
Lizard Realty – Vacation Home Rental Agreement

1. **AGENCY DISCLOSURE** –LIZARD REALTY, owned by Elizabeth A. Barrett, serves as the agent for her own properties, Barrett Beach Bungalows and for client's properties and only as a marketing source for properties on her website, and is acting at all times, in and for the best interests of the owners and guests. Elizabeth Barrett is a Licensed Real Estate Broker and owns Liz Sells the Beaches Inc DBA Lizard Realty. ***Elizabeth Barrett lives on site at Barrett Beach Bungalows.***
2. **CHECK-IN TIME IS 4:00 PM** – Our caretaker will greet guests when the property is ready for occupancy. Exceptions to this policy will be made by special arrangements. NO guests are permitted ON THE PROPERTY before 4:00pm. Due to a severe parking shortage, Guests are NOT allowed to park their car anywhere on the property and 'go to the beach" while they wait. There are many public beach accesses guests may use all over Pinellas County. Agent will use its commercially reasonable efforts to have the Premises ready for Guest occupancy at check-in time, but Agent cannot guarantee the exact time of occupancy. Please call in advance, by noon on your check-in day, so that we can meet you. If you may be arriving after **9:00 PM**, **special** arrangements can be made for Guest property keys to be picked up.
3. **CHECK-OUT TIME IS 10:00 AM** – Exceptions are made by special arrangement only! Please return keys to the caretaker before leaving. (Unless prior arrangements are made in writing with AGENT, Guests that do not vacate the rental property and return the keys by 10:00 AM or in the event Guest return to the premises without the consent of the Agent after turning in the keys and checking out, a fee equal to the rental rate for one (1) day will be assessed to Guest(s).
4. **RESERVATION REQUIREMENTS** – TWO HUNDRED DOLLARS is required in advance to hold reservation. We accept PayPal payment, money orders; cashiers checks and personal checks drawn on U.S. banks are accepted. (If securing with a check, it must be received within 3 days after booking has been made or the reservation will be canceled. **Balance is due 45 days before check-in** with cash, certified funds, traveler's checks or through PayPal. Please reference reservation dates and the house, when sending check or money order. Upon receipt of deposit; confirmation and directions to our office will be mailed, faxed or emailed to Guest.
5. **SECURITY DEPOSIT** – **A Security/Damage deposit is required. Cash security deposit of \$300 to \$950 USD depending on the property and/or pets.** Security Deposits can be paid in the form of personal check drawn on U.S. banks (checks must be received 10 days prior to arrival), cashiers checks, money order, cash, PayPal payment along with a valid drivers license. This security deposit will be returned within seven days of the departure date, provided the keys are returned to Agents office by 10:00 AM and there is no breakage or damage to the premises and/or contents, NO cigarette/cigar smoke smell, outstanding long distance telephone charges, or cleaning costs, other than those normally incurred in connection with the occupancy of the premises. Contents of the homes, including furniture, artwork, electronics, kitchen appliances must not be damaged or missing. Guest(s) acknowledges Agent(s) authority to charge Guest(s) damages to the unit occupied by the Guest(s) and/or his/her Guest(s). Each Guest will be financially responsible for damage done to the property beyond normal wear and tear. If there is damage to a property or it's property within, after the Guest(s) departure, the Guest will be notified of any excessive cleaning needed or damages made and the amount will be deducted from the above mentioned damage deposit. Agent will pursue collection to the fullest extent. The security deposit will be refunded to Guest, less any damages or excessive cleaning charge, within seven days of your departure. Guest(s) will be responsible for any damage caused by Guest(s), guest(s) family, guest(s) invitees, and guest(s) guest(s). All security deposits will be returned to the address specified by the Guest(s) at the time of reservation.

6. **CANCELLATION** - For all properties, a \$50.00 administration fee is assessed for ALL cancellations. If you cancel 45 days prior to your arrival date you will receive a FULL refund less the \$50.00 administration fee. However, if Guest(s) cancel less than forty-five (45) days prior to their arrival date Guest(s) advance payment will be forfeited, and in this case, **No Refunds Are Given**. ***For a cancellation and/or rescheduling, please notify me in writing, either letter, fax or email, to be received no later than 45 days prior to arrival date (less a \$50.00 administration fee per property). Mailing address: Liz Barrett, LIZARD REALTY, 19646 Gulf Blvd., Indian Shores, FL 33785 or Liz@LizardRealty.com or fax 1-866-788-7810.***
7. **RESERVATION CHANGE FEE** - All reservations that need date and/or property changes are subject to a non-refundable \$50.00 rescheduling fee per change. All changes must be done prior to cancellation period expiration. You must make changes forty-five (45) days or more prior to your arrival. Agent may review cancellations that are done 20 days or less and at the Agent(s) own discretion may approve a rescheduling with an administration fee at a rate of 50% of the advance payment. Any reservations that are cancelled after cancellation period had expired will forfeit all payments, unless property is re-rented.
8. **NO SHOW POLICY** - The total amount of the reservation will be charged.
9. **RETURNED CHECKS** - A \$35.00 service charge will be incurred for any returned checks.
10. **CUSTOMER SERVICE** - After your reservation has been made, if you have any questions, we will be pleased to answer them for you on our customer service number is 1-727-455-2832 or e-mail Liz@LizardRealty.com
11. **CONFIRMATION** - Confirmation of the reservation will be mailed, faxed, or emailed to Guest(s) upon receipt of the reservation advance payment. Please read the confirmation for accuracy of dates, mailing address, number of adults and/or children and accommodations. Any errors must be directed to the reservations department within seven days of mailing. Pay close attention to the number of persons (Adults/Children/Visitors) on the confirmation and rental agreement! Occupancy is limited to **REGISTERED GUESTS ONLY**. Absolutely no overnight or day visitors are allowed without prior consent from Landlord in writing. In the event this occurs your security deposit and rent will be forfeited and you will have to vacate the property immediately.
12. **ADDITIONAL GUESTS (More than the lease states)** - Additional guests and visitors must be pre-approved by Agent(s) in advance. (Each child counts as one guest). For approved additional guests, you will be charged \$50.00 (Fifty U.S. Dollars) per guest over 12 years of age per week or portion thereof, guests under 12 years of age are \$25.00 (Twenty Five U.S. Dollars) each per week or portion thereof. **IF YOU BRING IN EXTRA GUESTS OR VISITORS WITHOUT PRIOR APPROVAL, ALL GUEST (S) WILL BE ASKED TO VACATE THE PROPERTY IMMEDIATELY; GUEST (S) SECURITY DEPOSIT AND RENT WILL BE FORFEITED!**
13. **KEYS** - All keys must be returned to the caretaker at time of Checkout. Guest(s) are issued one or two sets (Guest(s) request how many keys and sign for them) of keys at check-in. You may make arrangements to leave the keys in the house, however **THE HOUSE MUST BE LOCKED WHEN YOU LEAVE**. As these are privately owned properties, Guest(s) are responsible for lost keys. The property must be re-keyed in the event that keys are lost, misplaced, or non-returned keys. The Guest(s) will be responsible for cost of this procedure.
14. **LOCKOUT POLICY** - In the event a Guest(s) is locked out of a property, the Guest(s) can borrow a key by contacting the caretaker. The Guest(s) must call Agent(s) at 727-455-2832. An agent will meet the Guest(s) at the office and a charge of \$50.00 is payable at time of meeting at the office to get a copy of the key to re-entry to the property. Guest is to return key to office immediately. If AGENT is not available for lockout calls, GUEST is to call a locksmith. The Guest(s) will be responsible for cost of this procedure at time of Locksmith service.
15. **CABLE TELEVISION** - All properties are privately owned and have different subscription packages for cable and/or satellite. Agent(s) does not guarantee availability of any programs or events.

16. **PHONE CALLS** – NOT all properties are equipped with a telephone. Some properties do NOT have phone service. If properties have phone service, local calls are free. Guests will have to make all long distance calls with a calling card or cellular phone. If Guest(s) charges long distance phone calls to Owner's phone, Guest(s) will be liable for said charges plus a service charge of \$25.00.
17. **POOL** – NOT all properties have a swimming pool. NOT all swimming pools are heated. SUNSET COTTAGE, SEASIDE COTTAGE, DENNIS BEACH HOUSE do NOT have pools. Bay Mariner & Driftwood Sands have heated, shared swimming pools. Barrett Beach Bungalows have shared, non heated swimming pool. NO POOLS/BEACHES HAVE LIFEGUARDS. Parents accept full responsibility to ensure safety of their children.
18. **INTERNET CONNECTIONS - Wireless** service is available FREE to guests at some properties. NOT ALL PROPERTIES HAVE WIRELESS SERVICE. Service is NOT guaranteed only provided as a free service. No refunds will be issued if the wireless service is not working/property does not have service.
19. **SMOKING** - Smoking is not permitted inside ANY of our properties. Please close doors and windows if you smoke nearby property. ANY smoke odor in property will result in LOSS OF SECURITY DEPOSIT. Please do not litter our property or our beaches. Please use the ashtrays provided. Failure to obey this rule will result in loss of security deposit.
20. **ALCOHOLIC BEVERAGES** - No drinking of alcoholic beverages by persons under the legal age of twenty-one (21) is allowed. Should a Guest(s) or guest of Guest(s) be arrested for underage drinking at the rental unit property or should Agent(s) observe a Guest(s) or guest of Guest(s) under the age of 21 drinking alcoholic beverages, this rental agreement may be terminated and the Guests evicted at the option of the Agent(s). Illegal drug use is strictly prohibited. Kegs are not permitted on any property.
21. **PETS** - Some properties allow pets. All Barrett Beach Bungalows allow well-mannered pets – any number and any size EXCEPT Staffordshire/Pit Bulls. The pet fee is \$75.00 per pet for the rental period. **IMPORTANT:** IF YOU HAVE A PET (S) AND IT IS NOT LISTED ON THE LEASE, THIS WILL RESULT IN IMMEDIATE EVICTION AND LOSS OF ALL RENTS AND SECURITY DEPOSITS! Prior permission must be granted in writing. Specific rules must be followed like pets must always be on a leash, all pets waste must be immediately removed and put into trash can, excessive barking must be stopped by removal or pet or use of a "Bark Collar". We recommend the humane citrus spray anti-bark collar from PetSmart. Excessive barking will result in eviction of pet(s). Pet(s) will have to be boarded in kennel if they disturb the peace/other tenants. An additional pet security deposit may be required. PETS ARE NOT ALLOWED ON FURNITURE OR BEDDING. Current vet certificates must be provided, as well as proof of a flea/tick preventative program. Excessive pet hair will incur an extra cleaning fee from security deposit. Tenants and guests agree to indemnify and hold harmless the Rental Agent, Rental Company and Property Owners for any and all damages caused by their pet and/or caused by other pets on the property. Tenants accept full responsibility for damages their pets cause.
22. **HOMES ~ FURNISHINGS ~ EQUIPMENT ~ ETC.** - All properties are privately owned properties furnished and equipped by its OWNER. As such, Agent(s) cannot make any changes to the furnishings or equipment provided by the owner. If Guest(s) requires special appliances or equipment, please bring them with you. Decor, style, and color will vary. Furnishings are subject to change without notice. Under no circumstances are furniture, bedding, mattress pads, utensils or any other property supplied with the rental property to be taken out or transferred from one property to another (will result in a charge against Guest(s) security deposit). Loss of these items, as well as damage to the property or furnishings in excess of normal wear will be charged to Guest(s), the renter. Certain areas in each rental property are locked for the OWNERS personal storage and are not included in this rental. Any furnishings, pictures, décor that is re-arranged by Guest MUST be replaced to original positions PRIOR to check out or "Re-arrange Fee" will apply. The amount of the fee will vary to the Landlord's discretion,
23. **LINEN** - A full supply of linen is provided in each property. Bed linen and bath towels are not changed during your stay. The startup set of bath soap; toilet tissue and trash bags are not replenished.

25. **LISTINGS & PRICING** - Information regarding individual listings is believed accurate but cannot be guaranteed. We have made every effort to ensure that all the information on Agent(s) website is current and accurate. The possibility of errors and omissions exists. We will be happy to confirm all data contained herein or answer any questions you may have prior to booking your reservation. **Rates, furnishings, fees, and taxes are subject to change without notice.** **Rates** - Rates for weekly stays for most properties are shown on our website at www.LizardRealty.com and are based on two persons per bedroom, and do not include cleaning fee and tax. Rates for holidays, special events, and weekends may be higher. Rates do include tax and are subject to change at all times. Most of our properties can be rented with a three-night minimum ONLY in FALL season however these reservations will not be confirmed until 45 days before your requested check-in date. Minimum night requirements may vary for holidays & special events. **Weekly stays are based on Sat to Sat stays.**
26. **DOUBLE BOOKINGS** - Double bookings are rare. In the event that Guest(s) reservation for the rental property overlaps or matches the reservation of another tenant, Agent(s) reserves the right to relocate Guest(s) to a different rental property within the Agent's rental program or that of another company. Every effort will be made to ensure that the replacement property is reasonably comparable to the original rental property booked. Agent(s) shall have the sole right to select such replacement rental property. Agent agrees to pay any additional charges due in excess of the rental amount for the rental property, and refund any amounts paid by Guest(s) in excess of the replacement property rental amount. Guest(s) will have the option to (1) accept the replacement property or (2) reject the replacement property and receive a refund of all rents and fees paid for the rental property. Guest(s) agree that Guest(s) choice between these alternatives will be Guest(s) sole remedy for any and all damages, liability, or inconvenience arising out of the double booking.
27. **CLEANING REQUIREMENTS** -Guests pay for departure cleaning service, which covers linens, vacuuming, general cleaning. Guest(s) is responsible for any damage, abuse, excessive cleanup requirements, or loss caused by any member of Guest(s) party to the property or its contents during Guest(s) occupancy. Inspectors walk through each property after checkout to ensure the property is left in good order.
28. **CHECK OUT PROCEDURES** - **The following items must be complied with before check out or Guest(s) shall forfeit his/her security deposit:**
- (a). Please do not remake the beds. Simply leave the linens and towels in a pile, preferably in the bathtub.
 - (b). Dishes, Pots, Pans, Silverware, and Utensils must be washed and left on dish rack to dry. The stove/oven and microwave shall be left in a clean condition.
 - (c). Refrigerator should be left clean and free of perishable food. BBQ grills must be left in a clean condition (\$25 cleaning charge).
 - (d). Windows and doors must be left closed and locked with the air conditioner on 78 degrees or heat on 80 degrees depending on the outside temperature.
 - (e). All trash please deposit in proper receptacle on the premises.
 - (f). All litter, cigarette butts and pet waste must be picked up from the immediate yard around the property where you are staying, front and back, and placed in proper trash receptacles.
 - (g). If re-arranged, Furniture and/or pictures, décor, etc in the unit put back where it was found and the unit left neat and in order.
30. **REPAIRS ~ SERVICE CALLS~ REFUNDS** – Agent(s) cannot guarantee against mechanical failure of heating, air conditioning, TVs, VCRs, or other appliances. Please report any inoperative equipment to our office immediately. Agent will make every reasonable effort to have repairs done quickly and efficiently or move Guest(s) to a different property if possible. Should a repairperson make a call to a unit and find that the equipment is in working order and the problem was due to the Guest(s) oversight or neglect, the charge for service will be the Guest(s) responsibility. No refunds or rent reductions will be made due to failure of appliances or equipment. All maintenance requests must be reported to the office between 9 AM and 5 PM (Agent(s) answers the phone 7 days a week PLEASE do not put off notifying us immediately as it could hinder us getting the repair done quickly!). Guest(s) understands and agrees that Agent(s) may enter the rental property with proper notice for the purpose of making needed repairs.

31. **Please DO NOT ask for refunds. ~ No refunds for early departures (less days than reserved) ~ No refunds will be given for delayed arrival ~ No refunds for reducing the number of nights reserved with less than 7 days notice ~ No refunds or reschedules due to inclement weather.**
32. **ACTS OF GOD/** - Neither Owner nor Agent(s) shall be liable for events beyond their control which may interfere with Guest(s) occupancy, including but not limited to Acts of God, acts of governmental agencies, fire, strikes, war, inclement weather and construction noise. For local, current construction check with the local City and County government where you are staying. NO REBATE OR REFUND will be offered in these circumstances.
33. **HOUSE PARTIES – ARE NOT ALLOWED!** Rental Guest understands that Agent(s) will accept families, married couples, and responsible adults over the age of 21 ONLY. Guest(s) agree that more than the number of people stated on the lease shall not occupy the premises. If the unit is occupied by more than the number of people stated, it will result in loss of total rent, security deposit and/or legal remedy. Occupancy in use of premises shall not be such as to disturb or offend neighbors. The use of firearms, or fireworks is strictly prohibited. Guest(s) certify that they have read carefully the limitations placed on the number of persons permitted to occupy the premises, and agree to abide by such limitations: if not, Guest(s) will be asked to vacate the property which will result in loss of total rental and security deposits with no refund.
34. **RIGHT OF ENTRY** - Guest(s) agree that the Agent(s) reserves the right to enter the rental property to investigate disturbances, check occupancy, check for damage, to make such repairs, alterations or improvements thereto as Agent(s) may deem appropriate, or to show property to prospective purchasers or guests.
35. **EXPEDITED EVICTION** - A material breach of this Agreement by Guest(s), which, in the sole determination of the Agent, results in damage to the Premises, personal injury to Guest(s) or others, a breach of the peace, a nuisance to others, or a violation of criminal law or local code, shall be grounds for termination of Guest(s) tenancy. Violation of any of the rules contained here in will result in **IMMEDIATE EVICTION** and forfeiture of rent and security deposit. If the tenancy created hereunder is for 30 days or less, the expedited eviction procedures set forth in the **Vacation Rental Act** will apply. Guest(s) may be evicted under such procedures if Guest(s): (i) hold over in possession after Guest(s) tenancy has expired; (ii) commit a material breach of any provision of this Agreement that according to its terms would result in the termination of Guest(s) tenancy; (iii) fail to pay rent as required by this Agreement, or (iv) have obtained possession of the Premises by fraud or misrepresentation. **Any reservation made under false pretenses will result in forfeiture of advance payments, security deposit forfeiture and/or the party will not be permitted to check-in.**
37. **INDEMNIFICATION AND HOLD HARMLESS** – Guest(s) agree to indemnify and save harmless the Owner and Agent(s) for any liabilities, theft, damage, cost or expense whatsoever arising from or related to any claim or litigation which may arise out of or in connection with Guest(s) use and occupancy of the rental property including but not limited to any claim or liability for personal injury or damage or theft of property which is made, incurred or sustained by Guest(s). The terms “Agent(s)” and “Owner” as used in this Agreement shall include their heirs, successors in interest, assigns, employees, agents, and representatives where the context requires or permits. The terms “Guest(s),” “You,” and “Your” as used in this Agreement shall include Guest(s) heirs, successors, assigns, guests, invitees, representatives and other persons on the rental property during Guest(s) occupancy (without regard to whether such persons have authority under this Agreement to be upon the rental property), where the context requires or permits.
37. **DISPUTES** - This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida, and shall be treated as though it were executed in the County of Pinellas, State of Florida. Any action relating to this Agreement shall be instituted and prosecuted only in the Pinellas County Court, Florida. Guest(s) specifically consent to such jurisdiction and to extraterritorial service of process.

- 38. LIZARD REALTY/Elizabeth Barrett RESERVES THE RIGHT TO REFUSE SERVICE TO ANYONE - All rental properties are leased without regard to race, color, religion, sex, national origin or handicap. Due to liability issues, we are unable to provide prospective renters with keys to preview properties.
- 39. **VIOLATING AGREEMENT** - If Guest(s) violates any of the conditions of this Agreement; Agent(s) may terminate this Agreement and enter Premises. Upon notice of termination of this Agreement, Guest(s) shall vacate the Premises immediately and forfeit all rents and security deposits.
- 40. **SECURITY DEPOSIT** - I am providing a cash security deposit as a guarantee. I agree to pay all rent and/or any outstanding long distance phone charges, accept all terms of the lease agreement and accept all liability for any damage beyond normal wear and tear during the term of my lease with LIZARD REALTY. If I fail to do so I understand and agree that these costs will be deducted from my security deposit.

PLEASE READ, SIGN, COPY, AND RETURN ENTIRE CONTRACT WITHIN 7 DAYS
PLEASE INCLUDE ADDITIONAL GUEST INFORMATION AND SIGN BELOW AFTER READING LICENSE AGREEMENT. THIS IS ONLY FOR REGISTERED GUESTS OF THE PROPERTY, NOT VISITORS.
By signing this, I have read, understand and fully agree to all the above policies pages 1 through 6.

Print Name _____ **Guest Signature** _____ **Date** _____

Print Name _____ **Guest Signature** _____ **Date** _____



Elizabeth A. Barrett/Broker LIZARD REALTY

PLEASE PRINT ALL NAMES OF ALL PERSONS OCCUPYING THIS PROPERTY:

PET TYPE: _____ NAME: _____ SEX: _____ FIXED? _____ COLOR _____ WEIGHT: _____

PET TYPE: _____ NAME: _____ SEX: _____ FIXED? _____ COLOR _____ WEIGHT: _____

***For each PET to stay, Owners must show proof of latest vet records/shots, proof of current license, proof flea/tick control, NO LATER THAN 2 weeks prior to check in or pets cannot stay. Fax to 866-788-7810 or mail.**

PLEASE PRINT NAMES OF ALL NON-OVERNIGHT VISITORS AND DATE(S) OF VISITS:

IN CASE OF EMERGENCY PLEASE LIST NAME & PHONE NUMBER OF CONTACT: _____
