WITH THIS AGREEMENT, dated Miloff Aubuchon Realty Group, Inc. of 1 the representative/agent of the property o	314 Cape Coral Pkwy. E. Suite 1		ne (239)-541-XXXX ("AGENT") as		
("Property Owner")			AGT()		
("Guest(s)")		(email:)		
Guest(s) Home Address					
Home Phone()	Mobile Phone()	TOTAL # of Occupants		
Property Name:	Address:		Unit:		
City:	, FL Zip:	Parking Sp.#	No. of Bedrooms		
Check In Date:	(After 3:00PM)	Check Out Date:	(10:00 AM)		
RENT FOR TERM*: MINIMUM CLEANING SALES TAX (6/%): TOURIST TAX (5%): CONDO/HOMEOWNER BOOKING FEE: (4% OF *taxable item TOTAL AMOUNT OF ELECTRIC OVERAGE (GUESTS WIL	S ASSN. APPLICATION TOTAL CONTRACT) RENTAL CONTRACT:	\$ \$ \$ \$ \$ \$ \$ PAY THE FIRST \$ & DIFFERENTIAL FOR T			
The	PETS ALLOWED: Refundable Pet Deposit \$_ ntract amount due at le necks drawn on a <u>United States</u> bank Use of attached credit card a booking is not secured	ast 60 days prior to arr , cashier's checks, and credit cards (uthorization form is required. until the deposit is rece	-ival: \$ VISA®, MasterCard®). 2 ived.		
	Security Deposit is collateral for damages or excessive expenses or additional services of any kind due to the requests or actions of the Guests. Security Deposits are held in a separate non-interest bearing account located at Capital Bank, 506 Cape Coral Pkwy, Cape Coral, FL 33904.				
Make all checks payable to	: Miloff Aubuchon Realty Group, I	* *	e 102, Cape Coral, FL 33904		
	Initals				

ADDITIONAL TERMS AND CONDITIONS PLEASE READ THE FOLLOWING INFORMATION CAREFULLY

TERMINOLOGY: As used herein, the singular shall include the plural and the plural the singular, the masculine shall include the feminine and the feminine shall include the masculine. The terms guest(s), tenant(s) and resident(s) are interchangeable.

FULL AGREEMENT: This Lease agreement contains all agreements, promises and undertakings between Owner and Guest, and there are no other or oral agreements, promises or undertakings of any kind or nature. No oral agreements, promises or undertakings hereafter made shall be binding upon either Owner or Guest unless reduced to writing and signed by both parties, and this Lease supercedes any and all prior agreements between the parties relating to the Premises.

SUBSTITUTION OF ACCOMOCATIONS: Circumstances may cause your confirmed unit to be unavailable. Therefore, Miloff Aubuchon Realty Group, Inc. reserves the right to substitute comparable accommodations. We cannot guarantee the confirmed rate in these circumstances; however, accommodations and rates will be subject to your approval. Should the above Property be unavailable or uninhabitable during the specified time due to unforeseen circumstances, including, but not limited to, Owner's actions, or so called "Acts of God", the Agent will try to provide a Property of comparable quality and utility, which then becomes the Property subject to this agreement, unless Guest requests a return of paid funds which in effect renders this agreement null and void for all parties.

CANCELLATIONS: Cancellations need to be made in writing and are subject to a \$200 cancellation fee. Should Guest cancel less than 60 days before arrival, the total rental amount becomes due, unless the property can be rented to another party for the same time period. In this case an administrative fee of \$200.00 becomes due plus any rent differential and any applicable leasing commissions.

PREPAYMENT FORFEITURE: For reservations that are prepaid, 100% of all monies collected will be forfeited unless the entire amount of reserved time is rebooked within 30 (thirty) calendar days after guest cancels.

NSF CHECKS: There is a \$50.00 handling charge for any checks returned due to insufficient funds. If for any reason it becomes necessary for Miloff Aubuchon Realty Group, Inc. or Owner to initiate litigation to enforce these terms and conditions, the guest shall be liable for all costs of such suit, including reasonable attorney's fees.

EXCLUSIVE USE OF PROPERTY: Use of premises is strictly limited to private residential vacation activities only. No part of the property may be used for any kind of trade or business purpose by either the Guest, or family members, or guests. Guest must vacate the property and return it in proper condition and without any property damages to Agent/Owner. Guest must use all appliances and other technical installations of Property with proper care and diligence. Improper use of appliances and/or damages to these will be charged to Guest. Guest confirms and understands that Property may not and will not be used for any kind of drug dealing activity, drug use and consumption, money laundering operations, organized crime or any illegal activity whatsoever. Guest is not allowed to store/keep/handle on premises of rented Property any dangerous, combustible or explosive items, or materials with such characteristics, or materials which could unreasonably raise the probability, risk or danger of a fire, or materials that are considered dangerous or highly dangerous by the responsible insurance agencies. Guest is obligated to keep the Property secure. At the time of check-in at our office, Agent will explain all locks and security installations and proper use; all damages resulting from carelessness or misuse will be charged to Guest. Guest shall maintain the premises in a clean and sanitary condition and not disturb surrounding residents or the peaceful and quiet enjoyment of the premises or surrounding premises. Any damage to the property resulting from the negligent use of the property, improvements thereon, appliances and fixtures shall be charge to Guest.

PETS: In the event that a guest has a pet(s) in a unit where pets are not allowed; this action will cause forfeiture of all payments including security deposit, and guest will be required to vacate the property immediately and guest will be liable for any damages caused by said pet(s). Pets will be allowed ONLY if written permission is granted by Agent/Owner and Guest will be fully responsible for the actions of said pet(s). All pets are subject to approval and a pet application is required for approval.

STUDENT GROUPS ARE NOT PERMITTED: Students unaccompanied by a parent will not be permitted to register. Any reservation obtained under false pretense will be subject to forfeiture of all monies prepaid and the party will not be permitted to occupy any unit in the Miloff Aubuchon Realty Group, Inc. property management program.

CONDOMINIUM RULES: Your unit is confirmed with the understanding that you will adhere to the rules and regulations set by individual condominium or homeowner associations. See your agent for rules and regulations.

FURNISHINGS: The properties rented through Miloff Aubuchon Realty Group, Inc. are individually owned and decorated. Although Miloff Aubuchon Realty Group, Inc. requires minimum standards, the style, quality, and color scheme of the properties will vary according to the individual owner's preference. Kitchenware may differ from property to property. Owners do not provide personal use items such as bathroom tissue, soaps, paper products, cleaning supplies, etc. If unit is equipped with a propane grille, guest is responsible for filling propane tanks if desired. Guest is responsible for cleaning grill.

TELEPHONE USAGE: Your property may be equipped with a telephone. Check with your Agent if your unit is equipped with a phone. Long distance calls must be charged to a long distance card calling service, credit card, or billed to your home number. Local incoming and outgoing calls are free if so equipped. A minimum handling fee of \$10.00 (or 35% of the long distance charges, whichever is greater) will be imposed for long distance calls charged to the property phone. All calls charged to the property phone and the minimum handling fee will be charged against the security deposit.

INTERNET SERVICE: Your property may or may not be equipped with internet service. If you desire to have internet service in a property that it is not already installed, there will be a monthly charge of \$50.00. If you desire internet service you must notify Agent at least 30 days prior to your arrival. The internet service may or may not be wireless. Ethernet cables may not be provided in all properties. It is recommended that you bring one with you.

MAINTENANCE/INSPECTION: Guest agrees that the premises have been fully inspected and accepts the condition of the premises in "as-is" condition with no warranties or promises express or implied. Guest shall maintain the premises in good, clean, and tenantable condition throughout the tenancy, use all electrical, plumbing, heating, cooling, appliances and other equipment in a reasonable manner, removing all garbage in a clean and sanitary manner. In the event Guest's guests or invitees cause any damage to the premises, Miloff Aubuchon Realty Group, Inc. may at its option repair same and Guest shall pay for the expenses of same on demand as additional rent. In the event a major repair to the premises must be made which will necessitate the Guest's vacating the premises, Miloff Aubuchon Realty Group, Inc. may at its option repair to the premises, Miloff Aubuchon Realty Group, Inc. may at its option terminate this agreement and Guest agrees to vacate the premises holding Miloff Aubuchon Realty Group, Inc. and Owner harmless for any damages suffered, if any. Guest shall notify Miloff Aubuchon Realty Group, Inc. immediately of any maintenance or repair needed, in writing. Guest agrees to immediately test any smoke detector and maintain same. In the event of equipment malfunction within the unit, Miloff Aubuchon Realty Group, Inc. will expedite repairs as quickly as possible. From time to time, it may be necessary to close tennis courts, swimming pools and other amenities for maintenance purposes. It is your responsibility to advise us immediately of any condition or maintenance issue that you discover in your unit upon your <u>arrival</u>. This will prevent Miloff Aubuchon Realty Group, Inc. as soon as possible. No rent adjustment can be made for circumstances beyond our control or malfunction or loss of use of equipment or amenities. For emergencies and repairs please call 239.541.4000.

PEST CONTROL: Units are treated for pests by Condominium Associations, or by contracted pest control companies. Miloff Aubuchon Realty Group, Inc. will use its best efforts to address pest control concerns, but is not responsible for rebates due to the presence of pests, infestations, or in the event of untimely service by pest control companies.

SMOKING: Due to potential allergic reactions of future Guests, smoking is prohibited inside all units. If you must smoke, you must do so outdoors, if allowed and properly dispose of smoking waste. Violators of no smoking rules for units will forfeit their Security Deposit, plus be assessed for additional cleaning expenses to return the unit to non-allergic status. Ashes and burns found inside a unit will be considered as a violation of the no-smoking policy.

EMERGENCY RIGHT OF ENTRY: Miloff Aubuchon Realty Group, Inc. has immediate right of entry in cases of emergency, or to protect or preserve the premises. Guest shall not alter or add locks. Broker. may place "FOR RENT" or "FOR SALE" signs on the premises at any time. Any authorized employee, licensed sales agent, or repairman may enter the premises during customary business hours for any purpose related to the repair, care, improvement, and management of the premises.

Initals_____

UNITS FOR SALE: In the event the Property, which you are renting, is listed for sale, the need to show the Property may arise during your stay. We will make every attempt to schedule any showing at a convenient time so as not to disturb your vacation.

LOST ITEMS/LIABILITY/RISK OF LOSS: Miloff Aubuchon Realty Group, Inc. is not responsible at any time for any items left in any unit. If they are found by inspectors and/or cleaning staff, returns will be held at our office or returned to you at cost plus a handling fee, not to exceed \$25.00. Guest acknowledges there may or may not be exterior cameras present for security purposes only. Notwithstanding such, Guest acknowledges and agrees Agent and Owner are not liable in the event of any camera malfunction. Guest is aware and understands that neither Agent nor Owner is responsible or liable for any of Guest's personal property present on premises of Property. All Guests' personal property shall be at the risk of the Guest. Owner thereof and Miloff Aubuchon Realty Group, Inc. shall not be liable for any damage to said personal property of the Guest arising from criminal acts, fire, storm, flood, rain or wind damage, acts of negligence or any person whosoever, or from the bursting or leaking of water pipes.

CONDEMNATION AND ACTS OF GOD: If for any reason the premises are condemned by any governmental authority, or destroyed through fire, act of God, nature or accident, this rental agreement shall cease and shall terminate as of the date of such condemnation or destruction and Guest hereby waives all claims against Miloff Aubuchon Realty Group, Inc. and Owner for any damages suffered by such condemnation or destruction.

INDEMNIFICATION: Guest agrees to reimburse Miloff Aubuchon Realty Group, Inc. upon demand in the amount of the loss, property damage, or cost of repairs or service (including plumbing trouble) caused by negligence or improper use by Guest or by the family, guests, or housekeeping hires of Guest. Guest at all times, will indemnify and hold harmless Miloff Aubuchon Realty Group, Inc. and the Property owner from all losses, damages, liabilities and expenses which can be claimed against Miloff Aubuchon Realty Group, Inc. and/or the Property owner for any injuries or damages to the person or property of any persons, caused by the acts, omissions, neglect or fault of Guest, or the agents, family or guests of Guest to comply with any applicable laws, statutes, ordinances or regulations.

MAIL: Guests may have mail forwarded by the USPS to their rental address at their discretion.

PARKING RESTRICTIONS: Parking areas at individual sites are only for automobiles. Motor homes, boat trailers, etc. are not permitted. Check with your agent if motorcycles are permitted.

TENNIS: Court times and rules are individual site functions and are not controlled by Miloff Aubuchon Realty Group, Inc. Not all sites have tennis courts.

POOLS: Should the rental home you reserved have an electrically heated pool and you desire to have it turned on you must notify your agent a minimum of 5 days prior to your arrival. Weather conditions, solar heated pools, the availability and use of a solar cover (if provided) will affect the ability to heat the pool and water temperatures can not be guaranteed by owner or agent. Use of the electric pool heater will affect your electric utility bill.

BABY CRIBS: Guest acknowledges that baby cribs are not provided in the Property.

MAXIMUM OCCUPANCY: The unit can be occupied by no more than the maximum number of persons indicated on this agreement. Occupancy is defined as any overnight stay. In the event occupancy is exceeded, Guests must notify Agent and there will be an additional fee of 10% of the "Rent for Term" listed on page 1 of this agreement.

ACT OF NATURE: Miloff Aubuchon Realty Group, Inc. and Owner cannot be held liable for any acts of nature or occurrences beyond our control. No rate adjustment will be made.

HURRICANE POLICY: If you are traveling between May and December, please note that this is hurricane season. Miloff Aubuchon Realty Group, Inc. and Owner are not required to rebate rent in the event of a voluntary or mandatory evacuation.

SUBLET: The condominium or home or any part thereof may not be sublet or this agreement assigned without the written consent of Miloff Aubuchon Realty Group, Inc.

MAID SERVICE/SPECIAL REQUESTS: While linens and bath towels are included in each unit, daily maid service is not. If you desire housekeeping services, we can provide you with a list of Housekeepers and you may contract with them directly based upon your individual needs. The linens in the unit have been inventoried prior to your arrival.

RADON GAS: Radon Gas is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. Broker makes no representations about the existence of radon gas on the subject.

ATTORNEY'S FEES: In the event any dispute arises under this Lease between Agent, Owner and Guest, the prevailing party in such litigation shall be entitled to collect reasonable costs and attorney's fees, at trial and on appeal. Venue shall be Lee County, Florida and this Lease shall be governed by the laws of the State of Florida.

SEVERABILITY: In case that any part of this agreement should be declared void or invalid, this will not have any effect on other parts of this agreement, which can be in effect without the invalid terms; and therefore, the terms of this agreement shall be deemed separable.

WAIVERS: The rights of Miloff Aubuchon Realty Group, Inc. and Owner under this rental agreement shall be cumulative, and any failure on the part of Miloff Aubuchon Realty Group, Inc. or Owner to exercise promptly any rights given hereunder or any waiver by Miloff Aubuchon Realty Group, Inc. or Owner shall not operate to forfeit or waive any other rights allowed by this lease or by law.

CHECK-IN & KEYS: Entry keys will be distributed from our office located at 1314 Cape Coral Pkwy. E. Suite 102 in Cape Coral. Our office is on the first floor. You must check in at our office to obtain your keys. If you expect to arrive after business hours, please notify us and we will make special arrangements for you to obtain keys. At least 3 days prior to departure, arrangements need to be made for the return of keys, etc. You must call your Agent to make these arrangements. All keys, mail box keys, garage door or gate openers, FOBs, wrist bands, etc. must be returned to our office upon departure. Keys/devices not returned to our office will be replaced at guest's expense. A minimum charge of \$50.00 will be assessed for key delivery in the event of a lockout during your stay.

RENEWALS: Current Seasonal Guests have first right of refusal to reserve the same unit for the same period for the following season unless a reservation already exists for said time period or the Property is reserved for said time period by Owner, owner's family, or guests. New rental agreement must be executed within 7 days of arrival or the property will become available to any new guests.

VACATING: At the expiration of this agreement or any extension, Guest shall peaceably surrender the premises and turn in all keys and other property owned by Miloff Aubuchon Realty Group, Inc. leaving the premises in good, clean condition, excluding ordinary wear and tear. The Guest's obligation to observe and perform the Lease covenants shall survive the expiration or any other termination of the term of this Lease.

SECURITY DEPOSIT RETURN: Providing guests leave Property in acceptable condition (no damages, no missing items, no outstanding utility bills, etc.), Guest's security deposit will typically be processed within 15 days after vacancy. After Guest vacates Property and inspection/inventory has been performed and damage or missing items have been observed, Miloff Aubuchon Realty Group, Inc. will take corrective measures to restore the lost or damaged property. A minimum trip fee of \$50.00 will be charged to perform these duties. All damages and charges will be deducted from your security deposit. Damages exceeding your security deposit amount will be charged to you.

DEFAULT: In the event of nonpayment of any required rental payment as provided for in this Lease, or in the event of any breach of any of the conditions, stipulations, promises or covenants as set forth in the Lease, the Guest's right of possession of the leased Property shall forthwith terminate with or without notice or demand and the retention or possession thereafter by the Guest shall constitute an unlawful detainer of the leased Property. In such event, the Guest shall become a Guest at sufferance, thereby waiving all rights of notice to vacate said Property and the Agent shall be entitled to re-enter and re-take possession immediately of the leased Property with or without legal proceedings.

Initals

JOINT AND SEVERAL: If more than one individual, firm or corporation shall join as Guest, the covenants of Guest shall be the joint and several obligations of each party signing as Guest, and when the parties signing as Guest are partners, the covenants shall be the obligation of the firm and of the individual members thereof.

SEASONAL RENTAL: Guest represents and warrants to the Agent, and Agent acknowledges and agrees, that it is their intention that Guest's occupancy will be seasonal and temporary. The parties agree that this Lease shall not be governed by part 2 of chapter 83 of the Florida Statutes.

BINDING AGREEMENT: Guest acknowledges there is no rescission period once this Lease is signed.

CHECK-IN IS AFTER 3:00 PM CHECK-OUT IS 10:00 AM

NOTE: It is the intention of the parties that the laws of the State of Florida (without reference to the conflict of laws provisions contained therein) shall govern the validity of this Lease, the construction of its terms and the interpretation of the rights and duties of the parties. ALL INFORMATION HEREIN IS SUBJECT TO CHANGE WITHOUT NOTICE. The venue shall be Lee County, FL. Only the English version of this agreement is legally binding, a supplied translation of this agreement, if applicable is only for information purposes.

RENTAL PERIC	DD: This Rental Agreement is for a period of	days, beginning the	day of,,
and ending the _	day of,,	<u>_</u> .	
Number of Guests: Prope	erty will not be occupied by more than persons (all guests and per	sons that will be visiting), which are	the following:
1.	Name:	_Date of Birth:/_	/
2.	Name:	_Date of Birth:/_	/
3.	Name:	_Date of Birth:/_	/
4.	Name:	_Date of Birth:/_	/
5.	Name:	_Date of Birth:/_	/
6.	Name:	_Date of Birth:/_	/
7.	Name:	_Date of Birth:/_	/
8.	Name:	_Date of Birth:/	/

I have read and agree to the conditions and policies set forth in the Miloff Aubuchon Realty Group, Inc. Rental Agreement. Acceptance by facsimile or email shall constitute valid binding acceptance of this Lease Agreement.

Accepted by:

Guest (1) Signature	_Date	_/	_/
Guest (2) Signature	_Date	_/	_/
Guest (3) Signature	_Date	_/	_/



Initals_____

Property Address:						
Information: The undersigned authorizes Miloff Aubuchon Realty Group, Inc. to charge to the following credit card:						
Type of Card:Master CardVisa CardDiscover CardAmerican Express						
Credit Card #:						
Expiration Date:// V Code (3 digit pin # on back of card)						
Name exactly as it appears on the Credit Card:						
Billing Address:,,,,						
Guest						
Guest elects to pay the following items via Credit Card:						
 Security/Holding Deposit: Guest acknowledges that the full security deposit for this rental is \$ If the Guest pays the Security Deposit by Credit Card, Miloff Aubuchon Realty Group, Inc. will immediately charge a Security/Reservation Deposit of \$ to the Guest's Credit Card; funds charged to be held in the Guest's Trust Account. Should damages, unpaid rent, or departure cleaning exceed the amount initially charged to the card, Guest irrevocably authorizes Miloff Aubuchon Realty Group, Inc. to charge an additional amount not to exceed 150% of one month's rent. Damages or cleaning costs exceeding 150% of one month's rent. Rent: Guest elects to pay by Credit Card. Guest authorizes a charge of: \$ Resident authorizes Miloff Aubuchon Realty Group, Inc. to charge the Rent to the Credit Card as follows: at 60 days prior to the beginning of the Lease for the full term of the Lease. for the specific date(s) of: 20 to 20 						
Authorization						
Phone Authorization: Date://Time::M – By: I/We acknowledge and agree to the above and authorize to the above charge to my/our Credit Card.						
Card Holder Date Card Holder Date						
Initals						