**This short-term Rental Agreement (“Agreement”) is entered into by and between (hereinafter referred to as “Guest”) and Far, Far, Away, LLC and its Members Mark M Oswald and Kahrrin M Russo (hereinafter referred to as “Host”).**

**Delivered via email to Guest at**

Property Owner: Far, Far Away LLC – Mark M Oswald & Kahrrin M. Russo, Members

Mailing Address: N239W2365 Hawks Meadow Court, Waukesha, WI 53188

Phone & Email: 414-573-3917 or 414-534-2124 farfarawayfl@yahoo.com

**The parties hereby agree as follows:**

**The rental property is located at** 4126 SE 1st Place, Cape Coral, FL 33904 (“Premises”)

**Rental Period (“Occupancy”) (Maximum 30 Days)**

**Maximum Occupancy (including children): 6**

**NO PETS ALLOWED**

**There is an additional $250 Cleaning Fee payable by Guest at the end of Occupancy (Max 30 Days).**

**Failure to pay or late payments will result in the immediate termination of the Agreement and the loss of all rights to occupy the premises.**

**Pool Heat: Additional $350 per period of Occupancy (Maximum 30 Days)**

**Boat Lift: Excluded (Not for Guest Use)**

1. Non-Liability of the Owner: This Agreement is entered into based upon Guest’s independent knowledge of the Property or the representations specifically contained in this Agreement and not on any representations made by the Host or its Agents. The Host shall not be liable for any damage or injury of or to the Guest, Guest's family, invitees or agents or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Guest hereby agrees to indemnify, defend and hold Host harmless from any and all claims or assertions of every kind and nature. The Host is not responsible for the loss of personal belongings or valuables of the Guest. It is agreed that all guests are expressly assuming the risk of any harm arising from their use of the premises or others whom they invite to use the premise.
2. VIDEO MONITORING: There is an active Ring doorbell next to the front door and another in the pool area which is actively monitored by Host.
3. Pets: Absolutely no Pets shall be permitted on the Premises. If a pet is discovered the guest will be assessed an extra $1000.00 cleaning fee per period of Occupancy.
4. No Smoking: This is a non-smoking rental villa. No smoking is permitted anywhere on the rental property inside or outside. Smoking on the property will be considered a default of Agreement and the assessment of an extra $1000.00 cleaning fee per period of Occupancy. .
5. Use: The Guest shall take possession of and use the Property only as a private residence for not more than the maximum number of persons as indicated above (6). The Guest shall not allow the Property to be used for any business, professional or unlawful purposes. There shall be no alterations of the Property and no fixtures, appliances or air conditioners shall be installed without the written consent of the Owner. The Guest affirms to use all appliances and furniture for their intended uses only.
6. The Guest affirms that he/she is over thirty-five (35) years of age and minors will not occupy the property unless an adult is present. Unreasonable noise or disturbance by the Guest may result in default of Agreement. Parties are not permitted and “quiet time” begins promptly at 10pmET each day. The Guest is solely responsible for placing all trash and recyclables in the exterior bins for pickup. Bins should be placed by the end of the driveway for pick-up each Sunday evening. The Guests will start not less than one full load of laundry (sheets/bedding/towels) prior to leaving the Premises at the end of each Period. The dishwasher should be filled with used dishes and started prior to leaving the Premises.
7. PARKING: Parking is available in the private driveway for the villa but is at Guest’s own risk.
8. End of term, Extraordinary Cleaning, and damages: The Guest agrees to return the Property to the Host at the expiration of this Agreement in as clean and as good condition as it was at the beginning of the Agreement term, except for normal wear caused by reasonable use. Guest shall pay for all reasonable maintenance and repairs if the premises are returned in a lesser condition. In addition, the Guest agrees to pay for any breakage or damage to the Property, furnishings, and equipment, including, but without limitation, the boat lift.
9. Access to Property: The Host or his agent shall have access to the Property to inspect the property, make necessary repairs, alterations or improvements, and supply necessary services. Host shall exercise this right of access in a reasonable manner.
10. Agreement and Guest Default: Any default by the Guest under the terms and conditions of this Agreement, shall result in the termination of this Agreement. The Agreement shall not terminate as a result of off-site or on-site conditions beyond the control of the Host. There will be no refunds or rebates given for unfavorable weather, early departure, interruption of utilities, construction in the area, or maintenance problems.
11. Cancellation: Guests who cancel at least 120 days before check-in will get back 100% of the amount they have paid to date. Guests who cancel at least 60 days before check-in will get back 50% of the amount they have paid. There is no refund if canceled less than 60 days before check-in. All renters are encouraged to purchase traveler insurance.
12. Amenities: The Owner does furnish linens, which include sheets and towels. The owner does provide basic appliances and furnishings. High-speed Internet service is provided as a convenience only and is not integral to the Agreement.
13. Utilities: Electricity and gas are included in the rental. Running the AC units with windows and doors open is an unnecessary waste of electricity. Water is included in the rental rate.
14. CLEANING FEE: There is a one-time cleaning fee of $250 due by Guest at the end of each period of Occupancy.
15. ARRIVAL AND DEPARTURE: Check-in time is 3:00 p.m. ET on the day of arrival. Check-out time is 11:00 a.m. ET on the day of departure. Guests and all their possessions must be removed from the property no later than 11:00 a.m. If the property is not vacated by 11:00 a.m. on the day of departure, the Guest will be charged $100 per hour for each fractional hour of continued occupancy.
16. POOL: Guest acknowledges and agrees the Hosts do not provide a lifeguard. Guest or any member of their party take full responsibility for their own safety should anyone wish to engage in use of said pool and does so at their own risk.
17. BEACH ITEMS: Beach items are provided for use by Guests. Guests use all items at their own risk. Guests assume all responsibility and hold the Hosts harmless from any and all claims and liability. All Beach items will be placed in outdoor living area prior to departure.
18. LEFT BEHIND ITEMS: Host will not store property left behind by the guest. Personal property of the Guest left after the term of the Agreement will be considered trash and removed by cleaning crew to prepare the unit for incoming guests. Every reasonable effort will be made to reunite Guest with valuable items found by another guest or cleaning crew, but no guarantee is implied.
19. MODIFICATION: The parties hereby agree that this document contains the entire Agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.

The parties agree to the terms of this Agreement, as evidenced by the signatures set forth below:

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(Guest) Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Owner) Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Please print and RETURN VIA EMAIL to** **farfarawayfl@yahoo.com**