

Residential Seasonal Lease Agreement

THIS AGREEMENT, entered into this _____, between _____,
whose address is _____, hereinafter called the LANDLORDS,
and _____, whose address is _____,
hereinafter called the TENANT.

Landlord does lease unto the Tenant the property described as:
733 18TH AVENUE SOUTH, NAPLES, FL 34102.

ADDRESS

Check Appropriate Box:

_____ Furnished
 _____ Unfurnished

TO HAVE AND TO HOLD said property beginning at **3:00pm** on _____ and
ending at 10:00am on _____. Tenant agrees to pay the following sums
all **payable to Downing-Frye Realty, Inc.:**

Rental Fee: \$15,000.00
Taxes: \$1,500.00
Cleaning: \$280.00

Total: \$16,780.00 Due in full 30 days before occupancy.

Security Deposit: \$4,500.00 **Payable in full by ON SIGNING OF THIS AGREEMENT.**

If the full amount of \$16,780.00 is not paid by _____, the Landlord reserves the right to terminate this lease and consider it null and void with no further obligation to lease the premises to said Tenant (Deposit Non Re-Fundable If Full Amount Is Not Paid IN Full _____).

The **Landlord** agrees to pay the following: **All necessary utility services, including water, electricity, basic cable TV, pool services, lawn services and initial cleaning of the premises.**

THE PARTIES FURTHER AGREE AS FOLLOWS:

1. The Tenant accepts the property in its present condition and agrees to keep it clean and in good state of repair. Tenant agrees to pay for replacement of all articles of personal property damaged or broken during the lease, pay the cost of repairing any damage to the property caused by the use or negligence of the Tenant or Tenant's guests, and at the termination of this lease to promptly surrender the property to Landlord in as good condition as said property was at the execution of this Lease, ordinary wear and tear and loss or damage by fire or acts of God excepted. Landlord acknowledges that there is a difference between damage and normal wear and tear and that the Tenant shall not be charged for normal wear and tear caused by normal every day usage. This lease shall terminate in the event that the premises is damaged or destroyed, other than negligence of the TENANT, or upon taking of the property under legal authority or eminent domain.

Landlord Initial _____
Tenant Initial _____

2. The Property will only be occupied by Tenant's family consisting of _____ persons and periodic guests. All occupancy must be in accordance with any applicable condominium or homeowners' association rules and regulations.
3. No part of the property will be sublet to others nor shall this lease be assigned or transferred in any way without the written consent of the Landlord.
4. **No pets or animals whatsoever will be allowed on the property as stated in Condominium and Homeowner Association rules. Tenant shall abide by all rules of the Condominium or Homeowners Association.**
5. Children are only allowed with prior consent of the LANDLORD. If permitted there shall be no evidence upon departure and no extra cleaning will be required.
6. **SMOKING IS NOT PERMITTED ANYWHERE ON THE PREMISES.**
7. Landlord, his agents and employees shall have the right to enter the property at all reasonable times and upon reasonable notice for the repair, improvement, care and management of the property, and for the purpose of showing the property to prospective tenants or buyers.
8. Tenant shall use the premises as a temporary vacation rental. The Tenant shall have full rights to use of community, clubhouse, and pool as permitted by the Condominium or Homeowners Association. Tenant shall not engage in any business, or hazardous activity, which may increase fire hazard or cause any damage to the premises. Tenant shall comply with all sanitary laws, ordinances, rules and orders of appropriate government authorities affecting the cleanliness, occupancy, and preservation of the premises during the term of the lease. Tenant shall be held solely responsible for any damages to the community or grounds they may arise from the negligence or intentional conduct by the Tenant or the Tenants guests during the term of the lease. The Tenant agrees to save the Landlord harmless from, and indemnify Landlord for any loss, damage or claims from their use of the community or the facilities.
9. Tenant shall be responsible for insuring their personal belongings.
10. Landlord shall have the property professionally cleaned, at the Landlord's expense, prior to the Tenants arrival. Upon departure, the property will be professionally cleaned at the Tenant's expense with arrangements to be made by the Landlord. Cleaning charges will include carpet cleaning when necessary. Landlord and Tenant both agree that the Tenant's exit cleaning charge of \$ 280.00 will be collected up front.
11. The Security Deposit of \$4,500.00 shall stand as security for Tenant's performance of all lease obligations. Provided the Tenant complies with all terms of this lease, the security deposit shall be returned to the Tenant in a timely manner after final inspection of the premises and confirmation that all fees and charges encumbered by the Tenant and the Tenants guest for the use of the facilities have been paid in full.

Landlord Initial _____
Tenant Initial _____