



443-463-8902  
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## Short Term Rental Agreement

<b>Rental Address</b>	135 Plaza Del Sol Islamorada, FL 33035	<b>Security Deposit</b>	
<b>Term of Rental:</b>		<b>Rental Amount</b>	
<b>Check in Date/Time</b>		Pet Fee (If Applicable)	
<b>Check Out Date/Time</b>		Fee _____	
		<b>Total Rental Amount</b>	

<b>Tenant Name/s:</b>		<b>Total # of Occupants:</b>
<b>Email Address:</b>		
<b>Mailing Address:</b>		<b>Notes:</b>
<b>Phone Number/s:</b>		

This agreement is entered into on \_\_\_\_\_ between the above referenced Tenant hereinafter referred to as "Tenant", and Paul J. Lebling managing partner of Paul J. Lebling Family, LLC. hereinafter referred to as "Owner". Tenant agrees to rent from the Owner the above referenced property.

In order to complete your reservation you must initial and sign all areas indicated in this agreement along with paying the deposit and 1/3 of the total rental amount. You can make the payment by following the link to your invoice on paypal that is provided in your rental email. We need to receive this agreement, deposit and 1/3 rental amount within 72 hours of today's date. If you wish to pay by check please contact us so that we can send you our information. **This agreement will not be valid until both the signed agreement and payment is received.**

**This agreement and any attached addenda constitute the entire agreement between parties and may not be changed or terminated orally. By accepting this reservation you confirm that you are at least 18 years of age and it is agreed that all Tenants and guests are expressly assuming the risk of any harm arising from their use of the premises or others whom they invite to use the premises.**

Tenant Sign: \_\_\_\_\_ Date: \_\_\_\_\_

Owner Sign: \_\_\_\_\_ Date: \_\_\_\_\_

### Terms of your rental:

1. Tenant agrees to pay the Owner the total rental amount for use of the premises during the rental term. 1/3 of the total rent amount is due along with your security deposit at the time of signing this rental agreement. The remainder of the rental charges are due thirty (30) days prior to the beginning of your rental term. You will receive a reminder email about six (6) weeks prior to your arrival requesting the balance of your rent payment.
2. At the time of signing this rental agreement the Tenant shall pay the Owner a damage/reservation security deposit along with 1/3 of the total rental amount. This must be received within 72 hours of today's date to secure your rental. The deposit automatically converts to a security/damage deposit upon arrival. The deposit is NOT applied toward your total rental amount. The security deposit, less \$200 cleaning charge and less any amounts required to cover damages shall be returned to the Tenant upon receipt of the keys the the premises and beach pass to the Owner.
3. Cancellation of the rental term must be provided to the Owner in writing at least thirty (30) days prior to the beginning of the rental term. If less than thirty (30) days written notice is given of the Tenants intention to cancel this agreement, the Tenant shall remain liable for the entire rental amount due for the period covered by this agreement. If the Tenant gives thirty (30) or more days notice of intention to terminate this agreement, the Tenant shall be liable for the forfeiture of the Security Deposit and any rental money already paid to the Owner.
4. Tenants will be issued keys and a beach security card during their stay. Tenant agrees to pay the Owner \$25.00 for each lost key and \$75.00 for each lost beach security card. Keys not returned promptly to the Owner will be considered lost.
5. **NO SMOKING** permitted in the unit either by the Tenant or any guests of the Tenants.
6. No Pets shall be permitted in the property.
7. Tenant agrees to limit the occupants, including any guests that visit the property, during the rental period to a maximum of ten (10) occupants and/or guests.

8. Your rent includes basic cleaning after you leave. If excessive cleaning is required, or if items are stained, damaged or missing this could result in the forfeiture of some or all of your security deposit, NO items shall be removed from the unit.
9. Volume and noise levels must be kept to a level that will not disturb other Tenants.
10. Owners are not responsible for any loss, damage or stolen property owned by Tenant or guests of the Tenant.
11. **STORM POLICY:** Hurricane or Storm Policy: No refunds will be given unless: \*\*The State or Local Authorities order mandatory evacuations in a 'Tropical Storm/Hurricane Warning area" in the location of the rental property. The Tenant will be refunded a per day amount that the property is unable to be used due to a mandatory evacuation.
12. Tenant and any guest of the Tenant shall indemnify, defend and hold harmless for any claim, loss or liability arising out of or related to any activity on premises. Owner is not liable for any personal injury. Tenant is responsible for the conduct of all guests and visitors to the premises during the rental period.
13. In the sole opinion of the Owner, should the Tenant and/or their guests and/or their visitors, be intoxicated, immoral, profane, lewd or brawling, disturbing the peace and quiet of others in the neighborhood, injuring the dignity or standing of the premises, the Owner has to right to proceed with the summary ejection of such Tenants and guests via lock out upon written or oral notice given to the Tenant at the premises.
14. The Tenant agrees that the Tenant shall be liable for any damages to the premises, including the interior/exterior of said property and surrounding grounds, or the personality of the premises caused by the Tenant or any guests and/or visitors of the Tenant. The Tenant agrees to pay within seven (7) days of written notice or email to Tenant by Owner, the cost of any damages incurred; such damage to include replacement cost of the personality, to be paid to the Owner. The Tenant also agrees to indemnify the Owner for any damages or costs occasioned by the action or negligence of the guests.
15. Tenant will not sublet or rent any part of the premises or assign this agreement without prior consent of the Owner.
16. The Tenant agrees that the Tenant is responsible for any Attorney's fees and costs incurred by the Owner in enforcement of the terms of this agreement.
17. Travel Insurance - We highly recommend all guests purchase travel insurance.

135 Plaza Del Sol  
Islamorada, FL 33036  
Rules

- Check in time is 3:00PM
- No Pets Permitted
- No Smoking Permitted
- No more than 10 people are to be staying in the house at any time.
- Sleeping in campers or boats at the property is not permitted.
- AC will be set at 83 degrees. Please reset for your comfort. When AC is on please keep all windows and doors closed.
- All linens are provided except beach towels. Please remember to bring your own towels for beach and pool use. Blankets, bedspreads and towels should not be removed from the house for beach or pool use.
- Glass or glass containers are not permitted in or around the pool.
- Pool and porch furniture is meant for pool and porch use only. Do not remove from premises for beach or other purposes.
- Pool safety is the responsibility of the Tenant. Please do not leave children unsupervised. This house is set up to handle 9-10 people, the pool is the same. The size of the pool and the chemicals used to keep it clean can not handle large amounts of guests.
- **By law the fence around the pool must remain up at all times!** You can open the fence around the pool stairs while you are using the pool. The fence must be completely closed when you are not using the pool. The Tenant is responsible for making sure the fence is in place during the entire duration of the Tenant's stay.
- No more than 1 boat trailer can be stored on the rental property at any time. If storing a trailer on the rental property, please store it in the carport.
- Please check that your boats are secured properly when tying up at the seawall. Owner of property is not responsible for any damage or losses including theft of Tenants' boat/s.
- Davits are not included in the rental of the property and are not to be used by the Tenant/s.
- In courtesy to surrounding neighbors, please keep noise to a minimum.

To help keep cleaning costs in line and in courtesy to the next renters the following must be done before checking out:

- Check out time is no later than 11:00AM
- All dishes, pots and pans should be thoroughly washed and put away before you check out.
- Dishwasher should be empty.
- All trash should be emptied and placed in the trash cans in the carport.
- Propane grill should be cleaned and returned to the storage area. If propane tank is empty please have it filled.
- All bed sheets must be washed, dried, folded and left on the end of the bed.
- All used towels should be placed in a pile outside the bathroom door.
- AC temperature should be placed back on 83 degrees. All ceiling fans should be turned off.
- Close and lock all windows and doors.
- Please do not leave any pool toys or beach chairs in storage area. Take them with you.
- Return by mail all keys and beach passes. Upon receipt of keys and beach pass your security deposit will be returned as soon as possible. You can expect your security deposit within 7-14 days.