

## Rental Agreement for Catch of the Day! 2945 Grouper Drive, Marathon, FL 33050

---

Name

---

Address: Street (**NO** P.O. Box), State, zip code

---

Email

---

Phone Number

---

Signature and Date

### Vacation Rental Fees, Terms and Conditions

#### Fees:

1.) Initial Rental down payment: An Initial Rental down payment of \$500 is due immediately and payable to secure your desired rental dates. A reservation confirmation will be issued to you upon receipt of your Initial Rental down payment. Full payment is due at time of booking for rentals commencing less than 60 days from reservation confirmation date.

2.) Rates & Payment Schedules: Published rates are subject to change without notice. Payment must be received in full within 60 days of arrival. Required Fees include: the Weekly Rental fee, \$250 cleaning fee, and 7.5% State sales tax and 5% County tourist tax (total of 12.5% tax).

3.) Refundable Security Authorization: A Refundable Security Deposit of \$1,000.00 is required. You will be charged for any amount exceeding \$1,000.00.

For example, you will be charged for the following: extraordinary cleaning and laundry, telephone charges, dirty dishes not loaded into dishwasher, not adhering to pool and hot tub rules, **placing anything other than Scott toilet paper in the toilets**, refrigerator or freezer not empty or excessively dirty, garbage not disposed of properly in outdoor containers, garbage containers not left out for pickup on Friday night, and furniture not left in the original location.

Your security deposit will be refunded if you have followed the rules of this contract and have left the property as you found it.

4.) Cleaning: A cleaning fee of \$250 is charged with your rent payment. Cleaners DO NOT wash dishes, clean the grill racks (grates), or pick up trash around the house. Remember to turn off the grill gas tank after each use. Please leave the house neat and orderly and as you found it. For example, do not place anything in the compartment below the oven since this is a warmer, not a storage area. Items placed in this area will be damaged from heat when the oven is on. Food and drinks are not allowed in the upstairs bedrooms. There will be an extra charge for any damaged or missing items, and any excessive laundry or cleaning. Please wash at least one load of towels before you depart.

Note: Do not throw anything in the toilets except for the Scott toilet paper that is provided for you. The plumber who maintains this home recommended Scott toilet paper for use in this house because it has older sewer lines that can clog easily.

5.) Pool and Hot Tub Maintenance: Rinse off suntan lotion and oil before using the pool and hot tub. Do not jump in the ocean, then rinse off in the pool or hot tub. Lotion, oil and salt water alters the pH

balance of the pool and hot tub. Maintenance on the pool and hot tub may be required during the week. The owners will contact you before their arrival to arrange a time that is convenient for the maintenance. Note: The pool is heated to 80 degrees and diving is not allowed.

6.) Smoking: A \$250.00 additional cleaning/deodorizing fee will be charged for smoking inside one of our homes and will cause immediate eviction from the premises with forfeiture of ALL funds. We offer a smoke-free environment.

**Terms:**

7.) Check-in: Homes will be ready for check-in at 4 p.m. Saturday. Please contact us via text or call to 321-749-3290 when you go through Key Largo, so we know when we can meet with you to give you an orientation of your vacation home. Key Largo is about 1 hour away from your vacation home. Do not arrive before 4 p.m. This time is needed to prepare your vacation home for your arrival.

8.) Late Arrivals: Please advise us of your arrival time so we can make arrangements for you to gain access to your vacation home. Please contact us via text or call to 321-749-3290.

9.) Keys: Keys will be issued by the owners at check-in. Leave keys on the kitchen counter upon departure. If keys are lost, there will be a \$100.00 charge for each key. This will be deducted from your security deposit.

10.) Cancellation Policy: Bookings canceled at least 60 days before the start of the stay will receive a 100% refund. Bookings canceled at least 30 days before the start of the stay will receive a 50% refund.

Hurricane Cancellation Policy: Effective June 1 to Nov. 30, everyone must vacate the premises when a mandatory evacuation order has been issued due to a pending hurricane. We strongly encourage the purchase of Travel Insurance to protect your vacation investment! In the unlikely event that a hurricane evacuation is ordered while you are a guest, and you have not purchased travel insurance, you will be issued a credit refund for any unused portion of your stay.

Guests holding a confirmed reservation who are unable to travel because of the closing of the local airports or connecting roadways due to a mandatory evacuation and have not purchased travel insurance, will receive a refund.

No refunds will be issued if you are unable to travel because of canceled flights or adverse travel conditions outside of the Keys. We strongly encourage the purchase of Travel Insurance to protect your vacation investment!

11.) Occupancy: The rental agreement specifies the number of adults and children allowed to stay as guests in our homes. Each house has its own limit of tenants allowed per city ordinance and fire code. EXCEEDING your limit will cause immediate eviction from the premises with forfeiture of ALL funds. Catch of the Day is limited to a total of 8 people.

12.) Minimum Stay Requirements: Marathon vacation rentals are a minimum of one-week stay.

13.) Rates: Different rates are applied throughout the year and are subject to change at any time. For example, there are different rates in the Fall and Spring, all US national holidays, mini-lobster season, and beginning week of lobster season. **Regular Standard Rate** is \$2,200 + 12.5% tax and fees. **Holiday Rate** is \$2,500 + taxes and fees (all US national holidays, mini-lobster season and the beginning of lobster season).

14.) Age Requirements: No one under the age of 25 is allowed in the vacation home unless he or she is accompanied by a parent, guardian or other family member. If it is discovered that there are occupants under the age 25 who are not accompanied by any of the above, this will cause immediate eviction from the premises with forfeiture of ALL funds.

15.) Parking/Dockage: No campers or RVs are allowed on the property at any time. Do not park your

vehicles or trailers on any other property. Please be considerate of your neighbors parking and dockage space. Docked vessels may not extend beyond the property lines, may not be rafted together or create a navigation hazard. No vessels may be used for overnight accommodations.

16.) Trash: Trashcans **MUST** be placed by the road on **Monday** and **Friday** nights. Trashcans **MUST** be taken back to the side of the home by 6 p.m. on Tuesday. The owners will take the trashcans in on Saturday. If trashcans are full, you can place your trash at the curb in plastic trash bags that are tied or sealed. Failure to abide by these rules will result in a \$50 fine from the City of Marathon and a deduction from your security deposit.

17.) Utilities: Any excessive use will be deducted from your security deposit. Treat your vacation home as if it were your own home. For example, turn off all lights and fans when you leave during the day. Be sure all faucets, lights, air conditioners, electronics, and appliances are turned off before you depart. At the time of your departure, set the air conditioner thermostat at 78 degrees and leave the refrigerator and bait freezer on. When you respect energy usage, it allows us to offer our home to you at the lowest possible rates.

**Conditions:**

18.) Hold Harmless Agreement: The undersigned do hereby Hold Harmless, **Gregory and Melinda Wittekind** and their families from any and all loss, damage, expenses, claims, suits, proceedings, actions and causes of actions of any kind and nature arising or growing out of their stay at 2945 Grouper Dr., Marathon, FL.

**Gregory and Melinda Wittekind** and their families shall not be liable for any damage or injury of or to **Renter**, his or her family, guests, invitees, agents or employees or to any other person entering the premises or any building that is a part or lies upon the premises, or to goods or equipment or in the structure or equipment of the structure of which the premises are a part, and **Renter** hereby agrees to indemnify, defend and hold **Gregory and Melinda Wittekind** and their families harmless from any and all claims or assertions of every kind and nature. This indemnification includes, but is not limited to, any damage or injury which may be incurred by **Renter**, his or her family, guests, invitees, agents or employees or to any other person for damage or injuries that arise from any contact, attack or interaction from or with any animals, domestic or wild, whether such damage or injury occurs on the premises or off, and **Renter**, holds harmless **Gregory and Melinda Wittekind** and their families from any and all claims or assertions of every kind and nature for any damage or injury **Renter** attributes to any absence or failure of fencing that may be on or surrounding the premises.

19.) Swimming Pool and Hot Tub Safety: Guest acknowledges and specifically understands that drowning is the leading cause of death of young children in Florida and is also a significant cause of death for medically frail elderly persons. Consequently, Guest agrees, as a material condition of this Lease and as a material inducement to the Owners to enter into this Lease, to constantly supervise or provide constant adult supervision when children or medically frail elderly persons use, are near, or have any possible access, intentional or unintentional, to the swimming pool that is part of the rental premises. Guest further acknowledges and understands that the subject swimming pool, hot tub and rental premises contain pool safety features designed to deny, delay or detect unsupervised entry to the swimming pool so as to reduce the risk of drowning or near-drowning incidents. Consequently, Guest agrees, as a specific material condition of this Lease and as a material inducement to the Owners to enter into this Lease, to use all such safety devices as intended and to advise all family members, guests and invitees of said requirement, including, without limitation, any gate latches, exit alarms, or hot tub safety covers. Note: Diving is not allowed into the pool.

20.) Non-Liability For Personal Property: Guest agrees that the Owners 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 the Owners 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 the Owners shall not be liable for any damage to the personal property of the Guest, Guest's family, guests or agents arising from theft, vandalism, fire, water, rain, acts of God or government, interruption of utilities, acts of others or other third party or external causes whatsoever.

21.) Local Laws and Ordinances: Your vacation home is in a residential neighborhood and is not suitable for loud parties, events or entertaining groups. If behavior or noise results in a noise complaint or any violation of City of Marathon or Monroe County laws and ordinances, or any other violation of the rental agreement, you will be asked to leave with no refund given. City of Marathon quiet time ordinance is 10 p.m. to 7 a.m.

22.) Ejection Policy: Guest acknowledges and agrees that the Owners may remove or cause to be removed from their vacation home any Guest or occupant who, while on the premises, illegally possess or deals in controlled substances, violates any of the terms of this 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 this vacation home.

Admission to and removal from the vacation home is not and shall not be based upon race, creed, color, sex, physical disability or national origin. Any notice to vacate may be given orally or in writing by the Owners to the Guest and Occupants and, if in writing, shall be as follows: "You are hereby notified that this 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."

The Owners may without further notice proceed with agreed upon liquidated damages in consideration for the execution of this agreement and in full settlement of all claims, or the Owners may proceed at law with any damages claim. Any Guest who remains or attempts to remain on the 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 on the premises, the Owners may call upon any law enforcement officer of this state for assistance. If the Guest is arrested, the Owners shall employ all reasonable and proper means to care for any personal property, which may be left at the premises by the Guest; however, upon arrest, the Guest shall be deemed to have given up any right of occupancy and to have abandoned such rights.

23.) Right of Access: The Owners and their agents are permitted, at any reasonable time, to enter the premises for the purpose of inspection or repairs. We will make every attempt to notify the Guest and make an appointment for the inspection or repairs.

24.) Vacation Rental Rates, Fees, Terms & Conditions are subject to change at any time!

25.) Please read this agreement carefully to secure your reservation. Please print, sign and scan this contract and email it to us at [oceanlivin@cfl.rr.com](mailto:oceanlivin@cfl.rr.com). By signing this agreement, the undersigned acknowledges that he or she is authorized to bind any and all guests or visitors to the obligations outlined herein. The person signing this agreement must be at least 25 years old, be the responsible party and must be a member of the group at the property. A guest signing the rental agreement assumes all responsibility for the actions and behavior of all guests and agrees to follow the rules of the property posted therein and city and county ordinances.

## GUEST LIST

(List first and last names of all occupants, circle whether children or adults, and list age of each child.)

1. \_\_\_\_\_ Adult at least 25 years old

2. \_\_\_\_\_ Adult/Child age \_\_\_\_

3. \_\_\_\_\_ Adult/Child age \_\_\_\_

4. \_\_\_\_\_ Adult/Child age \_\_\_\_

5. \_\_\_\_\_ Adult/Child age \_\_\_\_

6. \_\_\_\_\_ Adult/Child age \_\_\_\_

7. \_\_\_\_\_ Adult/Child age \_\_\_\_

8. \_\_\_\_\_ Adult/Child age \_\_\_\_

The undersigned acknowledges having read this agreement and hereby agrees to its terms.

\_\_\_\_\_  
Guest Signature  
Signing adult must be at least 25 years old

\_\_\_\_\_  
Date

\_\_\_\_\_  
Number in Party (no more than 8)

YOU MUST HAVE A COPY OF THIS AGREEMENT WITH YOU AND AVAILABLE FOR REFERENCE DURING YOUR STAY IN OUR ACCOMMODATIONS. This is a requirement of the City of Marathon.

**If you have any questions, please call or text us at 321-749-3290.**