

# **WATERCOLORS**

## **RENTAL AGREEMENT**

This is a rental agreement between Bill and Judy Wren, owners, and \_\_\_\_\_, renter(s), regarding **WATERCOLORS**, located at 3061 South Ponte Vedra Boulevard (A1A), Ponte Vedra Beach, FL 32082.

**Reservation/Damage Deposit.** A reservation deposit of \$500 for one week (or less) or \$1000 for longer than one week is required to secure the rental. Upon arrival, it converts to a refundable damage deposit. It does NOT apply toward the rent and will be held until the house has been inspected. Assuming no problems, the deposit will be refunded within two weeks of the departure date. **Violation of any condition below will result in the loss of all or part of the deposit!**

- **Damage.** You are responsible for damage to the house, furniture, deck, or grounds.
- **Pets.** If you bring a pet you must have signed a Pet Agreement and paid the associated fees. Any pets brought to the house without the pet agreement and fees paid will result in automatic forfeiture of your deposit. You must clean up after your pet! The dog yard is inspected before and after every rental. If the cleaners have to clean up after your dog, you will be charged \$100.
- **Smoking.** No smoking is allowed inside. If you smoke outside, you must dispose of butts appropriately.
- **Guests.** Only the individuals named on the Renter List on Page 2 can stay overnight.
- **Parties.** No weddings, receptions, or other parties are allowed without permission of the owners.
- **Check in and Out.** No early arrivals or late checkouts without permission of owners.
- **Cleaning.** It is expected that you will treat our property as you would your own. The cleaners are responsible for normal cleaning of the house and deck. Extra cleaning caused by damage, pets, smoking, late check out, parties, or disrespect (trash in the yard, un-bagged garbage, etc.) will result in loss of all or part of your deposit.

### **REFUNDS**

Once the reservation deposit has been paid, refunds of deposit and rent paid are made **ONLY** if the house becomes uninhabitable or if the house is re-rented for the same dates and amounts. ALL renter-initiated cancellations will result in a 10% penalty of deposit and rent paid.

**Hurricane Policy:** Refunds will be issued only if the National Weather Service orders a mandatory evacuation in our immediate area (St. Augustine to Jacksonville). When a mandatory evacuation order is given, we will refund (a) any unused portion of rent from a guest currently renting the house; (b) any unused portion of rent from a scheduled renter who wants to arrive after the hurricane order is lifted; or (c) any advance rents collected for a renter scheduled to arrive during the mandatory evacuation period. **We encourage renters to obtain trip cancellation insurance.**

### **CLEANING FEE.**

The cleaning fee for WaterColors is **\$250**. Prior to checking out, please do these chores to help the cleaners:

- Start at least one load of towels, wash cloths, bath mats, etc. in each washer. If you have time to put them in the dryer and start another load, that would be much appreciated. You do not need to fold any laundry.
- Put your dirty dishes in the dishwasher and start it. Leave all dishes, pans, etc. CLEAN.
- Put all furniture (and the crib!) back where you found it.

### **PET FEE**

The pet fee for one dog is **\$225**; the fee for a second dog is **\$125**. We can accept a maximum of two dogs.

### **INDEMNIFICATION AGREEMENT**

Renter hereby agrees to indemnify, defend, and hold harmless Judy and William Wren (collectively, the "Owners") from and against any and all claims, damages, expense (including, attorneys' fees) or liability arising from Renter's actions during the term of this Rental Agreement, the performance of any repair, renovation, or maintenance to the property, or otherwise from the Renter's (or any contractor, agent, employee, invitee or guest of Renter) use or occupancy of the property. This indemnity will include, but not be limited to, claims or liabilities asserted against Owners based upon negligence, strict liability or other liability, however founded, by any third party, and all costs, attorneys' fees, expenses, and liabilities incurred or paid by Owners in the defense of any such claim. Owners may defend any such claim at Renter's expense by counsel selected by Owners. Furthermore, as a material part of the consideration to Owners for the entering into this Rental Agreement, Renter assumes all risk of damage to property or injury to persons in, upon, or about the property arising from any act or omission of Renter, Renter's agents, employees, contractors, licensees, guests and invitees. In the event of termination of this Rental Agreement, Renter agrees that all indemnification provisions of this Rental Agreement shall survive any such termination.

**I have read and agree to the conditions noted above.**

Renter Signature \_\_\_\_\_

Date \_\_\_\_\_

Owner Signature \_\_\_\_\_

Date \_\_\_\_\_

**WATERCOLORS RENTER LIST**

Only the individuals listed below can stay in the house over night. Additional names must be disclosed to the owners prior to the arrival date. No more than 13 people (plus baby in crib) can be accommodated.

<b>Name:</b>	<b>Age (if minor)</b>	<b>Name:</b>	<b>Age (if minor)</b>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**RENTER INFORMATION**

Renter Name \_\_\_\_\_ E-Mail \_\_\_\_\_

Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone(s): H/O \_\_\_\_\_ Cell \_\_\_\_\_

RENTAL dates: Arrival on \_\_\_\_/\_\_\_\_/\_\_\_\_ no earlier than 4 PM; departure on \_\_\_\_/\_\_\_\_/\_\_\_\_ no later than 10 AM.  
(Mo/ Day/ Year) (Mo/ Day/ Year)

**FEES DUE**

A reservation/refundable damage deposit is due NOW: \$500 (1 week or less); \$1000 (more than 1 week): \$ \_\_\_\_\_

Fees below are due NOW if within 8 weeks of arrival or on this date (8 weeks prior to arrival): \_\_\_\_/\_\_\_\_/\_\_\_\_  
Month Day Year

Rent: \$ \_\_\_\_\_; Pet Fee \$ \_\_\_\_\_; Cleaning Fee **\$250**; **10.5%** Tax on rent, pet fee, and cleaning fee: \$ \_\_\_\_\_

**Total Due on above date: \$ \_\_\_\_\_**

Your signature below indicates that you agree to the rental conditions and fees as delineated in this rental agreement.

Renter Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**PLEASE COMPLETE RENTER INFORMATION, SIGN, AND SEND ONE COPY TO:**

Judy Wren; 1024 River Oaks Road; Jacksonville, Florida 32207  
Telephones: H/O: 904-396-7555; Cell: 904-504-1632; E-Mail: [Judy@wrenbeachrentals.com](mailto:Judy@wrenbeachrentals.com)  
Checks should be made payable to: **Wren Beach Rentals**

**A copy with the owner's signature will be returned to you for your records.**

Owner Signature \_\_\_\_\_ Date: \_\_\_\_\_