

Vacation Rental Agreement for Tidemark Cottage, Key Largo

I. The Parties

This Short-Term Rental Agreement ("Agreement") dated _____ is

Between _____ ("Guest") and a business entity known as **Tidemark, LLC** ("Landlord"). Landlord and Guest ("Parties") agree to the following terms and conditions:

II. The Property

Guest agrees to rent the residential dwelling described as a single-family home with 2 bedrooms and 2 bathrooms. Property address is 450 Hazel St. Key Largo, FL 33037.

III. Guests

The total number of individuals allowed to stay at the Property for any period will be limited to 6 people. Additional guests, including day guests, are not allowed unless special permission is approved, in writing, by the host.

IV. Start and End Dates

The term of this Agreement is set for arrival on _____ at 4PM and departure on _____ at 11AM ("Rental Period").

All checkout instructions will be followed by Guest and a timely departure or a minimum of an additional nightly rate will apply.

V. Payment and Fees

The full rental amount due to the Landlord by Guest shall be for the total amount of \$_____, or nightly rate of \$_____.

VI. Security Deposit

- A Security Deposit of \$_____ has been collected with this agreement and will be returned in full within 7 calendar days of the departure date so long as the property is left in the condition it was received. Inventory of any damages and applicable fees will be provided to Guest in writing and deducted from the Security Deposit. Landlord's recovery of damages is not limited to the amount of the Security Deposit.
- The Guest shall not be obligated to pay a Security Deposit as part of this Agreement. This does not absolve the Guest of the cost of any damages incurred.

VII. Pets

Under no circumstance shall the Guest be allowed to have any type of pet on the Property.

VIII. Termination

The Landlord has the right to inspect the premises with prior notice in accordance with applicable State laws. Should the Guest violate any of the terms of this agreement, the rental period shall be terminated immediately in accordance with State law. The Guest waives all rights to process if they fail to vacate the premises upon termination of the rental period.

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IX. Maintenance and Repairs

Guest initials _____ Guest shall maintain the premises in a good, clean, and ready to rent condition, and use the premises only in a careful and lawful manner. Guest shall be responsible for the cost of maintenance and repairs should the premises be left in a lesser condition, including any loss of rental income due to repairs causing property to be out of commission for any period of time.

Guest initials _____ Guest will be held financially responsible for any damage to the Spa/Pool during their stay. Spa/Pool Rules have been provided and must be followed to avoid damage and injury. Guest will inform the Landlord of any damage to the Spa/Pool immediately.

Guest initials _____ Guest will be held financially responsible for any damage to the docks. Guest will inform the Landlord of any damage to the docks immediately.

X. Trash

Landlord requires Guest to use the following instructions for trash removal on the Property: move trash bin to the street Friday and Tuesday evenings (for Saturday and Wednesday morning collection). Blue Recycle bin to be placed in pick-up area near driveway at street on Wednesday evenings (for Thursday morning collection).

XI. Subletting

Guest shall not be allowed to sublet the Property.

XII. Quiet Enjoyment

Guest shall behave in a civilized manner and shall be good neighbors respecting the rights of the surrounding property owners. The Guest shall not create noise or disturbances likely to disturb or annoy the surrounding property owners. Creating a disturbance of the above nature shall be grounds for immediate termination of this agreement and Guest shall then immediately vacate the premises.

Quiet hours in Monroe County are from 10PM to 7AM Sunday through Thursday and 11PM to 8AM on Friday and Saturday.

XII. Smoking

Any and all forms of smoking shall not be permitted inside the Property. Any evidence of smoking on the property outdoors will be charged an excess cleaning fee.

XIV. Landlord's Liability

Guest initials _____ The Guest shall hereby indemnify and hold harmless the Landlord against any and all claims of personal injury or property damage or loss arising from use of the premises regardless of the nature of the accident, injury or loss. This includes all amenities provided by Tidemark, LLC, including but not limited to the usage of: charcoal grill, tiki hut, kayaks, canoe, spa/pool, docks, fire pit, etc.

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Guest initials ____ Guest acknowledges and ASSUMES THE RISK of using the Spa/Pool without a lifeguard. Guest understands that swimming in the canals surrounding the property is not recommended and that all risk associated with swimming in the waterways is assumed by Guest, including injury or death.

Guest initials ____ Landlord shall not be held responsible or liable for any loss, damage, or theft of Guest's or visitor of Guest's boat, including but not limited to any accessories, equipment, or personal belongings associated with the boat, while located on or near the rented property. The Guest assumes all risks associated with the storage and use of the boat and agrees to indemnify and hold harmless the Landlord from any claims arising from such loss or damage.

Guest initials ____ Guest expressly recognizes that any insurance for property damage or loss which the Landlord may maintain on the property does not cover the personal property of Guest, and that Guest should purchase their own insurance if such coverage is desired.

XV. Attorney's Fees

Guest agrees to pay all reasonable costs, attorney's fees and expenses that shall be made or incurred by Landlord enforcing this agreement.

XVI. Use of Property

Guest expressly acknowledges and agrees that this Agreement is for transient occupancy of the Property, and that Guest does not intend to make the property a residence or household.

XVII. Shortened Stays and Conditions

In the event the property is inaccessible due to road closures or mandatory evacuations for a major storm or wildfires, a refund for any nights post the closure, will be granted. If the house is not accessible or evacuation restricts the Guest from arriving for their stay, a full refund will be granted or if mutually agreed, any payments made can be applied to alternative dates. Otherwise, there will be no refunds of rents due to shortened stays or ruined expectations because of weather conditions or any other reason Guest chooses to check out early on their own accord.

XVIII. Firearms and Fireworks

Only legally owned and permitted firearms shall be allowed on the premises in accordance with State and local laws.

The Guest agrees that Fireworks and other hazardous materials may not be used in or around the Property.

XIX. Illegal Use

Guest shall use the property for legal purposes only. Any other use, such as but not limited to, illegal drug use, abuse of any person, harboring fugitives, etc. shall cause termination of this Agreement with no refund of rents or deposits.

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XX. Keys

There is a set of keys given to the Guest for the duration of their stay. If Guest should lose any of the keys, there shall be a penalty for every set of keys lost in the amount of \$150.

XXI. Possessions

Valuable items left behind by Guest will be held with every reasonable effort made to contact in order for a safe return. If items are not claimed for longer than 30 days, they shall become the property of the Landlord. Landlord shall not be held liable for the condition of said items left by Guest.

XXII. Notice and Landlord's Contact

In the event written notice is required the Parties, the following email address shall be recognized for official communication:

E-Mail: tidemark450@gmail.com

Landlord telephone: 305-619-0073 (Sean Gorman) / 305-807-3568 (Chelsea Gorman)

XXIII. Cancellation and Refund Policy

1. Cancellation by Guest:

The Guest may cancel this reservation at any time by providing written notice to the Host. If the cancellation is made more than 30 days prior to the check-in date, the Guest will receive a full refund of all amounts paid. If the cancellation is made 30 days or fewer prior to the check-in date, the total booking amount is non-refundable.

2. Cancellation by Host:

In the unlikely event that the Host must cancel the reservation, the Guest will receive a full refund of all amounts paid.

3. Force Majeure:

Neither party shall be held liable for cancellations due to events beyond their reasonable control (e.g., natural disasters, government travel restrictions), in which case a good faith effort will be made to reschedule or refund, as mutually agreed.

XXIV. Governing Law

This agreement is governed under the laws in the State where the Property is located.

XXV. Severability

In the event any provision or part of this Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, will be inoperative.



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XXVI. Entire Agreement

This Agreement together with any attached addendums or disclosures shall supersede any and all other prior understandings and agreements, either oral or in writing, between the parties with respect to the subject matter hereof and shall constitute the sole and only agreements between the parties with respect to the said Property. All prior negotiations and agreements between the parties with respect to the Property hereof are merged into this Agreement.

Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or by anyone acting on behalf of any party, which are not embodied in this Agreement and that any agreement, statement or promise that is not contained in this agreement shall not be valid or binding or of any force or effect.

Guest's Signature (1) _____ Date _____

Guest's Signature (2) _____ Date _____

Landlord's Signature _____ Date _____



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SPA/POOL ADDENDUM

WAIVER OF LIABILITY FOR SPA/POOL: Guest understands that there are special risks involved in the use of the Spa/Pool. Guest is aware there are potential dangers to children who are not carefully supervised, as well as any person using Spa/Pool at a high temperature for an extended period of time, or if a person has health risks, is intoxicated, using any kind of drugs or medication, or is pregnant. Guest agrees to waive any claim whatsoever against Landlord for accidents or injury arising from use of the Spa/Pool. Guest agrees that he/she is responsible and liable for any damages that occur to the Spa/Pool due to misuse or negligence during their stay. Should Guest or visitors contaminate the water with sand or suntan lotion by not abiding by the rules, Guest agrees to an additional charge of \$250.00 to cover the cost to drain, clean and refill the tub and remediate the contamination to the filtering system. The Spa/Pool is serviced routinely; please notify us if you feel the water is contaminated and do not use the Spa/Pool until it has been serviced, if in doubt.

SPA/POOL RULES:

1. Shower and rinse feet BEFORE entering the Spa/Pool to keep the water clean.
2. Do not add any chemicals besides those provided by Landlord; follow all dosage recommendations.
3. Do not consume alcohol, drugs, or medication while using the Spa/Pool.
4. Be considerate of quiet hours.
5. Keep food and beverages away from the Spa/Pool; do not bring glass in or near the Spa/Pool.
6. Smoking is not allowed in or around the Spa/Pool.
7. Do not repeatedly turn on/off jets.
8. Do not use the Spa/Pool alone.
9. Do not exceed the maximum occupancy of the Spa/Pool (8 people).
10. Children under 16 must be supervised by an adult at all times.
11. Do not use the Spa/Pool if you have open wounds.
12. Do not use the Spa/Pool during thunderstorms.
13. Do not enter Spa/Pool if the temperature is over 104°.
14. Follow instructions for removing and replacing the cover; properly replace cover back on the Spa/Pool after use. Cover must NOT be placed on the ground for any reason.
15. Do not sit or lie down on the cover.
16. No pets allowed in the Spa/Pool.
17. Damage caused by Guest or visitors due to abuse, misuse, or violation of these rules is the responsibility of the Guest.
18. Any damage or spilled food or other materials occur, discontinue use and contact the Landlord immediately.

Guest's Signature (1) _____ Date _____

Guest's Signature (2) _____ Date _____

Landlord's Signature _____ Date _____