

This is a sample agreement. All the variables show in this sample will be populated with the pertinent info pertaining to your reservation with us! Your reservation is not finalized until this agreement has been signed!

RENTER AGREEMENT for {PDISPNAME}

Arriving: {BARR} ({BCHECKINTIME} or later)
Departing: {BDEP} ({BCHECKOUTTIME} or earlier)
Staying: {BNNGHTS} nights
Party Size: {BGPARTY}

Property	Dates	Renter (or "Guest")
Name: {PDISPNAME}	Arrival Date: {BARR}	Name: {CFULL}
Capacity: {PMAXGUESTS}	Departure Date: {BDEP}	Phone: {CPHONEPR}
maximum guests	Booked Nights: {BNNGHTS}	Email: {CEMAILPRIME}
Address: {PADDRS}	Check-In Time: {BCHECKIN}	Address: {CADDRPRIMES}
	Check-Out Time: {BCHECKOUT}	

This Renter Agreement ("Agreement") is made and effective {BCRE} ("Agreement Date") between Manasota Key Condos ("Owner and/or Manager") and {CFULL} ("Guest") regarding the property known as {PDISPNAME} ("Rental Property") which is located at:

{PADDRM}

This Agreement applies to the Guest's stay at Rental Property from {BARR} to {BDEP} but also applies to any other dates which may be included if the reservation is changed.

This Agreement applies to all members of the Guest's party no matter the age or affiliation. Guest acknowledges that Guest is responsible for sharing the renter agreement, and its requirements, with all members of the Guest's party and anyone else permitted onto the Rental Property by the Guest.

In consideration of the rent received and the mutual promises contained herein, Owner of the Rental Property does hereby lease and rent to Guest(s) such Rental Property under the following terms and conditions:

1. Guest agrees to abide by all rules and regulations contained herein or posted on the premises related to the Rental Property. Guests obligations include but are not limited to keeping the premises as clean and safe as the conditions of the premises permit and causing no unsafe or unsanitary conditions in the common area and remainder of the premises that Guest uses. Guests agree not to use the premises for any commercial activities or purpose that violates any criminal law or governmental regulation. Guest's breach of any duty contained in this paragraph shall be considered material and shall result in the termination of guest occupancy with no refund of any kind.
2. In no event shall the Rental Property be occupied by more persons than the capacity of the property as stated on the web site or the confirmation letter, without prior approval by Owner. No fraternities, school, civic, or other non-family groups are allowed unless Owner grants prior approval. In no event shall Guests assign or sublet the Rental Property in whole or in part. **Violations of these rules are grounds for expedited eviction with no refund of any kind.** Guests hereby acknowledge and grant specific permission to Owner to enter premises at any time for inspection purposes should Owner reasonably believe that Guests are causing or have caused any damage to Rental Property. Guest further agrees to grant Owner access to Rental Property for purposes of maintenance and repair. If listed "For Sale", Guests agree to grant access by scheduled appointment upon notification.

3. In the event Guest wishes to terminate this agreement, the Cancellation and Refund policy is as follows:
CANCELLATION POLICY: 60 days or greater before arrival date: Should you need to cancel your reservation with more than 60 days notice prior to the arrival date, a cancellation fee of \$200 will be charged. All other funds will be refunded in the manner they were received. Please allow 5 to 7 business days for the funds to appear on your card on file. Less than 60 days before arrival date: Should you need to cancel your reservation with less than 60 days notice prior to the date of your arrival, you will forfeit all funds paid to date. We recommend purchasing travel insurance that will cover your entire trip in the event of unplanned circumstances.
4. A payment of 50% is taken by Owner at the time of the booking. Any remaining balance must be paid {BSPDAY} days prior to the arrival date, or this Agreement may be cancelled by the sole option of the Owner. An automatic credit card payment for the remaining balance will be scheduled by the Owner to be made {BSPDAY} days prior to the arrival date. The credit card of the first payment is used if a credit card was provided. If the automatic payment fails for any reason, it is the responsibility of the Guest to make sure that the remaining balance is promptly paid in full, or the reservation will be canceled with no refund of payments made. All policies contained in this Agreement shall apply equally to payments made by credit card, check or cash and whether made via website, by phone or in person. Any refunds due to Guests from a credit card payment will be refunded by credit card transaction; all other refunds will be made by check.
5. Manasota Key Condos charges each Guest a non-refundable Damage Waiver in the amount of \$45. This fee, which is charged in lieu of a traditional damage deposit, is used to ensure that minor accidental damage (<\$1,000) is promptly fixed at no additional cost to Guest. If Guest wishes to opt-out of the non-refundable damage waiver program, a \$300 security deposit remitted by check or credit card, with Guest's final payment, 60 days in advance of check-in is allowed. To opt out, Guest shall call 908-500-2158 or email John@ManasotaKeyCondos.com.
6. The Damage Waiver Fee does not cover intentional damage, theft, unauthorized entry into the Owner's supply closet, unauthorized pets, extensive cleaning required at check-out, smoking, exceeding occupancy limits or parking limits, and any other charges/policies in Manasota Key Condos' Rental Policies and Rental Agreement including any fines imposed on Manager 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 costs 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 also be charged immediately to Guest's credit card. Guest 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 visitor's part, except in the case of normal wear-and-tear reported to Manasota Key Condos within 48 hours of Check-in. The Damage Waiver Fee does not substitute for Guest's responsibility to leave The Property in appropriate condition. The Damage Waiver Fee does not negate Guest's responsibilities as a responsible renter, nor does it relieve Guest from responsibility for intentionally destructive acts of Guest or other members of Guest's party while in occupancy. Guest must notify Manasota Key Condos of any damage or theft to the unit during Guest's occupancy or upon vacating. The Property will be carefully inspected after Guest's departure and any damage, theft or other incidents which occur during Guest's occupancy and which have not been disclosed to Manasota Key Condos prior to Guest's leaving will remain Guest's obligation. The maximum aggregate amount of accidental damage that is covered by the Damage Waiver Fee is listed in this Renter Agreement. Any damage in excess of this amount remains the responsibility of Guest. All waivers of theft or damage will be administered by Manasota Key Condos at The Property. Manasota Key Condos will have the sole authority to determine the nature and extent of damages, necessary repairs and eligibility for the waiver of liability described herein. The Covered Guest must report any theft or damage to The Property or its contents prior to checkout or any otherwise applicable damage waiver will be void.
7. TERM OF COVERAGE: The Damage Waiver takes effect upon check-in on the booked arrival date to The Property, together with receipt of payment of the waiver fee, at or before check-in. All coverage shall terminate upon normal check-out time of The Property or the departure of the Covered Guest, whichever occurs first.
DAMAGE WAIVER FEE CONDITIONS: The plan will not include liability for damage or theft resulting from, Intentional acts of a Covered Lessee, Gross negligence or willful and wanton conduct, Theft of or damage to any personal property owned by, or brought onto the premises by Guest/Guest's visitor(s), Theft without a valid police report, Damage caused by any pet brought onto The Property by Guest/Guest's visitor(s), Property damage resulting from motorized vehicles or watercraft operated by Guest/Guest's visitor(s), Loss of use of The Property for any reason. Acts of God. Normal wear and tear, Any cause, if the Covered Guest does not report the damage to Manasota Key Condos prior to check out.
8. Regular payments and security deposits for the booking will be displayed as {PCCSTEXT} on the Guest's credit card statement.
9. Guests are prohibited from having pets.

10. Guests must inform Manasota Key Condos of their intention to bring children and the specific number. A child is defined as any person under the age of 18.
11. No refunds will be provided due to inoperable appliances, pools, hot tubs, elevators, etc. The Owner will make every reasonable effort to assure that such appliances will be and remain in good working order. No refunds will be given due to such occurrences as power blackouts, water shortage, flooding, snow, construction at adjacent properties, red tide, pandemics, or mandatory evacuations of the area by county officials due to hurricanes or other potentially dangerous situations arising from acts of god or nature.
12. Guest is responsible for all shipping costs for any Lost and Found items that Owner is requested to return to Guest. Items found and not claimed within 30 days will be disposed of at the discretion of Owner.
13. In the event Owner is unable to make Rental Property available for any reason other than described above or a reasonable substitute as determined by Owner, Guest agrees that Owner's sole liability as a result of this unavailability is to provide a full refund of all monies paid under this Agreement and Guest expressly acknowledges that in no event shall Owner be held liable for any special or consequential damages which result from this unavailability. Guest also agrees to indemnify Owner from and against liability for injury to Guest or any other person occupying Rental Property resulting from any cause whatsoever including, but not limited to, injury sustained as a result of use of the phone, spa, hot tub, sauna, whirlpool tub, pool, exercise equipment, elevator, etc. except only such a personal injury caused by the gross negligence or intentional acts of the Owner.
14. Owner may terminate this Agreement upon the **breach** of any of the terms hereof by Guest. Guest shall not be entitled to the return of any rental monies paid under the terms of this Agreement and shall vacate the Property immediately.
15. Agreement shall be enforced under the laws of the state of Florida, including any applicable rental acts of that state, and represents the entire Agreement. Any amendments must be in writing and signed by both parties. In the event of a dispute, legal action may only be instituted in the county within which the Rental Property is located. If any part of this Agreement shall be deemed unenforceable by law, that part shall be omitted from this Agreement without affecting the remaining Agreement.
16. The Rental Property may offer access to recreational and water activities, including but not limited to canoes, bicycles, and swimming. Guest fully understands and acknowledges that outdoor recreational and water activities have inherent risks, dangers and hazards. Participation in such activities and/or use of equipment may result in injury or illness including, but not limited to bodily injury, disease, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious disability. Guest agrees to fully indemnify and hold harmless the Owner and any and all agents, employees, or contractors for any injury or damage caused by these activities, whether caused by the negligence of the Owners, the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature or other causes foreseeable or unforeseeable. Guest hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the Owners or by any other person. Guest hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify Owner and any and all agents, employees, or contractors from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my use of Rental Property facilities, equipment, or activities. Guest further assumes full responsibility for the actions of any and all persons whom he may allow to enter the property during the rental period and indemnifies Owner from any and all claims arising from such other persons.

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained, Guest has read and agreed to the following:

I understand the rules and rental conditions upon which I am agreeing to rent accommodations, equipment, and use of the property. I acknowledge and accept that the sole responsibility for safety lies with the participant. In agreeing to this, I acknowledge that outdoor activities and exposure to the natural elements and animals can be dangerous and sometimes result in injury and even death. Steps and decks can be slippery, animals and insects can threaten and infect or injure, exposure to the elements can cause hypothermia, sunburn, among other risks inherent in participating in camping, outdoor and water activities. I know that alcohol and/or drugs do not mix safely with any outdoor activity.

I am over the age of 18 and assume responsibility for those in my charge under the age of 18. I hereby assume all legal responsibility for bodily injury to me or to any person on the property as a result of my visit and use, operation or possession of equipment hired or loaned to me. Acknowledging this, I accept complete responsibility for the minor children and myself in my charge and visit the property and equipment and engage in activities or events at my own risk.

I will abide by the rules and accept these rental conditions:

- The property I rent will be returned in the same condition in which it was rented and I will be responsible for all damage and/or loss that occurs during my rental period.
- I agree to hold harmless and to indemnify the Owner of the Rental Property against all loss, damage, expense and penalty on account of personal injury or property damage to the rental dwellers, the undersigned or to any minor child or children in the charge of the undersigned, howsoever rising, whether by act or acts or failure to act of the employees, owners or animals of the said company or property owners or not.
- I acknowledge receipt of the property in good order and condition (if found otherwise per my arrival I will contact Owner immediately) and further agree that the Owner of the Rental Property shall not be liable for consequential damages of any kind or nature from whatever cause arising, whether property or equipment is loaned or rented.
- I enter into agreement freely with the Owner of the Rental Property at my own risk, acknowledging the risks inherent in indoor and outdoor activities and assume any and all responsibility for the minor children and myself in my charge.
- All parties agree to and will comply with Federal, State and County pollution laws and any other applicable laws and regulations.