

## SHORT TERM RENTAL AGREEMENT

### TERMS AND CONDITIONS:

- 1. NON-LIABILITY OF THE OWNER:** This Agreement is entered into based upon Guest's independent knowledge of the Property or the representations specifically contained in this Agreement and not on any representations made by the Owner or its Agents. The Owner shall not be liable for any damage or injury of or to the Guest, Guest's family, invitees or agents or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Guest hereby agrees to indemnify, defend and hold Owner harmless from any and all claims or assertions of every kind and nature. The Owner is not responsible for the loss of personal belongings or valuables of the Guest. It is agreed that all guests are expressly assuming the risk of any harm arising from their use of the premises or others whom they invite to use the premise. The guest must secure the home while away. If home is left unsecured, the guest will be held liable for stolen or damaged property.
- 2. ACCEPTANCE OF PROPERTY:** Opinions as to the condition of the Property vary from individual to individual and are very subjective. If the Guest has not personally viewed or inspected the Property, the Guest shall not rely on any opinions expressed by a third party, including the Owner or its Agent. The Guest bears the sole risk of renting the Property sight unseen and in not being satisfied with the condition of the Property at the time of check-in. We have contracted a professional cleaning company to clean after every rental. Sheets, Towels are washed, and beds are freshly made, in addition to a deep cleaning. Our home is built on a campground; you may see the occasional outside bug find its way inside. Although we have a contract with Clarks PEST Control Company to perform a deep spray each quarter, in addition to our cleaning service sprays between renters, we cannot guarantee that you will never see a bug, and NO refunds will be provided. The Guest has not been promised anything as to the condition of the Property unless stated in this Agreement. The Property is rented "as is". The guest has until **10 AM the day** after arrival to notify the owner of any issues as, but not limited to the cleanliness of or damage to the property.
- 3. PETS:** Absolutely **NO** Pets shall be permitted on the Property. The Guest shall obey this and the entire Owner's other rules for the safety and cleanliness of the Property and for the comfort and convenience of other occupants. In the event that a pet is discovered in violation of this rental Agreement, then the Guest shall be in default and the Security Deposit will be withheld with no refund forthcoming.
- 4. NO SMOKING/VAPING:** This is a **non-smoking rental unit**. **No smoking/VAPING** is permitted anywhere inside the rental property. Guests are permitted to smoke outdoors. Guests must dispose of used matches and cigarettes.
- 5. USE:** The Guest shall take possession of and use the Property only as a private residence for not more than the maximum number of persons as indicated above. The Guest shall not allow the Property to be used for any business, professional or unlawful purposes. There shall be no alterations of the Property and no fixtures, appliances or air conditioners shall be installed without the written consent of the Owner. The Guest affirms to use all appliances and furniture for their intended uses only. The Guest affirms that he/she is over **twenty-five (25) years of age** and minors will not occupy the property unless an adult is present. Unreasonable noise or disturbance by the Guest may result in default of Agreement. The Guest is solely responsible for placing all trash and recyclables in the exterior bins for pickup in accordance with the schedules and ordinances of the Ocean Lakes Family Campground. (Trash is picked up Monday and Thursday).
- 6. PARKING:** Parking is limited to the driveway for site 5723. Our site has room for (2) vehicles. Owner is not responsible for any damage to Guest's vehicle. Guest is responsible for any damage incurred to adjacent parked vehicles. **Guests are responsible for purchasing Ocean Lakes Vehicle Passes upon check in.** Additional vehicles are permitted to park in the over-flow lot.
- 7. END OF TERM AND SECURITY DEPOSIT:** The Guest agrees to return the Property to the Owner at the expiration of this Agreement in as clean and as good condition as it was at the beginning of the Agreement term, except for normal wear caused by reasonable use. Guest shall pay for maintenance and repairs if the premises are in a lesser condition. In addition, the Guest agrees to repair, replace or pay for any breakage or damage to the Property, furnishings and equipment. The Guest authorizes deduction for these expenses, or any other amounts due from the Guests, from the Security Deposit. Breach of the **smoking and/or pet policy** will result in forfeiture of the **entire security deposit**. We will withhold a **Grill cleaning fee of \$25.00** if grill is left unclean. All Security Deposits will be held in a non-interest bearing account. The Security Deposit may be automatically refunded (7) days after termination of this Agreement unless Owner determines there are damages or other deductions to be made resulting from actions of the Guest. Said amounts shall be deducted from the Security Deposit and the remainder shall be refunded. In the event the amounts due exceed the Security Deposit, Guest is liable for said amounts. Any damages not reported to Owner by Guest at check in shall not be considered.

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**8. ACCESS TO PROPERTY:** The Owner or agent shall have access to the Property to inspect the property, make necessary repairs, alterations or improvements, supply necessary services and show the Property to possible buyers, contractors, etc. Owner shall exercise this right of access in a reasonable manner.

**9. AGREEMENT AND GUEST DEFAULT:** This Agreement is valid only when accepted by the Owner in writing and may be terminated by the Owner upon the default of any payment, falsified information, or other obligation of the Guest as outlined in this Agreement. Any default by the Guest under the terms and conditions of this Agreement, shall result in the termination of this Agreement, and guest agrees to pay all reasonable costs, attorney fees, Ocean Lakes fines and expenses made or incurred by Owner in enforcement of this Agreement.

**10. CANCELLATION:** In the event the Guest wishes to cancel this Agreement, the Guest may do so only upon the consent of the Owner. **Cancellations 30 days of arrival date** will get full deposit, and any payments returned. **Cancellations after 30 days of arrival date** will forfeit the deposit or guest may reschedule for future dates.

**11. AMENITIES:** The Owner DOES provide linens as a courtesy, which includes sheets and towels. Before departure, leave dirty sheets, towels in the laundry room for our maid service. A charge of \$10 per missing pillow, and \$40 per missing comforter will be deducted from the security deposit. There are one king mattress, two queen mattresses, two twin beds and one sofa bed (Full). Beds and furniture are not to be moved. Owner does provide basic appliances and furnishings. Appliances are not guaranteed however, and repairs or replacements will be made as soon as reasonably possible. High-speed Internet service and Cable TV is provided as a convenience only and is not integral to the Agreement. **No refund of rents for outages**, content, lack of content, speed, access problems, lack of knowledge of use, or personal preferences with regard to Cable or Internet. The list of property amenities is included as follows, though no warranties are given to its accuracy.

**12. RENTABILITY:** If the premises are destroyed by fire, other casualty or acts of God so as to be unfit for occupancy, either prior to or during the term of the Agreement, the Owner shall return an equitable, prorated share of any rents that may have been paid in advance. The Agreement shall not terminate as a result of off-site or on-site conditions beyond the control of the Owner or as a result of inoperable appliances at the property. There will be no refunds or rebates given for inoperable appliances or faulty equipment, unfavorable weather, early departure, evacuation interruption of utilities, construction in the area, nor maintenance problems.

**13. GOLF CART:** Weekly Golf Cart rentals are nearly \$460.00 to rent through OL. Our Personal Golf Cart is **INCLUDED** with your rental. However, we cannot be responsible for the behavior of other guests prior to your check-in. In the event we receive strikes against our home for Golf Cart violations from OL Security, our cart may not be available. Nor will we reimburse you for the cost to rent one from OL. In addition, we do our best to ensure the cart is maintained and in good condition. If the cart breaks down during your stay will do the best to get it repaired, yet cannot guarantee immediate repairs, nor will we reimburse you for non-use due to something mechanically wrong. Our personal Golf Cart requires drivers to be **21 Years of age to drive**, with a valid driver's licenses. **NO Drinking, Reckless Driving, Loud playing music, or Foul language while driving the Golf Cart. Ocean Lakes fines drivers and home owners if any rules are broken. You will be responsible for paying ALL fees' billed by Ocean Lakes when Golf Cart rules are broken.** Owner will provide code to lockbox, one day prior to check-in. It is your responsibility to charge the Golf Cart every night. We require you to lock up the Golf Cart each night, along with covering the cart to protect it from rain. Also, lock up the Golf Cart Battery Charger, in the deck box prior to Check-out for the next guest. In the event the golf cart battery charger or golf cart is stolen due to the renter negligence, will be the responsibility of the Renter to replace.

**14. KEYS:** Owner will provide access code key lock box to the Guest 1 day before check in. Guest will return keys to the lock box upon departure. Additional keys will remain inside the home. There will be a **\$5.00** charge for LOST keys.

**15. HAZARDOUS MATERIALS, FIREARMS, and AND ILLEGAL SUBSTANCES:** The Guest shall not keep or have on the premises anything of a dangerous, flammable, or explosive nature that might unreasonably increase the danger of fire or explosion on the Property, or that might be considered hazardous materials (including propane) by any responsible insurance company. Fireworks of any kind are not permitted on the premises. Firearms and illegal substances are not permitted on the premises.

**16. LEFT BEHIND ITEMS:** Owner will not store property left behind by the guest. Personal property of the Guest left after the term of the Agreement will be considered trash and removed by cleaning crew to prepare the unit for incoming guests. Guest authorizes deduction from the Security Deposit for any expense with such removal. Every reasonable effort will be made to reunite Guest with valuable items found by another guest or cleaning crew but no guarantee is implied.

**17. QUIET TIME:** The campground quiet time is from **11 PM to 7 AM**. Please contact the Ocean Lakes office should you have additional questions about Quiet Time.