

## Tenant Rental Agreement – 2022

For purpose of this agreement, “Tenant”, “Renter”, “Party”, and “Guest” are considered the same person signing this Tenant Rental Agreement. “Tenant Guests” are others whom the Tenant may invite from time-to-time to use the premise. Premise is defined and include Owners rental Unit, Peppertree Bay Condominium Association Common Areas and facilities. Sub-renting of this unit is strictly prohibited without Owner Authorization.

**Unit Address:** Peppertree Bay Condominium Unit 1009 W Peppertree Dr, Sarasota, FL 34242 **Owner**

**Contact Information:** Cell: 941-706-4198 Email: SiestabeachfrontisKey@gmail.com

### Rental Rules:

Check In Time: After 3 P.M and Checkout is 10 A.M. No early check-in or late checkout without prior approval.

This is a NON-SMOKING unit. You will be charged \$ 300 for smoke cleaning and \$250 to remove smoke from the carpet which will be taken from your damage deposit.

PETS are not permitted in the rental unit under any conditions. The Peppertree HOA does not allow pets and is routinely enforced.

We ask that shoes, sneakers, and sandals be left at the door entrances. Please shake beach towels and equipment prior to bringing them in the condo. Please try not to sit on chairs and couches with wet bathing suits or suntan lotion. We appreciate your consideration as not to allow excessive sand and dirt in the condo.

**Reservation Deposit:** Reservations are not considered “guaranteed” until a signed Tenant Rental Agreement and the full reservation payment is received along with a copy of your driver’s license. Exact dates are detailed in your rental confirmation statement. 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.

**Damage Deposit:** A damage deposit of \$ 1000 is required prior to occupancy of the unit. The damage deposit is not applied toward rent; however, it is fully refundable within (14) days of departure provided the following provisions are met:

- No damage is done to the unit or its contents, beyond normal wear and tear.
- All charges accrued during the stay are paid prior to departure.
- All keys and security FOBS are left in the unit upon departure.
- No linens or towels are damaged or removed from the unit
- Plumbing toilets and sinks are in good working order. Clogging is your responsibility.
- Wine and other stains happen on occasion. Please immediately blot all stains and use appropriate cleaners found in the 1<sup>st</sup> floor closet on top shelf.
- We understand if you break a glass or plate-it happens. Please contact us so we can replace it and won’t charge your damage deposit.
- You can email us: [harryestrunk@gmail.com](mailto:harryestrunk@gmail.com) to communicate any issues you experience.

**Cancellations/Refund Policy:** A 120 day written notice prior to arrival date is required for cancellation. Cancellations that are more than 120 days prior to arrival date will incur no penalty. Cancellations or changes that result in a shortened stay that are made within 120 days of the arrival date forfeit the full advance payment and damage/reservation deposit. (Unless we are able to rent the condo in the same time period). Cancellation or early

departure does not warrant any refund of rent or deposit. We recommend you purchase vacation cancellation insurance in the event you are unable to use your reservation.

**Maximum Occupancy:** The maximum number of guests at our condo is limited to five (5) people including overnight guests. This is the number of adults and children 12 and over that the unit sleeps comfortably and safely. Please maintain the property in good order and appearance and be courteous to your neighbors.

**Minimum Stay/ Extended Stay:** This property requires a one (1) month minimum stay (28 to 31) days depending on the month. Longer minimum stays may be required during peak season (January-April). If a rental is extended (extended stay) for longer than one month tenant will be charged a prorated daily rate based on the first full month's rate. Extended stay rates may vary based on seasonal rate adjustments.

**Property Condition-Upon Arrival:** The property will be left in good condition upon your arrival. Any damage or notable condition found upon arrival should be reported to us within a few hours of your occupancy. I understand the property will be inspected after your departure. You agree to pay for all repairs/replacement that arise when the condition of the property is damaged and needs to be brought up to original condition as found.

**Inclusive Fees:** Rates include linen and towel set-up. All condo amenity fees are included in the rental rate except for reservation for private use of the beach and bayside clubhouses. Chairs and lounges are provided at the pool and beach on an availability basis at no charge.

**Housekeeping Service:** While linens and bath towels are included in the unit, daily maid service is not included in the rental rate. Bath towels or linens are not permitted to be taken to the pool or beach. However, beach towels are provided in the unit for your use. For your cleaning service during occupancy contact Wayne @ Top Shelf Cleaning 941-302-2070 which will be at your responsibility for payment.

**Owners Closet:** Locked owner closets are located in the Living Room and master bedroom/bath areas.

**Rate Changes:** Rates subject to change without notice. Receipt of your deposit and signed Tenant agreement locks in your rental rate.

**Security/Fire:** On-site 24-hour security is provided 7 days a week. Fire and Medical Emergencies 911 service is available. Two handheld fire extinguishers are provided within the unit, one is located under the kitchen sink and a second is located on the mailbox by the front door.

**Parking / Visitor Parking Passes:** The Tenant has one parking space assigned by number 1009 in the parking lot adjoining the walk to our unit. Parking passes are obtained from the Peppertree Bay Association by the owner. Tenant and Tenant guests must display a parking pass on the rear-view mirror of their vehicle at all times. Failure to display a parking pass may result in towing of vehicle at Renter expense. Any additional cars can park in spaces labeled guest in the parking lot within the development – always displaying a parking pass.

**Pool Rules:** There are two pools in the Peppertree Development, one Gulf Beach side and one Bay side. No children under the age of 12 are permitted in the pool without adult supervision. Pool rules are clearly posted and must be adhered to. There is no life-guard on duty at either the pools or beach. Swim at your own risk.

**Utilities:** Owner pays for basic cable service, internet, water and electric. Tenant is responsible for any added-on service. You will be provided the internet network password in your welcome packet.

**Pest Control:** Many different pests live in this region. This unit has been professionally treated by a licensed commercial pest control company with complete preventative treatments in an effort to keep all pests and bugs outside. Should you experience a pest control issue, please contact the owner.

**Acts of God:** Owner shall not be liable for events beyond their control which may interfere with Renter occupancy, including but not limited to Acts of God, acts of Governmental Agencies, Fire, Strikes Terrorism, Red Tide or inclement Weather (See Hurricane or Storm Policy). No refunds will be offered in these circumstances unless otherwise specified in this Tenant Agreement.

**Hurricane and Storm Policy:** No refunds will be given unless for State or local authorities order for mandatory evacuation under a "Tropical Storm/Hurricane Warning". The day that authorities order a mandatory evacuation order as a result of a pending "Tropical Storm/Hurricane", and the Tenant has vacated the unit under the mandatory evacuation order, owner will refund: (1) Any unused portion of rent from a currently registered Tenant, if said Tenant chooses to cancel their stay. (2) Any advance rents collected or held on deposit for a Tenant that is scheduled to arrive during the "Hurricane Warning" period and cancels their rental reservation.

**Indemnification:** Tenant agrees to indemnify and hold harmless Owner (or designated Rental Agent) and the Peppertree Bay Condominium Association from all personal claims or suits of third persons (Guests) for any accidents, injuries or illnesses resulting while on the premises. Owner is not responsible for the loss of personal belongings or valuables. Therefore, by accepting this Tenant Rental Agreement it is commonly agreed that Tenant assumes all risk of any harm arising from use of the premise. Tenant shall hold Owner harmless and indemnified from and against all loss, injury or damage occasioned by the use or misuse of abuse of any part of the premises, parking lot or community and from or against any omission, neglect or default of Tenant, his guests, licensees, or invitees.

**Written Exceptions:** There are no oral agreements attached to this agreement. All changes to this agreement must be in advance in writing and signed by both owner and Tenant.

**Departure:** When you leave please make sure all windows and doors are closed and locked. Put dirty dishes in the washer and start. Wash all pots and pans etc and return to the proper location. Please put all garbage/recycles in bags and discard in the trash/recycle bins outside. Turn off all lights and set both downstairs and upstairs thermostat's to 80 and lock both front and rear doors.

**Communication:** Contact with the Strunk's (Harry and Laurie) – feel free to call/email Harry: cell :941-706-4198 /email : [SiestabeachfrontisKey@gmail.com](mailto:SiestabeachfrontisKey@gmail.com)

In signing this agreement, I have read and fully agree to all of the above policies.

\_\_\_\_\_ (Sign and Date)

\_\_\_\_\_ (Sign and Date)

Both Laurie and I welcome you to our home and wish you a memorable vacation experience.

This Tenant Agreement is three pages.