

**VACATION RENTAL SHORT TERM LEASE AGREEMENT**

This agreement is made by and between the owner and the guest as of the date of when reservation is made. Owner and guest are referred to as individually as party and collectively as parties. For good and valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

1. **Property.** The property is described as a house with two bedrooms and one bathroom located at 1690 Garcia Ct., The Villages, FL 32159 ( the "Property"). The property is owned by owner. The property is fully furnished by owner and equipped for light housekeeping. The following amenities are included in the property: Microwave, dishwasher, refrigerator, washer, dryer, cable, TVs, Wi-Fi, linens. A starter supply of household cleaning may be valuable in the property for use. Guest is responsible for purchasing any additional supplies and all food and beverages.
2. **Rental party.** All persons in the rental party will be bound by the terms of this agreement. The total number of adults in the rental party may be up to 7.
3. **Maximum occupancy.** The maximum number of persons allowed to stay in the property is limited to 7. The nightly rates are based on double occupancy. Additional fee per person per night for each additional person who stays in the property may apply.
4. **Visitors.** A visitor is an occupant of the property who is not staying overnight. Any visitor staying overnight is subject to additional charges.
5. **Rental and check in.** The property will be ready for guest occupancy beginning at 4 PM on the arrival date and the property must be vacated by 11 AM on the departure date. Guest will be charged additional fee of \$ 30 per each hour the guests are on a property past 11 AM on their departure date. In the event, each guest or member of the rental party remains on the property beyond the departure date and the property is currently not rented by another guest, the guest will be responsible for paying rental nightly fee plus additional penalty charges established by the owner.
6. **Access to the property.** Owner will provide guest with the combination code which will unlock the front door to the property. Guest is not allowed to share the code information.
7. **Rental rules and restrictions.** Guest agrees to abide by the rules and regulations of The Villages. In addition, guest agrees to abide by the following restrictions by owner:
  - smoking is not permitted inside the property. Penalty is \$350.
  - pets are not permitted on the property
  - quiet hours are from 10 PM to 6 AM
  - garbage must be placed in the proper receptacles on the predetermined days by the Villages
  - persons under 19 years old are allowed to stay on the property only for a limited period of time.
  - If any person in the rental party fails to follow any of the rules, the rental party may be asked to vacate the property and guest will forfeit all rent paid.
8. **Reservation deposit and payment.** Guest agrees to pay the rent and fees at the time of the reservation. The damage deposit in the amount of \$500 is refundable seven days after the departure date.

9. **Cleaning fee.** A cleaning fee will be charged per stay. Daily housekeeping services are not included in the rental rate. Guest is responsible for keeping the property clean and in a good condition. Any dangerous condition must be reported to the owner immediately. Guest acknowledges that on the arrival date, the property is in a good condition, except for any defects reported by the guest to the owner by the end of the first day following the arrival date. The property should be left in the same condition as it was found by guest on the arrival date.
10. **Mechanical failures.** Owner attempts to properly maintain the property. While all electrical and mechanical equipment within the property are in good working order, owner cannot guarantee against mechanical failure of electrical service, stopped plumbing, water supply, heating, air-conditioning, audio visual equipment, Internet access, cable service or appliances. Guest agrees to report any inoperative equipment or other maintenance problem to owner immediately. Owner will make every reasonable effort to have repairs done quickly and efficiently. Guest will allow owner or a person permitted by owner to access the property. Owner is not responsible for any inconvenience that may occur and no refunds or rent reductions will be made due to failure of such items.
11. **Limitation of liability.** Owner is not responsible for any accidents, injuries or illnesses that occur to any member of the rental party or guest visitors while on the property or in the property. Owner is not responsible for loss of personal belongings or valuables of guests or visitors. Guest agrees to assume the risk of any harm arising from the use of property. Under no circumstances and under no legal theory, tort, contract strict liability or otherwise, shall owner be liable to guest or guest visitors, or any other person for any damages or any nature whatsoever including arising out of or relating to this agreement or guest rental of the property or use of the property. In no event will owner be liable for any damage in connection with this agreement even if owner shall have been informed of the possibility of such damage.
12. **Indemnification.** Guest acknowledges that the use of the property or/and golf cart provided with the property by the rental party and guest's visitors is entirely at their own risk. Guest will indemnify and hold harmless owner from any or all expenses, costs, damages, suits, actions, or liabilities whatsoever arising from or related to any or all loss of or damage to personal property, injury or death resulting from the use of occupancy of the property or/and provided golf cart or the failure of any member of rental party or guest's visitors to observe the rules and restrictions.
13. **Violation of agreement.** If guest or any member of the rental party violates any of the terms of this agreement, including but not limited to a maximum occupancy, visitors and rental rules and restrictions, owner may evict guest and the rental party from the property and guest will forfeit all rent and security deposit paid.