

SEASONAL/SHORT TERM RENTAL AGREEMENT

We thank you for choosing AMERIVEST REALTY and hope you enjoy your stay in Florida. If Terms and Conditions are acceptable, please sign this agreement and return to AMERIVEST REALTY. If you are renting the unit sight unseen, your signature on this reservation releases Broker, and its representatives from any deficiencies you may find in the unit upon your arrival. Please bring your copy with you on arrival.

TENANT Name: Marjorie Miskell Kelly Durant, Colleen Dahn

Address: 21 Salt Works Way, Falmouth, MA

Home Phone: (508) 457-9882. **Cell Phone:** (508) 680-6030.

TOTAL # of Occupants: 3

Town Manor, Address: 1021 3rd St. S., Unit: 200, City: Naples, FL 34102.

Number of Bedrooms: 2

Check-in Date: February 01, 2019 (After 3:00 p.m.)

Check-out Date: April 30, 2019 (Before 11:00 a.m.)

OWNER's Name: Mary Craig

RENT FOR TERM: \$12,600.00

SALES/TOURIST TAX: \$138.60

(subject to change by law)

CLEANING/DAMAGE/UTILITY DEPOSIT:

\$500.00

CONDO/HOMEOWNERS ASSN APPROVAL FEE: \$0.00

BOOKING CHARGE: \$50.00

Rent is subject to sales tax. Charges other than rent may also be subject to sales tax.

AMOUNTS ALREADY PAID: \$0.00

TO BE PAID AS FOLLOWS

FIRST PAYMENT OF \$4,429.53 DUE NO LATER THAN: due upon lease signing

SECOND PAYMENT OF \$4,429.53 DUE NO LATER THAN: December 01, 2018

FINAL PAYMENT OF \$4,429.54 DUE NO LATER THAN: January 01, 2019

Make checks for items above payable to AMERIVEST REALTY at 4851 Tamiami Trl. N., Suite 258, Naples, FL 34103. PHONE: (239) 272-0645, EMERGENCY PHONE: (239) 272-0645 unless otherwise instructed in writing. Taxes are subject to change according to applicable law.

UTILITIES/SERVICES/CHARGES RESPONSIBILITY "T" for TENANT, "O" for OWNER

Electric--O (see special stipulations)

Gas--N/A

Trash--O

Cleaning Charge (Base)--T

Local Phone--N/A

Internet--O

Pool Service--N/A

Water--O

Sewer--O

Pest Control--O

Cleaning Charge Amount--Market Rate (deducted from security deposit)

Basic Cable--O

Softener Salt--N/A

Broker will hold Seasonal Cleaning / Damage / Utility Deposit ("Deposit") unless otherwise specified here.

Special Stipulations:

- 1) Smoking is NOT permitted on the premises by TENANT, guests or invitees. TENANT understands that smoking on the premises shall be considered a material default under this lease agreement. In the event the premises are damaged in any way due to smoking on the premises, TENANT will be fully responsible for eradication of smoke-related odors and repair of any damage due to the smoking. TENANT agrees that smoke related damages will in no way be considered ordinary wear and tear.
- 2) TENANT acknowledges electric service will remain on in the LANDLORD'S name and TENANT is responsible for any electric charges over \$80.00 per month, due upon copy of bill from LANDLORD, as additional rent. TENANT agrees to allow LANDLORD to deduct final electric charges over \$80.00 per month from TENANT'S security deposit after vacating.
- 3) In the event TENANT cancels this lease or vacates prior to the expiration of the lease, LANDLORD will attempt to find another TENANT for the unexpired term of the lease. However, TENANT remains liable for all the rents until the end of the lease term. If the LANDLORD re-rents the property prior to the end of the lease term, LANDLORD shall refund a pro-rated amount of rent to the TENANT, subject to claims of damages, commission, and any other amounts due to the LANDLORD.

This Agreement is intended to be a legal and binding contract and is subject to the approval of any condominium and/or homeowner's association if any is required. Parties signature below signifies their agreement with all terms of this agreement.

CHECK-IN: Check-in time is any time after 3:00 p.m. Upon arrival, you will pick up your keys at the office address listed on the reservation form during business hours until 4:30 p.m. If you plan to arrive after 4:30 p.m., or on the weekend, you will need to call your LEASING ASSOCIATE at least one week in advance to arrange special timing for key pick up. REFUNDS OR ADJUSTMENTS CANNOT BE MADE FOR LATE ARRIVALS OR EARLY DEPARTURES FOR ANY REASON.

CHECK-OUT: Check-out time is any time before 11:00 a.m. TENANT shall be liable for any damages as a result of late check-out.

PAYMENT: All money is due as per the above dates in the form of a cashier's check, money order or travelers check (U.S. Funds). Personal check will be accepted only if received 12 weeks prior to arrival and drawn on a U.S. bank.

OCCUPANTS: Only those designated in this agreement as TENANT shall occupy the unit unless written consent of OWNER or OWNER'S AGENT is obtained. TENANT agrees to abide by all occupancy rules of association or other governing agency.

ASSOCIATION RULES AND REGULATIONS: Anyone occupying a unit governed by a homeowner's or condominium association shall abide by all association rules and regulations. TENANT shall not be permitted to take occupancy unless TENANT has obtained all required association approvals. TENANT shall have sole responsibility for making application to the association and shall do so within the time frame required by association. TENANT agrees to comply with all association requests for information.

ACCOMMODATIONS: Due to circumstances beyond the control of Broker and/or OWNER, if your designated unit is not available for any reason, Broker will use its best efforts to locate a comparable substitute unit. In the event a substitute unit is not available, TENANT agrees to hold OWNER, Broker, its AGENTS and representatives harmless for any damages, costs or inconvenience suffered and TENANT shall receive a full refund of any and all amounts paid.

AMENITIES: TENANT agrees to hold OWNER and Broker harmless in the event of a failure of or non-availability of any amenity.

VEHICLES: No boats, motor homes, trailers, commercial vehicles or motorcycles shall be permitted on the premises unless otherwise provided herein.

PETS: Pets are not permitted and constitute a serious violation. If an exception is made, TENANT agrees to execute a pet addendum and OWNER may charge a non-refundable pet fee and/or a pet Deposit. Non-refundable pet fees are subject to sales and tourism tax.

SEASONAL CLEANING/DAMAGE/UTILITY DEPOSIT: This Deposit is required with all confirmed reservations and shall not be applied to the rent by the TENANT. OWNER may apply Deposit to electric, telephone, cleaning charges, taxes and damages or any charges due under the terms of this agreement as well as consider such deposit a good faith deposit. Deposit balances if any will be refunded after OWNER receives ALL final bills. THIS GENERALLY TAKES UP TO 60 DAYS. Damages caused by TENANT will be deducted from the Deposit but this does not limit the amounts to be charged. TENANT agrees to submit payment for long distance, electric, utility charges as they are submitted to TENANT during the rental term. Any balance of amounts owed left after check-out will be deducted from the Deposit and if any additional sums are due over and above the amount of the Deposit, TENANT agrees to send payment on demand from Broker or OWNER immediately. Utility charges may be prorated by OWNER if billing periods do not correspond to occupancy dates.

RIGHT OF ENTRY: Unit is not currently listed for sale. Upon 24 hours' notice, OWNER or OWNER'S representative has

the right to enter the unit for the purpose of showing the unit to prospective purchasers or TENANTS, to make repairs, or to inspect unit. OWNER & Broker and/or its representatives have immediate right of entry in cases of emergency, or to protect or preserve the premises. TENANT shall not alter premises or add locks without prior written consent from OWNER or OWNER'S representative.

PHONE/CABLE: TENANT is responsible for all long distance phone and any additional Cable services if Cable is provided. Phones shall be used for local calls only. Any long distance calls must be made by calling card, collect or credit cards. Do not accept any collect calls or allow any calls to be charged to the phone.

MISCELLANEOUS CHARGES: TENANT shall be assessed Locksmith charges and Association charges, if any, for each key, pass, pool tag, opener, lost or not returned to Broker or OWNER upon check-out date. Such charges will be deducted from the Deposit. TENANT agrees to pay Broker the greater of \$35.00 or actual cost immediately to provide access to the unit in the event of a lock out.

CLEANING CHARGES: TENANT agrees to pay the aforementioned cleaning charges, plus applicable taxes. TENANT shall clean all dishes. Tenant is not required to launder all linens/sheets/towels prior to check-out. TENANT shall not be responsible for making up beds at check-out. TENANT authorizes Broker and OWNER to deduct these Cleaning Charges from the Deposit. If Broker determines, in its sole discretion, that excessive dirt, furniture stains, carpet stains or other damage is present, additional charges will be assessed and deducted from Deposit and/or charged in addition to the Deposit.

MAINTENANCE: OWNER shall be responsible for maintaining the unit unless damage is caused by TENANT'S misuse or neglect. TENANT agrees that no rent reduction or abatement will be given unless unit is deemed to be completely uninhabitable. TENANT may not make any changes to the unit and must put furniture back to its original placement if moved. Broker will order repairs in a timely manner once notification is given by TENANT, but Broker has no control over the scheduling availability of vendors. Any work performed by the condo or homeowner's association in the unit or buildings, nearby buildings grounds or common amenities is not reason for refund or cancellation of this agreement after check-in date. Broker shall not be liable for any losses or damages, including incidental or consequential damages, including those caused by OWNER'S failure to perform repairs and maintain the unit.

ASSIGNMENT: TENANT shall not assign this agreement or sublet the premises or any part thereof. Any unauthorized transfer of interest by the TENANT shall be a material breach of this agreement.

INDEMNIFICATION: TENANT agrees to indemnify and hold harmless OWNER and Broker and their AGENTS from claims, suits or damages of any kind, from or related to any acts or omissions of TENANT or TENANT'S guests. TENANT agrees to indemnify and hold Broker and its AGENTS harmless from damages and losses unless due to Broker's gross negligence. TENANT agrees to look solely to the OWNER in the event of a legal dispute regarding this agreement or the premises.

RISK OF LOSS: Personal property of TENANT and TENANT'S invitees shall be in the unit at the sole risk of TENANT. Broker and OWNER shall not be liable for any damage caused to said personal property arising from fire, accident, acts of God, criminal acts, acts of negligence or bursting or leaking water pipes.

TENANT agrees that in the event there are hurricane or storm shutters on the premises, TENANT will install same if there is a hurricane or tropical storm watch or warning in effect and/or at the request of the property manager or OWNER. If TENANT is unable to perform this task for any reason, TENANT agrees to notify property manager or OWNER as soon as any storm watch or warning is placed into effect.

ATTORNEY'S FEES: The prevailing party in any litigation between LANDLORD and TENANT concerning enforcement of the terms and conditions of the lease shall be entitled to reasonable attorney's fees and court costs. LANDLORD and TENANT waive the right to demand a jury trial concerning any litigation between LANDLORD and TENANT regarding enforcement of the terms and conditions of this lease.

HAZARDS: It is unknown if there are hazards that affect the premises. Broker does not have the technical expertise to advise you of their significance or to ascertain whether or not they are present. Hazardous substances in the home can include cleaning chemicals, paint, lawn and garden chemicals and a variety of indoor air pollutants that can accumulate in improperly ventilated buildings. Hazardous substances outside the home include those found in contaminated land, water, landfills and other disposal sites, and industrial air and water emissions. Some of the more common hazards are asbestos, ground water contamination, lead base paint, urea formaldehyde, foam insulation (UFFI) mold, mildew and radon gas. Any property built prior to 1978 may contain a lead based paint hazard. TENANT is not permitted to have access to any rooms, storage areas or closets which are designated to be exclusively for the use of the OWNER.

RADON GAS: Radon Gas is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. Broker makes no representations about the existence of radon gas on the subject Premises.

TIME IS OF THE ESSENCE: Time is of the essence with respect to all time periods contained in this agreement.

AGENCY: TENANT understands and agrees that Broker will be compensated by the OWNER.

ACCEPTANCE BY FACSIMILE AND/OR BY ELECTRONIC SIGNATURE BY ANY OF THE PARTIES SHALL CONSTITUTE VALID BINDING ACCEPTANCE OF THIS LEASE AGREEMENT AND ITS ADDENDA:

SIGNATURE PAGE

Marjorie Miskell

TENANT

Mary Craig

OWNER

This lease has been drafted by the Law Offices of Heist, Weisse & Wolk, P.A. 1 800 253 8428
Reference #47566