

## VACATION RENTAL AGREEMENT

This Vacation Rental Agreement (“Agreement”) is entered into by and between the renter, hereinafter referred to as “Guest,” and Stephan Englisch / SHAPE International Investments, Inc. (“Owner”), for the vacation rental of the property identified as “Villa Magnificence,” 4939 SW 17<sup>th</sup> PL, Cape Coral, Florida 33914, USA (the “Property”).

**Please read this Vacation Rental Agreement thoroughly. Any monies received by Owner or its agent for occupancy of vacation property indicate the acceptance of the terms and conditions of this Vacation Rental Agreement. It is the responsibility of the Guest(s) to be familiar with all terms and policies within this Agreement.**

**NOTE: Under no circumstances is the Property to be used as a “residence.” The term of this Agreement is temporary, only. The Guests agree that the Property shall be used as a short-term vacation rental, and that at no time shall the Guests be considered “tenants,” such that the rights of the parties shall be governed not by Florida’s Residential Landlord/Tenant Law, but Florida’s Law governing Public Lodging Establishments.**

**1. Guests:** The maximum of occupancy of this Property is 8 Guests, which includes children. The Guests shall consist of the following persons:

	Name	Age if minor	If Minor, Parent’s Name
1)	_____	_____	_____
2)	_____	_____	_____
3)	_____	_____	_____
4)	_____	_____	_____
5)	_____	_____	_____
6)	_____	_____	_____
7)	_____	_____	_____
8)	_____	_____	_____

No other persons are permitted to use the Property for their overnight stay. Any changes MUST be reported in writing and agreed to by the Owner. If any other persons not listed above use the Property as their lodging, then the Owner may terminate the Rental Term immediately, lock out all of the Guests pursuant to §509.401, Florida Statutes, and retain all amounts paid by the Guests as damages.

**2. Rental Term:** The rental term begins on \_\_ day, \_\_\_\_\_, 20\_\_ at 4:00 pm (the “Check In Date”) and ends at 10:00 am on \_\_ day, \_\_\_\_\_, 20\_\_ (the “Check Out Date”).

Neither a late arrival nor an early check-out by the Guests without the written consent of the Owner entitles the Guests to a refund.

Guests may arrange for extra nights in advance to avoid any late checkout fees. Extra nights are charged at the daily rate and may be granted if available. If Guests are not present when cleaning crews arrive and have left their possessions in the house, cleaning crews will collect their possessions and remove them from the premises in order to prepare the unit for incoming guests and Guests will be charged \$150 for this service. PLEASE checkout promptly, as the cleaning crews have a very short time window to prepare the unit for new guests.

**3. Rental Rate and Fees:**

1) Deposit: A deposit of \$ 1500 is due at least 30 days prior to the Check-In Date.

The deposit is for security and shall be refunded within 14 days of the Checkout Date provided no deductions are made due to:

- i. damage to the property or furnishings;
- ii. dirt or other mess requiring excessive cleaning; or
- iii. any other cost incurred by Owner due to Guest’s stay.

***If the premises appear dirty or damaged upon Check-in, Guest shall inform Owner immediately.***

2) Rental Rate. Payment in full of the following fees shall be due within \_\_\_\_ days of the Check-in Date (i.e. on or before \_\_\_\_\_, 20\_\_):

\$ ____ per night x ____ nights (up to 4 persons)	\$ _____ *
Additional persons staying over night (\$65 per night / person)	\$ _____
Cleaning fee**	\$ 500.00
Sales & Tourist Tax	\$ _____
Total	\$ _____
Additional: Security Deposit	\$ 1,500.00
TOTAL including Deposit	\$ _____

**\*Electricity / Gas:** Electricity and Gas is included in rental amount. **However, any excessive use will be deducted from Deposit. Management will read meter with Guest at check in and at check out.**

**\*\*Cleaning Fee:** The Cleaning Fee is paid in advance with rental amount. The Cleaning Fee is non-refundable once occupancy has occurred. The Cleaning Fee does not include cleaning of gas grill, kitchen and Outdoor Kitchen. The gas grill will be cleaned by the cleaning staff and a fee of at least \$50.00 USD will be deducted from the security deposit from the Guest if left dirty or not cleaned properly/poorly.

**1. Cancellation Policy:** If the Guest wishes to cancel his/her reservation, a **written notice** must be provided to the Owner. Subject to timing of the cancellation, the cancellation fee has to be paid as follows:

- 25% if cancelled 60 days prior to the Check-In Date
- 60% if cancelled 30 days prior to the Check-In Date
- 90% if cancelled 14 days prior to the Check-In Date

Within fourteen (14) days prior to the Check-In Date, all moneys paid except the Cleaning Fee and applicable sales tax are non-refundable.

**Note: There are NO REFUNDS for hurricanes, tropical storms or weather conditions, even if a mandatory evacuation is ordered (optional travel insurance is available to the Guests through a third party. Guests ASSUME THE RISK).**

If the Property is sold by the Owner and will no longer be available for use as a vacation rental, then the Owner shall notify the Guests in writing at least thirty (30) days prior to the start of the Rental Term, and the Guests shall receive a full refund of all amounts paid as full and complete satisfaction in cancellation of this Contract.

If the Property is rendered untenable during the Rental Term due to no cause of the Guests, then the Owner shall refund to the Guests an amount pro-rated for the period of the Rental Term for which the Property is rendered untenable.

**2. Right of Access:** Guests shall allow Owner and its agents access to the property for purposes of repair and inspection. Owner and its agents shall exercise this right of access in a reasonable manner.

**3. Use:** Guest agrees to abide by the **Rental Rules** attached as **Exhibit A** at all times while at the property and shall cause all members of the rental party and anyone else Guest permits on the property to abide by the following rules at all times while at the property.

This Property is not a “party house.” The Property is located in a residential neighborhood with working families. Quiet hours, between midnight and 8 a.m. must be respected. Any special occasions such as weddings, receptions, family reunions or increase of occupants (guests not registered on registration form) must be disclosed at the time the reservation is made and is subject to Owner's advanced approval. Prom parties, fraternity or sorority parties and graduation parties are not allowed at any time. Adults cannot rent property on behalf of underage guests, no exception.

Any misuse described above shall result in termination of Rental Agreement and no refund of any payments will be issued.

**4. Care and Maintenance:** Guests agree to keep premises clean and in good repair, free of trash and unsightly material and to notify the Owner, in writing, of any defects, damages or dangerous conditions in or about the premises. Guests shall

reimburse Owner for the cost to repair damage by Guests through misuse and/or neglect including but not limited to plumbing stoppages and air conditioning/heating units. Except as provided by law, no repairs, decorating or alterations shall be done by the Guest without the prior written consent of the Owner.

**5. Smoking Policy:** No smoking is allowed inside of the home whatsoever. Evidence of smoking, such as the smell of cigarette or cigar smoke inside the home by the cleaning crew is sufficient basis to charge the Guest for smoke cleanup and removal from carpeting, AC ducts & filters and furniture A \$2000.00 USD fee will be charged for deep cleaning in the event smoking occurs on or with the Property.

**6. Cleaning:** Please note that cleaning does not include dishes & cooking utensils, grill and outdoor kitchen. If additional cleaning is required after you leave, it will be charged to your credit card or deducted from the deposit.

The Property is provided with pillows, linens, blankets, towels, kitchen towels, comforters, hand towels & wash cloths including extras located in closets. Although a cleaning service to clean the house and linens on your departure is included on your invoice, the Guests are responsible that all debris, rubbish and discards are placed in plastic bags and transferred to the large trashcans by the road, and soiled dishes and cooking utensils are placed in the dishwasher and cleaned. Linens, blankets, pillows, bedspreads, comforters and towels are provided. It is standard for beds (except bunk beds are not fully made) to be made for Guests arrival as part of the linen and cleaning service. The Property is provided with a starter set of toilet paper & paper towels. Owner does not guarantee that these extra items will always be available and guests may need to replenish their own paper goods, toiletries, & laundry detergent, *etc.*

Guest agrees to keep house, furniture and furnishings in good order. Removing, adding or changing furniture without Owner's written approval shall be deemed a material breach of this Agreement, and is strictly prohibited. Guest are responsible for cost of replacement of any damage to furniture or premises and replacement of missing items. Under no circumstances can any furnishing or linen be taken from the Property.

Upon Check-Out, Guests are to leave all used beds un-stripped and unmade. The last day's towels are to be left in the washer/dryer room. All dinnerware, pots, pans, glasses should be cleaned and the dishwasher empty. Please discard used food from the cabinets and refrigerator. Trash should be removed from the home and placed in the proper receptacle outside. Trash receptacles must be placed at designated spot, weekly (Monday) on the designated day for removal by city. Should you wish to move furniture, outdoor furniture or decorations it must be placed back in its original place prior to check out.

Additional fees will be charged if unordinary efforts are required to return home to same condition in which it was delivered at the time of Check-In.

**7. Condition of the Property:** The Owner has, to the best of its ability, given an accurate description of the Property and its condition. Guests understand that it is considered as reserved "sight unseen."

The cleaning staff will clean the Property before your occupancy. All electrical, plumbing and appliances should be in working order. The failures of operation of certain extra amenities, such as TVs, cable, games, or the Internet and WiFi service are not a basis for any refund. Owner will make every effort to have these items repaired but does not guarantee that they will be repaired during Guests' occupancy.

When you arrive, if you find that the house has not been cleaned to normal standards please notify the Owner immediately. We will do our best to have tradesmen attend to the problems but may not be able to fix everything over holidays and weekends. Under no circumstances will any of the rental money be refunded or returned because of the condition of the house. The Guest agrees to hold the Owner harmless from any liability for the condition of the house.

**8. Swimming Pool:** Guests acknowledge that there is no lifeguard on duty and use of this swimming pool is used at their own risk. Children must be supervised at all times. Do NOT jump into the Pool at any time because of shallow water on one side! Risk of serious injury!!!

Guests are not allowed to adjust or alter any setting of pool/spa equipment without instruction from Owner. Any damages caused by Guests' manipulation of pool/spa equipment will be at Guests' expense.

**WARNING: Under no circumstances are door/windows alarms to the pool area to be deactivated. Furthermore, any fence or similar barriers that surround the pool must be in place unless the pool is in use in the presence of a person who is able to swim and is twelve (12) years of age or older. Any Guest who violates this rule will be held legally responsible for any consequences, and the Owner may terminate this Agreement immediately without any refund to the Guests.**

**9. Use of Security Cameras:** Guests understand and accept that the Property may be protected with outside security

cameras. These cameras are used to protect the Property from potential break-ins and theft. There are NO cameras inside the house. Please do NOT touch or turn the cameras, or move parts from the cameras. The cameras are very expensive containing highly sensitive parts and require professional service in the case of misuse to readjust and setup, the costs of which is at least \$250.00 for a special service call. In the case such a service call is necessary, the costs will be deducted from the security deposit.

**10. Personal Property:** Guests understand that any personal property of and used by the Guests is not insured by Owner and Owner shall not be responsible for any lost, stolen or missing property of the Guests or property of Guests left after check out.

**11. Keys and garage door opener:** Lost keys or lost garage door opener remote controls or any other remote control will incur replacement costs of \$50.00 each.

**12. Recreational Items:** Guests acknowledge that use of any recreational items is at own risk, such as bicycles, kayaks, *etc.* Guests who use such items guarantee to the Owner that they have inspected the same for any defects or damages, and that they are competent and knowledgeable as to how to use such recreational items. Upon using such items, the Guests agreed to indemnify and hold Owner harmless from any and all liability for any loss, injury, sickness, disease or death of Guests, children, or invitees or Guests as a result of use of said recreational items.

**13. Pest Control:** Upon demand by Owner, Guests shall allow for a reasonable period of time to allow pest control work to be done at premises. Guests shall comply will all instructions, forthwith, from pest controller regarding the preparation of the premises for the work, proper storage of perishable goods and proper removal of trash.

**14. Pets:** Keeping animals or pets of any kind is expressly prohibited. Any misuse described above shall result in termination of this Agreement and no refund of any payments will be issued. This property is strictly an animal-free zone due to severe allergies in our family.

**15. Parking:** All vehicles must part in designated areas and not on the grass or the street. Storage of vehicles will not be permitted.

**16. Electric Cars:** It is not allowed to charge battery powered cars (full electric, hybrid, *etc.*) in or around the house. Such cars are also not allowed to be parked in the garage but must be parked outside the garage. The tenant is responsible for any damage caused in case of non-compliance, also for guests visiting the tenant.

**17. Boat Dock And Storage:** If the Guests are renting a boat, the Guest will be responsible for proper storage of any boat and/or jet skis, and ensure that the same are properly secured and are not leaking any fluids. The Guests will be responsible for any and all damages to the boat dock and lift, if applicable, caused by the negligence of the Guests or the boat rental company hired by the Guests.

**18. Remedies:** In the event of a default to the Rental Agreement, particularly, but not limited to Guests' unauthorized "holding over" or those acts mentioned above in this Agreement, and in addition to all other rights and remedies Owner may have at law, Owner shall have the option, upon written notice or as the law may hereinafter provide, Owner may immediately re-enter and remove all persons and property from Property. In such an instance, the Agreement will be terminated, and Owner shall be entitled to otherwise recover all damages allowable under the Law.

The Guest, as part of the considerations of this special rental, in recognition that this Property is booked in advance by other Guests throughout the year, hereby waives all claims for damages that might be caused by Owner; re-entry and taking possession of the Property or removing or storing property as herein provided, and will hold Owner harmless from loss, costs and damages occasioned thereof, and no such re-entry shall be considered or construed to be a forcible entry as defined under Florida law. Further, if for any reason Owner is unable to deliver possession of the premises to Guest at the commencement of the term specified in the Agreement, Owner shall refund amounts paid by Guest, but shall not be liable for any other damages caused thereby.

**19. Attorneys Fee/Default:** If any legal action or proceeding (including default, non payment, *etc.*) arising out of or related to this Agreement is brought by either party to this Agreement, the prevailing party shall be entitled to receive from the other party, in addition to all other relief that may be granted, the reasonable attorney's fees, costs and expenses incurred in the action or proceeding by the prevailing party, including through appeal.

**20. Indemnification:** Guests agree to indemnify and hold harmless Owner for any liability arising before termination of this Agreement for personal injuries or property damage caused by the negligent, willful or intentional conduct of Guest(s), including but not limited to violations of this Agreement. This indemnification agreement does not waive Owner's duty of care to prevent personal injury or property damage when that duty is imposed by law.

**21. No Refunds:** NO refunds or reductions in rent are granted for mechanical failure or malfunctions, interruption of utilities, or other maintenance problems concerning air conditioners, heaters, dishwashers, washers, dryers, televisions, Internet, Pool or any other appliances and amenities.

**22. Waiver:** Guests understand that the Owner is not responsible for any personal injury caused by slipping on wet pavement or surfaces, and that Guests are responsible for exercising care when surfaces are wet or slippery due to weather or use of hoses to wash down areas, and further, that the Owners are not responsible for any personal injury or loss or damage to Guests' property caused directly or indirectly from foul, inclement weather conditions, Acts of God or nature, accidents related to fire, heaters, stoves, Guests' failure to take adequate precautions around wet areas, or any unforeseeable circumstances. Under no circumstances will Guests or their invitees hold the Owner of the Property responsible for any damages or claims of any kind resulting from their stay, except for intentional acts of harm. This agreement and disclaimer applies to Guests and all guests in the Guests' party.

**23. Prior Agreements:** No prior agreement or understanding not contained in writing herein shall be effective. Furthermore, Owner, other than what is specifically written and set forth herein, makes no other or further representation regarding the nature, character and quality of the premises to be rented, and no representation shall be deemed to exist or be material unless and until it is reduced to a writing and signed by the parties.

This Agreement may be modified in writing, only, and must be signed by the parties in interest at the time of the modification. This Agreement constitutes the entire agreement of the parties. If any provision in this Agreement held by any court to be invalid, void or unenforceable, the remaining provisions shall never the less continue in full force.

**24. Forum Selection, Jurisdiction, and Venue:** The parties agree to the exclusive jurisdiction and venue of Fort Myers, Lee County, Florida USA for the resolution of all disputes arising under this Agreement. The sole and exclusive venue (*i.e.* place where lawsuit may be filed) for any legal proceedings shall be in the Lee County, Florida. Guests expressly waive any other right or privilege with respect to the election of venue or court (*i.e.* state or federal) and location of the venue of action.

**25. Governing Law:** It is expressly agreed that this Agreement shall be governed and construed by the laws of the Florida only, irrespective of the state of residency of Guests.

**26. Travel Insurance:** To protect the Guests against financial loss, the Owner encourages the Guests to procure travel insurance.

WHEREFORE, he parties agree to the terms of this Vacation Rental Agreement, as evidenced by the signatures set forth below.

**OWNER:**

**Guest # 1:**

\_\_\_\_\_

\_\_\_\_\_

Name (print):  
Stephan Englisch /  
SHAPE International Investments, Inc.

Name (print): \_\_\_\_\_

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

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

Phone # (during stay): \_\_\_\_\_

Phone # (during stay): \_\_\_\_\_

239-257-4759 / 011-41-76 238 98 52

\_\_\_\_\_

**Guest # 2:**

Name (print): \_\_\_\_\_

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