

## **SHORT TERM RENTAL AGREEMENT**

This Short Term Rental Agreement (the "*Agreement*") is made by and between Ken Whiteside ("*Homeowner*") and the undersigned person(s) or ("*Guest*") as of the date last set forth on the signature page of this Agreement. For good and valuable consideration, the sufficiency of which is acknowledged, the parties hereby agree as follows:

Property: The Property located at 87 Sunfish Street, Destin Florida is provided in "as is" condition. Rental Agent shall use its best efforts to ensure the operation of all amenities in the Property, such as internet access, satellite or cable TV access or hot tubs, fireplaces as applicable. We shall not be liable to Guest in damages, and NO REBATE OR REFUND will be given for such temporary failure, provided we are repairing the system or amenity in a reasonable manner after having received notice from you that repairs are needed.

Amenities Offered: Everything will be done to make sure what was offered in any advertising will be in the property as described. There may be times when the exact amenities are not in the property. Every attempt is made to keep the inventory as advertised. A difference in amenities does not entitle Guest to any refund of rents paid. Amenities may be added or removed at the owners/managers discretion. Example: We may have advertised 4 DVD players; one may be out for service. That does not warrant any refund

Guest acknowledges that use of amenities such as hot tubs, pools, spas, fireplaces, decks, and the like may be potentially dangerous and involve potential risks if improperly used, particularly with regard to children and such use is at the Guest's own risk.

Guest shall use the Property for residential purposes only and in a careful manner to prevent any damage or loss to the Property and keep the Property in clean and sanitary condition at all times. Guest and any additional permitted guests shall refrain from loud noise and shall not disturb, annoy, endanger, or inconvenience neighbors, nor shall Guest use the Property for any immoral, offensive or unlawful purposes, nor violate any law, association rules or ordinance, nor commit waste or nuisance on or about the Property.

Parking shall be limited to no more than 4 vehicles or as many will fit in the driveway without tires being on the street. The Kokomo Kove neighborhood HOA may have your vehicles towed at your expense should you park on the street.

Cleaning: There is no daily maid service. Linens, bath towels, and paper products (towels & bathroom tissue) are included as part of the rental of the house and are exchanged on after your stay. Please bring your own beach towels as house towels are not to be used on the waterfront.

Rental Party: Guest agrees that no more than 14 persons shall be permitted on the Property at any time during the Rental Term, all of whom shall comply with the conditions and restrictions imposed upon Guest under this Agreement. An additional charge of \$50 per person per night for guests in addition to \$200 will be assessed.

Rental Rules: Guest agrees to abide by the **Rental Rules** attached as **Exhibit A** at all times while at the property and shall cause all members of the rental party and anyone else Guest permits on the property to abide by the following rules at all times while at the property.

Default: If Guest should fail to comply with the conditions and obligations of this Agreement, guest shall surrender the Property, remove all Guest's property and belongings and leave the Property in good order and free of damage. No refund of any portion of the Total Rental Fee shall be made and if any legal action is necessary, the prevailing party shall be entitled to reimbursement from the other party for all costs incurred.

Assignment or Sublease: Guest shall not assign or sublease the Property or permit the use of any portion of the Property by other persons who are not family members or guests of the Guest and included within the number of and as permitted occupants under this Agreement.

Access: Guest shall allow Homeowner access to the property for purposes of repair and inspection. Homeowner shall exercise this right of access in a reasonable manner.

Cancellation Policy: If Guest wishes to cancel his/her reservation, the deposit will be refunded as follows:

If the reservation is made Prior to Feb 1<sup>st</sup> of the same year -

100% if cancelled 60 days prior to the Check-in Date

If the reservation is made on or After Feb 1<sup>st</sup> of the same year -

100% if cancelled 30 days prior to the Check-in Date

50% if cancelled 15-30 prior to the Check-in Date

By my signature below, I hereby give permission to charge my credit card for the amounts above. I agree that all rental monies are non-refundable per cancellation policy above.

*Doctor's Orders Rental Agreement*

During the spring break season for the months of March and April, we may select responsible groups of young adults over the age of 21. If you are a group under the normal age requirement of 25 renting from us during spring break, you must agree and adhere to the additional rules in Exhibit B and list each guest there. Doctor's Orders is in a well-kept family oriented neighborhood. We have this policy to discourage our guests from utilizing our house for party activities. Other times of the year, only one adult is required.

Adult Guest 1 over 25 years of age \_\_\_\_\_

Adult Guest 2 over 25 years of age \_\_\_\_\_

Adult Guest 3 over 25 years of age \_\_\_\_\_

The parties agree to the terms of this Short Term Rental Agreement, as evidenced by the signatures set forth below.

Homeowner

Guest:

  
\_\_\_\_\_

\_\_\_\_\_

Name (print) Ken Whiteside \_\_\_\_\_

Name (print): \_\_\_\_\_

Date: December 4, 2018 \_\_\_\_\_

Date: \_\_\_\_\_

Phone # (during stay):

Phone # (during stay):

1-866-331-5557  
\_\_\_\_\_

\_\_\_\_\_

**Exhibit A**

**RENTAL RULES**

1. Smoking is NOT allowed.
2. People other than those in the Guest party set forth above may not stay overnight in the property. Any other person in the property is the sole responsibility of Guest.
3. All of the units are privately owned; the owners are not responsible for any accidents, injuries or illness that occurs while on the premises or its facilities. The Homeowners are not responsible for the loss of personal belongings or valuables of the guest. By accepting this reservation, it is agreed that all guests are expressly assuming the risk of any harm arising from their use of the premises or others whom they invite to use the premise.
4. Keep the property and all furnishings in good order
5. Only use appliances for their intended uses
6. PETS are permitted only with prior approval and the *Pet Addendum* must be completed.
7. Storms:

If there is a storm or hurricane, no refunds will be given unless:

- The state or local authorities order mandatory evacuations in a "Tropical Storm/Hurricane Warning area" and/or
- A "mandatory evacuation order has been given for the Tropical Storm/Hurricane Warning" area of residence of a vacationing guest.
- The day that the authorities order a mandatory evacuation order in a "Tropical Storm/Hurricane Warning," area, we will refund:
  - ✦ Any unused portion of rent from a guest currently registered;
  - ✦ Any unused portion of rent from a guest that is scheduled to arrive, and wants to shorten the stay, to come in after the Hurricane Warning is lifted; and
  - ✦ Any advance rents collected or deposited for a reservation that is scheduled to arrive during the "Hurricane Warning" period.

## **Exhibit B**

### **SPRING BREAK RENTAL RULES**

- 1.** We will need each person to text me a pic of their license. Only these 14 can stay in the home. Please list the guest below and send a text message with each driver's license to match to 678-907-0385.
- 2.** Only 4-5 vehicles will fit in the driveway and there is no parking on the street.

We will be sending a representative by to inspect the house during your stay. If they find more people staying there or signs of a party being held there, they have the right to make you to leave and forfeit what you have paid. This may be any day of your stay between 10am and 6pm. If they see cars lining the street, they are likely to stop. They should not find 10 people in the pool and another 10 in the house. Max capacity is 14. This agreement is for your specific group only! If they find signs of additional people staying such as blow up mattresses, you are in violation of this agreement and can be made to leave. If they came around noon, they should not find people inside, unable get up due to their state (Hung Over).

- 3.** The neighbors are friends, and should they contact us complaining of too many people or too much disturbance, we reserve the right to make you leave and forfeit what you have paid.
- 4.** Should the police have to come to the house for a party or disturbance of any kind, we reserve the right to make you leave and forfeit what you have paid.
- 5.** We have some very nice electronics in the house and are going to require a \$1800.00 performance deposit to hold in case of any damages (\$300 is on your invoice, and \$1500 needed to be sent certified funds. You will need to mail this to us within a month prior to your stay and the funds will stay in our account until we verify no damage has happened to the house. Mail the damage deposit in either Money Order or Cashier's check to Ken Whiteside 4700 Wynnmeade Ln, Lilburn, GA 30047.

We sincerely hope none of these things will happen and feel if you are responsible young adults they will not. Doctor's Orders can be a great vacation spot this year and in the future if you respect these rules.

*Doctor's Orders Rental Agreement*

Total Number of Guests \_\_\_\_\_

Guest 1 over 21 years of age \_\_\_\_\_

Guest 2 over 21 years of age \_\_\_\_\_

Guest 3 over 21 years of age \_\_\_\_\_

Guest 4 over 21 years of age \_\_\_\_\_

Guest 5 \_\_\_\_\_ Age \_\_\_\_\_

Guest 6 \_\_\_\_\_ Age \_\_\_\_\_

Guest 7 \_\_\_\_\_ Age \_\_\_\_\_

Guest 8 \_\_\_\_\_ Age \_\_\_\_\_

Guest 9 \_\_\_\_\_ Age \_\_\_\_\_

Guest 10 \_\_\_\_\_ Age \_\_\_\_\_

Guest 11 \_\_\_\_\_ Age \_\_\_\_\_

Guest 12 \_\_\_\_\_ Age \_\_\_\_\_

Guest 13 \_\_\_\_\_ Age \_\_\_\_\_

Guest 14 \_\_\_\_\_ Age \_\_\_\_\_

**PET ADDENDUM**

It is hereby agreed by and between Ken Whiteside (*Homeowner*) and \_\_\_\_\_ (*Guest*) that homeowner will allow guest to have the following described pet and no others in the vacation home upon and subject to the terms and conditions of the rental agreement and this addendum.

The permission granted herein shall be limited to a certain pet as described below:

Type of Pet: \_\_\_\_\_ Name: \_\_\_\_\_  
Color: \_\_\_\_\_ Weight: \_\_\_\_\_  
Age: \_\_\_\_\_ Sex: \_\_\_\_\_

Guest hereby agrees to comply the following:

1. Guest to pay additional pet fee in the amount of \$100 per visit.
2. All pets must comply with the following specifications (documentation from an accredited veterinarian must be provided by Guest upon request):
  - a. Must be at least 2 year(s) of age or older.
  - b. Must be spayed or neutered.
  - c. Must be up-to-date on rabies vaccinations and all other vaccinations. Heartworm preventive is highly recommended.
  - d. Must be leashed at all times.
3. All pets must be leashed at all times.
4. Guest is responsible for cleaning up any/all pet refuse.
5. Pets are not allowed on furniture at any time. Any evidence of pets on furniture may incur extra cleaning fees.
6. All pets are to be treated with a topical flea and tick repellent three (3) days prior to arrival. Fleas and ticks are very rampant in this area and can cause harmful/fatal illness to humans and pets.
7. Pet must not cause damage to premises or furnishings. If damages are caused, the cost of the damage may be deducted from security deposit.
8. Guest should prevent pets from producing excessive noise at a level that disturbs neighbors.
9. Pet will not be left unattended for an undue length of time, either indoors or out. Pet will not be left unattended on balcony, patio, or porch.
10. Homeowner assumes no responsibility for illness or injury that may incur to pets or humans while on the premises.

The Guest shall be solely responsible for the pet while on the property.

Sign \_\_\_\_\_ Date \_\_\_\_\_