

SEASONAL LEASE AGREEMENT

THIS AGREEMENT, entered into this _____, between _____, whose address is _____, hereinafter called the LANDLORDS, and _____, whose address is _____, hereinafter called the TENANT. Landlord does lease unto the Tenant the property described as: 5954 Pelican Bay Blvd. #232, Naples, FL 34108

ADDRESS

Check Appropriate Box:

_____ Furnished
 _____ Unfurnished

TO HAVE AND TO HOLD said property beginning at _____ and ending at _____ **by 11:00 AM** for the total amount of **\$4,500.00 payable to: Downing-Frye Realty**. The tenant shall pay **\$4,500.00 per 30 days**, plus **\$450.00** for local and state taxes, a cleaning fee of **\$125.00**, an application fee of **\$100 payable to: The Sanctuary at Pelican Bay, & \$125.00 payable to: Pelican Bay Foundation**, and a security deposit of **\$1,000.00 payable in full by ON SIGNING OF THIS AGREEMENT**.

If the full amount of \$4,500.00 is not paid by _____, the Landlord reserves the right to terminate this lease and consider it null and void with no further obligation to lease the premises to said Tenant (Deposit Non Re-Fundable If Full Amount Is Not Paid IN Full by _____).

The **Landlord** agrees to pay the following: **All necessary utility services, including water, electricity, basic cable TV, pool services, lawn services and initial cleaning of the premises.**

THE PARTIES FURTHER AGREE AS FOLLOWS:

1. Lease is subject to the association approval.
2. Tenant agrees to submit lease application to association with the application fee of \$100.00 & \$125.00 upon execution of this agreement.
3. The Tenant accepts the property in its present condition and agrees to keep it clean and in good state of repair. Tenant agrees to pay for replacement of all articles of personal property damaged or broken during the lease, pay the cost of repairing any damage to the property caused by the use or negligence of the Tenant or Tenant's guests, and at the termination of this lease to promptly surrender the property to Landlord in as good condition as said property was at the execution of this Lease, ordinary wear and tear and loss or damage by fire or acts of God excepted. Landlord acknowledges that there is a difference between damage and normal wear and tear and that the Tenant shall not be charged for normal wear and tear caused by normal every day usage. This lease shall terminate in the event that the premises is damaged or destroyed, other than negligence of the TENANT, or upon taking of the property under legal authority or eminent domain.

Initial _____

Initial _____

4. The Property will only be occupied by Tenant's family consisting of 6 persons and periodic guests. All occupancy must be in accordance with any applicable condominium or homeowners' association rules and regulations.
5. No part of the property will be sublet to others nor shall this lease be assigned or transferred in any way without the written consent of the Landlord.
6. **No pets or animals whatsoever will be allowed on the property as stated in Condominium and Homeowner Association rules. Tenant shall abide by all rules of the Condominium or Homeowners Association.**
7. Children are only allowed with prior consent of the LANDLORD. If permitted there shall be no evidence upon departure and no extra cleaning will be required.
8. **SMOKING IS NOT PERMITTED ANYWHERE ON THE PREMISES.**
9. Landlord, his agents and employees shall have the right to enter the property at all reasonable times and upon reasonable notice for the repair, improvement, care and management of the property, and for the purpose of showing the property to prospective tenants or buyers.
10. Tenant shall use the premises as a temporary vacation rental. The Tenant shall have full rights to use of community, clubhouse, and pool as permitted by the Condominium or Homeowners Association. Tenant shall not engage in any business, or hazardous activity, which may increase fire hazard or cause any damage to the premises. Tenant shall comply with all sanitary laws, ordinances, rules and orders of appropriate government authorities affecting the cleanliness, occupancy, and preservation of the premises during the term of the lease. Tenant shall be held solely responsible for any damages to the community or grounds they may arise from the negligence or intentional conduct by the Tenant or the Tenants guests during the term of the lease. The Tenant agrees to save the Landlord harmless from, and indemnify Landlord for any loss, damage or claims from their use of the community or the facilities.
11. Tenant shall be responsible for insuring their personal belongings.
12. Landlord shall have the property professionally cleaned, at the Landlord's expense, prior to the Tenants arrival. Upon departure, the property will be professionally cleaned at the Tenant's expense with arrangements to be made by the Landlord. Cleaning charges will include carpet cleaning when necessary. Landlord and Tenant both agree that the Tenant's exit cleaning charge of \$ 125.00 will be collected up front.
13. The Security Deposit of \$1,000.00 shall stand as security for Tenant's performance of all lease obligations. Provided the Tenant complies with all terms of this lease, the security deposit shall be returned to the Tenant in a timely manner after final inspection of the premises and confirmation that all fees and charges encumbered by the Tenant and the Tenants guest for the use of the facilities have been paid in full.

Initial_____

Initial_____

14. In connection with any litigation concerning this lease, the prevailing party shall be entitled to recover a reasonable attorney fee and all costs from the non-prevailing party.
15. Tenant shall not make alterations or improvements to the property without the written consent of Landlord.
16. Tenant agrees to save the Landlord harmless from, and indemnify Landlord for any, loss, damage, or claim by third parties arising from any negligence or intentional conduct by the Tenant or Tenant's guests.
17. Tenant's personal property kept upon the property, or in any storage rooms or other areas, shall be kept there at the sole risk of the Tenant and the Landlord shall in no event be liable for any loss, destruction, theft of, or damage to, such property. The Tenant shall be responsible for procuring its own insurance to cover against the possibility of such loss.
18. RADON GAS: Radon Gas is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon testing may be obtained from your county public health unit.
19. Tenant shall keep the property in a neat and clean condition and shall undertake regular housekeeping at Tenant's expense where so required.
20. Landlord shall be responsible for maintaining and repairing the structural components of the residence including the roof and for providing all necessary functioning electrical, plumbing, HVAC systems, water, basic cable TV, and pool services. Only excessive use of electricity or water will be charged to the tenant. Landlord shall not, however, be required to begin the making of any maintenance or repairs unless and until the Tenant has given notice to the Landlord in writing, the nature of repairs needed.
21. Should the property be substantially destroyed or damaged by fire, hurricane or other casualty so as to be unfit for occupancy or use, then this lease may be terminated by either party and rent shall only be paid to the date of casualty.
22. Quiet Enjoyment. Tenant shall peacefully, have and hold the said premises for the agreed term. Tenant shall not violate any city, state, or federal laws on the premises.
23. Abandonment. In the event that the TENANT abandons the premises or in the event that TENANT fails to take possession of the premises, the LANDLORD shall have the option to re-rent the premises. LANDLORD is not required to refund any rents to TENANT.

Initial_____

Initial_____

24. Cancellation. In the event the TENANT must cancel the scheduled time at said property, the security deposit will not be refunded to TENANT unless a written cancellation is received within 45 days prior to arrival. LANDLORD has no obligation to return any rents or taxes once monies have been collected. In the event the LANDLORD must cancel the booking due to sale of the residence or the property is damaged and unfit for habitation, the LANDLORD must give the TENANT a full refund of any monies paid and immediate notice of any change in circumstances.

25. Other: This Agreement is subject to the laws of the State of Florida. Venue for any action shall be in state court in Collier County, Florida

THE LANDLORD AND TENANT SHOULD SEEK LEGAL ADVICE FROM AN ATTORNEY REGARDING THEIR RIGHTS UNDER THIS LEASE, THE INTERPRETATION OF ANY PROVISIONS IN THIS LEASE, ANY MATTER REQUIRING LEGAL ADVICE, INCLUDING THE STATUTORY RIGHTS OR OBLIGATIONS OF THE LANDLORD OR TENANT.

The singular number will be construed to mean the plural when the context hereof shall so require. If any provision of this lease should be found to be unenforceable, the remaining clauses shall still be of full force and effect. This lease shall only be effective when it is signed by both Landlord and Tenant.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth herein below.

Witnesses for Each Signature:

TENANT SIGNATURE

Date

LANDLORD SIGNATURE

Date

LANDLORD SIGNATURE

Date

LISTING RENTAL AGENT:

HANNA WYNN ROPPO, PA
REALTOR®
DOWNING – FRYE REALTY, INC
3411 TAMIAMI TRAIL N.
NAPLES, FL 34103

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