

M&M Property Management Group, LLC.
SHORT TERM RENTAL AGREEMENT
(Please print legibly in ink)

Vacation Home:

Address: 5222 Avenida Del Mare

This agreement made this, Wednesday, May 19, 2010
between Name(s) _____ and "Rent Siesta Key"

Tenant Information:

Phone: _____

Email: _____

Address: _____

Name: _____ (hereinafter called the tenants) and "Rent Siesta Key" (hereinafter called the Manager) concerning the short term rental of the property located at 5222 Avenida Del Mare, Sarasota, FL 34242

Total people in renting party: _____. Adults: _____ Children: _____ not to exceed 8.

Rental period begins at 3pm on _____ and ends at 11 am on _____

Total Rental Amount: \$ _____

Total Amount Due: \$ _____ + 11.5 % sales tax (\$ _____) = \$ _____
Add non- refundable Pet Deposit of \$200.00 Cleaning: _____
(Per paragraph number 5(five) of this document if applicable). Pet: _____

Deposit due with signed agreement: \$ _____

Balance due six weeks prior to commencement of the rental: \$ _____

Terms of the Agreement:

1. The Manager has the right to inspect the premises without prior notice at any time to enforce the terms of this agreement. Should the Tenant(s) violate any of the terms of this agreement, the rental period shall be terminated immediately. The Tenant(s) waive all rights to process if they fail to vacate the premises upon termination of the rental period. The Tenants shall vacate the premises at the expiration time and date of this agreement
2. The Tenant(s) shall maintain the premises in a good, clean, and ready to rent condition, and use the premises only in a careful and lawful manner. The tenants shall leave the premises in a ready to rent condition at the expiration of the rental agreement. Tenants shall pay for repairs should the premises be left in a lesser condition. The Tenant(s) agree that the Manager shall deduct costs of said services from the security deposit prior to refund if tenants cause damage to the premises or its furnishings.

3. The Tenant(s) shall dispose of all waste material generated during the rental period in a lawful manner and put the trash in the bins along the curb during their stay for pickup. The garbage pickup days are marked on the information sheet provided on site.
4. The Tenants shall pay for any damage done to the premises over and above normal wear and tear.
5. No animals or pets of any kind will be brought onto the premises unless discussed with Management prior to occupancy and \$ 200 non-refundable deposit has been collected. No Pets allowed under any instance in condominium rentals.
6. The Tenant(s) shall not sublet the property.
7. The Tenant(s) shall have no more than 8 (eight) persons reside or sleep on the premises for single-family homes and no more than 6 (six) persons in condominiums.
8. The Tenant(s) shall behave in a civilized manner and shall be good neighbors respecting the rights of the surrounding property owners, The Tenant(s) 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 Tenant(s) shall then immediately vacate the premises. Quiet hour starts at 10 PM and Pool and outdoor noise should be kept to a minimum.
9. There shall be no smoking inside the premises. Smoking is permitted outside the home/building.
10. Landlord shall provide towels, linens, cups, knives, forks, spoons, dishes and other items as common use. Toilet paper, soap, dish detergent. Laundry soap, shampoos, and other consumables are to be purchased by the Tenant. No reimbursement will be made for unused consumables left at the premises. If consumables exist at the premises when the Tenant arrives the Tenant is free to use them.
11. The Tenant(s) and Tenants' Guests 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. Tenant(s) expressly recognize that any insurance for property damage or loss which the landlord may maintain on the property does not cover the personal property of Tenant(s), and that Tenant(s) should purchase their own insurance for Tenant(s) and Guests If such coverage is desired.
12. Rental Deposit amount is fully refundable up to 90(ninety) Days prior to the beginning of the rental period. After 90(ninety) days prior to the rental period the Manager shall have the right to retain the initial Rental Deposit at the Manager's discretion.
13. Tenant(s) agree to pay all reasonable costs, attorney fees and expenses that shall be made or incurred by Manager enforcing this agreement.
14. Tenants(s) expressly acknowledge and agree that this Agreement is for transient occupancy of the Property, and that Tenants do not intend to make the property a residence or household.
15. We occasionally experience outages that are beyond our control. No refunds or compensation will be given for any outages.
16. There shall be no refunds of rents due to shortened stays or ruined expectations because of weather conditions.

17. If the property should go on the MARKET FOR SALE, it may be shown to qualified buyers, during the Tenants' stay. Every effort will be made to schedule the showing at a convenient time and not interrupt the Tenant's vacation. Tenant shall allow reasonable viewings of the home between 9 am and 8 pm present or not.

18. There shall be no refunds of rents because of shortened stays or ruined expectations due to work and/or family emergencies or other commitments.

19. It is the tenant's responsibility to learn about safety precautions; warning signs of water conditions, and safety procedures concerning swimming in or being around the pool. Tenant agrees to have a responsible adult supervising minor(s) while they swim in the pool. Tenant is hereby notified that the pool can be dangerous and tenant accepts fully the risks involved. Tenant is further notified to be cautious when exiting the rear of the home as the pool is open and in close proximity to the entry ways and can be a hazard. There are no rails to prevent a fall into the pool.

20. Only legally owned and permitted fire arms shall be allowed on the premises according to State and local laws.

21. Tenant agrees that fireworks and other hazardous materials shall not be used in or around the property.

22. Tenant shall use the property for legal purposes only and 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.

23. Tenant agrees not to access the "owner's closet", even if unlocked, which contains cleaning supplies and chemicals that could be hazardous to children and adults. The owners' closet is located on the west side of the garage.

24. The property has a fire extinguisher installed near the kitchen area (under kitchen sink, in most properties). The fire extinguisher was fully charged at last inspection. It is the duty of the tenant to inform management immediately should the fire extinguisher become less than fully charged. Tenant agrees to use the fire extinguisher only for true emergencies.

25. The property has fire alarms installed and they are believed to function properly at the time of rental. Tenant will notify management without delay if a fire alarm "chirps" or has a low battery condition.

26. Tenant is advised that there is no carbon monoxide detector on the property and accepts the risk involved in not having one.

27. Tenant shall see to their own security while in the property by locking doors, windows, garage doors, etc. when it's prudent to do so.

28. Valuable items left behind by tenant will be held for the tenant and every reasonable effort will be made to contact the tenant for return. If items are not claimed for longer than 1 (one) month they shall become the property of the Manager. The Manager shall not be held liable for condition of said items.

29. Cable TV is provided and service level has been chosen by the Landlord. No refund of rents shall be given for outages, content, lack of content or personal preferences with regard to cable TV service.

30. High speed wireless internet maybe provided as a convenience only and is not integral to the agreement. No refund of rents shall be given for outages, content, lack of content, speed, access problems, lack of knowledge of use, or personal preferences with regard to internet service.

31. Tenant agrees that air conditioning shall not be set below 73 degrees and heat shall not be set above 78 degrees, and that the fan setting shall be "Auto". Doors and windows shall be closed when either heat or air conditioning is in operation.

32. No refund will be given in the event of a hurricane where tenant decides to leave by choice or is requested to evacuate the property.

33. Properties with heated pools/spas are not guaranteed to be usable during winter months. During the winter, heaters/solar heaters may have difficulty maintaining the temperature of the pool. Usability in respect to temperature is not guaranteed.

Manager, Rent Siesta Key: _____ Date: _____

(We) agree to abide by the above conditions and hereby swear that the information provided above is true:

Tenant Date: _____ Date: _____