

CASTAWAY COTTAGE

706 Rose Street

Anna Maria, Florida 34216

SHORT TERM RENTAL AGREEMENT

This Short Term Rental Agreement (the "Agreement") is made by and between Dan and Lori "Goose" Pekarek ("Homeowner") and _____ ("Guest") as of the date last set forth on the signature page of this Agreement. Renter of record must be 25 years of age and reside at the property during the rental term . For good and valuable consideration, the sufficiency of which is acknowledged, the parties hereby agree as follows:

- 1. Property: The physical address of this vacation rental home is 706 Rose Street, Anna Maria, Manatee County, Florida 34216 (the "Property"). The term "Property" as used in this Agreement shall include both interior and exterior areas of the home and the parcel of land upon which they exist, as well as all improvements, Furnishings, Fixtures and Equipment on site.
- 2. Rental Party: The total number of guests ("Rental Party") shall consist of a maximum of five (5) persons, inclusive of all adults, children, and infants, per the limits imposed by Anna Maria Vacation Rental Ordinance 15-807. Listed below are the first and last names of all proposed occupants:

- 3. Term of the Lease: The Lease Term begins at 4:00 pm on the "Check-in Date" _____ and ends at 10:00am on the "Check-out Date" _____. Both dates stated on your Vrbo account and the body of your welcome email.
- 4. Minimum Stay: This Property requires a minimum stay of three (3) nights. Longer minimum stays may be required during peak/holiday periods. In the event the Property is occupied for a period shorter than the minimum stay period, the rental amount payable by the Guest shall still be calculated based upon the minimum length of stay indicated above.
- 5. Rental Rules and Regulations: Guest agrees to abide by the Rental Rules and Regulations attached as "Exhibit A" at all times while at the Property. Guest is further required to cause all members of the Rental Party and any occasional visitors that Guest permits on the Property to abide by the same Rules and Regulations. Overnight visitors not listed above are prohibited.
- 6. Access: Guest shall allow Homeowner or City or County authorities access to the Property for purposes of repair and inspection. Homeowner shall exercise this right of access in a reasonable manner.

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7. Rental Payment Structure: The first Deposit of 50% of Rent and Cleaning charges, plus all Vrbo or Booking Service Fees and the Insurance Fee, if applicable, is due on the date a reservation is requested. The Security Deposit, if applicable, and the balance of the Total Amount Due shall be paid at least ninety (90) days prior to Occupancy. Reservation is subject to cancellation per the Cancellation Policy described in Paragraph 9 below if either payment is not received by Owner within five (5) days of the date due.

8. Vacation Rental Insurance or Security Deposit: Guest, at his or her option through Vrbo, may elect to either:

- a) Purchase a non-refundable Vacation Rental Insurance Policy from General Global Assistance (CSA) through Vrbo/HomeAway with a minimum coverage amount of \$1,500 that names Castaway Cottage Vrbo 1219925 as insured, *or*
- b) Provide a Security Deposit to Homeowner of \$1,500 through Vrbo upon execution of this Agreement.

Homeowner's receipt of either proof of purchase by Guest of a Vacation Rental Insurance Policy (as described above) or the applicable Security Deposit is due upon execution of this Agreement. In the event a Security Deposit is delivered to Homeowner in association with this Agreement, the Security Deposit shall be refunded to Guest within 30 days of the Checkout Date provided no deductions are made due to incidents that include but are not limited to:

- i. Loss or damage to the Property, Furnishings or Equipment,
- ii. Evidence of smoking, vaping or chewing tobacco on the property
- iii. Stains, debris or other mess requiring excessive cleaning, or
- iv. Any other extraordinary costs incurred by Homeowner related to the Rental Party's occupancy in excess of a conservative expectation of "ordinary wear and tear."

Upon Check-In, Guest is required to inform Homeowner immediately in the rare event that any element of the Property, Furnishings, Fixtures or Equipment is found to be functioning improperly, or is inoperable, dirty, or damaged. Guest expressly waives any claims against Homeowner for any damage or inconvenience that the Rental Party may experience during occupancy due to improper maintenance, cleanliness, defect, repair, or ordinary negligence. Any documented costs or expense incurred by Homeowner as a result of Guest's occupancy of the Property in excess of insurance policy coverage or the amount of a Security Deposit, as applicable, remain the sole obligation of Guest.

9. Cancellation Policy: If Guest wishes to cancel his or her reservation for any reason including and not limited to extreme weather and acts of God, all monies actually received by Homeowner (less any fees already paid to a third party other than Homeowner) will be refunded in full if the reservation is cancelled at least 90 days prior to the Guest's original Check-in Date or if the property is under a mandatory evacuation order from the city, county, or state. *Refunds will not be provided for reservations cancelled less than 90 days prior to the original Check-in Date.*

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We strongly recommend all Guests acquire "cancel for any reason" Travel/Trip Insurance Policies, as these policies may provide Guest financial protection in the event of cancellation due to unforeseen events, including illness, pandemic, extreme weather, and acts of God which could render the property uninhabitable. We do everything we can to be fair and flexible, however, we do need to maintain our small business. When we confirm your reservation, we are promising to hold your dates. By booking travel without insurance during these times, you assume responsibility for the possibility of being unable to travel. We appreciate your understanding. The Vacation Rental Property Damage Insurance recommended in paragraph 8(a) above provides for protection against charges for Property Damage only and **DOES NOT** provide for reimbursement of travel and booking costs in the event of cancellation as described above.

10. Payment: Acceptable payment methods are made online via the vacation rental websites VRBO.com or HomeAway.com. *Payment of any costs referenced in paragraph 7 above is considered acceptance of all terms regardless of signature status of this Agreement.*

11. Radon Disclosure: Pursuant to section 404.056(5) of the Florida Statutes, 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 public health unit.

12. Amenities and Equipment Waiver: Homeowner shall, from time to time, store various Amenities and Equipment on site at Castaway Cottage which shall be available for the use and enjoyment of Guest and Guest's Rental Party members listed on page one of this Rental Agreement. Concurrently with the execution of this Rental Agreement, Guest shall review and sign an Amenities and Equipment Waiver.

13. Legal: The Property is privately owned, and Guest specifically waives all possible claims for liability and damages against Homeowner and Homeowner's agents, contractors, and related parties for events or conditions arising out of Guest's use or occupancy of the Property, including its Furnishings, Fixtures and Equipment. Homeowner is not responsible for the loss of personal belongings or valuables of any member of the Rental Party. Guest expressly understands that he or she bears sole responsibility for any accident, injury, death, illness or event of damage that might occur during the Lease Term. By signing this agreement, it is expressly understood that Guest, all members of the Rental Party, and any persons permitted on the Property by Guest during the Lease Term acknowledge and assume all risks of harm or injury arising from the occupancy of the Property or use of its Furnishings, Fixtures and Equipment. Guest agrees to take full fiscal responsibility for any claim of liability or damages filed by any member of the Rental Party or any other person permitted on the Property during the Lease Term against Homeowner, its agents, contractors, or related parties.

14. Construction Policy: When local authorities or property owners engage in construction to their properties on the land they own they are not required to notify neighboring homeowners. They are required only to work within certain hours 7am – 5pm with no work permitted on Sunday. Homeowners cannot be held responsible should neighboring construction occur.

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If the Property is sold or otherwise transferred, Manager shall be released from any liability thereafter accruing under this Rental Agreement if Manager's successor has assumed in writing, for the benefit of Guest, Manager's obligations under this Rental Agreement. If any Deposit has been paid by Guest, Manager can transfer same to Manager's successor and upon such transfer Manager shall be discharged from any further liability in reference to the Deposit.

Guest agrees that any action arising out of, or relating to, this agreement shall be governed by Florida law. Jurisdiction for any judicial proceeding concerning or arising from this Agreement shall exclusively lie in Manatee County, Florida. Further, should any dispute, judicial or otherwise, arise concerning this Agreement, the prevailing party shall be entitled to its attorney's fees and costs. The presiding judge shall determine the "prevailing party." The parties waive their respective rights to a jury trial.

Terms defined by this Agreement shall be interpreted with the same definitions when included in any Exhibit, Attachment or Addendum to this Agreement.

By evidence of his or her signature below, Guest agrees to the terms of this Short-Term Rental Agreement and acknowledges that all rental monies are non-refundable unless otherwise indicated per the cancellation policy in paragraph 9 above. Guest confirms that he or she is at least 25 years of age or older and will occupy the Property for the duration of the Lease Term. Further, Guest has read the terms of the attached Rules and Regulations Exhibit and acknowledges his or her obligation to ensure these Rules and Regulations are recognized and appropriately respected by all members of the Rental Party and any other permitted guests on the Property during the Term of this Lease.

Guest Signature

Mailing Address (street and house/apt number)

Name (print full name above)

Mailing Address (city, state and zip code)

Date Signed (Effective Date of Agreement)

Email Address During Lease Term

Phone Number During Lease Term

By Homeowner:



By: Dan Pekarek

_____ Guest Initials

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Mailing Address: Goose and Gander LLC Telephone: 813-493-2373
PO Box 278 Email Address: pekarekgoose@yahoo.com
Anna Maria, FL 34216

EXHIBIT "A"

RENTAL RULES and REGULATIONS

Castaway Cottage is a registered Vacation Rental Home licensed by the City of Anna Maria, Manatee County, and the state of Florida. As such, Homeowner is required to notify Guest that violations of these Rental Rules and Regulations and of any governmental ordinances included below may result in immediate eviction of all members of a Rental Party without any right to a refund or formal process of dispute resolution.

A "NOTICE TO VACATION RENTERS" GENERATED BY THE CITY OF ANNA MARIA IS ATTACHED TO THIS AGREEMENT AS EXHIBIT "B" AND INCLUDES SPECIFIC RULES AND REGULATIONS WHICH ARE STRICTLY ENFORCED. It is the obligation of Guest to review and understand the terms of the Notice, and to convey information appropriately to all members of the Rental Property. The results of actions or inactions, whether intentional or otherwise, of all persons in the Property during the Term of the Lease are the sole responsibility of Guest.

1. Smoking: **Smoking, vaping or chewing tobacco is EXPRESSLY PROHIBITED** on the Property, including all areas inside and outside of the home in proximity to doors and windows.
2. Occupancy: The Vacation Rental Ordinance of Anna Maria specifically requires that **the number of persons in the Rental Party may not exceed the occupancy limit set forth above (8 persons total)**. People other than those in the Rental Party may not stay overnight in the Property. **Violation of this Ordinance may result in immediate eviction of the Rental Party as referenced above.**
3. Noise: Guests are prohibited from creating excessive noise at a level that could disturb neighbors. Neighborhood quiet hours are from 10:00p.m. until 8:00a.m, and are strictly enforced by the City of Anna Maria, Florida. **Fines assessed by local law enforcement will be the sole responsibility of Guest and may exceed \$500.00 per incident or more. Repeat violations may result in immediate eviction of the Rental Party as referenced above.**
4. Care and Security of Property: Guest agrees to keep the Property and all furnishings, fixtures, amenities and equipment in good order during the Lease Term. Open flames, including candles, are not permitted on the Property, including interior spaces and all patios, porches, decks, and ground-level areas. Appliances shall only be used for their intended uses. Doors and windows shall remain closed and locked upon departure and during any absence from the Property by the Rental Party.
5. Parking: Parking on the Property is limited to two (2) vehicles by ordinance of the City of Anna Maria. Vehicles are to be parked in designated parking areas in front of cottage B – Castaway Cottage. **Violation of this Ordinance may result in immediate eviction of the Rental Party as referenced above.** Parking on the road is not permitted in any area designated as "No Parking" by local enforcement agency signs. Cars parked in the right-of-way along streets must be parked with tires COMPLETELY OFF of the pavement and aligned with the direction of traffic for that side of the street. Any illegally parked cars are subject to towing, and all applicable fines/towing fees are the sole responsibility of the vehicle owner.

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6. Housekeeping: There is no daily housekeeping service. While linens and bath towels are included in the cottage, daily maid service is not included in the rental rate yet is available for an additional charge. Towels and linens may not be permanently removed from the Property.

EXHIBIT "A"

RENTAL RULES and REGULATIONS

Continued

7. Garbage: Any garbage must be stowed in the proper garbage or recycling receptacle located at the side of the house. Property Managers shall ensure the appropriate receptacles for solid waste and recyclables are visible from the street and available for access to waste pick-up crews on Mondays, and that the appropriate receptacles for solid waste (only) are available for access to waste-pick up crews on Thursdays. Do not move the receptacles to the street.

8. Pool and Spa: **Swimming pools, spas and hot tubs may be utilized at any time of the day or night; provided, however, no noise shall be generated from such use or related to such use that can be heard beyond the property lines of the property on which to pool, spa or hot tub is located, between the hours of 10:00pm and 8:00am the next day. Generation of such noise during such prohibited hours shall be considered to be a violation of pool, spa, hot tub quiet hours. Violation of this ordinance may result in immediate eviction of the Rental Party.** Diving into the swimming pool or spa, "rough-housing," and/or running on the pool deck area are all strictly PROHIBITED actions. Children under the age of 14 are not permitted in the pool or spa at any time without adult supervision. All members of the Rental Party should recognize that certain health risks are associated with the use of a spa and should use this facility at their own risk. Persons who are pregnant, subject to heart disease or similar medical conditions, or are otherwise impaired by alcohol or other substances should not use the spa without the express consent of their physicians.

9. Grill: Please use the grill only in that area specifically designated for grilling. Use of the grill in any other area of the Property is prohibited as it poses a fire risk and could cause damage or the need for excessive cleaning, all costs of which shall be billed to Guest at his or her sole cost and expense.

10. Appliances: All appliances on the Property may only be utilized for their intended use.

11. Plumbing: Please respect local conservation efforts and use water sparingly. Do not discard of grease or any other products other than limited amounts of food in the kitchen sink. No feminine products or any materials other than toilet paper should be flushed in toilets at any time. All charges related to clogs resulting from flushing anything other than toilet paper or sink drain clogs related to the introduction of grease or anything other than limited amounts of food processed through the disposal will be incurred at Guest's sole cost and expense.

12. Evacuation Orders: ALL OCCUPANTS MUST PROMPTLY EVACUATE THE PROPERTY UPON POSTING OF ANY EVACUATION ORDER ISSUED BY STATE OR LOCAL AUTHORITIES.

13. Illegal Use of Drugs or Alcohol: UNDER-AGE USE OF ALCOHOL AND/OR THE POSSESSION OR UNLAWFUL USE OF ILLEGAL DRUGS, EVEN IN TRACE AMOUNTS, ON THE PROPERTY IS EXPRESSLY PROHIBITED AND, IF OBSERVED, MAY RESULT IN THE IMMEDIATE EVICTION OF THE RENTAL PARTY AS REFERENCED ABOVE.

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EXHIBIT "A" RENTAL RULES and REGULATIONS Continued

*** If televisions are programmed to allow access to video subscription services such as Netflix and Amazon Prime Video for the convenience of our guests. Please remember to remove all personal account information after using any subscription or on-demand services, as owner cannot be held responsible for charges to your accounts incurred by future guests if your account information is still accessible via these devices**

****Bicycles should not be used without appropriate protective gear, including helmets. Some helmets are provided and additional may be rented from local providers such as Beach Bums, Fun & More, etc.**

A copy of the city of anna maria vacation rental property ordinance 15-807 is available in the guest hospitality guide.

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EXHIBIT "B"

CITY OF ANNA MARIA NOTICE TO VACATION HOME RENTERS

Sec. 13. - Collection schedule.

Mondays: Solid waste, horticultural trash, recyclables. Thursdays: Solid waste.

All properties that are not homestead exempt will have side door pickup from the Waste Hauler except for yard waste. All cans must be off the right of way at the end of the collection day.

Sec. 14-29. - Existing development (for Sea Turtles).

Existing Development must ensure that the beach is not directly or indirectly illuminated by lighting originating from existing development during nesting season. Artificial lighting from existing development must not directly or indirectly illuminate the beach during nesting season.

Sec. 14-31. - Prohibition of activities disruptive to marine turtles.

The following activities and situations are prohibited on the beach from sunset to sunrise during the nesting season:

(1) The operation of all motorized vehicles, except emergency and law enforcement vehicles or persons who have authorization or a permit to engage in marine turtle conservation or research issued by the United States Fish and Wildlife Service, or the State of Florida Department of Environmental Protection, and who are acting in conformance with such authorization or permit.

(2) The building of campfires or bonfires.

(3) Any temporary lighting which purposely and flagrantly illuminates nesting sea turtles or hatchlings. This prohibition does not apply to persons who have authorization or a permit to engage in marine turtle conservation or research issued by the United States Fish and Wildlife Service, or the State of Florida Department of Environment Protection, and who are acting in conformance with such authorization or permit.

(4) All temporary structures including but not limited to beach chairs, umbrellas, cabanas, personal water craft, boats, trailer or any other man-made items that may interfere with the use of the beach as a nest, must be removed from the beach from sunset until sunrise.

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(5) The transport, fueling and maintenance of personal watercraft, except by those licensed, certified or permitted by the U.S. Fish and Wildlife Service, the State of Florida Department of Environmental Protection or the city is prohibited on the beach during marine turtle nesting season.

EXHIBIT "B"

CITY OF ANNA MARIA NOTICE TO VACATION HOME RENTERS

(Continued)

(6) Parking. Vehicle headlights in parking lots or areas on or adjacent to the beach must be screened utilizing ground level barriers to eliminate artificial lighting directly or indirectly illuminating sea turtle nesting habitat. Nesting season is May 31 through November 30

Sec. 26-90. – Pool, spa, hot tub quiet hours Revised 12-15

Swimming pools, spas and hot tubs may be utilized at any time of the day or night; provided, however, no noise shall be generated from such use or related to such use that can be heard beyond the property lines of the property on which the pool, spa or hot tub is located, between the hours of 10:00pm and 8:00am the next day. Generation of such noise during such prohibited hours shall be considered to be a violation of pool, spa, hot tub quiet hours.

Revised 12-15

Sec. 26-91 - Prohibited acts (Noise). Revised 12-15

(a) Noise disturbance. Notwithstanding any other provision of this article, and in addition thereto, it shall be unlawful for any person to make or continue, or cause or permit, through actions or inactions, any noise disturbance, as defines in section 26-86, or any violation of pool, spa, hot tub quiet hours, as provided in section 26-90. The owner, tenant, occupant, guest, property manager and agent of the property at which the violation occurs shall each be separately liable for any noise disturbance caused by tenant(s), occupant(s), and/or guest(s), and such owner, tenant, occupant, property manager, and agent shall be deemed violator(s) hereunder.

(b) Standards. The standards to be considered in determining whether a violation of subsection (a) of this section exists may include but shall not be limited to the following:

- (1) The volume of the noise.
- (2) The intensity of the noise.
- (3) Whether the nature of the noise is usual or unusual.

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(4) The volume and intensity of the background noise, if any

EXHIBIT "B"

CITY OF ANNA MARIA

NOTICE TO VACATION HOME RENTERS

(Continued)

5) The proximity of the noise to residential sleeping facilities

6) The nature and zoning of the area from which the noise emanates

7) The nature and zoning of the receiving land

8) The time of the day or night the noise occurs

9) The duration of the noise

10) Whether the noise is produced by a commercial or noncommercial activity.

(11) The day of the week the noise occurs.