

SANDCASTLE PROPERTY RENTAL AGREEMENT

Web site: www.daytonabeachsandcastle.com

and (lessee)		of street address		
city	state	zip		
phone number	, e-mail a	address	<u> </u>	
Sandcastle C 44 5 S. Atla Ponce Inlet,	condominium unit at: condominium ntic Ave. Unit # FL 32127 761.1072 Unit #104	CHECK OUT LAS	ME IS 10:00 AM. C DAY OF MONTH ST DAY OF MONTH! ASSIGNS CLEANERS!	
Rental to start fee	and leave on	, at a rate of \$	per month, a one tim	ne cleaning
	12 ½% Florida StateTax \$, making the first m	nonth's rental \$	
Thereafter, rent will be \$	per month include nd every month, on the following	ling tax. The rent is to be paid m	nonthly in advance on	
Terms and Conditi	rge will be applied for any ch ons			
their minor children Number of people The rental unit sha Rate is based on cancellation of reasonal over	rental unit is the residence of oren. Signatures of tenants are to to occupy the unit: Adults_all be occupied by no more tha occupancy indicated above. Vio eservation. Any damage to pro ernight guest is permitted. An ound requires registering at office and more than the country of the c	be on the back of page 3. Children n 6 people. Fire & safety la plations can result in eviction operty tenant is responsible occasional guest is one who	aw. on, surcharge or le for and will be charged. does not stay more	
<u>adult at all times, no run</u>	ning of walkways and stairwells.		**************************************	
 Smoking - No sm Parking - There is guests are to obtain expense". No boa 	lor guests are not permitted to he loking in the condominium unit so one underground parking space in a parking permit from the officials, trailers or motor homes are	ce and one on the parking d ice; cars without permit ma re allowed on property.	y be "towed at owners	
all municipal, stat pertaining to the u	Statutes - Lessee shall comply e and federal authorities now in use of the premises. Lessee shall linance per Florida Law.	force, or which may herea	fter be in force,	ere is a 10

- 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 \$40**0.00**, 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, mortgagers, 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.

- 16. **Attorney's Fees** The prevailing party in an action brought for the recovery of rent or other moneys due or to become due under this lease or by reason of a breach of any covenant herein contained or for the recovery of the possession of said premises or to compel the performance of anything agreed to be done herein or to recover for damages to said property or to enjoin any act contrary to the provision hereof, shall be awarded all of the costs in connection therewith, including but not by way of limitation, reasonable attorney's fees.
- 17. **Radon Gas Disclosure** As required by law, (landlord) makes the following disclosure, "Radon Gas" is a naturally occurring radioactive gas that when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.
- 18. **Lead Paint Disclosure** "Every lessee of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant woman. The lessor of any interest in residential real estate is required to provide the lessee with any information on lead based paint hazards from risk assessments or inspection in the lessor's possession and notify the lessee of any known lead-based paint hazards.
- 19. WHEN CHECKING OUT PLEASE REMOVE ALL GARBAGE FROM UNIT PLEASE!
- 20. The Rental Office or Owner reserves the right to move the lessee to another unit in case of an emergency or any unforeseen cause or if lessee is unhappy with unit. The Manager will not be held responsible. Sandcastle Condominium is serving as an agent to the owner. We have no control if the owner makes changes to their unit. All rates are liable to change. IF YOU WANT TO BOOK FOR NEXT YEAR PLEASE SIGN YOUR LEASE BEFORE YOU LEAVE TO ASSURE YOUR RESERVATION & UNIT.

I the Lessee have read and understand the rules and agree to them

In Witness whereof, the parties hereto have executed this Agreement in duplicate. Signed in the presence of:

Lessee		
Lessee		Date
Lessor	Sandcastle Condominium 4445 S. Atlantic Ave.	Date
		386.761.1072 rr.com

Notice: State law establishes right and obligations for parties to rental agreements. This agreement is required to comply with the Truth in Renting Act or the applicable Landlord Tenant Statute or code of your state. If you have a question about the interpretation of legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person. Revised 1/1/2016