR DAMAGES OR EXTRA CLEANING CHARGES, SHOULD THEY BE DISCOVERED DURING OR AFTER DEPARTURE. I UNDERSTAND I CAN BE EVICTED IMMEDIATELY AND LOSE/FORFEIT ANY PAYMENTS PAID INCLUDING SECURITY/DAMAGE DEPOSIT PAID BY ME IF ANY OF THE CONDITIONS OR PROVISIONS OF THIS AGREEMENT ARE BREACHED OR NOT ABIDED TOO BY ME OR MY GUEST.

I AGREE TO HOLD OWNERS AND THEIR AGENTS HARMLESS AND INDEMNIFIED FROM AND AGAINST ALL LOSS, INJURY, LIABILITY AND DAMAGE ARISING FROM ANY NUISANCE, HARM MADE OR SUFFERED ON THE PREMISES BY ME, MY GUESTS OR INVITEES. THE COVENANTS AND CONDITIONS HEREIN CONTAINED SHALL APPLY TO AND BIND HEIRS, LEGAL REPRESENTATIVES, AND ASSIGNS THE PARTIES HERETO, AND ALL COVENANTS ARE TO BE CONSTRUED AS CONDITIONS OF THIS AGREEMENT.

I AGREE TO PAY THE COST AND ANY FEES, DAMAGE TO PREMISE OR ITS CONTENTS AND ETC. THAT MAY OCCUR DUE TO BREACH BY ME OR MY GUEST OF ANY OF THE PROVISIONS IN THIS AGREEMENT INCLUDING ATTORNEY FEES. ANY LITIGATION SHALL BE HELD IN HILLSBOROUGH COUNTY OR WHERE THE OWNER DECIDES OTHERWISE.

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: State: Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Driver License Number : \_\_\_\_\_

Date & Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: State: Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Driver License Number : \_\_\_\_\_

Date & Signature: \_\_\_\_\_

WE REQUIRE A COPY OF DRIVERS LICENSES FOR ALL THE ABOVE NAMES.