



## OHASIS GETAWAY ISLAND PROPERTIES RENTAL AGREEMENT

This Short Term Rental Agreement (the "*Agreement*") is made by and between KPRS LLC ("*Homeowner*") and ("*Guest*"). The parties agree as follows:

1. Property. The properties are located at:
  - a. 211 Elm Ave, Unit B, Anna Maria, FL 34216      Dates of Rental: \_\_\_\_\_
  - b. 7805 Gulf Dr, Unit B, Holmes Beach, FL 34217      Dates of Rental: \_\_\_\_\_  
(VRC19-000038)
  - c. 211 Elm Ave, Unit A, Anna Maria, FL 34216      Dates of Rental: \_\_\_\_\_
2. Maximum Occupancy: The maximum number of guests is limited to six persons.
3. Term of the Rental. The lease begins at **3 pm** on (the "*Check-in Date*") and ends at **10 am** on (the "*Checkout Date*").
4. Rental Rules: Guest agrees to abide by the **Rental Rules** attached as **Exhibit A** at all times while at the property. All members of the rental party and anyone else Guest permits on the property must abide by the following rules at all times while at the property.
5. Access: Guest shall allow Homeowner and Property Manager access to the property for purposes of repair and inspection, if necessary. Homeowner shall exercise this right of access in a reasonable manner.
6. Rental Rate and Fees:
  - a. Deposit: A deposit of 50% is due immediately to secure the reservation. If the reservation is one year in advance, 25% is due now, and 25% is due six (6) months prior to check-in.
  - b. Cleaning Fee: A cleaning fee of \$150 will apply to all reservations.
  - c. Reservation Fee: A fee of \$100 will be added to all reservations. This fee can be waived if the paid by eCheck, Check by mail, or Cash. VRBO reservations automatically include this Fee.
  - d. Sales Tax: A tax of 12.0% will be applied to all reservations.
  - e. Payments: All payments may be made by eCheck, Check by mail, Visa, Mastercard, or Discover. All payments must be made in US funds. The Guest will be responsible for additional banking fees incurred by returned checks.
  - f. Balances: All balances are due 30 days prior to check-in. Reservations made within 30 days of arrival will be paid in full at time of booking.
7. Cancellation Policy: If Guest wishes to cancel his/her reservation, the deposit will be refunded as follows:
  - a. **100%** if cancelled **60** days prior to the Check-in Date
  - b. **50%** if cancelled **30-59** days prior to Check-in Date, full deposit refund if unit is successfully re-rented during same timeframe
  - c. **0%** if cancelled inside **29** days prior to the Check-in Date, full deposit refund if unit is successfully re-rented during same timeframe
  - d. **COVID-19** if you are unable to travel due to restrictions from your state, State of Florida or the City of Anna Maria (OHasis I or MI Oasis), or the City of Holmes Beach (OHasis II), we will refund 100%.
8. The parties agree to the terms of this Short Term Rental Agreement, as evidenced by acceptance of the Rental Rules and booking the reservation.



## Exhibit A

### RENTAL RULES

1. All Guest groups must have an adult at 25 years of age or older in order to rent the property.
2. Smoking is not allowed. Any signs of smoking will forfeit security deposit and may incur additional charges.
3. People other than those in the Guest party set forth above may not stay overnight in the property. Any other person on the property is the sole responsibility of Guest.
4. 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 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.
5. Fines and Penalties: Guests will be responsible for any and all fines, penalties, or citations assessed, either at the time of the incident or after departure, to them individually or to the property during their dates of occupancy including, but not limited to, noise, parking, and trash violations.
6. Noise Ordinance: Anna Maria Island has a strict 10PM noise ordinance. You are vacationing in a residential area. Please be a good neighbor by keeping the noise to a respectful level during the day and night. Excessive and unreasonable noise can deprive neighbors of the peaceful enjoyment of their private property. Any noise violations and fines will be the responsibility of the Guest and could result in immediate eviction.
7. House Parties, Family Reunions, and Gatherings: House parties, Family Reunions, Weddings, and other large gatherings are prohibited. Please note the maximum allowed occupancy of six. Overcrowding will result in immediate eviction without refund.
8. Trash Pick-Up Policy: You will be subject to a \$100 fine, deducted from your security deposit, for noncompliance to the trash instructions posted in the unit book.
9. Please keep the property and all furnishings in good order
10. Pets are not allowed. Any pets on the property will result in immediate eviction and loss of security deposit.
11. Housekeeping: The property will be outfitted with toilet paper, paper towels, trash liners, dish soap, laundry and dish detergent and various cleaning supplies. Linens, bath towels, and beach towels are included in the unit.

12.Inoperable Equipment: Please notify us immediately in the event of any equipment malfunction or maintenance issues. We will do our best to make sure repairs are made in a timely manner. Discounts or refunds will not be available due to inoperable equipment.

13.Heated Pool (if applicable): Our pool is set to approximately 83 degrees and is included in the rental fee. We will make every effort to ensure that your pool stays in the set range; however, we cannot be held responsible for extreme weather or inoperable equipment. When the ambient temperature falls below 60 degrees the pool heater may not operate as it normally would and may even shut down. Pool heaters only run when the pool pump is running. Normal residential pool pump run times vary between 6–8 hours per day. Pool will be cleaned a minimum of one time per week with a varied schedule. Additional pool cleaning can be arranged at an additional cost to the guest.

14.Storms:

If there is a storm or hurricane, refunds will be given under the following conditions:

- The state or local authorities order mandatory evacuations in a "Tropical Storm/Hurricane Warning area" and/or
- Guest is unable to get to property due to weather conditions
- A "mandatory evacuation order has been given for the Tropical Storm/Hurricane Warning" area of residence of a vacationing Guest.
- The day that the authorities order a mandatory evacuation order in a "Tropical Storm/Hurricane Warning," area, we will refund:
  - Any unused portion of rent from a Guest currently registered;
  - Any unused portion of rent from a Guest that is scheduled to arrive and wants to shorten the stay, or to come in after the Hurricane Warning is lifted and rent will be prorated to end of the stay.

Homeowner:

Guest:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature