

## LEASE AGREEMENT

1. PREMISES: THE SUBJECT PROPERTY IS LOCATED AT 4031 SOUTH ATLANTIC AVE WILBUR-BY-THE-SEA, FLORIDA 32127. ROBERT W. SCULLY (OWNER) HEREBY LEASES SUBJECT PREMISES TO \_\_\_\_\_ (TENANT) UNDERSIGNED AND LISTED IN ATTACHED EXHIBIT FOR THE SPECIFIED DATES.

2. TERMS: THIS AGREEMENT IS MADE ON THIS DAY \_\_\_\_\_, 2008 (KNOWN AS THE BOOKING CONFIRMATION DATE) FOR THE FOLLOWING NUMBER OF DAYS AND DATES AND RENTAL AMOUNT AS LISTED BELOW:

NO OF DAYS: \_\_\_\_\_ START DATE: \_\_\_\_\_  
END DATE: \_\_\_\_\_

RENTAL AMOUNT: \$ \_\_\_\_\_

3. PAYMENT DUE DATES: 50% PAYMENT IS DUE BY CHECK WITHIN 10 DAYS OF THE BOOKING CONFIRMATION DATE. FINAL PAYMENT IS DUE BY CHECK AT LEAST 90 DAYS PRIOR TO START DATE AS LISTED ABOVE.

4. SECURITY DEPOSIT FOR DAMAGE: A PAYMENT OF \$1,500 IS REQUIRED AS A SECURITY DEPOSIT FOR THE RENTAL OF THE PROPERTY AND IS DUE AT THE TIME OF FINAL PAYMENT. THE OWNER SHALL BE ENTITLED TO APPLY ANY MONETARY LOSS OR DAMAGES SUSTAINED AGAINST THE SECURITY DEPOSIT. UNAUTHORIZED PHONE CHARGES MAY ALSO BE OFFSET AGAINST THE DEPOSIT.

5. QUIET ENJOYMENT. OWNER COVENANTS THAT UPON PAYING STATED RENT AND PERFORMING COVENANTS HEREIN CONTAINED, TENANT SHALL PEACEFULLY AND QUIETLY HAVE, HOLD AND ENJOY THE PREMISES FOR THE AGREED TERM.

6. TENANT AGREES TO ABIDE BY ALL APPLICABLE ORDINANCES, STATURE OR ADMINISTRATIVE RULE APPLICABLE TO THE PROPERTY. TENANT SHALL BE RESPONSIBLE FOR ACTS AND OR FAILURE TO ACT BY TENANT, FAMILY MEMBERS AND GUESTS.

7. CONDITION AND MAINTENANCE OF PREMISES. TENANT AGREES TO MAINTAIN THE PREMISES IN ITS PRESENT CONDITION SUBJECT TO ANY REASONABLE WEAR AND TEAR. TRASH BAGS SHALL BE PLACED IN EXTERIOR TRASH CONTAINER PRIOR TO CHECKOUT (TO KEEP DOWN ODERS). TENANT SHALL NOT MAKE ANY ALTERATION OR ADDITION TO THE PREMISES WITHOUT PRIOR WRITTEN PERMISSION FROM OWNER. ADDITIONAL CHARGES DUE TO TENANT'S EXCESSIVE WEAR AND TEAR WILL BE WITHHELD FROM THE SECURITY DEPOSIT.

8. KEYS: UPON CHECK-IN AT THE PROPERTY, KEYS WILL BE PROVIDED, AND MUST BE RETURNED UPON CHECK OUT OR A \$100 RE-KEYING FEE WILL BE DEDUCTED FROM THE DEPOSIT. IF THE TENANT LOCKS THE KEYS IN THE PROPERTY, A \$25 CHARGE WILL BE MADE FOR THE OWNERS REPRESENTATIVE TO COME AND OPEN THE

PREMISES DURING NORMAL OFFICE HOURS. AFTER HOURS CHARGES WILL BE AT LOCK SMITH NORMAL CHARGES.

9. ASSIGNMENT AND SUBLETTING: TENANT MAY NOT ASSIGN OR SUBLET ANY PORTION OF THIS LEASE OR ANY PART OF THE PREMISES. TENANT MUST COMPLETE ATTACHED ADDENDUM LISTING NAMES AND AGES OF ALL PERSONS OCCUPYING SAID PREMISES.

10. SURRENDER OR ABANDONMENT: TENANT AGREES TO SURRENDER THE PREMISES UPON THE EXPIRATION OF THIS AGREEMENT. IN THE EVENT TENANT HOLDS OVER (EITHER IN PERSON OR IN FAILURE TO REMOVE ALL PERSONAL PROPERTY), AFTER THE END OF TERMS HEREOF TENANT SHALL BE RESPONSIBLE FOR PAYMENT OF DOUBLE THE APPLICABLE RENT, COMPUTED ON A DAILY BASIS FOR EACH DAY OF HOLDING OVER.

11. REMEDIES UPON DEFAULT: OWNER SHALL HAVE ALL REMEDIES NOW AND HEREAFTER AVAILABLE UNDER FLORIDA LAW IN THE EVENT OF ANY DEFAULT BY THE TENANT.

12. TIME IS OF THE ESSENCE UNDER THIS AGREEMENT.

13. BINDING EFFECT: THIS AGREEMENT SHALL BE BINDING UPON THE SUCCESSORS, HEIRS, AND ASSIGNS OF THE OWNER AND TENANT.

14. ATTORNEY FEES AND COST. IN THE EVENT OF ANY LITIGATION ARISING UNDER THE TERMS OF THIS AGREEMENT, THE PREVAILING PARTY SHALL BE ENTITLED TO AN AWARD OF ATTORNEY FEES AND COSTS.

15. OTHER: THE OWNER AND HIS REPRESENTATIVES RETAIN THE RIGHT TO ENTER THE PREMISES, WITH REASONABLE NOTICE, FOR THE PURPOSE OF INSPECTION, OR REPAIR: OR WITHOUT NOTICE IN THE CASE OF AN EMERGENCY. NO PETS WILL BE ALLOWED ON OR AROUND THE PREMISES. NO SMOKING IS PERMITTED IN THE RESIDENCES, BUT WILL BE PERMITTED OUTSIDE. IN THE EVENT THAT THE OWNER SHOULD SELL OR WITHDRAW THE USE OF THE PROPERTY FOR RENTAL, EVERY EFFORT WILL BE MADE TO REBOOK TENANT INTO ANOTHER PROPERTY AS DEEMED COMPARABLE PER OWNER. IF NO OTHER PROPERTY IS AVAILABLE ALL MONIES PAID WILL BE REFUNDED, AND THE OWNER SHALL HAVE NO FURTHER OBLIGATION IN THE MATTER.

16. CANCELLATION: IN THE EVENT THAT THE TENANT CANCELS THE RESERVATION 30 DAYS OR LONGER PRIOR TO ARRIVAL DATE, THEN ONE HALF OF THE DEPOSIT SHALL BE FORFEITED. IF THE CANCELLATION IS MADE BETWEEN 15-30 DAYS OF ARRIVAL, THE ENTIRE DEPOSIT IS FORFEITED. LESS THAN 15 DAYS PRIOR TO ARRIVAL THE ENTIRE RENT IS FORFEITED.

17. LIABILITY: THE OWNER OF THE ABOVE PROPERTY WILL NOT BE LIABLE FOR ANY OF TENANT'S PERSONAL PROPERTY THAT MAY BE DAMAGED RESULTING FROM

RENTAL OF SAID PROPERTY, INJURIES OR DEATH RESULTING FROM THE USE OF SAID PROPERTY BY THE TENANT OR TENANT'S PARTIES OR GUESTS. TENANT HOLDS OWNER HARMLESS FOR ANY AND ALL DAMAGES AND/OR INJURIES RESULTING FROM SAID USE OF PROPERTY.

18. AGE LIMITATIONS. OWNER WILL NOT RENT TO ANYONE UNDER THE AGE OF 25 UNLESS ACCOMPANIED BY A PARENT OR LEGAL GUARDIAN.

19. TENANT IS WELL INFORMED THAT SUBJECT PROPERTY HAS STAIRS, A SWIMMING POOL AND HOT TUB, AND WILL TAKE ALL NECESSARY STEPS TO AVOID INJURIES TO CHILDREN, SENIORS, OR ANYONE NEEDING SPECIAL CARE OR ASSISTANCE.

20. TENANT WILL ENSURE THAT IN UTILIZING SUBJECT PROPERTY THAT EXCESS NOISE WILL BE AVOIDED, AND WILL ABIDE BY QUIET ENJOYMENT OF SUBJECT PROPERTY.

21. THERE IS A TURTLE LIGHTING ABATEMENT LAW WHICH PROHIBITS OUTSIDE LIGHTS BEING TURNED ON IN THE BACK YARDS OF BEACHFRONT PROPERTIES. THIS RULE IS DESIGNED TO PROTECT THE ENDANGERED TURTLES AND IS FURTHER ENFORCED BY A FINE OF \$1500 OR MORE, THAT, IF ASSESSED, WILL BE DEDUCTED FROM THE SECURITY DEPOSIT.

I HAVE READ AND AGREE TO ABIDE BY THIS AGREEMENT:

_____ TENANT'S NAME (PRINT)	_____ TENANT'S SIGNATURE	_____ DATE
_____ AGENT	_____ AGENT SIGNATURE	_____ DATE

ADDENDUM'S

1. LIST OF OCCUPANTS
2. SWIMMING POOL ADDENDUM



**SWIMMING POOL ADDENDUM**

THIS ADDENDUM IS A PART OF THE LEASE AGREEMENT FOR THE PROPERTY AT: 4031 SOUTH ATLANTIC AVE, WILBUR-BY-THE-SEA, FLORIDA 32127 BETWEEN OWNER, AND \_\_\_\_\_(TENANT), FOR THE PERIOD BEGINNING \_\_\_\_\_ AND ENDING \_\_\_\_\_.

USE OF THE SWIMMING POOL AND HOT TUB, ARE AT THE TENANT’S/GUESTS’ OWN RISK. PROPERTY OWNER SHALL NOT BE RESPONSIBLE FOR INJURIES INCURRED WHILE USING THE POOL AND OR HOT TUB, BY TENANT OR TENANT’S GUESTS. POOLS THAT ARE EQUIPPED WITH HEATERS ARE NOT GUARANTEED TO SUSTAIN ANY CONSTANT TEMPERATURE DUE TO UNCONTROLLABLE CIRCUMSTANCES OF NATURE INCLUDING BUT NOT LIMITED TO: WIND, RAIN, LOW AIR TEMPERATURES, STORMS, SAND, FUNGUS OR ALGAE CAUSED BY EXTREME TEMPERATURES, EXCESSIVE USE OR CONTAMINATION OF THE WATER BY GUESTS, NOR ARE RESPONSIBLE FOR COMPENSATION OF LOST USE. ANY DAMAGE TO THE POOL/HOT TUB CAUSED BY TENANT OR TENANT’S GUESTS, INCLUDING BUT NOT LIMITED TO: BROKEN GLASS OR OTHER ITEMS INTRODUCED INTO THE POOL, CONTAMINATION OF THE WATER, DAMAGE TO THE AUTOMATIC CLEANERS OR EQUIPMENT, OR EXCESSIVE LOSS OF WATER WILL RESULT IN CHARGES TO THE TENANT FOR CORRECTION OF THE PROBLEM.

I HAVE READ AND AGREE TO ABIDE BY THIS AGREEMENT:

\_\_\_\_\_  
TENANT’S NAME (PRINT)

\_\_\_\_\_  
TENANT’S SIGNATURE      DATE

\_\_\_\_\_  
OWNER/AGENT

\_\_\_\_\_  
OWNER/AGENT SIGNATURE DATE

## RENTAL INSTRUCTION AND AGREEMENT

**PROPERTY ADDRESS: CASTLE ON THE BEACH 4031 S. ATLANTIC AVE.  
WILBUR-BY-THE-SEA**

**PHONE FOR LOCAL, INBOUND, AND CREDIT CARDS: 386-760-4582**

**1. NO PETS OF ANY KIND OR TYPE STAYING OR VISITING. ANY PETS WILL RESULT IN IMMEDIATE EVICTION AND FORFEITURE OF ANY RESIDUAL RENTAL AND ALL DEPOSITS. NO EXCEPTIONS.**

**2. CHECK IN TIME IS 3:00 PM AND CHECK OUT TIME IS 10:00 AM. THERE ARE NO EXCEPTIONS TO ANY TIME EARLIER TO CHECK IN OR LATER FOR CHECK OUT. WE PRIDE OURSELVES IN THE CLEANLINESS OF OUR PROPERTY AND A CERTAIN AMOUNT OF TIME IS NEEDED TO PROPERLY CLEAN THE UNITS. PLEASE CHECK OUT ON TIME SO THE NEXT GUEST WILL HAVE THE SAME CONSIDERATION EXTENDED TO YOU IN TERMS OF CLEANLINESS OF THE PROPERTY. THANK YOU FOR YOUR UNDERSTANDING AND CONSIDERATION FOR THE NEXT GUEST.**

**3. WE BELIEVE THAT THE FURNITURE IS WELL SUITED FOR THE ROOM AND THE COMFORT OF OUR GUESTS. THEREFORE, WE REQUEST THAT NO FURNITURE BE MOVED INSIDE THE HOME. ANY FURNITURE THAT IS MOVED WILL RESULT IN A DEDUCTION FROM THE DEPOSIT.**

**4. RECYCLING IS QUITE IMPORTANT TO THE ENVIRONMENT AND TO THE LOCAL COLLECTION AGENCIES. PLEASE BE SURE YOU SEPARATE YOUR GARBAGE FROM THE RECYCLABLES TO AVOID A DEPOSIT DEDUCTION.**

**5. WE PROVIDE A NICE GRILL FOR YOUR CONVENIENCE, SO PLEASE AVOID A CLEANING CHARGE BY CLEANING THE GRILL AFTER EACH USE AND IN PARTICULAR AT THE END OF YOUR STAY.**

**6. THE POOL IS HEATED SEASONALLY. IF THE AIR TEMPERATURE IS COOL. THEN THERE SHOULD BE NO EXPECTATION OF A WARM POOL OR HOT TUB. PLEASE CHECK THE SEASON.**

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**TENANTS**

**HAVE A GREAT STAY AND THANKS FOR COMING**