

SHORT TERM VACATION RENTAL CONTRACT PROPERTY #450475

This agreement is between Diana Prkacin "Owner or Landlord" and **NAME** "Vacationer or Tenant" shown in this communication, to rent the house located at 240 E Lake Sue Avenue, Winter Park, FL 32789 on the dates outlined in this communication. By paying the initial payment, the tenant is agreeing to comply with the terms of this contract.

RESERVATION CONFIRMATION and RENT PAYMENTS: To confirm your reservation for the property we require payment of 25% of the rental amount upon booking. The other 75% is due approximately 30 days prior to the arrival date.

LINENS, BEDDING, IRON, IRONING BOARD, COFFEE MAKER, TOASTER, & COOKING UTENSILS AND UTILITIES: Are all included.

PETS: ONLY Outdoor pets are allowed and a \$100 per visit non-refundable pet fee for each pet will be deducted from your security deposit upon departure.

NO SMOKING: Due to allergies of and the safety of our guests, there is NO SMOKING allowed in the house. **Failure to comply with this NO SMOKING POLICY will result in the loss of the entire security / damage deposit.** Smoking Stations/Sand Buckets are located outside by the pool and by the fire pit for the convenience of cigar and cigarette smokers. However, if these stations are ignored and it is necessary to hire someone to pick up the butts of uncaring and disrespectful guests who throw their cigarette butts around the property; there will be an additional \$150 outdoor cleaning fee deducted from your security deposit.

NO DRUGS ARE ALLOWED: This property is a no drug zone and the presence of drugs on this property will be reason to forfeit 100% of your security deposit and you will be immediately asked to leave the property without a refund.

HOUSE OCCUPANCY: The house contains the following beds – 1 queen beds, 2 twin trundle beds. The vacationer understands that the maximum occupancy of the property per city ordinance is 4 people.

NOISE ORDINANCES: The city noise ordinance states that "any sound shall not be plainly audible for a period of one minute or longer at a distance of twenty-five (25) feet or more when measured from the source property line between the night time hours of 10 pm and 7 am nightly and at a distance of fifty (50) feet or more when measured from the source property line between the day time hours of 7 am and 10 pm daily.

TRASH HANDLING AND CONTAINMENT: The vacationer agrees to use the trash containers provided and bring filled trash containers to the curb no earlier than 6 pm the evening prior to solid waste pick up and bring the containers back to the side of the house before 12 midnight of the day of pick up. The days and times of trash pickup are early Monday and Thursday mornings. The days are also provided in the Vacation Rental Welcome Packet which receives upon arrival at the house.

PARKING SPACES: This property has ample parking: Garage has space for 1 car, and about 3 cars in the driveway. There is no street parking. The city will tow all illegally parked vehicles at the automobile guest's expense. A sketch of the off street parking spaces will be provided in the Welcome Packet.

THE CITY'S NON-EMERGENCY POLICE PHONE NUMBER IS (407) 644-1313.

THE LOCATION OF THE NEAREST HOSPITAL is Winter Park Memorial Hospital: 200 N Lakemont Ave, Winter Park, FL 32792

PROPERTY DAMAGE: While you are renting the house, you are responsible for missing items or damage caused by you, your family, your guests and visitors. There is a \$250 damage deposit that will be returned once the property is inspected and everything is as the way it was at check in.

REFUNDABLE SECURITY DEPOSIT: A TOTALLY REFUNDABLE \$250 Security Deposit covers penalties for a guest's disregard of policies such as the no smoking rules, city parking rules, city noise ordinances, House Rules and for fees such as the pet fee, and the extra indoor or outdoor cleaning fee (if necessary) and credit card processing fees if you choose not to pay by E Check.

NO FIREWORKS and NO FIRE ARMS: Florida State law says that "It is illegal for people without a permit to set off fireworks other than sparklers. Likewise, Fire Arms are not allowed on the premises.

LIABILITY: When accepting this agreement, tenant agrees to assume all liability and hold the landlord, property owners, and their family members harmless from responsibility for any and all injuries to persons or damage to property caused by the vacationer, the group or to any guests while on the premises with vacationer's permission. Vacationer agrees to pay any cost and attorney fees incurred by owner in defending any lawsuit or other action brought in reference to any injuries or damage to vacationers, guests, or family. All vacationers' personal property inside and outside the premises is at vacationers' risk only and owner shall not be liable for any damage to it, nor is owner responsible for insuring security and safeguarding of vacationer's personal property, automobile or valuables.

CHECK OUT AND LEFT BEHIND ITEMS: Since the property needs to be cleaned and sanitized by 3 pm for the next vacationer, the vacationer understands that this rental term expires at 11 am on the last day of your stay. The vacationer agrees to check out, remove all vacationers' possessions and vacate the property at or prior to 11 am unless specific permission by owner is given. Items left behind may be returned to vacationer by freight collect or disposed of at the discretion of the owner. A deduction of \$100 will be taken from the Security Deposit if the property is not vacated before the 11 am check out time thereby not allowing the cleaning team to get in and do their jobs. The cleaning team is not allowed to enter the property until everyone in your party has departed. If the vacationer does not leave the property in the same clean/orderly condition that it was when they checked in and a deeper cleaning is required, an additional \$250 cleaning fee will be deducted from the security deposit. Please clean up after yourselves and leave the house as clean as you found it.

E CHECK – THE PAYMENT OPTION OF PREFERENCE: The Homeaway/VRBO credit card processing fees are very high. If the landlord agrees to a lowered the cost of your nightly rent to save the vacationer money, the vacationer understands that the equally safe "E Check Payment Option" is the payment of preference. The E-check option" of making your payments on the VRBO website is FREE and SECURE and the landlord does not see any of your personal information. However, if you choose to use the credit card payment option, the owner reserves the right to deduct those credit card processing fees from your security deposit at the end of your stay. Mailing a cashier's or personal check is another payment option and it naturally a FREE payment option also.

CANCELLATION FEE: Travelers who cancel at least 60 days before check-in will get back 100% of the amount they've paid. If they cancel between 30 and 60 days before check-in, they'll get back 50%. Otherwise, they won't get a refund.

OTHER INFORMATION:

The following standards shall govern the use of any vacation rental as a permitted use:

1. *Minimum life/safety requirements:*
 - A. *Swimming pool, spa and hot tub safety. A swimming pool, spa or hot tub shall comply with the current standards of the Residential Swimming Pool - Safety Act, Chapter 515, Florida Statutes.*
 - B. *Sleeping rooms. All sleeping rooms shall meet the single- and two-family dwelling minimum requirements of the Florida Building Code.*
 - C. *Smoke and carbon monoxide (CO) detection and notification system. If an interconnected and hard-wired smoke and carbon monoxide (CO) detection and notification system is not in place within the vacation rental unit, then an interconnected. A hard-wired smoke alarm and carbon monoxide (CO) alarm system shall be required to be installed and maintained on a continuing basis consistent with the requirements of Section R314, Smoke Alarms, and Section R315, Carbon Monoxide Alarms, of the Florida Building Code - Residential.*

2. *That all vehicles associated with the Vacation Rental must be parked within the subject property in compliance with the Code of Ordinances of the Winter Park, FL.*

3. *Maximum occupancy. The occupancy of a Vacation Rental shall not exceed:*
 - A. *One (1) person per one hundred fifty (150) gross square feet of permitted, air-conditioned living space.*
 - B. *Two (2) persons per sleeping room meeting the requirements for a sleeping room.*

4. *Solid waste handling and containment. Based on the maximum transient occupancy permitted. City solid waste containers shall be as required in the City's Code. Appropriate screening and storage requirements for solid waste containers shall apply per any development approval and be incorporated into the Certificate. For purposes of this section, a solid waste container shall not be placed at curbside before 6:00 p.m. of the day prior to solid waste pickup and the solid waste container shall be removed from curbside before midnight of the day of pickup.*

5. *Minimum vacation rental/lease agreement wording.*

6. *Minimum vacation rental lessee information. The vacation rental lessee/guest shall be provided with a copy of the information.*
 - A. *A statement advising the Occupant that any sound shall not be plainly audible for a period of one (1) minute or longer at a distance of twenty-five (25) feet or more when measured from the source property line between the hours of 10:00 p.m. and 7:00 a.m. daily and at a distance of fifty (50) feet or more when measured from the source property line between the hours of 7:00 a.m. and 10:00 p.m. daily.*
 - B. *A sketch of the location of the off-street parking spaces*
 - C. *The days and times of trash pickup*
 - D. *The location of the nearest hospital*
 - E. *The City's non-emergency police phone number*

By paying the first payment, the vacationer confirms that he/she has read the above agreement and agrees with all of its terms.

Landlord: _____ **Diana Prkacin** _____ **Cell Phone #:** 321-277-1232 **Date:** _____
Tenant: _____ **Cell Phone #:** _____ **Date:** _____