



4501 S Atlantic Ave | New Smyrna Beach, FL 32169

## ERROL BY THE SEA CONDOMINIUM, INC SHORT-TERM RENTAL AGREEMENT

**THIS AGREEMENT**, governed by the laws of the State of Florida, is executed this date between ERROL BY THE SEA CONDOMINIUM ASSOCIATION, located at 4501 S Atlantic Ave, New Smyrna Beach, FL 32169, as agent for the property owner and the property owner, hereinafter jointly and collectively called "*Owner*", and You the Tenants hereinafter jointly and collectively called "*Guest*". This agreement is only for transient short-term rental of the rental unit listed below, and

- 1. IN CONSIDERATION** of the following terms covenants, agreements, limitations and conditions entered into by the parties hereto, Owner agrees to rent to Guest the property: Unit # to be occupied only for the purpose of a transient, single-family, short-term/vacation dwelling unit and access to common areas of the property for a term commencing between:

3:00 PM - 5:00 PM., Date of Arrival (check-in arrival date and time) and

ending: 10:00 AM., Date of Departure (check-out departure date and time) with the following rent, taxes and additional fees to be paid by Guest:

### **Folio #**

**72 hours after receiving this agreement whether executed or not by Guest, Guest is deemed to agree with all terms and conditions listed herein and agreement is ratified by both parties. Beyond that time, cancellation shall be handled per the cancellation provisions below.**

**Owner reserves the right to substitute comparable unit assignment based on maintenance issues, availability, or other unforeseen circumstances.**

**Guest acknowledges that Errol by the Sea Condominium Association is a residential building, not a hotel or resort, and that units are individually owned and maintained. Individual unit owners have entered into and are bound by an agreement designating Errol by the Sea as agent, (Owner) for the unit owner.**

- 2. SECURITY/DAMAGE DEPOSITS:** The Rental Agreement and reservation confirmation will be issued by Owner upon receipt of the above-referenced security deposit, due when the reservation is made. Owner reserves the right to cancel any reservation if the deposit is not received within 72 hours. Guest may not apply the security deposit to rent.



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Owner shall hold said security deposit to secure Guest's performance pursuant to this Rental Agreement and applicable law and regulations. Owner may apply said deposit to any damages caused by Guest, Guest's family, friends, or invited guests, Guest's agent or employees, including without limitation, telephone charges, utilities, any excessive cleaning required above and beyond standard post-tenancy cleaning, and any other damages or fines. Owner is not required to apply the deposit towards any rent owed by Guest. The security deposit shall be held by Owner in a non-interest-bearing account. Any remaining deposit and/or deposit claim notification shall be mailed to Guest within Thirty (30) days after cleaning and inventory of the premises subsequent to Guest vacating said premises. Guest shall return the rental premises and all property included therewith to Owner at check-out time in the same condition it was in when Guest checked in, except for normal wear and tear. Any damaged or missing personal property shall be the responsibility of the Guest at replacement value. Guest shall immediately, **within 24 hours** of occupancy via damages form, notify Owner if any of the furnishings or property are damaged. Otherwise, Guest shall be responsible for maintaining and returning said furnishings and property to Owner at the end of the subject Rental Agreement in the same condition it was in upon occupancy, except for normal wear and tear. Damages in excess of the deposit are addressed below

3. **PAYMENT:** The security deposit, due at the time of booking, shall be paid and received by Owner in the form of a Credit Card. As a guarantee against additional damages, renter shall at the time of booking provide a valid/active credit card to be kept on file and **agrees to pay additional documented damage or fine charges. The balance of rent, taxes, fees and any unpaid security deposit shall be paid and received by Owner in the following manner:**
  - a. Monthly Rental Charges: (Saturday-Saturday for 4 weeks)
    - i. Single Month Rentals: All rent, taxes, and fees including cleaning fees shall be due 90 days prior to the arrival date.
    - ii. Multi-month Rentals: The total of the first month's rent, taxes, and fees including cleaning fees shall be due and payable 90 days prior to arrival. Your 2nd Month Rental is due 60 days prior to arrival. The 3<sup>rd</sup> Month Rental is due 30 days prior to arrival, and All subsequent months after your arrival will be automatically charged to your credit card on the 1st of each subsequent month. These terms will be automatically charged to your credit card.
  - b. Weekly Rentals Charges:
    - i. The total of ALL rent, taxes, and fees including cleaning fees shall be due and payable 90 days prior to arrival.

All payment must be made in US Funds.

All rentals shorter than six (6) months and a day are subject to 12.5% taxes.

Time is of the essence as to payment pursuant to this Rental Agreement, and any late payments shall, at the sole option of Owner, cause a forfeiture of Guest's rights pursuant to this Agreement and immediate cancellation of same without further notice to Guest

**4. CANCELLATIONS:** Reservations may be cancelled by Guest with verified and acknowledged notice to Owner within 72 hours of the time of the reservation booking.



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**After 72 hours from the time of the reservation booking, the \$500.00 deposit due at the time of booking becomes nonrefundable. In all instances credit fees incurred by Owner will be retained in the event of a cancellation.** Following payment of the rental amount, cancellations shall be handled as follows:

Weekly Reservations:

1. After the 72 hours (3-Day) Renter forfeits \$500.00 deposit.
2. Less than Thirty (30) days before arrival, 50% of the rental amount, plus the entire damage deposit will be refunded to the renter. Renter receives 50% of Rent only and whole deposit. This may involve collections and may take several months. Errol by the Sea will pursue all collections options if the renter chargebacks on your credit card.
3. Less than Fifteen (15) days before arrival, only the \$500.00 damage deposit will be refunded. Errol by the Sea will pursue all collections options if the renter chargebacks on your credit card.

Monthly Reservations (Saturday-Saturday for 4 weeks):

1. After the 72 hours (3-Day) Renter forfeits \$500.00 deposit.
2. Less than Sixty (60) days before arrival, 50% of the rental amount for all months reserved plus the damage deposit will be refunded to the renter. Renter receives 50% of Rent only and whole deposit. Errol by the Sea will pursue all collections options if the renter chargebacks on their credit card.
3. Less than Thirty (30) days before arrival, only the damage deposit will be refunded to the renter. Errol by the Sea will pursue all collections options if the renter initiates chargebacks on their credit card.

**Renters who cancel their reservation will not be permitted to reschedule in order to avoid losing their security/damage deposit.**

**Owner reserves the right to cancel this lease agreement up to sixty (60) days prior to Guest arrival in the event of transfer of ownership of the unit by sale, gift, devise, inheritance, or other transfer. THIS DOES NOT AGREE WITH THE OWNER COMMITMENT PAPERWORK**

The Renter has the opportunity to opt in (self-sourced) or opt out of travel insurance prior to booking a unit online and will be told that the Owner will pursue all collection options available to them. Owner strongly recommends the purchase of traveler's insurance to cover unforeseen complications that could result in a cancellation. The owner will proceed with collections if you do not pay the entire cancellation charges.

**ANY ALTERATION OF A CONFIRMED RESERVATION (i.e. change in arrival or departure dates) MAY BE CONSIDERED BY THE OWNER TO BE A CANCELLATION OF THE RESERVATION RESULTING IN THE FORFEITURE OF THE SECURITY DEPOSIT.** In the event that Owner allows an alteration to the existing booking, a \$50.00 administrative charge will be placed against the Guest for any arrival or departure date alterations.



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5. **UTILITIES:** Normal utility fees are included in the rent amount stated above for all rentals. All reasonable effort shall be made to provide utilities such as, but not limited to, water, sewer, garbage, electricity, television, phone, and internet services. At no time does Owner warrant that these services will be uninterrupted during periods of the rental booking and Owner shall not be liable for losses renter may sustain in the event of service interruptions. Normal/appropriate effort will be made to correct any interruption of service as soon as practical.
6. **GUEST COVENANTS AND CONDITIONS:** The parties agree that the following are material covenants and conditions of this Rental Agreement, the breach of which may result in immediate forfeiture by the Guest of the subject rental premises in accordance with applicable law:
1. Guest shall not damage the rental premises, common areas or any part thereof or any personal property or appurtenance therein or thereto, and if the premises, or any part thereof, or any personal property, common area or appurtenance thereto are discovered to be damaged, obstructed or rendered inoperable by the misuse or negligence of Guest, Guest's guests, family, agents or employees, Guest agrees to have such charges applied to the credit card on file if they are in excess of the damage deposit. Any damages or substandard conditions within the apartment unit shall be reported to the office within 24 hours of time of check-in. In the event of damages, a \$50.00 damage processing fee will be added to any damage charges.
  2. Guests shall comply with all applicable federal, state and county local laws, rules, regulations and ordinances. All Rules and Regulations of the Condominium Association must be adhered to by Guest, Guest's family, agents, guests or invitees. A copy of the Rules and Regulations has been attached to the lease as an addendum. **Smoking is prohibited in all rental units including balconies and common areas. Smoking is permitted in designated areas only.**
  3. Guest agrees not to commit waste or to use the rental premises or any appliances or appurtenances thereof or thereto for any disorderly or unlawful or offensive purpose.
  4. Guest shall permit only the parties that are part of this agreement, to use and occupy the subject rental premises. **A maximum of four (4) guests are allowed to occupy the one-bedroom units and a maximum of six (6) guests are allowed to occupy the two-bedroom units.** Occupancy more than these numbers will result in forfeiture of rents and eviction from the property. Overnight guests above the stated maximum are subject to additional charges. Gatherings of more than the above referenced numbers can be held on the pool deck or in the clubhouse with prior notification.
  5. **No guest pets are allowed in or around the rental premises at any time.**
  6. **Vehicles and non-vehicular conveyances, not to exceed Two (2)** may be parked on the premises in approved parking spaces. All vehicles on property must have office issued parking passes and gate passes. Vehicles without a pass are subject to towing at the owner's expense. ALL BOATS, TRAILERS, RV'S OR ANY OTHER NON-VEHICULAR CONVEYANCE SHALL BE SUBJECT TO PARKING FEES of see Appendix II week and are subject to approval BY THE ASSOCIATION AT LEAST 30 DAYS PRIOR TO ARRIVAL. Approval to park non-vehicular conveyances shall be at the sole discretion of Owner. Owner



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must be notified at the time of booking if non-vehicular conveyances are to be on property during Guest's occupancy. Failure to do so may subject the violator to an additional fee/s.

7. In the event the premises become uninhabitable, due to damage from wind, fire, rain, storm surge or any other cause, and the Owner, at his sole discretion, shall decide not to repair or rebuild the premises, the term of this lease shall end, and rent will be prorated up to the time of the damage.
8. Guest agrees not to charge any cable, internet or long-distance telephone calls or other charges to the telecommunication account(s) located at the rental premises. Monthly renters may request that additional services be activated through the office at least 30 days in advance of arrival and pay a \$50.00 set-up fee by the credit card on file. Guest agrees not to modify any security settings on any telecommunication equipment located in the unit. Violation of this requirement will result in additional charges at Owner's discretion.
9. **RADON DISCLOSURE:** Pursuant to §404.056(8), 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 building in Florida. Additional information regarding radon and radon testing may be obtained from your public health unit.
10. Guest agrees to permit Owner or Owner's agents to enter the rental premises or any part thereof at any reasonable time for the purpose of examining same or to make necessary repairs, and/or to protect any personal or association property from damage. Owner will attempt to notify Guest prior to entry but may enter without notice in an emergency. Reasonable time for said entry, without further notice to Guest, shall be between the hours of 9:00 AM. and 5:00 PM., although the parties may agree to additional hours for Owner's access. Owner or Owner's agent may also enter the rental premises with the consent of Guest, or when necessary in case of an emergency with minimal notice or when the Guest unreasonably withholds consent or access.
11. Guest Removal with Cause
  - i. Guest acknowledges and agrees that Owner may remove or cause to be removed from the rental premises any Guest or guest who, while at the rental premises, illegally possesses or deals in controlled substances, violates any of the terms of this Rental Agreement, is **intoxicated, profane, lewd or brawling, who indulges in any language or conduct which disturbs the peace and comfort of other guests or neighbors, or which constitutes a nuisance**, or which injures the reputation, dignity or standing of the rental premises, or anyone who fails to make payment of rent at the agreed-upon rental rate and fees at the agreed-upon times, or anyone who fails to check-out at the agreed-upon time unless an extension of time is expressly agreed to and granted by the Owner and the Guest prior to check out. Admission to and removal from the rental premises is not and shall not be based upon race, creed, color, sex, physical disability, sexual orientation or national origin. Any notice to vacate may be given orally or in writing by Owner to Guest, and if in writing shall be as follows: "*You are hereby notified that this*



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*establishment no longer desires to entertain you as its guest, and you are requested to leave at once. To remain after receipt of this notice is a misdemeanor under the laws of this State."* Owner reserves the right to enforce this provision to the full extent of the law.

- ii. In the event any Guest is asked to vacate early, Owner shall, at the time notice is given, tender to the Guest the unused portion of the advance rent and fees payment without prorating any portion of the day that Guest is noticed to vacate. Owner may retain any security deposit without further notice as agreed upon liquidated damages, consideration for the execution of this Rental Agreement and in full settlement of all claims, or Owner, at Owner's option, may proceed at law with any damages claim. Any Guest who remains or attempts to remain in the rental premises after being requested to vacate shall be guilty of a misdemeanor of the second degree punishable in accordance with Florida law. If any person is illegally at the subject rental premises, Owner may call upon any law enforcement officer of this State for assistance. If the Guest is arrested, Owner shall employ all reasonable and proper means to care for any personal property which may be left at the rental premises by the Guest; however, upon arrest, the Guest/guests shall be deemed to have given up any right of occupancy and to have abandoned such rights. At Owner's discretion, evicted Guests may be permanently banned from the property.
12. Guest agrees that Owner and Owner's agents shall not be liable for any loss of or damage to any personal property in or on the rental premises or stored in rooms or places provided to Guest in connection therewith, nor shall Owner or Owner's agents or employees be liable to Guest, Guest's family, guests or agents for failure to repair or maintain any part of the rental premises or property contained therein absent gross negligence. Guest further agrees that neither Owner, nor Owner's agents or employees shall be liable for any damage to the personal property of the Guest, Guest's family, or guests or agents arising from theft, vandalism, fire, water, rain, acts of God or government, interruption of utilities, acts or other or third party or external causes whatsoever.
13. **No lifeguard is available on the premises.** Guests shall use the pool with great care and in accordance with any posted rules. All children and elderly, frail adults using said pool shall be constantly supervised by a responsible adult who can swim. If the pool is equipped with any safety features such as a fence or other pool barrier, Guest shall be responsible for correctly operating and using said safety device every time the pool is used. **Any use of said pool shall be at the sole risk of the user, the responsible adult supervising the user, and the Guest.**
14. Guest is responsible for and shall indemnify the Owner and Owner's agents and hold them harmless from any and all claims, liability, demands, actions, causes of action, expenses, damages, losses or injuries sustained by any person including Guest, Guest's family, agents, guests or invitees as a result of or arising from the Guest's subject occupancy and tenancy, including, but in no way limited to claims arising from the use of any pool, pool area amenities, common area, or



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unit which are part of the rental premises. Guest shall also be liable and indemnify Owner for attorney's fees and court costs incurred by Owner in enforcing any of the terms, covenants or conditions of this Rental Agreement or which are sustained by Owner as a result of or arising from or during Guest's subject occupancy and tenancy. Any legal actions shall be adjudicated in the County of Volusia State of Florida under Florida State Law.

**15. Fire Sprinkler Retrofit Disclosure:** Notice is hereby given that the membership of Errol by the Sea Condominium Association, Inc., by vote of the membership conducted on December 5, 2015, has voted to forgo the installation and retrofitting of the property with a fire sprinkler system. A certificate attesting to this vote can be found in the Public Record of Volusia County, Florida: Book 7205, Page 2771.

**16. Guest may not assign this Rental Agreement or sub-let the rental premises or any portion thereof.**

**Charges and Rates – See Appendix II for all rates**

- i. All lockouts, outside of office hours, will be charged at \$50.00 and will be charged from your security deposit. All lockouts during office hours are \$25.00. All charges will additionally include a \$25.00 admin charge.
- ii. All cleanings include two loads of Laundry. Extra Laundry will be billed - see Appendix II
- iii. If any damages/fines are billed to a unit upon departure a \$25.00 administrative fee per issue will be added for processing.
- iv. Lost Gate Keys \$25.00 + Admin

**Additional terms:**

**IN WITNESS WHEREOF**, the Owner and Guest execute this Lease effective the day and the year written above.

I have read, understand and agree to the above terms of this multi-page Short Term Lease Agreement. You will only receive one informational packet.



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## Welcome to Errol by the Sea Condo Rules and Regulations

- Check in is 3:00 PM on Saturday! All in your party must present themselves at check-in.
- If you arrive earlier, you may change in the clubhouse and enjoy the pool/beach until 3:00 PM.
- We recommend you try the Publix APP to order your groceries and have your order delivered at 5:00 PM or later - [www.publix.com](http://www.publix.com). This will allow extra time to enjoy the beach.
- **This is a Condominium of individually owned units. For the benefit of all residents/occupants, there are extensive rules with fines/fees for violations. We respectfully request that you please familiarize yourself with them and comply.**
- **Welcome packet includes:**
  - Parking is permitted for a maximum of 2 cars by gate pass only. Towing notice is posted and will be enforced.
  - Pool bands for the week - All residents/occupants must wear one. (SUMMER)
  - Red light in unit informs you the office needs to communicate with you. Maintenance & Outages will be emailed to you.
  - Office hours are 9AM – 12NOON, 2PM – 5PM Monday - Saturday. There is shuffleboard, tennis, basketball, and pickleball equipment available in the office. You will need to sign it out. There is a 2-hour maximum.
  - This is a NO SMOKING campus. Smoking is designated at the BBQ areas ONLY.
- **Pool Rules**
  - There is no reserving space at the pool, but you may set up on the beach for the entire day.
  - Please Read and Comply with all Pool Rules, including those posted on signs.
  - All children under 16 must be supervised by an adult over 18.
  - Shower before entering pool, and make sure sun screen has dried.
    - No food, glass, gum or drinks in the pool or 4' around the pool – per the Health Department
    - No diving, jumping or flipping into the pool
  - Please lower your table umbrella when you leave. Maintenance staff has gone for the day by 5:00 PM.
  - No radios at the pool. You may use a headset.
  - Anyone who is incontinent must wear disposable “swim diapers.” To help with the cleanliness of the pool for all occupants, please shower before entering the pool, ensure that you take appropriate bathroom breaks, and allow “water proof” sunblock or tanner to dry before entering the pool. Sunblock in the pool water may cause us to shut down a pool.
- **Ground Rules**
  - No playing/sitting on the courtyard grass. (This includes pets & children)
  - Bikes must be kept in the bike rack on the north side. All bicycles found in front of units will be placed in storage. All bikes chained to any tree, fence, railing will be cut off and stored.
  - Do not hold open or leave carts in the elevator door way.





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- Quiet Hours are between the hours of 10:00PM and 8:00AM and includes the pool deck area. The Police will be dispatched. Fines apply! No Warning.
- Please be aware of your safety on the property & keep doors and windows locked at all times.
- Capacity for 2BR – Max 6, 1BR – Max 4. Overages will be Evicted or Fined.
- Boats – must have a reservation 1 month in advance of your arrival. Appendix II
- BBQs are permitted in designated areas ONLY. Please keep this area clean, and DO NOT leave hot coals unattended. Please empty BBQ when cooled.
- **Railings/Walkways**
  - Sand is the enemy of the walkways and door locks. Please make sure to rinse off your feet/bodies/equipment/KEYS before entering the elevators.
  - No towels on any railings. You will be fined, no warning.
  - The stairwells can be slippery when wet, please make sure everyone in your party takes proper care when utilizing the stairs.
  - Please do not **run** or play on the walkways or in the stairwells, elevators, or parking areas.
  - No skateboards, or skates.
  - **FIRELANES:** Personal belongs must be kept inside the units, the entire exterior is considered Fire Lanes by the Fire Department. Corridors, walkways, stairwells, and entrances must be kept free of personal belongs for fire safety. All items found on the walkways will be placed in storage, and you may retrieve after you pay the fee/fine. This includes stacking your items in front of the door before check in.
- **Lockouts** from units during work hours is \$25.00. After hours process is to call the office 386-427-3641 & and the on-call person will be dispatched. The charge for afterhours is \$50.00 and will be deducted from your deposit. Admin fees apply.
- Renters and guests are not allowed to have pets.
- **Units:**
  - Bicycles are NOT ALLOWED in units. The Bike rack is near the office.
  - Before inviting guests, check with the office to insure our facilities will not be over-extended.
- **Volusia County Turtle Season** – Fines up to \$2,500.00 apply to unit, and they will be processed against your credit card. **5/1 – 11/1 is TURTLE SEASON**
  - May 1 – November 1 County of Volusia Land Development Code Article XII.
  - Dusk – Dawn all drapes/blinds on windows/doors facing ocean MUST be CLOSED.
  - All personal belongs must be removed from the beach prior to dusk each day.
- **Keys:** Failure to return keys will result in an immediate charge of **\$250.00** from your security deposit due to re-keying the unit before the next renter plus an additional admin fee.
- **Check-out Procedures:**
  - Check-out is 10:00 AM and is \$50.00 per half-hour after that time.
  - Do not make the beds!
  - Dishwasher should be loaded, and you should start it.
  - Laundry – No more than 2 loads of laundry should be left in the unit. There is a \$20.00 per load plus tax for each additional load left. (Coin laundries are located on 2<sup>nd</sup> and 4<sup>th</sup> floors).
  - Keys should be dropped at the office through the door slot if not open.
- **Rollovers:**



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- **Weekly** – may book the same week you are here via the computer in the clubhouse. After that the unit will be released to the general public. Manual processing by the office will be \$25.00 service fee per your contract.
- **Monthly** – please see your Rollover Documents for details.
- **Security Deposit Rollover form** – to hold onto your security deposit we will need your signed form in the office by the end of your stay. If the form is not in the office by the end of your stay, the office will return your deposit at the end of the 30-day period automatically.
- **Maintenance for inside the unit policy**
  - A Broken Refrigerator or Air Conditioner >80 degrees outside – Local appliance rental company will be called to deliver a temporary refrigerator/air conditioner until the unit can be repaired or replaced by the owner within 2 weeks. The renter will be comped their daily rent amount for the number of days they were without.
  - Any other Appliance – request will be sent to service and appliance fixed when the service person can. The renter will be comped 10% of rent for Major Appliances of Air & Refrigerator only.
  - Emergencies like falling or falling out of bed – you need to call 911 for paramedic assistance.
- **Appendix II - Fees**