

SHORT TERM RENTAL AGREEMENT

This Short-Term Rental Agreement (the “*Agreement*”) is made by and between Whipple LLC (“*Homeowner*”) and _____ (“*Guest*”) as of the date last set forth on the signature page of this Agreement. For good and valuable consideration, the sufficiency of which is acknowledged, the parties hereby agree as follows:

1. Property: The property is located at: South Seas Club 380 Sea View Ct. Marco Island FL, 34145, Unit 1202.

The property is furnished and includes: Linens, towels, kitchen & cooking utensils, glass ware, 4 beach chairs, and Wi-fi internet access.

2. Rental Party: The rental party shall consist of the following: 6 people. At no time will there be greater than 6 overnight guests.
3. Maximum Occupancy: The maximum number of guests is limited to 10 persons.
4. Term of Lease: The lease begins at 4 pm, f the date stated by the renting portal and ends at 10 am of the date stated by the renting portal
5. Minimum Stay: This property requires a 7-night minimum stay. Longer minimum stays may be required during holiday periods.
6. Condition and use of Property: The property is provided in “as is” condition. Homeowners shall use their best efforts to ensure the operation of all amenities in the Property, such as internet, Cable TV. Homeowner shall not be held responsible for such items failure to work but will make every effort to correct any issues as reported as quickly as possible. Guest acknowledges that use of building amenities, pools, and the like may be potentially dangerous and involve potential risks if improperly used, particularly with regard to children and such use is at the Guests own risk.
Guests shall use the Property for residential purposes only and in a careful manner to prevent any damage or loss to the Property and keep the Property in clean and sanitary condition at all times. Guest and any additional permitted guests shall refrain from loud noise and shall not disturb, annoy, endanger, or inconvenience neighbors, nor shall Guest use the Property for any immoral, offensive or unlawful purposes, nor violate any law, association rules or ordinance, not commit waste or nuisance on or about the Property.
7. Default: If Guest should fail to comply with the conditions and obligations of this Agreement, Guest shall surrender the Property, remove all Guest Property and belongings and leave the Property in good order and free from damage. No refund of any portion of the Total Rental Fee shall be made and if any legal action is necessary, the prevailing party shall be entitled to reimbursement from the other party for all costs incurred.
8. Rental Rules: Guest agrees to abide by the **Rental Rules and South Seas Building Rules as Exhibit A & B** at all times while at the property and shall cause all members of the rental party and anyone else Guest permits on the property to abide by the following rules at all times while at the property.
9. Access: Guest shall allow Homeowner or Homeowner’s representative access to property for purposes of repair and inspection. Homeowner shall exercise this right of access in a reasonable manner.

10. Uninhabitable: If the property becomes uninhabitable due to no cause of the guest, a refund will be given for any unused nights. The prorated amount will be based upon the total cost of the rental.
11. Assignment or Sublease: Guest shall not assign or sublease the Property or permit the use of any portion of the Property by other persons who are not family members or guests of the Guest and included within the number of and as permitted occupants under this Agreement.
12. Risk of Loss and Indemnification: Guest agrees that all personal property, furnishings, personal effects and other items brought into the Property by Guest or their permitted guests and visitors shall be at the sole risk of Guest with regard to any theft, damage, destruction or other loss and Homeowner shall not be responsible or liable for any reason. Guest hereby agrees to indemnify and hold harmless Homeowner and their agents, contractors, employees from any costs, damages, liabilities, claims, legal fees for any damages, costs incurred by Guest, your permitted guests, visitors of Guest due to any claims relating to destruction of their personal property or injury to persons sustained by Guest or their permitted visitors in or about the Property. Guest expressly agrees to hold Homeowner harmless in all such cases.
13. Release – Guest hereby waives and releases any claims against Homeowners and their successors, assigns, employees or representatives, officially or otherwise, for any injuries or death that may be sustained by Guest on or near or adjacent to the Property, including any common facilities, activities or amenities. Guest agrees to use any such facilities or amenities entirely at the Guest’s own initiative, risk and responsibility.
14. Rental Rate and Fees:
 - a. Deposit: A deposit of 30% is due upon booking
 - b. Rental rate: Remaining 70% is due 60 days before Check-in
15. Payment: Payment is made through VRBO/Homeaway
16. Cancellation Policy: If Guest wishes to cancel his/her reservation, the deposit will be refunded as follows:
 - a. 100% - up to 2 weeks before check in
 - b. If the COVID-19 travel restrictions are still in place 2 weeks before your arrival you will be able to cancel without penalty, a full refund will be given.
 - c. If the COVID-19 restrictions are lifted and you wish to cancel within the 2 weeks before your arrival a 50% refund will be given.
17. Parking Fee: There is a one-time parking fee charged by the building of \$100 for the duration of your stay. The parking pass is purchased at the time of check-in.

19. General Provisions: This Agreement contains the entire agreement between the parties regarding the rental of the Property, and any changes, amendments or modifications hereof shall be void unless the same are in writing and signed by both the Guest and the Homeowner. This Agreement shall be governed by the laws of Florida. The words Homeowners and Guest shall include their respective heirs, successors, representatives. The waiver of failure to enforce any breach or provision of this Agreement shall not be considered a waiver of that or any other provision in any subsequent breach thereof. If any provision herein is held invalid, the remainder of the Agreement shall not be affected. Any notice required to be given under the Agreement shall be in writing and sent to the contact information included herein. This Agreement may be signed in one or more counterparts, each of which is an original, but taken together constitute one in the same instrument. Execution of a digital signature shall be deemed a valid signature.

The parties agree to the terms of this Short-Term Rental Agreement, as evidenced by the signatures set forth below:

Homeowner:

Guest:

Ken Orihel

Signature

Signature

Name (print) Ken Orihel

Name (print): _____

Whipple LLC

Address: _____

Date: 5/01/2022

Date: _____

Cell Phone: 330. 631.5301

Cell Phone: _____

EXHIBIT A**South Seas Club - RULES AND REGULATIONS SUMMARY**

1. No more than 6 persons (regardless of age) in one unit overnight.
2. All residents, renters, guests and their vehicles must register at office upon arrival.
3. If you open the doors/windows – you must TURN OFF the air conditioner or the coils will freeze, and the AC will not work.
4. Common areas must not be obstructed with personal items.
5. Nothing must be swept, discharged or hung from any balcony or window.
6. QUIET TIME.....ISFROM 10:00 PM UNTIL 8:00 AM. Violations may result in warning, police notification, and/or fines. Children and Adults shall at all times, while on premises, act in an orderly manner without creating disturbances or nuisances to other residents. No slamming of doors, loud music, dragging furniture inside units or balconies. Please be considerate of others so everyone can enjoy their vacation. BEHAVIOR WHICH WOULD BE CONSIDERED OFFENSIVE OR INAPPROPRIATE IN ANY CIVILIZED COMMUNITY IS STRICTLY PROHIBITED.
7. No smoking allowed in unit, elevator or lobby. No Food or Drink allowed in lobby.
8. No one under the age of 18 may congregate in lobby without parent or guardian. A 10:00 PM curfew will be enforced on common areas for all persons under the age of 18 unless accompanied by parent or guardian
9. COVER UP and FOOTWARE are ABSOLUTELY REQUIRED at all times anywhere INSIDE the common areas of the building including elevators and lobby. A towel is not a cover up.
10. Skateboards scooters, roller blades, ball playing or the like are NOT allowed anywhere on South Seas Club property. There are public parks and playgrounds on the island.
11. No one may misuse or play with the elevator buttons.
12. Use the kitchen garbage disposals to discard soft non-fibrous food
13. Place all trash in plastic bags and tie securely before dropping into trash chute. Also, there are recycle bins outside at the north end of the building.
14. No grilling permitted on beach property. No LIVE shells may be taken
15. Do not feed the birds. They create a mess on the balconies. Close doors or screens to avoid birds flying into units.
16. NO pets are allowed anywhere on South Seas Club property.
17. No vehicle other than a registered automobile is allowed on this property at any time.
18. Reckless or dangerous driving on this property will not be tolerated.
19. Please adhere to all pool rules on sign located by pool.
20. Please read “Sea Turtle Alert”. May 1 to Oct 31 blinds must be closed by 9 pm. Violations will result in fines which will be responsibility of “Guest” if assessed during your stay.
21. Renters and guests are financially responsible for any damages caused to any common area of the property.

22. Luggage and Grocery carts are not allowed in or through the lobby. Use South side ramp.
23. No illegal drugs of any kind are allowed anywhere on South Seas Club property. If violation is suspected, Police/Sheriff depts will be called immediately. No warnings.

EXHIBIT B

UNIT 1202 - RULES AND REGULATIONS SUMMARY

1. Smoking is NOT allowed.
2. Keep the property and all furnishing in good order
3. Only use the appliances for their intended uses.
4. Pets are NOT allowed
5. No motorized scooters allowed inside unit
6. If the windows/sliding doors are open – the air conditioning must be turned OFF
7. Housekeeping: There is no daily housekeeping service. While linens and bath towels are included in unit, daily maid service is not included in rental rate.
8. Storms: If there is a storm or hurricane, no refunds will be given unless:
 - a. The state or local authorities order a mandatory evacuation in a “Tropical Storm/Hurricane Warning area” and /or
 - b. A mandatory evacuation order has been given for the Tropical Storm/Hurricane Warning area of residence of a vacationing guest
 - c. The day that the authorities order a mandatory evacuation order in a Tropical Storm/Hurricane Warning area, we will refund:
 - i. Any unused portion of rent from a guest currently registered;
 - ii. Any unused portion of rent from a guest that is scheduled to arrive, wants to shorten their stay, to come in after the Hurricane warning is lifted; and
 - iii. Any advanced rents collected or deposited for a reservation that is scheduled to arrive during the “Tropical Storm/Hurricane” period

I have read the above rules _____ (Initial here)

COVID-19 Disclosures

We the unitholder certify the following:

All linens have been washed and sanitized

All dishes have been washed and sanitized

We have provided hand sanitizer for your use while staying at our unit

We have provided sanitizer for use on counters and surfaces during your stay.

_____ Initials

Guest name here (Guest) and acquaintances visiting the unit certify that the following:

Federal & State Government advises to Limit Gatherings: In accordance with guidelines to limit people gathering in groups, and to comply with “[social distancing](#)” requests by our government. We request that you limit the number of people in the unit to 6 or less.

Guest and acquaintances visiting the property have not been in or visited a hospital in the last 14 days

Guest and acquaintances visiting the property do not have COVID-19 or symptoms when you check-in on date of check in.

Guest and acquaintances visiting the property have not knowingly come into contact with anyone that has COVID-19 in the last 14 days.

_____ Initials

Information regarding the CDC guidelines are available at the website listed below

<https://www.cdc.gov/coronavirus>

Collier County has a dedicated webpage that includes local information at <https://www.colliercountyfl.gov/your-government/divisions-a-e/communication-customer-relations-division/collier-county-covid-19-information>.

You may also visit www.paradisecoast.com for up to date COVID-19 information for Naples, Marco and the Everglades