

VACATION RENTAL AGREEMENT FOR "Hidden Harmony Beach House"
4511 Hidden Lane
NORTH CAPTIVA, FL 33924

Tenant Name: _____

Tenant Home Address: _____

Tenant Home Tel. #: _____ **Tenant Work Tel. #:** _____

Tenant Cell Phone # (phone you will have with you on the trip): _____

Credit Card: _____

Credit Card Number: _____

Credit Card Expiration: _____ **Security Code :** _____

Tenant Drivers Lic.# _____ **State :** _____

Tenant E-Mail Address: _____ **Total # Tenants:** _____

Adults Age 18 or Over: _____ **# Guests UNDER 18 Years of Age:** _____

Dates of Rental: _____

Number of Nights: _____

Summary of Costs

Rent:	\$
Extra Cart \$35.00 per day	
Tourist Tax (11%)	\$
Total:	\$
Due at booking 25% down payment	\$
Due 60 days prior to check in:	\$

Please Send Check and Agreement to:

Pat Berns
Berns & Associates
980 N Michigan Ave
Suite 1400
Chicago, IL 60611
312 560 6697

OR

Checks: Make payable to: Berns & Associates

You may opt to pay by following this link to my PayPal account via button on reservation page on captivaharmony.com. The account is captivaharmony@gmail.com. You will also need to send Reservation agreement by scanning to captivaharmony@gmail.com, or mail.

X _____

X _____

Tenant Signature

Date

1. **Payment Schedule:** The total balance due must be returned via check to the address on the bottom of page 1 of this Vacation Rental Agreement or via credit/debit card securely on PayPal 60 days prior to check-in. The total balance due date is indicated on page 1 of this Vacation Rental Agreement. If the Total Balance Due is not received 60 days prior to check-in, this Vacation Rental Agreement will be deemed to have been cancelled by the Tenant and all monies paid will be forfeited.

2. **Cancellations:** • More than 60 days prior to check, a full refund if another tenant is found for the same dates. If another tenant is not found for the same dates, this will result in forfeiture of monies paid.

• Less than 60 days prior to check-in: forfeiture of 100% of the rent minus any rent that may come from replacement tenant.

3. **Security:** • In order to secure the reservation, the executed Vacation Rental Agreement and Credit Card information needs to be received by owner (please sign each page of the Agreement). Any monies due to owner based on monetary agreement as required by this agreement will be released 15 days after departure, subject to any deductions for damage to the house or golf cart, missing items, or cleaning costs over standard 8 hours.

4. **What is included:** Bedding, linens, bath towels, beach towels, toilet and facial tissues, soaps (bath, kitchen and laundry), dishwasher powder, garbage bags, paper towels, golf cart, and access and use of North Captiva Island Club

a. REGARDING THE GOLF CART – You must be 16 years of age or older to drive the golf cart. It is strictly prohibited for anyone under the age of 16 to drive the golf cart. This is for the safety of our guests and the other guests and their property on the island.

5. **Occupancy:** • Occupancy (i.e. number of tenants staying overnight) is strictly restricted to the number of tenants that are reserved for (maximum of 10 excluding toddlers). At no time can there be more than a total of 10 people in the house

6. **Outdoor Grills:** For safety reasons, outdoor grills are only permitted on the ground level. Usage of grills is prohibited on any upper level decks or porches.

7. **Personal Property:** All personal property of the tenant(s) on the said premises shall be and remain the sole responsibility and risk of the tenant(s), and the owner shall not be liable for damages to, or loss of such personal property arising from any acts of negligence of any other persons, nor from the leaking of the roof, or from bursting, leaking, or overflowing of water or sewer pipes, or from heating or plumbing fixtures, or from the handling of electrical wires or fixtures, or from any cause whatsoever, nor shall the owner be liable for any injury to the person of the tenant(s) or other persons in or about the premises, the tenant(s) expressly agreeing to save the owner harmless in all such causes and events.

8. **Locked Closets/Garage:** These locked areas contain the owners' personal items. These areas are not included in the Vacation Rental Agreement.

9. **Rent Offsets:** Only in the event of a hurricane when there is a mandatory order to vacate the island. In the event that there is any equipment failure tenant must notify owner and owner must use best efforts to repair.

10 **Indemnification/Right of Entry/Assignment:** The undersigned Tenant hereby releases, agrees to indemnify and hold harmless the property owner Pat Berns, their agents, officers, and caretakers, and North Captiva Island Club of and from any and all liability, claims, demands, actions and causes of action whatsoever, arising out of or related to any loss, damage, or injury, including death, that may be sustained by the undersigned or any person (including Tenant's guests), or any property of the undersigned or any person (including Tenant's guests), as a result of any cause arising out of the use of the house (4511 Hidden Lane) or the North Captiva Island Club's facilities. This release shall be binding upon the distributes, heirs, next of kin, executors, administrators and personal representatives of the undersigned or any person (including Tenant's guests). Tenant agrees owner or their respective representatives may enter the Premises during reasonable business hours to make necessary repairs and maintenance. Tenant shall not assign this Agreement or sublet the Premises in whole or part without written permission of the owner.

11. **Travel Insurance:** We strongly encourage you to purchase travel insurance to protect you against unforeseen circumstances such as trip cancellation and interruption.

X _____
Tenant Signature

X _____
Date

Information Regarding the Damage Reservation Deposit

As required by the "Florida Landlord Tenant Act", this is to inform you of the following with regards to the "Reservation/ Damage/Security" of \$400.00:

1. The funds are being held against your credit/debit card.
2. Upon the vacating of the premises for termination of the lease, if the landlord does not intend to impose a claim on the security deposit, the landlord shall have 30 days to release the security deposit, or the landlord shall have 30 days to give the tenant written notice by certified mail to the tenant's last known mailing address of his or her intention to impose a claim on the deposit and the reason for imposing the claim. If the landlord fails to give the required notice within the 30-day period, he or she forfeits the right to impose a claim upon they deposit.
3. Unless the tenant objects to the imposition of the landlord's claim or the amount thereof within 15 days after receipt of the landlord's notice of intention to impose a claim, the landlord may then deduct the amount of his or her claim and shall remit the balance of the deposit to the tenant within 30 days after the date of the notice of intention to impose a claim for damages.
4. If either party institutes an action in a court of competent jurisdiction to adjudicate the party's right to the security deposit, the prevailing party is entitled to receive his or her court costs plus a reasonable fee for his or her attorney.

This is to acknowledge that I have been made aware of the above requirements of the "Florida Landlord Tenant Act".

X _____
Tenant Signature

X _____
Date