



RESIDENTIAL REAL ESTATE, INC.

SEASONAL RESERVATION CONFIRMATION

Please bring your copy with you on arrival

We thank you for choosing COLDWELL BANKER RESIDENTIAL REAL ESTATE, INC. ("Broker"). Please review the information below and on the reverse side. If Terms and conditions are acceptable, please sign this confirmation form and return to your LEASING ASSOCIATE. If you are renting the unit sight unseen, your signature on this reservation releases Broker and its representatives from any deficiencies you may find in the unit upon your arrival.

Tenant Name, Drivers Lic. # & State, Tenant Address, City, State, Zip, Home Phone, Business Phone, # of Occupants, Complex, Address, Unit #, City, State FL, Zip, Unit Phone, Parking Space, Key#, Check In Date, Check Out Date

PAYMENT OF UTILITIES AND SERVICES: Tenant is responsible for all Long Distance charges and any extra cable service.

Table with columns for Tenant and Owner, and rows for Electric, Gas, Basic Phone, Cleaning Charge, Other, Water/sewer, Pest Control, Basic Cable, Softener Salt, Trash, Pool Service, Yard & Lawn, HOA App. Fee

Make checks payable to "Coldwell Banker" unless otherwise instructed in writing. Taxes are subject to change.

Total Rent Due, Processing Fee, Cleaning Fee, Other Fee (Pet Fee, etc.), Total Due for Tax, Security Deposit

Total Funds Due

PAYMENT SCHEDULE table with columns: Amt. Due, Date Due, Office Use

ASSOCIATION FEE: \$ MAKE PAYABLE TO ASSOCIATION -

Special Stipulation:

Broker will hold Seasonal Cleaning / Damage / Utility Deposit (Security Deposit) unless otherwise specified here:

Owner will hold security deposit Association Holds the Association Deposit

Owner Name: Address:

RIGHT OF ENTRY: Unit is or is not currently listed for sale. Upon 24 hours notice, Owner or Owner's representative has the right to enter the unit for the purpose of showing the unit to prospective purchasers or tenants, to make repairs, or to inspect unit.

This Seasonal Reservation Confirmation is intended to be a legal and binding contract, notwithstanding that Tenant may be required to execute a lease in a form required by the association prior to move-in. YES or NO

TERMS OF AGREEMENT INCLUDE REVERSE SIDE. Tenant's signature below signifies their agreement with all terms on both sides. If you do not fully understand this agreement consult an attorney.

Tenant Signature, Date, Owner Signature, Date, Leasing Associate, PC#, Office phone, Listing Associate, PC#, Office phone, Office Address

Short-term Rental Rules, Regulations & Disclosures

1. **AGENCY:** Tenant understands and agrees that Broker and its associates are the agents of Owner and will be compensated by the Owner.
2. **CHECK-IN:** Check-in time is any time after 3:00 p.m. Upon arrival, you will pick up your keys at the office address listed on the reservation form during business hours until 4:30 p.m. If you plan to arrive after 4:30 p.m., or on the weekend, you will need to call your PROPERTY MANAGER OR LEASING ASSOCIATE at least one week in advance to arrange special timing for key pick up.
3. **CHECK-OUT:** Check-out time is any time before 11:00 a.m. Tenant shall be liable for any damages as a result of late check-out.
4. **PAYMENT:** All money is due 30 days prior to check-in date in the form of a check, cashier's check, money order or travelers check. All funds must be drawn on a U.S. Bank. For wire transfer, please allow 10 days – consult with your agent for wire transfer instructions.
5. **OCCUPANTS:** Only those designated in this agreement as Tenant shall occupy the unit unless written consent of Owner or Owner's agent is obtained. Tenant agrees to abide by all occupancy rules of association or other governing agency.
6. **ASSOCIATION RULES AND REGULATIONS:** Anyone occupying a unit governed by a homeowners or condominium association shall abide by all association rules and regulations. Tenant shall not be permitted to take occupancy unless Tenant has obtained all required association approvals. Tenant shall have sole responsibility for making application to the association and shall do so within the time frame required by association. Tenant agrees to comply with all association requests for information.
7. **ACCOMMODATIONS:** Due to circumstances beyond the control of Broker, if your designated unit is not available for any reason, Broker will use its best efforts to locate a comparable substitute unit. In the event a substitute unit is not available, Tenant agrees to hold Broker, its agents and representatives harmless for any damages, costs or inconvenience suffered.
8. **PETS:** Pets are not permitted. If Owner chooses to make an exception to this rule, Tenant agrees to execute a pet addendum and Owner may charge non-refundable pet fee and/ or a refundable pet Deposit. Non-refundable pet fees are subject to sales and tourism tax.
9. **SMOKING:** All units offered by Broker are non- smoking unless specific written permission is given in special stipulations clause on reverse side.
10. **SEASONAL CLEANING /DAMAGE/ UTILITY DEPOSIT:** This Deposit is required with all confirmed reservations and shall not be applied to the rent. Owner may apply Deposit to electric, telephone, cleaning charges, taxes and damages as applicable. Deposit balances will be refunded after Owner receives final utility bills. Any damages caused by Tenant will be deducted from the Deposit but not necessarily limited to the amount of the Deposit. Tenant agrees to submit payment for long distance and electric charges as they are submitted to Tenant during the rental term. Any balance of utilities left after check-out will be deducted from the Deposit and if any additional sums are due over and above the amount of the Deposit, Tenant agree to send payment on demand from Broker or Owner. Deposit balance, if any, may take up to 60 days or more to refund due to time necessary for owners to receive utility bills.
11. **CANCELLATION TERMS:** (i) Tenant may cancel this agreement and pay a \$150 cancellation fee to Broker by providing Broker with written notice by certified mail at least 90 days prior to check-in date. (ii) If Tenant cancels this agreement less than 90 days prior to the check-in date, Tenant shall be obligated to pay all rent payments specified in this agreement. (iii) Owner may cancel this agreement at least 90 days prior to check -in date and all advance funds will be refunded to Tenant. Owner or Broker shall not be responsible for any costs Tenant may incur for travel or other arrangements in the event of cancellation by Owner or Tenant.
12. **MISCELLANEOUS CHARGES:** Tenant shall be assessed Locksmith charges and Association charges, if any, for each key, pass or pool tag lost or not returned to Broker or Owner upon check-out date. Such charges will be deducted from the Deposit. Tenant agrees to pay Broker \$35.00 to provide access to the unit in the event of a lock out.
13. **CLEANING CHARGES:** Tenant agrees to pay the housekeeping charges – (charges vary with size of property). Tenant shall be required to clean all dishes prior to check-out. Tenant shall not be responsible for making up beds at check-out. Tenant authorizes Broker and Owner to deduct these charges from the Deposit. If Broker determines, in its sole discretion, that excessive dirt, furniture stains, carpet stains or other damage is present, additional charges will be assessed and deducted from Deposit. In the event damages exceed the amount of the Deposit, Tenant shall be liable for any additional amounts.
14. **MAINTENANCE:** Owner shall be responsible for structural repairs and repairs to existing plumbing, electrical, phone wiring, appliances, air conditioning and heating systems not caused by Tenant's misuse or neglect and Owner's liability shall be limited to the repair. Owner shall not be responsible for incidental or consequential damages. Tenant may not make any structural or decorative changes to the unit and Owner is not responsible for making decorative improvements at Tenant's request. Broker will order repairs in a timely manner once notification is given by Tenant, but Broker has no control over the scheduling availability of vendors. Any work performed by the condo or homeowner's association in the unit or buildings, grounds or common amenities is not reason for refund or cancellation of this agreement after check-in date. Broker shall not be liable for any losses or damages, including incidental or consequential damages, including those caused by Owner's failure to perform repairs and maintain the unit.
15. **RADON GAS:** Radon Gas is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. Broker makes no representations about the existence of radon gas on the subject Premises.
16. **HAZARDOUS MATERIAL:** It is unknown if there are hazardous materials present that affect the premises. Broker does not have the technical expertise to advise you of their significance or to ascertain whether or not they are present. Hazardous substances in the home can include cleaning chemicals, paint, lawn and garden chemicals and a variety of indoor air pollutants that can accumulate in improperly ventilated buildings. Hazardous substances outside the home include those found in contaminated land, water, landfills and other disposal sites, and industrial air and water emissions. Some of the more common hazardous substances are asbestos, ground water contamination, lead base paint, urea formaldehyde, foam insulation (UFFI) and radon gas. Generally, additional information pertaining to those substances is available from the U.S. Environmental Protection Agency of the Florida Department of Health and Rehabilitation Services. Any property built prior to 1978 may contain a lead paint hazard.
17. **ASSIGNMENT:** Tenant shall not assign this agreement or sublet the premises or any part thereof. Any unauthorized transfer of interest by the Tenant shall be a material breach of this agreement.
18. **INDEMNIFICATION:** Tenant agrees to indemnify and hold harmless Owner and Broker and their agents from claims, suits or damages of any kind, from or related to any acts or omissions of Tenant or Tenant's guests. Tenant agrees to indemnify and hold Broker and its agents harmless from damages and losses of any kind, including damages and losses arising from Broker's negligence.
19. **RISK OF LOSS:** Personal property of Tenant and Tenant's invitees shall be in the unit at the sole risk of Tenant. Broker and Owner shall not be liable for any damage caused to said personal property arising from fire, acts of God, criminal acts, acts of negligence or bursting or leaking water pipes.
20. **ATTORNEY'S FEES:** Should it become necessary for Owner or Broker to employ an attorney to enforce the terms and conditions of this agreement, Tenant shall be responsible for all costs and Attorney's fees including in house attorney of broker.
21. **TIME IS OF THE ESSENCE:** Time is of the essence with respect to all time periods contained in this agreement.

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