

AGREEMENT TO LEASE

1. TERMS AND PARTIES. This is an agreement to lease for the period of [redacted] nights beginning the day of [redacted] and ending the day of [redacted] between Atlantic Condo Partners III, LLC (authorized representative) and [redacted] (Tenants). Check-in is no earlier than 3:00 pm at the home; if check-in will occur after 6 pm special arrangements must be made. Check-out is no later than 10 am. If check out is delayed after 10 am, a charge of \$500.00 may be made. Agent will use its commercially reasonable efforts to have the Premises ready for Guest occupancy at check in time, but Agent cannot guarantee the exact time of occupancy. Please call in advance, by noon on your check in date for confirmation.

2. PREMISES: 3110 John Anderson Drive, Ormond Beach, FL 32176. Atlantic Condo Partners III, LLC hereby leases to Tenants and Tenants hereby accept. Tenants are hereby given notice that Atlantic Condo Partners III, LLC is the Owner's authorized representative.

3. RENT. Tenants agree to pay Atlantic Condo Partners III, LLC advance rent, taxes, security deposit and a mandatory cleaning fee to the amount of [redacted] for timely performance in compliance with all terms of this agreement. **Payment of [redacted] is to be made by credit card, check or money order and is due within 48 hours of contract.** There is a \$35.00 charge for returned checks. A copy of tenant's valid driver's license must be sent within 3 days of signed contract. Failure to meet these requirements may result in the cancellation of this booking. **Please fax all necessary documents back to 386-304-7709.** Atlantic Condo Partners III, LLC reserve the right to make changes to correct errors in advertised prices at any time prior to tenant's stay. Atlantic Condo Partners III, LLC will advise tenants of any error at the earliest time.

Itemized breakdown

\$	\$250.00	\$	\$	\$250.00	\$
Rent +	Cleaning Fee	+ Tax =	Total +	Security Deposit =	Total Due

4. SECURITY DAMAGE DEPOSIT. Tenants will deposit with Atlantic Condo Partners III, LLC the amount of \$250.00 as a Security deposit. In the event of any default thereof, whether material or non-material, Atlantic Condo Partners III, LLC shall be entitled to apply any monetary loss or damages sustained thereby against the security deposit. Guest(s) acknowledges the right of Atlantic Condo Partners III, LLC to make deductions from the security deposit and/or credit card for any extra cleaning, over and above the number of hours committed to departure cleaning or damages over and above normal wear and tear. Atlantic Condo Partners III, LLC reserves the right to charge for any damages not immediately obvious upon your departure. Delays may occur whilst awaiting utility bills or proof of damage. Agent will pursue collection to the fullest extent of the law. If there is no damage to the property or premises, the security deposit shall be returned in full within two business weeks.

5. LONG-DISTANCE TELEPHONE CHARGES. There is no phone at the location. Please bring cell phone to make any and all calls.

6. QUIET ENJOYMENT. Atlantic Condo Partners III, LLC covenants that on paying the rent and performing covenants herein contained, tenants shall peacefully and quietly have, hold and enjoy the premises for the agreed term.

7. USE OF PREMISES. Tenants agree to use the premises only as a single-family residence and agree not to violate any ordinance, statute or administrative rule, applicable to the premises. Tenants shall be responsible for acts or failures to act by Tenants, family members or guests. Only the number of persons named in this contract may use the property/premises unless otherwise approved by Atlantic Condo Partners III, LLC in writing. This number may not be exceeded – this includes any day guests. Atlantic Condo Partners III, LLC reserves the right to terminate the lease without prior notice and without refund or compensation if the number of people is exceeded or if there are unauthorized people on or in the property at any time. In addition, there may be additional fees and charges for unauthorized guests. House parties, weddings and receptions are not permitted in the home or on the premises. Tenants acknowledge that only the people named in this contract are permitted in or on the premises at any time. Violation of this agreement will result in forfeiture of all monies paid in full together with any additional costs involved and immediate eviction of all persons in or on the premises. Any material breach of any aspect of this contract will result in the immediate eviction of all persons with no compensation.

8. CONDITION AND MAINTANENCE OF PREMISES. Tenants agree to maintain the premises in its present condition subject to any reasonable wear and tear. Kitchen trash shall be placed in exterior trash container prior to check-out. Tenants shall not make any alteration or addition to the premises without prior written permission from Atlantic Condo Partners III, LLC. Additional charges due to Tenants excessive wear and tear will be withheld from the security deposit and additional costs will be debited from credit card. Agent will pursue collections to the full extent of the law. There will be a \$35.00 charge for any additional cleanings required during tenants stay.

9. KEYS/SECURITY GATE OPENERS/GARAGE DOOR OPENERS. Upon formal check-in, tenants will receive and sign for necessary keys, gate openers, and garage door openers. Should tenants lock the keys in the property, a \$50 fee will be charged to have a representative from Atlantic Condo Partners III, LLC to come and open the premises. Fees of \$25-\$100 per key and \$100 per garage-door/security gate opener will be charged for keys/openers lost or not returned to Atlantic Condo Partners III, LLC. All charges incurred shall be withheld from the security deposit.

10. ASSIGNMENT AND SUBLETTING. Tenants may not assign or sublet any portion of this lease or any part of the premises.

11. CONTENTS. Tenants agree to pay for any maintenance, repair or replacement (if necessary) of any furniture, fixtures or personal property damaged or lost during the terms hereof that are in excess of the security deposit. Tenants agree to indemnify and hold harmless the Owner and Agent(s) which may result in any liability, theft, damage cost or expense whatsoever arising from or related to any claim or litigation which may arise out of or in connection with the use and occupancy of the rental property including but not limited to personal injury or damage or theft which is made, incurred or sustained by guests. The terms 'Agent(s)' and 'Owner' as used in this Agreement shall include their heirs, successors in interest, assigns, employees, agents and representatives where the context permits or requires. The term 'tenant(s)' as used in this agreement shall include heirs, successors, assigns, guests, invitees, representatives and other persons using the rental property during tenant occupancy without regard to whether persons have authority under this Agreement to in or on the premises where the context permits or requires.

12. SURRENDER OR ABANDONMENT. Tenants agree to surrender the premises upon the expiration of this agreement. In the event Tenants hold over (either in person or in failure to remove all personal property) after the end of terms hereof. Tenants shall be responsible for payment of double the applicable rent, computed on a daily basis for each day of holding over. Tenants shall be responsible for any monies due in excess of the security deposit.

13. REMEDIES UPON DEFAULT. Atlantic Condo Partners III, LLC shall have all remedies now and hereafter available under Florida law in the event of any default by the Tenants. Any or all disputes shall be governed by and interpreted in accordance with the laws of the State of Florida, and shall be treated as though it were executed in the county of Volusia, State of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the Volusia County Court, Florida. Tenant(s) specifically consent to such jurisdiction and to extraterritorial service of process.

14. BINDING EFFECT. This agreement shall be binding upon the successors, heirs and assigns of the owner and Tenants.

15. TIME. Time shall be of the essence.

16. ATTORNEY FEES AND COSTS. In the event of any litigation arising under the terms of this agreement, the prevailing party shall be entitled to an award of attorney fees and costs.

17. OTHER. The owner/landlord retains the right to enter the premises, with reasonable notice, for the purpose of inspection, or repair; or without notice in the case of an emergency. No pets will be allowed on or around the premises, unless by prior written agreement of Atlantic Condo Partners III, LLC. Immediate eviction will occur if pets are found on or in the premises with no compensation. Current vet certificates must be provided as proof of a flea/tick preventative program. No smoking will be allowed in the residence, but will be permitted outside. Smoking in the home will result in the forfeiture of tenant's security deposit. In the event that the owner should sell or withdraw the use of the property for rental through Atlantic Condo Partners III, LLC, every effort will be made to rebook Tenants into a another property as deemed comparable per Atlantic Condo Partners III, LLC. If no other property is available all monies paid will be refunded. **In the event that the property is sold, Atlantic Condo Partners III, LLC will mandate to the new owner to honor the reservation.**

18. CANCELLATION. In the event that the Tenants cancel the reservation whilst only advance rent is held, the tenants will forfeit the advance rent funds to Atlantic Condo Partners III, LLC. In the event that the tenant cancels the reservation after all funds have been paid, the tenants will forfeit the rent to Atlantic Condo Partners III, LLC. If tenant fails to show, the total amount of the reservation will be charged together with a \$30.00 administration fee.

19. LIABILITY. The owner of the above property, and Atlantic Condo Partners III, LLC will not be liable for any injuries resulting from the use of said property by the Tenants or Tenants' parties. Any valuables left at or on the premises are left at tenant's risk. Neither Atlantic Condo Partners III, LLC nor the owners will accept responsibility for any loss.

20. DOUBLE BOOKINGS. Double bookings are rare. In the event that the tenant's reservation for the rental property overlaps or matches the reservation of another tenant, the agent reserves the right to relocate tenants to a different rental property within the agent's rental program or that of another company. Every effort will be made to ensure that the replacement property is reasonably comparable to the original rental property booked. Agent shall have the sole right to select such replacement property. Agent agrees to pay any additional charges in excess of the rental amount for the rental property and refund any amounts paid by tenants in excess of the replacement property amount. Tenant will have the option to (1) accept the replacement property or (2) reject the replacement property and receive a refund for the original rental property. Tenant agrees that tenant's choice between alternatives will be tenant's sole remedy against any and all damages, liability, or inconvenience arising out of the double booking. NOT AN ISSUE.

21. AGE LIMITATIONS. Atlantic Condo Partners III, LLC will not rent to anyone under the age of 25 unless accompanied by a parent or legal guardian.

22. PARAGRAPH HEADINGS. The paragraph headings given throughout this Lease have been inserted only as a matter of convenience and for ease in reference, and in no way define, limit, or describe the scope of this Lease nor the intent of any provision thereof.

Home address:

Telephone number:

Cell number (on day of check-in):

Fax number:

Email address:

Credit card type, number and expiration date (please note that cardholder must sign contract):

Billing address of credit card if different from above:

If mailing a check: PO Box 227, Daytona Beach, FL 32115

Number of vehicles, motorcycles and trailers to be stored on premises:

Name of Driver	Driver's License # and State
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Vehicle Make, Model and Year	Vehicle License plate #
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IN WITNESS WHEREOF, the parties hereto named have caused this agreement to be executed as of the date first written above. I certify that I am authorized to agree to this contract on behalf of all persons included in this contract including those substituted/added at a later date. Please note that the credit card holder must sign this contract.

Agent	Date	Tenant	Date
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ADDENDUM TO CONTRACT

3110 John Anderson Drive

In order to best facilitate your check in, please note the following guidelines:

- 1 Preferred check is after 3:30 pm if possible
- 2 Please call 2 hours prior to arrival in order to alert us of your check in time
- 3 Once you take exit 268 (Ormond Beach/Ocala exit), please call (386) 304-7707 and leave a message, this will alert a property manager so that we can meet you at the home in order to provide the keys and give you a tour of the home. **(Maximum of 3 vehicles total are allowed).**
- 4 Please keep windows shut at all times. Due to the high salt content in the air, it is highly corrosive to the interior contents of the home.
- 5 Please refrain from smoking in the house. You will forfeit your damage security deposit if this condition is breached.
- 6 The trash is collected on Monday and Thursday. Please place cans at the bottom of the driveway the night before – but not before 6 pm.
- 7 Please do not play stereo so loudly that it can be heard from outside. You will forfeit your deposit if this condition is breached.
- 8 During your stay, please call with any issues/concerns you may have with the property – number to be provided.
- 9 **If your stay is between May 1st to October 31st, please note that this is the hatching time for the baby sea turtles. It is a Volusia County law that when bedroom lights are on, the curtains or blinds are to be drawn. After you turn the lights off, you can open the blinds for the safety of the newly hatched sea turtles. The beaches are patrolled to ensure that this law is adhered to and fines are heavy for non-compliance - \$1000 per day. Tenants are responsible for any fines incurred. Please be mindful of this! To date, we have never had a problem with the ordinance which impacts 23 miles of Volusia county coastline.**

BY SIGNING AND DATING, THIS CONFIRMS THAT YOU WILL AGREE BY THE ABOVE TERMS:

_____ (TENANT) _____ (DATE)