

Florida Short-Term Rental Agreement

Governed by Fla. Stat. §§ 509.013, 509.141, 509.241, 212.03, 404.056 — Florida Vacation Rental & Transient Occupancy Law

1. PARTIES.

This Vacation (Short-Term) Rental Agreement (hereinafter the "Agreement")
entered on _____ (mm/dd/yyyy), is made between:

_____ (hereinafter known as the "Guest")

with a mailing address of _____

AND

_____ (hereinafter known as the "Landlord")

with a mailing address of _____

collectively referred to in this Agreement as the "Parties", hereby agree as follows:

DBPR Vacation Rental License No. (Fla. Stat. § 509.241):

2. PREMISES.

The rental property, hereinafter known as the "Premises" is located at:

_____ (Property Address)

3. RENTAL TERM.

This term shall begin on _____ (mm/dd/yyyy) at _____ AM PM
("Move-in" date) and end on _____ (mm/dd/yyyy) at _____ AM PM
("Move-out" date). Together known as the "Rental Term".

*Florida (§ 212.03(1)(a) / § 509.013(12)): Rentals of 6 months (183 days) or less are transient occupancies;
Florida state sales tax (6%) and applicable county Tourist Development Tax apply to all gross rental revenue.*

4. RENTAL RATE, FEES, DEPOSIT, & TOTAL.

a. RENTAL RATE.

The rent to be paid by the Guest to the Landlord throughout the term of this
Agreement is equal to \$ _____, equal to _____ days at \$ _____ per day.

b. FEES & TAXES.

The Guest will be responsible for paying for the following expenses (check all that apply):

Cleaning fee: \$ _____

Taxes: \$ _____

Other _____ : \$ _____

*Florida (§ 212.03 / § 125.0104): State sales tax at 6% plus county Tourist Development Tax must be
separately itemized and remitted to Florida DOR and the County Tax Collector respectively.*

c. INITIAL DEPOSIT.

The Guest will be charged a Non-refundable Refundable (check one)
deposit of \$ _____ that is due _____ days prior to the check-in date.

If Refundable, the Landlord shall return the deposit (less any damages /
excessive cleaning) to the Guest within _____ days after the check-out date.

*Florida (§ 83.42(1)): The 15/30-day deposit return requirements of Ch. 83, Part II do not apply to
transient rentals; deposit timing is governed solely by this Agreement.*

d. TOTAL DUE.

The Total Amount the Guest is responsible for paying for are:

Rental costs: \$

Cleaning fee: \$

Taxes: \$

Deposit: \$

TOTAL: \$

5. PAYMENT.

Acceptable payment methods include (check all that apply):

Credit / Debit Card

Check

PayPal / Venmo (Send to: _____)

Other: _____

6. PARKING.

The Guest (check one):

Is allotted _____ parking space(s). Location of the space(s): _____

Is NOT allotted any parking spaces (Guest is limited to street or non-reserved parking).

7. TRASH DISPOSAL.

Guest shall dispose of all waste during the rental term by the following means:

8. KEYS.

All keys are to be picked up at the beginning of the Rental Term at _____

and shall be returned at the end of the Rental Term at _____

It is strongly advised that the Guest test all keys upon Move-in.

9. PETS.

The Guest is (check one):

NOT permitted to have pets of any nature on the Premises.

Permitted to have _____ pet(s) on the Premises, ONLY consisting of _____

(write "all" if no restrictions)

10. CONTACT INFORMATION.

The Guest can contact the following individual for questions or concerns during the Rental Term:

Landlord / Agent's Name: _____

Address:

Telephone:

Email:

11. OCCUPANCY LIMIT.

The rental rate is based upon a maximum occupancy of two (2) occupants per bedroom. Occupancy exceeding two persons per bedroom is a serious violation and breach of this Agreement, and the Landlord reserves the right to deny access or to have the Premises vacated with no refund of monies paid.

Florida (§ 509.032(7)(b)): Local municipal occupancy and fire-safety caps are enforceable and supersede any higher guest count permitted by this Agreement.

12. CANCELLATION.

If Guest cancels their reservation within ten (10) days of the Move-in date, the Initial Deposit will be forfeited.

13. SUBLETTING.

The Guest shall not sublet the Premises without the written consent of the Landlord.

14. ENTRY.

The Landlord shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of any repair, modification, alteration, installation, or other reasonable action, so long they provide at least twenty-four (24) hours' notice to the Guest.

15. WAIVER.

No delay or failure of the Landlord to enforce any part of this Agreement shall be deemed as a waiver thereof, nor shall any acceptance of any partial payment of rent or any other amount due be deemed a waiver of the Landlord's right to the entire amount due.

16. MAINTENANCE.

The Guest shall maintain the Premises in a good, clean, and ready to rent condition, and use the Premises only in a careful and lawful manner. The Guest shall leave the Premises in a ready to rent condition at the expiration of the rental agreement, defined by the Landlord as being immediately habitable by proceeding guests. The Guest shall pay for maintenance and repairs should the Premises be left in a lesser condition. The Guest agrees that the Landlord shall deduct costs of said services from the security deposit prior to refund if tenants cause damage to the Premises or its furnishings.

17. NOTICES.

Any and all notices sent by the Landlord or the Guest to each other shall be sent to the addresses as located on the first page of this Agreement.

18. POSSESSION & SURRENDER.

Guest shall be entitled to possession of the Premises on the 1st day of the Rental Term. Upon termination of the Agreement, Guest shall peaceably surrender the Premises to the Landlord in good condition, as it was at the commencement of the Agreement, excluding reasonable wear and tear.

19. JOINT AND SEVERAL.

If the Guest is comprised of more than one person, each person shall be jointly and severally liable under this Agreement.

20. ATTORNEY'S FEES.

Guest agrees to pay for all reasonable costs, attorney's fees, and expenses that result from the Landlord enforcing this Agreement.

21. REFUNDS.

The Guest shall not receive a refund due to a shortened stay and/or poor experience that resulted from unfavorable weather conditions.

22. LIABILITY.

The Landlord is not liable for any loss or damage to the personal property of the Guest or their guests, unless the loss is a direct result of the Landlord's action. The Guest is liable for the acts of anyone listed in this Agreement in addition to any guest that they should allow on the Premises. Tenants expressly recognize that any insurance for property damage or loss which the Landlord may maintain on the property does not cover the personal property of Tenants, and that Tenants should purchase their own insurance for Tenants and Guests if such coverage is desired.

23. HAZARDOUS MATERIALS.

The Guest agrees to not possess any type of personal property that could be considered a fire hazard such as a substance having flammable or explosive characteristics on the Premises. Items that are prohibited to be brought into the Premises, other than for everyday cooking or the need of an appliance, includes but is not limited to gas (compressed), gasoline, ammunition, fuel, propane, kerosene, motor oil, fireworks, or any other related content in the form of a liquid, solid, or gas.

24. ENTIRE AGREEMENT.

This Agreement contains all of the terms agreed to by the Parties and may be modified or amended only by written agreement signed by the Landlord and Guest. This Agreement replaces all previous discussions, understandings, and oral agreements. The Parties agree to the terms and conditions and shall be bound until the termination of the Agreement.

25. GOVERNING LAW.

This Agreement shall be governed by the laws of the State of Florida, including Fla. Stat. Chapter 509 (Public Lodging) and § 212.03 (Transient Rentals Tax). Short-term guests are transient occupants under § 509.013(12) and are not entitled to the residential tenant protections of Chapter 83.

26. LEAD BASED PAINT.

The Premises (check one):

- Was not built prior to 1978.
- Was built prior to 1978. An attachment titled "Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards" has been affixed to the Agreement and must be initialed and signed by the Parties.

FLORIDA RADON GAS DISCLOSURE — Fla. Stat. § 404.056(5) (Mandatory):

RADON GAS: Radon 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 and radon testing may be obtained from your county public health unit.

27. ADDITIONAL PROVISIONS.

IN WITNESS THEREOF, the Parties have caused this Agreement to be executed on the day and year first above written.

Landlord's Signature:

Date:

Printed Name:

Guest's Signature:

Date:

Printed Name:

Guest's Signature:

Date:

Printed Name:

BOOKING CONFIRMATION

Hi _____,

We appreciate you choosing _____ for your stay. Please sign the attached lease agreement and deliver the required payment below to the listed address.

If you have any questions, don't hesitate to reach out!

Thank you,

(Owner / Manager)

PROPERTY INFORMATION

Street: _____

Unit: _____

City: _____

State: _____

ZIP: _____

RESERVATION INFORMATION

Check-in: ____ / ____ / ____ after ____ : AM PM

Check-out: ____ / ____ / ____ before ____ : AM PM

Number (#) of Adults: _____ Number (#) of Children (under 18): _____

of Pets: _____

RATE & FEES

UPFRONT DEPOSIT: \$ _____ due _____ day(s) prior to Check-in.

Total booking time: _____ days @ \$ _____ / day = \$ _____

+ Cleaning fee: \$ _____

+ Misc. fee: \$ _____

+ Sales tax: \$ _____

- Upfront deposit: \$ _____

= TOTAL: \$ _____ Due before ____ / ____ / ____

Accepted payment methods: Cash Check Credit PayPal Venmo