

**Hammock Coastal Real Estate, LLC**

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Resv. # \_\_\_\_\_  
Resv. Agent: \_\_\_\_\_

**Florida Vacation Rental Home Agreement**

Upon the terms and conditions herein stated, this Vacation Rental Agreement (“Agreement”) is entered into between Hammock Coastal Real Estate, LLC (“Manager”) and the Guest identified below (“Guest”).

**Guest Information:**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Office: \_\_\_\_\_  
Email: \_\_\_\_\_

1. Term: This Agreement is for a Term beginning on \_\_\_\_\_ (“Arrival Date”) and ending on \_\_\_\_\_ (Departure Date”). May extend up to three months if property is available for additional charges.

Check-in is 4:00 p.m. and Check-out is 10:00 a.m. Late check outs will be charged an additional full day’s rental rate. Certain properties are available for early check-in and/or late check-out for an additional fee.

2. Property: The vacation rental property (“Property”) is: (directions Available on request) \_\_\_\_\_.

3. Occupancy Limit: The maximum number of guests allowed at the Property at any one time 8.

4. Parking: Cars must park within the Property limits. All vehicles must fit completely on the premise and not be extended into roadway.

5. Rental Amount, Fees and Payments: It is hereby agreed that the Rent and Fees for the Property are as follows:

Term Rental Amount		Per Term
Extra Days Amount		
State Rental Sales Tax		
Amenity Fee	N/A	
Pet Accommodation Fee		(\$15. per day per pet)
Exit Cleaning Fee		
Damage Waiver Fee	45.00	
Utility Surcharge		
Mid Week Maid Service		
Cradle, High Chair, Pack N		
Play Extra Fee		
TOTAL		
OPTIONAL Travel Insurance		Initial to Elect
Credit Card Service Fee	3%	
Security Deposit	0.00	OR Credit Card on File

**ALL FUNDS PAID BY CHECK OR CREDIT CARD MUST BE IN US CURRENCY.**  
**PAYMENTS MADE BY CREDIT CARD ARE SUBJECT TO 3% PROCESSING FEE**

Security Deposit Due at point of reservation in the amount of \$ 0.00 .

Rental Amount received at point of reservation in the amount of \$\_\_\_\_\_. (Rec'd \_\_\_\_\_)

Balance due 60 days prior to check in \$\_\_\_\_\_. If reservation is made 30 days or less to check in date, certified bank checks, money orders, or a valid credit card are accepted only for payment in full rental amount. Personal check acceptance requires a valid state identification card and/or driver's license with social security number on record. All rentals over 31 days are payable monthly by personal check, certified bank check or money orders. Monthly payments by credit card are subject to 3% service charge.

Utilities: All weekly rentals require utility surcharge. Guests are responsible for all utilities at property on rental terms of 91 days or more. Telephone and internet service is not guaranteed and is up to the discretion of the individual property owners. It is highly suggested that all tenants make sure their cell telephone service is available in Florida or consider a pre-paid cell while visiting our area.

Please make checks payable to "Hammock Coastal Real Estate, LLC".

\*Payment of any amount made toward a reservation constitutes agreement to the terms of this agreement by the renter.

Access to a door code/lock box will be provided to Guest at the time of Final Payment. When Total Amount Due is paid in full and an executed Rental Agreement is received, 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. **IF YOU DO NOT RECEIVE ACCESS INSTRUCTIONS TO THE PROPERTY UPON FINAL PAYMENT PLEASE CONTACT HAMMOCK COASTAL REAL ESTATE.** The initial 50% of the total rental amount is required to be paid at the time this Agreement is signed and returned to Manager unless otherwise noted. No Reservation is effective until receipt of Final Payment. The Final Payment is required to be paid 60 days 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 rights and privileges hereunder.

**6. Damage Waiver Fee, Damages and Missing Items:** A \$45 nonrefundable Damage Waiver Fee is required for all reservations. Manager requires a valid Visa, Master Card, number on file in addition to the \$45 Damage Waiver Fee. (See below for credit card information). The Damage Waiver Fee is a nonrefundable Fee that relieves Guests of the cost for unintentional and incidental damage to the Rental Property and its contents, not to exceed the amount of coverage (up to \$500.00 of unintentional damage). The Damage Waiver Fee does not cover intentional damage, theft, unauthorized entry into the owner's supply closet, unauthorized pets, damages by unattended children, replacement of linens, Check-out after 10 a.m. on Departure Day, Check-in before 4 p.m. on Arrival Day, extensive cleaning required at check-out per Section 5, smoking, exceeding occupancy limits or parking limits, and any other charges/policies in Manager's 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 cost 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 be also charged immediately to the Guest's credit card. Guest, by signing below, 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 visitors part, except in the case of normal wear-and tear reported to Manager within 24 hours of Check-in.

**7. Indemnification and Insurance:** Guest agrees to indemnify and hold harmless Manager and the owner of the Property against all loss, damage, expense, and penalty arising from any action of the Guest or visitors of the Guest which causes injury or death to any person or damage to any property. Guest is encouraged to secure the appropriate travelers or vacation insurance and/or renter's insurance.

**8. Cleaning, Excessive Power Usage, Trash Collection, and Departure:** Due to a need to professionally clean the Property, Check-in and Check-out times must be strictly enforced. If a Guest checks in before Arrival Date, an additional full day's Rent may be charged, payable upon taking occupancy. Check-out after 10 a.m. on Departure Day, without prior written approval and payment of additional fee, will incur an additional full day's Rent which will be charged as Excess Damage Cost against the credit card on file. Excessive Power usage resulting in a large power bill to the owner will be billed to the renter. It is the responsibility of the Guest to set the air conditioning at 77 degrees or above, leave the Property in reasonably clean condition, and remove all Guest's property (and trash) upon Departure. Trash pick-up day for most homes is Monday and Thursday before 7:30 AM. All trash bags must be deposited into outside containers provided and placed at the curb. Trash bags or containers left in home after departure may be billed at \$5.00 per bag or container. Prior to Departure, Guest shall clean all dirty dishes (or run the dishwasher prior to leaving), and wash linens and towels beyond 2 loads of wash. Additional loads will be billed at \$10.00 per load. If Manager's cleaning service is required to spend more than four (4) hours cleaning the Property or if a trip to the dump is required to haul away excess trash, an additional fee will be charged at \$50 per hour beyond the four (4) hours (plus Dump Fees), and will be charged against the credit card on file.

**9. Cancellations:** (a) If the Property becomes unavailable to the Guest prior to occupancy, at Manager's option, Manager may substitute a like kind property equal to original selection or refund the full amount paid to the date of cancellation, and Guest agrees to release any claims against Manager. (b) If, for any reason, the Guest cancels this Agreement more than sixty (60) days from the Arrival Date, the reservation deposit will not be refunded unless Trip Insurance has been purchased by the tenant and meets the requirements of the policy (see form attached). If the Property is re-rented under the same (or better) terms and conditions than this Agreement, Manager will refund the Reservation Deposit paid, less a Cancellation Fee of \$300.00 (or 10%), whichever is greater. (c) There are no cancellations permitted within 60 days of Guest Arrival Date. All amounts paid (initial 50% and Final Payment) will be forfeited. Failure to pay the Final Payment in a timely manner will be considered a cancellation under this subparagraph and will result in forfeiture of the Reservation deposit.

**10. Guest List and Occupancy Limits:** Use and occupancy of the Property is limited to the named Guest. The occupancy limit stated in section 3 is the limit of guests allowed in the house. Occupancy exceeding this limit as listed above will result in immediate eviction and forfeiture of all amounts paid unless approval is requested prior to arrival and granted by manager. Name(s) Age(s) Relation to Guest Renting the Premise:

Name and Relation	Age	Name and Relation	Age

The registered Guest and party (ies) on this Agreement are the only overnight guests allowed, unless prior written permission is received from Manager. Guests may be substituted by notifying manager in writing prior to arrival. The Guest signing this Agreement must be at least 25 years of age and will be held responsible for all other parties and/or guests of the Guest for compliance with this Agreement, with listed policies, ordinances, rules and regulations and for any losses incurred by Manager or to the Property due to negligence or vandalism.

**11. Repairs and maintenance:** Repair and maintenance problems must be brought to Manager's attention within 48 hours of occupancy or occurrence or Guest will be held liable for all such damages or repairs. Manager will not be responsible for any unauthorized expenses incurred by Guest or his/her guests. Costs of needless or unauthorized service will be charged as Excess Damage Cost against the credit card on file. Maintenance responsibilities are as follows: Manager: Electricity, water, sewer, basic cable, and initial supplies (toilet paper, paper towels, dish soap, laundry detergent, hand soap, dishwasher detergent and garbage bags). Guest: Long distance or toll calls, internet connection fees, beach towels, beach chairs, extra cleaning fee (if Guest leaves Property messy or damaged, as above). If any of the preceding charges are incurred, an Excess Damage Cost will be charged against the credit card on file up to 30 days after Departure Date pending final invoices and Notice of Claim from Manager.

12. **Pets:** Pets are not allowed in or on the Property unless indicated in advance in writing and secured with a non-refundable Pet Cleaning Fee. Pets allowed:  **No**  **Yes**. If pets are allowed per owner's agreement with Manager, Guest is allowed (  0  ) number of pets in/on the Property, upon payment of a non-refundable Pet fee of \$15.00 per day per pet, or \$100.00 flat rate per pet per month or the lesser thereof. Failure to advise property management of pets shall be charged a flat fee of \$100.00 per pet and be subject to immediate eviction from property.

13. **Smoking:** Smoking is strictly forbidden inside the Property. Smoking is only allowed "outside". Evidence of smoking inside the Property will result in immediate eviction, forfeiture of all amounts paid, additional \$300.00 smoking fee, and will result in additional Cleaning Fees to Guest as Excess Damage Cost and will be charged against the credit card on file.

14. **Casualty or Destruction:** (a) Should the Property be destroyed or rendered uninhabitable by an Act of God (including, but not limited to, hurricanes, storms, floods or fires), or by environmental disaster, or loss of utilities prior to occupancy by Guest, this Agreement shall become null and void, and all payments made hereunder shall be refunded to Guest. (b) Should the Property be destroyed or rendered uninhabitable as above during occupancy, reimbursement on a pro-rated basis will be negotiated between Guest and Manager based on the following: The day that the National Weather Service (NWS) or the state of Florida orders a mandatory evacuation in a "Tropical Storm/Hurricane Warning" area, Manager will refund any unused portion of Rent from a Guest currently registered or a pro-rated portion of Rent from a Guest that is scheduled to arrive, but wants to shorten a stay to come in after the NWS Tropical Storm/Hurricane Warning is lifted. No refund is due (or will be made) for inclement weather. Travel or Vacation Insurance is recommended to be obtained by Guest. Guest and parties listed above must comply with any mandatory evacuation order.

15. **Access to Property for Showing:** If Property is placed on the market for sale; Guest agrees to allow the Property to be shown to prospective buyer(s) upon reasonable notice to Guest. Property may be shown to prospective future guests in the same manner and upon such notice.

16. **Liability and Damage:** Guest agrees to defend, indemnify and hold Manager 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 Agreement, including Guest, additional invitees or visitors of 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.

17. **Cause for Eviction:** The Guest and all parties with the Guest will be subject to immediate eviction from the Property if the Guest or parties of the Guest violate any terms of this Agreement, including but not limited to pet provision and smoking. In the event of eviction from the Property, the Guest shall forfeit all amounts paid and there will be no refund of money.

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

19. **Short-Term Rental:** It is expressly understood and agreed that this is a short-term vacation rental 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. This Agreement is also neither a Time-Share sale or a Plan of Time-Share Development, nor a Vacation Club.

20. **Falsified Reservations:** Any reservation obtained under false pretense will be subject to forfeiture of Reservation Deposit and Final Balance, if paid, and such party will not be permitted to check in and/or will be subject to immediate eviction with the forfeiture of all amounts paid.

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

22. **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 Flagler 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 or residential condominium. Guest is expected to be courteous to residents and other guests, to respectful of the rights of others, and to not be noisy.

23. **Acknowledgment:** I/We understand and accept the terms and conditions on all pages of this Agreement.

\_\_\_\_\_ **Guest Signature**      **Date** \_\_\_\_\_

\_\_\_\_\_ **Guest Signature**      **Date** \_\_\_\_\_

\_\_\_\_\_ **Signature**      **Date** \_\_\_\_\_

**Hammock Coastal Real Estate , LLC**

**Note: Social Security Number, Driver's License/ID Number and Damage Waiver Fee Is REQUIRED AND MUST BE FILLED OUT FOR RESERVATION TO BE VALID.**

**Social Security Number:**  N/A   
( ONLY required if paying by personal check within 30 days of check-in)

**Driver's License Number and State:** \_\_\_\_\_  
(attach photo copy)

**Damage Waiver Fee Type:** [ ] Visa [ ] Mastercard  
**Card#** \_\_\_\_\_  
**Expiration:** \_\_\_\_\_ **CVV Code #** \_\_\_\_\_ (3 or 4 digits)  
**Name on Card:** \_\_\_\_\_  
**Billing Address:** \_\_\_\_\_  
\_\_\_\_\_

By my signature below, I hereby authorize my credit card to be charged for unintentional damage beyond \$500 and for any intentional damage, theft, occupancy after departure date or departure time, unauthorized pets, excessive cleaning required at check-out (Section 6), smoking, exceeding occupancy or parking limits, failure to return any and all key including the amenity access cards, and any other mentioned charges/policies in Manager's Rental Policies and Rental Agreement including any fines imposed on Manager by City, County or State as the result of violation of any law, rules or regulations or any fines or costs levied by any Home Owner/Condominium Association for violations of any Covenants or Restrictions by Guest or visitors of Guest ("Excess Damage Costs"). My/our signature and initials on this Agreement bears witness to the fact that I/we have read and agree to the Damage Waiver Fee in Section 4 of this Agreement.

**Signature** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Printed Name :** \_\_\_\_\_ **Date:** \_\_\_\_\_