

SEASONAL / SHORT & VACATION TERM RENTAL AGREEMENT

WITH THIS AGREEMENT, dated _____ between: David & Holly Brucker of 6011 Bahia Del Mar Blvd, Apt 155 St. Petersburg, FL 33715, Phone (913)-238-0042 (“OWNER”) as the property owner:

"Primary Guest(s) _____ email: _____

Home Address _____

Home Phone _____ Mobile Phone _____ TOTAL # of Occupants _____

Property Name: Bahia 155 Address: 6011 Bahia Del Mar Blvd Unit: 155 City: St. Petersburg, FL 33715

Check In Date: _____ (After 4:00PM) Check Out Date: _____ (11:00 AM)

Guest agrees to pay the “TOTAL AMOUNT OF RENTAL CONTRACT” AS OUTLINED BELOW.

RENT FOR TERM* (Must be completed):	\$ _____
MINIMUM CLEANING FEE* (\$135.00):	\$ _____
STATE & COUNTY GENERAL USE & SALES TAX (7%):	\$ _____
COUNTY ACCOMODATIONS TAX (6%):	\$ _____
HOMEOWNERS ASSN. (HOA) APPLICATION FEE*:	\$ _____
PROPERTY DAMAGE PROTECTION:	\$ _____
BOOKING FEE / TRAVELER SERVICE FEE:	\$ _____

*taxable item

TOTAL AMOUNT OF RENTAL CONTRACT: \$ _____

EXCESSIVE ELECTRICAL USAGE WILL BE THE RESPONSIBILITY OF THE GUEST

Primary Guest’s Signature **X** _____

PROPERTY DAMAGE PROTECTION FEE \$ _____ DUE AT TIME OF BOOKING*

50% DEPOSIT REQUIRED \$ _____ DUE AT TIME OF BOOKING.

HOA Application Fee is Non-Refundable.

***Balance of total rental contract amount due at least _____ days prior to arrival: \$ _____.**

We **ONLY** accept US Dollars by checks drawn on a **United States** bank, cashier’s checks, and credit cards via the rental website service. (VISA®, MasterCard®). Use of attached credit card authorization form is required for overages.

The booking is not secured until the deposit is received.

Make all checks payable to: David &/or Holly Brucker 15720 S Keeler St, Suite 100 Olathe KS 66062

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ADDITIONAL TERMS AND CONDITIONS PLEASE READ THE FOLLOWING INFORMATION CAREFULLY

TERMINOLOGY: As used herein, the singular shall include the plural and the plural the singular, the masculine shall include the feminine and the feminine shall include the masculine. The terms guest(s), tenant(s) and resident(s) are interchangeable. The term Owner, shall include their representatives, unless referring to specific ownership.

FULL AGREEMENT: This Rental Agreement is to be used in conjunction with any listed rental-website conditions together to contain all agreements, promises and undertakings between Owner and Guest, and there are no other or oral agreements, promises or undertakings of any kind or nature. No oral agreements, promises or undertakings hereafter made shall be binding upon either Owner or Guest unless reduced to writing and signed by both parties, and this Agreement supersedes any and all prior agreements, or rental-website agreements between the parties relating to the Premises.

NO SUBSTITUTION OF ACCOMODATIONS: Should the above Property be unavailable or uninhabitable during the specified time due to unforeseen circumstances, including, but not limited to, Owner's actions, or so called "Acts of God", then your reservation would be canceled with any payments made refunded in full and no more.

CANCELLATIONS: Guests who cancel at least 14 days before check-in will get back 100% of the amount they've paid. If they cancel between 7 and 14 days before check-in, they'll get back 50%. Otherwise, they won't get a refund.

NSF CHECKS/CHARGE-BACKS: There is a \$50.00 handling charge for any checks returned due to insufficient funds or credit card charge-backs. If for any reason it becomes necessary for the Owner to initiate litigation to enforce these terms and conditions, the guest shall be liable for all costs of such suit, including reasonable attorney's fees.

EXCLUSIVE USE OF PROPERTY: Use of premises is strictly limited to private residential vacation activities only. No part of the property may be used for any kind of trade or business purpose by either the Guest, or family members, or their guests. Guest must vacate the property and return it in proper condition and without any property damages to Owner. Guest must use all appliances and other technical installations of Property with proper care and diligence. Improper use of appliances and/or damages to these will be charged to Guest. Guest confirms and understands that Property may not and will not be used for any kind of drug dealing activity, drug use and consumption, money laundering operations, organized crime or any illegal activity whatsoever. Guest is not allowed to store/keep/handle on premises of rented Property any dangerous, combustible or explosive items, or materials with such characteristics, or materials which could unreasonably raise the probability, risk or danger of a fire, or materials that are considered dangerous or highly dangerous by the responsible insurance agencies. Guest is obligated to keep the Property secure. All damages resulting from carelessness or misuse will be charged to Guest. Guest shall maintain the premises in a clean and sanitary condition and not disturb surrounding residents or the peaceful and quiet enjoyment of the premises or surrounding premises. Any damage to the property resulting from the negligent use of the property, improvements thereon, appliances and fixtures shall be charge to Guest.

PETS: In the event that a guest has a pet(s) in a unit where pets are not allowed; this action will cause forfeiture of all payments including security deposit, and guest will be required to vacate the property immediately and guest will be liable for any damages caused by said pet(s). Pets are NOT allowed.

CONDOMINIUM RULES: Your unit is confirmed with the understanding that you will adhere to the rules and regulations set by individual condominium or homeowner associations. The rules and regulations are available for review at: <https://www.bahia155.com/wp-content/uploads/2021/01/Rules-and-Regulations.pdf>

FURNISHINGS: This property is individually owned and decorated. Owners do not provide personal use items such as soaps, paper products, cleaning supplies, etc.

INTERNET SERVICE: Subject property is equipped with internet service. The internet service available is wireless. WiFi information will be made available prior to check-in.

MAINTENANCE/INSPECTION: Guest agrees that the premises have been fully inspected and accepts the condition of the premises in "as-is" condition with no warranties or promises express or implied upon check-in. If there is a concern, it must be declared in writing via email to: Contact@Bahia155.com Guest shall maintain the premises in good, clean, and tenantable condition throughout the tenancy, use all electrical, plumbing, heating, cooling, appliances and other equipment in a reasonable manner, removing all garbage in a clean and sanitary manner. In the event Guest or Guest's guests or invitees cause any damage to the premises, Owner shall repair same and Guest shall pay for the expenses of same on demand as additional rent. In the event a major repair to the premises must be made which will necessitate the Guest's vacating the premises, Owner may, at its option, terminate this agreement and Guest agrees to vacate the premises holding Owner harmless for any damages suffered, if any. Guest shall notify Owner immediately of any maintenance or repair needed, in writing. Guest agrees to immediately test any smoke detector and maintain same. In the event of equipment malfunction within the unit, Owner will expedite repairs as quickly as possible. From time to time, it may be necessary to close swimming pools and other amenities for maintenance purposes. These activities are out of the control of the Owner. No rent adjustment can be made for circumstances beyond our control or malfunction or loss of use of equipment or amenities. For emergencies and repairs please call 913-238-0042 and follow-up with an email to: Contact@Bahia155.com

PEST CONTROL: Units are treated for pests by contracted pest control companies. Owner will use its best efforts to address pest control concerns, but is not responsible for rebates due to the presence of pests, infestations, or in the event of untimely service by pest control companies.

SMOKING: Due to potential allergic reactions of future Guests, smoking is prohibited. If you must smoke, you must do so outdoors, if allowed and properly dispose of smoking waste. Violators of no smoking rules for units will forfeit their Security Deposit, plus be assessed for additional cleaning expenses to return the unit to non-allergic status. Ashes and burns found inside a unit will be considered as a violation of the no-smoking policy and may require additional costs for repair.

EMERGENCY RIGHT OF ENTRY: Owner or their representatives have immediate right of entry in cases of emergency, or to protect or preserve the premises. Guest shall not alter or add locks. Broker may place "FOR RENT" or "FOR SALE" signs on the premises at any time. Any authorized employee, licensed sales agent, or repairman may enter the premises during customary business hours for any purpose related to the repair, care, improvement, and management of the premises.

UNITS FOR SALE: In the event the Property, which you are renting, is listed for sale, the need to show the Property may arise during your stay. We will make every attempt to schedule any showing at a convenient time so as not to disturb your vacation.

LOST ITEMS/LIABILITY/RISK OF LOSS: Owner or their representatives are not responsible at any time for any items left in any unit. If they are found by inspectors and/or cleaning staff, returns will be held or returned to you at cost, plus a handling fee not to exceed \$25.00. Guest acknowledges there may or may not be exterior cameras present for security purposes only. Notwithstanding such, Guest acknowledges and agrees Owner is not liable in the event of any camera malfunction. Guest is aware and understands that Owner is not responsible or liable for any of Guest's personal property present on premises of Property. All Guests' personal property shall be at the risk of the Guest. Owner or representative shall not be liable for any damage to said personal property of the Guest arising from criminal acts, fire, storm, flood, rain or wind damage, acts of negligence or any person whosoever, or from the bursting or leaking of water pipes.

CONDEMNATION AND ACTS OF GOD: If for any reason the premises are condemned by any governmental authority, or destroyed through fire, act of God, nature or accident, this rental agreement shall cease and shall terminate as of the date of such condemnation or destruction and Guest hereby waives all claims against Owner for any damages suffered by such condemnation or destruction.

INDEMNIFICATION: Guest agrees to reimburse Owner upon demand in the amount of the loss, property damage, or cost of repairs or service (including plumbing trouble) caused by negligence or improper use by Guest or by the family, guests, or housekeeping hires of Guest. Guest at all times, will indemnify and hold harmless the Property owner from all losses, damages, liabilities and expenses which can be claimed against the Property owner, or representative, for any injuries or damages to the person or property of any persons, caused by the acts, omissions, neglect or fault of Guest, or the agents, family or guests of Guest, or arising from the failure of Guest or the agents, family or guests of Guest to comply with any applicable laws, statutes, ordinances or regulations.

MAIL: Guests may have mail forwarded by the USPS to their rental address at their discretion.

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PARKING RESTRICTIONS: Parking areas at individual sites are only for automobiles or motorcycles. Motor homes, boat trailers, etc. are not permitted.

BABY CRIBS: Guest acknowledges that baby cribs are not provided in the Property.

MAXIMUM OCCUPANCY: The unit can be occupied by no more than the maximum number of persons indicated on this agreement. That number is 6 persons. Occupancy is defined as any overnight stay. In the event occupancy is exceeded, it is grounds for immediate cancellation of stay without refund.

ACT OF NATURE: Owner cannot be held liable for any acts of nature or occurrences beyond our control. No rate adjustment will be made.

HURRICANE POLICY: If you are traveling between May and December, please note that this is hurricane season. Owner is not required to rebate rent in the event of a voluntary or mandatory evacuation.

SUBLET: The condominium or home or any part thereof may not be sublet or this agreement assigned.

MAID SERVICE/SPECIAL REQUESTS: While linens and bath towels are included in each unit, daily maid service is not. If you desire housekeeping services, please contact the Owner to determine and resolve your individual needs. The linens in the unit have been inventoried prior to your arrival, any replacements will be done at the expense of the Guest.

RADON GAS: Radon Gas 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. Broker makes no representations about the existence of radon gas on the subject.

ATTORNEY'S FEES: In the event any dispute arises under this Rental Agreement between Agent, Owner and Guest, the prevailing party in such litigation shall be entitled to collect reasonable costs and attorney's fees, at trial and on appeal. Venue shall be Pinellas County, Florida and this Rental Agreement shall be governed by the laws of the State of Florida.

SEVERABILITY: In case that any part of this agreement should be declared void or invalid, this will not have any effect on other parts of this agreement, which can be in effect without the invalid terms; and therefore, the terms of this agreement shall be deemed separable.

WAIVERS: The rights of the Owner and their representatives under this rental agreement shall be cumulative, and any failure on the part of the Owner or representatives, to exercise promptly any rights given hereunder or any waiver by Owner or representatives shall not operate to forfeit or waive any other rights allowed by this Rental Agreement or by law.

CHECK-IN & CODES: An entry code will be sent electronically and valid for the duration set forth per the terms of this agreement.

VACATING: At the expiration of this agreement or any extension, Guest shall peaceably surrender the premises and turn in all property owned by Owner or representatives leaving the premises in good, clean condition, excluding ordinary wear and tear. The Guest's obligation to observe and perform the Rental Agreement covenants shall survive the expiration or any other termination of the term of this Rental Agreement.

SECURITY DEPOSIT: Guests are required to purchase Third-Party Non-Refundable Damage Insurance at a rate of \$89 per stay for up to \$3,000 damage coverage. Damages exceeding the \$3,000 amount will be charged to you and ran Due Upon Receipt with the Payment Method on file or other means.

DEFAULT: In the event of non-payment of any required rental payment as provided for in this Rental Agreement, or in the event of any breach of any of the conditions, stipulations, promises or covenants as set forth in the Rental Agreement, the Guest's right of possession of the leased Property shall forthwith terminate with or without notice or demand and the retention or possession thereafter by the Guest shall constitute an unlawful detainer of the leased Property. In such event, the Guest shall become a Guest at sufferance, thereby waiving all rights of notice to vacate said Property and the Agent / Owner shall be entitled to re-enter and re-take possession immediately of the rental property with or without legal proceedings.

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JOINT AND SEVERAL: If more than one individual, firm or corporation shall join as Guest, the covenants of Guest shall be the joint and several obligations of each party signing as Guest, and when the parties signing as Guest are partners, the covenants shall be the obligation of the firm and of the individual members thereof.

SEASONAL RENTAL: Guest represents and warrants to the Owner, and the Owner acknowledges and agrees, that it is their intention that Guest's occupancy will be seasonal and temporary. The parties agree that this Rental Agreement shall not be governed by part 2 of chapter 83 of the Florida Statutes.

BINDING AGREEMENT: Guest acknowledges there is no rescission period once this Rental Agreement is signed.

CHECK-IN IS AFTER 4:00 PM CHECK-OUT IS 11:00 AM

NOTE: It is the intention of the parties that the laws of the State of Florida (without reference to the conflict of laws provisions contained therein) shall govern the validity of this Rental Agreement, the construction of its terms and the interpretation of the rights and duties of the parties. ALL INFORMATION HEREIN IS SUBJECT TO CHANGE WITHOUT NOTICE. The venue shall be Pinellas County, FL. Only the English version of this agreement is legally binding, a supplied translation of this agreement, if applicable is only for information purposes.

RENTAL PERIOD: This Rental Agreement is for a period of _____ days, beginning the _____ day of _____, _____ and ending the _____ day of _____, _____.

Number of Guests: Property will not be occupied by more than _____ persons (all guests and persons that will overnight), which are the following:

- 1. Name: _____ Date of Birth: _____
- 2. Name: _____ Date of Birth: _____
- 3. Name: _____ Date of Birth: _____
- 4. Name: _____ Date of Birth: _____
- 5. Name: _____ Date of Birth: _____
- 6. Name: _____ Date of Birth: _____

I have read, understand and accept the conditions and policies set forth in this Rental Agreement and also, VISTA VERDE EAST Rules and Regulations.

Downloadable at: <https://www.bahia155.com/wp-content/uploads/2021/01/Rules-and-Regulations.pdf>

Acceptance by electronic signature and email shall constitute valid binding acceptance of this Rental Agreement.

Accepted by:

Guest Signature _____ Date _____

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Property Address: 6011 Bahia Del Mar Blvd, Apt 155 St Petersburg FL, 33715

Information: The undersigned authorizes Owner to charge to the following credit card, should there be damages beyond \$1,500:

Type of Card: ___ Master Card ___ Visa Card

Credit Card #: _____ - _____ - _____ - _____

Expiration Date: ____/____/____ V Code (3 digit pin # on back of card) ____

Name exactly as it appears on the Credit Card:

Billing Address:

Authorization

Phone Authorization: Date: ____/____/____-Time: ____:____ By: _____

I/We acknowledge and agree to the above and authorize to the above charge to my/our Credit Card.

Card Holder

Date

Card Holder

Date