

## Rental Agreement (May 2019)

This Rental Agreement and Contract (the "Agreement") is a legally binding agreement made and entered into as of the Reservation Date written below by and between the "Guest" and the owner, manager (John Benckenstein) pursuant to which the Guest has agreed to rent the residence described below (the "Property"), for the duration of the Rental Term for the Total Rental Fee and other good and valuable consideration as described herein and as described in email communications.

**OCCUPANCY:** Guest agrees that no more than six persons shall occupy the Property at any time during the Rental Term, all of whom shall comply with the conditions and restrictions imposed upon Guest under this Agreement.

**CHECK IN/OUT:** Check in time is 4PM day of arrival with checkout by 10AM day of departure. Early arrivals and late departures can sometimes be accommodated if known in advance. Please do not arrive early without prior notice.

**PARKING:** There is space under home for two vehicles. Please park under home and not behind or to the side. Trailers are not permitted to be stored on premises. I pay for my guests to store their boat or boat on trailer at Cudjoe Gardens Marina during their stay. If you will be bringing your boat, or PWC you must tell me now along with your boat registration and trailer tag information. Boats, PWC and trailers are not permitted to be stored on premises except for day of arrival until noon the next day, and for last 24 hours before departure if needed.

**CONDITION AND USE OF PROPERTY:** The Property is provided in "as is" condition. Rental Agent shall use its best efforts to ensure the operation of all amenities in the Property, such as internet access, satellite or cable TV access, pool, recreational equipment as applicable. Rental Agent shall not be held responsible for such items failure to work, but will make every effort to correct any issues as reported as quickly as possible. Guest acknowledges that use of amenities such as pools, decks, Kayaks, bicycles, snorkeling equipment, floats and the like may be potentially dangerous and involve potential risks if improperly used, particularly with regard to children and such use is at the Guest's own risk. Guest shall use the Property for residential purposes only and in a careful manner to prevent any damage or loss to the Property and keep the Property in clean and sanitary condition at all times. Guest and any additional permitted guests shall refrain from loud noise and shall not disturb, annoy, endanger, or inconvenience neighbors, nor shall Guest use the Property for any immoral, offensive or unlawful purposes, nor violate any law, association rules or ordinance, nor commit waste or nuisance on or about the Property.

**DEFAULT:** If Guest should fail to comply with the conditions and obligations of this Agreement, Guest shall surrender the Property, remove all Guest's property and belongings and leave the Property in good order and free of damage. No refund of any portion of the Total Rental Fee shall be made and if any legal action is necessary, the prevailing party shall be entitled to reimbursement from the other party for all costs incurred.

**ASSIGNMENT OR SUBLEASE:** Guest shall not assign or sublease the Property or permit the use of any portion of the Property by other persons who are not family members or guests of the Guest and included within the number of and as permitted occupants under this Agreement.

**RISK OF LOSS AND INDEMNIFICATION:** Guest agrees that all personal property, furnishings, personal affects and other items brought into the Property by Guest or their permitted guests and visitors shall be at the sole risk of Guest with regard to any theft, damage, destruction or other loss and Rental Agent shall not be responsible or liable for any reason whatsoever. Guest hereby covenants and agrees to indemnify and hold harmless Rental Agent and their agents, owners, successors, employees and contractors from and against any costs, damages, liabilities, claims, legal fees and other actions for any damages, costs, attorney's fees incurred by Guest, permitted guests, visitors or agents, representatives or successors of Guest due to any claims relating to destruction of property or injury to persons or loss of life sustained by Guest or family and visitors of Guest in or about the Property and Guest expressly agrees to save and hold Rental Agent harmless in all such cases.

**RELEASE:** Guest hereby waives and releases any claims against Rental Agent, the Property owner and their successors, assigns, employees or representatives, officially or otherwise, for any injuries or death that may be sustained by Guest on or near or adjacent to the Property, including any common facilities, activities or amenities including but not limited to pools, decks, kayaks, bicycles, snorkeling equipment and floats. Guest agrees to use any such facilities or amenities entirely at the Guest's own initiative, risk and responsibility.

**UNAVAILABILITY OF PROPERTY:** In the event the Property is not available for use during the Rental Term due to reasons, events or circumstances beyond the control of Owner or Rental Agent, Rental Agent will apply due diligence and good faith efforts to locate a replacement property that equals or exceeds the Property with respect to occupancy capacity, location and value that meets the reasonable satisfaction of the Guest. If such replacement property cannot be found and made available, Rental Agent shall immediately return all payments made by the Guest, whereupon this Agreement shall be terminated and Guest and Rental Agent shall have no further obligations or liabilities in any manner pertaining to this Agreement.

**GENERAL PROVISIONS:** This Agreement contains the entire agreement between the parties with regard to the rental of the Property, and any changes, amendments or modifications hereof shall be void unless the same are in writing and signed by both the Guest and the Rental Agent. This Agreement shall be governed by the laws of Florida. The words "Rental Agent" and "Guest" shall include their respective heirs, successors, representatives. The waiver or failure to enforce any breach or provision of this Agreement shall not be considered a waiver of that or any other provision in any subsequent breach thereof. If any provision herein is held invalid, the remainder of the Agreement shall not be affected. Any notice required to be given under this Agreement shall be in writing and sent to the contact information included herein. This Agreement may be signed in one or more counterparts, each of which is an original, but taken together constitute one in the same instrument. Execution of a digital signature shall be deemed a valid signature.

**REFUNDS:** In the event of an evacuation due to a named storm 100% of owner payments, will be refunded at renter's request.

**SMOKING AND PET POLICIES:** Home is pet free and non-smoking both inside the home and on balconies.

**SUNRISE BEACH COMMON AREA RULES:**

1. Use of common area including pool, beach, dock and TIKI hut
  - a. Limit noise to conversation level after 10PM
  - b. No loud music or boisterous noise at any time
  - c. No glass containers permitted
  - d. Children must be supervised at all times
  - e. No running, rough play or diving
  - f. Animals are not allowed in the pool
  - g. No smoking unless downwind from other guests and homes
  - h. All trash should be removed from common areas and placed in refuse containers at entrance to community. All trash should be collected in closed bags and placed inside dark trash cans. (NO LOOSE TRASH) All recycle goods (cans, bottles, cardboard) should be placed LOOSE inside the blue recycle cans WITHOUT BAGGING.
2. Use of marina and boat docks
  - a. Drive on docks and all mooring positions are on a first come first serve basis. There is no reserving of dock space. Drive on docks for boats 19 feet and smaller.
  - b. One motorized watercraft up to 25 feet in length is permitted per home with beam under 9 feet. Exceptions can be made for additional personal water craft based on available space.
  - c. Please be mindful of depth and stay inside of marker buoys.
  - d. Fish cleaning station is provided for your use. Please hose any fish remains into bay and do not put into trash.
3. There are no common area spaces for parking.
4. Contact John Benckenstein (Owner 954-682-3030), housekeeper (Rhonda 305-504-4270), Sunrise Beach Property manager (Sean 305-563-0415) or in that order please, to resolve any issues that arise during your stay.