

AshLynn's Paradise, LLC

Vacation Rental Agreement



Marathon, Fl. 33050

Parties

This Agreement is between Ashlynn's Paradise, LLC, its agents, the owner(s) of the rented property and _____ (guest)

Guest Information:

_____ (email)

_____ (Home Address)

_____ (Cell Phone)

General Terms

The terms of this agreement are:

1. The terms contained within this agreement.
2. The terms and conditions contained in any online terms or in any rental agreement or confirmation.
3. The Forms which must be completed for each reservation:
4. *Include the age and name of any member age 14-21.
5. Include age only, without name, if under age 14.
6. Departure Instructions.
7. Should any conflicts arise, the terms of this agreement shall prevail.



Property

Property Name: AshLynn's Paradise

Check-In: 4:00 p.m.

Check-Out: 10 AM

Occupancy

Maximum Occupancy. Maximum occupancy, not just for overnight guests, is as listed on your specific property page on property listing (6 total including children) and must be a listed member of the Guest's party. Guest must be at least 25 years old and an occupant of the Property throughout the reservation period; and must ensure compliance with the occupancy terms by all members of the Guest's party. No 3rd Party Bookings! This is cause for eviction and forfeiture of all monies.

Additional Members of Guest's Party, all fields must have a name or NA:

List all vehicles (enter "rental" on the space below if applicable, NA if not)
The guest is responsible to verify the property will accommodate the number of vehicles listed. More than 3 vehicles must be approved by Mgt. Co.



Additional Charges and Forfeiture. Guest is not entitled to a refund, partial or otherwise, if removed or ejected from property for violation of this agreement. Guest will be charged what is agreed to be a nonpunitive amount as listed below for the following occurrences:

- \$500 per week for each unauthorized animal.
- \$500 for failure to follow departure instructions located within the unit.
- \$500 per week for each invitee or licensee who is unauthorized or in excess of the occupancy limit, \$350 for failure to follow terms concerning pool equipment, air conditioning, smoke detectors, outdoor furniture, cleaning including for and leaving trash or other items to be disposed, and the non-emergency use of fire extinguishers.
- The invoiced amount plus \$250 to remedy fines issued, replacement of missing items, damages not covered by the Damage Waiver, stains, bed bug treatment, long distance phone calls, odor removal caused by smoke or otherwise, and pay-per-view purchases.

Pool & Water Policies

Water Safety. Running & diving are prohibited. Children, elderly, and other at-risk persons of any age are not allowed around the pool or other water without supervision. When available, pool alarms and gate latches must be always used, and doors must be kept closed & locked. Any safety concerns, including if any equipment, pool alarms, safety locks, are not working properly must be reported immediately to Mgt. Pools may not heat to Guest's desired temperature during colder weather and may take up to 48 hours to reach maximum temperature. Pool is heated/chilled depending on season. (Heated winter /chilled summer) There are no refunds for dissatisfaction with pool temps, but we will try to set per reasonable request. (Guests are not to mess with controls at any time)

Noise

Residential Area. The Property is a residential neighborhood. Excessive noise at a level that disturbs the neighbors is prohibited. Code-Enforced Quiet Hours. Compliance with Code-Enforced Neighborhood Quiet Hours of 10 PM- 7 AM is required (Friday/Sat. 11:00 p.m. – 7:30 a.m.) and the Guest is responsible for any fines resulting from a violation.



Docks & Boats

Guest must verify dock length (guest responsible to any damages due to inability to park and/or fit boat) and available trailer parking! (Deep water canal) All manmade canals , marked areas and residential areas are subject to no wake, there are manatees in area, and you could be fined if not following these rules. You are responsible for any damage caused by your wake!

Animals

Pet Policy. Pets are not allowed! (due in part to Insurance Restrictions). Emotional Support Animals (ESA's). ESA's are subject to the pet policy. Owners do have dogs, so this is possibly not an allergy free zone for highly allergic guests.

Service Animals. "Service Animals" as defined by §413.08, Fla. Stat. (2017) are exempt from this section. A person who knowingly and willfully misrepresents herself or himself as using a service animal or being qualified to use a service animal commits a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083.

Service Dogs are to be always with the owner, not left alone in house.

Grievance Policy

Please contact us immediately with any complaints or concerns and we will do all we can within our policies and reason to accommodate you. That's our guarantee! Guests have a duty to report any complaints and allow a reasonable time to cure.

Party Responsibility

Risk of Loss. Each Party shall be responsible for loss, damage, or injury caused by his/her/its own negligence or willful conduct, or concerning Guest, also caused by members of Guest's party and Guest's licenses & invitees. Insurance. Each party must carry appropriate insurance. Lost or Stolen Property. Mgt. Co. is not responsible for lost or stolen property. Guest agrees that personal property left on Property at the end of Rental Period shall be deemed abandoned if good faith attempts to return it fail. Default Status of Persons.



Guest agrees that all persons on Property have transient status pursuant to § 82.045 Fla. Stat. (2017). Grounds for Removal. Guest agrees The Mgt. Co. has the right to remove any persons in violation of § 509.141 Fla. Stat. (2017). And, Guest agrees to vacate and agrees the Mgt. Co. has the right to remove Guest and Guest's party for breach of this agreement. Mgt. Co. warrants property quality only to the extent it satisfies legal and contractual requirements, notwithstanding any pictures and presentations otherwise which, despite Mgt. Co.'s reasonable efforts otherwise, could be construed as not being not as described. And Guest waives his or her right to claim the property was not as described. Replacement Cost. Guest will be charged for replacement cost and administrative fees required because of Guest's breach, negligence or willful conduct.

Guest agrees to have informed consent of all members of Guest's party to be bound by the terms of this agreement.

Guest

Date

On Behave of AshLynn's Paradise LLC.

Date

