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FLORIDA RENTAL AGREEMENT

VACATION RENTAL AGREEMENT

UPON THE TERMS AND CONDITIONS HEREIN STATED, THIS VACATION RENTAL AGREEMENT ("AGREEMENT") IS ENTERED INTO BETWEEN CHRISTOPHER & JENNIFER JAHRAUS ("OWNER") AND THE GUEST IDENTIFIED BELOW ("GUEST"). GUEST INFORMATION:

NAME: _____

ADDRESS: _____

HOME PHONE: _____ OFFICE PHONE: _____

CELL: _____ FAX: _____

E-MAIL: _____

1. TERM: THIS AGREEMENT IS FOR A TERM BEGINNING ON _____, 20__ ("ARRIVAL DATE") AND ENDING ON _____, 20__ ("DEPARTURE DATE"). CHECK-IN IS 3:00 P.M AND CHECK-OUT IS 10:00 A.M.

2. PROPERTY: THE VACATION RENTAL PROPERTY ("PROPERTY") IS: 8 KARENY LANE, SEACREST, FLORIDA 32413 (SEACREST IS ALSO DESCRIBED AS PANAMA CITY BEACH IN SOME SETTINGS.)

3. OCCUPANCY LIMIT: THE MAXIMUM NUMBER OF GUESTS ALLOWED AT THE PROPERTY AT ANY ONE TIME IS 10 PERSONS.

4. RENTAL AMOUNT, FEES AND PAYMENTS: IT IS HEREBY AGREED THAT THE RENT AND FEES FOR THE PROPERTY ARE AS FOLLOWS:

TERM RENTAL AMOUNT \$ 1500/WK -OR- \$ _____ (DETERMINED BY OWNER)
CLEANING FEE \$250 PER STAY-OR- \$ _____ (DETERMINED BY OWNER)
DAMAGE WAIVER FEE _____ (DETERMINED BY OWNER)
PET FEE _____ (DETERMINED BY OWNER)
RENTAL AMENITY FEE _____ (DETERMINED BY OWNER)
STATE OF FLORIDA SALES TAX _____
LOCAL TRANSIENT/BED TAX _____
TOTAL \$ _____

(SEE BELOW FOR PAYMENT OPTIONS)

RESERVATION DEPOSIT DUE ON OR BEFORE _____ \$ _____

FINAL PAYMENT DUE ON OR BEFORE _____ \$ _____

PLEASE MAKE CHECKS PAYABLE TO "CHRISTOPHER D. JAHRAUS, MD.

ACCESS VIA DIGITAL CODE WILL BE PROVIDED TO GUEST AT THE TIME OF FINAL PAYMENT. WHEN TOTAL AMOUNT DUE IS PAID IN FULL, A CODE TO THE PROPERTY WILL BE SENT TO YOU BY E-MAIL (OR GIVEN BY TELEPHONE) SO THAT YOU CAN

ENTER THE PROPERTY ON THE ARRIVAL DATE STATED ABOVE. THE RESERVATION DEPOSIT IS REQUIRED TO BE PAID AT THE TIME THIS AGREEMENT IS SIGNED AND RETURNED TO. NO RESERVATION IS EFFECTIVE UNTIL RECEIPT OF FINAL PAYMENT. THE FINAL PAYMENT IS REQUIRED TO BE PAID BEFORE ENTRANCE ON THE PROPERTY. ANY CHECK RETURNED BY THE BANK FOR WHATEVER REASON WILL BE CHARGED A \$40 STATUTORY FEE AND POSSIBLE CANCELLATION OF RESERVATION AND ALL RIGHTS AND PRIVILEGES HEREUNDER.

5. PARKING LIMIT FOR RENTAL: THE MAXIMUM NUMBER OF CARS ALLOWED IN THE PARKING GARAGE AT THE PROPERTY AT ANY ONE TIME IS TWO.

6. DAMAGE WAIVER FEE, DAMAGES AND MISSING ITEMS: DEPENDING ON THE SIZE OF YOUR PARTY, A DAMAGE WAIVER FEE OR DEPOSIT MAY BE REQUIRED. OWNER REQUIRES A VALID VISA, MASTER CARD, AMERICAN EXPRESS OR DISCOVER CARD NUMBER ON FILE IN ADDITION TO THE DAMAGE WAIVER FEE. (SEE BELOW FOR CREDIT CARD INFORMATION). THE DAMAGE WAIVER FEE IS A NONREFUNDABLE FEE THAT RELIEVES GUESTS OF THE COST FOR UNINTENTIONAL AND INCIDENTAL DAMAGE TO THE RENTAL PROPERTY AND ITS CONTENTS, NOT TO EXCEED THE AMOUNT OF COVERAGE (UP TO \$500.00 OF UNINTENTIONAL DAMAGE). THE DAMAGE WAIVER FEE DOES NOT COVER INTENTIONAL DAMAGE, THEFT, UNAUTHORIZED ENTRY INTO THE OWNER'S SUPPLY CLOSET, UNAUTHORIZED PETS, CHECK-OUT AFTER 10 A.M. ON DEPARTURE DAY, CHECK-IN BEFORE 3 P.M. ON ARRIVAL DAY, EXTENSIVE CLEANING REQUIRED AT CHECK-OUT PER SECTION 5, SMOKING, EXCEEDING OCCUPANCY LIMITS OR PARKING LIMITS, AND ANY OTHER CHARGES/POLICIES IN OWNER'S RENTAL POLICIES AND RENTAL AGREEMENT INCLUDING ANY FINES IMPOSED ON OWNER BY THE CITY, COUNTY, STATE OR HOME OWNER ASSOCIATION AS THE RESULT OF VIOLATION OF ANY LAW, ORDINANCE, RULE OR REGULATION OR ANY FINES OR COST LEVIED AGAINST GUEST OR VISITORS OF GUEST ("EXCESS DAMAGE COSTS). GUEST WILL BE NOTIFIED OF ANY EXCESS DAMAGE COSTS IN WRITING. ANY EXCESS DAMAGE COSTS WILL BE ALSO CHARGED IMMEDIATELY TO THE GUEST'S CREDIT CARD. GUEST, BY SIGNING BELOW, ASSUMES FULL RESPONSIBILITY FOR ANY ITEMS FOUND TO BE MISSING AND ANY DAMAGE DUE TO MISUSE, NEGLIGENCE OR ACTION ON GUEST'S OR GUEST'S VISITORS PART, EXCEPT IN THE CASE OF NORMAL WEAR- AND TEAR REPORTED TO OWNER WITHIN 48 HOURS OF CHECK-IN.

(B) IF, FOR ANY REASON, THE GUEST CANCELS THIS AGREEMENT MORE THAN FORTY-FIVE (45) DAYS FROM THE ARRIVAL DATE, THE RESERVATION DEPOSIT WILL NOT BE REFUNDED UNLESS OWNER IS ABLE TO RE-RENT THE UNIT OR PROPERTY UNDER THE SAME (OR BETTER) TERMS AND CONDITIONS OF THIS AGREEMENT, FOR THE FULL TERM RESERVED. IF THE PROPERTY IS RE-RENTED UNDER THE SAME (OR BETTER) TERMS AND CONDITIONS THAN THIS AGREEMENT, OWNER WILL REFUND THE RESERVATION DEPOSIT PAID, LESS A CANCELLATION FEE OF \$300.00 (OR 10%), WHICHEVER IS GREATER.

(C) THERE ARE NO CANCELLATIONS PERMITTED WITHIN 45 DAYS OF GUEST ARRIVAL DATE. ALL AMOUNTS PAID (RESERVATION DEPOSIT AND FINAL PAYMENT) WILL BE FORFEITED. FAILURE TO PAY THE FINAL PAYMENT IN A TIMELY MANNER WILL BE CONSIDERED A CANCELLATION UNDER THIS SUBPARAGRAPH AND WILL RESULT IN FORFEITURE OF THE RESERVATION DEPOSIT.

(D) NO REFUND IS DUE (OR WILL BE MADE) FOR INCLEMENT WEATHER. GUEST AND PARTIES LISTED ABOVE MUST COMPLY WITH ANY MANDATORY EVACUATION ORDER.

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NAME(S)	AGE(S)	RELATION TO GUEST RENTING
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

11. REPAIRS AND MAINTENANCE: REPAIR AND MAINTENANCE PROBLEMS MUST BE BROUGHT TO OWNER'S ATTENTION WITHIN 48 HOURS OF OCCUPANCY OR OCCURRENCE, OR GUEST WILL BE HELD LIABLE FOR ALL SUCH DAMAGES OR REPAIRS. OWNER WILL NOT BE RESPONSIBLE FOR ANY UNAUTHORIZED EXPENSES INCURRED BY GUEST OR HIS/HER GUESTS. COSTS OF NEEDLESS OR UNAUTHORIZED SERVICE WILL BE CHARGED AS EXCESS DAMAGE COST AGAINST THE CREDIT CARD ON FILE. MAINTENANCE RESPONSIBILITIES ARE AS FOLLOWS: OWNER: ELECTRICITY, WATER, SEWER, LOCAL PHONE SERVICE, BASIC CABLE, AND INITIAL SUPPLIES (TOILET PAPER, DISH SOAP, HAND SOAP, DISHWASHER DETERGENT AND GARBAGE BAGS).

12. GRILL PROPANE USAGE: THE PROPERTY INCLUDES A PROPANE GRILL. GUEST IS RESPONSIBLE FOR ALL "EXTRA PROPANE" USAGE IN EXCESS OF ANY AMOUNT LEFT IN THE GRILL'S TANK AT THE BEGINNING OF THE RENTAL PERIOD.

14. SMOKING: SMOKING IS STRICTLY FORBIDDEN INSIDE THE PROPERTY. SMOKING IS NEITHER ALLOWED "OUTSIDE". EVIDENCE OF SMOKING INSIDE OR AROUND THE PROPERTY WILL RESULT IN IMMEDIATE EVICTION AND FORFEITURE OF ALL AMOUNTS PAID AND WILL RESULT IN ADDITIONAL CLEANING FEE TO GUEST AS EXCESS DAMAGE COST AND WILL BE CHARGED AGAINST THE CREDIT CARD ON FILE.

15. CASUALTY OR DESTRUCTION:

(A) SHOULD THE PROPERTY BE DESTROYED OR RENDERED UNINHABITABLE BY AN ACT OF GOD (INCLUDING, BUT NOT LIMITED TO, HURRICANES, STORMS, FLOODS OR FIRES), OR BY ENVIRONMENTAL DISASTER, OR LOSS OF UTILITIES PRIOR TO OCCUPANCY BY GUEST, THIS AGREEMENT SHALL BECOME NULL AND VOID, AND ALL PAYMENTS MADE HEREUNDER SHALL BE REFUNDED TO GUEST.

16. NOISE ORDINANCE(S): THE PROPERTY IS LOCATED IN A NEIGHBORHOOD WHICH HAS A "NOISE ORDINANCE" IN EFFECT AFTER DARK. ALL GUESTS AGREE TO RESPECT THE NOISE ORDINANCE AND TO USE COMMON SENSE IN KEEPING NOISE VOLUME LOW AFTER DARK. ANY POLICE ENFORCEMENT ACTIONS BY THE CITY, COUNTY OR HOME/CONDOMINIUM ASSOCIATION ARE AT THE SOLE RISK AND EXPENSE OF THE REGISTERED GUEST AND MAY RESULT IN EXCESS DAMAGE COST AND/OR IMMEDIATE EVICTION AND FORFEITURE OF ALL AMOUNTS PAID.

17. PARKING: ALL PARKING MUST OCCUR IN THE DRIVEWAY AND GRAVEL AREA. NO PARKING IS PERMITTED ON THE STREET. THE PARKING LIMIT STATED IN SECTION 4 IS THE LIMIT OF CARS ALLOWED TO PARK ON THE PROPERTY. PARKING EXCEEDING THIS LIMIT MAY RESULT IN IMMEDIATE EVICTION AND FORFEITURE OF ALL AMOUNTS PAID.

18. GUEST REGISTRY: ALL GUEST(S) MUST SIGN AND DATE THE ON-SITE GUEST REGISTRY AT THE PROPERTY, AND READ THE RULES, REGULATIONS AND RENTAL RATE NOTICES POSTED AT THE PROPERTY.

19. ACCESS TO PROPERTY FOR SHOWING: IF PROPERTY IS PLACED ON THE MARKET FOR SALE, GUEST AGREES TO ALLOW THE PROPERTY TO BE SHOWN TO PROSPECTIVE BUYER(S) UPON REASONABLE NOTICE TO GUEST. PROPERTY MAY BE SHOWN TO PROSPECTIVE FUTURE GUESTS IN THE SAME MANNER AND UPON SUCH NOTICE.

20. LIABILITY AND DAMAGE: GUEST AGREES TO DEFEND, INDEMNIFY AND HOLD OWNER HARMLESS FROM ANY AND ALL LIABILITY, CLAIMS, LOSS, PROPERTY DAMAGE OR EXPENSES, ARISING BY REASON OF ANY INJURY, DEATH OR DAMAGE SUSTAINED BY ANY PERSON, OR TO THE PROPERTY OF ANY PERSON, IN OR ON THE PROPERTY DURING THE TERM OF THIS AGREEMENT, INCLUDING GUEST, ADDITIONAL INVITEES OR VISITORS OF GUEST, WHERE SUCH INJURY, DEATH OR DAMAGE IS CAUSED BY A NEGLIGENT OR INTENTIONAL ACT OF GUEST, ADDITIONAL GUEST OR ANY OF GUEST'S VISITORS OR INVITEES.

21. CAUSE FOR EVICTION: THE GUEST AND ALL PARTIES WITH THE GUEST WILL BE SUBJECT TO IMMEDIATE EVICTION FROM THE PROPERTY IF THE GUEST OR PARTIES OF THE GUEST VIOLATE ANY TERMS OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, VIOLATION OF THE OCCUPANCY LIMITS, PET PROVISION, SMOKING, NOISE ORDINANCE OR PARKING. IN THE EVENT OF EVICTION FROM THE PROPERTY, THE GUEST SHALL FORFEIT ALL AMOUNTS PAID AND THERE WILL BE NO REFUND OF MONEY.

22. ATTORNEY'S FEES AND COSTS: IF OWNER EMPLOYS THE SERVICES OF AN ATTORNEY TO ENFORCE ANY CONDITIONS OF THIS AGREEMENT, TO COLLECT ANY AMOUNTS DUE, THE EVICTION OF THE GUEST, OR BECAUSE GUEST TAKES ANY ACTION TO RECOVER DEPOSITS NOT DUE, GUEST SHALL BE LIABLE TO OWNER FOR REASONABLE ATTORNEY'S FEES AND COSTS INCURRED BY OWNER.

23. SHORT-TERM RENTAL: IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THIS IS A SHORT-TERM VACATION RENTAL UNDER THE PROVISIONS OF CHAPTER 509, FLORIDA STATUTES, AND IS NOT A LEASE OR OTHER LONG TERM RESIDENTIAL TENANCY AGREEMENT. THIS AGREEMENT IS ONLY FOR THE LICENSED USE OF THE PROPERTY FOR THE STATED TERM. IT CREATES NO PROPERTY RIGHTS IN GUEST AND NO RIGHTS TO RENEWAL OR FOR RECURRING USAGE. THIS AGREEMENT IS ALSO NEITHER A TIME-SHARE SALE OR A PLAN OF TIME-SHARE DEVELOPMENT, NOR A VACATION CLUB.

24. FALSIFIED RESERVATIONS: ANY RESERVATION OBTAINED UNDER FALSE PRETENSE WILL BE SUBJECT TO FORFEITURE OF RESERVATION DEPOSIT AND FINAL BALANCE, IF PAID, AND SUCH PARTY WILL NOT BE PERMITTED TO CHECK IN AND/OR WILL BE SUBJECT TO IMMEDIATE EVICTION WITH THE FORFEITURE OF ALL AMOUNTS PAID.

25. SUCCESSION, ASSIGNMENT: THIS AGREEMENT IS BINDING ON, AND THE BENEFITS INURE TO, THE HEIRS AND PERSONAL REPRESENTATIVES OF THE PARTIES. HOWEVER, NEITHER THIS AGREEMENT NOR ANY RIGHTS HEREUNDER MAY BE ASSIGNED (IN WHOLE OR IN PART) BY GUEST.

26. GENERAL TERMS: THIS AGREEMENT IS MADE IN, AND SHALL BE GOVERNED SOLELY BY THE LAWS OF, THE STATE OF FLORIDA AND CHAPTER 509, FLORIDA STATUTES. VENUE FOR ENFORCEMENT SHALL BE WALTON COUNTY, FLORIDA . IF ANY SECTION, CLAUSE, PARAGRAPH OR TERM OF THIS AGREEMENT IS HELD OR DETERMINED TO BE VOID, INVALID OR UNENFORCEABLE, FOR ANY REASON, ALL

OTHER TERMS, CLAUSES OR PARAGRAPHS HEREIN SHALL BE SEVERED AND REMAIN IN FORCE AND EFFECT. THIS AGREEMENT IS TAKEN IN FULL COMPLIANCE WITH FEDERAL, STATE AND LOCAL FAIR HOUSING LAWS.

GUEST IS TO BE MINDFUL THAT THIS PROPERTY IS LOCATED IN A RESIDENTIAL NEIGHBORHOOD. GUEST IS EXPECTED TO BE COURTEOUS TO RESIDENTS AND GUESTS, TO BE RESPECTFUL OF THE RIGHTS OF OTHERS, AND TO NOT BE NOISY.

27. ACKNOWLEDGMENT: I/WE UNDERSTAND AND ACCEPT THE TERMS AND CONDITIONS ON ALL PAGES OF THIS AGREEMENT.

28. NO WAIVER: FAILURE TO ENFORCE ANY PORTION OF THIS AGREEMENT SHALL NOT AFFECT THE VALIDITY OF ANY PORTION NOT ENFORCED.

PLEASE ENCLOSE A CHECK OR MONEY ORDER. (PLEASE MAKE CHECKS PAYABLE TO CHRISTOPHER D. JAHRAUS, MD)

GUEST

DATE

GUEST

DATE

THIS AGREEMENT IS NEITHER VALID NOR ENFORCEABLE UNTIL COUNTERSIGNED BY THE OWNER(S) OR THEIR REPRESENTATIVE.

OWNER/OWNER'S REP

DATE

THE REGISTERED GUEST AND PARTY(IES) ON THIS AGREEMENT ARE THE ONLY OVERNIGHT GUESTS ALLOWED, UNLESS PRIOR WRITTEN PERMISSION IS RECEIVED FROM OWNER. THE GUEST SIGNING THIS AGREEMENT MUST BE AT LEAST 25 YEARS OF AGE AND WILL BE HELD RESPONSIBLE FOR ALL OTHER PARTIES AND/OR GUESTS OF THE GUEST FOR COMPLIANCE WITH THIS AGREEMENT, WITH LISTED POLICIES, ORDINANCES, RULES AND REGULATIONS AND FOR ANY LOSSES INCURRED BY OWNER OR TO THE PROPERTY DUE TO NEGLIGENCE OR VANDALISM.

CHECK NUMBER _____

AMOUNT _____

FLORIDA TAXES DUE _____

STATE PAID _____

COUNTY PAID _____

ON-SITE NOTIFIED _____

ELECTRONIC CODE _____