

Falstad Property Management-Vacation Home Rental Agreement

NO SMOKING - NO PETS - Smoking is not permitted inside the home. Failure to comply will result in forfeiture of damage deposit and immediate eviction. Pets or animals of any kind are prohibited from dwelling on the property. Failure to comply will result in forfeiture of damage deposit and immediate eviction.

AGENCY DISCLOSURE - Falstad Property Management, a corporation, serves as the Agent for Cearra Del Ray Town Home located at 2932 South Atlantic Avenue, New Smyrna Beach, FL 32169, and acts at all times in and for the best interest of the Owners and Guests.

CHECK-IN TIME IS 4:00PM - Check-in time is at 4PM. All attempts will be made to have the premises ready for Guests to occupy at check-in time. If home is not occupied prior to Guests check in and early arrival is preferred, prior arrangements can be made.

CHECK-OUT TIME IS 11:00AM - Check-out time is at 11AM. Guests not vacating property at check out time will be assessed a fee equal to the rental rate for one (1) day.

RESERVATION REQUIREMENTS - A signed lease agreement, including dates of occupancy, along with a reservation deposit is required to secure a reservation. Reservation deposit must be paid in USD (personal check, money order, wire transfer, Visa or Master Card). Remaining balance is due 30 days prior to arrival date. Guest signing lease agreement is responsible for actions and damage by all persons present on property and must be over the age of twenty-one (21). Additional fees apply for wire transfers.

CONFIRMATION - Copies of the signed agreement by both parties (Agent and Guest) and a receipt for reservation deposit will be mailed to guest confirming occupancy dates within 7 days of reservation confirmation. Rental packet with directions, property information and instructions for entry to home will be mailed to Guest 14 days prior to occupancy.

DAMAGE DEPOSIT - If home is found to be “reasonably clean and undamaged” and keys and garage door opener are returned to original location in home, a full refund of damage deposit will be issued within 14 days. Upon inventory of the home’s contents, Guest will be assessed for damage or missing property and will be charged accordingly. Damage deposit will be forfeited if smoking occurs inside home, if additional Guests (without prior approval) or pets are found to have been present, if satellite or audio visual equipment has been tampered with, if additional satellite TV pay preview charges are incurred, if home requires excessive cleaning or if garage opener or any keys are found missing.

CANCELLATION - Cancellation of a reservation must be made within 60 days of the arrival date for a full refund of the deposit minus a \$100.00 processing fee per week cancelled. If cancellation occurs less than 60 days prior to arrival date, a refund will only be given if the home is re-rented for the same period of time. Falstad Property Management reserves the right to cancel reservations and issue a full refund providing at least a 60 day notice.

RETURNED CHECKS & WIRE TRANSFERS - A \$50.00 service charge will be incurred for all returned checks and for each wire transfer transaction.

CUSTOMER SERVICE - After your reservation has been made, if you have any questions, we will be happy to answer them for you at 803-951-7293.

ADDITIONAL GUESTS – All Guests must be listed on lease agreement and approved by Falstad Property Management prior to occupancy of property. A maximum of 10 Guests (6 adults) is permitted. The home can comfortably sleep 6 adults in bedrooms. Additional guests may use air mattresses provided; however, there are no separate sleeping quarters for those conditions. **Any Guests found on property who have not been approved will be asked to vacate premises immediately and damage deposit will be forfeited.** Adults/children are considered one (1) guest.

ENTRY TO HOME - Instructions for home entry will be provided to guests by mail 14 days prior to arrival date. Additional keys and garage door opener will be available upon entry of home. Failure to return keys and garage opener to original location in home will result in forfeiture of damage deposit. **NO EXCEPTIONS.**

LOCKOUT POLICY - In the event a Guest is locked out of the property, Falstad Property Management must be notified and a locksmith will be required. The Guest will be responsible for costs incurred by locksmith service call.

PHONE CALLS - Property is equipped with a telephone and allows access to local phone numbers only. All long distance calls must be made with a prepaid phone card with toll free access.

EMERGENCY - In the event of an emergency, contact local authorities and/or rescue personnel by dialing 911. Additional non-emergency contact information is provided on property.

ALCOHOLIC BEVERAGES - No drinking of alcoholic beverages by persons under the legal age of twenty-one (21) is permitted on property. Failure to comply will result in eviction of Guests and termination of rental agreement. Additionally illegal drugs are strictly prohibited on property.

HOMES-FURNISHINGS-EQUIPMENT - Furnishings are subject to change without notice. Under no circumstances is property inside home to be removed. **Removal of and/or excessive wear of property and furnishings wear will result in forfeiture of damage deposit.**

LINENS - A full supply of bed and bath linens is provided. A seven (7) day supply of trash bags and dish soap is provided and is not replenished during stay.

LISTINGS AND PRICING - Information regarding listings is believed accurate but cannot be guaranteed. We have made every effort to ensure that all the information on website is correct and accurate. The possibility of errors and omissions exists. Rates, furnishings and fees are subject to change without notice. Rates do not include cleaning, damage deposit and tax. Rates are confirmed upon reservation.

CLEANING REQUIREMENTS - Guests are required to leave the property “reasonably clean and undamaged” or in the same general condition it was upon arrival. Food items should be removed from refrigerator, freezer and cabinets and should be disposed of. Garbage should be contained in sealed plastic bags and placed in large garbage can in garage. Dishes should be clean or in dishwasher with dishwasher on. Our cleaning staff will handle the details of dusting, vacuuming, general cleaning and inventory. Garbage pick up is Monday and Thursday mornings. The large garbage can from garage should be at the end of the driveway at 19th Street by 7am the morning of pick up days.

“Reasonably undamaged” means those items which we have supplied should not be missing or broken. There should be no new burns, cracks, chips or holes in the dwelling or its furnishings or floors. We realize that on occasion accidents do happen, and some things may break, please let us know if this happens. Please do not permanently remove personal property from the home. Upon inventory of the home’s contents, you will be charged for missing or damaged items, or if the home requires excessive cleaning.

SATELLITE OR CABLE TV - Property may be equipped with a Satellite TV subscription or similar cable TV provision. Removal of any receivers or audio/visual equipment, including remotes, is prohibited. Changes to the satellite, Cable or television system are not allowed. Please do not enter PIN numbers or codes on systems. No pay preview charges may be incurred. Failure to comply will result in forfeiture of damage deposit.

REPAIRS-SERVICE CALLS - Agent cannot guarantee against mechanical failure of heating, air conditioning, TVs, satellite receivers, VCRs, or other appliances. A toll free number will be provided with guest information to report emergency maintenance items only. Any inoperative equipment or minor maintenance issues can be documented on the damage report checklist provided upon check in. Agent will make every reasonable effort to have repairs done quickly and efficiently. Should a repair person make a call to a unit and find that the equipment is in working order and the problem was due to the Guests oversight or neglect, the charge for service will be the Guests responsibility. No refunds or rent reductions will be made due to failure of appliances or equipment. Guests understand and agree that Agent and or authorized service repair person may enter the rental property at any time for the purpose of making needed repairs.

UNCONTROLLABLE EVENTS - Falstad Property Management shall not be liable for events beyond their control which may interfere with guest occupancy, including but not limited to, acts of God, acts of government agencies, fire, strikes, war, inclement weather and construction noise. **No rebate or refund will be given under these circumstances.** If a named storm (named by NOAA) comes within 60 miles of the home and there is a mandatory evacuation, we will refund a slightly discounted per day prorated amount. This does not include tropical depressions or large scale wave type rain events. Certain circumstances may allow for rescheduled occupancy (contingent upon availability) with prior approval by Falstad Property Management; however, no guarantees are made.

HOUSE PARTIES ARE NOT ALLOWED - Guests understand that Agent will accept families, married couples and responsible adults over the age of twenty-one (21) ONLY. Guests agree that more than the number of people stated on the lease shall not occupy the premises. If the property is occupied by more than the number of people stated, it will result in loss of total rent and damage deposit and eviction from the property. Guests shall make every effort not to disturb or offend neighbors. The use of firearms or fireworks is strictly prohibited.

RIGHT OF ENTRY - Guests agree that the Agent reserves the right to enter the rental property anytime to investigate disturbances or complaints and to check for damage and make repairs. The Agent reserves the right to appoint appropriate personnel to carry out such instances.

EXPEDITED EVICTION - A material breach of this Agreement by Guests, which results in damage to the Premises (as determined by the Agent), personal injury to Guests or others, a breach of the peace, a nuisance to others, or a violation of criminal law or local code, shall be grounds for termination of Guests tenancy. Violation of any of the rules contained here in will result in **IMMEDIATE EVICTION** and forfeiture of rent and security deposit. If the tenancy created hereunder is for 30 days or less, the expedited eviction procedures set forth in the Vacation Rental Act will apply. Guests may be evicted under such procedures if Guests: (i) hold over in possession after Guests tenancy has expired; (ii) commit a material breach of any provision of this Agreement that according to its terms would result in the termination of Guests tenancy; (iii) fail to pay rent as required by this Agreement, or (iv) have obtained possession of the Premises by fraud or misrepresentation. **Any reservation made under false pretenses will result in forfeiture of advance payments and the party will not be permitted to check-in.**

VEHICLES AND TRAILERS - All vehicles must be parked in garage or driveway of 2932 South Atlantic only. If vehicles are parked in garage, they must fit so that garage door can be closed. Under no circumstances are there to be any vehicles or trailers parked in the main thoroughfare areas of property or in any other units not specifically occupied by Guests.

INDEMNIFICATION AND HOLD HARMLESS – Guests agree to indemnify and save harmless the Owner and Agent for any liabilities, theft, damage, cost or expense whatsoever arising from or related to any claim or litigation which may arise out of or in connection with Guest use and occupancy of the rental property including but not limited to any claim or liability for personal injury or damage or theft of property which is made, incurred or sustained by Guest. The terms “Agent” and “Owner” as used in this Agreement shall include their heirs, successors in interest, assigns, employees, agents, and representatives where the context requires or permits. The terms “Guest,” “You,” and “Your” as used in this Agreement shall include Guests heirs, successors, assigns, guests, invitees, representatives and other persons on the rental property during Guests occupancy (without regard to whether such persons have authority under this Agreement to be upon the rental property), where the context requires or permits.
A material breach of this Agreement by guests, which in sole determination of the Agent, results in immediate eviction of the premises.

DISPUTES - This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida, and shall be treated as though it were executed in the County of Volusia, State of Florida. Any action relating to this Agreement shall be instituted and prosecuted only in the Volusia County Court, Florida. Guests specifically consent to such jurisdiction and to extraterritorial service of process.

FALSTAD PROPERTY MANAGEMENT RESERVES THE RIGHT TO REFUSE SERVICE TO ANYONE
Rental property is leased without regard to race, color, religion, sex, national origin or handicap. Due to liability issues, we are unable to provide prospective renters with keys to preview properties.

VIOLATING AGREEMENT - If Guests violates any of the conditions of this Agreement; Agent may terminate this Agreement and enter Premises. Upon notice of termination of this Agreement, Guests shall vacate the Premises immediately and forfeit all rents and security deposits. If property is vacated for any 24 hour period agent will assume this agreement to be terminated.

PLEASE READ ENTIRE CONTRACT AND RETURN LAST TWO PAGES VIA MAIL OR FAX. PLEASE INCLUDE DEPOSIT (PERSONAL CHECK, MONEY ORDER OR CREDIT CARD) WITH AGREEMENT.

**RENTAL AGREEMENT
FALSTAD PROPERTY MANAGEMENT
117 STEEPLECHASE ROAD
LEXINGTON, SC 29072
803-951-7293 PHONE
803-951-7293 FAX (PLEASE PHONE FIRST)**

I would like to reserve 2932 South Atlantic Ave. New Smyrna Beach, Florida 32169

from 4PM on (date)_____through 11AM on (date)_____

Enclosed is a reservation deposit to secure the dates indicated above. The remaining balance will be paid to the owners 30 days prior to the first day of my reservation. Instructions for entry, guest information and directions will be mailed to me 14 days prior to my arrival. If I cancel my reservation, I understand that my deposit will be returned to me (minus a \$100.00 per week processing fee) as long as I notify the owners 60 days prior to my reservation date. Additionally, Falstad Property Management reserves the right to issue a full refund and cancel this reservation providing at least 60 days notice.

I understand that my damage deposit will be refunded to me after the house and its contents have been verified to have not been damaged and keys and garage opener have been returned to their original location in the home. **Damage Deposit will also be forfeited if any of the following conditions are not met:**

- No smoking**
- No pets**
- No more than 10 Guests (6 adults maximum) in any party (Guests must be listed on agreement)**
- No removal of personal property from the home**
- No Direct TV charges**
- Violation of any clause in this lease agreement**

Name (please print)_____

Address_____

City_____State_____Zip Code_____

Phone_____E-Mail Address_____

Number in party: adults_____ children:_____

Signature of renter_____Date_____

By signing this, I have read and fully agree to all the above policies

Signature of owner_____Date_____

Rental Rate_____Credit Card Number_____

Cleaning Fee_____Credit Card Expiration Date_____

Florida Tax_____Credit Card Type_____

Damage Deposit_____Name on Credit Card_____

Total Balance_____Billing Address of Credit Card_____

Reservation Deposit_____

Balance Due_____Balance Due on or Before_____

Please Make Checks Payable to: Falstad Property Management

PLEASE INCLUDE ADDITIONAL GUEST INFORMATION. THIS IS ONLY FOR REGISTERED GUESTS OF THE PROPERTY, NOT VISITORS.

PRINT ALL NAMES OF PERSONS OCCUPYING THE PROPERTY:

1.

2.

3.

4.

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