

Online BEACHY VACATION RENTALS AGREEMENT

Sandy Toes & Salty Kisses
402 Jackson Ave., Cape Canaveral, FL 32920

By this agreement made between Beachy Vacation Rentals, LLC, Pam Biddulph, hereinafter referred to as "Mgmt", and Guest (s), hereafter referred to as "Guest". Mgmt leases to Guest a 5 bedroom/4 bath villa situated at 402 Jackson Ave., Cape Canaveral, FL 32920 together with all appurtenances, for a term specified in reservation commencing after 4 pm on arrival date and terminating 10 am on departure date.

Rent- Guest agrees to pay Mgmt specified rental fee plus 11% tax, and a \$15 cleaning charge. One half of rental amount along with signed forms will secure rental dates. The remaining rental amount will be due 30 days prior to arrival.

Security Deposit- 30 days prior to arrival Guest shall mail a refundable \$300.00 deposit, as security for the faithful performance by the Guest of the terms of this lease. The deposit will be used to offset damage, theft, and excess cleaning. The deposit will be returned to Guest without interest on the full and faithful performance of all the terms of this lease.

Occupancy - This unit has a maximum capacity of 14 persons per unit and 4 parking spaces available. Any violation of occupancy could result in immediate eviction without refund.

Indemnification of Mgmt- Guest shall fully indemnify Mgmt against any claim for personal injury, death, or damage to another's property that occurs upon the premises during the terms of this agreement, and is a result of any act or omission of the Guest, his servants, invitees, guests, or agents. Guest shall be responsible for the defense of any such claim, and damages awarded and all attorneys' fees and cost incurred by Mgmt. Guest shall promptly pay such expenses and damages to Mgmt when assessed.

Use of the water/ beach toys, bikes, beach, and accesses are at the Guest's own risk.

Attorney Fees- In the event Mgmt must hire an attorney to enforce any provision of this lease, he may recover reasonable attorney fees and other reasonable cost of enforcement from Guest.

Compliance With Laws- Mgmt shall not violate any law, nor commit or permit any waste or nuisance on or about the premises, nor in any way annoy any other resident of the real property in which the premises are located.

Smoke Alarm- Smoke alarms have been installed in the dwelling. Upon commencement of this rental agreement, the Mgmt has verified that the smoke detector in the dwelling unit is in good working order. The Guest shall maintain the smoke detector in a good working order during the Guest's rental period. An extra battery is located in hall closet. A fire extinguisher is located in the kitchen.

Maintenance and Repair- Guest will keep and maintain the premises and appurtenances in good and sanitary condition. Guest shall make all required repairs of plumbing, range, and electric fixtures whenever damage thereto is the result of Guest misuse or neglect. Guest shall be responsible for paying plumbing service for removal of foreign substances from the toilets, bathtubs, sinks, etc. and for any plumbing service occasioned by clogging by reason of the foregoing, including but not limited to drain cleaning service, unless the cause was found to be due to a pre-existing defect or that the cause is not attributed to Guest. The cost of any unnecessary service calls will be paid by Guest.

Special Clauses:*This is a non-smoking home* No Pets Allowed*Guest agrees to \$200 fine per violation

A coded keyless entry system is installed. Code will be given to you prior to arrival.

Taxes- the State of Florida charges a 6% sales tax and Brevard County charges a 5% tourist sales tax on all rentals less than 6 months.

Refunds-No refunds will be made for breakdowns or malfunctions of appliances or equipment (TV, VCR, air conditioner, heater, etc.), acts of God, and because of weather or due to electrical power outages or cable outages.

Excessive or Late Noise: Noise emanating from the resort dwelling shall not disturb the peace and quiet of the

neighborhood in which the residence is located. Any noise whose measurement exceeds the ambient noise level of the neighborhood is considered excessive noise after 7:00 AM and before 10:00 PM. Any noise emanating from the resort dwelling which is discernible at the property line of a complainant is excessive noise after 10:00 PM and before 7:00 AM.

Mail to:

Beachy Vacation Rentals, LLC
981 E. Eau Gallie Blvd.
Suite E MR36
Melbourne, FL 32937
Pam Biddulph, Manager
321-693-6146

Guest Name (PRINT and SIGN)

Guest Address/State/Zip

Guest Phone Number

Email

Date

VEHICLE INFORMATION

1. MAKE/MODEL _____ LICENSE NUMBER/STATE _____

2. MAKE/MODEL _____ LICENSE NUMBER/STATE _____

3. MAKE/MODEL _____ LICENSE NUMBER/STATE _____

4. MAKE/MODEL _____ LICENSE NUMBER/STATE _____

RELEASE OF LIABILITY
FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE

(UNDER AGE 18 AT TIME OF REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility for the following participants:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.

do consent and agree to his/her release as provided above of all the Releases, and, for myself, my child and our heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releases from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

X_____ Date Signed: _____

Parent's (PRINT and SIGN)

X_____ Date Signed: _____

Parent's (PRINT and SIGN)

X_____ Date Signed: _____

Parent's (PRINT and SIGN)

X_____ Date Signed: _____

Parent's (PRINT and SIGN)

RELEASE OF LIABILITY

In consideration of being allowed to participate in any way in the activities available at Beachy Vacation Rental properties, including, but not limited to use of the rental property's kayaks, canoes, dock, beach access, surf boards, boogie boards, bikes, Quad bike, snorkel gear, hot tub and other water activities

I, the undersigned, acknowledge, appreciate, and agree that:

1. The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death, and while particular skills, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
3. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the Owner of the property immediately; and,
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS: **Beachy Vacation Rentals, LLC. Or Pam Biddulph, Manager**, their officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and Mgmts of premises used for the activity ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property associated with my presence or participation, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

X _____ Age: _____ Date Signed: _____
PARTICIPANT (PRINT and SIGN)

X _____ Age: _____ Date Signed: _____
PARTICIPANT (PRINT and SIGN)

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