

Islamorada Ocean Oasis Rental Contract

Babels Property, LLC

Owner: Victor and Erin Owoc

info@IslamoradaBeachHouse.com Fax: (954) 827-4676

Short Term - Vacation Rental Agreement

We thank you for choosing Islamorada Ocean Oasis and hope you enjoy your stay in The Florida Keys!

If Terms and Conditions are acceptable, **sign, scan and send to info@IslamoradaBeachHouse.com**. If you are renting the unit sight unseen, your signature(s) on this reservation releases Owner, and its representatives from any deficiencies you may find in the unit upon your arrival. The person(s) signing this agreement assumes all responsibility for the actions and behaviors of all guests. This agreement must be signed and returned along with appropriate deposit payment before your reservation will be confirmed.

Name:

Address:

Cell:

How many total people will be occupying the house? Adults (12) _____ Children () _____
... hereby agrees to rent the following property:

Rental Property Address: **Islamorada Ocean Oasis: 75831 Overseas Highway, Islamorada, FL 33036**
(DO NOT SEND MAIL TO THIS ADDRESS)

Arrival Date: (Friday) (After 3:00 P.M.)
Departure Date: (Friday) (Before 10:00 A.M.)

CALCULATION OF CHARGES

Rent: SAMPLE WEDDING	\$ 14,000.00
+ Pet Fee (\$100/per pet)	\$ N/A
Sub-Total:	\$ 14,000.00
State Sales Tax (7.5%):	\$ 1,050.00
Monroe County Tourist Tax (5%):	\$ 700.00
Departure Cleaning Fee:	\$ 750.00

RENT TOTAL **\$16,500.00**

+ Security Deposit (refundable) \$2,000

TOTAL DUE **\$18,500.00 (\$2,000 refundable)**

TO BE PAID AS FOLLOWS

1st PMT OF \$2,000.00 (Security Deposit) Due: PAID (Secures Reservation)

**If deposit is not received within 7 calendar days of the date of this agreement - the reservation cannot be guaranteed.*

PAYMENT OF \$ 16,500.00 (100% of **RENT TOTAL**) Due: XX/XX/XX- (90 days BEFORE occupancy)

PAY ONLINE AT www.IslamoradaBeachHouse.com under PAY.

Contract may be mailed, emailed (INFO@IslamoradaBeachHouse.com) or faxed to 954 827 4676

**All utilities, wireless internet and cable television are provided at no additional charge

RENTAL RULES AND REGULATIONS

1. **CHECK-IN TIME** IS AFTER 3 P.M. EST AND **CHECK-OUT** IS BEFORE 10 A.M. EST. You will be notified where to pick up the keys at the premises and will be presented the house manual 2 weeks prior to your arrival.
2. This is a **NON-SMOKING** house. Any evidence of smoking in the house will be grounds of an additional cleaning fee and/or forfeit of the security deposit.
3. **Pets are permitted** in the house only with prior approval. There is a \$100/per pet fee added to the cleaning fee. Pet owners are responsible for cleaning up of any/all pet refuse. Pets are not allowed on furniture at any time. Any evidence of pets on furniture may incur extra cleaning fees. All pets must be up to date on rabies vaccinations and all other vaccinations. Please make sure that dogs are well behaved, house trained, and have been treated for fleas. All items above are the sole responsibility of the pet owner. The owners assume no responsibility for illness or injury that may incur to pets or humans while on the premises.
4. We will not rent to vacationing **students or singles under 25** years of age unless accompanied by an adult guardian or parent.
5. **DAMAGE/RESERVATION DEPOSIT**- A damage/reservation deposit of \$2,000 is required. This must be received within 7 days of booking the reservation. The deposit automatically converts to a security/damage deposit upon arrival. The deposit is NOT applied toward rent; however, it is fully refundable within (30) days of departure, provided the following provisions are met:
 - a. No damage is done to house or its contents, beyond normal wear and tear.
 - b. No charges are incurred due to contraband, pets or collection of rents or services rendered during the stay.
 - c. All debris, rubbish and discards are placed in refuse containers outside by street, and soiled dishes are placed in the dishwasher and cleaned.
 - d. All keys are left at the house and house is left locked.
 - e. All charges accrued during the stay are paid prior to departure and
 - f. No linens are lost or damaged.
6. **PAYMENT** - An advance payment for the reservation/security deposit is required at the time the house is reserved. The RENT TOTAL is due 90 days before your arrival date. Please make payments in the form of traveler's check, bank money order, cashier's check or personal check payable to Babels Property, LLC. You can also pay online at www.IslamoradaBeachHouse.com/contact .
7. **CANCELLATIONS** - A Three Hundred and Sixty Five (365) day notice is required for cancellation for a full refund by Owner or Guest. Cancellations that are made within (356) days prior to the arrival date forfeit the full damage/reservation \$2,000 deposit. Cancellations that are made within Ninety (90) days of the arrival date, forfeit the full damage/reservation \$2,000 deposit + \$3,000 = \$5,000. Cancellation or early departure does not warrant any refund of rent or deposit. If Guest cancels this agreement less than 60 days prior to the check-in date, Guest shall be obligated to pay all RENT payments specified in this agreement and all monies received by Owner may be retained (excluding damage deposit). If another Guest is located and another rental agreement is entered into for the same time period, the Guest will receive a full refund minus a \$2,000.00 cancellation fee. Owner shall not be responsible for any costs Guest may incur for travel or other arrangements in the event of cancellation by Owner or Guest.
8. **MAXIMUM OCCUPANCY**- The maximum number of guests sleeping in beds is limited to 14 persons. Guest agrees to abide by all occupancy rules and agree that at no time will the number of occupants exceed the total number of occupants permitted in the rental unit. A violation of the number of occupants will be grounds for immediate cancellation of this agreement and forfeiture of security deposits. Guest will be given notice and agrees to vacate the premises within 24 hours of notice. THIS PROPERTY REQUIRES A SEVEN NIGHT BOOKING.
9. **NO DAILY MAID SERVICE** - While linens and bath towels are included in the house, daily maid service is not included in the rental rate. We do not permit towels or linens to be taken from the house. If you are interested in daily maid service, that can be provided at an extra charge.
10. **AMENITIES**: Guest agrees to hold Owner harmless in the event of a failure of or non-availability of any amenity. The house includes kayaks and paddleboards along with paddles for each. When finished using them, please put them back where you found them in the paddleboard rack.

11. **MAINTNENANCE** - Owners shall be responsible for maintaining the unit unless damage is caused by Guest's misuse or neglect. Guest may not make any changes to the unit and must put furniture back to its original placement if moved. Owner will order repairs in a timely manner once notification is given by Guest, but Owner has no control over the scheduling availability of vendors. Owner shall not be liable for any losses or damages, including incidental or consequential damages, including those caused by Owner's failure to immediately perform repairs and maintain the unit.

12. **WRITTEN EXCEPTIONS** - Any exceptions to the above-mentioned policies must be approved in writing in advance.

13. **POOL - No children under the age of 12 permitted in pool without an adult.** When using the pool, remember there are certain risks associated with this activity. Use at your own risk. There is a safety pool fence available at all times in the shed behind the house. Please let us know if you would like that secured prior to your arrival.

14. **HURRICANE POLICY** - If there is a hurricane warning or watch affecting the Keys within 2 weeks of arrival (or any act of God), Guest may cancel and receive a 50% refund. If there is an evacuation of any part of the Florida Keys while the Guest is at the house (or scheduled to be at the house), the Guest will be refunded 100% for any days not yet occupied.

15. **COVID POLICY** - If Monroe County closes entry into the Florida Keys within 2 weeks of arrival date due to COVID, Guest may cancel and receive a 100% refund.

16. **ASSIGNMENT** - Guest shall not assign this agreement or sublet the premises or any part thereof. Any unauthorized transfer of interest by the Guest shall be a material breach of this agreement.

17. **INDEMNIFICATION** - Guest agrees to indemnify and hold harmless Owner and their agents from claims, suits or damages of any kind, from or related to any acts or omissions of Guest or Guest's guests. Guest agrees to indemnify and hold Owner and its agents harmless from damages and losses unless due to Owner's gross negligence. Guest agrees to look solely to the Owner in the event of a legal dispute regarding this agreement or the premises.

18. **RISK OF LOSS** -This house is privately owned; the owners are not responsible for any accidents, injuries or illness that occurs while on the premises or its facilities. The Homeowners are not responsible for the loss or damage of personal belongings or valuables of the guest. By accepting this reservation, it is agreed that all guests are expressly assuming the risk of any harm arising from their use of the premises or others whom they invite to use the premise.

19. **Additional Wedding Terms:** A wedding ceremony is permitted during this time. Music is to be off by 11:00 and music needs to be at reasonable levels not facing the townhome neighbors to the south . If the neighbors call the property manager or the police, there will be a \$500 charge taken from the deposit. Wedding caterers are permitted to use the kitchens. You can park up to up to 30 cars at our location. **Because of parking violations and safety reasons, NO cars shall ever be parked outside of the property by Overseas Hwy.**

20. **Moving Items.** Tenants must put back lounge chairs, tables, bricks, lights, kayaks, paddles boards, furniture, umbrella's back in the general location that they found them in when they checked in or there be a \$200 fee taken from the deposit.

21. **Garbage.** Tenants must NOT put ANY garbage in the large light green bins that are marked only for lawn and leaves. A \$200 fee will be taken out of the deposit if any garbage is placed in these light green large bins. Also, empty cans must be pushed back to the hedges before 8pm or the City of Islamorada will assess us a \$75 ticket that will be taken from deposit.

22. A **PORTA POTTY** must be rented (on the event day only) for any event over 40 people at your own expense and placed on the south-west side of house (non-ocean side). See local providers at <https://www.yellowpages.com/islamorada-fl/porta-potty-rental>. Failure to provide a Porta Potty for your event will result in losing your full deposit.

By signing below, I agree to all terms and conditions of this agreement.

SIGNATURE: _____

DATE: _____

OCEAN OASIS SIGNATURE: Victor Quire _____