



370 SE 11th Street • Pompano Beach, FL 33060
954-946-6455 (phone and fax) • www.HammerPointParadise.com

Vacation Property Address: 213 Aberdeen Court • Tavernier, FL 33070

Vacation Rental Agreement - Please Sign and Return

In consideration of the monies received and mutual promises, contained herein, the Owner of the subject property, through Camarda Eickhorn Enterprises, Inc. hereinafter "Landlord", does hereby lease and rent to Tenant the certain property described herein and under the following terms and conditions. Unit information, rental rate and other financial data is set forth on this lease.

1. **RENTAL AGREEMENT.** This agreement shall not be binding unless and until the Landlord has received the amount specified and all checks have cleared the bank.
2. **BALANCE DUE**, including taxes, any handling fees, security deposit and any and all fees for goods or services as shown, must be received by Camarda Eickhorn Enterprises, LLC thirty (30) days prior to arrival (unless property is reserved less than 30 days prior) and may be paid by personal check, money order, cashier's check or accepted credit card. **NO PERSONAL CHECKS OR COMPANY CHECKS WILL BE ACCEPTED WITHIN THE 30-DAY PERIOD PRIOR TO CHECK IN, UNLESS APPROVED BY LANDLORD IN WRITING.** A \$25.00 handling fee will be charged for all returned checks. For reservations made less than 30 days from check in, all funds or TOTAL, as shown are immediately due. **ALL RESERVATIONS MUST BE PAID IN FULL PRIOR TO CHECK IN. A VACATION RENTAL AGREEMENT MUST BE SIGNED PRIOR TO CHECK IN.**
3. **ALL ADVANCE PAYMENTS, RENT BALANCES, SECURITY/DAMAGE DEPOSITS AND ALL OTHER RECEIPTS FROM TENANT ARE DEPOSITED IN CAMARDA EICKHORN ENTERPRISES, INC.'s INTEREST BEARING TRUST ACCOUNTS AT WASHINGTON MUTUAL BANK WITH ALL INTEREST ACCRUED PAYABLE TO CAMARDA EICKHORN, INC. UP TO ONE-HALF OF THE GROSS RENT AND ALL BALANCE OF RENT PAYMENTS MAY BE DISTRIBUTED TO THE LANDLORD ON A MONTHLY BASIS.** All Security Deposits will be returned within forty-five (45) days of termination of occupancy, less any deductions authorized pursuant to the Florida Security Deposit Law.
4. **TAXES** as required by Florida include the collection of an eleven and a half percent (11.5%) Sales and Use Tax on all fees for goods and services charged to Tenant. **Taxes are subject to change.**
5. **CANCELLATIONS/TRANSFERS** must be in writing and received by Landlord. In case of cancellations, no refund of rents paid will be made until the canceled period is re-rented and confirmed. If the unit is not re-rented, all rents paid, processing fees and taxes shall be forfeited as damages. If the canceled period is re-rented, any rent and taxes paid will be refunded less a \$50 administrative fee. Transfers occurring from a higher rental rate to a lower rental rate will remain at the higher rental rate unless the original higher rental rate week is re-rented and confirmed.
6. **TERMINATION.** If the Tenant or any member of his party violates any of the terms of this agreement, the Landlord may, at the Landlord's sole discretion, terminate this lease with no refund of the used portions of the rents unless the property is able to be re-rented, and may enter the premises and remove Tenant, the members of his party and their belongings. Tenant is notified that they will be subject to an expedited eviction procedure pursuant to the "Vacation Rental Act".
7. **PETS** are not permitted. Violation is grounds for immediate termination with no refunds of rent, tax or deposit. If pets are allowed, an additional rental fee applies and pet agreement must be executed within the contract.
8. **ALL RENTALS ARE TO FAMILIES AND RESPONSIBLE ADULTS ONLY.** No high school, college or civic groups, chaperoned or not, are permitted. Violation is grounds for immediate termination. Property is patrolled on a regular basis. Tenant acknowledges that he/she will personally occupy the property for the entire lease period and will not sublet, assign, or in any way transfer any portion of the property. Occupancy restricted to the maximum occupancy as set forth in this lease. Violation of any of these terms shall give right to termination. Tenant agrees that the premises shall not be used for any illegal or unlawful purpose. Occupancy and use of the premises and common areas in such a fashion that disturbs or offends neighbors shall be deemed grounds for termination. We wish you to have an enjoyable vacation, but you must respect the rights of the neighborhood.
9. **CHECK IN** will be after 2:00 PM on the arrival date - requests for early occupancy must be approved by Landlord in writing.
10. **CHECK OUT** will be by 11:00 AM on the departure date - requests for late checkout must be approved by Landlord in writing.
11. **FURNISHINGS.** All properties are equipped and furnished to the Landlord's taste and are set up for light housekeeping. Mattress pads, towels, dinnerware, pillows, sheets, blankets and bedspreads are provided.

12. **APPLIANCE MALFUNCTIONS** or service requests for air conditioning, televisions, hot tubs, pools, appliances etc. will be responded to as quickly as possible. There are no rebates or refunds issued to Tenants for any reason as every good faith effort is made to insure the property is maintained to highest standards.
13. **CARE OF PROPERTY.** Tenants are expected to care for the property as if it were their own. Tenants are notified that the State of Florida has specific laws that provide certain obligations on the Tenant regarding care and use of the property and Tenant agrees to be bound and responsible for the provisions contained therein. In additions, Tenant acknowledges that unless Landlord is notified on day of check-in of any damage or cleaning concerns, then thereafter, all damages or concerns to the property during the occupancy will be Tenants responsibility and must be reported to Landlord and paid prior to departure. Rearranging of furniture is not permitted. Tenant must leave the property in a clean condition with all doors and windows closed and locked. All keys returned to the lock box by check out time. All breakage reported to the Landlord.
14. **TELEPHONES** are not provided.
15. **GRILLING** is permitted. **TENANT IS RESPONSIBLE FOR CLEANING GRILL AND ADJACENT AREA AFTER USE.** Use of fireworks is prohibited.
16. **HOT TUB.** If Hot Tub is used, tenant will be charged additional \$50 fee to account for additional water and electrical costs. Tenant will be responsible for all costs associated with repair due to negligible use.
17. **HURRICANES** and other inclement weather are always a possibility. Tenant agrees to comply with Camarda Eickhorn Enterprises, LLC Hurricane Policy and instructions and/or any advisory statement from any local emergency authorities.
18. **LOCKED AREAS** for which Tenant is not provided a key, such as Landlord's personal storage areas, are exempt from this lease agreement and are off limits to the Tenant. Forced entry into these areas is cause for immediate termination and Tenant will be charged for damage and/or missing items.
19. **IN THE EVENT** that the Landlord is unable to deliver said property to Tenant under this lease agreement prior to occupancy because of fire, eminent domain, act of nature, double booking, delay in construction or any other reason whatsoever, Tenant hereby agrees that Landlord's sole liability as a result of these conditions is a full refund of all consideration previously tendered by Tenant. Pursuant to the terms of this lease, Tenant expressly acknowledges that in no event shall Landlord be held liable for any consequential or secondary damages, including but not limits to, any expenses incurred as a result of moving for any damage, destruction or loss.
20. **TRANSFER OF PROPERTY.** Should the present Landlord transfer title to the real property, which is subject to this lease, the Landlord is obligated to disclose to the Grantee certain information regarding existing leases. For rentals which end more than one hundred eighty (180) days after such recording of the interest to Landlord's successor in interest, the successor in interest will not be bound for any rents which end more that one hundred eight (180) days after such recording unless they agree to be bound in writing. If such successor in interest does not agree to be bound in writing, you will be notified in writing and will receive a refund of any payments made by you.
21. **USE OF DOCK, DOCK EQUIPMENT, AND OR BOATS.** Tenant is responsible for any damage to dock, adjacent docks, boats, equipment, etc. resulting from utilization of any boats, marine/fishing equipment, or personal property. Tenant will not dock boat or any marine equipment without prior written approval from Landlord. Any environmental damage resulting from tenant's negligence will be the responsibility of the tenant.
22. **LOST, STOLEN OR ABANDONED ARTICLES.** Landlord shall have any responsibility for lost, stolen or abandoned items. There will be a \$25.00 plus shipping for any returned items.
23. **INDEMNITY.** The Tenant agrees to release and indemnify the Landlord from and against al liability, should anyone be injured upon the premises during the term of the lease, resulting form any cause whatsoever, except in the case of personal injury caused by the negligent act of the Landlord or the Landlord's employees.
24. **NO SMOKING** inside property or on back patio. All smoking to be done in back yard and all debris generated by smoking is responsibility of tenant.
25. **ACKNOWLEDGMENT.** Tenant acknowledges they have reviewed and understand the terms of this lease and **agree to be bound thereby.**
26. The following people will occupy the premises:

If there is more than one (1) Tenant, tenants acknowledge that the following person is the one who **Landlord may deal with:**

27. RENTAL DETAILS

<i>Date of Reservation:</i>		<i>Reservation Number:</i>	
<i>Arrival Date:</i>		<i>Reservation Name:</i>	
<i>Departure Date:</i>		<i>Number of Guests:</i>	

<i>Rental Rate</i>	
<i>Taxes (11.5%)</i>	
<i>Security Deposit (Refundable)</i>	<i>\$500.00</i>
<i>Cleaning Fee (Nonrefundable)</i>	<i>\$120.00</i>
<i>Payment Option 1 Total Due Prior to Arrival</i>	
<i>(2% cash or check discount) Payment Option 2 Total Due Prior to Arrival</i>	

Please indicate your payment selection:

- Option 1:** Please fax this signed contract to 954-649-0042 or mail to 370 SE 11th Street, Pompano Beach, FL 33060. You will then receive an e-mail invoice with an online button to pay by credit card.
- Option 2:** Please mail this signed contract to 370 SE 11th Street, Pompano Beach, FL 33060. If more than 30 days before arrival, include a check for the deposit. You will then receive an e-mail invoice for the balance due. If less than 30 before arrival, include a check for the full payment.

THE RIGHTS AND OBLIGATIONS OF THE PARTIES TO THIS AGREEMENT ARE DEFINED BY LAW AND INCLUDE UNIQUE PROVISIONS PERMITTING THE DISBURSEMENT OF RENT PRIOR TO TENANCY AND EXPEDITED EVICTION OF TENANTS. YOUR SIGNATURE ON THIS AGREEMENT, OR PAYMENT OF MONEY OR TAKING POSSESSION OF THE PROPERTY AFTER RECEIPT OF THE AGREEMENT, IS EVIDENCE OF YOUR ACCEPTANCE OF THE AGREEMENT AND YOUR INTENT TO LEASE THIS PROPERTY FOR A VACATION RENTAL.

(Please Print):

TENANT(S) NAME:	
SIGNATURE:	
DATE:	
ADDRESS:	
CITY, STATE, ZIP:	
PHONE:	
E-MAIL ADDRESS:	

CAMARDA EICKHORN ENTERPRISES, LLC CONFIRMATION SIGNATURE	
DATE	

THIS LEASE IS NOT VALID UNLESS SIGNED BY TENANT AND LANDLORD