

VACATION RENTAL AGREEMENT

It is agreed this ____ day of _____, 2005, that **TENANT**
_____, **having an address at,**
_____ will rent 1064 Cottonwood Court,
Marco Island, Florida from **DAVID & PAT CHORNABY, the OWNER(S)**.
This occupancy will be in the form of a Vacation Rental only and
not constitute a permanent or primary residence or other tenancy.
Occupancy shall begin on _____, 2005 and terminate on
_____, 2005.

The following are the specifics of this agreement:

SECURITY: Security is required in the amount of \$500.00. It is payable prior to occupancy and is due in Personal Check, Bank Check or Bank Wire. Security will be held in a non-interest bearing account. Applicable security will be returned to the **TENANT** within (45) days after termination of this Agreement.

All or part of the security may be withheld in the event of property damage and/or if excessive utility charges are incurred. In such an instance the **TENANT** will be notified within thirty (30) days of vacating the property as to the amount withheld and the reason. **The security deposit shall in no way be used as rental payment.**

PAYMENT: The amount of \$_____ is required to cover the rental. Ten Percent (10%) Florida tax is added to your total in the amount of \$_____. **The total amount due is \$_____ including your \$500.00 security deposit and \$90.00 Cleaning fee.** A Twenty-Five (25%) percent or \$500.00 deposit, whichever is greater, is required at the time this agreement is signed and the balance within thirty (30) days prior to occupancy.

CHECK-IN/CHECK-OUT: The check-in time is 5:00pm. The check-out time is 10:00am. **TENANT** agrees to such time periods so the property may be properly cleaned for the next guest.

CANCELLATIONS: Cancellations must be made in writing at least ninety (90) days prior to the scheduled arrival date. You will forfeit your deposit if you cancel and we do not re-rent the property. If re-rented all money will be returned within thirty (30) days of the new booking date.

TENANT Initials _____

ADDITIONAL CHARGES: All "Normal" utilities are included. TENANT will be charged additional fees for the following:

- Long distance phone charges.
- Excess used linens.
- Fines or summons imposed by Marco Island as a result of your actions or your guests actions.
- Any damage to the house, contents, grounds or dock.
- Excessive utilities; water, electric, etc.
- Anything requiring service or action by OWNER or agents as a result of TENANTS actions (e.g. leaving toys at bottom of pool).

Note: The phone will be blocked from long distance, collect and 900 number calls. A calling-card, credit-card or 800 number will be required to make long distance calls. Toll free calls are accessible.

PETS: There shall be no pets allowed on the premises unless otherwise agreed to in writing by the OWNER.

GUESTS/PARTIES/NOISE: The TENANT must supervise their Guest(s) while on the premises. Noise in the house must be kept to a reasonable level as not to cause a disturbance to the neighbors or general public. No overnight guests are allowed without our knowledge and consent. In no event may the maximum occupancy be exceeded without our written consent.

NO SMOKING POLICY: No smoking is allowed inside the house whatsoever.

CLEANING: Leave all beds unmade if used and the last day's towels in the bathrooms. All dinnerware, pots, pans and glasses should be cleaned and the dishwasher emptied. Please discard all food from the cabinets and refrigerator, and place all recyclables in the container in the garage. TENANT will be charged for excessive used linens and/or unwashed dishes. Trash should be removed from the house and/or put at the street the night before the appropriate pick-up days.

TENANT Initials _____

MAINTENANCE: It is expected that major systems in and around the house will break down from time to time such as air conditioning, pool pump and filter, washer, dryer, refrigerator, etc. OWNER will attempt to repair the problem as soon as possible upon notice by the TENANT. OWNER assumes no liability to TENANT if such should occur as all products have a useful life and break down occasionally.

ILLEGAL DRUGS: Under no circumstances shall any illegal drugs be allowed on the property. TENANT understands that possession and use of any such substance is grounds for immediate eviction and forfeiture of payment. TENANT further waives any and all rights to recourse against the OWNER for enforcing this clause.

TENANT RESPONSIBILITIES: All occupants are required to perform "Normal" household duties that include, but are not limited to:

- * Garbage removal (Mondays and Thursdays)
- * Cleaning of individual and guest(s) dishes
- * Recycling as required by Law - (Thursdays)
- * Notification to OWNER of any damages or problems with the property
- * Locking of all windows and doors when TENANT leaves the house.

SUBLETTING/ASSIGNING/OCCUPANCY: There shall be no subletting of the premises. The TENANT shall occupy and use the premises as a vacation residence only and not use the premises for any business, professional, unlawful or hazardous purpose.

REPAIRS: The OWNER must be notified immediately if you discover any item that needs attention. Once notified we will correct the problem with all expediency. Please be aware that for your comfort all key operational components are checked each time a TENANT vacates the property.

SURVIVAL: If any clause or term in this lease is contrary to law, the remainder of the Lease shall remain in full force.

TENANT Initials _____

END OF TERM: At the end of the term, the TENANT shall leave the premises clean and in good condition, remove all TENANT property, repair all unreasonable damages caused during their stay.

HOLD HARMLESS AND INDEMNITY: OWNER of rental property shall not be liable for any damages and/or injury to TENANT and/or their guest(s), or their personal property due to TENANT'S acts, actions or neglect. TENANT agrees to hold OWNER harmless against any claim for damage and/or injury due to TENANT'S act or neglect or TENANT's guest's acts or neglect.

OCCUPANCY: The occupancy of the house is limited to the number of persons and particular persons described in this agreement. The maximum occupancy is Eight (8) persons. The only exception is children under the age of 24 months with our consent.

If TENANT exceeds the maximum occupancy, TENANTS and any/all guests are subject to immediate removal and forfeiture of their security deposit and rental payment. If TENANT exceeds the maximum occupancy without OWNERS consent, TENANT will be charged \$100.00 per day, per person that exceeds the maximum rental. In addition, no trailers, boat or any other type are allowed to be parked on the property. The TENANT must seek storage of the trailer(s) offsite at a proper trailer storage facility. A maximum of three (3) automobiles are allowed to be parked on the property. No parking of automobiles or trailers is allowed on any adjacent vacant lots in the area. A maximum of one boat may be docked on the canal. Failure to comply with these rules will subject you to immediate removal from our home and forfeiture of all rental payments and security deposits.

Notice: We are very strict on the total number of occupants we allow in our home. You are limited to the number of people in your rental agreement. Any changes or additions must have our written consent. From time to time we get individuals who think they can rent our home with 8 persons and 12 are really coming. In this case, all persons are subject to removal and forfeiture of all rental payments and security deposits. We are represented locally by an agent who will check on the house from time to time. Honesty is the best policy.

TENANT Initials _____

TENANTS with permission:

- TENANT 1:
- TENANT 2:
- TENANT 3:
- TENANT 4:
- TENANT 5:
- TENANT 6:
- TENANT 7:
- TENANT 8:

MAXIMUM OCCUPANCY IS Eight (8) PERSONS

QUIET ENJOYMENT: TENANT and their guests agree not to violate the quiet enjoyment of the surrounding neighbors and respect their privacy and property as they respect our property and your privacy. Outdoor speakers will only be used when someone is outside. OWNER is not responsible for the actions of other property owners in the area as we have no control over their actions.

WEATHER CONDITIONS/ACTS OF GOD: OWNER is not responsible for any weather condition or acts of God or nature that happen during TENANT'S stay on premises and no refunds will be made.

CONSTRUCTION: We are not responsible for any actions by other property owners in and around this property. Marco Island is in an area of continuous construction of new homes and renovations. We are not advised by other property owners of their intent to begin construction or repairs to their property and we have no control over such. We are not responsible for any noise or disruption that may arise and caused to you during your stay. Construction, remodeling or repairs are ongoing on Marco Island on an everyday basis. OWNER is not responsible for the actions of contractors on property other than ours. We are not responsible for the breach of the quiet enjoyment by other property owners or contractors during your stay.

UNFORSEEN CONDITIONS If any unforeseen conditions or problems with the house arise prior to or during TENANTS stay, OWNER reserves the right to either refund TENANTS payment pro rata or place TENANT in a comparable house with the same amenities, bedrooms, etc. Such unforeseen conditions include but are not limited to, hurricanes, storms, vandalism, flood, etc. OWNER assumes no responsibility for such unforeseen conditions.

TENANT Initials _____

ACCESS: TENANT agrees to allow access to the house and property to OWNER and his agents upon 24 hours notice by telephone or in person. Agents include, but are not limited to; plumbers, electricians, rental companies, pool maintenance, pest inspection, etc. OWNER reserves the right to inspect the premises and house interior upon 24 hours notice to TENANT. TENANT agrees not to deny access. If TENANT refuses to allow access to OWNER or any agent designated by OWNER, the OWNER reserves the right to terminate the TENANT's vacation rental and TENANT will immediately vacate the premises upon demand by OWNER and TENANT will forfeit the rental payment. OWNER reserves the right to use the boat dock, OWNER's boat and personal watercraft at anytime without notice.

SAFETY: TENANTS acknowledge and agree that they are responsible for the safety of themselves, their guests and their children with respect to the pool and canal. TENANT acknowledges and agrees to hold OWNER harmless from any injuries to them or their guests. It is understood that there is no lifeguard and that supervision is the responsibility of the TENANT.

KEYS: Access to the house is provided through a key box. Two weeks before your rental period, OWNER will forward the key code and access instructions to the house. TENANT agrees to return all sets of keys prior to departure. The keys should be left on the kitchen counter.

LAWS: The Laws of the State of Florida shall apply to all terms under this Agreement. Any dispute under this agreement shall be venued in Collier County, Florida. It is expressly agreed and understood that this lease shall not be recorded in the County Clerks office.

LIABILITY: TENANT may be responsible and liable to OWNER for damages in excess of the security deposit for any damage or loss caused by TENANT or its guests.

BREACH OF AGREEMENT: Failure to comply with any of the foregoing clauses and overall rules established by OWNER will subject you to immediate removal from our home and forfeiture of all rental payments and security deposits. You hereby consent to be removed from the premises upon demand by the OWNER and further consent to have the Marco Island Police Department escort you off

TENANT Initials _____

the premises. If TENANT fails to vacate the premises at the end of the rental period prescribed in this agreement, TENANT shall be charged and liable to OWNER for \$500.00 per day for every day past the day and time specified in this agreement.

CERTIFICATION: I or we, the TENANT(s), hereby certify and consent that I/we have read the entire agreement and conditions (pages 1 thru 7) and agree to the terms and will comply with them during the course of this vacation rental.

TENANTS WHO EXECUTE THIS LEASE ARE FINANCIALLY RESPONSIBLE FOR THEIR ACTIONS AND ACTIONS OF THEIR GUESTS

TENANT

MARC SCOLA, Agent for
OWNER's, David & Pat
Chornaby

TENANT

DATE: _____

DATE: _____

TENANT No. 1

Driver's License No. _____
State: _____

Marc Scola, Agent
771 South Barfield Dr.
Marco Island, FL 34145
239-293-0970

TENANT No. 2

Driver's License No. _____
State: _____

