

## SHORT-TERM RENTAL AGREEMENT

THIS AGREEMENT, governed by the laws of the State of Florida, is executed this 5th day of September 2023, between Aspen Enterprises, hereinafter referred to as "Owner" and \_\_\_\_\_, hereinafter, jointly, and collectively called "Guest". This agreement is only for transient short-term rental of the rental premises listed below, and

FIRST: IN CONSIDERATION of the following terms, covenants, agreements, limitations, and conditions entered into by the parties hereto, Owner rents to Guest the property: 1170 Gulf Blvd, #404, Clearwater, FL. 33769 to be occupied only for the purpose of a transient, single-family, short-term/vacation dwelling unit for a term commencing:

ON FEBRUARY 1, 2023, and ending: ON APRIL 30, 2023, with the following rent, taxes, and additional fees to be paid by Guest:

February	\$5500 PLUS 7.5% SALES TAX	\$385.00	\$5885.00
March	\$5500 PLUS SALES TAX	\$385.00	\$5885.00
April	\$5500 PLUS SALES TAX	\$385.00	\$5885.00

Due date for Rent payment shall be the 1<sup>st</sup> day of each calendar month and shall be considered advance payment for that month. Weekends and holidays do not delay or excuse Tenant's obligation to timely pay rent.

Delinquent Rent. If not paid on the 1<sup>st</sup>, Rent shall be considered overdue and delinquent on the 5<sup>th</sup> day of each calendar month. If tenant fails to timely pay any month's rent, Tenant will pay Landlord a late charge of \$50 per day until rent is paid in full. If Landlord receives the monthly rent by the 5<sup>th</sup> day, of the month, Landlord will waive late charges for that month. Any waiver of late charges under this paragraph will not affect or diminish any other right or remedy Landlord may exercise for Tenant's failure to timely pay rent.

RESERVATION/SECURITY DEPOSIT of \$5500 Due 60 Days Prior (November 2022) to Check-in.

TOTAL RENT AND FEES For two months	\$
Sales Tax (7.5%) Two Months	\$
Security Deposit	\$

SECOND: SECURITY DEPOSITS: 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 promptly received. Guest may not apply the security deposit to rent. 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 agents, or employees, including without limitation, unpaid

rent, telephone charges, utilities, any excessive cleaning required above and beyond standard post-tenancy cleaning, and any other damages. 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 seven (7) days after cleaning and inventory of the premises after Guest vacating said premises, and in the case of rentals periods longer than seven (7) days, after the utility bills for rented time period are available. 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 deducted from the security deposit at replacement value. An inventory list of furnishings in the premises and personal property provided therein shall be provided to the Guest upon check-in. Guest shall immediately notify Owner upon occupancy if any of the furnishings or property are missing or 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.

**PAYMENT:** Security deposit \$4500 shall be paid and received by Owner in the form of a personal check, certified, cashier or bank check or money order sixty days prior to check-in, and the balance of rent, taxes, fees, including monthly HOA fees for the residence period, and any unpaid security deposit shall be paid and received by Owner no later than thirty (30) days prior to check-in. The security deposit, rent, taxes, and fees may be paid by personal check conditioned upon Owner's receipt of same more than thirty (30) days before the above-stated check-in date. ALL CHECKS WILL BE MADE PAYABLE TO "Aspen Enterprises" and mailed to Owner at the following address:

ASPEN ENTERPRISES  
3000 FLAGSTONE DRIVE, FRANKLIN, TN. 37069

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.

**CANCELLATIONS:** Reservations may be cancelled by Guest with notice to Owner within seven (7) days of the date of the reservation call, and more than sixty (60) days before check-in and any deposit received by Owner shall be refunded to Guest minus a \$100.00 administration fee. After seven (7) days from the date of the reservation call, or less than sixty (60) days before check-in, any deposits, rent, and fees paid shall become non-refundable if the reservation is cancelled by Guest. In the event of an emergency, Owner reserves the right at Owner's discretion, to refund on a case-by-case basis only, part of any deposit, rent or fees paid, minus an administrative fee, upon notice of cancellation by Guest. Any deposit, rent or fees retained by Owner pursuant to this provision shall be agreed upon liquidated damages, consideration for the execution of this Rental Agreement and in full settlement of all claims.

UTILITIES: Utility fees are included in the rent amount stated above. Guest shall pay for electricity. Duke Energy charges shall be invoiced separately or deducted by Owner from the security deposit at the termination of this Rental Agreement as soon as the bills for rented time are available.

### THIRD: GUEST COVENANTS AND CONDITIONS:

The parties agree that the following are material covenants and conditions of this Rental Agreement, the breach of which shall 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 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 or appurtenance thereto are damaged, obstructed or rendered inoperable by the misuse or negligence of Guest, Guest's guests, family, agents or employees, Guest shall pay the cost for repair or replacement of same immediately upon presentation by Owner of a bill for same.
2. Guest shall comply with all applicable federal, state, and county local laws, condominium rules, regulations and ordinances including, but not limited to, the PINELLAS County, Florida, Special Vacation Rental Permit Regulations and Conditions of Guest's Agreement which are attached hereto and are specifically incorporated herein and agreed to by Guest.
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 people list in Addendum A, incorporated into this agreement by reference, to use and occupy the subject rental premises.
5. No pets are allowed in or around the rental premises at any time, unless specifically permitted by Owner in writing, at the time this Rental Agreement is executed.

Vehicles and boat trailers identified in Addendum A, not to exceed two (2) vehicles and (1) boat trailer may be parked on the premises in approved parking places. Any vehicles, trailers, or watercraft not identified in Addendum A shall be towed or removed from the premises at Guest's expense.

6. 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.

7. 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, to make necessary repairs, and/or to protect any personal property from damage. Reasonable time for said entry, without further notice to Guest, shall be between the hours of 8:30 a.m. and 8:00 p.m., 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 or when the Guest unreasonably withholds consent or access.

8. a. 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 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, 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 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."

b. If any Guest who is asked to vacate early has paid in advance, 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/guest shall be deemed to have given up any right of occupancy and to have abandoned such rights.

9. 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, 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.

10. No lifeguard is available on the premises. Guest shall use pool with great care and in accordance with any posted rules. All children and elderly, frail adults using said pool, water or dock shall be constantly supervised by a responsible adult who can swim. If the pool, water, or dock are equipped with any safety features such as a fence or other pool or water area barrier, a pool cover, a door latch or a door or window alarm, Guest shall be responsible for correctly operating and using said safety device every time the pool, water area or dock is used. Any use of said pool(s), water area or dock shall be at the sole risk of the user, the responsible adult supervising the user, and the Guest.

11. 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, hot tub, spa-pool, water area or dock, 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.

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

13. Additional terms:

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IN WITNESS WHEREOF, the parties execute this Lease effective the day and the year written above.

Guest:

Date: Throughout Lease.

Guest:

Date: Throughout Lease

Guest:

Date: Throughout Lease

Owner: \_\_\_\_\_  
Glenn H Gould, President, Aspen Enterprises

Date: \_\_\_\_\_  
727 244 0285

## PINELLAS COUNTY, FLORIDA SPECIAL VACATION RENTAL PERMIT REGULATIONS AND CONDITIONS

1. No more than one motorized watercraft, including a jet ski or wave runner, shall be allowed at each vacation rental unit. The watercraft may be moored at either an existing on-site docking facility or stored on a trailer in an approved parking space.
2. Vehicles, watercraft and trailers must not be placed on the street or in yards. All vehicles, watercraft and boat trailers must be parked or stored off-street in parking spaces specifically designated and approved in the special vacation rental permit and may not exceed a maximum of one vehicle per bedroom or efficiency unit and one boat trailer per vacation rental unit.
3. No boat docked at a vacation rental property shall be chartered to a person other than registered Guests of the vacation rental unit or used for live-aboards, sleeping or overnight accommodations. In addition, recreation vehicles shall not be used for sleeping or overnight accommodations at the vacation rental unit.
4. Amplified sound which is audible on private property beyond the real property boundaries of the vacation rental property is prohibited.
5. Owner provides the following name, address and telephone number of a contact person who resides locally and who is available twenty-four hours per day, seven days a week, for the purpose of promptly responding to complaints regarding the conduct or behavior of vacation rental occupants or alleged violations of PINELLAS County: Glenn Gould 727-244-0285
7. Guest must allow PINELLAS County Code Enforcement to inspect the rental premises/vacation rental unit at any time concerning compliance with PINELLAS County Chapter 9.5(i.e., the Land Development Regulations).
8. Occupancy of vacation rental unit(s) shall be limited to no more than two (2) individuals per bedroom, or no more than two (2) individuals per efficiency unit, when rented as a vacation rental unit subject to the provisions of PINELLAS County Ordinance.
9. Guest's agreement to the foregoing rules and regulations is a material part and condition of the subject Rental Agreement under Florida Statutes Section 509.01. These and any other vacation rental regulations with which Guest must comply shall also be prominently posted within the rental premises/vacation rental unit.

### VIOLATION WARNING

Violations of any of the vacation rental regulations constitutes a violation of PINELLAS County Code punishable as a second-degree misdemeanor and is also grounds for immediate termination of the lease and eviction from the leased premises and criminal penalties under Florida Statutes Section 509.151 ("Defrauding an Innkeeper"), Section 509.141 ("Ejection of Undesirable Guests"), Section 509.142 ("Conduct on Premises") or Section 509.143 ("Disorderly Conduct on Premises, Arrest").