**Short Term Rental Agreement**

**Payment Policy**: A deposit equal to 20% of the rent, $50.00 booking fee, departure cleaning fee and optional travel insurance is due within 15 days of making the reservation.Final payment is due 60 days prior to arrival. Visa, Mastercard, Discover, American Express and checks are all acceptable forms of payment. In cases of payment by check, all funds shall be made payable to Premier Sotheby’s, with a notation of your confirmation number written on your check. Reservations that are not paid in full by the final payment date will be cancelled and advance payment forfeited.

**Fees**: All reservations are subject to a $50.00 booking fee, applicable sales tax, and a departure cleaning fee. A Security Deposit (Credit Card Authorization Form) is requiredfor each reservation. Guest will provide Premier Sotheby’s with a valid Visa, Mastercard or American Express card prior to arrival. Guest agrees and authorizes Premier Sotheby’s to charge the credit card for damages, extra cleaning, laundry services beyond normal usage (last days sheets and towels), carpet stains, lost key, gate opener, garage opener or access cards and a lock out charge of $20.00.

**Cancellation Policy**: Cancellation more than 60 days prior to arrival will always result in a loss of 10% of rental amount and the $50.00 booking fee. Cancellation within 60days of arrival will result in a loss of 100% of the entire rent for the stay, taxes, plus the $50.00 reservation fee, cleaning fee and any applicable application fees. If cancellation is made within 60 days of arrival, a refund of rent shall only be remitted for the amount generated by a new reservation.

**Check – In Time**: Check in time is after 3:00 P.M Eastern time. **Note**: Check in begins at listed times but cannot be guaranteed. Property must be clean and inspected priorto occupancy.

**Check – Out time**: Check out time is at 10:00A.M. Responsibilities: Upon checkout, we ask our guests to leave their property in the same general condition as it was found.

Departure responsibilities including the following: leaving clean dishes, putting them away, disposing of all trash in proper street side containers, locking all doors and windows, returning keys to Premier Sotheby’s. Failure to comply with these responsibilities may result in additional charges to the guest.

**Rental Occupancy and Age Requirements**: Each property indicates the number of occupants allowed in a property at any one time. Guest agrees to keep the number ofpeople occupying the premises at/or under the maximum persons allowed. The individual making the reservation must be 25 years of age or older and must occupy the rental property the entire term of the reservation. Any breech of the above policies will result in termination of this agreement, including possible eviction of the property and possible forfeiture of any monies paid.

**Pet/Smoking Policy**: Sorry, no pets are allowed in any property. All Premier Sotheby’s properties are NON‐SMOKING. Any breech of this policy will result in termination ofthis agreement, including possible eviction of the property and forfeiture of any monies paid. Guest will also be responsible for the additional cleaning charges.

**Agents Right of Entry**: Premier Sotheby’s, or its assigns, may enter residence during regular business hours for the normal management of residence with a 24‐hour notice tothe guest. Premier Sotheby’s or its assigns may also enter the residence to show a property listed for sale. In case of emergency, Premier Sotheby’s may enter the residence at any time and without advance notice.

**Indemnification**: Guest hereby agrees to indemnify and hold Premier Sotheby’s harmless for injuries or other losses to guest and other persons and property that may occur inconnection with guest's use of the property. Guest further agrees that, as agent for the owner of the property, Premier Sotheby’s has no control over the condition of the property and, furthermore, that Premier Sotheby’s is not under any obligation to accept for safekeeping any moneys, securities, jewellery, or other articles of personal property belonging to the guest, nor is Premier Sotheby’s or owner liable for any loss in connection with any such items, or for providing security for the property. Premier Sotheby’s will cooperate in forwarding any complaint or concern of guest to the owner of the property but shall not be obligated to correct any condition or hazard associated with the property.

**Damages**: Please report any damage upon arrival by calling Premier Sotheby’s. Also, please report any damage or breakage upon occurrence, so the matter can be settledprior to your departure. Inspection crews carefully check properties, and you will be held responsible for damage beyond normal wear and tear.

**Pools and Hot Tubs**: Any pool located at an individual home that has pool heating facilities will have an additional utilities charge for heating the pool, including all applicablesales tax. The charges shall be prorated and billed to your credit card on file with us after receipt of the utility company invoice. Association or community pools heating (if applicable) are not the responsibility of guest or Premier Sotheby’s.

**Property Rules**: Hereby acknowledge that guest will not be entitled to any refund for any inoperable appliances, to include by way of example only, television, airconditioner, hot tub, or pool. The agent agrees that upon notification by guest of any malfunction Agent shall make every reasonable effort to have such appliance or item promptly repaired. If applicable, this agreement is subject to the approval, rules and regulations of the subject property Association, of which the owner is a member. Guest agrees to all Association rules and regulations, and to pay fees applicable for approval. If Association does not accept or approve guest, this agreement shall be cancelled, and all rental monies shall be refunded.

**Comparable Premises and Force Majeure**: Unforeseeable circumstances may arise, which make it impossible or impractical for Premier Sotheby’s to provide the anticipatedaccommodations to guest. Such circumstances may include, but not limited to, scheduling problems, equipment failure, as well as a fire, other casualty at the property. In such a circumstance, Premier Sotheby’s reserves the right to transfer guest to another vacation property of reasonably comparable value, determined in the sole discretion of Premier Sotheby’s, whose determination shall be final. In other circumstances such as acts of God, acts of war, acts of terrorism, hurricanes, windstorms, fires or other natural occurrences, circumstances not being exclusive, it may be impossible or impractical for Premier Sotheby’s to make available reasonable or other alternative accommodations to guest. In such a circumstance, Premier Sotheby’s shall return 100% of the payments received by Premier Sotheby’s from guest.

**Telephone Use**: Local service is provided at no charge. Rental units are equipped with a non – proprietary calling system that allows you to charge long distance service to thecalling/credit card of your choice. All charges for circumventing this system will be charged to your credit card.

**Rate Change**: Rates, descriptions, furnishings, association/resort fees and availability are subjected to change WITHOUT NOTICE.

**Waiver of terms**: No waiver or any breach of any of the terms of this agreement shall be permitted.

**Governing Law**: This agreement shall be governed and enforced according to the laws of the state of Florida. The prevailing party in any lawsuit to enforce any provisions ofthis agreement shall be entitled to an award of attorney fees, cost and expenses for mediation, arbitration and trial or appellate proceedings.

**On‐line Booking & Information**: The information provided on‐line, although deemed accurate, is not guaranteed, and may be subject to errors, omissions, change of price, orwithdrawal without notice.

**Entire Agreement**: This agreement contains the entire agreement of the parties. It may not be changed orally, but only by an agreement in writing signed by the party againstwho enforcement of any waiver, change, modification, extension, or discharge is sought. Guest cannot assign or transfer this Agreement.

\*All policies and procedures are subject to change and/or update without notice.

(Effective: 1/15/13)

Date: \_\_\_\_\_\_\_\_\_\_\_ Guest Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_