



SANDCASTLE PROPERTY RENTAL AGREEMENT

Web site: www.daytonabeachsandcastle.com

This agreement between (lessor) Sandcastle Condominium, 4445 S. Atlantic Ave., Ponce Inlet, FL

and (lessee) _____ of street address _____

city _____ state _____ zip _____,

phone number _____, e-mail address _____.

is for the rental of a condominium unit at:

Sandcastle Condominium
44 5 S. Atlantic Ave. Unit # _____
Ponce Inlet, FL 32127
Office: 386.761.1072 Unit #104

CHECK OUT TIME IS 10:00 AM.
CHECK IN FIRST DAY OF MONTH
CHECK OUT LAST DAY OF MONTH!
MANAGEMENT ASSIGNS CLEANERS!

Rental to start _____ and leave on _____, at a rate of \$ _____ per month, a one time cleaning fee

of \$ _____, plus 12 ½% Florida State Tax \$ _____, making the first month's rental \$ _____.

Thereafter, rent will be \$ _____ per month including tax. The rent is to be paid monthly in advance on the 1st day of each and every month, on the following terms and conditions:

The contract amount is in U.S. \$ currency and to be paid in U.S. \$ currency.

There is a service charge of \$25.00 for non-sufficient fund checks.

A \$5.00 service charge will be applied for any checks drawn on a Canadian bank.

Terms and Conditions

1. **Occupants** - The rental unit is the residence of only the tenants who have signed the lease and their minor children. Signatures of tenants are to be on the back of page 3.

Number of people to occupy the unit: Adults _____ Children _____

The rental unit shall be occupied by **no more than 6 people**. Fire & safety law.

Rate is based on occupancy indicated above. Violations can result in eviction, surcharge or cancellation of reservation. **Any damage to property tenant is responsible for and will be charged.**

An occasional overnight guest is permitted. An occasional guest is one who does not stay more than four (4) nights and requires registering at office and must have a parking permit. **All children must be accompanied with an adult at all times, no running of walkways and stairwells.**

2. **Pets** - Renters and/or guests are not permitted to have pets.

3. **Smoking** - No smoking in the condominium unit.

4. **Parking** - There is one underground parking space and one on the parking deck. Renters and guests are to obtain a parking permit from the office; cars without permit may be "towed at owners expense". **No boats, trailers or motor homes are allowed on property.**

5. **Ordinances and Statutes** - Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the use of the premises. Lessee shall comply with all Sandcastle rules and regulations. **There is a 10 pm noise ordinance per Florida Law.**

6. **Utilities** - Lessor shall be responsible for the payment of all utilities and services. **In the event the utilities go over \$125.00 for one monthly period, the lessee will pay the overage.**
 7. **Cleaning** - A one time cleaning fee of \$ _____ will be charged and is to be included with the first month's rent.
 8. **Security Deposit** - The security deposit in the amount of \$400.00, shall secure the performance of lessee's obligations hereunder. Lessor may, but shall not be obligated to apply all or portions of said deposit on account of lessee's obligations hereunder. Any balance remaining upon termination shall be returned to the lessee. Lessee shall not have the right to apply the security deposit in payment of last month's rent. If the lessee cancels within 30 days prior to arrival date the lessee forfeits the security deposit. If the lessee cancels with deposit on the books within the 30 days and rebooks within 1 year the deposit will apply to that rental. Should the lessee cancel after rebooking they will forfeit the deposit.
- Deposit Refund** - The balance of the deposit shall be refunded four (4) weeks from date possession is delivered to lessor, together with a statement showing any charges made against such deposits by lessor. Re-keying of locks (condominium building and unit doors) due to failure of resident to return the keys will be charged as follows: condominium building doors **\$20.00**, unit door **\$20.00** and mailbox key **\$20.00**. The garage door opener is to be left in the unit or replacement charge will be **\$60.00**.
10. **Right of Entry** - Lessor reserves the right to enter the premises at all reasonable hours for the purpose of inspection and whenever necessary to make repairs and alterations to the premises. Lessee hereby grants permission to lessor to show the premises to prospective purchasers, mortgagors, tenants, workmen or contractors during reasonable hours of the day.
 11. **Repairs or Alterations** - Lessee shall be responsible for damages caused by his negligence and that of his family or invitees and guests. Lessee shall not paint, paper or otherwise redecorate or make alterations to the premises without the prior written consent of the lessor. All alterations, additions or improvements made to the premises with the consent of the lessor shall become the property of lessor and shall remain upon and be surrendered with the premises.
 12. **Upkeep of Premises** - Lessee shall keep and maintain the premises in a clean and sanitary condition at all times and upon the termination of the tenancy shall surrender the premises to the lessor in as good condition as when received, ordinary wear and damage by the elements accepted. The lessee shall notify the manager of any defective or dangerous conditions in the rental property upon arrival and follow up by putting it in writing to the manager.
 13. **Assignment and Subletting** - Lessee shall not assign this agreement or sublet any portion of the premises. **Lessee has to be 21 years old to lease. I.D. may be requested. ALL guest must register in the office and pick up a parking permit. Please do not give out front door keys or your door access code.**
 14. **Default** - If lessee shall fail to pay rent when due or performs any term hereof, after not less than (5) days written notice of such default given in the manner required by law, lessor, at his option, may terminate all rights of lessee hereunder, unless lessee, within said time, shall cure such default. If lessee abandons or vacates the property, while in default of the payment of rent, lessor may consider any property left on the premises to be abandoned and may dispose of the same in any manner allowed by law.
 15. **Termination** - This agreement and the tenancy hereby granted may be terminated at any time by either party hereto by giving to the other parties not less than one full month's prior notice in writing.

