

TENANT RESERVATION AGREEMENT

THIS AGREEMENT made and entered into this day of February 21, 2012 and between MIDNIGHT COVE II CONDOMINIUM ASSOCIATION, INC., a Florida Corporation (herein called "Association") and RENTERFULLNAME1 (herein called "Tenant").

WHEREAS, Association desires to orderly and efficiently rent all units involved in Association's rental program;

The following rules and regulations pertaining to the use of the condominium units is for the renters and guests to have the maximum enjoyment from the use, as well as securing the investment of the owner's property. Renters and guests are expected to respect the private property of the unit as well as the buildings and grounds.

The Tenant Reservation Agreement must be signed immediately to confirm a reservation. RENTER may sign; scan and email to rentalsmidcove2@comcast.net or fax to 941-349-6273 or mail to 6327 Midnight Pass Rd., Sarasota, FL 34242. Minimum rental age requirement is twenty one (21) years of age. All named parties in this agreement are responsible for providing proof of age. A copy of your Driver's License, State Issued ID or U.S. Passport is required. RENTER will not be provided with keys to the unit until agreement is completed and signed and the proper identification is provided as well.

A valid photo I.D. is required when registering at the rental office. All vehicles are required to be registered and names of all occupants in unit are to be included on this agreement. Any guest of renter is required to register and provide a valid photo I.D. at the rental office.

WHAT YOU SHOULD BRING: All of our units are individually owned in a condominium association and decorated to the owners taste. They are equipped with our standard inventory items that include, but not limited to beach towels, bed linens, bath towels, cookware, dishes and kitchen utensils. Please care for these items as if they were your own. You will need to provide for the following items, as they are not included in the standard inventory: Kitchen staples, condiments, toilet paper (one roll in each bathroom provided at check-in), paper towels and napkins, bath soap, aluminum or plastic wrap, garbage bags (one provided), dish detergent, laundry detergent or cleaning supplies.

WHEREAS, Tenant desires to rent a vacation condominium unit (here called "Unit") within an efficiently operated rental program.

NOW, THEREFORE, Association and Tenant, mutually agree for valuable consideration as follows:

- 1. PREMISES, FURNISHINGS AND UTILITIES:** Tenant understands that the Unit is completely furnished and is privately owned. Tenant shall be entitled to essential kitchen utensils, dining service and linens. All furnishings shall be the sole responsibility of Tenant during the rental period. Electric power (120V/60 Hz) and local telephone service are provided by the unit owner. Tenant shall NOT charge long distance telephone calls to the telephone within the Unit. .
- 2. TRAVEL INSURANCE:** In the event the unit becomes unavailable or uninhabitable due to naturally occurring events or entities, severe weather conditions, hurricanes and mandatory evacuations, any deposits and pre-paid rent will not be refundable. It is recommended the renter purchase travel and trip cancellation insurance to cover financial losses from cancellations.

Purchasing trip insurance covers you from losses you may incur due to unforeseen circumstances, such as unexpected health issues, death, inclement weather, or jury duty. Trip Insurance may be added up to 30 days prior to arrival. Trip insurance is offered at a cost of 7% of your total rental cost. We recommend that you purchase this insurance. If you'd like to speak to a representative from the insurance company, you can contact Travel Guard at 1-877-249.5376 and refer to product #008573. They are available 24/7

- 3. ACCIDENTAL RENTAL DAMAGE INSURANCE:** In lieu of paying a security deposit, Midnight Cove II Association includes Accidental Rental Damage Insurance on every reservation and is due when initial deposit is made. For an affordable NON-REFUNDABLE \$45 fee, this plan covers up to \$1500 in accidental damage to the rental property or its contents, if caused by a registered guest. Tenant will be responsible to promptly report any damage or necessary repair upon arrival or at time of occurrence. Tenant must operate all appliances, plumbing, electrical and air conditioning units with proper care. If tenant fails to do so, the plan will be void and tenant will be held responsible for damage or repair.

For complete details, please refer to the enclosed Description of Coverage. You must notify us of any damage or theft to the unit during your occupancy, or this plan is void and you will be held responsible for any damage to the unit. For questions about the Accidental Rental Damage Insurance, please contact Travel Guard **toll-free at 1-866-221-8080, and refer to account #71110.**

- 4. INITIAL DEPOSIT:** Tenant shall pay to Association an initial deposit amount of \$350.40. Of the initial deposit amount \$45.00 will be applied to the non-refundable Accidental Rental Damage Insurance plus the taxes incurred on the \$45.00 and the remaining initial deposit amount will be applied to the total balance due.
- 5. SUBSTITUTION OF COMPARABLE ACCOMMODATIONS:** Should the unit be unavailable for whatever reason, Association will make diligent and reasonable efforts to provide Tenant with substitute, comparable accommodation within the units listed in the rental program for the dates of Tenant's occupancy, if available, which Tenant agrees to rent under this Agreement. Similarly, should the condominium be undergoing major repairs, redecoration, etc., Association will make diligent and reasonable efforts to provide Tenant (if requested) with substitute comparable accommodations from available inventory in the rental program.
- 6. ARRIVAL AND DEPARTURE GUIDELINES:** Check in time is 3:00 p.m., however in the event of high volume same day turnovers, units may not be ready for occupancy before 5 p.m. Management will be diligent in checking the RENTER in as soon as possible. RENTER is prohibited from entering the unit until it has been cleaned and inspected. Arrivals on Saturdays, Sundays and weekdays after 5 p.m. will obtain keys to the unit in a lockbox beside the front door of rental office. A lockbox code will be mailed or emailed to RENTER after reservation has been paid in full.

Check out time is 10 a.m. **NO EXCEPTIONS.** No refund is provided for early departures or late arrivals. Late check-outs will be charged a half day's rent. All keys need to be returned to the office. Upon departure, unit should be in same condition as it was upon arrival, with the exception of normal use. All food, trash and excessive sand need to be removed from the unit; all linens should be cleaned with the exception of those linens and towels used the morning of the departure. Up to a maximum of three

normal loads of soiled laundry is allowable to leave behind. All beach towels must be laundered, folded and placed in original location. All windows and doors must be closed and completely locked.

7. **LOCKOUT POLICY:** In the event a RENTER is locked out of the unit during the rental period, the RENTER can borrow a key by coming to the office during business hours. After business hours, the guest must call the posted emergency number. An AGENT or locksmith will meet the guest at the office. A lockout charge is payable directly to the AGENT (\$30 cash or check)/ or locksmith (charges usually start at \$75) for obtaining entry to the unit after business hours. AGENT advises renter to keep keys in their possession at all times as front doors may automatically lock behind them.
8. **MAINTENANCE:** Renter is required to report any deficiency or damage in the unit immediately after checking in (within 24 hours). A form is provided in your welcome package to complete and return to the office. If office is closed when discovery is made, renter should immediately call the office at 349-1163 and leave a detailed message on the office voice mail. Renter may be held responsible for not reporting any issues in a timely manner. Renter may be held responsible for neglecting to operate appliances in the proper manner and use for which they are intended. AGENT will do everything possible to keep all equipment in satisfactory working condition; however it is impossible to guarantee that all appliances will be in working order 100% of the time. Any deficiencies will be corrected as soon as humanly possible. Refunds or discounts will not be provided for any maintenance issues that occur in the unit.

Occasionally, the Midnight Cove II Condominium Association will be required to perform necessary maintenance projects on the property during various times of the year. Maintenance staff will do the best they can to not disturb the RENTER'S vacation; however there is no guarantee that maintenance will not be performed on the property during RENTER'S stay. Rental staff will inform RENTER of any projects as soon as they are notified by the condominium association. There will be no refunds or discounts during any repair or maintenance projects.

9. **SUBLETTING:** Subletting the unit is not permissible and renter is not allowed to turn over the keys to the unit to any other party that is not included on this agreement.
10. **PETS: RENTER is not allowed to have any pets occupy the unit or the Midnight Cove property.**
11. **PARKING AND VEHICLES:** One assigned parking space is available per unit. One additional guest parking space is available on a first come, first serve basis and RENTER must register the additional vehicle. RENTER is prohibited from parking boats, boat trailers, motorcycles, recreational vehicles or trucks in the parking areas. These vehicles need to be stored off the property no later than 24 hours after arrival.
12. **TERMINATION OF RENTAL:** If Tenant violates any of the conditions of restrictions of this Agreement or violates restrictions contained in the condominium documents or Association rules, Association may terminate this Agreement and, upon such termination, Tenant shall vacate the Unit immediately and shall forfeit the rental money held by Association. In the event of early termination of the rental agreement, funds paid are non-refundable.
13. **CANCELLATION POLICY:** The initial deposit amount paid hereunder shall be refunded less **\$50.00** if written notice of cancellation is received by Association on or before sixty (60) days prior to the date of commencement of this rental occupancy. In the event of cancellation or default after such time period, Tenant shall forfeit the entire rental money paid to Association. In the event a check is returned

for lack of funds, credit, account or due to stop-payment or any other reason, Tenant shall pay to Association a service fee in the highest amount allowed by Florida law for each such returned check. If the maker of the returned check fails to pay the full amount owing and any applicable service fees, in cash, within thirty (30) days following a written demand therefore, Association shall pursue all available civil remedies, including notice to credit reporting agencies.

- 14. ENTRY OF PREMISES:** Association or its authorized employees or repairman may enter the Unit with or without permission of Tenant during regular business hours, for any purpose connected with the repair, improvement, care and management of the Unit or common elements. In emergency cases, the unit owner, Association or Association's employee may enter at any time without permission of Tenant.
- 15. WAIVER OF TERMS:** Tenant agrees that no waiver or any breach of any of the terms, covenants and conditions of this Agreement shall be taken or construed to be a waiver of any other term, covenant or condition of this Agreement. The invalidity in whole or in part of any term, covenant or provision hereof shall not affect the validity of the remainder hereof.
- 16. PAYMENT IN FULL:** Tenant shall pay all monies (i.e., initial deposit amount and rental amount) in full not less than sixty (60) days prior to the scheduled arrival date. If Tenant fails to timely pay all monies due, Association reserves the right to terminate this Agreement without notice to Tenant. As per Board decisions, rates are subject to change without notice.
- 17. USE RESTRICTIONS:** No birds or animals of any kind shall be allowed or permitted in the Unit. No rollerskates, rollerblades or skateboards are allowed to be used on the condominium property. Tenant agrees to abide by all rules and regulations, including restrictions for common area usage, set forth by the Association. No additional Tenants other than the number confirmed in the reservation will be allowed to occupy the Unit without the written approval of Association or its Rental Manager, which approval may be withheld with or without cause. .
- 18. INDEMNIFICATION:** Tenant shall indemnify and hold harmless Association, and its agents and employees, from and against any claims, suits, damages, costs, losses, expenses or other liability arising from injury to any person or property occurring on or about the Unit or condominium property from the acts or omissions of Tenant or those for whom Tenant is responsible or any other liability relating to the performance of this Agreement.
- 19. EXCULPATION:** Association, and its agents and employees, shall not be liable for injury or damage to the personal property of Tenant or other persons in the Unit or for injury to them by casualty or accident, whether the damage or injury results from conditions arising in the Unit or from other sources and regardless of whether the cause or the means of rectifying the condition is inaccessible to Tenant. This exculpation applies to Association for Association's own fault or negligence.
- 20. ATTORNEY'S FEES:** In the event of any legal action arising under this Agreement, the prevailing party is entitled to recover all costs and reasonable attorney's fees, including reasonable prelitigation costs and fees, and costs and fees of any appeal. This Agreement shall inure to the benefit of and be binding upon the parties, their legal representatives, heirs, successors and assigns. This Agreement shall be governed by the laws of the State of Florida and venue shall lie only in Sarasota County, Florida.
- 21. RESERVATION INFORMATION:** Beginning date of reservation is CHECKIN and an ending date of CHECKOUT. The total amount due including taxes and administrative costs total \$TOTALCOST and your unit number is PROPNUMBER.

For the purpose of providing notices hereunder, the addresses of the parties hereto shall be as follows:
As to Tenant:

MIDNIGHT COVE II ASSOCIATION, INC

Tenant (signatures of all Tenants that will occupy Unit)

By : _____

By : _____

Rental Agent
Midnight Cove II Association

RENTERFULLNAME2

By : _____

Note: This residence may be listed for sale. The owner has offered an incentive or option to Tenants, given proper notice, requesting approximately fifteen (15) minutes for a showing. The owner will compensate Tenants with a \$25.00 gift card. If Tenant is in agreement with this please initial here:
_____.