



FORT MYERS BEACH VACATION RENTAL PROPERTIES

www.funandsun.biz

Guest Name:

Unit:

Stay Dates:

Signature /date:

Rental Agreement – Fun & Sun Property Management LLC

We do want you to enjoy our rental properties and have a great time at Fort Myers Beach. Most of you are on vacation and want to relax and have fun. We strive hard to ensure this happens; and the great majority of our guests provide us with very high praise in their feedback and reviews. We do have to have rules such as this contract so as to be able to deal with the very few situations that might cause concern.

1. AGREEMENT

This Rental Agreement (“Agreement”) is a legally binding agreement made between the person making the reservation (“Guest”) and Fun & Sun Property Management LLC (“Manager”), pursuant to which the Guest has agreed to rent the identified rental property for the duration of the rental period for an agreed rental price and other good and valuable consideration as described herein.

2. GENERAL RULES

- Guest shall abide by all laws and regulations including but not limited to
 - the Short Term Rental Code of Conduct and Ordinances of the Town of Fort Myers Beach. Key aspects of these rules are included in this contract.
 - Any specific building rules such as Condo Docs and Association Rules and other rules as displayed at the building.
- Manager will normally email arrival details and access codes to the guest about 1-2 months before the agreed rental start date. Additional keys and car-park gate passes (if required) will be available for collection from inside the rental property.
- Arrival time is after 4pm on the start date. If you arrive earlier, typically it is possible to drop your bags, then use the pool, beach, shop and generally start your vacation EXCEPT you must allow the cleaners to complete their work without hindrance. Any delay to the cleaners can result in additional charges that will be passed onto the Guest.
- Departure time is 10am on the departure date. This is strictly enforced and the cleaners often arrive at 10am to prepare for the next guest.
- All guests are requested to provide:
 - At least one contact cellphone number for voice / text as this enables prompt communication to resolve any issues
 - Your preferred arrival time on Day 1; and your anticipated departure time if you expect to depart before 10am on your last day (this assists us with trying to clean units early to allow new guests to arrive early)
- When you depart, please:
 - Load up and start the dishwasher with any dirty plates, etc
 - Make sure furniture and beds are in their original locations; there is a charge if our cleaners have to move furniture back to its correct location
 - Please discard all open food from fridge and cabinets.
 - Leave unit in a neat, tidy and orderly condition (\$50.00 minimum fee for any extra cleaning needed)
 - Lock all windows and doors
 - Throw kitchen trash bags into the trash chute or other external waste receptacle
 - Leave keys and any carpark passes on the kitchen counter and lock the front door behind you



- During your stay:
 - If you have any breakages or notice something not working, or just general comments such as on how we might improve your stay, then please contact us as soon as possible so we are able to take prompt action to assist. This just helps us to maintain the condos to a high standard for the next guests; and you will not be charged for damage or wear & tear you did not cause. We are generally very forgiving if you can tell us promptly of any issues.
 - **Turtle season is May 1st to October 31st**. Condo and Lanai lights on the beach side must be turned off or shielded with closed blinds/curtains from dusk to daylight (several properties have added approved window tint on the beach side lanai doors, and installed “Turtle-proof” lights and orange bulbs on the lanai to alleviate this issue). There is up to a \$5000 fine for causing the death of every turtle including newly hatched turtles; and the inspectors do take photos of the condos every night as evidence. See www.turtletime.org/ Guest agrees to pay all fines for their reservation period
 - All chairs and other beach equipment must be removed from the beach before 9pm every day. Discarded beach furniture is also a hazard for the turtles.
 - The Building Association’s pool loungers and chairs are not to be removed from the pool deck.
 - Only operate the air-conditioning / heat between 74-78 deg F and only operate with the fan on Auto. Operation outside of these parameters or with the external doors and windows open may cause damage and cause the system to fail. This can be expensive repair and may leave you without any climate control while we arrange repairs
 - Please keep the general community clean and tidy. So please:
 - wash your feet, chairs and beach toys prior to entering the building after being on the beach, so as not to leave sand trails through the building.
 - do not store items outside of your unit or hang items on the railings; several associations do remove these items.
 - treat the property as your home and clean up after yourselves. Some of the neighboring properties are occupied year-round by owners where this is their home; please respect their home.
 - During guest’s stay there is no daily maid service and guest is required to maintain the cleanliness of the unit, as they are self-catering.
 - The Property is NON-SMOKING. Some properties provide outside areas for smoking and vaping. A minimum fee of \$100.00 will be charged to bring the unit back to non-smoking standards.
 - Only owners are allowed to have pets.
 - As a general rule, please only flush items down the toilet that have either been digested or are a reasonable amount of toilet tissue. The toilets are on a communal down pipe. So if you block that pipe then your vacation may be disrupted by an over-flowing toilet from the waste-water of the condos above. Please do not flush diapers, sanitary towels, wash clothes, old phones, junk mail, hopes, dreams or goldfish down the toilet.
 - House parties are not allowed in the property. Guests are not allowed to organize graduations, proms, gatherings, reunions, weddings, receptions, or any other function similar in nature. The number of people in the property must never exceed the maximum occupancy.



- Guests shall ensure all activities, including swimming, shall be kept to a reasonable noise level that is non-intrusive and respectful of neighbors. This particularly applies to the quiet hours between 10pm and 7am.
- Parking areas at the Property are for automobiles only. Motor homes, commercial vehicles, boats, trailers, etc. are not permitted, unless otherwise authorized in writing. Each Guest is allowed one parking space; additional parking spaces may be available.
- Manager is not responsible for any personal items left in the Property after departure. If items are found in the unit and guests wish them to be returned, guest will pay packing and shipping cost.

3. **OCCUPANCY**

- Guest agrees that no more than maximum stated number of persons shall be permitted on 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. Occupancy must be by a “family” living as a single family, nonprofit housekeeping unit, such that there are not more than four adults who are not related by blood, marriage, or adoption.
- In accordance with Florida Statute, Guest confirms that the person entering into this agreement is over 25 years old; and will be part of the group staying at the property. This person will take responsibility for ensuring that all guests follow this Rental Agreement and behave in a good manner. **Guest agrees to have informed consent of all members of Guest’s party to be bound by the terms of this agreement.**
- Any reservation obtained under false pretense will be subject to forfeiture of all monies paid and the party will not be permitted to occupy the Property.

4. **CONDITION AND USE OF PROPERTY**

- The Property is provided in “as is” condition. All our properties are privately owned and are furnished to the owner’s taste to exceed minimum rental standards as generally depicted in the unit description and photographs. Manager shall use its best efforts to ensure the operation of all amenities in the Property, such as internet access, or cable TV as applicable. Manager shall not be held responsible for such item’s failure to work, but will make reasonable effort to correct any issues reported as quickly as possible.
- Guest acknowledges that use of amenities such as hot tubs, pools, spas, fireplaces, decks, and the like may be potentially dangerous and involve potential risks, 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 shall not disturb, annoy, endanger, or inconvenience other people such as neighbors, residents or other renters 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.
- Our properties are regularly treated to control bugs inside the property including to control bed bugs. So the presence of any bed bugs is presumed to have been caused by Guest unless Guest can provide clear and convincing evidence otherwise. Guest will be required to vacate the property immediately without refund and pay for treatment to remove the bed bugs.

**5. 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.

6. 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 Manager shall not be responsible or liable for any reason whatsoever. Guest hereby covenants and agrees to indemnify and hold harmless Manager 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, attorneys' 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 Manager harmless in all such cases. Manager suggests that the Guest strongly considers the need for purchasing travel insurance.

7. RELEASE

- Guest hereby waives and releases any claims against Manager, 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. Guest agrees to use any such facilities or amenities entirely at the Guest's own initiative, risk and responsibility.

8. ENTRY AND INSPECTION

- Manager reserves the right to enter the Property at any reasonable times for the purposes of inspecting the Property or carrying out repair and maintenance or showing the Property to prospective purchasers, renters, or other authorized persons; where possible, reasonable advance notice of the need to access will be given. If Manager has a reasonable belief that there is imminent danger to any person or property, Manager may enter the Property without advance notice. Notice maybe provided verbally, by text or email.

9. UNAVAILABILITY OF PROPERTY / CANCELLATION

- In the event the Property is not habitable during the Rental Term due physical events such as construction or maintenance issues such as burst pipes, Manager will apply due diligence and good faith efforts to locate a replacement property that is equivalent to the Property with respect to occupancy capacity, location and value. If such replacement property cannot be found and made available that meets the reasonable satisfaction of the Guest, Manager shall return the rent payments made by the Guest but pro-rated for the remaining vacation period and taking into account all costs and taxes such as cleaning, whereupon this Agreement shall be terminated and Guest and Manager shall have no further obligations or liabilities in any manner pertaining to this Agreement. No refunds will be given for cancellation or interruption that occurs due to any weather condition, evacuation orders or other government instructions that prevent use of the accommodation. Manager suggests that the Guest strongly considers the need for purchasing travel insurance.



- All guests must comply with any mandatory evacuations as required by state and local officials such as due to severe weather conditions.
- If the Guest cancels their reservation, Manager will review each situation on an individual basis. In general, Manager will return all fees except \$100 administration fee if we are able to rebook the condo for a similar price for the cancelled period. So the earlier we are informed of the need to cancel, then the more likely we are to be able to re-advertise and re-book the property. Currently our properties are very popular, and we maintain near to 100% occupancy; so we have a high chance of re-booking if the guest informs us as early as possible. Manager strongly suggests that the Guest considers the need for purchasing travel insurance such as for the risk of cancellation.

10. DEFAULT

- If Guest should fail to comply with the conditions and obligations of this Agreement, Guest shall surrender the Property immediately, 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 the Manager shall be entitled to reimbursement from the Guest for all costs incurred, including if any legal action is necessary.
- Guest will be charged what is agreed to be a nonpunitive amount as listed below for the following occurrences:
 - \$250 for each unauthorized animal. \$150 for each invitee or licensee who is unauthorized or in excess of the occupancy limit, odor removal due to smoke, pets, or otherwise, violating terms concerning pool equipment, air conditioner, smoke detectors, outdoor furniture, excessive cleaning including for dirty dishes and leaving items to be disposed, trash or otherwise, and nonemergency use of fire extinguishers, and;
 - the invoiced amount plus \$25 to remedy fines issued, replacement of missing items, damages not covered by Damage Waiver, stains, bed bug treatment, long distance phone calls, and pay-per-view purchases, and key or pass that is not returned.
 - Unless prior approval is attained from Manager, there will be a charge equal to a one-night stay for late departures

11. 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 Manager.
- This Agreement shall be governed by the laws of the State of Florida.
- No warranties exist unless expressly stated herein
- The words "Manager" 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.
- Any controversy or claim arising out of or relating to this contract shall be settled by arbitration, to the exclusion of a credit card dispute process and civil litigation and shall be administered by the



American Arbitration Association with one Arbitrator in Lee County, FL. Judgment on the award rendered by the arbitrator may be entered in any court with jurisdiction. Parties agree this clause provides a reasonable alternative to civil litigation and credit card disputes because it is mutually agreed to and administered by a neutral party.

- Guest waives any right to dispute a credit or debit charge, request or demand a chargeback, or dispute that a detailed item description was provided, contact information was clearly and prominently displayed, and grievance policy instructions were provided.
- Payment of a deposit or any portion of the Rental Fee shall be deemed as full acceptance of this Agreement by Guest. Guest may still be asked to sign the contract directly or electronically as additional evidence of full acceptance.

=====END=====

