

Pointe Santo Condo E-46
Short Term Rental Agreement
R & B 333, LLC (Owner)

Rental Date

Name Family

Property: 2 bedroom condo at Pointe Santo de Sanibel
2445 West Gulf Drive E-46
Sanibel, Florida 33957

Owners: R & B 333, LLC
2445 West Gulf Drive
Sanibel, Florida 33957
Sanibel Condo Phone Number: 239-395-0932
Contact: Renée A. Lerner
Tel: 443-695-0637
reneelerner3@gmail.com

Accommodations: Living/dining room, 2 bedrooms, fully equipped kitchen, bathroom with shower, bathroom with tub, screened in lanai off the living/dining room area, and spiral staircase to rooftop sundeck. Renters may use facilities at Pointe Santo de Sanibel following their rules and guidelines to include and not limited to: BBQ, pool, hot tub, horse shoe toss, lounge chairs on the beach, tennis courts, and volleyball court. Cooking utensils, linen and towels provided.

Number of occupants (Maximum-5): The condo is to be occupied by only _ adults and _ children.

Occupancy Dates:

Arrival on: Month Day, Year at 3 PM or thereafter.

Departure on: Month Day, Year by 9:55 AM.

There are no early arrivals or late departures.

Tenants:

NAMES:

Email:

Home:

Cell:

Home Address :

Rental Price (including security deposit of \$750/week deposit to be refunded after condo inspection on departure date): _____

Payment Method: Check (payable directly to R & B 333 LLC); 300 International Dr #2501, Baltimore, Md 21202. Alternate payment method:

Paypal on website

TERMS AND CONDITIONS OF THE CONDO RENTAL

After you book a reservation for Pointe Santo E-46, R & B 333, LLC will send you a Rental Confirmation, along with an invoice, requesting your deposit on the condo you have booked with R & B 333, LLC. The Confirmation will become a binding agreement when the deposit is paid \$_____ of the rental fee). You are requested to sign a copy of this agreement and forward it to R & B 333, LLC at the time of your deposit by a check sent by Federal Express. The condo agreement will be binding when we have received the signed Rental Confirmation along with evidence of the payment. **No news from you within the next 48 hours after receiving your invoice and contract will result in the release of your days on the bookings calendar.** If you have a question, please call Renée Lerner at R & B 333, LLC, 443-695-0637.

* **OUR PAYMENT AND CANCELLATION POLICIES:** Half of your rent is due in order to reserve your time. The remainder is due no less than 30 days from your rental date. Failure to make this payment subjects your reservation to automatic cancellation without notice to you. The balance due of rent, exit cleaning fee, Florida Tax, and damage deposit must be paid in full no less than 45 days prior to your arrival. All cancellations and any request for changes to your reservation (such as date changes or changes in the number of persons) must be made IN WRITING and emailed to R & B 333, LLC. If you cancel more than 30 days prior to your arrival date, 100 per cent of your total rent will be refunded to you. If you cancel within 15 days of your arrival date, R & B 333, LLC will retain 50 per cent of your total rent as full liquidated damages. However, if your cancelled dates are rebooked by another guest, 70 per cent of your rental monies will be returned to you for the nights rebooked, and 30 per cent will be retained by R & B 333, LLC as full liquidated damages.

Finally, please send your payments in on time to avoid cancellation of your reservation. If you must change or cancel any portion of the services you have already booked, please notify us IN WRITING (by email or letter.) There will be no refunds for the following: 1. no-shows, 2. late arrivals, 3. a reduction in number of persons in your group after your arrival, and/or 4. early departures after your arrival. No refunds will be granted unless there is a serious problem which cannot be remedied within 24 hours, and/or which causes the Guest extreme, undue discomfort or serious inconvenience (see also Complaints and Maintenance below). Guests who abandon their condo without permission from R & B 333, LLC agree they have no rights to compensation.

* **INTEREST-BEARING ACCOUNT:** Guest understands that all rental monies shall be deposited in an interest-bearing escrow account until the rental begins, with any and all interest accrued to the benefit R & B 333, LLC.

* **DAMAGE DEPOSITS:** Damage deposits are fully refundable within 45 days of your departure, provided there is no breakage, damage, missing items, no additional cleaning for condos left abnormally dirty, long-distance calls charged to the condo's telephone, and no other charges incurred before, during or after your stay, still outstanding. All normal utilities (except for long-distance phone calls or careless or extremely excessive use of your condo's energy supplies) are included in your rental price. **You hereby agree to pay R & B 333, LLC the cleaning or replacement costs for all damages to personal property or to the real estate, which may occur as a result of your occupancy, excluding normal wear and tear. Locked pantries and closets are reserved for the use of the condo owner and are not included in this rental.** You as the Guest agree to take all reasonable steps to ensure that your family and other guests in your party adhere to the rules and regulations affecting your condo. The condo is fully furnished, including the supply of bed linens and towels for Guests' use. Rearranging the furniture or removing any items from the condo is prohibited.

* **LIABILITY:** R & B 333, LLC is acting hereunder as agent for accommodations, and assumes no liability for property loss or damages, nor liability for injury, accidents, delay, or irregularity which may be occasioned either by reason of defect in any vehicle or the acts of any company or persons engaged in conveying passengers to or from their condo. Transportation (airlines, ferries, charter vessels, rental cars and taxis) is supplied by providers who operate independently of R & B 333, LLC. We assume no responsibility, therefore, for any loss, injury, or damage to person or property because of the acts of those providers. Furthermore, Guest is responsible for the condo during occupancy, must lock condo's windows and doors securely at all times when not on the premises, and must exercise care in securing all personal property. R & B 333, LLC reserves the right to refuse service or rentals to anyone at their complete discretion.

* **CLEANING FEE:** We charge \$145.00 for the check- out cleaning.

* **NO PETS:** Pets of any kind are **not** allowed in or on the property's premises. A pet or evidence of a pet found on premises will cause immediate eviction, and forfeiture of Guest's entire rent and deposit. The reason for this policy is simple. Pets can damage the premises and many future occupants of the condo are likely to be allergic to pet dander.

* **COMPLAINTS AND MAINTENANCE:** R & B 333, LLC shall make every effort to keep the 2 bedroom condo and its inventory in good working order. In case of a maintenance problem, they will strive to repair the problem as soon as possible after being notified. They reserve the right to be allowed several hours (up to 24 hours) to cure a reported problem. However, no refund or rate adjustment shall be made for unforeseen mechanical failures such as the supply of electricity, telephone service, internet service, water, pool filtration systems, hot tubs, air conditioning, television or cable service, appliances, etc. It is the Guest's obligation to report any problems or damage to their condo IMMEDIATELY to us, between the hours of 7:30 am through 9 pm. These calls should be made to Renée Lerner (443-695-0637).

* **CHECK-IN and CHECK-OUT TIMES:** Pointe Santo E-46 guests must vacate their condo **no later than 9:55 AM**, and check-in time is **3 pm - NO EARLIER!** Failure to check out of our condo at 10 am sharp may result in a \$250 penalty charged to Guest. Check-in and check-out times are strictly enforced at our condo. If you would like a later check-out time, you are required to check with Renée Lerner (443-695-0637) during your stay to see if another group is arriving the day you leave. If not, you might be able to stay on later into the afternoon at no charge, but you are required to get prior permission to stay later than the published check-out time. Permission may not be granted due to the cleaning schedule over which the owners have no control.

* **ENTRY INTO Condo:** R & B 333, LLC or its staff may enter your condo to perform any repairs as necessary.

* **Use of Chairs, Toys, and Umbrellas:** R & B 333, LLC allows its guests to access their owners closet located next to the elevator. The door is marked Roof Access. The closet is the 2nd one on the left. The guests may use anything on the bottom of that closet. The key to the closet can be found in the upper kitchen cabinet next to the kitchen window attached to the orange triangle. The key is to be used to open and close the owners cabinet and left in the kitchen cabinet when not doing so. It is prohibited to take this key to the beach, in your car, etc. The replacement fee is \$25.00. The guest is responsible for keeping the closet secure and locked. Should there be a theft, the guest will assume responsibility for the contents. We also expect the guest to leave the closet in an organized fashion. The owners of R & B 333, LLC keep personal items on the top shelf.

* **SUBSTITUTION:** R & B 333, LLC reserves the right to substitute comparable or better accommodation without liability, should the condo be out of order, been inadvertently double booked, or deemed substandard by us for any reason.

* **DRUGS AND HAZARDOUS MATERIALS:** Guest and members of his party shall not use or permit to be brought into our condo any illegal substances, inflammable fluids (e.g., gasoline, kerosene, naphtha or benzene), or other explosives or articles deemed hazardous to life, limb or property.

* **THE PROPERTY IS NON SMOKING:** Guest and members of his party shall not smoke inside the property. Failure to observe this policy, will result in a **\$750** penalty charged to the guest.

* **Condo KEYS:** There is an electronic code for the entry and this will be supplied the Thursday prior to your occupation of the premises. Please do not allow children to play with the lock or they can quickly wear out batteries, locking you out of the condo. A repairman will then be called and a charge of \$25 to replace the batteries and reprogram the unit will be charged to the guests!

* **CAPACITY OF Condo:** The total number of persons allowed in the condo at any one time is restricted to the number of persons scheduled and paid for, based on two persons per master bedroom and 3 persons per guest bedroom. Should a group misrepresent themselves, they will be required to vacate the condo without refund immediately.

* **HURRICANES:** In the event of a hurricane, guests are required to vacate the premises, which will be locked and shuttered at least 24 hours in advance of a probable hurricane strike. Guests will be required to make their own arrangement to leave the island, but they will only be charged pro-rata for the number of days in the Condo. Refunds will be made for the number of unused days, along with the state tax, and they will be returned with 30 days.

* **QUIET ENJOYMENT AND PARTIES:** R & B 333, LLC wishes to maintain a family atmosphere for the quiet enjoyment of Guests. We rent to family and responsible adults only; absolutely NO house parties or functions such as weddings are allowed without advance WRITTEN permission from R & B 333, LLC. Guests shall be sufficiently quiet and peaceful, so as not to disturb other residents of the neighborhood, particularly after 10 pm at night. If Guest is found to have had a wedding or any sort of group gathering for more

persons than officially scheduled and paid for at the condo, and/or without R & B 333, LLC advance written permission, he is subject to forfeiture of his entire condo security deposit to the condo's owner, at the discretion of R & B 333, LLC.

* **RATES AND PRINTING ERRORS**: The pricing and vacancy information was correct at press time. R & B 333, LLC is not responsible for printing errors or inadvertent omissions. All rates and condo details are subject to change without prior notice.

In any dispute arising out of this rent agreement, the laws of the state of Florida shall apply and the prevailing party shall recover its costs, expenses and reasonable attorneys' fees. This Vacation Rental Confirmation becomes a binding agreement when you send us your rental deposit. **Your sending payment in response to this invoice constitutes your acceptance and agreement to these terms, conditions, limitations and restrictions as printed above.** If you have any problems or questions with any of the preceding, please BE SURE to email or phone us BEFORE you send us your rental deposit monies. Thank you.

* **SOME VERY IMPORTANT NOTES FOR YOUR INFORMATION – PLEASE READ CAREFULLY!**

MAID SERVICE - We send in a cleaning service before your arrival and after your departure so that your condo is very clean.

TRASH – **There is NO trash service to individual condo/homes at Pointe Santo de Sanibel.** There are separate dumpster receptacles for Trash and Recyclables which are located at the condo entrance next to the tennis courts. The residents are expected to take their trash to these containers. On the day when the housekeeper cleans, she will take the trash, but not other days. Bags are provided for your convenience, but you need to remember to take them with you when you go out. Above all, please do not leave bags of trash outside of the condo because they attract insects and animals.

BABIES & TODDLERS AT OUR Condo There is no baby proofing in the condo and you are totally responsible for your children's safety and well-being during your stay.

STAIRS and Elevator – Ponte Santo E-46 has an elevator and stairs that can be utilized to reach the condo on the top 4th floor.

SWIMMING: Swimming is potentially a dangerous activity. **Guests swim at their own risk.** If you have visitors with small children, those **children are the responsibility of the guest and you should watch the children closely.** Guests take full responsibility for themselves and their guests when using the waterfront. Guests are strongly advised when swimming at the beach to do so with more than one person. Swimming alone at that beach is dangerous. Guests swim at their own risk. The gulf is entirely sand and is normally very calm, with little or no currents

Rooftop cover: We have had a special cover made for our rooftop spiral staircase in order to allow you to enjoy the screened in lanai during rainy times. We expect that this be handled carefully as it was custom made and if there is damage to the cover, you will be responsible for repair or replacement as needed.

Checkout: Please leave the condo in the condition you arrived! Please put all dirty dishes in the dishwasher prior to leaving and run it. The laundry will be washed by the maid service. Please take your trash with you as you leave the condo for the week and place it in the containers next to the tennis court. We thank you so much for being our guests. If you would like to return, we offer guests a 5% discount on the next rental fees that are listed for the week you wish to rent.

Signature

Renée A. Lerner, R & B 333, LLC

Date: _____

Date: _____

Guest Name and Signature