

## **RENTAL AGREEMENT FOR PELICAN PASS**

### **Rental Period, Amount, and Payment Method**

The rental period is from \_\_\_\_\_ thru \_\_\_\_\_. The total rental fee amount of \$ \_\_\_\_\_ is to be paid by the guests for use of the premises during this period of time. In addition, a security deposit of \$500.00 is to be paid by the guests. The deposit is refunded as per the terms below. All money collected will first go toward the deposit then applied towards the rental fee, with the remaining balance check, cashiers check, money order, or travelers checks. Checks should be written out to William Smallwood.

### **Terms and Conditions**

The terms “rental home, premises, vacation home, and property” are one and the same. Any reference to either of these terms within this document refers to the property described above. The term Guest(s) refer to the individual of individuals renting the vacation home described above, for the purpose of pending their vacation in said property.

At the termination of this rental agreement, the Guests will surrender the rental home in the same condition it was when they received it. Guests are responsible for the upkeep of the vacation home while the home is under their control. Any misuse or neglect of the property, which causes damage to, said property, either inside or outside the property, is the responsibility of the Guests. Damage amounts not paid when the property is vacated will be deducted from the \$500.00 Security/Damage deposit.

Any materials that are considered “Hazardous” are not to be moved or kept on the premises. Damage from fire caused by such materials, because of their introduction into the property by the Guests, will be considered a violation of this agreement, and the guests will be liable for any damage.

A guidebook is provided and should be read. It explains particular operations of the property and contains important information.

Children are welcome on the premises, so long as they remain under parental supervision at all times. Children under the age of 13 years of age are not to remain alone in the home. Pets of any kind are not allowed in the house.

Reasonable use of utilities (gas, water, electric) are included as part of this agreement. Please conserve the utilities and turn off the ceiling fans and air conditioners when not in use. Local phone services are also included. Phone cards are to be used for all long distance phone calls. Any long distance charges will be deducted from the damage deposit plus a service charge of \$10.00.

### **Security/Damage Deposit**

A security/damage deposit of \$500.00 is required to rent this property. This amount will be refunded within 60 days after the rental period, less any claims toward damage, missing items, or uncollected amounts owed. If damages exceeds the security deposit

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amount, then the guests must pay the difference in full, including any and all legal fees, fines, and attorney fees.

### **Cleaning**

The property is cleaned prior to occupancy and should be left in a clean condition when vacating. Any excessive cleaning or cost of any damaged items will be deducted from the security deposit.

### **Cancellations**

Any and all notices of cancellations for any reason are to be made in writing. If/When a notice is received more than 60 days before the rental date, all attempts to re-rent the property will be made. If the property does not get re-rented, a loss of security deposit and prepaid rental fees up to the amount of the loss. If less than a 60 day notice is given, 100% of all money collected will be retained.

### **Liability Waiver**

Owners assume no responsibility for lost, stolen, or damaged items that belong to Guests. This includes losses resulting directly or indirectly from natural events such as floods, storms, hurricanes, or three acts or nature. Owner is not responsible for any accidents or injuries that occur on the premises. Owner is also not liable for incidents such as fire, breakdown or equipment or machinery, acts of war, strikes, theft, pilferage, epidemics, quarantines expenses, or losses sustained by the guest as a result of such incidents or occurrences.

### **Guest(s) Information**

Contact person/Responsible Party \_\_\_\_\_

Address \_\_\_\_\_

Home phone: \_\_\_\_\_

Work Phone \_\_\_\_\_

E-mail \_\_\_\_\_

Drivers License \_\_\_\_\_

I, the undersigned, hereby confirm that I am 21 years of age or older, and agree to all the terms and conditions set forth in this rental agreement.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_