

RENTAL AGREEMENT

1. Parties. This Rental Agreement is made by and between:

1272326 Ontario Inc. c/o Mack Barford _____ (Owner)
Address: 6 Hillhurst Blvd, Toronto, Ontario, Canada M4R 1K4
Email: mbarford@rogers.com
Cell: 416 433 6911

And _____ (Guest)
Address: _____
Email: _____
Cell: _____

as of the date on the signature page of this agreement. Owner and Guest may be referred to individually as “Party” and collectively as “Parties.” For good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree as follows:

2. Property. The property is a 2 bedroom, 2 bathroom Beachfront Tennis Condo (Unit 60A) at the Boca Grande Club, 5000 Gasparilla Rd, Boca Grande, Florida 33921. The property is owned by the Owner.

3. Rental Party. All persons in the rental party will be bound by the terms of this Agreement. Only persons listed on this Agreement may stay in the Property. “Rental Party” means the Guest plus the following persons:

First & Last Name

Relationship To Guest

1. _____

2. _____

3. _____

4. Rental Period. The term of this lease will be from _____ (“Arrival Date”) to _____ (“Departure Date”).

5. Check-In & Check-Out Times. Check-in time is 4:00 PM or after on the Arrival Date and Check-out is by 11:00 AM on the Departure Date.

6. Rent, Fees and Other Charges. Guest agrees to pay the rent, other charges and fees described below (“Total Amount Due”).

Condo Rental	\$
Departure Cleaning Fee	\$ _____
Sub-Total	\$
7% State Tax	\$
5% County Tax	\$
Resort Fee	\$
7% State Tax	\$ _____
Total	\$

7. Payment Schedule. 50% of the Total is due on booking and 50% is due 60 days before Arrival. If the rental is made less than 60 days before Arrival then 100% of the Total is due on booking.

8. Payment Method. Use of PayPal is requested.

9. Cancellation. If Guests are concerned that cancellation is possible then Cancellation Insurance would be a good idea.

Otherwise the Cancellation policy is as follows:

Cancellation 90 days or more before Arrival, full refund less \$50.

Cancellation 61-90 days before Arrival, full refund less 50% of Condo Rental.*

Cancellation 0-60 days before Arrival, full refund less 100% of Condo Rental.*

*If the unit can be re-rented for the same amount as that paid, then all Condo Rental monies will be returned less a \$50 fee.

10. Cleaning. Daily housekeeping services are not included in the rental rate. Throughout the rental period, Guest will be responsible for keeping the Property clean and in good condition. Any unsafe or dangerous condition must be reported to the Owner immediately. Guest acknowledges that on the Arrival Date, the Property is in good condition, except for any defect Guest may report to the Owner by the end of the first day following the Arrival Date. The Property should be left in the same condition as it was found by the Guest on the Arrival Date.

11. Furnishings. Furniture, bedding, kitchen equipment, utensils, and any other personal property supplied with the Property must

not be removed from the property. Loss of any items within the Property or damage to the Property or furnishings in excess of normal wear and tear will be charged to the Guest. The Property will be inspected by the Owner's cleaners after Guest's departure. All contents of the Property are the property of the owner. If an item should break, Guest must notify Owner immediately.

12. Mechanical Failures. Owner attempts to properly maintain the Property. While all electrical and mechanical equipment within the Property are in good working order, Owner cannot guarantee against mechanical failure of electrical service, stopped plumbing, water supply, heating, air conditioning, internet access, cable service or appliances. Guest agrees to report any inoperative equipment or other maintenance problem to Owner immediately. Owner will make every reasonable effort to have repairs done quickly and efficiently. Guest will allow Owner or a person permitted by Owner access to the Property for purposes of repair and inspection. Owner is not responsible for any inconvenience that may occur and no refunds or rent reductions will be made due to failure of such items.

13. Acts of God. If there is a storm or severe weather and a mandatory evacuation order is issued by state or local authorities, Guest shall be entitled to a prorated refund for each night Guest is unable to occupy the Property. Owner will not be liable or deemed in default under this Agreement for any failure to perform or delay in performing any of its obligations due to or arising out of any act not within its control, including, without limitation, acts of God.

14. Limitation on Liability. Owner is not responsible for any accidents, injuries or illness that occur to any member of the Rental Party or Guest's visitors while in the Property or on the Property. Owner is not responsible for loss of personal belongings or valuables belonging to any member of the Rental Party or any of Guest's visitors. Guest agrees to assume the risk of any harm arising from use of the Property. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE, SHALL OWNER BE LIABLE TO GUEST OR ANY OTHER PERSON FOR ANY DAMAGES OF ANY NATURE WHATSOEVER INCLUDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR GUEST'S RENTAL OF THE PROPERTY OR USE OF THE PROPERTY. IN NO EVENT WILL OWNER BE LIABLE FOR ANY DAMAGES IN CONNECTION WITH THIS AGREEMENT, EVEN IF OWNER SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE.

15. Indemnification. Guest acknowledges that the use of the Property by the Rental Party and Guest's visitors is entirely at their own risk. Guest will indemnify and hold harmless Owner from any and all expenses, costs, damages, suits, actions, or liabilities whatsoever arising from or related to any and all loss of or damage to personal property, injury or death resulting from the use or occupancy of the Property or the failure of any member of Rental party or Guest's visitors to observe the Rules and restrictions set forth in the following section titled Use of Premises.

16. Use Of The Premises.

- the Premises will be used and occupied by the Rental Party as their vacation residence and for no other purpose.
- the maximum number of occupants is four (4).
- Guest will not store vehicles, boats, machinery or building materials; conduct any commercial enterprise on the Premises or keep any dangerous or flammable items that might increase the danger of fire or damage on the Premises.
- Guest may not keep or allow pets or animals on the property
- Guest may not smoke anywhere inside or outside the property
- Guest shall not create any environmental hazards on or about the property
- Guest shall not destroy, deface, damage, impair or remove and part of the premises belonging to the Owner, nor permit and person to do so.
- Guest must act, and require all other persons on the Premises to act, in a manner that does not unreasonably disturb any neighbors or constitute a breach of the peace.
- Guest will keep and maintain the premises and appurtenances in good sanitary condition during the term of this agreement.

17. Violation of Agreement. If Guest or any member of Rental party violates any of the terms of this Agreement, including but not limited to maximum occupancy, visitors and rental rules and restrictions, Owner may evict Guest and Rental party from the Property and Guest will forfeit all rent and security deposit paid.

18. Governing Law. This Agreement and all transactions contemplated by this Agreement will be governed by, and constructed and enforced in accordance with the laws of the State

of Florida. Any dispute arising from this Agreement shall be resolved through mediation. If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.

19. Attorneys' Fees. If either Party brings legal action to enforce its rights under this Agreement, the prevailing Party will be entitled to recover from the other Party its expenses (including reasonable attorneys' fees and costs) incurred in connection with the action on any appeal.

20. Amendments. This Agreement may be amended or modified only by a written agreement signed by both Owner and Guest.

21. No waiver. Neither Owner nor Guest shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing.

22. Severability. If any provision of this Agreement is held to be invalid or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement.

23. Notices. Any notice or communication under this Agreement must be in writing and sent via one of the following options:

- personally delivered

- sent by overnight courier service
- sent by certified or registered mail (postage prepaid, return receipt requested)
- electronic email transmission

24. Successors and Assigns. This Agreement will inure to the benefit of and be binding upon Owner, its successors and assigns, and upon Guest and its permitted successors and assigns.

25. Entire Agreement. This Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter of this Agreement and supersedes all other negotiations, understandings and representations (if any) made by and between the Parties.

26. Disclosures. Owner provides the following disclosure in accordance with federal and state statutes:

A. RADON GAS DISCLOSURE. 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 MAY BE OBTAINED FROM YOUR COUNTY PUBLIC HEALTH UNIT

B. MOLD NATURALLY OCCURS IN THE STATE OF FLORIDA AND IT IS PRESENT IN THE AIR AND MAY BE PRESENT IN THE UNIT. IF GUEST

NOTICES ANY MOLD GROWTH WITHIN THE UNIT GUEST AGREES TO NOTIFY OWNER IMMEDIATELY.

SIGNATURES

Owner Signature

Guest Signature

Owner Name

Guest name

Date

Date