

Rental agreement

Please read the following carefully and sign below. This rental agreement has to be sent by Fax or Mail.
Your signature confirms the acceptance of all the terms and authorizations contained within this rental agreement for
the property "Flamingo Residence", 2727 SW 2nd Street, Cape Coral, FL-33914, USA

Between Stefan Friedrich, Bergseestr. 66d, D-76547 Sinzheim, Germany
and

Renter's Informations:

Name(s): _____
Street: _____ ZIP, Place, State: _____
Home phone: _____ Day time phone: _____
Mobile phone : _____ Fax: _____
Email : _____

Arrival (DD/MM/YYYY): _____
Departure (DD/MM/YYYY): _____

Number of Nights (count the day you arrive, but not the day you depart): _____

Price: _____
Taxes: 11% (State and local): _____
End cleaning: \$ 130, 00 (Electricity \$ 35, 00 incl. per week)
Security Deposit: \$ 250, 00

Names of accompanying persons: _____ Birth day: _____

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

Pending Reservation:

We are presently holding a reservation for you as specified above. This reservation will become confirmed upon our receipt of this Rental Agreement, completed and executed by you, along with payment for the rent deposit. If we have not received these items within five days after acknowledging your reservation request, we reserve the right to offer **rental of „Flamingo Residence“** to others for the above dates.

Payment:

The Rent Deposit (30% payment) shall be paid prior to or with this Rental Agreement. The Final Payment shall be paid not later than 30 days prior to the arrival date.
30% payment is due upon initiation of the reservations and the Final Payment (70% payment, Security Deposit and Cleaning Fee) is due 30 days prior to the reservation date.

Bank account:

Postbank, Account Nr. 949092808, BLZ 70010080
IBAN: DE 11700100800949092808, BIC-Code: PBNKDEFF

Fifth Third Bank South Florida, 2724 Del Prado Boulevard, FL-33904 Cape Coral
Account number 52054747, S.W.I.F.T.-Code 067013700

Place, date, tenants signature _____

Terms and conditions

The completed and signed Reservation Form becomes the Tenancy contract and is legally binding. The Homeowner is not acting as a Travel Agent and is not responsible for travel arrangements. The occupancy of the rented property begins at 17.00 h on the first day of Tenancy. Check-in-time is between 17.00 h and 20.00 h.

The Tenancy becomes valid once the Homeowner has countersigned the Reservation Form. The Tenant thereafter accepts the conditions of the Rental Agreement as binding. The total rental price must be promptly paid, in accordance with the information contained in the Reservation Form. The local Agents is authorised to deny access to the property until notification of payment is received. In such circumstances the Tenant is responsible for rental charges covering the period from start of Tenancy to authorisation being given. The Tenant has no claim against the Homeowner or his Agents in such a situation.

Only persons whose names appear on the Reservation Form are permitted to live in and use the facilities of the rented premises. Permission for additional guests may be given on payment of the relevant rate, detailed in our price list. The bringing along of pets to the rental object is generally forbidden, unless it is agreed between the parties of the contract in written form and explicitly mentioned in the confirmation. Rates are subject to change. No smoking inside the house. Maximum occupancy is 8 persons and the minimum renting duration is 1 week (an extension by day is possible).

Telephone: Long distance telephone calls, toll calls, etc. must be billed to a personal phone card. Should this regulation be abused, our Agents are authorised to evict the extra person(s) from the premises. In extreme circumstances, or when animals or pets are found to be occupying the premises, the Agents are authorised to immediately cancel the Tenancy Agreement. In such cases, the Tenant has no claim for a refund of rent and will be responsible for any damage to property costs resulting therefrom.

The Tenant is responsible for the cleanliness and general upkeep of the premises during his/her Tenancy. The cost of righting any damage and/or cleaning the premises will be deducted from the paid surety. The Homeowner accepts NO responsibility for injury to persons or damage to private property of the Tenant, during the period of Tenancy. This is particularly relevant to use of the Swimming Pool.

Should the Tenant request a cancellation of the Tenancy Agreement, the following charges will apply:

- * For cancellation up to 91 days before commencement of Tenancy: the entire deposit
- * Between 90 and 61 days before commencement of Tenancy: 40% of rental price
- * Between 60 and 31 days before commencement of Tenancy: 75% of rental price
- * Up to the 30th day before commencement of Tenancy: 100% of rental price.

You are strongly advised to insure for such an eventuality. Any complaints regarding the property or its contents are to be made known to our local Agents immediately, or within 24 hours of the occurrence. Late complaints may, unfortunately, not be accepted.

On the day of your departure, our Agent will collect the house and garage keys from you and take inventory of the property. For this purpose, you are required to be prepared to vacate the property by no later than 11.00. Should you require the hand-over of the property at a later time, please speak with our Agent who will try to make arrangements, where possible. Please, however, note that a later hand-over may not be possible if new Tenants are due on the same day. The local Agent will do everything possible to come to an agreeable arrangement.

Should, due to an unforeseen circumstance or an act of nature, the rented property become uninhabitable, our local Agent will make every effort to re-house you in suitable similar accommodation.

All contracts, rules and regulations governing the rented property are only valid when given in writing. Verbal agreements, by whom-so-ever given, are not binding, in accordance with the laws of the United States of America, and Florida, Lee County. All disputes must be taken to the authorities of Cape Coral/Ft. Myers. The court costs must be paid by the loser of any court action. The Homeowner has the right to bring any court action to the country/location of the Tenant.

Should any paragraph of this Rental Agreement be considered ineffectual, the paragraph(s) may be replaced by paragraph(s) of similar content. All other paragraphs contained in the Rental Agreement are unaffected.

Place, date, signature _____