

## VACATION LEASE AGREEMENT

See our web site for information on this property: <http://alpineram.com/forms-and-information/> before signing this lease. It will include move-in and move-out instructions, additional charges for excessive electric usage or not cleaning the grill and general information about the property. We want you to have a wonderful time without any surprises. If you have any questions, contact Todd at [todd.alpinerealty@hotmail.com](mailto:todd.alpinerealty@hotmail.com) or 720-308-7634.

This Agreement, dated this **30th** day of **November, 2015**, is made between Todd Matthies, hereinafter known as "Landlord", and **Cape Coral Guest**, hereinafter known as "Tenant". Tenant agrees that the following described property is to be used and occupied by Tenant and individuals listed on the application only, consisting of 2 individuals, as a private dwelling and for no other purpose. Landlord does lease unto the Tenant the property described as: 3420 SW 3rd Terrace, Cape Coral, FL 33991. The term of this agreement shall commence on 3 PM of the **1st** day of **December, 2015** and end at 11:00 AM on the **30th** day of **April, 2016**, at a rental amount for the full term of \$\_\_\_\_\_ and a security deposit of **\$750.00**.

The Landlord agrees to pay the following: All necessary utility services, including water, electricity, basic cable TV, pool services, lawn services and initial cleaning of the premises.

THE PARTIES FURTHER AGREE AS FOLLOWS:

**1. Property.** The Tenant accepts the property in its present condition and agrees to keep it clean and in good state of repair. Tenant agrees to pay for replacement of property damaged or broken during the lease, pay the cost of repairing any damage to the property caused by the use or negligence of the Tenant or Tenant's guests, and at the termination of this lease to promptly surrender the property to Landlord in as good condition as said property was at the execution of this Lease, ordinary wear and tear and loss or damage by fire or acts of God excepted. Landlord acknowledges that there is a difference between damage and normal wear and tear and that the Tenant shall not be charged for normal wear and tear caused by normal every day usage. This lease shall terminate in the event that the premises is damaged or destroyed, other than by negligence of the Tenant, or upon taking of the property under legal authority or eminent domain.

**2. Occupants.** The Property will only be occupied by Tenant's family as listed on the application and periodic guests. The maximum number of occupants is limited to six (6) persons. An additional charge of \$20.00 per person per night for guests in addition to six will be assessed.

**3. Sublease.** No part of the property will be sublet to others nor shall this lease be assigned or transferred in any way without the written consent of the Landlord.

**4. Smoking. SMOKING IS NOT PERMITTED ANYWHERE INSIDE THE PREMISES.**

**5. Enter Property.** Landlord, his agents and employees shall have the right to enter the property at all reasonable times and upon reasonable notice for the repair, improvement, care and management of the property.

**6. Use.** Tenant shall use the premises as a temporary vacation rental. Tenant shall not engage in any business, or hazardous activity, which may increase fire hazard or cause any damage to the premises. Tenant shall comply with all sanitary laws, ordinances, rules and orders of appropriate government authorities affecting the cleanliness, occupancy, and preservation of the premises during the term of the lease. Tenant shall be held solely responsible for any damages to the community or grounds that may arise from the negligence or intentional conduct by the Tenant or the Tenants guests during the term of the lease. The Tenant agrees to save the Landlord harmless from, and indemnify Landlord for any loss, damage or claims from their use of the community or the facilities including but not limited to the swimming pool and dock.

**7. Maintenance.** Tenant shall maintain the property in a neat and clean condition and shall undertake regular housekeeping at tenant's expense where so required.

**8. Cleaning.** Property will be inspected and cleaned prior to your arrival, and after your departure. Your cleaning fee provides up to three hours of normal cleaning after you depart, so that you may enjoy your vacation up to the last moment. YOU ARE REQUIRED to leave the property in the same general condition as when you arrived, by making sure dishes are washed and put away, towels and linens are washed and dried, and the home is generally "picked up",

dusted and cleaned. If additional cleaning is required, appropriate charges will be deducted from your security deposit at the rate of \$50/hr. If the barbeque grill is not cleaned, a charge of \$40 will be applicable.

**9. Landlord Areas.** Locked areas and the Landlord's clothing are exempt from this lease and are off limits to the Tenant. Entry into these areas is cause for immediate eviction and Tenant will be responsible for any damages or missing items.

**10. Pets.** No pets allowed without approval or a charge of \$500 per pet will be assessed.

**11. Water and Septic.** This house is on a well and septic system. The mineral content in the water is high. At times, the well water may have an odor. Landlord is not responsible for water quality. The water has been tested and is determined to be safe; it is recommended that the Tenant use bottled drinking water if the taste is not to their liking. The septic system is very effective; however, it will clog up if improper material is flushed. Do not flush anything other than toilet paper. No feminine products should be flushed at any time. If it is found that any feminine products have been flushed and clog the system, you could be charged damages of up to three hundred dollars (\$300). Do not dispose of any harsh chemicals, detergents, bleach, grease or fats down the sink, drain or toilet.

**12. Insurance.** Tenant's personal property kept upon the property, or in any storage rooms or other areas, shall be kept there at the sole risk of the Tenant and the Landlord shall in no event be liable for any loss, destruction, theft of, or damage to, such property arising from any acts of negligence of any other person or leaking of the roof or from bursting, leaking or overflowing of water, sewer, or steam pipes, or from heating or plumbing fixtures, or from the handling of electric wires or fixtures or from any cause whatsoever. The Tenant shall be responsible for procuring its own insurance to cover against the possibility of such loss. Neither shall the Landlord be liable for any injury to Tenant or other persons in or about the premises. The Tenant expressly agrees to save the Landlord harmless in all such causes. Landlord is not responsible for items left behind but will make every effort to locate items and if found, return them.

**13. Cancellation.** There are no refunds for cancellation of your scheduled stay. If you are forced to cancel your reservation, you will forfeit your rental fee. Every effort will be made to re-rent the property. If the property is re-rented to someone else, at the same rate, for the same time period, we will refund your rental fee, less \$150 for administrative fees. Your security deposit is fully refundable. In the event the Landlord must cancel the booking due to property becoming damaged and unfit for habitation, the Landlord must give the Tenant a full refund of any monies paid for occupancy beyond the date of casualty. There are no refunds for inclement weather conditions during your stay. We highly recommend all guests purchase travel insurance. One place that offers such insurance is [www.InsureMyTrip.com](http://www.InsureMyTrip.com) which is recommended by VRBO.

**14. Inspection and Injuries.** Tenant agrees to inspect the property upon arrival and report any problems in writing that may result in injury to him or his family or guests. Broken or missing items should also be reported to Owner. Tenant will indemnify Landlord for any injuries, accident or otherwise, that may be incurred or suffered upon the premises by tenant and guests or anyone associated with tenant for any cause whatsoever during the term of this agreement. Tenant is responsible for any damages to the property resulting from accident or negligence of Tenant or Tenant's guests during the term of this lease.

**15. Negligence.** Tenant agrees to save the Landlord harmless from, and indemnify Landlord for any, loss, damage, or claim by third parties arising from any negligence or intentional conduct by the Tenant or Tenant's guests.

**16. Repairs.** Landlord shall be responsible for maintaining and repairing the structural components of the residence including the roof and for providing all necessary functioning electrical, plumbing, HVAC systems, water, basic cable TV, and pool services. Only excessive use of electricity or water will be charged to the tenant. Landlord shall not, however, be required to begin the making of any maintenance or repairs unless and until the Tenant has given notice to the Landlord in writing, the nature of repairs needed.

**17. Security Deposit.** The Security Deposit of \$750.00 shall be held as security for tenant's performance of all lease obligations. Provided the Tenant complies with all terms of this lease, the security deposit shall be returned to the Tenant in a timely manner after final inspection of the premises and confirmation that all fees and charges encumbered by the Tenant and the Tenants guest for the use of the facilities have been paid in full.

**18. Liability Waiver.** The Tenant will assume all responsibility for Tenant and Tenant's guests for the risk of using the property, including but not limited to the dock and swimming pool, and agrees to waive any claim whatsoever against Landlord for accidents or claims arising from use of the property. Tenant acknowledges that there is no fence or barrier around the pool or deck and that extreme caution must be used when around these areas especially if children are present. It is the Tenant's responsibility to supervise and protect any children at the property.

**19. Breach.** Tenant agrees to reimburse Landlord for all costs and expenses, including reasonable attorney fees, incurred as a result of any breach of this lease by tenant or tenant's guests.

**20. Alterations.** Tenant shall not make alterations or improvements to the property without the written consent of Landlord.

**21. 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 testing may be obtained from your county public health unit. We have no knowledge of any radon gas at the property.

**22. Abandonment.** In the event that the Tenant abandons the premises or in the event that Tenant fails to take possession of the premises, the Landlord shall have the option to re-lease the premises. Landlord is not required to refund any rents to Tenant.

**23. Exceptions.** Any exceptions to the above mentioned policies must be approved in writing in advance.

**24. Landlord and Tenant.** Whenever the words "Landlord" and "Tenant" are used in this lease, as the context requires they shall be deemed to refer equally to persons of both sexes, companies and corporations, singular to include plural and plural to include singular. If any provision of this lease should be found to be unenforceable, the remaining clauses shall still be of full force and effect.

**THE LANDLORD AND TENANT SHOULD SEEK LEGAL ADVICE FROM AN ATTORNEY REGARDING THEIR RIGHTS UNDER THIS LEASE, THE INTERPRETATION OF ANY PROVISIONS IN THIS LEASE, ANY MATTER REQUIRING LEGAL ADVICE, INCLUDING THE STATUTORY RIGHTS OR OBLIGATIONS OF THE LANDLORD OR TENANT.**

REMEMBER THAT YOU ARE RENTING A PRIVATE HOME, PLEASE TREAT IT WITH THE SAME RESPECT YOU WOULD LIKE SHOWN TO YOUR OWN HOME. Please, conserve electricity during your visit. Do not leave the doors open with the air conditioner running. Thanks in advance for your conservation efforts.

ADDITIONAL PROVISIONS: This is a sample lease.

Security Deposit:	\$ <u><b>750.00</b></u>
Cleaning Fee:	\$ <u><b>150.00</b></u>
Rent from: _____ to: _____	\$ _____
Tax:	\$ _____
Other: _____	\$ _____
TOTAL DUE:	\$ _____
AMOUNT PAID:	\$ _____
BALANCE DUE:	\$ _____

By: \_\_\_\_\_  
Owner or Manager/Date

By: \_\_\_\_\_  
Tenant Sign/Date

Tenant Print