

# *Almost Heaven And The Sundancer*

## RENTAL AGREEMENT

This is a rental agreement between Rosemary Skapley, owner and property manager, Samantha Stam

and \_\_\_\_\_, renter(s), regarding

*Almost Heaven Beach House*, located at 3164 Coastal Highway

Or (please circle home you are renting and initial)

*The Sundancer* located at 3132 Coastal Highway St. Augustine, Florida 32085

**Refundable Reservation/Damage Deposit.** A reservation/damage deposit in the amount of \$250 per week is required to secure the rental. Upon arrival, the deposit converts to a damage deposit. It **does not apply toward the rent** and will be held until the house has been inspected. Assuming no problems, the deposit will be refunded within 2 weeks of the departure date or check torn up. **Violation of any of the conditions below will result in the loss of all or part of the deposit!**

- **Damage.** You are responsible for damage to the house, furniture, deck, or grounds
- **Pets.** If you bring a pet you must have signed a Pet Agreement and paid the fees. You are responsible for any problems caused by your pet . **\*\*\*NO PETS AT ALMOST HEAVEN\*\*\***
- **Smoking.** No smoking is allowed inside the house. If you smoke outside, dispose of butts appropriately.
- **Guests.** Only the individuals named below can stay overnight
- **Parties.** No weddings, receptions, or other parties without

permission of owners

- **Check in and Out.** No early arrivals or late checkouts without permission of owners.
- **Beach Towels.** Beach towels are provided for your use. You are responsible for lost or missing towels.
- **Cleaning.** Regardless of the cleaning fee plan you choose, it is expected that you will treat our property as you would your own. The cleaners are responsible for normal cleaning of the house and deck. Extra cleaning caused by damage, pets, smoking, late check out, parties, or disrespect (beer cans in the yard, food on walls, excessive sand in the house, etc.) will result in loss of all or part of your deposit.
- **REFUNDS:** Once a reservation is made, refunds are made ONLY if the house becomes uninhabitable OR if the owners are able to re-rent the house for the same period and amount as the original booking. If a portion of the rental time is re-booked, a pro-rata refund will be made. All refunds due to renter-initiated cancellations are subject to a 10% administrative fee. If a minor repair needs to be done it will be done ASAP but you will not be compensated for inconvenience.

**Hurricane Policy:** Refunds will be issued only if the National Weather Service orders a mandatory evacuation in our immediate area (St. Augustine to Jacksonville). When a mandatory evacuation order is given, we will refund (a) any unused portion of rent from a guest currently renting the house; (b) any unused portion of rent from a scheduled renter who wants to arrive after the hurricane order is lifted; or (c) any advance rents collected for a renter scheduled to arrive during the mandatory evacuation period. We encourage renters to obtain trip cancellation insurance. Several insurance companies are listed on our web site.

- **Cleaning Fees.** Regardless of which cleaning plan you select, it is expected that you will treat our home as you would your own. Renters have two options:
  - **Pay a cleaning fee of \$200 and do no cleaning** other than leaving the house tidy, or
  - **Pay a cleaning fee of \$150 and do the following:** wash and dry at least one full load of sheets or towels; wash all dishes, glasses, pans, etc.; leave the grill clean; empty the refrigerator of all opened items (unopened items can be left for the cleaners if you wish); put all household trash and garbage in the supplied tie bags; put all furniture, kitchen items, and accessories back where you found them. Please select the option you choose and enter the appropriate Cleaning Fee amount on page

**2. INDEMNIFICATION AGREEMENT** Renter hereby agrees to indemnify, defend, and hold harmless Rosemary Skapley (collectively, the "Owners") and Samantha Stam. (property manager) from and against any and all claims, damages, expense (including, attorneys' fees) or liability arising from Renter's actions during the term of this Rental Agreement, the performance of any repair, renovation, or maintenance to the property, or otherwise from the Renter's (or any contractor, agent, employee, invitee or guest of Renter) use or occupancy of the property. This indemnity will include, but not be limited to, claims or liabilities asserted against Owners based upon negligence, strict liability or other liability, however founded, by any third party, and all costs, attorneys' fees, expenses, and liabilities incurred or paid by Owners in the defense of any such claim. Owners may defend any such claim at Renter's expense by counsel selected by Owners. Furthermore, as a material part of the consideration to Owners for the entering into this Rental Agreement, Renter assumes all risk of damage to property or injury to persons in, upon, or about the property arising from any act or omission of Renter, Renter's agents, employees, contractors, licensees, guests and invitees. In the event of termination of this Rental Agreement, Renter agrees that all

indemnification provisions of this Rental Agreement shall survive any such termination. I have read and agree to the conditions noted above.

Renter signature and date:

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FEES DUE: The following is due now in order to reserve the house.

\$ \_\_\_\_\_

**ALMOST HEAVEN and THE SUNDANCER GUEST LIST**

Only the individuals listed below can stay in the house over night. Additional names must be disclosed to the owners prior to the arrival date and rates adjusted if necessary. No more than 8 people can be accommodated.

Names/age:

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RENTER INFORMATION

Renter Name \_\_\_\_\_

E-Mail \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone(s): \_\_\_\_\_

RENTAL dates: Arrival on \_\_\_\_/\_\_\_\_/\_\_\_\_ no earlier than 3 PM; departure on \_\_\_\_/\_\_\_\_/\_\_\_\_ no later than 10 AM.

Fees below are due NOW if within 8 weeks of arrival or on this date (8 weeks prior to arrival):

\_\_\_\_/\_\_\_\_/\_\_\_\_ Month Day Year

Rent: \$\_\_\_\_; Pet Fee \$ \_\_\_\_\_;

Cleaning Fee (Check One) \$150\_\_\_\_ OR \$200\_\_\_\_\*; \*See cleaning options on page 3

Taxes (10% of rent, pet fee, and cleaning fee): \$\_\_\_\_\_

Total Due on above date: \$\_\_\_\_\_ Your signature below indicates that you agree to the rental conditions and fees as delineated in this rental agreement.

Renter Signature: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

**Please sign and copy and send to Samantha Stam 6 Janssen Drive Manhasset, NY 11030**

