



## PERFECTO'S RETREAT RENTAL LEASE AGREEMENT

This rental agreement is entered into by and between the renter, \_\_\_\_\_ hereinafter referred to as "TENANT(S)" and **Danny Isla & Yelena Tsaruk** hereinafter referred to as "OWNER" on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_. This agreement constitutes a contract between the TENANT(S) and OWNER. Please read this Vacation Rental Lease Agreement thoroughly. Any money received by owner for occupancy of vacation property indicates the acceptance of the terms and conditions of this Vacation Rental Lease Agreement. It is the responsibility of the TENANT(S) to be familiar with all policies within this agreement. This occupancy will be in the form of a Vacation Rental only and not constitute a permanent or primary residence or other tenancy.

Rental Property physical address: "Perfecto's Retreat" – Guest house located at **2834 Pelham Road N., St. Petersburg, Florida 33710**

**TERM OF LEASE:** The lease begins at 3:00 p.m. EST on \_\_\_\_\_ (the "Check-in Date") and ends at 11:00 a.m. EST on \_\_\_\_\_ (the "Check-out Date").

**MAXIMUM OCCUPANCY:** The maximum number of overnight guests for this property is limited to four (4) persons. Maximum occupancy for this property shall not exceed four (4) persons at any time. If TENANT exceeds the maximum occupancy, TENANTS and any and all of their guests are subject to immediate removal and forfeiture of their security deposit and rental payment.

**SMOKING:** This is generally a NON-SMOKING property. No smoking is allowed inside of the cabin whatsoever. Smoking is restricted to a small "smoking area" located near the dock and picnic table at the rear of the property.

Any TENANT or their guests not adhering to the No Smoking policy will result in automatic additional cleaning/disinfecting charges of \$200.00.

**PETS:** No Pets are permitted on any portion of the property without prior written approval of the owner. No other pets or animals are allowed on the property at any time and violation of this policy will result in automatic additional cleaning/disinfecting charges of \$200.00.

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**RESERVATION DEPOSIT:** A 50% reservation deposit is required. This must be received within five (5) days of booking the reservation. Deposit will be held in a non-interest bearing account. The reservation deposit will be applied towards the rent upon your arrival.

No Additional charge will be applied if the following conditions are met:

- a) No damage is done to property or its contents, beyond normal wear and tear.
- b) No charges are incurred due to contraband, pets, smoking, or collection of rents or services rendered during the stay.
- c) No excessive cleaning required. All debris, rubbish and discards are placed in the dumpster and soiled dishes are cleaned.
- d) No excessive utility charges are incurred.
- e) No linens/towels are lost, stolen, or damaged.
  
- f) The Key and all other items are returned and home is left locked.
- g) The TENANT (or any of TENANT'S visitors) is not evicted by the owner (or representative of the owner), or the local law enforcement.

**PAYMENT:** An advance payment equal to 50% of the rental total is required to confirm reservations. The advance payment will be applied toward the property rental price. Please make payments in the form of bank money orders, cashier's checks, or personal checks payable to **Danny Isla**. Credit/Debit Card payments will be accepted via PayPal transfer for a small fee. The BALANCE OF RENT is due immediately upon your Check-In date. Rental rate and fees are as follows:

Rental Rate: \$ \_\_\_\_\_/day x \_\_\_\_ # of days (7 day min) = \_\_\_\_\_ (This includes all applicable taxes)

TOTAL Due: \_\_\_\_\_

**CANCELLATIONS:** A ten (10) day notice in writing is required for cancellation. Cancellations that are made less than ten (10) days prior to the Check-In date will forfeit the full reservation deposit with refund of any additional pre-paid rental amount received. Cancellations or changes that result in a shortened stay, or are made within fifteen (15) days of the Check-in date, forfeit the full advance payment and reservation deposit with refund of any additional pre-paid rental amount received. Cancellation or early departure does not warrant any refund of rent or deposit.

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**ADDITIONAL CHARGES:** All "normal" utilities are included. In addition, basic cable television; and wireless internet are included. TENANT will be charged additional fees for the following:

- Cable charges for any programming ordered during the rental period in addition to the basic cable provided.
- Excess linens left.
- Fines or summons imposed by City of St. Petersburg or the state of Florida as a result of your actions.
  
- Any damage to the property, pool, building, or its contents.
- Excessive electricity usage.

**FALSIFIED RESERVATIONS:** Any reservation obtained under false pretense will be subject to forfeiture of advance payment, deposit, and/or rental money, and the party will not be permitted to check-in.

**GUEST/PARTIES/NOISE:** The TENANT must supervise their guest(s) while on the premises. Noise on the property must be kept to a reasonable level as not to cause a disturbance to the neighbors or general public. In no event may the maximum occupancy (as listed on this agreement) be exceeded without written consent.

**MAINTENANCE:** It is expected that major systems in and around the property will break down from time to time such as air conditioning, water heater, washer, dryer, refrigerators, 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
- Cleaning of individual and guest dishes
- Notification to OWNER of any damages or problems with the property
  
- Locking of all doors when TENANT leaves the cabin.

**SUBLETTING/ASSIGNING/OCCUPANCY:** There shall be no subletting of the premises. The TENANT shall occupy and use the premises as a vacation rental 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.

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

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

**QUIET ENJOYMENT:** TENANT and their guests agree not to violate quiet enjoyment and privacy of the surrounding neighbors. OWNER is not responsible for the actions of other property owners in the area, as we have no control over their actions.

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

**CONSTRUCTION:** OWNER is not responsible for any actions of other property owners or neighbors.

**UNFORSEEN CONDITIONS:** If any unforeseen conditions or problems with the cabin arise prior to or during TENANTS stay, OWNER reserves the right to either refund TENANTS payment pro-rate or place TENANT in a comparable house with the same amenities, bedroom, etc. Such unforeseen conditions could be the following but are not limited to vandalism, flood, etc. OWNER assumes no responsibility for such unforeseen conditions.

**ACCESS:** TENANT agrees to allow access to the cabin and property to OWNER and his agents upon 4 hours' notice by telephone, email, or in person. Agents include but are not limited to, plumbers, electricians, pest inspection, etc. OWNER reserves the right to inspect the premises and cabin interior upon 4 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 TENANTS vacation rental and TENANT will immediately vacate the premises upon demand by OWNER and will forfeit the rental payment.

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**SAFETY:** TENANT(S) acknowledge and agree that they are responsible for the safety of themselves, their guests and their children with respect to the entire property, including pool, the deck, and dock area. TENANT acknowledges and agrees to hold harmless from any injuries to them or their guests. It is understood that there is no lifeguard and that supervision is their responsibility. Use of kayak or any bay/water activities is included in this statement.

**KEYS:** Access to the property is provided by key. TENANT agrees to return the keys upon departure. All extra sets of keys should be left on the **RED** tray near the fireplace. Failure to return the keys after departure will result in a \$15 key replacement fee for each key needing replacement.

**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 the City of St. Petersburg, 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 guest.

**WRITTEN EXCEPTIONS:** Any exceptions to the above mentioned policies must be approved in writing in advance.

**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 property and forfeiture of all rental payments and security deposits. 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 per day for every day past the date and time specified in this agreement.

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

**CERTIFICATION:**

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

x \_\_\_\_\_ TENANT #1 (signature) \_\_\_\_\_ (printed)

x \_\_\_\_\_ TENANT #2 (signature) \_\_\_\_\_ (printed)

x \_\_\_\_\_ TENANT #3 (signature) \_\_\_\_\_ (printed)

x \_\_\_\_\_ TENANT #4 (signature) \_\_\_\_\_ (printed)


\_\_\_\_\_ Date

Person to contact in case of Emergency

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

OWNER SIGNATURE:



Danny Isla, Co-OWNER Date: \_\_\_\_\_

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