

Donald B. Rodgers Sr.
 215 Executive Drive, Suite 300
 Cranberry Twp, PA 16066
 Cell: 724-816-6999
 Office: 724-776-2727 x25
 Fax: 724-776-0366

Date: _____

Lessee: _____

Home: _____

Work: _____

57223 Morton St.
 Marathon, FL 33050
 Unit Phone: 305-289-6252

Thank you! Please review the information below for accuracy.				
Salesperson	Reservation Date	Arrival Date	Departure Date	Number of Persons
Donald B. Rodgers				

Payment Schedule	Due Date	Amount Due
Security Deposit/Reservation		\$1,000.00
Rent 50%		
Rent Balance		
Total Payments (including security deposit)		

The receipt of your first payment which includes your Reservation/Security Deposit will secure the reservation until the first rental payment is due. Each rent payment must be made as agreed for the reservation to remain valid. The Reservation/Security Deposit is not part of any rent payment due and will convert to a security deposit upon your arrival date. Please see Reservation/Security Deposit clause for details.

NOTE: 50% of the rent is due **90 days prior to your arrival**. The balance on the reservation is due **30 day prior to your arrival**. Personal or business checks are acceptable. Your rental has been discounted for cash payment. Using a credit card in lieu of cash will signify acceptance to pay a 5.58% non-cash discount fee.

RENTAL RESERVATION: Your rental is **conditionally reserved for 15 days** until your security deposit is received by our office and funds clear the bank. Dishonored checks for deposit or rent shall be subject to a \$25.00 processing fee for redeposit.

CANCELLATION: If you cancel or change the dates of terms of your reservation in writing up to 90 days before arrival, you will receive a full refund, less the booking fee and applicable taxes. If you cancel less than 90 day before arrival, your deposit and any prepaid rent will be refunded **ONLY** if Owner is able to procure another rental for that same period. If no rental is procured, you will lose your deposit and any prepaid rent, not to exceed the amount of your rental.

REFUNDS: There are no refunds for late check in or early check out, bad weather or illness. If federal, state or local authorities call for an evacuation in the event of a tropical storm, a refund will be made from the date the evacuation is ordered, up to when the order has been lifted and guests can return to complete their reservation.

RESERVATION/SECURITY DEPOSIT: Your security deposit of **\$1,000** will be deposited into a non-interest bearing account at Fifth Third Bank in Cranberry Twp, PA and will be held in trust for both parties. If there is

no damage or additional cleaning over normal wear and tear or phone and cable charges, a check will be mailed to you within 30 days of your departure. If damage is found or additional cleaning is required, charges will be taken out of your deposit and the balance returned to you with a list of charges, if any. Please refer to "CARE OF THE UNIT" section for specific information regarding your responsibilities.

SUBSTITUTION: If circumstances cause your confirmed unit to be unavailable (for example, if the unit is sold or damaged), Owner will attempt to find comparable accommodations, subject to your approval. In the event we are unable to find acceptable substitute accommodations, your deposit, prepaid rent and booking fee will be refunded only for that period which you did not occupy a rental. We cannot, however, guarantee the confirmed rate in these circumstances.

VEHICLES AND BOATS: No more than 2 boats shall be allowed at any property. ALL cars, trucks and boat trailers will be parked in designated parking areas, not on the lawn, road, street, right of way, or in adjacent properties.

CARE OF UNIT: You are responsible for maintaining the premises in a neat, sanitary condition. Maid service is not provided unless prior arrangement has been made with us. Please return keys and parking pass (if any) to **Pete** at: **305-481-1038**. Upon departure you are expected to leave the property as you found it: tidy, food removed from refrigerator, garbage placed outside in trash containers, all lights and air conditioning turned off. Please do not rearrange the furniture. We expect to find only the last day's linens and towels to be washed. You will be responsible for any damage or losses to the rental property, or for additional cleaning fees over normal wear and tear. You will also be responsible for lost keys (\$25.00 per unit key, \$50.00 per common entry key, and \$100.00 for elevator key if applicable).

INVENTORY: The rental is equipped with linens, towels, cooking utensils, pots, pans, dishes, appliances, washers/dryers, barbeque grills, small appliances, coffee makers, etc. These items are inventoried by our housekeepers upon your departure. You will be charged for any broken or missing items.

CONDUCT: You and your party agree NOT TO DISTURB neighbors with loud noise or music or unlawful or unsafe behavior. If you allow or participate in such behavior, you will be asked to leave and will forfeit the remainder of your rental fee and deposits. Participation in unlawful activities including environmental destruction, natural resource violations, or public nuisance violations may be cause for eviction.

LONG DISTANCE CALLS: All long distance calls must be charged to your credit card or collect. NO LONG DISTANCE CALLS MAY BE CHARGED TO THE OWNER'S PHONE. If any calls are charged to owner's account, tenant agrees to pay charges promptly and/or be deducted from the Security Deposit.

PETS: No pets are allowed unless specific arrangements are made and non-refundable pet fees have been paid in advance.

DISCLAIMER: Owner is not responsible for damage to boats tied to docks or left on the property as a result of attempted theft, storm damage, improper mooring, etc. We are not responsible for controlling water depths to and from the rental.

INDEMNIFICATION: Owner shall not be liable for any loss, injury, death or damage to persons or property which at any time may be suffered or sustained by lessee or by any person who may at any time be using or occupying or visiting the leased premises or be in, on, or about the premises, whether the loss, injury, death or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of lessee or of any occupant, subtenant, visitor, or user of any portion of the premises, or shall result from or be caused by any other matter or thing. Lessee shall indemnify Owner against all claims, liability, loss or damage whatsoever on account of any such loss, injury, death, or damage. Lessee waives all claims against Owner for damages to the property of lessee in, on, or about the premises, and for injuries to persons or property in or about the premises, from any cause arising anytime.

RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. Pursuant to PP404.056(8), Florida Statutes.

RIGHT OF ENTRY: Donald B. Rodgers, his associates, employees, and subcontractors shall have the right to enter the property at reasonable hours for the purposes of making repairs or inspections.

PERFORMANCE: This agreement imposes an obligation of good faith in its performance and enforcement. If you default in performing any of the obligations herein, Donald B. Rodgers shall be entitled to recover costs and expenses, including court costs and reasonable attorney's fees. This agreement shall be construed to conform to the Chapter 509, Florida Statutes.

UNACCESSABLE AREAS: Certain areas of the unit may be unavailable for guests' uses. These areas may include, but are not limited to, closets, storage areas and garages.

SMOKING: Smoking is _____ is not XX allowed in this property.

OCCUPANCY: Occupancy is limited to the number of beds in the existing rental and is limited by local ordinance. Exceeding the allowed occupancy will result in a breach and default under this Agreement and forfeiture of rents and security deposit.

"Children over 2 years of age shall be recognized as occupants for purposes of calculating number of occupants."

GUEST LIST: The names of ALL guests staying at the property must be listed below.

CHECK IN/CHECK OUT: Check in time is 3:00 PM unless arrangements have been made prior to arrival. Check out time is no later than 10:00 AM. Late check out may subject you to additional rent being due which may be deducted from your security deposit.

ENTIRE AGREEMENT: This is a 3-page Rental Reservation Confirmation and Agreement, which outlines the conditions and financial terms of your rental. This Agreement represents our complete understanding and no other agreements exist unless they are written into this agreement. No verbal agreements shall be binding.

PLEASE READ THIS AGREEMENT CAREFULLY TO SECURE YOUR RESERVATION. PLEASE SIGN AND RETURN 1 COPY OF THIS 3-PAGE RENTAL RESERVATION CONFIRMATION AGREEMENT TOGETHER WITH YOUR CHECK FOR \$1000 PAYABLE TO DONALD B. RODGERS.

THE UNDERSIGNED ACKNOWLEDGES HAVING READ THIS AGREEMENT AND HEREBY AGREES TO ITS TERMS.

Tenant Signature Date Time of Arrival # in Party

The person signing this agreement is the responsible party and must be among the rental party at the property.

YOU MUST HAVE A COPY OF THIS AGREEMENT WITH YOU AND AVAILABLE FOR REFERENCE DURING YOUR STAY IN OUR ACCOMODATIONS.