Upon the terms and conditions herein stated, this Vacation Rental Agreement (“Agreement”) is entered into between Mélanie Dupont and Steeve Abel (the owners) and the Guests:

1. **Arrival & Departure & Rental price:**
2. Check-in:  after 16PM
3. Check-out:  10 AM
4. Check-in and Check-out times must be strictly enforced.
5. Final payment is due 30 days prior departure
6. In order to confirm the reservation, we ask 300$US will be use as a security deposit, and refund 7 days after your departure if everything is fine like we said in the contract.
7. We give the door code, when the final payment is paid.
8. **Guest List and Occupancy Limits:**
9. Use and occupancy of the property is limited to the named guest.
10. Occupancy limit is up to 10 peoples for this house.
11. Occupancy exceeding this limit as listed above will result in immediate eviction and forfeiture of all amounts paid. If you are planning on having more than this you will need to receive prior consent from the owner.
12. The Guest accepting this agreement must be at least 25 years of age and will be held responsible for all other parties and/or guests of the guest for compliance with this agreement, with listed policies, ordinances, rules and regulations and for any losses incurred the owner or to the Property due to negligence or vandalism.
13. **Utilities & Garbage:**
14. A/C should not be set less than 75°F in summer or Heater set above 75°F in winter.
15. Every week, the pool maintenance company comes to clean the pool, if you saw the water is low, please fill it.
16. It is the responsibility of the client to leave the house in a reasonably clean condition and not to forget object belonging after departure.
17. **During stay, Guest agrees to bag garbage and place the bags into the garbage container beside the house** and place the garbage container at the pick-up area on curb **Wednesday evening**. Garbage collection days are Thursday morning 6 AM.  After the garbage is collected by the city, you must put the container back to its original location not to incur a fee from the city.
18. **Prior to Departure, Guest shall clean all dishes** (or run the dishwasher prior to leaving), bag and remove the trash from the property. Throw the beers cans, empty bottles in the trash. There is no recovery and non returnable bottles.
19. If owner's cleaning service is required to spend more than five (5) hours cleaning the Property or if a trip to the dump is required to haul away excess trash, an additional fee will be charged at $50 per hour beyond the five (5)hours and will be charged against the deposit.
20. Cable & Telephone and wi-fi:  Included in the rent are basic cable & telephone and wi-fi. Local telephone includes any calls within the continental USA, Canada and more than 82 countries (I will give the list to you). Any long distance not included in the 82 countries, or movie purchases, or over download of 50MB will be charged to you. I have 300 minutes plan per month, don’t exceed this amount.
21. **No pets, and a non-smoking house.** If they have smell or odor, you have a penalty of 100$ for the extra-cleaning on your deposit.
22. Pool HEATER: Please be aware that the pool heater is not included except if you pay already for it when you did the reservation. If you didn’t advise before, it’s possible to get, with 25$ for moving the manager to put it on and it’s 20$/day. You pay at the manager. If you are staying for less than 3 days, we cannot give you this service.
23. A pool fence for safety, the standards in force in the state of Florida, is available in the local dressed of the pool terrace. If children are present, use and installation by the guest and its use is mandatory under their full responsibility. In case that system security is not, in whole or part, this toilet in the room, it is the responsibility of the tenant to report, on his arrival. You have to leave the screen door close, but not locked for the pool guy maintenance.
24. **For the game room, no drinks allowed on the pool table.**
25. **Deposit:**

Minimum deposit is $300 depending on length of stay and holiday or local events. This is paid to reserve dates selected and is also used as a security deposit. This will be refunded 7 days after departure (to review bills from the companies) to verify any movie purchases, long distance phone calls. In case of cancellation, caution will not be refund.

1. **Payment:**All rent must be paid in full 30 days prior to check-in. On top of the lease, renter has to pay $100US cleaning fees and the pool heater if you took. If money is not received in this time frame the property will be considered available until all money is received.
2. All type of payment is accepted with paypal, vrbo, flip keys or airbnb.

**Cancellations:**

If the Property becomes unavailable to the guest prior to occupancy for any reason such as plumbing issue, electrical issue,..The owner refund the full amount paid to the date of cancellation, and guest agrees to release any claims against the owner.

Should the property be destroyed or rendered uninhabitable by an act of God (including, but not limited to, hurricanes, storms, floods or fires), or by environmental disaster, or loss of utilities prior to occupancy by guest, this agreement shall become null and void, and all payments made here under shall be refunded to Guest.

All the cancellation has to be notice by mail at the owner.

If, for any reason, the Guest cancels this Agreement more than 7 days from the Arrival Date, a refund of 50% is giving. Less than 7 days, there no refund will be made.

If the cancellation its receive before the final payment, the caution of 300$ will not be refund.

The cleaning fee is refund if the guest doesn’t show.

For the refund of the 50%, the cancellation have to be a full 7 days prior the check-in at 16pm. So, if you suppose to be there on Friday 16PM, you have to cancel before Friday 16Pm, after that, there no refund.

If the traveler arrives and decides to leave before the scheduled date, the unused nights in the shelter are not reimbursed.

1. **Responsibility and Indemnification**:

Any Damage Costs will be also charged immediately to the Guest’s deposit.  Guest assumes full responsibility for any items found to be missing and any damage due to misuse, negligence or action on Guest's or Guest’s visitors part, except in the case of normal wear-and tear reported to the owner within 48 hours of Check-in. In occurrence, the Guest will be held liable for all such damages or repairs.  Owner will not be responsible for any unauthorized expenses incurred by Guest or his/her guests.

Guest agrees to defend, indemnify and hold owner from any and all liability, claims, loss, property damage or expenses, arising by reason of any injury, death or damage sustained by any person, or to the property of any person, in or on the Property during the Term of this Agreement, including Guest, additional invitees or visitors of Guest, where such injury, death or damage is caused by a negligent or intentional act of guest, additional guest or any of guest’s visitors or invitees.  Without the acceptance of this point, this vacation rental agreement would have never been signed and accepted by the owner.

If the owner employs the services of an attorney to enforce any conditions of this Agreement, to collect any amounts due, the eviction of the Guest, or because Guest takes any action to recover deposits not due, Guest shall be liable to the owner for reasonable attorney's fees and costs incurred by the owner.

1. **General terms**

This Agreement is made in, and shall be governed solely by the laws of, the State of Florida and Chapter 509, Florida Statutes.  Venue for enforcement shall be Polk County, Florida .  If any section, clause, paragraph or term of this Agreement is held or determined to be void, invalid or unenforceable, for any reason, all other terms, clauses or paragraphs herein shall be severed and remain in force and effect.  This Agreement is taken in full compliance with federal, state and local Fair Housing Laws, without regard to race, color, religion, sex, country of origin, handicap or familial status.

Guest is to be mindful that this property is located in a residential neighborhood.  Guest is expected to be courteous to residents and guests, to respectful of the rights of others, to not be noisy and to respect a speed limit inside of the neighborhood.

**Acknowledgment:  by paying the deposit, I/We understand and accept the terms and conditions on all pages of this rental agreement.** Without the acceptance of the following Disclosure and Waiver this Vacation Rental Agreement would have never been signed and accepted by the owner.

1. I acknowledge and understand that in the event that I, my family members or guests elect to use the parking spaces, pool or other shared facilities located at 312 Julliard Blvd, Davenport, Florida, I, my family members or guests will be exposed to a variety of risks associated with said environment as well as the equipment, products and conditions that may be used therein. These risks include but are not limited to injuries resulting from swimming pool, boat slip, dock, slippery floors, drowning, exposure, and theft, and the negligence or willful act of others.
2. I fully understand the extent and nature of the risks involved with the use of the aforementioned facilities and I accept them.
3. In consideration for the right to use said facilities during the term of my lease, the undersigned, I, my heirs, executors and administrators, release and forever discharge Mélanie Dupont and Steeve Abel, its successors and assigns of all liabilities, claims, actions, damages, costs or expenses which the undersigned may have or require in the future against Mélanie Dupont and Steeve Abel and arising out of or in any way connected with my choice to use said facilities, and including injuries and physical ailments which may be suffered by the undersigned before, during or after the event.
4. I further agree that I will indemnify and hold Mélanie Dupont and Steeve Abel from any and all liability, damages, actions, suits, proceedings, demands, judgments and costs including reasonable attorney's fees (through all appeals) relating to, or dealing in any manner with my negligent or intentional acts.
5. Ultimately, vacationers and its guests acknowledge that they use the house in its entirety (including indoors, space, garden, swimming pool, decks and docks) at their own risk and agree to hold harmless the owners from any lawsuit.

Sign:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dates:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_