

# Rental Agreement

Thank you for your booking! **The shaded area will be completed at our office.**

Please complete the form below and read the terms and conditions on separate pages. Once complete, please sign both forms where indicated and send them together with your deposit check (or if you have paid by credit card or check, just return the forms) to **RLK Properties, LLC, 6719 Ladyfish Trail, Bradenton, FL 34202**

**Party Leader** (the person who has responsibility for all guests staying at the property)

<b>Name:</b>	<b>Address:</b>	<b>Telephone number:</b>

**Other party members** (please include age if under 13 years)

<b>Guest name:</b>	<b>Guest name:</b>
1	2
3	4
5	6
7	8
9	10
11	12

**Rental Period**

<b>Arrival Date</b> (mm/dd/yy)	<b>Departure Date</b> (mm/dd/yy)
*At or after 5:00 pm	
At or before 10:00 am	

\*Early arrivals can be approved if we do not have back-to-back bookings. Please call prior to your arrival to confirm.

<b>House Size Booked</b>	<b>Bedrooms</b>	5	<b>Bathrooms</b>	4
<p>Please check to confirm that the figures shown in the table alongside match the rental costs that were agreed. If there is any discrepancy, please contact our office at:</p> <p><b>Phone: 941-755-1049</b>  <b>Fax: 941-755-7130</b>  <b>Cell: 612-964-5680</b></p> <p>Please make checks payable and mail or fax to:</p> <p><b>RLK Properties, LLC</b>  <b>6719 Ladyfish Trail</b>  <b>Bradenton, FL 34202</b></p> <p><b>Credit Card Payments</b> may be made by contacting our office. If you prefer PayPal, go to <a href="http://www.paypal.com">www.paypal.com</a> and pay to <a href="mailto:kevin@rlkproperties.com">kevin@rlkproperties.com</a>.</p>		<p><b>Reservation for:</b></p> <p>2557 Oneida Loop, Kissimmee, FL 34747</p> <p>Departure Cleaning <span style="float: right;">included</span></p> <p>Pool Heat - Optional</p> <p>Spa Heat <span style="float: right;">included</span></p> <p>Resort and Sales tax (13%)</p> <p>LESS 20% Deposit</p>		<p><b>In US Dollars</b></p>
<b>Key Code:</b> Provided when paid in full		<b>Balance Due</b>		

I the undersigned, agree that I have read and accept the terms and conditions of this Rental Agreement, and will abide by the terms therein. I agree that any costs arising from non-accidental loss or damage to the property or its' inventory will be my responsibility. I further agree that, where the damage caused exceeds the coverage paid, the owner will be entitled to receive compensation for loss or damages to the value of said loss or damage.

<b>Signed:</b>	<b>Name:</b>	<b>Date:</b> (mm/dd/yy)

# Rental Agreement

## 2557 Oneida Loop Kissimmee, Florida 34747

**1. RLK Properties, LLC**, a Minnesota Limited Liability Company, hereinafter referred to as the **Owner**, offers the short term rental, occupancy, and use of their home located at 2557 Oneida Loop, Kissimmee, Florida, 34747, hereinafter referred to as the "**Property**," to the person named as the Guest or Party Leader, and to the additional Guests named on the Registration Form, hereinafter referred to as the "**Guest**," "**Party Leader**," or "**Guests**" under the terms set out below. The Owner has hired **Orlando Holiday Villas** located at **8024 Spring Creek Drive, Kissimmee, Florida, 34747** hereinafter referred to as the "**Company**," to manage the Property.

### **2. Email Booking**

The Owners will provide a written quotation by email or facsimile setting forth the rental fee and required deposits for the Property.

### **3. Confirmed Booking**

Only upon receipt by Owner or Company of the required deposit and signed Rental Agreement is the booking confirmed. Owner reserves the right to rent the property to other Guests until receipt of the signed Rental Agreement and required deposits.

### **4. Acceptance**

Guest agrees that payment of the rental deposit will signify acceptance of the Terms and Conditions of Rental as set forth herein. This Agreement contains the entire agreement between the parties and may not be altered, amended, modified, or otherwise changed in any respect whatsoever except by a writing signed by an authorized representative of each of the parties, or by the parties themselves.

### **5. Payments**

The Guest agrees and acknowledges that the Owner will not release the Property to Guest prior to receipt by the Owner of payment in full. Failure of the Guest to pay the full amount of rental will result in refusal of accommodation in the Property.

The Guest agrees to pay the Total Rental Fee as shown on the Rental Agreement 30 days prior to arrival. In the event of late payment, or failure to pay, the Owner reserves the right to levy the cancellation penalty, retain any money that the Guest has paid in advance, and cancel the booking of the Guest. Where the money paid in advance is insufficient, the Owner reserves the right to exercise any legal remedies to pursue the amount owed by the Guest.

Where the Guest chooses to amend their booking, resulting in a change of dates of stay, a \$25.00 Booking Administration Fee may be levied. Where the Guest alters the booking resulting in a reduction in the number of nights, the owner may charge the \$25.00 Booking Administration Fee in addition to the cancellation fee warranted against the number of nights cancelled as described below.

### **6. Rental Period**

The Guest agrees, and the Owner permits the Rental Period to begin and end on the dates shown as the Rental Period (as shown on the Rental Agreement or Booking Confirmation).

### **7. Check in Procedure**

The owner will provide written driving directions to the property and also provide a Key Code in which to enter the home. The **Key Code** to the front door will be provided upon full payment of the Total Rental Fee. Check-in time is 5:00 p.m. Early check-in on day of arrival may be granted if advance notice of at least 3 days is given to the Owner or the Company and provided the unit is available for early check-in.

### **8. Damage Deposit**

A \$500.00 credit card voucher is required. The Guest will be provided a Credit Card Security Deposit form to be filled out by the Guest prior to Guest's arrival. The credit card will not be charged but is required as a guarantee for any damages or theft from the property including: \*Late Check-Outs, \*Lost Keys, \*Property Damage, \*Long Distance Phone Charges, \*Excessive Pool Heating, \*Excessive Utility Usage, \*Excessive Trash Removal and Cleaning including BBQ Grill, \*Plumbing and Garbage Disposal Clogs, \*Unpaid Rent and other penalties as provided for herein.

### **9. Keys**

The guest will be provided with a key to the property. The guest shall leave the key in the key box prior to check out to avoid charges. Lost keys will generate charges of \$50.00.

### **10. Check out**

Check out is 10:00 A.M. on the date of departure as shown on the Rental Agreement or Booking Confirmation. Should the Guest require a late check out, the Guest must have agreed such a departure time with the Owner or the Company not less than 3 days prior to the departure date. Unauthorized late check-outs will incur a charge of \$25.00/hour for each hour the Guest fails to vacate the premises.

### **11. Basis of Rental**

Properties offered for short-term rental through the Owner are provided on a self-catering basis. The Company will provide a complimentary starter pack of toiletries, including soap, toilet paper, trash bags, etc. Once these items are used, it is the Guests responsibility to supply them.

### **12. Pets Are Not Allowed**

Guest will not allow pets on the property, or in the unit. A cleaning charge of \$300.00 will be levied, plus any additional charges for exterminating, or other repairs. In addition to the \$300.00 cleaning charge, all deposits, including damage deposit, will be forfeited due to breach of this provision of the Agreement.

### **13. Cancellation**

The Guest may cancel their booking at any time up to or during the rental period. In the event that the Guest exercises their right to cancel, the Owner will levy the following cancellation penalties, including the percentage rate of the Total Rental Fee amount as shown on the booking confirmation.

Should there be a cancellation the 20% deposit is non-refundable.

If cancellation occurs between thirty (30) and fourteen (14) days before arrival, a fee of one half (50%) of the **Base Rental** (excluding taxes, pool heat and departure cleaning fees) will be levied.

If cancellation occurs within 14 days of the beginning date of the rental, Guest forfeits the entire amount of the **Base Rental**. (excluding taxes, pool heat and departure cleaning fees)

Owner or Company will not be held responsible for cancellations caused by inclement weather, (including hurricanes); for reasons of illness or death in the Guests family; or, for transportation breakdowns or delays. The Owner and the Company recommend that all Guests take out adequate cancellation or travel insurance either through their insurance broker or travel agent. Trip cancellation insurance available for home rentals can be found at [www.insuremytrip.com](http://www.insuremytrip.com).

#### **14. Rules and Regulations**

Guest agrees to occupy the unit in a quiet and dignified manner, locking all doors and windows and protecting its contents against damage, loss or theft. The Owner or the Company will not be held responsible for any personal items left in the unit. Guest fully understands that any personal property remaining in the unit after it has been surrendered, abandoned, or vacated, will be disposed of as the Owner or Company deems best. This home is privately owned. Rates, description, bed sizes, inventories, and furnishings are subject to change without notice. The Owner and the Company will make every effort to keep the property and its equipment in good working condition. In the event of breakdown, the Owner or the Company will strive to make repairs as soon as possible. Neither the Company nor the Owner will be obligated to provide a replacement rental should the unit be unserviceable for reasons beyond the control of Owner and Company. **No refunds are given for early departure, or due to inclement weather, including Hurricanes.** DO NOT SMOKE IN THE UNIT. The unit is non-smoking. Smoking in the unit will incur a charge of \$250.00 for cleaning and air purifying. IN CASE OF A LOCK OUT, YOU ARE RESPONSIBLE FOR THE COST OF A LOCKSMITH. If toilets or sinks get clogged after your arrival, you will be responsible for plumber charges.

#### **15. Release and Wavier of All Claims**

Guest agrees to indemnify and hold harmless **RLK Properties, LLC**, a Minnesota Limited Liability Company, its employees and Agents, including Company, from all claims, suits, damages, loses and expenses arising from injury to any person or property occurring on or about the premises during the rental period, or otherwise relating to the performance of this Agreement. GUEST HEREBY ASSUMES ALL RISKS, KNOWN AND UNKNOWN, ANTICIPATED AND UNANTICIPATED, FORESEEABLE AND UNFORESEEABLE, INCLUDING BUT NOT LIMITED TO THE RISK OF BODILY INJURY AND DEATH arising out of this Agreement and the rental of the property.

FURTHER, for good and valuable consideration, including being permitted to occupy the property, the undersigned Guest, the undersigned Parent or Guardian where applicable, for himself, herself, myself, my successors, heirs, assigns, executors and administrators forever release and discharge **RLK Properties, LLC**, a Minnesota Limited Liability Company, their wives, families, employees, representatives, and agents, including Company, OR ANY OTHERS ASSOCIATED WITH HIM, OR THEM, EITHER INDIVIDUALLY OR BY JOINT VENTURE, from all claims, causes of action, costs and judgments, that Guest now or hereafter may have or claim to have against any of the parties so RELEASED, for death, personal injury, property damage, or damage of any other kind, caused by, related to, or arising out of rental or occupancy of the property.

FURTHER, Guest agrees not to sue any of the persons or entities released above for any of the claims or liabilities that have been waived, released, or discharged.

FURTHER, Guest agrees to INDEMNIFY AND HOLD HARMLESS the persons or entities released herein from any claims made or liabilities assessed against Guest as a result of or arising out of the rental, occupancy, and use of the rental property; and further to hold the persons and entities released herein harmless from all judgments, as well as all costs and expenses incurred in defending claims or suits, arising out of Guest's rental, occupancy, or use of the rental property.

FURTHER, Guest agrees that those released herein will not be liable for any costs, expenses, or legal fees which Guest may incur, or be made to incur as a result of Guest's rental, occupancy, or use, of the property.

FURTHER, Guest agrees and understand that the drinking of alcoholic beverages, or the ingestion of illegal drugs, may cause them, or others, to become physically or mentally impaired. Such impairment may cause, or be a contributing cause, of injury or death, or the injury or death of someone else, while renting, occupying, or using the rental property. Guest agrees to INDEMNIFY AND HOLD HARMLESS the persons or entities released herein from all claims made or liabilities assessed against Guest as a result of Guest's use of the property, or the use of the property by anyone using the property with Guest's permission; and further to hold the persons and entities released herein harmless from all judgments, costs, and expenses incurred in defending claims or suits arising out of the rental, occupancy, or use of the property by Guest, or by those using the property with Guest's permission.

FURTHER, Guest acknowledges that insurance products are available for them to purchase that will protect Guest and others using the property with Guest's permission, from the damages which may arise from risks Guest or others have assumed when entering into this Agreement, or when using the property with the permission of Guest.

#### **16. Choice of Laws**

Language of this Agreement shall be construed as a whole, according to its fair meaning and intent, and not strictly for or against any Party, regardless of who drafted or was principally responsible for drafting the Agreement, or any specific term or condition thereof. This Agreement shall be deemed to have been drafted by all Parties, and no Party shall urge otherwise. This Agreement shall be construed and enforced pursuant to the laws of the State of Minnesota, with venue in Minnesota District Court, Scott County, Minnesota. Should any provision of this Agreement be held illegal, such illegality shall not invalidate the whole of this Agreement; instead, the Agreement shall be construed as if it did not contain the illegal part, and the rights and obligations of the Parties shall be construed and enforced accordingly, and in accordance with Minnesota Law.

#### **17. Number of Occupants**

The unit has a sleeping capacity for 12 Guests. This agreement is for the number of Guests specified on the Booking Confirmation and Rental Agreement. Additional overnight Guests may be added to the agreement (up to the sleeping capacity) provided they are identified to the Owner in advance. The Owner reserves the right to increase the Rental Fee by an additional 15% of the original Rental Fee agreed upon should additional guest(s) be added. Each unauthorized overnight guest will be charged the sum of \$25.00/night payable in advance. If additional guests remain in the unit overnight without being identified (and compensation paid as provided herein), it will constitute a breach of the agreement. In such a case, Guest will be levied the sum of \$50.00 per night for each unidentified Guest.

#### **18. Pool & Spa Warnings**

This unit includes a pool and spa. The pool and spa are dangerous to any Guest regardless of age or experience. The pool area and spa must be monitored by a person over the age of eighteen during all times either are in use. The **Pool Alarms** and **Pool Fence** must be used at all times. Deactivating the **Pool Alarm** is at your own risk, and at the risk of all others using the pool and spa. State Law requires the use of the Pool Alarm and Pool Fence.

**Diving into the pool is strictly prohibited.**

**Jumping into the pool is strictly prohibited.**

**Running around the pool is strictly prohibited.**

**Glass containers in or around the pool are strictly prohibited.**

**Extreme caution must be used anytime the pool or spa are in use.**

**Use of life preservers by those not trained to swim is recommended.**

**All children must be supervised by an adult while using the pool or spa.**

**Extreme caution must be used around all pool equipment and pool drains.**

#### **19. Pool Heat**

Pool heat is available at an additional charge. It takes at least 5 hours to heat the pool. Water temperature is contingent on the outside temperature. Pool temperature is not guaranteed. It is recommended Guest use the solar pool blanket whenever possible from October 15 to April 15. This will help insure a comfortable temperature during the winter months and cold outside temperatures.

#### **20. Air Conditioning**

Thermostat settings below 74 degrees can cause the air conditioner to freeze up. This will cause the air conditioner to be unusable. The Guest will be responsible for damages caused by setting the thermostat below 74 degrees.

**21. Refuse and Trash Collection**

We request that the guest place the trash container(s) curbside the morning of trash pickup (by 7:00 AM) and **NOT the night before** because of raccoons and wild turkey infestation. You are responsible for trash pickup even if a wild animal compromises the trash cans. **Trash pickup is shortly after 7:00 AM on Mondays and Thursdays.** Also, please use plastic bags (no loose trash), empty out any standing water and **store the cans in the garage.**

**22. Telephone**

Local and Long Distance Telephone calls to anywhere in the USA, Canada and Puerto Rico are unlimited. Other Long Distance Calls to destinations around the World are limited to \$20.00/rental period. Instructions for use are posted near the kitchen phone. Any amount over this limit (not including calls to the USA, Canada and Puerto Rico) the Guest agrees to charge long distance telephone calls, toll calls, etc. to a charge card. In no case will any charge or toll call be billed to the unit’s telephone. In the event of excessive long distance charges, the Owner will be reimbursed from the Guest deposit or credit card at a rate of actual cost, plus 20% for handling.

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

Guest & Party Leader: \_\_\_\_\_

(Please sign here)

Print Name \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**Make checks payable, and mail this document, to:**

**RLK Properties, LLC**

**6719 Ladyfish Trail, Bradenton, FL 34202**

**Tel: 941-755-1049 home or 612-964-5680 cell**

**Fax: 941-755-7130**

**Email: [kevin@rentahomeinorlando.com](mailto:kevin@rentahomeinorlando.com) or [kevin@rlkproperties.com](mailto:kevin@rlkproperties.com)**

**Please visit our Websites at:**

**[www.rentahomeinorlando.com](http://www.rentahomeinorlando.com) or [www.rlkproperties.com](http://www.rlkproperties.com)**