

Naples Play n Stay Vacation Rental Agreement

Thank you for choosing our vacation home for your vacation. We hope you enjoy your stay. The Property is located at 1265 Briarwood Court, Naples, Florida 34104 and is a furnished 3 bedroom, 2 bath home with pool in a gated community with 24 hour security.

Upon the terms and conditions herein stated, this Vacation Rental Agreement ("Agreement") is entered into between Keith McCullen ("Homeowner") and the Guest identified below ("Guest").

Guest information (please print with ink):

Name: _____

Address: _____

Home Phone: _____ Cell: _____

Emergency Contact: _____

E-Mail: _____

This Agreement is for a term beginning on ("Arrival Date")
_____, 20___ and ending on ("Departure Date")
_____, 20___. Check-in is 3 p.m. and Check-out is 10 a.m.

Fees and Payments: It is hereby agreed that the Rent and Fees for the Property are as follows:

Term Rental Amount \$ _____

State of Florida Tax @ 6% _____

Collier County Tourist Tax @ 4% _____

Cleaning Fee _____

Security Deposit _____

Briarwood POA Vehicle Registration Fee _____

Total \$ _____

Reservation Deposit due on or before: _____ \$ _____

Final Payment due on or before:
_____ \$ _____

Please make checks payable to "McLE, LLC".

Names of Guests: _____ Age: _____ Relationship: _____

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Key Procedures: Access to a lock box will be provided to Guest at the time of Final Payment. When Total Amount Due is paid in full, a key code to the Property lockbox 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/Damage Deposit is required to be paid at the time this Agreement is signed and returned to the Homeowner. 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 right and privileges hereunder.

No Guest under the age of twenty-five (25) shall be allowed to rent this Property. Guests are not allowed to throw parties nor have guests overnight who are not listed on the Rental Agreement. Any reservation obtained under false pretenses will be subject to forfeiture of Reservation Deposit and Final Balance, if paid. Subletting is not permitted.

Guests are responsible for the safety of themselves, their children, and their guests. Pools are for guests use only. Please remember you are in a residential area. Any disturbance resulting in neighborhood complaints or police action, or other illegal activities, damage to the vacation rental, or violation of the Agreement or rules and regulations governing the vacation rental, we be considered sufficient cause for immediate termination of your stay, and all monies paid will be forfeited. The OWNERS or HOMEOWNERS ASSOCIATION ARE NOT RESPONSIBLE for any injury to any guests or for the loss, theft or damage to any guests' property/belongings associated with the rental property or the common property areas.

Guest understands that the Rental Property is a non-smoking unit and agrees to smoke outside of the lanai at rear of property. Detection of smoking in the home or lanai results in forfeiture of damage deposit and results in additional Cleaning Fee to Guest and charged to credit card on file.

Pets are not permitted (unless prearranged with Owner), \$75.00 per pet (maximum of 2). Guest will forfeit security deposits and may incur additional cleaning fees and flea treatment if pets are permitted inside our home without permission. Note: We expect you to clean up after your pet. Please bring all records.

Property Condition and Security Deposits: Please note that the property has been checked before your arrival. If you have any remarks please give us written notice within 24 hours after your arrival. This will be your evidence at move out.

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REPAIRS: It may be necessary for us to enter the Property during reasonable hours for any purpose connected with the repair, care or management of the Property. Every effort is made to keep all items in good working order. Please notify us immediately, within 48 hours of occupancy or occurrence, or Guest will be held liable for all such damages or repairs. Homeowner will not be responsible for any unauthorized expenses incurred by guest or his/her guests. No rebates or reduction in rent will be made for mechanical failures or malfunction, interruption of utilities or other maintenance problems such as air conditioner, heater, dishwasher, washer, dryer, TVs, swimming pools or appliances.

Housekeeping: The Property has been cleaned before your arrival and after you depart. Do not move the furniture. Moving furniture could result in a loss of security deposit. Guests are responsible for laundry needs during their stay. Please strip beds of sheets when checking out. Please do not overload the washer. All dirty dishes must be placed in dishwasher and dishwasher started. Housekeeping will put dishes back in cabinets. All trash to be placed in wheeled trash container in garage upon your departure. Please do not leave trash in house. All food should be removed from refrigerator and freezer. Trash to be placed in wheeled trash container and moved to street on Monday and Thursday.

Mandatory Evacuation: Cancellation or early departure due to inclement weather including hurricanes, mandatory evacuations or states of emergency, does not warrant a refund for rent or deposit. Purchase of Trip Cancellation and Interruption Insurance is highly recommended. No refund is due (or will be made) for inclement weather. Guest and parties listed must comply with mandatory evacuation order.

Cancellation Policy: If, for any reason, the Guest cancels this Agreement more than sixty (60) days before Arrival Date, the Reservation/Damage Deposit will be refunded. Cancellations within 59 days of Guest Arrival Date and the Reservation/Damage Deposit will be forfeited. Cancellations within 29 days of Guest Arrival Date and the Full Rental Amount will be forfeited. Failure to pay the Final Payment within 60 days of arrival will be considered a cancellation and will result in forfeiture of the Reservation Deposit. All deposits will be refunded by check payable to the first Guest listed on this Agreement, within forty-five (45) days of Guest's "Departure Date".

Liability and Damage: Guest agrees to defend, indemnify and hold Homeowner 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

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Agreement, including Guest, additional invitees or visitors of the 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.

Cause for Eviction: The guest and all parties with the Guest will be subject to immediate eviction from the Property of the Guest or parties of the Guest violate any term of this Agreement, including but not limited to, violation of the occupancy limits, pet provision, smoking, or noise ordinance. In the event of eviction from the Property, the Guest shall forfeit all amount paid and there will be no refund of money.

Attorney's Fees and Costs: If Homeowner employs the services of an attorney to enforce any conditions of this Agreement, to collect any amount due, the eviction of the Guest, or because Guest takes any action to recover deposits not due, Guest shall be liable to Homeowner for reasonable attorney's fees and costs incurred by Homeowner.

Short-Term Rental: it is expressly understood and agreed that this is a short-term vacation rental property 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.

Succession, Assignment: This Agreement is binding, and the benefits inure to, the heirs and personal representative of the parties. However, neither this Agreement nor any rights hereunder may be assigned (in whole or in part) by Guest.

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 Collier 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, without regard to race, color, religion, sex, country of origin, handicap or familial status.

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 not to be noisy.

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Please remember you are renting a private home, please treat it with same respect you would like shown your home.

BY SIGNING THIS AGREEMENT THE GUEST AGREES TO “HOLD HARMLESS THE HOMEOWNER IN ALL CLAIMS AND LEGAL MATTERS INCLUDING BUT NOT LIMITED TO DEPOSIT MONIES, HURRICANES, FLOODS OR OTHER ACTS OF NATURE, DAMAGED PROPERTIES, FIRE, THEFT LOST OR STOLEN PROPERTY, PEST INFESTATION AND CHANGES IN ZONING LAWS AFFECTING RENTALS, INJURY OR DEATH. THE GUEST UNDERSTANDS THAT THIS AGREEMENT IS BETWEEN GUEST AND HOMEOWNER (LANDLORD) AND ALL DEPOSIT MONIES BECOME PROPERTY OF LANDLORD

Signature of Guest (ink) _____

Signature of Guest (ink) _____

(Print)

Please sign, print and return one (1) copy of this confirmation/rental agreement rules with deposit and rental checks to: (Please initial all pages 1 through 4 after reading).

McLE, LLC
5167 Vincent Trail
Shelby Township, MI 48316
Attn; Keith McCullen