

**American Paradise Rental Reservation Confirmation Agreement**  
**www.American-Paradise.com**

**OWNERS:**

Bart and Cairn Boucher  
PO Box 522768  
Marathon Shores, FL 33052

Email: [usaparadise@aol.com](mailto:usaparadise@aol.com)  
toll free: 1-888-564-5800  
Cell: 703-282-7871

RENTERS NAME and Address:

Home Phone: \_\_\_\_\_ cell: \_\_\_\_\_  
Work Phone: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Number of Adults (Over 12): \_\_\_\_ Number of Children (12 & Under) \_\_\_\_  
Maximum Capacity: *varies by house*

Arrival Date: Saturday, , 2010 -- 4 pm  
Departure Date: Saturday, , 2010 -- 10 am  
Date Reservation Made:

Address of House:  
House Phone:

Rent:  
Sales Tax at 12.5%  
Total Due:

Cleaning Fee:  
Security Deposit: \$2000

**TERMS of PAYMENT**

The \$ **2000** reservation deposit holds your rental until rent is due. Once you arrive, this becomes a security deposit which covers any damage or loss that may occur during your rental. In no case is any part of this security deposit applied to rent due. Rent must be paid 45 days in advance of your arrival. A personal check 45 days in advance of your arrival is acceptable. Any balance owing and not paid 45 days before arrival must be in the form of travelers checks, certified or cashiers check.

PLEASE READ THIS AGREEMENT CAREFULLY TO SECURE YOUR RESERVATION. PLEASE SIGN AND RETURN 1 COPY OF THIS 4 PAGE RENTAL RESERVATION CONFIRMATION AGREEMENT TOGETHER WITH YOUR CHECK FOR \$2000 PAYABLE TO: **American Paradise.**

**Special Events:** There will be no special event which will make the number of people at the property to exceed the maximum, allowed by ordinance or number stated in agreement.

**INVENTORY:** The rental is equipped with linens, towels, beach towels, cooking utensils, pots & pans, dishes and appliances. We have a washer, dryer, gas barbeque grill, and small appliances, (coffee maker, blender, toaster and mixer). These items are inventoried by our housekeepers upon your departure. You will be charged for any broken or missing items.

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**CONDUCT:** You and your party agree not to disturb neighbors with loud noise or music or unlawful or unsafe behavior. Marathon's Noise Ordinance is fully enforced. *No noise after 10 pm weekdays and 11 pm weekends.* You may not trespass on the neighbor's property which includes their docks and the water and lobster under them. If you allow or participate in such behavior, you will be asked to leave and will forfeit the remainder of your rental fee and deposits. Participation in unlawful activities including environmental destruction, natural resource violations, or public nuisance violations may be cause for eviction. Any fines levied against the owner for your misconduct will be your responsibility and taken out of your security deposit.

**LONG DISTANCE CALLS:** All long distance calls outside the Continental USA must be charged to your credit card or collect.

**PETS:** No pets are allowed.

**DISCLAIMER:** THE OWNERS are not responsible for damage to boats, tied to docks or left on the property, as a result of attempted theft, storm damage, improper mooring, etc. We are not responsible for controlling depth to and from the rental.

**INDEMNIFICATION:** THE OWNERS shall not be liable for any loss, injury, death, or damages to persons or property which at any time may be suffered or sustained by lessee or by any person who may at any time be using or occupying or visiting the leased premises or be in, on, or about the premises, whether the loss, injury, death or damage shall be caused by or in any result from or arise out of any portion of the premises, or shall result from or be caused by any other matter or thing. Lessee shall indemnify the Owners against all claims, liability, loss or damage whatsoever on account of any such loss, injury, death, or damage. Lessee waives all claims against the Owners for damages to the property of lessee in, on, or about the premises, from any cause arising at any time.

**RIGHT OF ENTRY:** The Owners or their Representative, associates, employees and subcontractors shall have the right to enter the property at reasonable hours for the purpose of making repairs, servicing the pool or inspections.

**PERFORMANCE:** This agreement imposes an obligation of good faith in its performance and enforcement. If you default in performing any of the obligations herein, The OWNERS shall be entitled to recover costs and expenses, including court costs and reasonable attorney's fees. This agreement shall be construed to conform to the Chapter 509, Florida Statutes.

**SMOKING:** Smoking is NOT ALLOWED INSIDE the rental. IF smoking is detected an additional \$200 charge will be taken from the security deposit for smoke removal.

**RENTAL RESERVATION:** Your rental is conditionally reserved until your security deposit is received by our office and funds clear the bank. Dishonored checks for deposit or rent shall be subject to a \$35.00 processing fee for redeposit.

**CANCELLATION:** If you cancel in writing up to 60 days before arrival, you will receive a full refund minus a \$250 cancellation fee. If you cancel less than 60 days before arrival, your deposit and any prepaid rent will be refunded ONLY if the owners are able to procure another rental for that same period and is at a comparable rate minus \$250 cancellation fee. If no rental is procured, you will lose your deposit and any prepaid rent, not to exceed the amount of your rental. If rental is for multiple weeks and only partial rental is procured, you will lose your deposit and any prepaid rent for those weeks not

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rerented, not to exceed the amount of your rental. If rental is for multiple weeks and only a partial cancellation is made, new rent owed is based on undiscounted rates.

**REFUNDS:** There are no refunds for late check in or early check out, bad weather or illness. If federal, state or local authorities call for an evacuation in the event of a tropical storm, a refund will be made from the date the evacuation is ordered, for the period of evacuation. If the property is occupied for any period the full cleaning fee is due. If the rental is for multiple weeks and the rental is interrupted due to evacuation, the refund will be only for the period of evacuation as long as the property is not damaged and has full services available.

**SECURITY DEPOSIT:** Your security deposit will be deposited into a non-interest bearing account at a bank in Marathon, Florida and will be held in trust for both parties. If there is no damage or additional cleaning over the normal wear and tear, you will be issued a check which will be mailed within 30 days of your departure. If damage is found or additional cleaning is required, charges will be taken out of the deposit and the balance returned to you with a list of charges, if any. Please refer to the "CARE OF THE UNIT" section for specific information regarding your responsibilities.

**SUBSTITUTION:** If circumstances cause your confirmed rental to be unavailable (for example, damaged to house from storm, unit sold, damaged or transient license is revoked, etc.) The Owners will attempt to find comparable accommodations, subject to your approval. In the event we are unable to find acceptable substitute accommodations, your deposit and prepaid rent will be refunded only for that period which you did not occupy the rental. We cannot, however, guarantee the confirmed rate in these circumstances.

**CARE OF HOUSE:** You are responsible for maintaining the premises in a neat, sanitary condition. Maid service is not provided unless prior arrangements have been made with us (There will be an additional charge). Please leave the keys in the rental. **Upon departure you are expected to leave the property as you found it; tidy, food removed from refrigerator, garbage placed in outside trash containers, all lights turned off. Please do not rearrange the furniture. We expect to find only the last day linens and towels to be washed. Extra laundry will be charged at \$20 per load. You will be responsible for any damage or losses to the rental property or any additional cleaning fees over normal wear and tear.**

**KEYS:** If you lose the keys there will be a \$100.00 charge to rekey the locks and have new keys made. You will be provided a remote control for the entry gate. If the gate remote is not returned there will be a \$125 charge for replacement and re-programming.

**SWIMMING POOL:** NO DIVING. Use only plastic glasses in area. Please keep gates closed when pool is not in use.

**CHECK IN/CHECK OUT:** Check in time is 4:00 PM unless arrangements have been made prior to arrival with the Contact Person listed below. **Check out is no later than 10:00 AM.** Late check out will subject you to additional charge of \$100 per hour which will be deducted from your security deposit.

**OCCUPANCY: Occupancy is limited by City Ordinance as follows:**

**Max: [Varies by house](#)**

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**GUEST LIST:** The name of all guests staying at the property must be listed below. If the people coming changes, please advise the owner. Please indicate age as follows; A - over 21, YA- over 12 but under 21 and C- Child 12 or under.

(A, YA or C)	Guest Name	(A, YA or C)	Guest Name

**VEHICLES and BOATS:** No more than 2 boats shall be allowed at the property. All cars, trucks and boat trailers will be parked in the drive, not on lawn or in adjacent properties. No vehicle, boat motorhomes, trailers, or campers may be used as a residence even for one night. If there is a violation, you will pay all assessments and/or fines. If further violations occur you will be required to leave and you will forfeit the remainder of your rental fee and deposits.

Please list: Number of boats  Number of Vehicles

**ENTIRE AGREEMENT:** This is a 4 page Rental Reservation Confirmation and Agreement which outlines the conditions and financial terms of your rental. This Agreement represents our complete understanding and no other agreements exists unless they are written into this Agreement. No verbal agreements shall be binding.

THE UNDERSIGNED ACKNOWLEDGES THAT THEY ARE AT LEAST 21 YEARS OF AGE AND HAVING READ THIS AGREEMENT HEREBY AGREE TO ITS TERMS. THE PERSON SIGNING THIS AGREEMENT IS THE RESPONSIBLE PARTY AND MUST BE AMONG THE RENTAL PARTY AT THE PROPERTY.

Tenant Signature	Date	Time of Arrival	# in Party
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YOU MUST HAVE A COPY OF THIS AGREEMENT WITH YOU AND AVAILABLE FOR REFERENCE DURING YOUR STAY IN OUR ACCOMODATIONS.

Property Managers Contact Information: **Donna & Doug Felling h) 305-743-9864 cell) 305-481-4783 or 305-481-4782.**

IN CASE OF EMERGENCY CONTACT THE POLICE DEPARTMENT BY DIALING 911.

WE HOPE YOU HAVE A GREAT VACATION!!!

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