



**Treasure Island, Florida**  
***Harbor House Condominium #40***  
***Rental Agreement***

**Rental Dates:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Employer:** \_\_\_\_\_

**Work #:** \_\_\_\_\_

**Drivers**

**Lic. #:** \_\_\_\_\_ **State issued:** \_\_\_\_\_

**# Of People**

**Renting:** \_\_\_\_\_

This agreement, made between \_\_\_\_\_, hereinafter referred to as the "RENTER" and Stephen & Joyce Bentubo, hereinafter referred to as the "OWNER" furnishing the services of Unit 40, 8465 W Gulf Blvd, Treasure Island, Florida 33706.

It is mutually agreed between the parties as follows:

The "RENTER" hereby engages the "OWNER" and the "OWNER" hereby agrees to furnish the exclusive use of:

Unit #40

Harbor House Condominium

8465 W Gulf Blvd.

Treasure Island, Florida 33706

**(Do Not Mail Payment to this Address)**

for the period starting from:

3:00 PM on \_\_\_\_\_

and ending with check-out at:

10:00 AM on \_\_\_\_\_

**Agreed weekly/monthly rental amount** \_\_\_\_\_ +13% FL tax  
\_\_\_\_\_ = \_\_\_\_\_

**Reservation/Security Deposit:** \_\_\_\_\_

(Due upon confirmation to hold reservation)

**I understand the following terms are a binding and integral part of this rental agreement:**

1. Check-in time is after 3 PM and check out time is 10 AM.
2. Pets are not permitted in rental units under any conditions.
3. There is a 13% Florida Hotel Tax due in addition to the rental rate (*not applicable to rental periods longer than six months*)
4. I, and my companions, are not vacationing students, or singles under 25 years of age unless accompanied by an adult guardian or parent. I understand there will be no rental to chaperoned groups.
5. Reservation/Security deposit is required. The deposit is not applied toward rent. \$75.00 will be deducted for cleaning fee. Deposit will be refundable within 30 days of departure provided the following are met:
  - a) No damage is done to unit or its contents, beyond normal wear and tear.
  - b) All contents are accounted for.
  - c) No charges are incurred due to contraband, pets or collection of rents or services rendered during the stay.
  - d) All debris and rubbish are placed in proper containers and soiled dishes are placed in dishwasher & cleaned.
  - e) Key is returned to owner.
  - f) All charges accrued during the stay are paid prior to departure.
  - g) The unit should be left in a neat and orderly fashion.
6. Cancellations made more than thirty days prior to check-in will forfeit \$50 of security deposit. Cancellations made within thirty days of check in will forfeit full amount of deposit.
7. Priority - three month rentals will be given priority during the winter rate structure. Weekly rentals take priority over 4 night rentals.

- 8.** Maximum occupancy of guests in unit is limited to 4 people.
- 9.** Property requires a 4 night minimum stay. Longer minimum stays may be required during holiday periods.
- 10.** I will remit payment to owner in form of travelers check, money order, cashiers check or cash upon arrival.
- 11.** There will be no daily maid service. Linens and bath towels are included in the unit, but please bring beach towels. No towels or linens are permitted to be taken from the units except to launder.
- 12.** Falsified reservations-any reservation obtained under false pretense will be subject to forfeiture of advance payment and deposit and the party will not be allowed to check in.
- 13.** Written exceptions- any exceptions to the above mentioned policies must be approved in writing in advance by owner.
- 14.** No Smoking in the unit.
- 15.** Tenants and all guests of tenants agree to abide by and comply with all rules and regulations of the Harbor House Association.
- 16.** Tenants are responsible for their own personal and insurance coverage of same during occupancy.
- 17.** Hurricane policy-no refunds will be given unless,
  - a) The National Weather Service advises that we are in a "Tropical Storm/Hurricane Warning area" and or
  - b) a "Tropical Storm/Hurricane Warning" has been issued for the area of residence of a vacationing guest. The day the NWS advises that we are in a "Tropical Storm/ Hurricane Warning" area the owner will refund:
    1. any unused portion of rent from a guest currently registered
    2. any unused portion of rent from a guest that is scheduled to arrive and wants to shorten their stay to come in after the Hurricane Warning is lifted; and
    3. any advance rent collected or deposit for a reservation scheduled to arrive during the "Hurricane Warning" period.

Nothing in this agreement shall require the commission of any act contrary to law or to any rules or regulations of any union, guild or like body having jurisdiction over the services and personnel to be supplied by "OWNER" to "RENTER." If there is any disagreement between any provision of the agreement and any law, rule or regulation, such law, rule, or regulation shall prevail and this agreement shall be curtailed, modified, or limited only to the extent necessary to eliminate any such conflict.

This contract shall not, in any way be construed so as to create a partnership, or any kind of joint undertaking or venture between the parties hereto, nor make "OWNER" liable in whole or in part for any obligation that may be incurred by "RENTER" in "RENTER'S" carrying-out any of the rental hereof or otherwise.

"RENTER" hereby indemnifies and holds "OWNER", as well as their respective agents, representatives, principals, employees, officers, directors, harmless from and against any loss, damage or expense, including reasonable attorney's fees incurred or suffered by or threatened against "OWNER" or any of the foregoing in connection with or as a result of any claim for personal injury or property damage or otherwise brought by or on behalf of any third party person, firm or corporation as a result of or in connection with the rental, which claim does not result from the active negligence of the "OWNER".

This contract cannot be assigned or transferred without written consent of "OWNER." This contract contains the sole and complete understanding of the parties hereto and may not be amended, supplemented, varied, discharged, except by an instrument in writing by both involved parties. The validity, construction and effect of this contract shall be governed by the laws of the State of Florida, regardless of the place of rental. The person executing this agreement on "RENTER'S" behalf warrants his/her authority to do so and such person hereby personally assumes liability for the payment of said price in full. The terms "OWNER," and "RENTER" as used herein shall include and apply to the singular, the plural and to all genders.

**Read and agreed to by:**

**Renter:** \_\_\_\_\_  
(Print Name)

**Renters  
Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Rental  
Period:** \_\_\_\_\_

**Rental Approved By**  
**Stephen or Joyce Bentubo:** \_\_\_\_\_

**Date Approved:** \_\_\_\_\_

Please make check payable to Stephen and Joyce Bentubo  
Mailing address will be provided when reservations are confirmed either by  
phone or email.